

Chittenden County Public Safety Board of Directors
5/16/18 8:00-9:30AM
Colchester Town Hall, 781 Blakely Road

Agenda

- 1. Call to Order/Introductions**
- 2. Agenda Approval**
- 3. Public Comment**
- 4. Appointment of Asst. Treasurer and Asst. Secretary**
- 5. Technical Assistance RFP**
- 6. Funding & Expense Report/Approval of Requests for Payments**
- 7. Budget consideration /Funding Request**
- 8. Board Communications and Other Matters**
 - Steve Locke - PSAP update and Enterprise Communications Systems
 - Emma Vaugh – Logo and Letterhead
- 9. Next Meeting:** Monday, June 25th 8:00-9:30AM Colchester Town Offices, Third Floor Outer Bay Room.
- 10. Adjournment**

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Chittenden County Public Safety Authority Board of Directors Meeting Minutes

Meeting: April 18, 2018 from 7:30am to 9:00am

Location: Colchester Town Hall, 781 Blakely Road

Board of Director Attendees: Aaron Frank, Colchester Deputy Town Manager; Jessie Baker, Winooski City Manager; Richard McGuire, Williston Town Manager; Kevin Dorn, South Burlington City Manager; Darren Adams, Milton Selectboard Chair; and Steve Locke, Burlington Fire Chief Engineer.

Other Attendees: Regina Mahony, Chittenden County Regional Planning Commission; Erik Wells, Williston; Al Barber, Hineburg; Judy Dunn, Burlington; Jan Wright, Burlington; Michael Warren, Burlington; Brandi Barbeau, Burlington; Christie Lorrain, Burlington, and Pam Simays of Burlington.

1. **Call to Order/Introductions.** Aaron Frank called the meeting to order. All in attendance introduced themselves.
2. **Oath of Office.** Aaron Frank, Jessie Baker, Richard McGuire and Kevin Dorn took the CEO of City or Town oath of office for execution of duties for the Chittenden County Public Safety Authority Board of Directors. Darren Adams, Steve Locke and Aaron Frank took the appointed by a CEO of City or Town oath of office for execution of duties for the Chittenden County Public Safety Authority Board of Directors.
3. **Election of Officers.** Steve Locke made a motion, seconded by Jessie Baker, to elect Aaron Frank as Chair and Kevin Dorn as Vice Chair of the Chittenden County Public Safety Authority Board of Directors. No discussion. **Motion carried unanimously.**

Discussion ensued regarding the role of the Treasurer. Steve Locke made a motion, seconded by Jessie Baker, to elect Richard McGuire as Treasurer of the Chittenden County Public Safety Authority Board of Directors. No discussion. **Motion carried unanimously.**

Discussion ensued regarding the role of the Secretary. Aaron Frank suggested that we elect someone now, and at the next meeting we can identify an Alternate with a Staff person who may be able to assist with minutes. Kevin Dorn made a motion, seconded by Jessie Baker, to elect Steve Locke as Secretary of the Chittenden County Public Safety Authority Board of Directors. No discussion. **Motion carried unanimously.**

4. **Rules of Transaction/Annual Meeting Items.** The draft 'Board of Directors Rules of Transaction' were reviewed. The draft was prepared by Richard McGuire. It was clarified that these will be reviewed and amended on an annual basis as needed. Amendments discussed:
 - Clarify that the listed legal firms are commitments for just the first year
 - Meeting Schedule – Reschedule the September 24th meeting as that is the ICMA annual meeting.
 - Agendas – Add that if two or more members agree to add an agenda item it shall be added.
 - Public Comment at meetings – Add a sentence about the ability for the Chair to set a time limit if needed (2 to 3 minutes).
 - Section 6.6 – It was acknowledged that adhering to the decision of this Board may be challenging at times as they also need to adhere to the decisions of their own legislative bodies. No change needed.
 - Electronic voting – Add the statutory authority and requirements regarding Board of Director meeting participation via the phone.

Kevin Dorn made a motion, seconded by Jessie Baker, to approve the Board of Directors Rules of Transaction with amendments as discussed. No discussion. **Motion carried unanimously.**

5. **Agenda Approval.** Jessie Baker made a motion, seconded by Darren Adams, to approve the agenda. No discussion. **Motion carried unanimously.**
6. **Public comment.** None.
7. **Treasurer Request.** Treasurer Rick McGuire agreed to look into logistical needs (state and federal tax IDs, checking account, etc.) to establish the Town of Williston as the Fiscal Agent for the Chittenden County Public Safety Authority. Jessie Baker will share the Fiscal Agent MOU between the City of Winooski and the Special Investigations Unit as an example. The Chittenden County Public Safety Authority will be subject to its own audit.
8. **VLCT Membership.** Membership was investigated as an option for insurance. To get insurance from VLCT you need to become a member. Regardless of going through VLCT for insurance, there are many benefits of becoming a member and the Board agreed that there would be value added from VLCT membership. Kevin Dorn made a motion, seconded by Darren Adams, to become an Associate Member of VLCT. No further discussion **Motion carried unanimously.**
9. **Insurance Quotes.** Aaron Frank recused himself from the decision and vote of choosing an insurance carrier, but not future insurance decisions, as he is a member of the VLCT PACIF Board. Kevin Dorn took on the Chair. The Board of Directors reviewed the memo from Jennifer Kennelly regarding two options for insurance: VLCT PACIF and Hickok and Boardman. Steve Locke made a motion, seconded by Jessie Baker, to seek insurance from VLCT PACIF. No discussion. **Motion carried unanimously.**
10. **Becoming a PSAP.** The Board discussed the draft resolution in the packet. There was discussion about whether becoming a PSAP is a desire of the Board and if so, informing the E911 Board of that intent. The intent of becoming a public safety answering point (PSAP) is to reduce response times. In the Fall the E911 Board took a position that if this passed and if Shelburne joined they'd support moving the equipment to this organization. Without Shelburne it is a different situation; however collectively we make up a 1/5th of the state's population and significant call volume. Discussion about whether the E911 Board would transfer PSAP from Shelburne to this group. The E911 Board will need to decide how many PSAPs they are willing to host/support. There was discussion about consideration of Shelburne so they could join the Authority if they wanted to but not to the point of spending money to plan for them. Kevin Dorn made a motion, seconded by Darren Adams, to approve the resolution with the following changes: add CCPSA to the top, remove 'draft', and correct the typo in Designation in the title. No further discussion **Motion carried unanimously.**
11. **Moving Forward.** Aaron Frank listed numerous items ahead of the Board that need to be figured out, including but not limited to: the appropriate time to hire an Executive Director, determine and configure and provide coverage for the number of radio channels used to dispatch, sign lease, RFP for operations, etc. There was a discussion about whether to hire an Executive Director first or issue an RFP for a consultant for operations planning. There was a question about whether doing things ourselves which continues relationship building may help set the stage for trust in the process rather than bringing in an outside expert? While an outside consultant could cause some distrust if folks don't like what it says, a director of the effort could swim upstream against challenging questions that may best be answered by people in the business of starting and operating dispatch/PSAP's. There was also discussion regarding the scope and cost of an operations consultant. Steve Locke and Trevor Whipple will work on a draft RFP and bring it to the next meeting for a discussion regarding the scope, cost and how to pay for it. There was agreement to move forward on final planning with phased implementation as opposed to incrementally adding communities without as much of a formal end stage plan. It was acknowledged that this is a different approach than discussed previously; and may mean more investment and or more commitment from everyone now or earlier in the process. There was a suggestion to investigate the \$2 million federal grant the Sheriffs Dept. received as a possible funding source for CCPSA.
12. **Technical Assistance.** This agenda item was covered under the item of moving forward.

13. **Funding & Expense Report.** The report is included in the packet. Until Williston gets set up, CCRPC will continue to bring funding requests forward next month. Jessie Baker recommended that the Board begin to establish a FY19 budget to start to understand what expenses we may have going forward. The Board brainstormed the following expenses as a starting point: Consultant for operations planning, legal, and audit.
14. **Board Communications and Other Matters.** Emma Vaughn at CCRPC has agreed to design a logo for free. The Board agreed to take her up on that offer. Aaron Frank will ask her to attend the next meeting to discuss.
15. **Next Meeting:** May 16th 8am-9:30am at the Colchester Town Offices, Second Floor, Champlain Room. CCRPC agreed to help with minutes as the Board is getting set up over the coming year.
16. **Adjournment.** The meeting adjourned at 8:45a.m.

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CHITTENDEN COUNTY PUBLIC SAFETY AUTHORITY

Colchester, Vermont

MONTH, DAY, 2018

REQUEST FOR PROPOSALS

FOR

DISPATCH/PSAP SERVICE DEVELOPMENT,
SUPPORT AND OPERATIONS MANAGEMENT

I. Introduction: The Chittenden County Public Safety Authority, a newly formed regional government, seeks long term relationship with broadly experienced firm in the operations of public safety dispatch/answering point services to provide services ranging from operations planning to operations management. Interested proposers must request this proposal in writing from CCPSA's representative, Steve Locke at slocke@burlingtonvt.gov. Proposals which respond to this RFP without requesting a copy of the proposal through our representative shall not be considered.

II. Goal: Begin operations of a new regional PSAP/regional dispatch center within 12 months and onboard all five dispatch centers serving all member communities within 24 months.

III. Organizational Background: The Chittenden County Public Safety Authority is a regional government organization authorized under State Statutes and voter approval. The organization is comprised of six communities in Chittenden County Vermont which total approximately 105,000 residents in the cities and towns of Burlington, Colchester, Milton, South Burlington, Winooski, and Williston. Agreement is available [here](#). This effort is broadly supported by [public safety chiefs](#), as well as the elected and appointed City and Town Leadership. The Chittenden County Public Safety Authority has one board member from each community and has developed a short term and long term funding mechanism based on calls for service as outlined in the agreement. The Board consists of four municipal managers, a fire chief and a local municipal board chair. The Authority has the authority to issue debt, with voter approval. The Authority may also provide for services under contract, but the initial goal is to set up and operate services for the Towns and Cities which voted to join.

There are currently five separate dispatch centers in these communities, one for each community except that Colchester provides dispatch for Milton under contract. There are currently nineteen public safety agencies dispatched by the five local dispatch centers. Generally, each community has Police and combined Fire/EMS. However, in addition to Town EMS and Police, Colchester has three volunteer Fire Departments, and a statewide technical rescue squad. South Burlington also dispatches for the airport fire/EMS/rescue. The Chittenden County Public Safety Authority (CCPSA) agreement that the voters approved states that it will become a Public Safety Answering Point (PSAP). The State e911 board agreed that it would provide four seats (which include equipment and an operating grant of about \$180,000 annually to the authority).

The communities collectively dispatch 116,00 calls for service (as defined in the agreement) of which 22,000 were Fire and EMS with the remainder Law Enforcement, including about 3,900 calls for the County Sheriff at no charge (now and in the future). Direct costs for the year ended June 30, 2016 were \$2,724,513 and primarily covered the costs of 33 FTEE's dispatching plus one full time manager.

Following an evaluating using NENA standards a suitable location of 3,500 SF has been identified and is available. The evaluation would be available to the chosen firm. The City of Burlington has purchased and is implementing Tyler CAD, New World including a license for the Authority to utilize it. The CAD

includes an option for one way data push to a locally developed police RMS, that is used by five of the six police departments, should that be desired in the future.

This effort began with a technical [study](#) of how to implement regional dispatch following two prior studies which determined regional dispatch was [feasible and desirable](#). The technical study, included a capital cost estimate of \$633,000, net of the CAD covered by Burlington and radio system improvements which have yet to be quantified. See attachment A for capital study information.

The technical study was complemented by a parallel effort of how to set up a governing entity for regional dispatch considering the options available within the state of Vermont. The governing work culminated in a public information process, for which much information is available [here](#). Primary public benefits that we focused on included a savings of about 71 seconds in transfer time by eliminating the two step PSAP/local dispatch transfer to separate facilities; improvement of mutual aid among towns, which happens regularly for Fire and Rescue services; increased number of dispatchers on duty in a single location, allowing more dispatchers to resource multiple emergencies in a single community; additional resources to contribute to supervision, quality assurance, training, and career advancement opportunities within the field of public safety dispatch, and; dedicated oversight to more fire and emergency medical services, increasing responder safety.

The next major step for the CCPSA board will be to develop the organization to the point that it can ask the six local municipal governments to agree to fund the organization for operations and to cease providing dispatch services. The process for this is outlined in the Agreement, linked above. The Authority may also provide for services under contract. There are two communities that may consider joining at a later dates. However, the goal for the CCPSA and thus the consultant, is to set up and operate services for the Towns and Cities which voted to join.

IV. Scope of Services

A. End stage plan for dispatch/PSAP within an incremental growth model

1. How to transition up to five dispatch centers into one consolidated center with limited disruptions and recommend any services that should remain with the local community.
2. How to handle phone calls from different jurisdictions to include:
 - a. 911
 - b. business lines
 - c. non-emergent calls for service.
3. Develop/recommend public safety communications policies and procedures in line with industry best practices/standards.
4. Review current CAD/RMS systems and make recommendation for future use.

5. Recommend appropriate staffing levels and shift configuration for consolidated center based on the following considerations and explain method used to determine results.
 - a. PSAP requirements
 - b. 911 call volume
 - c. radio traffic
 - d. non-emergent phone activity
 - e. Number of officers on per jurisdiction
6. Recommend best strategy to transition current workforce into new consolidated center.
7. Recommend best strategy for a combined PSAP/Dispatch Center given expected call volume.
8. Provide recommendations on the most efficient way to use existing technology; including:
 - a. 9-1-1 customer premise equipment,
 - b. computer-aided dispatch (CAD),
 - c. recording equipment,
 - d. radio equipment,
 - e. networking
 - f. workstation equipment
 - g. fire alarm monitoring system
9. Evaluate the designated space and provide recommendations for configuration based on the operational and staffing requirements including:
 - a. Comfort
 - b. Security
 - c. Utilities
 - d. technology
 - e. environment needs
10. Recommendations on radio system(s), head end, microwave, frequencies, licensing, what is currently in place that can be utilized at the new center, what is obsolete and needs to be upgraded,
11. Recommend options for a backup center to ensure continuity of operations.

B. Services leading up to operations

To Be Determined

C. Management services (which will include post operational services should the firm be chosen to provide management)

1. Provision of an Executive Director

2. Services to support the Executive Director and the authority as a whole

D. Post operational services (in the case that the firm is not chosen to provide ongoing management services)

To Be Determined

V. Deliverable Dates: These are the dates that would be ideal for CCPSA. Please suggest alternate dates under exceptions as your firm sees fit.

IV. A Completion AND Final Acceptance within 90 days after contract award for these services. So interim and draft materials must be submitted and reviewed in advance to meet this date.

IV. B, Completion AND Final Acceptance **within 90 days** after contract award for these services. So interim and draft materials must be submitted and reviewed in advance to meet this date.

IV. C. Facility should be operational and serving at least one of our member communities **within 120 days after contract award for these services.**

IV. D. These services shall be procured on a case by case basis with individual award dates. This section is not applicable if proposer is awarded services under section IV. C.

VI. Term: For the items under IV. A. and B. the term is for the deliverables specified in sections. For IV. C. the intent is for this to be a five year contract from the day of award with a five year extension at the sole option of the CCPSA. For item IV. D, term would be for deliverables specified in award documents.

VII. Evaluation Process and Selection: CCPSA reserves the right to waive minor irregularities in proposals, to reject any and all offers, and to re-solicit or cancel this RFP without explanation. Prior to making a decision concerning the proposals, CCPSA reserves the right to request additional information from any and all firms submitting proposals.

The selection of the person, firm, or firms shall be based upon the most responsible and responsive proposal in accordance with the evaluation criteria in this Request for Proposals.

As part of the selection process, some firms may be, at CCPSA's discretion, invited to an in person interview. The interview will be at the exclusive option of CCPSA.

The following criteria will be used in evaluating proposals:

- Responsiveness to the RFP 40 percent
- Experience including Firm and staff reputation 40 percent
- Price (total 5 year fees inclusive if IV. A and IV C) 30 percent

VIII. Cost Proposal

IV. A. Fixed price costs (inclusive every expense including travel, food, copies, etc.)

IV. B Provide hourly pricing that would be valid for the next three and a half years for staff (by position, but naming individuals that fit that position as well) that you would likely assign to support CCPSA services. Travel, food, copies, etc. would be additional but agreed to in the form of actual costs but not to exceed, before award.

IV. C State annual fee to include a full time Executive Director, fill ins for Director in case of absence over three weeks, inclusive of all employer paid taxes and benefits, corporate support, overhead and profit for each of the five years of the contract assuming the contract began January 1, 2019

IX. Timeline: For Scope in IV. A. in approximate in weeks after issuance

+ 2 weeks Questions and Clarifications from potential proposers to CCPSA

+ 3 weeks Clarifications issued by CCPSA

+ 4 weeks Proposals due to CCPSA

+5 weeks, shortlist by CCPSA if desired by CCPSA

+5 weeks Questions to Proposers from CCPSA if needed

+5.5 weeks Questions to Proposers back to CCPSA

+6 weeks Negotiations with short listed proposers, in sequential or concurrent order as desired by CCPSA (approach will not be disclosed to proposers)

+8 weeks Contract Award

X. Form of Contract: There will be no contract negotiation for the services outlined in IV. A.. The form of the contract shall be the CCPSA Request for Proposals, the Proposal, any changes agreed to by both parties prior to award. The form of the contract shall be a letter tying these three document sets together. The same process would apply for services under IV. B. and IV. D. A formal contract would be expected under IV. C. CCPSA requests any proposed contract language under IV. C to be submitted as part of the proposal. This will not become part of the contract but will serve as a basis for understanding the relationship desired by the proposer.

XI. Exceptions to Proposal

XII. Submittal to CCPSA

One Paper and one electronic copy of each firm's proposal must BOTH be received at CCPSA 2:00 p.m on [redacted]. Proposals should be addressed to:

Steve Locke, Secretary

Chittenden County Public Safety Authority

c/o Burlington Fire Department

136 South Winooski Ave.

Burlington, VT 05401

slocke@burlingtonvt.gov

Telephone: 802-864-4553

The outside of the package should be clearly marked with the words “DISPATCH/PSAP SERVICE DEVELOPMENT, SUPPORT AND OPERATIONS MANAGEMENT Proposal.” Fax or email proposals will not be accepted. Proposals must be valid for a minimum of ninety days from the date of submittal.

Questions about this RFP must be submitted in writing - no telephone contact shall be permitted – to Steve Locke (see contact information above). CCPSA will provide written response of clarification requests to all persons and/or firms who have received the specifications for this Request for Proposals.

XIII. Proposal Contents:

- A. Provide a brief statement of your firm’s business history and principles.
- B. A description of the firm submitting the proposal.
- C. Submit information including names and experience of proposed staff who will be assigned to CCPSA.
- D. A representative, partial listing of ten current or former clients and contact information with particular reference to those requiring services similar to those requested by CCPSA.
- F. Fee. Complete Attachment B in entirety.
- G. Exceptions. Any deviations from the service specifications described in this request for proposals must be clearly noted in a special response section marked XIII-Exceptions.
- H. Non-Employee Work Agreement. Fill out and return the non-employee work agreement.
- I. Disclose the maximum amounts of insurance that your firm has on a standard insurance certificate. The certificate need not name CCPSA as an additionally insured although that will need to be done before a contract is awarded.

Attachment A

One Time Startup Costs from prior Study	
CAD Servers	\$50,000
NetClock	\$12,000
Voice Logging System	\$85,000
Interface Development	\$150,000
911	\$15,000
GIS	\$10,000
Law RMS	\$50,000
Fire RMS	\$15,000
ImageTrend	\$15,000
Station Alerting	\$15,000
NCIC/VCIC	\$30,000
Facility Upgrade	\$30,000
Workstation Furniture	\$144,000
Workstation Computers and Wiring	\$55,000
Telecomm Upgrades	\$25,000
Miscellaneous 15%	\$82,650
Total	\$633,650

Attachment B: Cost Proposal Form

IV. A. Consulting Services: Fixed Price: _____

IV. B. Hourly Pricing by Position/Employee

Position A (position name, name of all staff in position) _____

2018	2019	2020	2021
_____	_____	_____	_____

Position B (position name, name of all staff in position) _____

2018	2019	2020	2021
_____	_____	_____	_____

Position C (position name, name of all staff in position) _____

2018	2019	2020	2021
_____	_____	_____	_____

Position D (position name, name of all staff in position) _____

2018	2019	2020	2021
_____	_____	_____	_____

Position E (position name, name of all staff in position) _____

2018	2019	2020	2021
_____	_____	_____	_____

Position F (position name, name of all staff in position) _____

2018	2019	2020	2021
_____	_____	_____	_____

IV. C. Management Services (Calendar Year)

Financial Operation Agreement – CCPSA and the Town of Williston

This agreement is made this _____ day of _____ 2018 between the Town of Williston (Town) and the Chittenden County Public Safety Authority (CCPSA) for the purposes of administering the accounting and financial operations of CCPSA for any lawful purpose.

RECITALS

1. WHEREAS, the parties desire to enter an arrangement by which CCPSA and the Town of Williston will remain separate entities.
2. WHEREAS, CCPSA desires to have the TOWN conduct the primary financial operations of CCPSA and the TOWN accepts such obligations and will serve as a fiduciary with respect to the obligations set forth in this Agreement; and
3. WHEREAS, the Policy Board of CCPSA (“Policy Board”) will perform oversight functions for the operations of CCPSA including financial operations as set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the parties agree as follows:

TERMS AND PROVISIONS

A. TOWN RESPONSIBILITIES

- a. The Town is hereby appointed and authorized to perform all or any of the following services on behalf of CCPSA.
 - i. Financial Asset Custodian
 - ii. Accounts Payable
 - iii. Bank Statement Reconciliation
 - iv. Financial Recordkeeping
- b. The Town shall maintain a system of books and records which is adequate for the financial and tax reporting needs and requirements of CCPSA.
- c. Such books and records shall be maintained at the Town’s principal office or any other place designated and shall be available for examination by an authorized representative of CCPSA at any reasonable time.
- d. The Town shall provide to CCPSA, from time to time, on reasonable demand copies of any such books and records.

- e. The Town shall provide to CCPSA with such reports and statements concerning financial performance at such intervals as agreed between them.
- f. The Town shall remit payment on submitted and adequately approved invoices at an agreed upon periodic schedule.
- g. The Town shall reconcile all bank statements belonging to CCPSA in a reasonable interval after receipt.
- h. In performing services, the Town shall exercise the same degree of care as it exercises in respect of its own property except to such extent as may be otherwise provided in this agreement.
- i. The Town shall be responsible for contracting performance of an annual audit of financial reporting of the fiduciary accounts held on behalf of CCPSA during its own audit review.
- j. Should the Town note any irregularities in the documentation submitted with regarding to CCPSA transactions they shall notify the Policy Board.
- k. The Town shall not be responsible or liable for any loss, failure or delay in the performance of its obligations under this Agreement arising out of or caused directly or indirectly by circumstances beyond its reasonable control including without limitation, acts of God, loss or malfunction of utilities, computer (hardware or software) or communications services, accidents, regulatory changes, or acts of the government.
- l. The Town may, at its discretion, accept instructions reasonably believed to have emanated from authorized persons in which case, if it acts in good faith on such instructions, shall be binding on CCPSA and the Town shall not be liable for doing so, whether the instructions were given by the authorized person.

B. CCPSA RESPONSIBILITIES

- a. As a trustee, the Town of Williston Selectboard shall have no authority regarding the financial operations of CCPSA. The financial operations of this trust shall be governed by the CCPSA Policy Board.
- b. All property conveyed by this agreement, including any income or increment derived from the property, is the property of CCPSA and cannot be used for the benefit of the Town or its programs.
- c. Any debts or obligations associated with CCPSA remain their debts alone and are not considered obligations of the Town of Williston or its programs

- d. CCPSA shall change signatories on the bank accounts to match those of the Town. All bank accounts shall have the mailing address changed to: 7900 Williston Road, Williston, VT 05495.
- e. CCPSA shall be responsible for the timely submission of all invoices and adequate approvals under their policies and procedures.
- f. Any fraudulent charges that result of inadequate controls shall be the responsibility of CCPSA.
- g. CCPSA would be responsible for grant administration and tax filing associated with their operations. Copies of such filings shall be provided to the Town for recordkeeping purposes.
- h. CCPSA would be required to provide copies of Policy Board Minutes, Financial Policies and all other documents identified as pertinent to financial reporting or audit requirements.
- i. Should CCPSA notice any irregularities in the financial reporting documents they shall notify the designated Town contact.
- j. Should the Town fall above the threshold for Single Audit as required by OMB A-133 by an amount less than or equal to the amount of Federal Grants received by CCPSA the program will pay the incremental audit fee incurred by the Town proportional to the amount of Federal Awards received by each entity.

C. FEE FOR SERVICES

There will be no fee for services provided by the Town to CCPSA under this agreement. However, should the CCPSA hire one or more employees or should the work covered by this Agreement change substantially, this Agreement may be re-negotiated to include a fee for services.

D. COMMUNICATION

All communication with the Town regarding this agreement should be directed to:

Jennifer Kennelly
jkennelly@willistonvt.org
7900 Williston Road
Williston, VT 05495

All communication with CCPSA regarding this agreement should be directed to:

Aaron Frank
Chair, Chittenden County Public Safety Authority

AFrank@colchestervt.gov

781 Blakely Road
Colchester, VT 05446

Communication may be sent either by mail or electronically.

E. AMENDMENT

This agreement may be amended or modified only by a written agreement signed by all parties.

F. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings regarding the subject matter hereof, whether oral or written.

G. DISPUTE RESOLUTION

Should a dispute arise between the parties regarding this Agreement or the performance thereof, the parties agree to mediate the dispute with a third party neutral prior to filing suit.

H. SEVERABILITY

Each provision of this agreement is severable and distinct from the others and, if one or more provisions is or becomes illegal, invalid or unenforceable, the remaining provisions shall not be affected in any way.

I. TERM

The term of this agreement is July 1, 2018 through June 30, 2019.

SIGNATURES

CCPSA, Board Chair

Town of Williston, Town Manager

Printed Name

Printed Name

Date

Date

2019

2020

2021

2022

2023

Written Out:

2019:

2020:

2021:

2022:

2023:

FY Rough Draft 19 Budget For Consideration

Town	Population	% Allocated	\$ Allocated
Burlington	42,342	40.45%	20,224
Colchester	17,249	16.48%	8,239
Milton	10,533	10.06%	5,031
Winooski	7,250	6.93%	3,463
South Burlington	18,378	17.56%	8,778
Williston	8,932	8.53%	4,266
Total	104,684	100.00%	50,000

Est. Balance 6/30/18 **10,000**

Funding Available	60,000
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Expenses:

Consultant	43,000.00
Insurance/VLCT	2,000.00
Misc	8,000.00
Legal	5,000.00
Audit	2,000.00
Total	60,000.00



*Serving and
Strengthening
Vermont Local
Governments*

May 4, 2018

Jennifer Kennelly
Chittenden County Public Safety Authority
7900 Williston Road
Williston, VT 05495

Re: Membership Agreements and Consent to Rate Application and Disclosure Statement

Dear Jennifer:

I have attached the Agreement to Participate in PACIF, the PACIF Resolution and the Workers' Comp Resolution for signatures. I will need the original documents returned to me via mail. Also attached is a Consent to Rate Application and the explanation on that is as follows:

Since its inception in 1987 PACIF's liability coverage has included an absolute exclusion for pollution and asbestos with the knowledge and approval of the Vermont Department of Financial Regulation. Over time PACIF has been successful in expanding coverage to include some limited pollution coverage extensions as reinsurance coverage in these areas became readily available.

In late 2005 the Department of Financial Regulation asked PACIF to obtain consents from its municipal members in a manner similar to that required of commercial insurers who limit pollution coverage. The policy behind the requirement is that municipalities be informed and/or reminded of the limited coverage PACIF provides in this area. In consultation with State authorities PACIF has developed the enclosed Consent to Rate Application and Disclosure Form and agreed it will obtain written acknowledgement from each of its member municipalities. As noted, these documents serve to inform and educate our member municipalities and do not change the coverages presently provided by the Coverage Document. A copy of this disclosure will be part of each annual renewal application as a reminder of this limitation in coverage. We ask that you read, review and sign the Consent and return to our attention. If you have any questions, please do not hesitate to contact me.

Sincerely,

Pamela J. Fecteau
Sr. Underwriter

Sponsor of:

VLCT Employment
Resource and Benefits
Trust, Inc.

VLCT Municipal
Assistance Center

VLCT Property and
Casualty Intermunicipal
Fund, Inc.

POLLUTION DISCLOSURE

Your Liability Coverage contains an Absolute Pollution Exclusion in addition to Asbestos & Lead Exclusions.

This is a summary disclosure only. Refer to the actual language of the VLCT PACIF Coverage Document which controls the coverage provided

VLCT PROPERTY AND CASUALTY INTERMUNICIPAL FUND, INC.

WORKERS' COMPENSATION APPLICATION AGREEMENT ADOPTION RESOLUTION

WHEREAS, certain Vermont Municipalities, having been granted authority by the Vermont General Assembly to pool their respective self-insurance reserves, risks, claims and losses and to secure the benefits of insurance and self-insurance pursuant to the terms of 24 V.S.A., 4941-4946, established for such purpose the fund now known as the VLCT Property and Casualty Intermunicipal Fund, Inc., hereinafter referred to as the "Trust"; and

Chittenden County Public Safety Authority

WHEREAS, the Applicant _____ wishes to become a Member of the Trust participating in the workers' compensation and employers' liability coverage offered by the Trust.

NOW, THEREFORE, the Applicant and the Trust hereby mutually agree as follows:

- (1) The Applicant agrees to be bound by the provisions of the attached Agreement to Participate in the VLCT Property and Casualty Intermunicipal Fund, Inc., including any and all rules, regulations and bylaws now or hereafter adopted by the Trust, and to pay all contributions and assessments called for pursuant to the terms of said Agreement.

- (2) The Applicant hereby resolves that volunteer reserve police officers, while acting in the line of duty as defined in 21 V.S.A. 601, or as amended,

(x) shall be covered
() shall not be covered

for purposes of workers' compensation through the Applicant's participation in the VLCT Property and Casualty Intermunicipal Fund, Inc.

By: _____ Date: _____

(3) The Applicant hereby resolves that volunteer firefighters while acting in the line of duty as defined in 21 V.S.A. 601, or as amended,

- shall be covered
- shall not be covered

for purposes of workers' compensation through the Applicant's participation in the VLCT Property and Casualty Intermunicipal Fund, Inc.

By: _____ Date: _____

(4) The Applicant hereby resolves that volunteer rescue and ambulance squads while acting in the line of duty as defined in 21 V.S.A. 601, or as amended,

- shall be covered
- shall not be covered

for purposes of workers' compensation through the Applicant's participation in the VLCT Property and Casualty Intermunicipal Fund, Inc.

By: _____ Date: _____

VLCT PROPERTY AND CASUALTY INTERMUNICIPAL FUND, INC.
APPLICATION AGREEMENT ADOPTION RESOLUTION

WHEREAS, certain Vermont Municipalities, having been granted authority by the Vermont General Assembly to pool their respective self-insurance reserves, risks, claims and losses, and to secure the benefits of insurance and self-insurance pursuant to the terms of 24 V.S.A., 4941-4946, established for such purpose as of July 1, 1986, the fund now known as the VLCT Property and Casualty Intermunicipal Fund, Inc., hereinafter referred to as the "Trust"; and

WHEREAS, the Applicant wishes to become a Member of the Trust;

NOW, THEREFORE, the Applicant and the Trust hereby mutually agree as follows:

- (1) The Applicant agrees to be bound by the provisions of the attached Agreement to Participate in the VLCT Property and Casualty Intermunicipal Fund, Inc., including any and all rules, regulations and bylaws now or hereafter adopted by the Trust, and to pay all contributions and assessments called for pursuant to the terms of said Agreement.

- (2) The Applicant's initial period of membership in the Trust begins on May 1, 2018 and ends on January 1, 2019.

Date: _____ Attest: _____

Municipality: Chittenden County Public Safety Authority



**AGREEMENT TO PARTICIPATE IN THE
VLCT PROPERTY AND CASUALTY INTERMUNICIPAL FUND, INC**

This Participation Agreement is entered into by and between the VLCT Property and Casualty Intermunicipal Fund, Inc. (hereinafter VLCT PACIF) and the undersigned municipality (hereinafter the Member), which is a member of the Vermont League of Cities and Towns, for the purpose of VLCT PACIF providing to the Member property and liability coverage.

The duration of this Participation Agreement shall be for a term commencing at 12:01 a.m. on the date indicated elsewhere in this Agreement and continuing for twelve months and/or the remainder of the fund year thereafter, and for such further periods as the Member continues to pay sequel annual contributions in accordance with Section V hereof.

VLCT PACIF and the Member are desirous of setting forth the obligations and responsibilities of each party.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants contained herein, the parties hereto, intending to be legally bound hereby, agree as follows:

- I. VLCT PACIF agrees that so long as the Member is participating hereunder, it will:
 - A. Make property and liability coverage, including workers' compensation and employers' liability coverage, available to the Member in accordance with the conditions set forth in this Agreement and the conditions of the reinsurance and/or excess insurance coverage of VLCT PACIF.
 - B. Establish within VLCT PACIF separate cash reserve funds from the contributions of all Members, which funds shall be invested and shall be accounted for separately from any other year's funds of VLCT PACIF and which funds shall be used by VLCT PACIF or its designee to:
 1. Pay all operational and administrative costs incurred by VLCT PACIF attributable to VLCT PACIF.
 2. Pay covered claims incurred by the Member subject to any deductible per claim. Payment of any and all claims will be subject to the terms and conditions of the reinsurance and/or excess insurance purchased by VLCT PACIF during the term of this Agreement. VLCT PACIF, subject to the terms of its reinsurance and/or excess insurance and any applicable per claim deductible, shall be responsible for administering and paying all claims incurred and reported during the term of this Agreement, until such claims are resolved or closed, even if the Member elects to discontinue participation in VLCT PACIF.
 3. Provide reinsurance and/or excess insurance per claim and/or in the aggregate for VLCT PACIF.

- C. Collect from each Member contributions based upon the loss experience of VLCT PACIF, operating expenses, excess insurance or reinsurance costs and exposure of each Member. Such contributions shall be used to pay all administrative and reinsurance and/or excess insurance costs, claims and claim costs.
- D. Reserve the right to require an additional or supplemental contribution from each Member for any fund year in which the initial contribution and unallocated fund reserves, if any, are inadequate to pay claims, operating expenses and claim costs.
- E. Attempt to reduce risk funding costs to Members by assisting Members in the development of a municipally-oriented, comprehensive loss control program. It is understood and agreed this is only assistance and by providing this assistance, VLCT PACIF is not undertaking the Member's obligation to provide a safe facility to the public nor undertaking the Member's obligation to provide its employees and officials a safe work place. These are and shall remain obligations for which the Member is solely responsible.
- F. Furnish appropriate claims reporting forms to Members.
- G. Furnish the Member with appropriate copies of coverage agreements together with declarations of coverages provided, and exclusions from coverage.
- H. Make available for inspection upon request by any Member the books and records of VLCT PACIF.

II. The Member agrees that it will:

- A. Be responsible along with its prior insurers, if any, for all claims not covered by VLCT PACIF's coverage agreements, thereby holding VLCT PACIF financially harmless therefrom.
- B. Enroll in VLCT PACIF for an initial twelve month fund year or remaining portion thereof, an obligate itself to pay all required contributions as prescribed by the Trustees of VLCT PACIF.
- C. Cooperate with the loss control programs of VLCT PACIF. It is understood and agreed VLCT PACIF is not undertaking the Member's obligation to provide a safe facility to the public nor undertaking the Member's obligation to provide its employees and officials a safe workplace. These are and must remain obligations which are the sole responsibility of the Member.
- D. Execute and submit to VLCT PACIF or its designee any and all forms required by VLCT PACIF.

- E. Designate a risk management coordinator to act as a liaison between the Member and VLCT PACIF or its designee.
 - F. Attend training programs and sessions deemed necessary by VLCT PACIF.
 - G. By signing this Agreement grant to VLCT PACIF the full power of attorney to:
 - 1. Present all forms and information relative thereto to any administrative body, board, agency or any court of law as may be necessary to defend liability claims covered by VLCT PACIF.
 - 2. To obtain any discoverable information or data that affects any liability claims of the Member.
 - 3. To do any and all acts without qualification necessary or convenient to effectuate the implementation and performance of the herein VLCT Property and Casualty Intermunicipal Fund, Inc.
 - H. Maintain membership in the Vermont League of Cities and Towns during the term of this Agreement.
- III. This Agreement, as approved by the Member, shall be forwarded in duplicate to VLCT PACIF or its designee.
- IV. VLCT PACIF shall acknowledge acceptance of this Agreement by noting hereon in the space provided the effective date of its acceptance, and shall return a fully executed copy thereof to the Member.
- V. The effective date initiating the obligations and rights of the parties to this Agreement shall commence upon the date stated herein and upon receipt by VLCT PACIF of the Member's contributions payable in advance, and shall continue for so long as all sequel annual contributions are paid in advance in accordance with the terms of the initial and/or audit invoices submitted to the Member by VLCT PACIF. Failure by any Member to pay contributions as required by VLCT PACIF shall automatically terminate this Agreement and void Member's rights upon written notice to the Member, excepting that VLCT PACIF will continue to be liable for all claims that would otherwise be covered by VLCT PACIF incurred by the Member while the Member was in full compliance of this Agreement.
- VI. In the event of default by a Member as specified in Section V hereof, or in the event of discontinuance of participation by any Member, all Fund contributions made by any Member remain the sole property of VLCT PACIF, and said Member shall have no rights therein.

- VII. All matters relating to the organization of VLCT PACIF, voting of Members, notices, rights of Members, etc., shall be controlled and determined under the Articles of Association and Bylaws of the VLCT Property and Casualty Intermunicipal Fund, Inc. By Member's execution of this Agreement, Member acknowledges receipt of a copy of said Articles and Bylaws, and binds itself unconditionally to the terms thereof.
- VIII. Member specifically acknowledges that neither entry into this Agreement nor participation in the program constitutes a waiver of sovereign immunity, nor do the same render the Member liable for any act or omission of any other VLCT PACIF Member or VLCT PACIF itself.
- IX. VLCT PACIF shall have the right and power to perform all or any part of the obligations set forth in Article I hereof through agents, contractors, and independent administrators.
- X. VLCT PACIF, IN ISSUING THIS INTERMUNICIPAL INSURANCE AGREEMENT, HAS NOT BEEN LICENSED AS AN INSURANCE COMPANY BY THE STATE OF VERMONT BUT IS APPROVED AS AN INTERMUNICIPAL INSURANCE AGREEMENT. ANY DEFAULT ON THE PART OF VLCT PACIF IS NOT COVERED BY THE VERMONT PROPERTY AND CASUALTY INSURANCE GUARANTEE ASSOCIATION.

VLCT PROPERTY AND CASUALTY
INTERMUNICIPAL FUND, INC.

MEMBER
MUNICIPALITY: Chittenden County Public Safety Authority

BY: _____
(VLCT PACIF Authorized Representative)

BY: _____
(Board Chairman) Aaron Frank

Date Signed

Date Signed

Effective Date of Coverage

Sherry LeBarge
Risk Management Coordinator

802-264-5509
Telephone Number



Information Items:

- 1) E911 Board Request for Input
- 2) Signed Oaths of Office
- 3) Rules of Transaction as edited 4-18-18

From: Aaron Frank
To: ["Neal, Barbara"](#)
Cc: [Steven Locke](#)
Subject: RE: CCPSA Input Requested - ECS Rulemaking
Date: Wednesday, May 2, 2018 6:40:00 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)

Ms. Neal,

We very much appreciate the e911 board proving CCPSA the opportunity to consider this rulemaking. Colchester Town owns an ECS that spans six buildings over at least four miles over fiber, copper and IP. So I can see how much of a problem it would create if these systems didn't provide the right information to e911.

I have shared this with all of our member communities and asked them to provide any input to Steve Locke. Steve will consolidate any feedback and provide it back to you on our behalf.

Thanks,

Aaron



Aaron Frank
Town Manager
Town of Colchester
781 Blakely Rd. Colchester, Vermont 05446
P: 802.264-5509 | F: 802.264.5503

colchestervt.gov

Notice – Under Vermont's Public Records Act, all e-mail, e-mail attachments as well as paper copies of documents received or prepared for use in matters concerning Town business, concerning a Town official or staff, or containing information relating to town business are likely to be regarded as public records which may be inspected by any person upon request, unless otherwise made confidential by law. If you have received this message in error, please notify us immediately by return email. Thank you for your cooperation.

From: Neal, Barbara [mailto:Barbara.Neal@vermont.gov]
Sent: Wednesday, May 2, 2018 2:09 PM
To: Aaron Frank
Cc: Steven Locke
Subject: CCPSA Input Requested - ECS Rulemaking

Good Afternoon Mr. Frank,

The Vermont Enhanced 911 Board is in the process of drafting a proposed rule related to Enterprise Communications Systems (ECS) in Vermont. An ECS is any networked communication system serving two or more stations, or living units, within an enterprise. ECS includes, but is not

necessarily limited to, circuit-switched networks such as Multi-Line Telephone Systems (MLTS) or Legacy ECS; PBX, IP-based systems, and cloud-based technology. These systems are common in many facilities including businesses, hotels, hospitals, governmental facilities (state, local, and regional), shared residential facilities, schools, and other public and private institutions.

[30 V.S.A. § 7057](#) speaks to the 911 requirements for an ECS (currently referred to as “privately-owned telephone systems’ in the statute). Historically these systems have included multi-line telephone systems such as PBX’s, Centrex systems and, as technology has evolved, IP-based telephone systems. These types of systems must send specific information to the 911 call-taker’s screen when a call is placed: the verified street address and community name of the facility, a unique phone number that has call back capability for the handset in use, and specific location information (floor and room number) for the handset within the facility.

The purpose of the requirements is to help ensure that emergency responders can quickly locate 911 callers in facilities using an ECS – especially in situations where the caller is unable to speak due to illness, injury, or imminent danger. It is our intent to formalize the Board’s requirements and provide clarity and guidance to entities that use an ECS through this rulemaking process.

The 911 Board would like to provide you and the Chittenden County Public Safety Authority the opportunity to review the draft language (attached) prior to initiation of the formal rulemaking process. Please let us know your thoughts about this rule and how it may impact your constituents and stakeholders. A response by June 1, 2018 is appreciated.

Thank you and please let me know if you have any questions.

Barbara Neal
Executive Director
Vermont Enhanced 9-1-1 Board
100 State St, 4th Floor
Montpelier, VT 05620-6501
802-828-4911

Please note my e-mail address has been changed to barbara.neal@vermont.gov

Rule Governing the 911 Requirements for Enterprise Communications Systems

1.0 Authority

This rule is adopted pursuant to 30 V.S.A. § 7057.

2.0 Purpose

The public expects that a 911 call made from any device anywhere in the state will be routed to the appropriate Public Safety Answering Point (PSAP) with accurate location information so that a dispatchable location can be provided to emergency responders.

The purpose of this rule is to define the 911 requirements for all Enterprise Communications Systems (ECS), also referred to as privately owned telephone systems or multi-line telephone systems, that provide access to the Public Switched Telephone Network (PSTN) for end users within the State of Vermont.

3.0 Definitions

- 3.1 Automatic Location Identification (ALI)** – An enhanced 911 service capability that allows for the automatic display of information relating to the geographical location of the communication device used to place a 911 call.
- 3.2 Automatic Number Identification (ANI)** – The telephone number associated with the access line from which a call originates.
- 3.3 Enterprise Communications Systems (ECS)** – any networked communication system serving two or more stations, or living units, within an enterprise. ECS includes, but is not necessarily limited to, circuit-switched networks (Multi-Line Telephone Systems (MLTS) or Legacy ECS), IP-based systems and cloud-based technology. An enterprise may include, but is not limited to, business entities, governmental agencies or facilities, shared residential facilities, and educational institutions.
- 3.4 Call Back Number (CBN)** – a unique telephone number that can be dialed to reconnect with the originator of a 911 call.
- 3.5 Dispatchable Location** – the location information delivered to the PSAP by the ECS provider with a 911 call. The location information must consist of the verified street address and community name, plus additional information to adequately identify the location of the calling party. The additional location information must include floor level (if applicable) and the more granular of suite, apartment, or room identifier. Any single room larger than 10,000 square feet must include additional granular information such as pole number, cubicle

number, or other logical landmark or physical information to identify the location of the calling party.

- 3.6 Location Information Server (LIS)** – a functional element in an IP-capable originating network that provides locations of endpoints (i.e., calling device). A LIS can provide Location by-Reference, or Location-by-Value, and, if the latter, in geo or civic forms. A LIS can be queried by an endpoint for its own location, or by another entity for the location of an endpoint. In either case, the LIS receives a unique identifier that represents the endpoint, for example an IP address, circuit-ID or Media Access Control (MAC) address, and returns the location (value or reference) associated with that identifier. The LIS is also the entity that provides the dereferencing service, exchanging a location reference for a location value.
- 3.7 Location Validation Function (LVF)** – a functional element that is part of an Next Generation Core Services (NGCS) that provides validation of a civic address against the authoritative 911 GIS database.
- 3.8 Multi-Line Telephone System (MLTS)** – A system comprised of common control unit(s), telephone sets, control hardware and software and adjunct systems providing telephone service to multiple end-use customers in businesses, apartments, townhouses, condominiums, schools, dormitories, hotels, motels, resorts, extended care facilities, or similar entities., This includes network and premises based systems. e.g., Centrex, VoIP, as well as PBX, Hybrid, and Key Telephone Systems (as classified by the FCC under Part 68 Requirements) and includes systems owned or leased by governmental agencies and non-profit entities, as well as for profit businesses
- 3.9 National Emergency Number Association (NENA)** - professional organization focused on 911 policy, technology, operations, and education issues.
- 3.10 Public Safety Answering Point (PSAP)** – an emergency communications center capable of processing 911 calls.
- 3.11 Public Switch Telephone Network (PSTN)** - The interconnected set of telecommunications networks that use analog or Time Division Multiplexing (TDM) format to transmit voice calls between end-user customers and the telecommunications network.
- 3.12 Station** – a telephone handset, customer premise equipment (CPE) or calling device that is capable of initiating a call to 911.
- 3.13 Shared Residential ECS** - an ECS serving two or more living units.

4.0 General Requirements

- 4.1** ECS end users shall have the ability to directly initiate a call to 911 without dialing any additional digit, code, prefix or post-fix.
- 4.2** The ECS shall provide ANI for every station or living unit with a station.
- 4.3** The ECS shall provide a unique Call Back Number (CBN) for every station or living unit with a station. The CBN will allow the Vermont 911 system to dial-back the originating station or living unit.
- 4.4** The ECS shall provide ALI to include a CBN and a dispatchable location for every station or living unit with a station.
- 4.5** The ALI shall be provided by a third-party database provider, a LIS, or a future technology recognized and accepted by NENA standards and the Vermont Enhanced 911 Board.
- 4.6** The ECS shall route 911 calls to the appropriate Public Safety Answering Point (PSAP) based upon the caller's location.
- 4.7** Compliance with this rule will be assessed through a 911 test call procedure coordinated and authorized by the Vermont Enhanced 911 Board.
 - 4.7.1** No test calls to 911 are permitted unless authorized in advance by the Vermont Enhanced 911 Board.

5.0 ALI/Location Provider Maintenance

- 5.1** ECS ALI information must be validated using the Vermont LVF to confirm the accuracy of house number, street address, and community name in the ALI.
- 5.2** ECS ANI, ALI, CBN and dispatchable location must be accurately maintained for each station or living unit equipped with a station in the system.
- 5.3** ALI or other reported database discrepancies must be resolved within two (2) business days.
- 5.4** All ALI and dispatchable location information shall be audited at least once annually and any errors corrected.
- 5.5** The Vermont 911 Board may request, review and/or test the location data of any ECS at any time and require that corrections be made to any errors within a Board-determined time frame.

6.0 Data Exchange Format for the ECS Database

6.1 ECS database systems must comply with the data exchange format currently in use by the Vermont Enhanced 911 Board's Database Management Service Provider.

7.0 Service Provider Customer Education Requirements

7.1 One month after the approval of this Rule, all dial tone service providers providing PSTN access must:

7.1.1 Distribute to existing ECS customers the customer advisory brochure (*ECS 911 Advisory Brochure*) accessible on the Vermont Enhanced 911 Board website.

7.1.2 Distribute the *ECS 911 Advisory Brochure* and any applicable updates, to their prospective customers when those customers initiate ECS services and/or request information on Enterprise Communication Systems;

8.0 Waivers and Enforcement

8.1 The Vermont Enhanced 911 Board may grant a waiver to these requirements if, in the judgment of the Board, the ECS is actively engaged in becoming compliant with this rule, is likely to comply with this rule in a reasonable amount of time, and will do so in accordance with standards and procedures adopted by the Board by rule.

8.2 Any ECS seeking a waiver to any provision of this rule must contact the Enhanced 911 Board, and provide, in writing,

9.2.1 The provision for which the waiver is sought;

9.2.2 The reason the waiver is sought

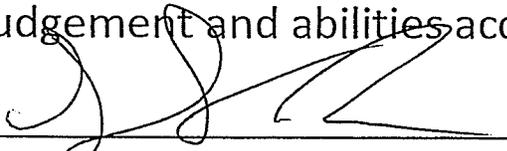
9.2.3 The plan to remedy the violation.

8.3 If a waiver is granted, the ECS must comply with any interim requirements imposed by the Board to mitigate the impact of system limitations on end users. Such requirements may include, but are not limited to, end user education, posting of location information, or other similar requirements.

8.4 Pursuant to section 30 V.S.A. § 7061(a), the Enhanced 911 Board may file a civil action for injunctive relief in Washington county superior court to enforce this rule. The court shall award the board its costs and reasonable attorneys' fees in the event that the board prevails in an action under this subsection.

Vermont Oath of Allegiance
(For those who are appointed by CEO)

I solemnly swear that I will faithfully execute the duties of Director of the Chittenden County Public Safety Authority assigned to me by letter of appointment to the best of my judgement and abilities according to law. So help me God.



Signature of Director

Burlington

Town of Residence

CERTIFICATE OF AUTHORITY BEFORE WHOM OATH IS TAKEN

STATE OF VERMONT)
Chittenden County, ss.)

I hereby certify that on the 18 day of April, 2018, Steven Locke personally appeared before me at Colchester, Vermont and took and subscribed the foregoing oaths or affirmations of office and allegiance.

Date Commission expires: 2/10/19



Signature of Notary Public or person administering oath



Vermont Oath of Allegiance

I solemnly swear that I will faithfully execute the duties of Director of the Chittenden County Public Safety Authority to the best of my judgement and abilities according to law. So help me God.

Jessie Baker
Signature of Director

Winooski
Town of Residence

CERTIFICATE OF AUTHORITY BEFORE WHOM OATH IS TAKEN

STATE OF VERMONT)
Chittenden County, ss.)

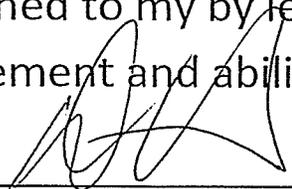
I hereby certify that on the 18 day of April, 2018, Jessie Baker personally appeared before me at Colchester, Vermont and took and subscribed the foregoing oaths or affirmations of office and allegiance.

Date Commission expires: 2/10/19

J. Prater, Asst Clerk/Treasurer
Signature of Notary Public or person administering oath

Vermont Oath of Allegiance
(For those who are appointed by CEO)

I solemnly swear that I will faithfully execute the duties of Director of the Chittenden County Public Safety Authority assigned to my by letter of appointment to the best of my judgement and abilities according to law. So help me God.



Signature of Director

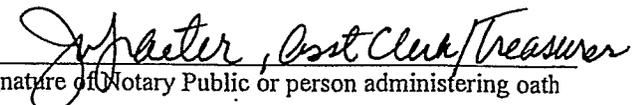


Town of Residence

CERTIFICATE OF AUTHORITY BEFORE WHOM OATH IS TAKEN

STATE OF VERMONT)
Chittenden County, ss.)

I hereby certify that on the 18 day of April, 2018, Darren Adams personally appeared before me at Colchester, Vermont and took and subscribed the foregoing oaths or affirmations of office and allegiance.



Signature of Notary Public or person administering oath

Date Commission expires: 2/10/19

Vermont Oath of Allegiance

I solemnly swear that I will faithfully execute the duties of Director of the Chittenden County Public Safety Authority to the best of my judgement and abilities according to law. So help me God.



Signature of Director

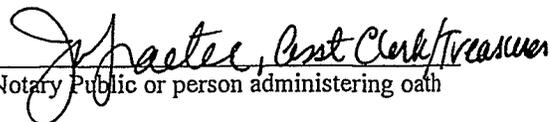
Williston

Town of Residence

CERTIFICATE OF AUTHORITY BEFORE WHOM OATH IS TAKEN

STATE OF VERMONT)
Chittenden County, ss.)

I hereby certify that on the 18 day of April, 2018, Richard McGuire personally appeared before me at Colchester, Vermont and took and subscribed the foregoing oaths or affirmations of office and allegiance.


Signature of Notary Public or person administering oath

Date Commission expires: 2/10/19

Vermont Oath of Allegiance
(For those who are appointed by CEO)

I solemnly swear that I will faithfully execute the duties of Director of the Chittenden County Public Safety Authority assigned to my by letter of appointment to the best of my judgement and abilities according to law. So help me God.

Aaron Frank

Signature of Director

Colchester

Town of Residence

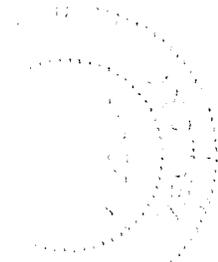
CERTIFICATE OF AUTHORITY BEFORE WHOM OATH IS TAKEN

STATE OF VERMONT)
Chittenden County, ss.)

I hereby certify that on the 18 day of April, 2018, Aaron Frank personally appeared before me at Colchester, Vermont and took and subscribed the foregoing oaths or affirmations of office and allegiance.

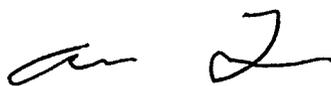
Date Commission expires: 2/10/19

J. Fracter, Asst. Clerk/Treasurer
Signature of Notary Public or person administering oath

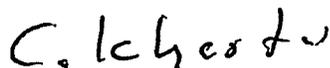


Vermont Oath of Allegiance

I solemnly swear that I will faithfully execute the duties of Director of the Chittenden County Public Safety Authority to the best of my judgement and abilities according to law. So help me God.



Signature of Director



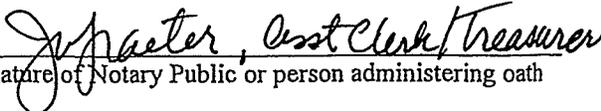
Town of Residence

CERTIFICATE OF AUTHORITY BEFORE WHOM OATH IS TAKEN

STATE OF VERMONT)
Chittenden County, ss.)

I hereby certify that on the 18 day of April, 2018, Aaron Frank personally appeared before me at Colchester, Vermont and took and subscribed the foregoing oaths or affirmations of office and allegiance.

Date Commission expires: 2/10/19



Signature of Notary Public or person administering oath

Vermont Oath of Allegiance

I solemnly swear that I will faithfully execute the duties of Director of the Chittenden County Public Safety Authority to the best of my judgement and abilities according to law. So help me God.



Signature of Director

SOUTH BURLINGTON
Town of ~~Residence~~ SERVILS

CERTIFICATE OF AUTHORITY BEFORE WHOM OATH IS TAKEN

STATE OF VERMONT)
Chittenden County, ss.)

I hereby certify that on the 18 day of April, 2018, Kevin Dorn personally appeared before me at Colchester, Vermont and took and subscribed the foregoing oaths or affirmations of office and allegiance.

Date Commission expires: 2/10/19



Signature of Notary Public or person administering oath

CHITTENDEN COUNTY
PUBLIC SAFETY AUTHORITY

BOARD OF DIRECTORS
RULES OF TRANSACTION

Adopted: April 18, 2018

CCPSA Board of Directors

Steven Locke, Burlington

Kevin Dorn, South Burlington

Aaron Frank, Colchester

Richard McGuire, Williston

Darren Adams, Milton

Jessie Baker, Winooski

Chittenden County Public Safety Authority
781 Blakely Rd
Colchester, VT 05446

Abstract:

The CCPSA Rules of Transaction is a policy approved by the its Board of Directors usually at their organizational meeting in April annually. The Rules outline basic operational procedures for the Board.

**Chittenden County Public Safety Authority
Board of Directors Rules of Transaction**

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Definitions:

- Members are municipalities that have joined through an affirmative vote of the voters
- Directors sit on the Board and represent the interests of municipalities
- The CCPSA (the Authority) is the union municipal district itself
- The CCPSA Board is the governing body and policy setting entity of the union municipal district (the Authority)

**Chittenden County Public Safety Authority
Board of Directors Rules of Transaction**

1. GENERAL

On the first Wednesday in April, or on such other date in April as is duly noticed to Member Municipalities by posting at the Members' municipal offices at least seven (7) calendar days in advance, the Board of Directors of the Chittenden County Public Safety Authority (hereafter "the CCPSA" or "the Authority") shall hold its organizational meeting at a time and place designated by the Board Chair. The aforementioned notice and posting requirements shall be in addition to any other requirements set forth in the Vermont Open Meeting Law. The Rules that follow are intended to serve as the rules of transaction until the organizational meeting is held the following year. References are made in these Rules to provisions included in the Agreement to Create the Chittenden County Public Safety Authority (hereafter "the Agreement").

During 2018-2019 year that this Rules of transaction covers, the Authority will be represented by Stitzel Page and Fletcher, PC; for Labor and Employment Law by Paul Frank + Collins, PC.; and other attorneys will be retained as approved by the Board as appropriate given the expertise required.

2. RULES OF ORDER

The Chair shall rule on all questions of order or procedure and shall enforce these rules as required by 1 V.S.A. § 312(h) and be guided by Robert Rules of Order.

3. ELECTION / APPOINTMENT OF OFFICERS

The roles are defined as Chair / Vice-Chair of the CCPSA Board and Secretary/Treasurer of the Authority. Parallel to a town government structure - the Secretary/Treasurer serves the overall operation of the municipality akin to the Town Clerk/Treasurer. There is not a Clerk position for the Board itself.

- 3.1. Procedures for electing officers are as follows as provided for in the Agreement (Section 7 (b)): At the organizational meeting, the Board shall elect from among its Membership a Chair and a Vice Chair each of whom shall hold office for one year or until a successor is duly elected and qualified.
- 3.2. No Director shall be elected Chair for more than three consecutive terms unless he or she receives the affirmative vote of at least a majority of the Directors of the Board plus at least one additional member.

- 3.3. The Secretary and Treasurer of the Authority shall be appointed by the Board and may be a Director. The Secretary and Treasurer, with the approval of the Board, may each appoint an assistant, who shall not be a Director. The Secretary or the Board may withdraw any appointment to the position of assistant secretary at any time. The Treasurer or the Board may withdraw any appointment to the position of assistant treasurer at any time.

4. DUTIES OF OFFICERS

- 4.1. The Chair of the Board shall have the same duties and authority as the chair of a municipal legislative body under Vermont law. In the Chair's absence, the Vice Chair shall fulfill the duties and responsibility of, and have the same authority as, the Chair.
- 4.2. The Secretary and Treasurer shall serve at the Board's pleasure and shall perform all of the duties and functions described in the Agreement.

5. CCPSA BOARD MEETINGS – PUBLIC ACCESS

- 5.1. Definition - A meeting is generally defined as any gathering of a majority of CCPSA Directors members where CCPSA business is discussed. Social gatherings become meetings if CCPSA business is discussed by a majority of the CCPSA Directors.
- 5.2. Meeting Location - All meetings of the CCPSA Board of Directors shall be held at the Colchester Town Hall (781 Blakely Road, Colchester, Vermont, in the Outer Bay Conference Room on the 3rd Floor) unless otherwise specified. In all cases, meeting places must be designed to include members of the public.
- 5.3. Meeting Schedule - In general the CCPSA Board of Directors will meet on the fourth Monday of the month at 8 AM, and other dates and times as appropriate. Regular meetings and starting times may be subject to change as determined by the CCPSA Board of Directors. In addition, special meetings may be called, also as determined by the CCPSA Board of Directors. (1 V.S.A. § 312 (c)(1)) Meetings for the next year are as outlined below:

2018

Wednesday April 18, 7:30-9:00AM (already scheduled)
Wednesday May 16th 8:00-9:30AM (already scheduled)
Monday June 25th 8:00-9:30AM
Monday July 23rd 8:00-9:30AM
Monday August 27th 8:00-9:30AM
Monday September 24th 8:00-9:30AM

Monday October 22nd 8:00-9:30AM
Monday November 26th 8:00-9:30AM
Monday December 17th 8:00-9:30AM (holiday exception)

2019

Monday January 28th 8:00-9:30AM
Monday February 25th 8:00-9:30AM
Monday March 25th 8:00-9:30AM
Monday April 29th 8:00-9:30AM (school break exception)

- 5.4. Agendas - Each CCPSA Board meeting shall have an agenda. Directors who wish an issue to be added to the agenda shall notify the Chair. If two or more board members request an item to be placed on the agenda, the Chair shall grant the request. The Chair shall determine the final content of the agenda.
- 5.5. Posting of Agenda - At least 48 hours prior to a regular meeting, and at least 24 hours prior to a special meeting, a meeting agenda shall be posted in or near the municipal office of each member municipality and on the Authority website. The Authority will utilize the website of the Chittenden County Regional Planning Commission, Dispatch Page, as if it were its own, for the purpose of posting agendas and minutes <https://www.ccrpcvt.org/our-work/emergency-management/regional-dispatch/>. The agenda must also be made available to any person who requests such agenda prior to the meeting.
- 5.6. Open to Public - All meetings of the CCPSA Board of Directors and of any committees thereof shall be open to the public, except as provided for in State law. Meeting agendas shall be posted in accordance with state law.
- 5.7. Accessibility - The CCPSA will comply with the Americans with Disabilities Act and make every reasonable effort to accommodate all individuals interested in participating in meetings.
- 5.8. Access to Public Records. Public records include any communication, regardless of form, relating to the conduct of agency business (1 V.S.A. § 316). Records will be stored at the municipal office of the Secretary of the Authority. Records should be made available for public inspection and copying during normal office hours.
- 5.9. Electronic Mail – Communications between Directors regarding the CCPSA using electronic mail (email) could be subject to discovery as part of a lawsuit. A discussion of issues related to CCPSA using email as a forum among a quorum of the CCPSA Board can be considered as an unscheduled and unwarned meeting of the CCPSA Board of Directors.

- 5.10. Public Comment - There shall be reserved a period during each regular and special meeting of the CCPSA Board of Directors for public comment on any issue. This time and comment period may be subject to reasonable rules of the Chair including, but not limited to:
- Comment by the public or members of the body must be addressed to the chair or to the body as a whole, and not to any individual member of the body or public. The Chair may set limits on comments by time or topic if needed.
 - Members of the public must be acknowledged by the chair before speaking.
 - If a member of the public has already spoken on a topic, he or she may not be recognized again until others have first been given the opportunity to comment.
 - Public comment must be allowed prior to the CCPSA Board of Directors taking action.
 - Opportunities to express one's opinion outside of the "Comment Period" may be permitted during the meeting but reasonable limits may be placed by the Chair on the duration and frequency of participation. (1 V.S.A. § 312 (h))
- 5.11. Minutes – Minutes must contain a list of Directors present; list of all active participants; all motions, proposals, and resolutions made, and what action taken or disposition was made; and the results of any votes, with a record of individual votes. (1 V.S.A. §312 (b)(1))

6. QUORUMS AND VOTING

- 6.1. There are six (6) members presently on the CCPSA Board of Directors. At all meetings of the Board, four Directors, who are present and eligible to vote, shall constitute a quorum for the transaction of business. A vote of four Directors is always required to take binding action. Per state statutes, Director's may participate in the meeting electronically, and shall arrange with the meeting location host in advance to do so.
- 6.2. A CCPSA Director need not withdraw from deliberations and action if his or her private interest is common to numerous persons in the county. In the event that a disqualified Director is the Chair of the Board, the Vice-Chair shall preside over deliberations and actions in question. If the Vice-Chair is also disqualified, a majority of the remaining CCPSA Directors shall designate a temporary chair to preside during meetings and actions on the matter in question.
- 6.3. Any person who perceives a conflict of interest should so indicate to the CCPSA Board of Directors in writing or on the record at a public meeting.
- 6.4. Directors are encouraged to state their reasons for a vote before the vote is made. After a vote the decision of the Authority is the vote of the majority of the Board.

- 6.5. Any CCPSA Director shall have the right to express dissent from or protest against any motion or resolution of the CCPSA Board of Directors at the time it is made and if requested, may have the reason therefore entered in the minutes.
- 6.6. CCPSA Directors are strongly encouraged to respect decisions of the Board in the public and political arena. The Board Chair, Vice-Chair, or other designee should represent the decision of the Board as needed to the public and media.

7. VOTING

- 7.1. The votes during all meetings of the CCPSA Board of Directors shall be transacted as follows: Unless otherwise provided for by statute, ordinance, or resolution, all votes shall be taken by voice, except that at the request of any CCPSA Director, the Chair shall take a roll call vote. The Chair shall determine the roll call vote order.
- 7.2. CCPSA Board votes must be taken in warned, open meetings.
- 7.3. Motions shall be made in the affirmative whenever possible.

8. COMMITTEES

- 8.1. Per the Agreement (Section 14) the Board shall have the authority to establish any and all committees as it may deem necessary, including committees with membership other than Directors. The Board shall establish an advisory committee comprised of the public safety chiefs or their designees from member municipalities. The Board shall define the mission, term, authority, and appointment process for any committee prior to its establishment.

9. RESOLUTIONS AND MOTIONS

- 9.1. Resolutions - An enacted resolution is a non-binding statement.
- 9.2. Motions - An enacted motion is a form of action taken by the CCPSA Board of Directors to direct that a specific action be taken.
- 9.3. Policies – An enacted policy is a binding statement on an issue and may include specific procedures to be followed by staff or members of committees.

10. SPECIAL CCPSA BOARD MEETINGS

- 10.1. The Chair or any four members of the CCPSA Board of Directors may call a special meeting.
- 10.2. Notice of the special meeting shall be prepared in writing by the Secretary of the Authority. The notice shall contain the following information about the meeting: time, place, and business to be transacted.
- 10.3. The only action that may be taken at a special meeting is that which is announced in the notice or agenda for the meeting.

11. DIRECTOR OF PUBLIC SAFETY COMMUNICATIONS

The Board may appoint a Public Safety Communications Director who shall have the authority to employ other personnel as necessary for the conduct of the business of the Authority. The Public Safety Communications Director shall serve at the Board's pleasure and subject to such rules, policies and requirements as the Board may establish.

12. PUBLIC HEARING NOTICES

Public Hearings shall be duly warned in Seven Days or the Burlington Free Press. (17 V.S.A. § 2641 (b))

13. EXAMINING AND ALLOWING CLAIMS

- 13.1. The Treasurer of the Authority is charged with the responsibility of examining and allowing claims against the Authority for Authority expenses and shall draw orders for such claims to the party entitled to payment per the Agreement (Section 11(a)).
- 13.2. The Treasurer shall report to the Board on each review at the next meeting of the Board, including the total amount of each warrant approved with individual vendor payments, and notations of any payments not approved.
- 13.3. The Treasurer shall have the custody of the funds of the Authority and shall be the disbursing officer of the Authority. The Treasurer or assistant treasurer shall sign, make, or endorse in the name of the Authority all checks and orders for the payment of monies and pay out and disburse the same per the Agreement (Section 11(b)).

14. RULE AMENDMENTS

These rules may be amended by a majority vote of the CCPSA Board of Directors and should be readopted annually at the organizational meeting.

Adopted by the Board on April 18, 2018