

STAUNTON, AUGUSTA, AND WAYNESBORO  
REGIONAL P25 RADIO PROJECT INFRASTRUCTURE  
MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is made and entered into on this [REDACTED] day of [REDACTED], 2023, by and between the County of Augusta, a political subdivision of the Commonwealth of Virginia (“Augusta”); the City of Staunton, a municipal corporation of the Commonwealth of Virginia (“Staunton”); and the City of Waynesboro, a municipal corporation of the Commonwealth of Virginia (“Waynesboro”) (also individually referred to herein as “Party” and collectively as the “Parties”).

WITNESSETH:

WHEREAS, the governing bodies of Augusta, Staunton, and Waynesboro have determined that it is in the best interest of each jurisdiction to support the mission-critical needs of the localities’ individual and collective public safety and public service personnel, and citizens’ property and business interests by maintaining, at the highest level of availability and integrity, the L3Harris, P25 Phase 2 simulcast radio system created by the Parties which was procured through a Request for Proposals pursuant to the Virginia Public Procurement Act; and

WHEREAS, the Parties now wish to create a new arrangement and enter into this Agreement.

NOW, THEREFORE, the Board of Supervisors of the County of Augusta, Virginia; the Council of the City of Staunton, Virginia; and the Council of the City of Waynesboro, Virginia, in consideration of the mutual obligations and mutual benefits accruing to their respective localities from this Agreement, have agreed upon the terms herein among themselves as follows:

**ARTICLE I.**  
**SYSTEM DEFINED**

Sec. 1-1. The Parties agree to utilize the system in accordance with the rules and regulations of the Federal Communications Commission (FCC) and the Commonwealth of Virginia and to operate the system in a professional manner and only for official business purposes.

Sec. 1-2. The “backbone” components of the system, which include communications towers, repeaters, communications infrastructure, antennas, system controllers, microwave equipment, equipment shelters, and system frequencies, as defined in Appendix A, are shared and jointly operated by the Parties to ensure adequate system operations. All licenses required by the FCC are held in the name of the City of Staunton on behalf of the Parties.

Sec. 1-3. In order to ensure system integrity, all Parties must utilize L3Harris or their assigned subcontractors as the authorized service provider to the system. All

components that comprise the communication system shall be maintained jointly by the Parties. Tower structures and shelters will be the responsibility of the individual Party as indicated in Appendix A.

Sec. 1-4. In order for the system to operate at the reliability level for which it was designed and that the support of the system is not dependent on the technical abilities of any individual Party, all Parties agree that the system will be maintained through a service agreement with L3Harris unless it is deemed by the Parties that another service provider is needed to resolve a pending situation. Such decision shall be made in accordance with the provisions of Article VI of this Agreement.

Sec. 1-5. Necessary and periodic upgrades, software enhancements and emergency technologies will be funded by the Parties' normal funding process. If it is deemed that major system enhancements beyond necessary and periodic upgrades are required, each Party is responsible for coordinating with their locality's governing board to appropriate the funds necessary for the enhancements.

## **ARTICLE II.**

### **RADIO SYSTEM GOVERNANCE**

Sec. 2-1. The Parties shall appoint representatives to a "Policy Team" which shall exercise those duties and responsibilities set out in this MOU. The Policy Team is identified as follows.

- (a) Director of Information Technology, City of Staunton
- (b) Director of Emergency Communications Center, Augusta County
- (c) Director of Emergency Management and EMS, City of Waynesboro

Sec. 2-2. The Policy Team shall be responsible for oversight of policy and fiscal issues related to the system, subject however to appropriations of necessary funds by the governing bodies of the Parties.

Sec. 2-3. The members of the Policy Team can recommend contractual services to the respective governing bodies for professional experts and consultants as required to protect the integrity of the system and the interests of the Parties.

Sec. 2-4. In no event shall Parties be liable to each other for any indirect, incidental, special or consequential damages including, without limitation, damages attributed to any malfunction of the system, regardless of the cause of action, arising out of or in connection with a Party's performance.

Sec. 2-5. The members shall individually and collaboratively seek grants to enhance the public safety communication network. Any grants must be approved by the Parties. Matching requirements for grants will be paid by all Parties according to the Party allocation percentages.

Sec. 2-6. Parties will individually be responsible for maintaining adequate insurance on equipment and infrastructure owned by their respective jurisdictions. Shared components will be insured by the jurisdiction in which the component is located.

Sec. 2-7. Parties will individually be responsible for maintaining any lease agreements on equipment sites within their respective jurisdictions.

### **ARTICLE III.**

#### **BUDGET & FISCAL MATTERS**

Sec. 3-1. The same ratio used to purchase the P25 Phase 2 Simulcast Radio System shall be used to divide any infrastructure maintenance service agreements and any system costs not addressed in Sec 1.3. This division of costs shall be referred to as the “Party allocation percentage.”

- (d) 56% Augusta County
- (e) 22% City of Staunton
- (f) 22% City of Waynesboro

Sec. 3-2. The fiscal agent will maintain a program account for the receipt of funds paid by each Party. The fiscal agent shall be chosen by the Parties. The fiscal agent on the Effective Date shall be the City of Staunton. The City of Staunton shall remain the fiscal agent unless and until a different fiscal agent is chosen by the Parties.

Sec. 3-3. The Parties agree that once the fiscal agent provides an invoice and supporting documentation, that payment to the fiscal agent shall be delivered within fourteen (14) days.

Sec. 3-4. The Parties will adopt an annual budget for operations, maintenance, and repair of the SAW P25 Radio Infrastructure. The budget shall be approved in sufficient time to be included in each Party’s annual budget proposal. At the option of the Parties, the budget request in any year may include components for future construction or other capital improvements.

Sec. 3-5. The Parties have no authority to incur debt obligations or approve expenditures in excess of the funds appropriated to it by the governing bodies of each Party.

### **ARTICLE IV.**

#### **SYSTEM POLICY**

Sec. 4-1. Only P25 compliant subscribers should be maintained on the system. It is encouraged that all Parties use P25 Phase 2 subscribers to maintain optimal use and interoperability capabilities. It is further encouraged that installations be performed by trained, certified L3Harris authorized service personnel. This requirement protects the overall system operation and integrity. The use of non-L3 Harris radios or equipment is prohibited unless preapproved by the policy team.

Sec. 4-2. Remote Tower Site and other backbone facility access is strictly limited to authorized trained and certified personnel only.

Sec. 4-3. Where authorized by the Policy Team, tenants may have access/use of the system. Such authorization includes talk-group/channel quantities and

operational parameters. Further, such access may also be predicated and/or subject to system capacity/capabilities.

Sec. 4-4. Other non-Party, non-tenant entities may be granted talk-group/channel access only upon approval by the Policy Team Members to which talk-group/channels are assigned as initially approved by the Party or tenant entities and as coordinated with the Parties.

Sec. 4-5. Any Additional Party may, with the approval of its governing body and with the consent of all the Original Parties, join and participate in the SAW L3 Harris P25 Phase 2 Simulcast Radio System under such additional terms and conditions for membership as may be prescribed by the Original Parties' governing bodies.

## **ARTICLE V.**

### **CO-LOCATION OF OTHER RADIO SYSTEMS**

Sec. 5-1. To protect the integrity and operation of the overall system, any co-location at any Remote Tower Site must undergo a frequency intermodulation study and a stress/structural analysis. Following review of the intermodulation study and the stress/structural analysis, approval will be subject to the jurisdiction which owns the affected tower. This shall include, but not limited to commercial RF systems, cellular, paging, ham radio, broadband and state/federal radio systems.

## **ARTICLE VI.**

### **DISPUTE RESOLUTION**

Sec. 6-1. The Policy Team, or their designees, will meet at least quarterly. Special meetings may be called by any two Policy Team members by actual notice delivered to all Policy Team members at least 48 hours prior to the meeting date, or may be held at any time upon attendance at meetings by all Policy Team members.

Sec. 6-2. A quorum necessary to act at any meeting shall be two (2) Policy Team members, or their designees. All issues presented require a majority vote of those in attendance to be adopted.

Sec. 6-3. The Policy Team members will ensure that the operation of the P25 Radio System meets all requirements of state and federal laws and regulations pertaining to such facilities and systems; ensure that the use, care, and maintenance of the equipment meet the manufacturer's recommendations; ensure that the building and grounds are properly maintained and that repairs, when needed, are promptly done.

Sec. 6-4. The chair of the Policy Team shall alternate between the members of Staunton, Augusta, and Waynesboro for a term of two years. On the Effective

Date, the chair shall be Kurt Plowman, the Chief Information Officer of the City of Staunton.

Sec. 6-5. The meetings of the Policy Team shall be conducted pursuant to the requirements set forth in the Virginia Freedom of Information Act, Va. Code § 2.2-3700, et seq., and the parliamentary procedures as set forth in “Roberts Rules of Order.”

Sec. 6-6. Any dispute, disagreement, or controversy arising among the Policy Team as to the operation of the P25 Radio System, if not resolved by the Policy Team within thirty (30) days of the date of such dispute, disagreement, or controversy arose, shall be submitted to binding arbitration by the Parties pursuant to the Uniform Arbitration Act of the Commonwealth of Virginia, Va. Code § 8.01-581.01 et seq., as may be amended from time to time.

Sec. 6-7. The arbitration award made by the arbitrators and/or Court shall be binding upon the Parties hereto.

Sec. 6-8. The Parties agree to share equally all expenses of arbitration incurred, including any court costs, but exclusive to each Party’s attorney’s fees.

Sec. 6-9. If all Parties agree in writing, the above procedure or any portion thereof may be modified.

## **ARTICLE VII.**

### **MISCELLANEOUS**

Sec. 7-1. The effective date (“Effective Date”) of this Agreement shall be the final date set forth below in the notarized signatures of the Parties, after all three Parties’ governing bodies approve this Agreement and authorizing its execution by their respective chief executive officer. The term of this Agreement shall be for a period of 15 years. The term may be extended for a period of five years by written agreement of the parties.

Sec. 7-2. Notices hereunder shall be sent by email and regular mail to the following chief executive officer or their successors:

Timothy K. Fitzgerald, County  
Administrator  
COUNTY OF AUGUSTA, VIRGINIA  
P.O. Box 590  
Verona, VA 24482

---

Leslie M. Beauregard, City Manager  
CITY OF STAUNTON, VIRGINIA  
P.O. Box 58  
Staunton, VA 24402

---

---

---

Michael G. Hamp, II, City Manager  
CITY OF WAYNESBORO, VIRGINIA  
P.O. Box 1028  
Waynesboro, VA 22980  
hampmg@ci.waynesboro.va.us

---

Sec. 7-3. Agreement and the attachments hereto constitute the full agreement among the Parties. This Agreement may only be amended by written amendment adopted by each of the participating governing bodies.

Sec. 7-4. The Parties hereto agree that the Augusta County Circuit Court, Virginia, shall have jurisdiction and venue as to any matters requiring court action hereunder.

#### **ARTICLE VIII.**

##### **TERMINATION OF MEMBERSHIP FROM THE RADIO SYSTEM**

Sec. 8-5. Should any Party desire to terminate its participation in the system, such Party shall provide at least one year's notice of termination and shall be responsible for all costs associated with its removal from the system and for all capital and operating costs associated with the remaining Parties continuing to operate the system without degradation of capability. Further, all system frequencies shall remain part of the system unless otherwise authorized by the licensing authority. A Party may withdraw from the system and its obligations under this MOU by providing at least one-year written notice to the other Parties. The withdrawing Party must leave core backbone equipment related to the project in place so as not to affect the entirety of the system.

IN WITNESS WHEREOF, the parties hereto have set their signatures and seals:  
COUNTY OF AUGUSTA, VIRGINIA

By: \_\_\_\_\_  
Timothy K. Fitzgerald, County Administrator

STATE OF VIRGINIA, AT LARGE  
COUNTY OF AUGUSTA, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by  
Timothy K. Fitzgerald, County Administrator, Augusta County.

My Commission expires: \_\_\_\_\_

Notary Public: \_\_\_\_\_

CITY OF STAUNTON, VIRGINIA

By: \_\_\_\_\_  
Leslie M. Beauregard, City Manager

STATE OF VIRGINIA, AT LARGE  
COUNTY OF AUGUSTA, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by Leslie  
M. Beauregard, City Manager, City of Staunton, Virginia.

My Commission expires: \_\_\_\_\_

Notary Public: \_\_\_\_\_

CITY OF WAYNESBORO, VIRGINIA

By: \_\_\_\_\_  
Michael G. Hamp, City Manager

STATE OF VIRGINIA, AT LARGE  
COUNTY OF AUGUSTA, to-wit:

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2023, by  
Michael G. Hamp, City Manager, City of Waynesboro, Virginia.

My Commission expires: \_\_\_\_\_

Notary Public: \_\_\_\_\_

## Glossary of Terms

### L3Harris, P25 Phase 2 Simulcast Radio System

There are many components that make up the Backbone of a Simulcast Radio System:

For detailed explanations of the system, refer to Exhibit A of the System Purchase Agreement:

Section 1 – System Description

Section 2 – System Drawings<sup>[CWJ1]</sup>

**Dispatch Consoles**– The SAW design will have L3Harris Symphony consoles at the three Dispatch Centers. (Augusta County, Staunton, and Waynesboro) The Dispatch Consoles allow the public safety telecommunicators to communicate with first responders over the radio system.

**Co-Locations** – Cellular or other communications providers that may lease space on towers. Each proposal for co-locations will need to be accompanied by a structural analysis and a frequency intermodulation study as to protect the integrity of the system.

**Microwave System** – This is major backhaul system for transport of communications whether it be voice or data between the Remote Tower Sites, Dispatch Centers, and the P25 Core Sites. These systems will be installed in all of the Remote Tower Sites, Paging Sites, Dispatch Centers and the Primary and Backup P25 Core Sites and they consist of the following:

Microwave radios, MPLS routers, network equipment, Antennas and Transmission lines, Dehydrators, and other devices<sup>[JW2]</sup> to interface with the radio equipment

**Network Switching Server (NSS)** – The NSS intelligently routes calls between RF sites, dispatch consoles and Interoperability Gateways.

**Pagers** – Unication P25 pagers will be used by Fire and EMS personnel to receive dispatches for calls for service. These pagers are receive only and can not be used to transmit voice calls<sup>[CGP3][A14][JW5]</sup> to the Dispatch Centers.

**Primary Network Switching Centers (NSC)** – Geo-separated high availability switches located at the City of Staunton Dispatch Center and the City of Waynesboro Dispatch Center.

**Simulcast Cells** – Simulcast cells allow the sites within each cell to use the same frequencies. There are two simulcast cells in the SAW design due to the distance between the tower sites. There are Four (4) sites with six (6) channels in the West cell and two (2) sites with six (6) channels in the East cell.

**Subscribers** – Any mobile, portable, or control station radios operating on the system.



**System Frequencies** – The frequencies are imperative to making the system work and work correctly without interference issues. The frequencies are coordinated by various coordinating agencies and granted by the FCC. They must be properly engineered to ensure correct channel spacing for all of the equipment involved in the system. They are used for the prime communications system including but not limited to the joint operation with other member localities as well as the interoperability with other agencies and non-member localities. The frequencies are sometimes shared on an approved basis for joint forces operations with other agencies.

**Tenants** – Defined as a user on the system that utilizes their own talk-group(s) to communicate. (i.e., Augusta County Sheriff's Office, Staunton Police Department, Waynesboro Fire Department, etc.)

### **Tower Sites**

West Cell – Deerfield, Elliott Knob, Reservoir Hill, and Troxell Gap

-East Cell – Grottoes, and Waynesboro

Paging Sites – Deerfield, Devils Knob (Paging Only), Grottoes, Massanutten (Paging Only), Reservoir Hill, Troxell Gap, and Waynesboro