



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

**DRAFT  
MINUTES**

**Attendees: Members:** Aaron Frank (Chair – Colchester), Kevin Dorn (Vice Chair – South Burlington), Jessie Baker (Winooski), Rick McGuire (Treasurer – Williston), Steve Locke (Secretary – Burlington), and Darren Adams (Milton). **Others present:** Charlie Baker (Assistant Secretary – CCRPC), Kevin Kearns (IXP), Geoffrey Urbanik (Colchester), Erik Wells (Williston), Caroline Earle (FOP Winooski), Kathryn Clark (BPD) Jeff Barton (CPD), Larry Barbeau (BPD), Judy Dunn (BPD), Christy Lorrain (BPD), Pam Simays (BPD), Justin Couture (BPD), and Leo Wermer (SBFD).

1. **Call to Order** - Frank called the meeting to order at 8:00.
2. **Agenda Approval** – Locke moved to approve the agenda and Adams seconded. All in favor. Motion carried.
3. **Public Comment** – none
4. **Approval of Minutes from 4/29/19** – Baker moved to approve the minutes and Locke seconded. All in favor. Motion carried.
5. **Treasurer’s Report on Payments / Monthly Financial Report: Board Acceptance** – McGuire reported that there are only minor changes from last month. Revenue have exceeded expenses by \$54,564 to date. Locke moved approval of the Treasurer’s Report and Adams seconded. All in favor. Motion carried.
6. **Financial Services Agreement** – McGuire noted that there have been minor technical corrections to the draft agreement. Locke moved approval of the agreement and Baker seconded. All in favor. Motion carried.
7. **Voluntary Assessment to Fund Lease Option Agreement** – Locke asked if invoices could go out before end of June? Answer was yes. Dorn moved approval of the voluntary assessment and Locke seconded. Adams abstained. All in favor. Motion carried.
8. **Lease Option Approval** - Locke moved approval of the lease option and Dorn seconded. All in favor. Motion carried.
9. **CPSA/Milton MOU** – Frank noted that attorney McLean reviewed. Some minor discussion ensued. Locke moved approval of the MOU and Dorn seconded. All in favor. Motion carried.
10. **Draft Results from IXP Consultants** – Kevin Kearns from IXP presented IXP’s recommendations to date (see attached presentation and the separate draft report).

He first reviewed Scope of Work Items previously reported: Item #4 - Review of Current CAD/RMS Systems; Item #8 – Recommendations on Existing Technologies; Item #9 – Evaluate Designated Space; Item #10 – Recommendations on Radio Systems; Item #11 – Recommend Options for Backup Center; Item #1 – Transition Plan for Dispatch Centers; Item #2 – Handling of Telephone Calls; and, Item #3 – Development of Policies, Procedures & Practices.

He then reviewed new sections of the draft report:

Item #5 – Staffing Levels and Shift Configurations – Kearns started with a review of potential 9-1-1 call demand. The Center will also need to handle some portion of the 10-digit line calls estimated to be 1.5 times the 9-1-1 calls. The estimated total is 110,512 calls per year and an average of 329 calls per day. Frank noted that our 3-year average has been about 99,000 calls for service, so this seems like a reasonable estimate. Kearns noted a typical hourly distribution of calls during a typical day. Consistent with the State, looking to meet NENA standard of answering 90% of calls within 10 seconds during the busy hour of the day. He reviewed different scenarios for call taking needs. Discussed differences of the call taking work versus the dispatch work. Recommends a fully cross-trained staff for call takers and dispatchers. Initial recommendation is for 5 call takers/dispatchers for 24 hours per day/7 days per week. One additional person for 8 during busiest days of the week. And, a shift manager most of the time which would provide for up to seven people taking 911 calls and dispatching. Total estimated staffing need is estimated to be 31 people.

There was a discussion about whether dispatchers would be personally assigned to specific police departments. It was explained that they may be primarily assigned to a department or a group of departments for a specific shift but would be cross trained to handle all departments and that this format works well in dispatch centers of our proposed size and quite a bit larger.

Locke asked about where the break point is for needing more staff. Kearns noted that it would be if the center got up to about 150,000 calls or having the 10-digit calls be up to two times the 9-1-1 calls. Frank noted that this area needs some refinement based upon some more analysis, and a specific recommendation about what existing 10-digit calls will come to regional to be fair from a funding perspective and so the cities and towns can budget for and address procedure for any incoming police calls that do not go to regional. Kearns noted that he's seen 8, 10, and 12-hour shifts work and that he would add some information about current shifts lengths in the report.

Item #6 – Strategy for Transition of Existing Workforce – Would start with development of policies/procedures and training of personnel. CCPSA's board has committed to hiring full time dispatchers in good standing which eliminates a lot of concerns. CCPSA would conduct training prior to startup, but employees would remain employed by their current employers who would schedule training around current work. The Executive director and four managers would begin work prior to the start up date. The dispatchers would begin work on the first day of service, when service is cut-over from local to regional dispatch. It is envisioned that no decisions on labor organizations would be made prior to that time.

Item #7 – Best Call Taking Strategy for Combined PSAP/Dispatch – IXP recommends fully cross-trained staff of dispatchers and call takers. In this model, dispatchers would be dispatching of information the call takers input in the dispatch software vs. talking to the 911 center or callers directly as is presently the case. A cross trained staff allows a sharing of the workload of 911 calls, ten-digit calls, and work among public safety agencies and services.

Item #12 – Review of Alarm Ordinances – IXP advised that regional would be best off functioning with existing alarm ordinances and consider changes and creation of a single regional ordinance after regional dispatch is running.

Earle suggested that the CCPSA negotiate with new employees. Frank responded that this was premature, and further it was difficult to say who might be employees until after municipalities decide whether to ratify the Funding MOU.

11. Board Communications and Other Matters – None.

12. Next Meetings –

Monday, June 24<sup>th</sup> 8:00-9:30

Monday, July 22<sup>nd</sup> 8:00-9:30

It was noted that any comments on the draft report should be sent to Aaron Frank by Friday May 24<sup>th</sup>.

Comments will be consolidated by Colchester Deputy Chief Barton and reviewed with the other Chiefs before being provided to IXP for edits.

13. **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 and McGuire seconded. All in favor. Motion carried.

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 and McGuire seconded. All in favor. Motion carried.

Dorn moved to exit executive session and Adams seconded. All in favor. Motion carried.

14. Adjournment - Dorn moved to adjourn at 10:19am and Adams seconded. All in favor. Motion carried

Respectfully submitted,

*Charlie Baker*

Assistant Secretary

## CCPSA

## Statement of Revenues &amp; Expenditures

REVENUE	FY2019 Budget	Budget Adjustment	Amended Budget	Actual Through June 30, 2019	Budget Balance
Burlington	40,447	2,163	42,610	40,447	2,163
Colchester	16,477	848	17,325	17,325	-
Milton	10,062	-	10,062	-	10,062
Winooski	6,926	505	7,431	7,431	-
South Burlington	17,556	941	18,497	18,497	-
Williston	8,532	543	9,075	9,075	-
Interest Income	-	-	-	182	(182)
Prior Year Reserves	10,512	-	10,512	10,512	0
<b>Total Revenue</b>	<b>110,512</b>	<b>5,000</b>	<b>115,512</b>	<b>103,469</b>	<b>12,043</b>
<b>EXPENSES</b>					
Consultant	100,000	-	100,000	59,550	40,450
Insurance/VLCT	1,854	-	1,854	2,004	(150)
Misc	1,658	-	1,658	-	1,658
Legal	5,000	-	5,000	5,281	(281)
Rent	-	5,000	5,000	5,000	-
Equipment Ops/Repairs	2,000	-	2,000	-	2,000
<b>Total Expenses</b>	<b>110,512</b>	<b>5,000</b>	<b>115,512</b>	<b>71,835</b>	<b>43,677</b>
<b>NET REVENUE-EXPENSES</b>					
	-	-	-	31,634	



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July 11, 2019

Aaron Frank, Chair  
Chittenden County Public Safety Authority c/o  
Town of Colchester  
781 Blakely Road  
Colchester, VT 05446

RE: Proceeding with Cost Estimating Work

In follow-up from the May 20<sup>th</sup> briefing on the final four segments of the operational outline portion of the project, and our continued discussions of how best to finalize those sections, IXP is prepared to proceed with the Preparation of Cost Estimates as described in Section B of the Statement of Work:

B1. 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 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.)

B2. 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.

Before we proceed with this work, we will need CCPSA to provide some information and make several threshold decisions so that the cost estimates reflect your policy and operational objectives. The purpose of this letter is to outline the information and decisions we need from CCPSA, and to outline a timeline for the cost estimating work.

Information needed from CCPSA for capital costs estimation:

- To allow us to work up the construction cost estimates with your landlord, we will need to know which floorplan alternative you want us to use for that work.

If floorplans 1A or 1B are selected, we need to know how many positions you want outfitted to start and how many would be for growth. For example, if floorplan 1B is selected, do you want all 10 positions built out in the cost estimates, or just a smaller number to start with. Given the staffing model recommended, we recommend that at least 7 positions be built out for initial operations.

Information needed from CCPSA for operating cost estimation:

- The wage and benefit cost information for dispatchers/PSAP calltakers and for Managers that you want us to use for the first year of the model and the annual cost escalation values you want used against these values.

IXP is prepared to begin work on the cost estimates when you provide authorization to proceed.


We can supply the capital cost estimate within four weeks of receipt of the requested information.

We can present the non-labor operating costs and labor costs within three weeks of the information being provided to IXP, assuming the capital cost information has been provided to IXP prior to the beginning of this three week timeline.

Please let me know if you have any questions, and if the above information request and timeline is satisfactory, please return a signed copy of this letter so IXP can begin the work.



Kevin Kearns  
Director of Public Safety Consulting

Authorization to proceed as described in this letter: \_\_\_\_\_  


Date: July 12, 2019

# CCPSA Board Work Tasks

2019-2020

## DRAFT 7/8/19 Option 2: Lease Purchase

<u>Month</u>	<u>Task</u>
April	IXP Report: IV. A. group 2
May	IXP Report: IV. A. Group 3 Input to IXP on Groups 1 & 2 *
June	IXP Draft final report IV. A. Input to IXP on Group 3 * Input to IXP on final report IV. A. * * Complete but for input on # of dispatchers/calltakers Authorize IXP Report: IV. B. Cost Estimation
July	Final report in IV. A. IXP Report: Capital and Operating Cost estimates
August	Input to IXP on Capital and Operating Cost Estimates
August *	Final IXP report Operating Cost estimates
September	CCPSA Board develops FY 21 budget and FY 21 onward capital funding
September *	CCPSA Board Recommendations to their local governments on funding Exec Director with FY 20 funds and signing MOA promising FY 21 funds.
October	Local Govt. Decisions on funding and sign MOU
November	CCPSA Board authorizes lease purchase for communities who signed MOU

# CCPSA Board Work Tasks

2019-2020

## DRAFT 7/8/19 Option 2: Lease Purchase

*\* indicates possible second CCPSA meeting*

<b><u>Month</u></b>	<b><u>Task</u></b>
December	Sign Lease, approve building improvements Sign Agreement for management services or hire Executive Dir
<b>February 2020</b>	CCPSA Exec. Director begins work Begin Hiring process for Managers
March	Building upfit done Install furniture and systems
April	Managers begin at least part time Systems Testing Offers to first communities Dispatchers
May	Training to first communities dispatchers
July	Service Begins 7/1/2020



**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 May 20, 2019 and affirmative vote of the Milton Selectboard at a duly warned meeting on July 8, 2019.

**Milton Selectboard**




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Name

Its Duly Authorized Agent

**CCPSA Board**



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Name

Its Duly Authorized Agent