



CHITTENDEN COUNTY PUBLIC SAFETY AUTHORITY
Board of Directors Meeting
May 20, 2019, 8:00-10:00am
Colchester Town Hall, 781 Blakely Road
Outer Bay Conference Room

AGENDA

1. **Call to Order**
2. **Agenda Approval**
3. **Public Comment**
4. **Approval of Minutes from 4/29/19**
5. **Treasurer's Report on Payments / Monthly Financial Report: Board Acceptance**
6. **Financial Services Agreement Approval**
7. **Voluntary Assessment to Fund Lease Option Agreement**
8. **19 Gregory Lease Option Approval**
9. **CCPSA/Milton MOU**
10. **Draft Results from IXP Consultants**
 - Section A, #5 – Staffing Levels and Shift Configurations
 - Section A, #6 – Strategy for Transition of Existing Workforce
 - Section A, #7 – Best Call Taking Strategy for Combined PSAP/Dispatch
 - Section A, #12 – Review of Alarm Ordinances
11. **Board Communications and Other Matters**
12. **Next Meetings:**

Monday June 24th 8:00-9:30AM Colchester Town Offices, Third Floor Outer Bay Room
Monday July 22nd 8:00-9:30AM Colchester Town Offices, Third Floor Outer Bay Room
13. **Executive Session: (if needed)**
14. **Adjournment**



CHITTENDEN COUNTY PUBLIC SAFETY AUTHORITY
Board of Directors Meeting
April 29, 2019, 8:00am
Colchester Town Hall, 781 Blakely Road
Outer Bay Conference Room

**DRAFT
MINUTES**

In Attendance: Board Members: Aaron Frank (Chair - Colchester), Jessie Baker (Winooski), Kevin Dorn (Vice Chair - South Burlington), Richard McGuire (Treasurer - Williston); Steve Locke (Secretary - Burlington via phone) and Darren Adams (Milton via phone). Others present: Charlie Baker (Assistant Secretary - CCRPC), Kevin Kearns (IXP via phone), Don Turner (Milton), Geoffrey Urbanik (Colchester), Kathryn Clark (BPD), Jan Wright (BPD), Jeff Barton (CPD), Cole Hayes (BPD), Caroline Earle (FOP Winooski), Judy Dunn (BPD), Pam Simays (BPD), Kyle Blake (BFFA), Justin Couture (BPD), and Mike Venezia (WFD).

1. Call to Order - Frank called the meeting to order at 8:06.

2. Organization Meeting and Approval of updated Rules of Transaction – Frank asked for a motion to elect officers for the coming year. Baker moved, Adams seconded the slate of officers as follows: Aaron Frank as Chair, Kevin Dorn as Vice Chair, Rick McGuire as Treasurer, and Steve Locke as Secretary. All in favor. Motion passed.

McGuire reviewed proposed changes to the Rules of Transaction. They are: removed legal counsel specific reference, added a definitions section, and moved the meeting schedule to appendix. Locke noted that June meeting should be June 24th. There was discussion about two options for language to address board alternates. This language is intended to address the temporary need when a Director cannot attend. Dorn moved an amendment to address the temporary designation as follows:

If a Director is aware that attendance at a Board meeting is not possible, then the Director may temporarily designate someone as a Temporary Director. Such designation should be in writing on paper or by email sent to the Chair of the Board of Directors at least 72 hours in advance of the meeting. Such designation as Director shall remain valid only for the meeting or meetings specified. If the appointing Director leaves the Board for any reason as described in Section 8 of the Agreement to Create the Chittenden County Public Safety Authority, then the vacancy shall be filled as provided for in Section 8.

Meeting Attendance - Individuals who may be periodically designated as a Temporary Director as outlined above are encouraged to attend all meetings but may vote only if duly designated as a Temporary Director. Each Director may name a Likely Temporary Director who shall be included in the distribution list of Board papers and agenda packets.

Locke seconded the motion. Frank, Adams, Dorn, Locke, and McGuire voted in favor. Baker abstained. Motion passed.

McGuire moved approval of the rules of transaction as amended. Baker seconded. All in favor. Motion passed.

3. Agenda Approval – Dorn moved approval of the minutes. Baker seconded. All in favor. Motion passed.

4. Public Comment – none

5. Approval of Minutes from 3/22/19 – Baker moved approval of the minutes. Seconded by Dorn. All in favor. Motion passed.

6. Treasurer’s Report on Payments / Monthly Financial Report: Board Acceptance – McGuire noted that there was nothing to add to the written report. Revenue \$100, 539. Expenses \$46,009. Net Revenue-Expenses \$54,530 to date. Jessie moved Kevin seconded. All in favor. Motion passed.

7. Draft Results from IXP Consultants - K. Kearns presented on various work tasks 11, 1, 2, 3. Presentation and draft report is attached with more detail. Below is a summary of some of the key points. He started with a review of what was covered in the 1st briefing – Items #4 Review of Current CAD/RMS Systems, 8 Recommendations on Existing Technologies, 9 Evaluate Designated Space, 10 Radio Systems. Below are brief summaries of the next four items covered.

#11 Recommend Options for Backup Center – Colchester and Burlington are the best options to become a backup. Burlington has the most space for positions and may simplify the migration of the CAD and fire alarm system as well as fit in well with a 2-phase transition process.

#1 Transition Plan for Dispatch Centers – Recommends transition be planned in 2 phases: Colchester, South Burlington, Williston, and Winooski in the first phase; Burlington in the second phase. Regional policies and procedures and training program will need to be developed to prepare for transition. The training team should be composed of at least one individual representing each of the existing centers. Training should be provided to all personnel from all 5 centers in mixed training groups. Kearns will update the draft report to include mention of inclusion of firefighters and police officers regarding their role with regard to understanding any new procedures. Kearns agreed to consider an alternate of having Burlington be in the first phase to allow for an immediate backup location.

#2 Handling of Phone Calls from Jurisdictions – 9-1-1 calls would continue to be received from the State PSAPs until this center were to become a PSAP. The draft report proposed routing non-emergency and police business calls to the regional dispatch center, to collect data on the calls and evaluate and adjust, allowing non-emergency and business call handling (local or regional) to be a local decision, and for adjustments to be made after the regional dispatch entity is operational. A public education campaign is likely to be needed about the proper use of 9-1-1, non-emergency and business phone numbers.

#3 Recommendations on Development of Policies and Procedures – This is an important first step. IXP recommends forming a work group with an individual representing each dispatch center, and one from each: law enforcement, fire service, and emergency medical services.

At the next meeting, IXP will review Items #5, 6, 7, and 12.

Frank noted that drafts of the sections of the report are available on the website. Please provide any comments on the draft report to afrank@colchestervt.gov by May 10th.

8. Update on Calls for Service – Frank noted the updated information was provided in the packet which will be used to estimate cost shares and workload. There were no questions.

9. CCPSA/Milton MOU – Turner discussed the draft agreement between Milton and the CCPSA which Frank drafted and which was included in the meeting packet. Frank clarified that Milton would not be voting on budget items. Milton agreed to reimburse the CCPSA for legal expenses incurred in drafting this agreement. McGuire suggested making it shorter in part by deleting most of the Whereas clauses. Locke asked why they should be voting on any topic. It was noted that this draft agreement limits Milton’s role beyond the CCPSA

agreement and Milton wants to make sure they are not negatively impacting the other communities that are investing in this effort. There was general support for this with some edits. Frank asked the members for comments to be sent to him before the next meeting.

10. Implementation Timeline Options – Frank reviewed two different timelines. One with bonding and one with lease purchase. The bonding option would have operations start in September 2020 while the lease purchase option would have operations start in July 2020. There was a question about how soon we could bring on the Executive Director and it was noted that could happen as part of management services for the building improvements. Adams noted that the lease purchase option is what precipitated Milton’s desire for more clarity in the agreement. Frank added that bonding causes the same issue as lease purchase would for Milton.

11. 19 Gregory Lease Option – Frank noted that the lease option expired in May 2018 and recommended a voluntary assessment to raise the \$5,000 for the next year based on population or calls for service to cover the cost of the lease option. This will be a decision item for the next meeting.

12. Board Communications and Other Matters – McGuire noted the financial services agreement between CCPSA and Williston expires on June 30, 2019. This will be a decision item at the next meeting

13. Next Meetings –

Monday, May 20th 8:00-9:30

Monday, June 24th 8:00-9:30

14. Executive session - Dorn moved to find that premature general public knowledge of the CCPSA's labor relations would clearly place CCPSA at a substantial disadvantage, because the CCPSA risks disclosing its negotiation strategy if it discusses the proposed terms in public. McGuire seconded. All in favor. Motion passed.

Dorn moved that we enter into executive session to discuss confidential communications regarding labor relations under the provisions of Title 1, Section 313(a)(1)(A), Executive Sessions, of the Vermont Statutes. McGuire seconded. All in favor. Motion passed.

Dorn moved to exit executive session. Baker Seconded. All in favor. Motion passed.

15. Adjournment - Dorn moved to adjourn at 10:19am. Baker Seconded. All in favor. Motion passed

Respectfully submitted,
Charlie Baker
Assistant Secretary

Financial Operation Agreement – CCPSA and the Town of Williston

This agreement is made this _____ day of _____ 2019 between the Town of Williston (Town) and the Chittenden County Public Safety Authority (CCPSA), collectively the parties, 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 interlocal contract for administrative governmental service whereby 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, pursuant to the authority and authorization in 24 VSA Section 4901, and 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. Accounts Receivable
 - iv. Bank Statement Reconciliation
 - v. 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 at no charge to CCPSA.
- j. Should the Town note any irregularities in the documentation submitted with regarding to CCPSA transactions it 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, such actions 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 Agreement 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 its debts alone and are not considered obligations of the Town of Williston or its agents.
- 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 from inadequate controls shall be the responsibility of CCPSA.
- g. CCPSA shall be responsible for grant administration and tax filing associated with its operations. Copies of such filings shall be provided to the Town for recordkeeping purposes.
- h. CCPSA shall 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, within a reasonable time, notify the designated Town contact and work with Town contact to resolve any concerns.
- j. Should the Town fall above the threshold for a Uniform Guidance Audit as required by OMB 2 CFR Part 200 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/INDEMNITY

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.

CCPSA shall indemnify, defend and hold harmless Town and its officers, employees and/or agents from and against any and all claims (in whatever form and to the fullest extent permitted by law) arising out of or in any way connected with this Agreement, unless such claims are the result of gross negligence, fraud or willful misconduct of Town and its officers, employees and/or agents.

D. INDEPENDENT CONTRACTOR

Town shall act as an independent contractor and not as an employee of CCPSA. Town shall have responsibility for general supervision of Town’s employees and agents and shall be solely responsible for all procedures, methods of analysis, interpretation, conclusions and contents of work performed under this Agreement.

E. COMMUNICATION

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

Shirley Goodell-Lackey
sgoodell-lackey@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.

F. AMENDMENT

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

G. 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.

H. 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.

I. 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.

J. TERM

The term of this agreement is July 1, 2019 through June 30, 2020. Notwithstanding the foregoing, either party may terminate this Agreement upon thirty (30) days' advance written notice to the other party.

K. SUCCESSORS AND ASSIGNS

This Agreement shall bind the parties and their respective successors and assigns.

L. GOVERNING LAW

This Agreement and the application or interpretation hereof shall be governed by the laws of the State of Vermont.

SIGNATURES

CCPSA, Board Chair

Town of Williston, Town Manager, duly
authorized by the Selectboard

Aaron Frank

Printed Name

Richard McGuire

Printed Name

Date

Date

CCPSA Voluntary Assessment By three year average call volume (FY 16-18)
 20-May-19

Community	Calls	% calls	Funding
Burlington	41,711	43%	\$ 2,163
Colchester	16,343	17%	\$ 848
South Burlington	18,143	19%	\$ 941
Williston	10,466	11%	\$ 543
Winooski	9,745	10%	\$ 505
Total	96,408	100%	\$ 5,000

5/16/19 DRAFT

**Agreement Regarding the
Town of Milton's Funding Of and Participation
In the Chittenden County Public Safety Authority**

This AGREEMENT, by and between the Chittenden County Public Safety Authority (hereinafter "CCPSA"), a Vermont Union Municipal District with its principal offices in South Burlington, Vermont, and the Town of Milton, a Vermont municipality located in Chittenden County ("Milton").

WHEREAS, the CCPSA was created pursuant to 24 V.S.A., Chapter 121, by a positive vote of the voters in the Chittenden County municipalities of Burlington, Colchester, Milton, South Burlington, Williston, and Winooski to provide regional public safety communications services, with the intent to operate as a Public Safety Answering Point; and

WHEREAS, the CCPSA's foundational document, known as the AGREEMENT TO CREATE THE CHITTENDEN COUNTY PUBLIC SAFETY AUTHORITY (hereinafter "CCPSA Agreement"), was dated and signed by authorized representatives of each of the above-referenced member municipalities in 2018; and

WHEREAS, Milton does not currently operate a dispatch center, does not have dispatch staff, and has no fundamental objection to having dispatch handled remotely from another Vermont community; and

WHEREAS, Milton would ultimately like to receive and pay for dispatch services as a member of CCPSA, as the citizens of Milton intended by their March 2018 Town Meeting Day vote; and

WHEREAS, CCPSA would like Milton, as an initial member of CCPSA, to pay for and receive services from CCPSA as soon as practicable; and

WHEREAS, CCPSA is still in the early stages of establishing a regional dispatch operation and is not yet in a position to provide regional services and begin operating as a Public Safety Answering Point; and

WHEREAS, Milton would prefer that the CCPSA member communities resolve the formational details of their regional dispatch operation and begin operating the regional center before the CCPSA asks the Milton's Selectboard to ratify the CCPSA Memorandum of Understanding on Cost Sharing (MOU), with Milton beginning to receive services from CCPSA only after CCPSA is operating as a joint dispatch center/Public Safety Answering Point; and

WHEREAS, Section 17(c) of the CCPSA Agreement contemplates that if a member does not ratify the cost-sharing MOU at its initial opportunity, that member shall not receive services, nor shall Section 20 of the Agreement (regarding assessment) apply to the member, until such time as the member ratifies the MOU; and

WHEREAS, Section 17(d) of the CCPSA Agreement further contemplates that member communities may take up to 24 months following a request by the CCPSA to ratify the MOU without consequence to their voting rights; and

WHEREAS, the Milton wishes to clarify its fiscal responsibilities relative to any planning and/or operational costs, or debt or debt-like instruments (including but not limited to municipal leasing) that CCPSA may issue, with or without voter approval, prior to Milton's ratification of the MOU; and

WHEREAS, pursuant to Section 21(b) of the CCPSA Agreement, a member cannot vote to withdraw from CCPSA after CCPSA has voted to bond, but may vote to withdraw from receiving service following a bond vote, subject to certain terms and conditions; and

WHEREAS, Section 17 of the CCPSA Agreement states that Section 20 (assessment) does not apply until such time as the member ratifies the MOU. Thus, while a member cannot vote to withdraw from CCPSA after a vote to bond or incur debt or obligations under debt-like instruments without paying its share of financial obligations, a member that has not ratified the MOU is not subject to assessment for the cost of debt service or payments under long-term contracts.

NOW THEREFORE, in light of the foregoing premises, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Milton and the CCPSA agree as follows:

(1) Milton shall not be responsible for CCPSA's planning or operational costs, debt, or obligations under debt-like instruments, unless and until Milton's Selectboard ratifies the MOU;

(2) Notwithstanding anything in the CCPSA Agreement to the contrary, Milton's representative to the CCPSA shall not have voting rights until Milton's Selectboard ratifies the MOU on cost-sharing;

(3) Milton shall not vote on or otherwise participate in the process to approve a proposed budget, as described in Section 16 of the CCPSA Agreement, until Milton's Selectboard ratifies the MOU on cost-sharing;

(4) Milton's citizens shall not vote on CCPSA indebtedness until Milton's Selectboard ratifies the MOU on cost-sharing and Milton agrees to bind itself to any CCPSA long term debt in an irrevocable manner, and together with the other CCPSA member communities;

(5) Milton shall not receive service from CCPSA until Milton's Selectboard ratifies the MOU on cost-sharing, including a mutually agreed reimbursement/payback of all startup, planning and operational costs, and debt (or costs under debt-like instruments) paid or taken on by the other CCPSA members;

(6) The "Smoothing Formula," referenced in Appendix A to the CCPSA Agreement (i.e., the MOU) shall not be applied to Milton if and when Milton begins to receive services from CCPSA. Instead, Milton's financial participation under the MOU shall only follow the "Long Term Contributions" section thereof; and

(7) Nothing in this Agreement is intended to waive or vary the rights and obligations of the parties under the CCPSA Agreement, except as expressly set forth above, including CCPSA's right to ask Milton to ratify the MOU on cost-sharing, as referenced in Section 17 of the CCPSA Agreement, and for Milton to be subject to the responsibilities and timelines therein set forth.

(8) This Agreement may be amended only upon mutual written consent of the parties.

(9) This Agreement shall be governed by the laws of the State of Vermont.

(10) The provisions of this Agreement are severable. If any provision of this Agreement is deemed void or unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect.

AGREED by affirmative vote of the CCPSA Board of Directors at a duly warned meeting on _____, 2019 and affirmative vote of the Milton Selectboard at a duly warned meeting on _____, 2019.

Milton Selectboard

CCPSA Board

Name

Name

Its Duly Authorized Agent

Its Duly Authorized Agent