

**Chittenden County Public Safety Board of Directors**  
6/25/18 8:00-9:30AM  
Colchester Town Hall, 781 Blakely Road

**Agenda**

- 1. Call to Order/Introductions**
- 2. Agenda Approval**
- 3. Public Comment**
- 4. Approval of Minutes from 4/18/18 and 5/16/18**
- 5. Technical Assistance RFP**
- 6. Funding & Expense Report/Approval of Requests for Payments**
- 7. Financial Services Agreement**
- 8. Budget consideration / Funding Request**
- 9. Board Communications and Other Matters**
  - Emma Vaugh – Logo and Letterhead
- 10. Next Meeting:**
  - Monday, July 23th 8:00-9:30AM Colchester Town Offices, Third Floor Outer Bay Room.
  - Reschedule September, 24th meeting to Monday, October 1<sup>st</sup>
- 11. 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 24<sup>th</sup> 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 1/5<sup>th</sup> 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 16<sup>th</sup> 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 Board of Directors Meeting Minutes**

**Meeting:** May 16, 2018 from 8:00am to 9:30am

**Location:** Colchester Town Hall, 781 Blakely Rd.

**Board of Director Attendees:** Aaron Frank, Colchester Town Manager; Jessie Baker, Winooski City Manager, Richard McGuire, Williston Town Manager; Kevin Dorn, South Burlington City Manager; Steve Locke, Burlington Fire Chief Engineer.

**Other Attendees:** Erik Wells, Williston; Charlie Baker, CCRPC; Emma Vaughn, CCRPC; Pam Simays, Burlington Police Department; Jon Wheeler, Colchester PD; Megan Severance, Colchester PD/CRS; Judy Dunn, Burlington Police Department

- 1. Call to Order/Introductions** | Aaron Frank called the meeting to order. All in attendance introduced themselves.
- 2. Agenda Approval** | Aaron Frank recommended adding an Item 6A – Approval of bills not previously approved and an item 6B – Approve the purchase of insurance and authorize the Chair to sign on behalf of the CCPSA. **Steve Locke made a motion, seconded by Jessie Baker, to amend the Agenda to add Item 6A and item 6B.** No discussion. **Motion carried unanimously.**
- 3. Public Comment** | None.
- 4. Appointment of Asst. Treasurer and Asst. Secretary** | **Steve Locke made a motion, seconded by Jessie Baker, to appoint Charlie Baker as Assistant Secretary.** No discussion. **Motion carried unanimously.** **Richard McGuire made a motion, seconded by Kevin Dorn, to appoint Jennifer Kennelly as Assistant Treasurer.** No discussion. **Motion carried unanimously.**
- 5. Technical Assistance RFP** | Steve Locke updated the group on the status of the draft RFP. After the April 18 CCPSA meeting, a group was assembled (including Jeff Barton, LT. Operations, Colchester Police Dept. and Jannine Wright, Deputy Chief of Admin., Burlington Police Dept.) to develop an RFP as requested to provide more information needed to make CCPSA operational. The RFP includes both a component of information to be developed and an option to provide an Executive Director to bring CCPSA to an operational and run it for the first five years. Jessie Baker requested to walk through the draft RFP. Jessie asked if we know firms that do this? Steve Locke answered that there were at least three large firms that provide these services: Mission Critical Partners, LR Kimball, and IXP.

There was a discussion regarding the scope of the RFP and the cost. Aaron Frank noted that he and Charlie Baker worked up a draft budget a year ago and he reworked it a bit for this purpose.

The Board walked through the draft RFP document. Jessie Baker suggested the following edits:

**Goal section (page 2)** | Add to the goal; that the selected firm will provide information to CCPSA board members that will help them support the decision of their City Councils and Selectboards on whether or not to sign the memorandum on cost sharing which will commit the communities to pay for and receive dispatch services.

**Organization background (page 2, 2<sup>nd</sup> paragraph)** | Add St. Michael's rescue services.

**Scope of services A.3.** (page 3) | Add to the task or a new task, how dispatch will interact with each alarm ordinance in each community

**Scope of services A.5.** (page 4) | Add compensation to this. Steve Locke noted that compensation was purposefully left off because that will estimated locally. No change needed.

**Scope of services A.** (page 4) | The firm should recommend a budget and capital plan for the organization.

**Deliverable Dates** | Clarification is needed in this task description to refer to tasks in section IV.

**Evaluation Process and Selection** | Charlie Baker suggested that Price be reduced to 20% as the current % added up to 110%.

**Attachment A** | Reference back to page 3 title of the attachment.

There was a discussion about whether any others need to review the RFP and provide feedback to Steve before it's released. It was decided that it's high level enough that further review is not needed. Kevin Dorn suggested it's sent out right away. Jessie Baker noted that she thinks it will cost more than we think. Aaron asked if Steve would do some proofing of the dates, and that the group could work on additional funding sources while the RFP runs. The consensus was to have Steve go forward with issuing the RFP. **Kevin Dorn made a motion, seconded by Jessie Baker, to authorize Steve to release the RFP.** No discussion. **Motion carried unanimously.**

6. **Funding & Expense Report/Approval of Requests for Payments** | Treasurer Rick McGuire completed the application to become a VLCT member. Insurance is effective as of May 1, and a bill will follow. A federal tax ID # was acquired. As Williston will be providing ongoing financial support, Rick thought it would be useful to have a written agreement that spells out responsibilities of the Town and the CCPSA. There is no proposal to charge the CCPSA for this work at this time; that might change in the future if the work load changes/increases. The agreement is for one year (July 1-June 30). Kevin agreed to have the South Burlington City Attorney review the agreement, and then it will be sent to the Williston Selectboard for approval, then come back to the CCPSA for approval.

7. **Budget consideration / Funding Request** | Aaron provided a walkthrough of the draft budget to obtain an additional \$50,000 from the communities in FY 19 to supplement the approximately \$10,000 that may remain on 6/30/18. Jessie noted that the consultant cost could be considerably more than the \$43,000 budgeted. Aaron asked the members to consider any FY 18 year end funding or other resources their communities could provide to the authority for FY 19 to cover the professional services. **Kevin Dorn made a motion, seconded by Jessie Baker, to authorize the CCRPC to pay any bills not previously approved to be paid.** No discussion. **Motion carried unanimously. Kevin Dorn made a motion, seconded by Rick McGuire, to authorize CCRPC to pay the bill to join VLCT.** No discussion. **Motion carried unanimously.**

#### 8. **Board Communications and Other Matters**

a. **Steve Locke - PSAP update and Enterprise Communications Systems** | Steve attended an E-911 Board meeting on April 18. The E-911 Board said if the community can be served by a one stage center (vs. two stage), that is preferred – and that it recommended the CCPSA becomes a PSAP. The state currently funds 24 positions across the state and doesn't want to increase that number (6 total PSAPs - 4 municipal and 2 state). The E-911 Board will review who would give up positions and where the best place is for PSAPs to be located. Steve noted that 4-5 seats are being considered for allocation to the CCPSA based on call volume. This would include the consoles and equipment, but doesn't mean the 4-5 seats would always be staffed. Part of CCPSA budget would need to pay for this transition. E-911 won't take on the expense of transferring equipment. Steve updated the group about the E911 Board seeking input on proposed rules for Enterprise Communications Systems. Steve will be sending a note on behalf of the CCPSA in agreement with the concept of ensuring that the phone systems used can tell exactly where the phone call comes from (within a building, not just the building itself). Schools are going through this statewide.

b. **Logo and Letterhead** | Emma Vaughn asked the group if there are any specific elements that

should be considered when designing the CCPSA logo. Discussion ensued regarding including elements such as communications, police, fire, EMT, words, icons, and colors. Emma agreed to put together three logo concepts for consideration a week before the next meeting.

c. **Other matters** | Jessie Baker noted that we should warn approval of April 18 minutes for the next meeting. Charlie Baker asked if there has been communication with Shelburne regarding the E-911 Board conversation regarding PSAPs. Jessie Baker said there was an article in Shelburne News and that she believes they are aware; Steve Locke noted that this is a very early stage of discussion and that the Board is not ready to take any seats away in FY19.

**9. Next Meeting** | Monday, June 25<sup>th</sup>, 8:00-9:30AM – Colchester Town Offices, Third Floor – Outer Bay Room

**10. Adjournment** | Kevin Dorn made a motion to adjourn, seconded by Jessie Baker. Motion carried unanimously. The meeting adjourned at 8:55am.

Respectfully submitted,  
Emma Vaughn, CCRPC Communications Manager

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CHITTENDEN COUNTY PUBLIC SAFETY AUTHORITY (CCPSA) is seeking proposals for DISPATCH/PUBLIC SAFETY ANSWERING POINT SERVICE DEVELOPMENT, SUPPORT AND OPERATIONS MANAGEMENT. CCPSA is seeking a long term relationship with a bidder experienced in all aspects of public safety dispatch/answering point operations to provide a broad array of services, ranging from operations planning to management. Prospective bidders must contact CCPSA's representative, Steve Locke at [stocke@burlingtonvt.gov](mailto:stocke@burlingtonvt.gov), via email, and request a copy of this Request for Proposals.



CHITTENDEN COUNTY PUBLIC SAFETY AUTHORITY

Colchester, Vermont

June 19, 2018

REQUEST FOR PROPOSALS

FOR

DISPATCH/PUBLIC SAFETY ANSWERING POINT  
SERVICE DEVELOPMENT,  
SUPPORT AND OPERATIONS MANAGEMENT

**I. Introduction.** The Chittenden County Public Safety Authority (“CCPSA”), a newly formed regional government, seeks long term relationship with, and is soliciting proposals from qualified bidders, whether organizations or other business entities, experienced in all aspects of public safety dispatch/answering point operations to provide a broad array of services, ranging from operations planning to management. Prospective bidders (herein called “bidders,” “contractors,” “consultants” or similar terms in this RFP) must contact CCPSA’s representative, Steve Locke at [slocke@burlingtonvt.gov](mailto:slocke@burlingtonvt.gov), in writing and request a copy of this Request for Proposals. Proposals which respond to this RFP without requesting a copy of the RFP through CCPSA’s representative will not be considered. This is to be certain that those who intend to respond receive any issued addenda.

**II. Goal.** To begin operation of a new regional Public Safety Answering Point (PSAP)/regional dispatch center within 12 months of contract award and to integrate into the CCPSA all five existing dispatch centers serving its six member communities within 24 months of contract award.

To accomplish this goal, the selected bidder will develop the information required in Section IV. A, which will be used by the CCPSA Board members as part of the supporting material provided to member community legislative bodies (Selectboards and Councils). The legislative bodies will use this information to determine if they wish to sign the Memorandum on Cost Sharing (a part of the Agreement noted below) which will commit the community to funding for operating dispatch.

**III. Organizational Background.** The CCPSA is a regional governmental organization created under Vermont law, 24 V.S.A., Chapter 121, and organized pursuant to a document entitled “Agreement To Create the Chittenden County Public Safety Authority” (the “Formation Agreement”), approved by the voters of its member communities and the Vermont Attorney General. A copy of the Formation Agreement is available [here](#); it should be reviewed in advance of submitting any proposal.

As noted above, the CCPSA is comprised of six municipalities in Chittenden County, Vermont (Burlington, Colchester, Milton, South Burlington, Winooski, and Williston). Collectively, these communities have a population of approximately 105,000. This effort is broadly supported by [public safety chiefs](#), as well as the elected and appointed City and Town Leadership. The CCPSA is managed by its governing Board, with one board member representing each member community. As indicated in the Agreement, the CCPSA has developed a short term and long term funding mechanism based on calls for service.

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 dispatch 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 serving the six communities that comprise the CCPSA (Colchester provides dispatch services to Milton by contract). These dispatch centers currently dispatch to nineteen public safety agencies, with certain communities (Colchester, South Burlington, and

Winooski) having more complicated public safety arrangements than others. 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 City of Winooski and a portion of Colchester receive rescue services from a regional rescue non-profit, Saint Michaels Rescue, which will decide its own whether it will be dispatched by the Authority. If Saint Michaels Rescue decides to do so, the City and Town will be obliged to pay for the cost of dispatching Saint Michaels Rescue in their communities.

Collectively, the member communities dispatch approximately 116,000 calls for service (as defined in the Formation Agreement), of which approximately 22,000 are for fire and EMS services and the remainder for law enforcement services (including approximately 3,900 calls for the County Sheriff, which have been and will continue to be dispatched at no charge). Together, direct costs for the year ending June 30, 2016 were \$2,724,513. These expenses primarily covered the cost of 33 full time equivalent (FTE) dispatchers and one full time manager.

The Formation Agreement also provides that the CCPSA will become a Public Safety Answering Point (PSAP). The State of Vermont Enhanced 9-1-1 Board has agreed to provide four board seats (which include equipment and an operating grant of approximately \$180,000 annually) to the CCPSA.

Following evaluation using National Emergency Number Association (NENA) standards, a suitable location for a regional dispatch facility has been identified. The identified location, consisting of 3,500 SF, is located in South Burlington. A copy of the evaluation is available upon request and potential bidders are strongly encouraged to request and review the evaluation. The project schedule will include an optional site visit, notice of which will be provided to prospective bidders. Participation in the site visit by knowledgeable representatives of the bidder is recommended. The City of Burlington has purchased and is implementing Tyler Technologies' New World Computer Aided Dispatch (CAD), including a license for the CCPSA to utilize the same.

The CAD includes an option for one way data push to a locally developed police Records Management System (RMS) that is used by police departments in five of the six communities, should that be desired in the future.

The effort to form a regional dispatch entity included a technical implementation [study \(the "Implementation Study"\)](#) of how to implement regional dispatch following two prior studies which determined regional dispatch was [feasible and desirable](#). The Implementation Study estimated capital costs of \$633,650, net of the CAD covered by Burlington, and radio system improvements, which have yet to be quantified. See Attachment A for Summary of Start-Up Costs from Implementation Study information.

The Implementation Study was complemented/supplemented by a parallel effort to evaluate appropriate governance models for a regional dispatch entity, considering all options available under Vermont law. This work culminated in a public information process, for which additional information is available [here](#). Ultimately, a union municipal district was selected as the preferred form of governance for the CCPSA. 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 CCPSA may provide services under contract to non-member communities. There are two communities that currently operate dispatch services and that may consider joining at a later date. Presently, however, the goal for the CCPSA, and thus the consultant, is to set up and operate services for the six communities that voted to join CCPSA.

#### **IV. Scope of Services.**

Any bidder responding to this Request for Proposals, if selected, shall develop, for the benefit of CCPSA and its member communities, a detailed plan for the development, operation and management of the regional dispatch entity described herein, and perform such other tasks and provide such other services as are identified in this Scope of Services.

##### **A. Prepare operational outline for Regional Dispatch/PSAP (within an incremental growth model) including the following issues/areas:**

1. Develop a process to transition up to five separate dispatch centers into one consolidated regional dispatch center with limited disruption, including recommending any services that should remain with the local communities.
2. Develop a process to handle phone calls from different CCPSA member communities based on input previously received from police chiefs (and to be provided to selected consultant) regarding what processes must stay at local police departments, what processes should be handled by regional dispatch, and processes on which decisions must be made including:
  - a. 9-1-1 calls
  - b. business lines
  - c. non-emergency calls for service.
3. Consider current dispatch center policies, procedures and practices (to be collated by a single contact at CCPSA by CCPSA) for the hired consultant and develop/recommend public safety communications policies and procedures that are consistent with industry best practices and standards.
4. Review current CAD/RMS systems and make recommendations for future use.

5. Recommend appropriate staffing levels and shift configurations for consolidated dispatch center that considers the following factors and provide an explanation of the methodology used to determine results:
  - a. PSAP requirements
  - b. 9-1-1 call volume
  - c. radio traffic
  - d. non-emergency phone activity
  - e. Number of officers on per jurisdiction
  - f. Training, Management, and QA/QC
  
6. Recommend best strategy to transition current workforce into new consolidated center, understanding the need to retain current dispatchers in local dispatch until their communities are dispatched by regional, training and possible joint employment by local and regional dispatch for a period of time, and within the constraints of applicable labor laws and in consultation with CCPSA's labor attorney
  
7. Recommend best call-taking strategy (one stage with combined PSAP/dispatch positions or two stage with separate PSAP and dispatch positions) for a combined PSAP/Dispatch Center given expected call volume.
  
8. Provide recommendations on the most efficient way to incorporate the use of existing technology, including the following:
  - a. 9-1-1 customer premises 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
  - f. console position, configuration and planned assigned use
  - g. adjacency access such as lockers, break room, storage, and access to restrooms
  
10. Using information provided by a single representative of CCPSA, including a list of all member community public safety radio channels, their current use, frequency licenses, and approximate coverage per channel, provide recommendations on radio system(s), head end, microwave, back-haul, frequencies, licensing, the reuse or repurposing of existing (in place) equipment and frequencies, considering end of useful life of current equipment, replacement and upgrades. (This should not be an ultimate radio system for CCPSA but

rather one that will be sufficiently robust, efficient, and effective until such time as CCPSA determines if it wishes to develop, or own, or operate a radio system covering all of its member communities. CCPSA does not plan on even such an endeavor until CCPSA has been operating with all its member communities.) Please note however, that CCPSA prefers copper back haul vs. internet back haul for resiliency purposes.

11. Provide recommendations for an emergency backup dispatch center to ensure continuity of operations, based on an understanding of centers previously operated by CCPSA member communities, understanding that the PSAP function need not be backed up.
12. Review alarm ordinances in the six member communities, to be provided as a single package to selected contractor by CCPSA, and provide recommendations including: a) any proposed changes to individual municipal alarm ordinances and b) whether to repeal individual municipal alarm ordinances and replacement with a common regional alarm ordinance (a power which CCPSA has).

**B. Preparation of Cost Estimates**

1. Prepare estimate of annual operating costs for regional dispatch entity for five years based on average dispatcher wages and benefits, to be supplied by CCPSA to the consultant, management fees, managerial salaries, as well as along with consultant estimated expenses including rent, utilities and other goods, services, and costs that would be required to operate the CCPSA. (Rent is easily determinable as there is an agreement regarding future rent.)

2. Prepare estimate of capital costs for regional dispatch entity for first ten years, including itemized expenses per year in the categories of office furniture/equipment, office up fit and configuration, computer hardware, computer software, telecommunications equipment and software, radio equipment and software. Assume that all radio equipment used in public safety vehicles, stations and “on personnel” remains the financial responsibility of each member.

**C. Management services (including post-operational services should the bidder be chosen to provide management services)**

It is anticipated that this will be a five year relationship from the day service begins with a five year extension at the sole option of the CCPSA.

1. Provision of an Executive Director – describe in detail your qualifications to provide management services to the CCPSA, including, without limitation, your experience and qualifications to provide Executive Director management services to the CCPSA.

2. Services to support the Executive Director and the CCPSA as a whole – describe in detail any and all management support services that you provide, including services available to support the Executive Director and the CCPSA as a whole (including the CCPSA Board).

**D. Post-operational services (in the event that the bidder is not chosen to provide ongoing management services)**

To Be Determined and could include: reviewing operational transition activities, adjusting processes/protocols and methodologies to include systems use, call flow and application of employee supervision/management, training and QA/QC.

**V. Proposed Project Schedule.**

**The following schedule relates to this RFP and to the tasks and services described in Sections IV.A through IV.D, above. The CCPSA reserves the right to modify the RFP Schedule, as necessary, to meet its needs. Alternate dates for delivery of the tasks and services described in Sections IV.A through IV.D may be proposed by prospective bidders as an Exception, under Sections IX and XI.G, below.**

A. RFP Schedule Phase:

- |   |                    |
|---|--------------------|
| 1. Issue RFP:   | June 19, 2018      |
| 2. Site Visit:  | July 10, 2018      |
| 3. Prospective Bidder Written Inquires/Requests for Clarification:                                | July 17, 2018      |
| 4. Responses to Inquires/Requests for Clarification:  | July 31, 2018      |
| 5. Proposals Due to CCPSA:  | August 14, 2018    |
| 6. Selection of Finalists:  | August 28, 2018    |
| 7. Interviews, if Deemed Necessary by CCPSA:<br>(with one week notice to those to be interviewed) | September 4, 2018  |
| 8. Contractor Selection and Award:  | September 18, 2018 |

B. Operational Outline Phase (Section IV.A, above): Completion and final acceptance within 110 days after contract award for these services. Interim and draft materials must be submitted and reviewed in advance to meet this deliverable date. (Assume four weeks for CCPSA review, edits and comments on each task). Each individual task (1-12) should be submitted back to CCPSA as it is completed, as opposed to the entire phase. Please propose a timeline for each of these tasks along with proposal.

C. Cost Estimate Phase (Section IV.B, above): Completion and final acceptance within 110 days after contract award for these services. Interim and draft materials must be submitted and reviewed in advance to meet this deliverable date. (Assume four weeks for CCPSA review, edits and comments on each task). Each individual task (1-2) should be submitted back to CCPSA as it is completed, as opposed to the entire phase.

D. Management Services Phase (Section IV.C, above): Propose timeline for the Operationalization of CCPSA (stated in number of calendar days after award date of contract for this element). This should be a general one page outline that shows at least the first community to begin

receiving dispatch service and the date that all six CCPSA members will be receiving service. Payment for management services shall not begin until dispatcher training begins.

E. Post-Operational Services Phase (Section IV.D, above): These services will be procured on a case-by-case basis, with individual contract award dates. This subsection is NOT applicable if the successful bidder is awarded a contract to provide management services under Section IV.C.

**VI. Evaluation Process and Selection.**

- A. CCPSA reserves the right to waive minor irregularities in proposals, to reject any and all proposals for any lawful reason, to select other than the lowest bidder, and to re-solicit or cancel this RFP without explanation. Prior to selecting a contractor, CCPSA reserves the right to request additional information from any and all bidders submitting proposals.

The selection of a contractor shall be based on the CCPSA's determination, in its sole discretion, regarding most responsible and responsive proposal, viewed in light of the evaluation criteria contained in this Request for Proposals.

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

**B. Late Bids**

Bids received after the exact time set for opening are late bids and will not be considered for award, unless it is reasonably determined by CCPSA that there was a mistake or mishandling of a proposal on CCPSA's part.

**C. Modifications and Withdrawals of Bids**

Bids may be withdrawn through written notice (including email, fax, USPS, etc.) received at any time before the exact time set for receipt of bids. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for receipt of bids, the identity of the person requesting withdrawal is established as a duly authorized representative of the bidder and that person signs a receipt for the bid.

**D. Period of Acceptance of Bids**

The bidder agrees, if its bid is accepted within 120 calendar days from the date specified in the solicitation for receipt of bids, to enter into a contract for and/or furnish the items and services bid upon, at the price specified in the bid for each item or service, at designated location, and within the time specified.

**E. Bid Acceptance or Rejection; Exclusive Authority**



CCPSA shall have exclusive authority to determine whether to accept or reject any or all bids (even after opening) and, similarly, it may award the contract on such basis as CCPSA alone deems to be in its best interest.

**F. Award Based on Initial Proposals**

Awards to bidders may be made, in CCPSA's sole discretion, without further discussion of such proposals with the bidders. Accordingly, initial proposals should be submitted on the most competitive terms possible, from both a pricing and technical standpoint.

**G. The following criteria will be used in evaluating proposals:**

- |  |            |
|--|------------|
| • Responsiveness to the RFP                              | 35 percent |
| • Experience, including Bidder and staff reputation      | 35 percent |
| • Price (total 5 year fees inclusive for IV. C and IV.D) | 30 percent |

**VII. Cost Proposal.** Complete all forms included in Attachment B, including the following information:

**A and B. Provide fixed price costs** (actual/not-to-exceed costs, inclusive of every expense, including travel, food, copies, etc.)

**C. Provide annual fee/rate** for a full time Executive Director (including an alternate Executive Director in the event of an 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 a start date of January 1, 2019

**D. Provide hourly pricing** that would be valid for the next three and a half years for staff (by position, but naming individuals who are proposed to fill any position) that you would likely assign to support CCPSA services. Travel, food, copies, etc. would be additional but agreed to in the form of actual, but not to exceed costs.

**VIII. Form of Contract:** CCPSA does not intend for there to be contract negotiations for the services outlined in IV. A or IV. B. The form of the contract shall be the CCPSA Request for Proposals, the Proposal, any changes agreed to by both parties prior to award. There is an opportunity for the contractor to offer its terms and conditions to CCPSA, in the form of exceptions to the RFP. The form of the contract shall be a letter tying these three document sets together. The same process would apply for services under IV. D. A formal contract would be expected under Section IV. C. Any proposed contract language under Section IV. C shall be submitted as part of the proposal. This proposed contract language will not necessarily become part of the contract, but will serve as a basis to understand the relationship desired by the bidder and provide a potential starting point for further negotiations. In awarding a contract for other services to the responding party, CCPSA shall in no way be bound by any proposed contract for services language under Section IV. C. However, CCPSA may consider the relative

benefits of contract language in Section IV. C by various bidders awarding the contract under Section IV A.

**IX. Exceptions to Request for Proposals**

Any exceptions to this Request for Proposals shall be specifically detailed, in writing, as further described in Section XIII. Any task, service, deadline, requirement or other non-discretionary element of this RFP that cannot be met or that the responding party proposes to meet in a manner different than specified and described herein must be listed as an exception to the RFP in their proposal.

**X. Submittal to CCPSA**

One paper and one electronic copy (in USB format) of each bidder's proposal must BOTH be received by CCPSA no later than **2:00 p.m. on August 14, 2018**. 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  
Telephone: 802-864-4553

The outside of the bid package should be clearly marked with the words "DISPATCH/PSAP SERVICE DEVELOPMENT, SUPPORT AND OPERATIONS MANAGEMENT PROPOSAL." Faxed or emailed 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) and may be submitted via email to [slocke@burlingtonvt.gov](mailto:slocke@burlingtonvt.gov). CCPSA will provide a written response to clarification requests to all bidders who have received the specifications for this Request for Proposals.

The bidders shall identify the person and address to whom notices to the bidder and any clarifications shall be given in connection with the bid.

**XI. Proposal Contents.**

Please provide the following in connection with any proposal:

- A. A brief statement of your business history and principles.
- B. A description of the bidder submitting the proposal.
- C. Information including names and experience of all proposed staff who will be assigned to provide, or who will be supporting, the CCPSA's regional dispatch services.
- D. A representative, partial listing of up to ten (10) current or former clients, with phone and email contact information for each, that require services similar to those requested by CCPSA. In listing

clients, current or former, emphasis should be on any and all operational dispatch services that the prospective bidder has set up and subsequently operated, if any.

- F. Fee information -- Complete Attachment B in its entirety.
- G. Exceptions -- Any deviations from the task/service specifications, and proposed contract, including contract terms, described in this Request or Proposals must be clearly noted in a separate response section marked "XI.G Exceptions."
- H. Non-Employee Work Agreement -- Fill out and return the non-employee work agreement in Attachment D.
- I. Proposed Contract for Services Language under Section IV. C., including all proposed terms and conditions. Note that the "Exceptions" section requirement also applies to this contract proposal. A bidder's attention to detail (in terms of carefully reviewing the CCPSA RFP and desired contract terms) will be vetted through its work in considering CCPSA proposed terms and carefully documenting any exceptions.

**XII. Protest procedures.**

- A. Any bidder wishing to protest prior to or after the award of a contract must follow CCPSA's protest procedures, set forth below. Deadlines in protest procedures must be strictly adhered to for CCPSA to consider the protest. In addition, any protest must include an explicit statement that that it is a "protest," for CCPSA to consider it.
- B. Protests concerning CCPSA's contract requirements, the specifications, the bidding procedures, or the contract award, or any other form of protest or objection must be submitted in writing and must include the following information:
  - The name and address of the protester.
  - The name and telephone number of the protester's contact person having responsibility.
  - A complete statement of the grounds for the protest, with full and complete documentation to support the protester's claim.
- C. Time Limit for Pre-award Protests:

Pre-award protests must be received by CCPSA no less than ten (10) business days before the scheduled bid opening. CCPSA will respond to the protester in writing.

- D. Time Limit for Post-award Protests:

Post-award protests must be received no later than five (5) business days after notification of the award bid. CCPSA will evaluate the protest and issue a response. In the event of a post-award protest, the CCPSA Board will endeavor to resolve the protest at its next regularly scheduled Board meeting.

**XIII. Addenda Acknowledgement**

The bidder shall submit with the Bid an “Addenda Acknowledgement Form” acknowledging receipt of all bid addenda issued by CCPSA, provided in Attachment E.

**XIV. Bidder’s Checklist**

Bidders shall complete and submit the bidder’s checklist, provided in Attachment F.

**XV. Affidavit of Non-Collusion**

Bidders shall complete and submit the Affidavit of Non-Collusion, provided in Attachment G.

**XVI. Payment for Services and Invoicing**

Payment for the specified items shall be net thirty (30) days after acceptance of the work product/services/tasks described in Sections IV. A and IV. B. This provision does not address or govern payment terms for other Sections in the Scope of Services.

Attachment A (as referenced in page 3)

<b>One Time Startup Costs from prior Implementation Study</b>	
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
<b>Total</b>	<b>\$633,650</b>

**Attachment B: Cost Proposal Form**

**A. 1. Consulting Services (for services described in Section IV. A.):**

Fixed Price: \_\_\_\_\_

**A. 2. Consulting Services (for services described in Section IV. B.):**

Fixed Price: \_\_\_\_\_

**C. Management Services (for services described in Section IV C.)**

**(Calendar Year)**

2019: \_\_\_\_\_

2020: \_\_\_\_\_

2021: \_\_\_\_\_

2022: \_\_\_\_\_

2023: \_\_\_\_\_

2024: \_\_\_\_\_

**D. Hourly Pricing by Position/Employee (for services described in Section IV. D.):**

Position A (position name, name of all staff in position) \_\_\_\_\_

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2018            2019            2020            2021

\_\_\_\_\_

Position B (position name, name of all staff in position) \_\_\_\_\_

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2018            2019            2020            2021

\_\_\_\_\_

Position C (position name, name of all staff in position) \_\_\_\_\_

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2018            2019            2020            2021

\_\_\_\_\_

Position D (position name, name of all staff in position) \_\_\_\_\_

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2018            2019            2020            2021

\_\_\_\_\_

Position E (position name, name of all staff in position) \_\_\_\_\_

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2018	2019	2020	2021
_____	_____	_____	_____

Position F (position name, name of all staff in position) \_\_\_\_\_

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2018	2019	2020	2021
_____	_____	_____	_____



**Attachment C**

**CCPSA General Contract Provisions**

The following are the general contract provisions that CCPSA anticipates including as integral components of one or more subsequent contracts for dispatch/public safety answering point service development, support and operations management. They are set forth below to emphasize their importance and to inform the bidding process.

**Prohibited Interests:**

No employee, officer, board member, or agent of CCPSA who is involved in contract specifications, solicitations, selection, or award of this contract, shall have any interest in this contract, or the proceeds thereof. In addition, no immediate family members or partners of an employee, officer, board member, or agent of CCPSA who is involved in contract specifications, solicitations, selection, or award, shall have any interest in this contract, or the proceeds thereof. Nor shall any bidder that employs or is about to employ an employee, officer, board member, or agent of CCPSA who is involved in contract specifications, solicitations, selection, or award, have any interest in this contract, or the proceeds thereof. Finally, no bidder that employs or is about to employ any immediate family members or partners of an employee, officer, board member, or agent of CCPSA who is involved in contract specifications, solicitations, selection, or award, shall have any interests in this contract, or the proceeds thereof.

**Lawful Business Conduct:**

The Contractor shall conduct its business and perform the services pursuant to this contract in a lawful manner, and shall fully comply at all times with all federal, state, and local laws in connection with its business operations.

**Notices:**

All notices required to be given to CCPSA hereunder shall be given by Certified Mail, Return Receipt Requested to:

Steve Locke, Secretary  
Chittenden County Public Safety Authority  
c/o Burlington Fire Department  
136 South Winooski Ave.  
Burlington, VT 05401

**Use of “CCPSA’s Name in Contractor Advertising or Public Relations:**

The Contractor shall use or allow to be used the CCPSA logo(s) or any CCPSA -related copy in the Contractor’s advertisements or public relations programs without CCPSA’s prior written approval. All published information on CCPSA or its services shall be factual and in no way imply that CCPSA endorses the Contractor’s business, services or products.

**Intellectual Property Right Infringement:**

Contractor agrees to save, keep, hold harmless, and fully indemnify CCPSA and its officers or agents from all damages, costs, or expenses, in law or equity, that may at any time be claimed against CCPSA for or in connection with any infringement of the patent, trademark, copyright or other intellectual property rights of any person or persons as a consequence of the use by CCPSA, or any of its officers or agents, of any product or service supplied under this contract and/or arising from bids submitted, and any claim that the bidder did not have all necessary rights and/or authority to sell the products or provide services to CCPSA, provided CCPSA gives the Contractor prompt notice, in writing, of any such claim.

**Subcontracting and Assignability:**

Contractor shall not assign, sublet, pledge or transfer its rights under this Agreement, in whole or in part, nor delegate or subcontract any of its duties or obligations under this Agreement nor grant any licenses or concessions hereunder, without the prior written approval of CCPSA’s Board of Directors. Such approval may be withheld at the sole discretion of CCPSA. Contractor shall advise CCPSA before entering into any subcontract in relation to this contract and shall not enter into any subcontract to which CCPSA has made timely objection. All subcontracts shall be in writing and each subcontractor shall, to the extent of the work or services to be performed by the subcontractor, assume toward the contractor all of the obligations and responsibilities that the contractor, by this contract, assumes toward CCPSA. As used in this contract, the term “contractor” shall mean the contractor and any of its subcontractors. Nothing in this contract shall be deemed to establish a contractual relationship between a subcontractor and CCPSA.

**Independent Contractor:**

The Contractor and any of its agents and employees shall act in an independent capacity and not as agents or employees of the CCPSA in the performance of this Agreement.

**Governing Laws:**

This Agreement is governed by the laws of the State of Vermont and such federal and local laws and ordinances as are applicable to the work performed.

**Changes/Additional Services:**

Changes in the Scope of Work or of the services provided thereunder may only be made by mutual written consent of the parties.

If at any time the CCPSA through its authorized representatives (as outlined in contract documents), either orally or in writing, requests or issues instructions for extra services or otherwise directs actions which conflict with any provisions of this Agreement, the Consultant shall, within ten (10) days of receipt and prior to pursuing such instructions, notify the CCPSA in writing, and describe the scope and estimated cost of any extra services. Unless so notified by the Consultant, and agreed to in writing by the CCPSA officials so authorized in the contract documents, the CCPSA may assume such instructions have not changed any provisions of this Agreement, nor require additional compensation. No additional payments shall be made to the Consultant without such notice and written approval by the CCPSA's duly authorized officials.

In the event that the scope of work cannot be completed within the designated performance period due to circumstances beyond either party's control, the CCPSA shall have the authority to extend the performance period as necessary. This change shall not be considered as extra services or a change in scope and no additional compensation will be provided.

**Taxes:**

The Contractors shall pay all federal, state and local taxes incurred by the Contractor and shall require their payment by any Subcontractor or any other persons in the performance of this Agreement.

**Liabilities against CCPSA:**

The Contractor agrees to indemnify, defend and hold CCPSA harmless from any and all claims and lawsuits by third parties (including, but not limited to, employees and agents of CCPSA and the Contractor), including the payment of all damages, expenses, penalties, fines, costs, royalties, charges and attorneys' fees incurred by CCPSA which arise out of, or relate to Contractor's performance of the work required under this contract, whether concerning personal injury (or death), damage to property, or any other type of loss or claim, whether these claims or lawsuits are based upon negligence, intentional misconduct, breach of warranty, strict liability in tort, any failure by the contractor to comply with any laws pertaining to the contract documents, the use of patent appliances, products or processes, use of copyrighted materials, or any breach by the contractor of any of its other duties, representations, covenants, or the agreements in the contract documents. The Contractor will defend all suits brought upon all such claims and lawsuits and will pay all costs and expenses incidental thereto, but CCPSA shall have the right, at its option, to participate in the defense of any suit, without relieving the Contractor of any of its obligations hereunder.

**Insurance:**

Contractor shall procure and maintain, for the duration of the work under this Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with performance of the services under this Agreement by the Contractor, its agents, representatives, employees, or subcontractors/sub-consultants.

A. Coverage Limits. At a minimum, Contractor shall acquire and maintain the following types of coverage in the amounts indicated:

1. Commercial General Liability (CGL) Insurance on an "occurrence" basis, including, but not limited to, products and completed operations, property damage, bodily injury and death, and personal and advertising injury with limits of no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall \$2,000,000 with a \$5,000,000 umbrella. Owner shall be named as an additional insured under such insurance.
2. Automobile Liability Insurance with limits of no less than \$1,500,000 Combined Single Limit for each occurrence. Owner shall be named as an additional insured under such insurance.
3. Workers' Compensation Insurance as required by the State of Vermont with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limits of no less than \$1,000,000 per occurrence or claim and \$2,000,000 general aggregate.

Valuable Papers Insurance in a form and amount up to \$100,000 to ensure the restoration or replacement of any plans, studies, data sheets, drawings, tracings, estimates, specifications, proposals, diagrams, calculations, electronic data media and other materials relating to the work, whether supplied by Owner or developed by the Contractor, or any subcontractor/sub-consultant, employee or agent of Contractor, in the event of loss, impairment or destruction of such. Contractor shall provide Owner with an appropriate certificate demonstrating insurance coverage in the amounts specified above is in place and shall further notify Owner regarding any material changes to and/or the cancellation of relevant policies of insurance.

**Default and Termination:**

**1. General Termination Provisions.**

a. Termination for Convenience

CCPSA may terminate this contract, in whole or in part, at any time and for any reason, by 14-day written notice to the Contractor. The Contractor shall be paid its fees or its costs, and reasonable profit on work performed up to the time of termination, but no unearned profit or fees on work not yet performed. The Contractor shall promptly submit its termination claim to CCPSA. If the Contractor has any property in its possession belonging to CCPSA, the Contractor will account for the same, and return or dispose of it in the manner CCPSA directs.

b. Termination for Default

If the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to substantially comply with any provision of the contract, CCPSA may terminate this contract for default upon 7-day written notice to Contractor. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for services performed in accordance with the manner of performance set forth in the contract, offset by any damage incurred by virtue of Contractor's default.

If it is later determined by CCPSA that the Contractor had a reasonable basis for not performing, including non-performance as a result of any force majeure event (i.e., terrorism, strike, fire, flood, or similar circumstances) which are not the fault of or are beyond the control of the Contractor, CCPSA, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure

CCPSA in its sole discretion may, in the case of a termination for breach or default, allow the Contractor up to fifteen (15) days in which to cure the defect or default. In such case, the notice of termination will state the time period in which a cure is permitted and any other appropriate conditions

If CCPSA elects to give the Contractor an opportunity to cure and Contractor fails to remedy to CCPSA's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within fifteen (15) days after receipt by Contractor of written notice from CCPSA setting forth the nature of said breach or default, CCPSA shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude CCPSA from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach

In the event that CCPSA elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by CCPSA shall not limit CCPSA's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

**Breaches and Dispute Resolution:**

Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the designated representative of CCPSA. This decision shall be final and conclusive unless within ten (10) days from the date of receipt by the Contractor, unless the Contractor mails or otherwise furnishes a written appeal to CCPSA Board. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of CCPSA Board shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute - Unless otherwise directed by CCPSA, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between CCPSA and the Contractor arising out of or relating to this agreement or its breach will be decided in Superior Court, Civil Division, Chittenden Unit or, if grounds for federal jurisdiction exist, the United States District Court for the District of Vermont.

**[Remainder of Page Intentionally Blank – Further Provisions May be Added]**

Attachment D

TO: CHITTENDEN COUNTY PUBLIC SAFETY AUTHORITY, a Vermont Municipality:

**NON-EMPLOYEE WORK AGREEMENT**

Under 21 VSA § 601 (14) (F), sole proprietors and partner owners of an unincorporated business whose work: is distinct and separate from the municipality’s work; who control the means and manner of the work performed; hold themselves out as in business for themselves; hold themselves out for work for the general public and do not perform work exclusively for or with another person; and are not treated by the municipality as an employee for purposes of income or employment taxation with regard to the work performed, are not considered workers or employees of the municipality.

**To be completed by Municipality:**

- Work to be performed \_\_\_\_\_
- Written contract? (circle one)    **Yes**    **No**  
If yes, please attach a copy of the contract. If no, Stop! Cannot use this form.
- Beginning and end date of work: \_\_\_\_\_
- Could this work be considered a normal municipal function? \_\_\_\_\_
- Is this type of work also performed by a town employee? \_\_\_\_\_
- Do you have necessary equipment (owned, leased, rented, borrowed or shared) to perform this work?

**To be completed by Contractor:**

Undersigned, sole proprietor, or partner owner of an unincorporated business, of \_\_\_\_\_ (name of business), of \_\_\_\_\_ (business address), hereby certify that I am aware of my right to purchase Workers’ Compensation insurance and have elected to purchase Workers’ Compensation coverage as described below, or not to purchase Workers’ Compensation insurance coverage: (Check one)

Undersigned, hereby attests that I have procured Workers Compensation Insurance Coverage from:

Carrier: \_\_\_\_\_ Effective Dates: \_\_\_\_\_ to \_\_\_\_\_

Limits of Liability: \_\_\_\_\_

(Attach a valid Certificate of Insurance)

I affirm that:

- I am not a worker or employee of CHITTENDEN COUNTY PUBLIC SAFETY AUTHORITY;
- I am working independently;
- I have no employees; and

CCPSA RFP June 19, 2018

- I have not contracted with other independent contractors;
- I understand that I have the right to purchase workers compensation insurance, and I have elected not to purchase workers compensation insurance coverage.

Date: \_\_\_\_\_ Print Name: \_\_\_\_\_ Sign Name: \_\_\_\_\_

Municipal Representative Signature: \_\_\_\_\_



**Attachment E**

**Addenda Acknowledgement Form**

**Bidder acknowledges receipt of the following addenda (as applicable):**

Addendum No. 1 \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. 2 \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. 3 \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. 4 \_\_\_\_\_ Dated \_\_\_\_\_

Addendum No. 5 \_\_\_\_\_ Dated \_\_\_\_\_

\_\_\_\_\_

[Name of Bidder]

By: \_\_\_\_\_

Title: \_\_\_\_\_

**Attachment F**

**Bidder's Checklist**

This form must be completed and returned with the submission of bid documents. The bidder must use this checklist to help ensure all required certifications, affidavits, and documentation are provided. If the referenced attachment is not required, the bidder must right "N/A" in the check off space.

**Description of Attached Documents**

**Bidder  
Check Off**      **CCPSA  
Check off**

Attachment B: Cost Proposal Form		
Attachment C: CCPSA General Contract Provisions		
Attachment D: Non-Employee Work Agreement		
Attachment E: Addenda Acknowledgement		
Attachment F: Bidder's Checklist		
Attachment G: Affidavit of Non-Collusion		
All elements required in RFP Section XI		

\_\_\_\_\_ Signature of Contractor's Authorized Official

\_\_\_\_\_ Name and Title of Contractor's Authorized Official

\_\_\_\_\_ Date

**Attachment G**

**Affidavit of Non-Collusion**

I hereby swear (or affirm) under penalty of perjury:

1. That I am the bidder (if the bidder is an individual), a partner in the bid (if the bidder is a partnership), or an officer or employee of the bidding corporation or other business entity having authority to sign on its behalf (if the bidder is a corporation or other business entity);
2. That the attached bid or bids has been arrived at by the bidder independently and have been submitted without collusion and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or service described in the invitation to bid, designed to limit independent bids or competition;
3. That the contents of the bid or bids has not been communicated by the bidder or its employees or agents to any person, not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
4. That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company Name \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to me before this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

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

My commission expires \_\_\_\_\_

Bidder's E.I. Number \_\_\_\_\_

[employer's federal tax ID number]

VERMONT LEAGUE OF CITIES AND TOWNS

89 Main Street, Suite 4  
Montpelier, VT 05602-2948  
Phone: 802-229-9111  
Toll-free 1-800-649-7915

Invoice Number	Billing Date	Amount Due	Amount Paid
19-AD025	01-Jul-18	\$854.00	

To: CHITTENDEN COUNTY PSA  
RICHARD MCGUIRE  
79000 WILLISTON ROAD  
WILLISTON VT 05495

Customer #: 00154  
Population: N/A

*Please include invoice number on check.*

*Please return yellow copy of dues invoice with your payment so that your account can be properly credited.*

-----  
VERMONT LEAGUE OF CITIES AND TOWNS

Code	Item	Description	Amount
3110.00	FY19 ASSOC. DUES	ASSOCIATE MEMBER DUES 07/01/18 - 06/30/19	\$854.00

**Total Amount Due: \$854.00**



VLCT Associate Member Dues are for the period 7/1/2018 - 6/30/2019.

***Please do not combine payment of this invoice with amounts for PACIF or Employee Resource and Benefits Trust.***

*If you have any questions concerning your dues invoice, please contact Michael Gilbar at 1-800-649-7915 or mgilbar@vlct.org.*

**\*\*\* RETURN YELLOW COPY WITH PAYMENT \*\*\***

# VLCT PROPERTY AND CASUALTY INTERMUNICIPAL FUND, INC.

89 Main Street, Suite 4, Montpelier, VT 05602  
 (802) 229-9111 Toll Free 1-800-649-7915

## 2018 Contribution Charges

CHITTENDEN COUNTY PSA  
 Accounts Payable  
 7900 WILLISTON RD  
 WILLISTON, VT- 05495



Date: May 1, 2018

Finance No: 0932

Policy Period: 01/01/18 – 01/01/19

PACIF Member ID:	0932
MUNICIPALITY:	CHITTENDEN COUNTY PSA

2018 CONTRIBUTION BREAKDOWN		TOTALS
2018 CONTRIBUTION FOR PROPERTY & CASUALTY COMBINED COVERAGE (includes Employment Practices Liability, Public Officials Liability, Cyber Liability and Data Breach Coverages)		\$1,000
2018 CONTRIBUTION FOR WORKERS COMPENSATION COVERAGE		0
2018 CONTRIBUTION FOR VFD WORKERS' COMP ASSIGNED RISK PROGRAM* (SEE NOTE BELOW)		0
LESS CONTRIBUTION CREDIT FOR FUND YEARS 1995, 1996, 1997, 2000, 2009, and 2014		(0)
<b>TOTAL NET 2018 CONTRIBUTION</b>		<b>\$1,000</b>

05/01/18 INVOICE	
ANNUAL AMOUNT DUE ON 07/01/18 FOR:	
NET 2018 CONTRIBUTION	\$1,000.00

**Full payment is due upon receipt of invoice unless prior payment arrangements have been made. Quarterly Or Semi-Annual payment terms are available. Due dates are 1/1/2018, 4/1/2018, 7/1/2018, and 10/1/2018.**

**\*NOTE: Because PACIF does not issue separate billings for the Assigned Risk Program, you are responsible for all coverage included in this invoice and for collecting payment due from your volunteer fire department.**

**MAKE CHECKS PAYABLE TO VLCT PACIF AND ENCLOSE INVOICE COPY WITH YOUR PAYMENT.  
 Do not combine this payment with any other payments to VLCT. THANK YOU!!!**

**For questions about your coverage document or contribution charges, call our Underwriting Division.  
 For billing questions, call our Finance Division.**



# Breakdown of Coverage Costs by Department

Member Name: Chittenden County PSA  
 PACIF ID: 932  
 Policy #: P9322018  
 Coverage Period: 05/01/2018 - 01/01/2019

Department	Property	Boiler	Crime	Auto	Liability	Police	Fire	Ambulance	EPL	POL	W/WW	SWD	Dams	Total
General	\$0	\$0	\$400	\$65	\$119	\$0	\$0	\$0	\$0	\$300	\$0	\$0	\$0	\$884

Total \$884

**Key**

Boiler = Boiler and Machinery	Ambulance = Ambulance Liability
Auto = Auto / Mobile Equipment	EPL = Employment Practice Liability
Liability = General Liability	POL = Public Officials Liability
Police = Law Enforcement Liability	SWD = Solid Waste District
Fire = Fire Fighter Liability	W/WW = Sewer Back-up

*\$1,000 minimum applies*

**Regional Services Study  
Financial Report  
6/12/2018**

**FY17 Revenue**  
**Collected 41,000.00**

**"FY18 Revenue"**

*Early Request Winooski	Regional Dispatch (	<b>Collected</b>	<b>\$2,285</b>
*Early Request Shelburne	Regional Dispatch (	<b>Collected</b>	<b>\$2,349</b>
*Early Request Williston	Regional Dispatch (	<b>Collected</b>	<b>\$2,815</b>
*Early Request So Burlington, Cit	Regional Dispatch (	<b>Collected</b>	<b>\$5,792</b>
*Early Request Colchester	Regional Dispatch (	<b>Collected</b>	<b>\$5,436</b>
Burlington FD	Regional Dispatch (	<b>Collected</b>	<b>\$13,345</b>
Essex	Regional Dispatch (	<b>Collected</b>	<b>\$6,358</b>
Milton	Regional Dispatch (	<b>Collected</b>	<b>\$3,320</b>
Jericho	Regional Dispatch (	<b>Collected</b>	<b>\$1,588</b>
Hinesburg	Regional Dispatch (	<b>Collected</b>	<b>\$1,403</b>
Richmond	Regional Dispatch (	<b>Collected</b>	<b>\$1,297</b>
Charlotte	Regional Dispatch (	<b>Collected</b>	<b>\$1,201</b>
Underhill	Regional Dispatch (	<b>Collected</b>	<b>\$958</b>
Westford	Regional Dispatch (	<b>Collected</b>	<b>\$611</b>
Huntington	Regional Dispatch (	<b>Collected</b>	<b>\$606</b>
Bolton	Regional Dispatch (	<b>Collected</b>	<b>\$393</b>
St. George	Regional Dispatch (	<b>Collected</b>	<b>\$243</b>

*Total* **\$91,000**

**Total Revenue Collected as of 10/30/2017**

**\$91,000.00**

**Expenses to Date**

12/31/2016 DeltaWRX 1/12/2017 #795	27,364.00
02/17/2017 DeltaWRX 2/17/2017 #803	9,538.19
03/01/2017 Paul Frank & Collins - conference with town officials	295.00
03/10/2017 Stitzel Page & Fletcher	2,478.75
03/28/2017 Stitzel - 02/17 - 02/28 - 11375 - Emails to and from C Baker	2,786.15
03/31/2017 PFC - Services rendered thru 03/31/2017	147.50
04/24/2017 Stitzel -3/1 - 3/7 - phone conference & email with Frank, Bal	817.00
05/31/2017 REM Development Company - Lease Option Agreement	5,000.00
06/26/2017 Stitzel - 5/30 - 5/31 - emails with CB and A. Frank	95.00
07/20/2017 Stitzel - 6/5 - 6/30 - agreement, etc.	1,874.30
8/7/2017 Paul Frank & Collins - conference with Aaron Frank and Jessie Ba	383.50
8/22/2017 Stitzel Page & Fletcher	3,101.05
10/3/2017 Stitzel Page & Fletcher - August services	2,519.83
10/27/2017 Stitzel Page & Fletcher - September services	7,163.64
10/31/2017 PFC - Services rendered thru 10/18/2017	265.50
11/16/2017 Stitzel Page & Fletcher - October services	3,581.75
12/18/2018 Stitzel Page & Fletcher - December services	1,795.80
1/30/2018 Stitzel Page & Fletcher - January services	1,734.40
1/31/2018 Paul Frank & Collins - services through Jan	59.00
1/31/2018 Stitzel Page & Fletcher - January services	38.00
2/28/2018 CCRPC - posters for Regional Dispatch press event	64.20
2/28/2018 Center for Media & Democracy - taping/produce PSA	3,222.50
3/20/2018 Stitzel Page & Fletcher - March services	114.00
4/19/2018 Stitzel Page & Fletcher - April services	628.20
5/22/2018 Stitzel Page & Fletcher - May services	57.00

*Total* **75,124.26**

**Cash Balance \$15,875.74** after approvals listed on page

**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](mailto: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](mailto: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

**From:** Steven Locke [<mailto:slocke@burlingtonvt.gov>]

[Next](#) [Previous](#)

**Sent:** Tuesday, June 05, 2018 11:28 AM

**To:** Kevin Dorn <[KDorn@sburl.com](mailto:KDorn@sburl.com)>

**Cc:** Aaron Frank ([AFrank@colchestervt.gov](mailto:AFrank@colchestervt.gov)) <[AFrank@colchestervt.gov](mailto:AFrank@colchestervt.gov)>

**Subject:** FW: CCPSA Financial Agreement

Kevin,

1. Under Term & Conditions, Town responsibilities should we add account receivables?
2. Do we get charged for our part of the audit? We should make sure it is clear.
3. Core responsibilities, i. little more than notify Town contact if any irregularities found. Perhaps discuss with Town Contact to resolve concern?

*Steven A. Locke, CFO, EFO*

**From:** Kevin Dorn <[KDorn@sburl.com](mailto:KDorn@sburl.com)>  
**To:** Steven Locke  
**Cc:** Aaron Frank  
**Subject:** RE: CCPSA Financial Agreement

Sent: Fri 6/8/2018 1:56

Hi Steven – I think these are all good catches in the wording and I would support each of them. I imagine Rick would be fine with them as well but let's discuss at our next Board meeting.

Well done.

Kevin Dorn

FY Draft 19 Budget For Consideration  
update 6/15/18

For Pre-Operational Expenses only

<b>Town</b>	<b>Population</b>	<b>% Allocated</b>	<b>\$ Allocated</b>
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
<b>Total</b>	<b>104,684</b>	<b>100.00%</b>	<b>50,000</b>

**Est. Balance 6/30/18** **11,000**

<b>Funding Available</b>	<b>61,000</b>
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**Expenses:**

Consultant pt. 1	50,000
Consultant pt. 2	10,000
Insurance/VLCT	2,000
Misc	2,000
Legal	5,000
Audit	2,000
<b>Total</b>	<b>71,000</b>

1<sub>A</sub> CCPSA  
 CHITTENDEN COUNTY PUBLIC SAFETY AUTHORITY  
 POLICE FIRE RESCUE

1<sub>B</sub> CCPSA  
 CHITTENDEN COUNTY PUBLIC SAFETY AUTHORITY  
 COMMUNICATIONS FOR

2<sub>A</sub> CCPSA

2<sub>B</sub> CCPSA

3<sub>A</sub> CCPSA  
 CHITTENDEN COUNTY PUBLIC SAFETY AUTHORITY

3<sub>B</sub> CCPSA  
 CHITTENDEN COUNTY PUBLIC SAFETY AUTHORITY

4<sub>A</sub> CHITTENDEN COUNTY PUBLIC SAFETY AUTHORITY

4<sub>B</sub> CHITTENDEN COUNTY PUBLIC SAFETY AUTHORITY