

**E911
INFORMATION**

**CALHOUN
COUNTY
COMMISSION**

CCPY

CALHOUN COUNTY

9-1-1

ENHANCED EMERGENCY TELEPHONE SYSTEM

PROPOSAL AND PLAN

PRESENTED ON SATURDAY, AUGUST 29, 1998

DAY: TUESDAY

DATE: SEPTEMBER 8, 1998

TIME: 9:00 a.m.

WHERE: CALHOUN COUNTY COURTHOUSE, LITTLE COURTROOM

GRANTSVILLE, WEST VIRGINIA, 26147

SUBMITTED BY: ED EISLEY
Director

Calhoun County
Office of Emergency Services

RECEIVED

MAR 01 1999

**TELECOMMUNICATIONS
SECTION - PSC**

CALHOUN COUNTY ENHANCED 911 ORDINANCE

AN ORDINANCE OF CALHOUN COUNTY PROVIDING FOR A PROPOSAL FOR AN ENHANCED EMERGENCY TELEPHONE SYSTEM, FOR THE HOLDING OF A PUBLIC MEETING ON SUCH PROPOSAL, AND FOR PLACEMENT OF AN ADVERTISEMENT NOTIFYING THE PUBLIC OF SUCH MEETING AND OF THE LOCATION AT WHICH A COPY OF SUCH PROPOSAL MAY BE EXAMINED.

WHEREAS, section three-cc, article one, chapter seven (7-1-3-cc) of the West Virginia code grants the authority to county commissions to establish an enhanced emergency telephone system and impose a fee for the capital installation and maintenance costs thereof;

WHEREAS, article six, chapter twenty-four (24-6-1 et al) of the West Virginia Code requires the preparation of a proposal, the holding of a public meeting and the timely placement of an advertisement concerning such proposal and meeting before a final plan for the implementation of such an enhanced emergency telephone system may be adopted:

NOW THEREFORE BE IT ORDAINED BY THE COUNTY COMMISSION OF CALHOUN COUNTY, WEST VIRGINIA, PURSUANT TO AND IN ACCORDANCE WITH SECTION THREE-CC, ARTICLE ONE, CHAPTER SEVEN (7-1-3-CC) AND ARTICLE SIX, CHAPTER TWENTY-FOUR (24-6-1 et al) OF THE WEST VIRGINIA CODE, THE FOLLOWING:

THAT A COPY OF THE PROPOSAL ATTACHED HERETO BE MADE AVAILABLE FOR EXAMINATION BY THE PUBLIC AT CALHOUN COUNTY EMS BUILDING ON ROUTE 16, 4 MILES SOUTH OF GRANTSVILLE AND AT THE COUNTY CLERKS OFFICE, LOCATED IN THE COURTHOUSE AT GRANTSVILLE.

THAT A PUBLIC MEETING BE SCHEDULED TO BE HELD AT THE COUNTY COURTHOUSE ON AUGUST 29TH AT 10:00 A.M. AND SEPTEMBER 8TH AT 9:00 A.M. IN ORDER TO RECEIVE COMMENTS FROM OTHER PUBLIC OFFICIALS AND INTERESTED PERSONS;

THAT AT LEAST THIRTY DAYS BUT NOT MORE THAN SIXTY DAYS BEFORE SUCH MEETING AN ADVERTISEMENT BE PLACED BY THE COUNTY CLERK IN THE CALHOUN CHRONICLE A NEWSPAPER OF GENERAL CIRCULATION IN CALHOUN COUNTY, NOTIFYING THE PUBLIC OF THE DATE, TIME, PLACE AND PURPOSE OF SUCH A MEETING AND OF THE LOCATION AT WHICH A COPY OF SUCH PROPOSAL MAY BE EXAMINED.

PLAN FOR AN ENHANCED EMERGENCY TELEPHONE SYSTEM FOR CALHOUN COUNTY, WEST VIRGINIA

SECTION 1 -- DEFINITIONS;

As used in this plan, unless the context clearly requires a different meaning:

- (a) "Answering point" means the facility to which enhanced emergency telephone system calls for a county are initially routed for response, and where county personnel respond to specific requests for emergency service provider, relaying a message to the appropriate provider or transferring the call to the appropriate provider.
- (b) "County Commission" means the County Commission of Calhoun County, West Virginia.
- (c) "County" means Calhoun County, West Virginia.
- (d) "Emergency service provider" means any emergency services organization or public safety unit.
- (e) "Enhanced emergency telephone system" means a telephone system which automatically connects the person dialing the primary emergency number to the county answering point and in which the telephone network system automatically provides to personnel receiving the call immediately on answering the call, information on the location and the telephone number from which the call is being made, and upon direction from the personnel receiving the call routes of dispatches such call by telephone, radio or any other appropriate means of communication to emergency service providers that serve the location from which the call is made.
- (f) "Local exchange service line" means the same as defined in the contract attached to this final plan as Appendix A.
- (g) "Telephone company" means a public utility which is engaged in the provisions of telephone service.

SECTION 2 -- TERRITORY INCLUDED IN SYSTEM

- (a) All territory in the county, including every municipal corporation in the county, which is served by telephone company central office equipment that will permit an enhanced emergency telephone system to be established, is to be included in the system.

(b)The municipal corporations included in the system shall include:

THE CITY OF GRANTSVILLE

SECTION 3 -- COUNTY ANSWERING POINT

- (a) The county answering point shall be operated constantly and shall provide full service, included access for the hearing impaired, 24 hours per day.
- (b) There will be one county answering point. The location of such answering point shall be as follows:

In the County Emergency Services building on State Route 16, 4 miles South of Grantsville.

- (c) The answering point will be required to respond to calls as follows:

The Calhoun County Office of Emergency Services Communication Center, known as Calhoun Control, will act as county answering point and handle calls for police, fire, ambulance, rescue, and emergency services as follows:

Calhoun County Sheriff	Direct Dispatch
Grantsville City Police	Direct Dispatch
W.V. State Police	Direct Dispatch Or Call Transfer
Arnoldsburg Volunteer Fire Department	Direct Dispatch
Grantsville Volunteer Fire Department	Direct Dispatch
West Fork Volunteer Fire Department	Direct Dispatch
Calhoun County EMS	Direct Dispatch
Calhoun County Magistrates	Direct Dispatch
Calhoun County Office of Emergency Services	Direct Dispatch
W.V. Department of Agriculture-Forestry	Direct Dispatch
W.V. DNR - Law Enforcement	Direct Dispatch
W.V. State Fire Marshall	Direct Dispatch

- (e) The county answering point shall be connected to the telephone company's telephone network as follows: To Citizens Telecom of West Virginia, by dedicated automatic number identification trunks.

SECTION 4 -- EMERGENCY SERVICE PROVIDERS; RESOLUTION OF DISPUTES; HANDLING OF MISDIRECTED CALLS; PUBLICLY ACCESSIBLE TELEPHONE NUMBERS

- (a) Every emergency service provider that provides emergency service within the territory of the county will be required to participate in the enhanced emergency telephone system.

- (b) The emergency service providers referred to in subsection (a), above, shall be the following:

Calhoun County Sheriff, Grantsville City Police, W.V. State Police, Arnoldsburg Volunteer Fire Department, Grantsville Volunteer Fire Department, West Fork Volunteer Fire Department, Calhoun County EMS, Calhoun County Magistrates, Calhoun County Office of Emergency Services, WV Department of Agriculture (Forestry), WV Department of Natural Resources (Law Enforcement), WV State Fire Marshall.

- (c) Misdirected Calls will be handled as follows:

To the Sheriff's Department and municipal Police, Departments from dispatch center: Corrective via radio transmission if unit is enroute or correction via telephone if unit has not responded when misdirection of the call is realized.

To all fire departments in Calhoun County from the dispatch center : Corrective via radio transmission if the unit is enroute or corrective via telephone if unit has not responded when misdirection is realized.

To Calhoun County Emergency Medical Services from dispatch center: Correction via radio transmission if the unit is enroute or correction via telephone if the unit has not responded when the misdirection is realized.

To Calhoun County Office of Emergency Services from the dispatch center: Corrective via radio transmission if the unit is enroute or correction via telephone if the unit has not responded when the misdirection is realized.

To W.V. Department of Natural Resources (Law Enforcement) from the dispatch center: Correction via radio transmission if the unit is enroute or correction via telephone if the unit has not responded when the misdirection of the call is realized.

To Calhoun County Magistrates from the dispatch center: Correction via radio transmission if the unit is enroute or correction via telephone if the unit has not responded when the misdirection of the call is realized.

To W.V. State Fire Marshall's Office from the dispatch center: Correction via radio transmission if the unit is enroute or correction via telephone if the unit has not responded when the misdirection of the call is realized.

- (d) Each emergency service provider participating in the enhanced emergency telephone system shall maintain a publicly accessible 7-digit telephone number, which shall be appropriately listed in appropriate telephone directories, in addition to any telephone numbers provided in the system.

SECTION 5 -- PROJECTION OF COSTS

- (a) The capital and installation costs of the enhanced emergency telephone system are projected to be as follows:

CAPTIAL / CONTINGENCY ACCOUNT	\$ 8,500.00
COMMERCIAL GRADE PENTIUM COMPUTER	\$ 6,500.00
TOTAL	\$15,000.00

- (b) The annual costs of the first five years of recurring maintenance and dispatcher costs are projected to be as follows:

SALARIES 2 FT DISPATCHERS AND 3 PT DISPATCHERS WITH BENEFITS	\$ 69,224.00
911 TRUNK LINES	\$ 3,480.00
B & C COMMUNICATIONS (MAINTENANCE CONTRACT)	\$ 2,280.00
B & C COMMUNICATIONS (EXTRAORDINARY REPAIRS)	\$ 1,800.00
FIRST WEST VIRGINIA BANK (RECORDER)	\$ 2,280.00
ALLEGHENY POWER	\$ 600.00
PROCOM	\$ 3,000.00
AT & T MAINTENANCE	\$ 1,680.00
LUCENT TECHNOLOGIES (MERLIN SYSTEM)	\$ 1,680.00
OFFICE SUPPLIES	\$ 1,000.00
MISCELLANEOUS SUPPLIES	\$ 1,200.00
TOTAL	\$ 88,224.00

- (c) The cost associated with establishing, equipping and furnishing the country answering point is projected to be as follows:

NONE.

- (d) The other costs will not be part of the costs of the enhanced emergency telephone system but that will be incurred in conjunction with implementation of such system are projected to be as follows:

Two Administrative Phone Lines \$3000.00
This cost to be shared by the 3 fire departments and the Sheriff's
Department AND Grantsville Police Dept. at: \$600.00 Per.
Department per year.

All other costs such as: Office Equipment, Utilities and one Dispatcher position will be covered by the EMS

**SECTION 6 -- IMPOSITION OF FEE; ADOPTION OF BILLING CONTRACT;
ESTABLISHMENT OF SEPARATE ENHANCED 9-1-1 FUND; PAYMENT OF COSTS NOT
RECOVERED THROUGH FEE**

- (a) The imposition, pursuant to section three-cc article one, chapter seven (7-1-1-cc) of the West Virginia code, of a fee of \$2.45 per month per local exchange service line or line equivalent, except for Tel-Assistance lines is proposed to finance the projected costs of the enhanced emergency telephone system. Such fee is proposed to be reduced when the capital and installation costs have been recovered to offset reoccurring operational maintenance and dispatcher costs only. Such fee is not proposed to be used to offset the costs associated with the establishing, equipping, furnishing, operating or maintaining of the county answering point. Such fee is proposed to become effective beginning on October 1, 1998.
- (b) The County Commission of Calhoun County adopts and ratifies the contract attached hereto as Appendix A for billing of the enhanced emergency telephone system fee by Citizens Telecom of West Virginia.
- (c) All fees remitted under the contract referred to in subsection (b), above, are proposed to be deposited in a separate "Enhanced 9-1-1 Fund".
- (d) The costs associated with establishing, equipping, furnishing, operating or maintaining the county answering point shall be paid for as follows: See SECTION 5 paragraph (d).

SECTION 7 -- TELEPHONE COMPANY

- (a) Upon the adoption of this plan, the terms and conditions of the telecommunications services and facilities provided by the telephone companies will be governed by the applicable tariffs on file with and approved by the Public Service Commission of West Virginia, the rules, regulations and orders of the Public Service Commission of West Virginia and the laws of the State of West Virginia.
- (b) The telephone company that will provide the services and facilities identified in section (a), is as follows: Citizens Telecom of West Virginia.

SECTION 8 -- TARIFFS, RULES AND REGULATIONS, AND LAWS

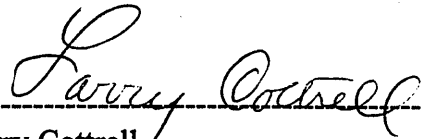
The final plan for the County enhanced emergency telephone system will be supplemented and superseded by the applicable tariffs on file with and approved by the Public Service Commission

of West Virginia, the rules, regulations and orders of the Public Service Commission of West Virginia. Such tariffs, rules, regulations, orders and laws will be deemed incorporated in the final plan as if fully set out therein.

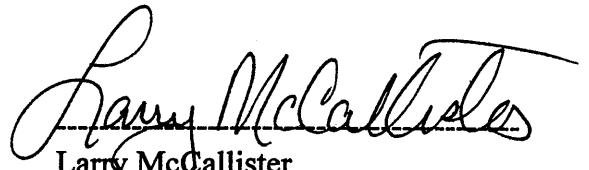
SECTION 9 -- FILING OF PLAN WITH THE PUBLIC SERVICE COMMISSION

Upon completion and adoption of the final plan for the County enhanced emergency telephone system, the County Commission will send a signed copy of such plan to the Public Service Commission.

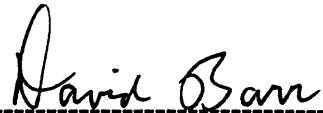
This Ordinance and Final Plan adopted this 8th day of September 1998 at a regular meeting of the Calhoun County Commission.



Larry Cottrell
President

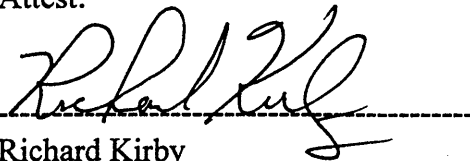


Larry McCallister
Commissioner



David Barr
Commissioner

Attest:



Richard Kirby
Clerk of the County Commission

ENHANCED 911 BILLING CONTRACT

This contract is made this 8th day of Sept; 1998, by and between (the "Authority), and Citizens Telecommunications Company of West Virginia, d/b/a **CITIZENS COMMUNICATIONS COMPANY OF WEST VIRGINIA** ("Citizens Communications").

The parties hereby agree as follows:

1. Citizens Communications shall act as the billing agent for the Authority for the billing of the fee imposed by the Authority for the capital, installation and maintenance costs, including recurring, maintenance and dispatcher costs, of the enhanced emergency telephone system of Calhoun County (the County").
2. Citizens Communications's duties as billing agency shall be as follows:
 - a. The enhanced emergency telephone system fee shall appear on the monthly bills that Citizens Communications issues to its customers in the County, beginning with the bills dated 1 October, 1998. The amount of such fee shall be \$ 2.45 per local exchange service line, except Tele-Assistance lines. For purposes of this contract, a "local exchange service line" is a line provided by Citizens Communications pursuant to its local exchange service tariff for which it issues a bill to a customer or customers. It is expressly understood that a "local exchange service line" shall include and be limited to the following:
 - (1) Each residence line, except Tele-Assistance lines;
 - (2) Each business line;
 - (3) Each semi-public telephone line;
 - (4) Each PBX trunk; or
 - (5) Each number of Centrex lines designated to be the equivalent of a PBX trunk under the aforementioned tariff. For each fraction of a PBX trunk equivalent, a proportionate fraction of the fee shall be billed.
 - b. Citizens Communications shall remit to the Authority by the last day of each month all fees collected by it during the preceding month, less the consideration set out in Paragraph 3. In the event the amount remitted is greater or less than the amount due under this contract, any and all liability under this contract shall be discharged by payment of the remaining amount due or by return of the amount overpaid, whichever the case may be. In either such case, no interest shall be charged.
 - c. In the event a customer of Citizens Communications contends either that such fee is not owed by such customer or that such customer is owed a refund of such fee, Citizen Communications shall refer the question to the Authority and Citizens Communications shall thereafter collect or refrain from collecting such fee from such customer as instructed in writing to do by the Authority. Such writing shall be mailed within five (5) days of the date the question is referred, unless otherwise agreed by the parties in writing.
3. In consideration for Citizens Communications billing agent services, it shall retain 3 percent of the fees collected before remitting the remainder to the Authority. For purposes of this contract, "fees collected" shall mean the fees billed by Citizens Communications less the fees uncollectable, which shall be calculated at Citizens Communications current rate of uncollectable revenues for intrastate service.

- 4. The Authority shall indemnify and hold Citizens Communications harmless from and against any claims or suits arising out of, in connection with, or related to the Authority's legal authority to impose an enhanced emergency telephone system fee or the erroneous collection of failure to bill such fee because of a good faith mistake by Citizens Communications. It is expressly understood that the foregoing indemnification shall include the responsibility to investigate and defend against such claims, including payment of reasonable attorney's fees.
- 5. The Authority shall notify Citizens Communications in writing at least ninety (90) days prior to the effective date of any change in the amount of the enhanced emergency telephone system fee.
- 6. The term of this contract shall be one year. Such term may be extended by the Authority an additional year by giving Citizens Communications written notice of such extension within ninety (90) days of the date of expiration of such term. Such term may be extended in a like manner for three (3) more additional years, allowing for total of four (4) extensions of one year each.
- 7. Either party may, at any time, terminate this contract by giving the other party sixty (60) days written notice of such termination.
- 8. All notices under this contract shall be mailed by certified mail return receipt requested. Such notices shall be mailed to the other party at the following addresses:

The Authority:
 Calhoun County Commission
 P.O. Box 230
 Grantsville, West Virginia 26147
 Citizens Communications
 300 Bland Street
 Bluefield, WV 24701

- 9. This contract is executed in and shall be governed by the laws of the State of West Virginia.
- 10. This contract shall supersede all prior documents, negotiations and agreements. It shall constitute the entire agreement of the parties on the subject matter to which it applies.

IN WITNESS WHEREOF, the parties have affixed their hands and seals on the date first above-written.

The Authority

Calhoun County Commission

 (Full Legal Name of Authority)
 By: *Ferry Cottrell* Pres
 Its: President

CITIZENS TELECOMMUNICATIONS COMPANY OF WEST VIRGINIA, D/B/A CITIZENS COMMUNICATIONS COMPANY OF WEST VIRGINIA

By: _____
 Its: _____