

**E911
INFORMATION**

**WIRT
COUNTY
COMMISSION**

**ENHANCED 911 ORDINANCE
FOR WIRT COUNTY, WEST VIRGINIA**

AN ORDINANCE PROVIDING FOR THE PROPOSAL OF A MULTI-COUNTY (INCLUDES WOOD COUNTY) ENHANCED EMERGENCY TELEPHONE SYSTEM FOR WIRT COUNTY, WEST VIRGINIA. FOR THE HOLDING OF A PUBLIC MEETING ON SUCH PROPOSAL, FOR THE 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 3-cc, Article 1, Chapter 7 {7-1-3-cc} of the Code of West Virginia, 1931, as amended, grants the authority to County Commissioners to establish an Enhanced Emergency Telephone System and impose a fee for the capital, installation and maintenance costs thereof;

WHEREAS, Article 6, Chapter 24 {24-6-1 et al} of the Code of West Virginia, 1931, as amended, requires the preparation of a proposal, the 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 WIRT COUNTY, WEST VIRGINIA, PURSUANT TO, AND IN ACCORDANCE WITH SECTION 3-cc, ARTICLE 1, CHAPTER 7 {7-1-3-cc} AND ARTICLE 6, CHAPTER 24 {24-6-1 et al} OF THE CODE OF WEST VIRGINIA, 1931, AS AMENDED, THE FOLLOWING:

THAT A COPY OF THE PROPOSAL ATTACHED HERETO BE MAILED TO THE TELEPHONE COMPANIES PROVIDING LOCAL EXCHANGE SERVICE WITHIN THE COUNTY AND TO LOCAL EMERGENCY SERVICE PROVIDERS, AND THAT THE COUNTY COMMISSION SEEK THE ADVICE OF SUCH COMPANIES AND SUCH PROVIDERS IN DEVELOPING A FINAL PLAN FOR AN ENHANCED EMERGENCY TELEPHONE SYSTEM;

THAT A COPY OF THE PROPOSAL ATTACHED HERETO BE MADE AVAILABLE FOR EXAMINATION BY THE PUBLIC AT THE WIRT COUNTY CLERK'S OFFICE, WIRT COUNTY COURTHOUSE, ELIZABETH, WEST VIRGINIA.

THAT A PUBLIC MEETING BE SCHEDULED TO BE HELD AT THE WIRT COUNTY COURTHOUSE, CIRCUIT COURT ROOM, ELIZABETH, WEST VIRGINIA ON MAY 13, 1997 AT 7:00 P.M. IN ORDER TO RECEIVE COMMENTS FROM OTHER PUBLIC OFFICIALS AND INTERESTED PERSONS;

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THAT AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN SIXTY (60) DAYS BEFORE SUCH MEETING, AN ADVERTISEMENT BE PLACED BY BARBARA CHEVRONT, WIRT COUNTY CLERK, IN THE WIRT COUNTY JOURNAL, NEWSPAPER OF GENERAL CIRCULATION IN SUCH COUNTY, NOTIFYING THE PUBLIC OF THE DATE, TIME, PLACE, AND PURPOSE OF SUCH MEETING, AND OF THE LOCATION AT WHICH A COPY OF SUCH PROPOSAL MAY BE EXAMINED.

PLAN FOR A MULTI-COUNTY (INCLUDES WOOD COUNTY) ENHANCED EMERGENCY TELEPHONE SYSTEM FOR WIRT COUNTY, WEST VIRGINIA

SECTION 1. -DEFINITIONS:

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

- (a) "Public Safety Answering Point (PSAP)" means a 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 by directly dispatching the appropriate 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 Wirt County, West Virginia.
- (c) "County" means Wirt 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, 9-1-1, 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 or dispatches the call, by means of rapid 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 proposed contracts attached to this final plan as "Appendix A - Bell Atlantic", "Appendix B - Armstrong Telephone Company." "Appendix C - Citizens Telecom.
- (g) "Telephone Company" means a public utility which is engaged in the provision of telephone service.

SECTION 2 - TERRITORY INCLUDED IN SYSTEM

- (a) All territory in Wirt 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, but not necessarily be limited to, the Town of Elizabeth.

SECTION 3 - MULTI-COUNTY ANSWERING POINT

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

Old Core Road School Building
located on Core Road, Wood County,
West Virginia.

- (c) All of Wirt County and Wood County, except the City of Parkersburg, will be served by the Answering Point.
- (d) The Answering Point will be required to respond to calls in Wirt County as follows:

Wirt County Sheriff's Department	Direct Dispatch
Elizabeth/Wirt Volunteer Fire Department	Direct Dispatch
Wirt County Emergency Squad	Direct Dispatch
West Virginia State Police - Elizabeth Detachment	Call Transfer
West Virginia Dept. of Natural Resources (Law)	Call Transfer

- (e) The Multi-County Answering Point shall be connected to the Bell Atlantic, Armstrong Telephone, and Citizens Telecom Telephone Companies' networks by dedicated automatic number identification trunks.

SECTION 4 - EMERGENCY SERVICE PROVIDERS; RESOLUTION OF DISPUTES; HANDLING OF MISDIRECTED CALLS; PUBLICLY ACCESSIBLE TELEPHONE NUMBERS; ENHANCED 911 COMMUNICATIONS ADVISORY BOARD.

- (a) Each Emergency Service Provider that provides emergency services in the territory of Wirt County is included in the Enhanced Emergency Telephone System.
- (b) The Emergency Service Providers referred to in subsection (a) above, shall be the following:

Wirt County Sheriff's Department
Elizabeth/Wirt Volunteer Fire Department
Wirt County Emergency Squad
West Virginia State Police - Elizabeth Detachment
West Virginia Department of Natural Resources - Law

- (c) In the event of a dispute between Wirt and/or Wood County and one or more Emergency Service Provider, such dispute, upon application to the Public Service Commission of West Virginia by a party to the dispute, may be resolved by order of the Public Service Commission of West Virginia.
- (d) If, at any time, a call is incorrectly dispatched to an Emergency Service Provider, the Provider receiving the call shall either radio the correct Provider or advise the PSAP to dispatch the correct Provider.
- (e) 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.

- (f) The membership of the multi-county Enhanced 911 Communications Advisory Board shall include a representative of the Wirt County Commission who shall serve as a member of the Advisory Board at all times.

SECTION 5 - PROJECTION OF COSTS

- (a) The initial capital and installation costs of the Enhanced Emergency Telephone System are projected to be as follows:

Projected One Time Costs

<u>Phones</u>	
Bell Atlantic	
Armstrong	
Citizens	\$ 6,360
<u>Mapping</u>	\$46,650
<u>Communications and Interface Equipment</u>	\$86,360

- (b) The annual costs of the first five years of recurring maintenance and contractual E-911 dispatch service from Wood County are projected to be as follows:

ESTIMATED ANNUAL COST

	1st yr.	2nd yr.	3rd yr.	4th year	5th yr.
Contracted Dispatch	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000

Wood County in accordance with its five year contract with Wirt County will provide the following:

personnel, uniforms, training, travel, payment of dues, maintenance of hardware, general liability insurance, printing, postage, payment of contingency fund/audit costs, maintenance on radios, teletype, physicals for new hires, head set equipment, software maintenance, ads and promotions.

Phone Lines	\$4,238	\$4,365	\$4,495	\$4,630	\$4,769
Communication Equipment	\$23,163	\$23,163	\$23,163	\$23,163	\$23,163
TOTALS	\$57,401	\$57,528	\$57,658	\$57,793	\$57,932

NOTE: Annual costs are rounded to nearest dollar amounts.

- (c) The initial costs associated with establishing, equipping, and furnishing the Multi-County Answering Point are projected to be as follows:

Included in the above-mentioned 5-year contract

- (d) The annual costs of the first five years of operating and maintaining the Multi-County Answering Point are projected to be as follows:

Included in the above-mentioned 5-year contract

SECTION 6 - IMPOSITION OF FEE; ADOPTION OF BILLING CONTRACT; ESTABLISHMENT OF SEPARATE ENHANCED 911 FUND; PAYMENT OF COSTS NOT RECOVERED THROUGH FEE

- (a) The imposition, pursuant to Section 3-cc, Article 1, Chapter 7 {7-1-3-c;} of the Code of West Virginia, 1931, as amended, of a fee of \$2.00 per month per Wirt County, local exchange service line or line equivalent, except for the Tel-Assistance lines, is proposed to finance the projected costs of the Enhanced Emergency Telephone System. Such fee is not proposed to be used to offset the costs associated with the establishing, equipping, furnishing, operating or maintaining of the Multi-County Answering Point. Such fee is proposed to become effective beginning on August 1, 1997.
- (b) The County Commission of Wirt County adopts and ratifies the contracts attached hereto as Appendices B, C and D for the billing of the Enhanced Emergency Telephone System fee by Bell Atlantic, Armstrong Telephone Company, and Citizens Telecom.

- (c) All fees remitted under the contract (s) referred to in subsection (b), above, are proposed to be deposited in a separate "Enhanced 911 Fund."
- (d) The costs associated with establishing, equipping, furnishing, operating, or maintaining the Multi-County Answering Point shall be paid for as follows:

Wood County Funds

- (e) The other costs listed in Section 5 are proposed to be paid for as follows:

Wirt County Funds

SECTION 7 - TELEPHONE COMPANIES

- (a) Upon the adoption of the 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 companies that will provide the services and facilities identified in subsection (a) are as follows:

Bell Atlantic
 Armstrong Telephone Company
 Citizens Telecom

SECTION 8 - TARIFFS, RULES AND REGULATIONS AND LAWS

The final plan for the Multi-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, and the laws of the State 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 Multi-County Enhanced Emergency Telephone System, the Wirt County Commission will send a signed copy of such plan to the Public Service Commission of West Virginia.

SECTION 10- WIRT COUNTY MULTI-COUNTY ENHANCED EMERGENCY TELEPHONE SYSTEM ORDINANCE

The Multi-County Enhanced Emergency Telephone System shall be governed by this Ordinance and a companion Ordinance duly promulgated and adopted by the Wood County Commission.

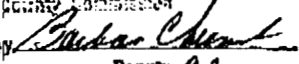
This ordinance and final plan adopted this 20th day of May, 1997 at a regular meeting of the Wirt County Commission.


Paul Bumgarner, Commission President


Herman Full, Commissioner


Lenton Offutt, Commissioner

I, BARBARA CHRISTY, do hereby certify that this is a true copy from the record.
Teste: BARBARA CHRISTY, Clerk
Wirt County Commission

9-2-97 by 
Barbara Christy

BILLING CONTRACT

This contract is made this 5th day of August, 1997, by and between the Wirt County Commission (the "Commission") and Bell Atlantic - West Virginia, Inc. ("Bell Atlantic"). The parties hereby agree as follows:

1. Bell Atlantic shall act as the billing agent within its franchise service area in Wirt County for the Commission for the billing of the fee imposed by the Commission for the capital, installation and maintenance costs, including recurring maintenance and dispatcher costs, of the enhanced emergency telephone system of Wirt County.

2. Bell Atlantic's duties as billing agent shall be as follows:

a. The enhanced emergency telephone system fee shall appear on the monthly bills Bell Atlantic issues to its customers within its franchise service area in Wirt County, beginning with the bills dated December 1, 1997. The amount of such fee shall be \$ 2.00 per local exchange service line. For purposes of this contract, a "local exchange service line" means a line provided by Bell Atlantic pursuant to its LOCAL EXCHANGE SERVICE TARIFF, P.S.C. - W.VA. - No. 202 or otherwise 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;
- (2) each business line;

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(3) each semi-public telephone line;

(4) each PBX trunk; or

(5) each number of Centrex lines equivalent to a PBX trunk. For each fraction of a PBX trunk equivalent, a proportionate fraction of the fee shall be billed.

b. Bell Atlantic shall remit to the Commission 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 Bell Atlantic contends either that such fee is not owed by such customer or that such customer is owed a refund of such fee, Bell Atlantic shall refer the question to the Commission and Bell Atlantic shall thereafter bill or refrain from billing such fee from such customer as instructed in writing to do by such Commission. Such writing

shall be mailed within ten (10) days of the date the question is referred, unless otherwise agreed by the parties in writing.

3. In consideration for Bell Atlantic's billing agent services, it shall retain two percent (2%) of the fees collected before remitting the remainder to the Commission. For purposes of this contract, "fees collected" shall mean the fees billed by Bell Atlantic less the fees uncollectible, which shall be calculated at Bell Atlantic's current rate of uncollectible revenues for intrastate service.

4. The Commission shall indemnify and hold Bell Atlantic harmless from and against any claims or suits arising out of, in connection with, or related to the Commission's authority to impose an enhanced emergency telephone system fee or the erroneous collection or failure to bill such fee as a result of a good faith mistake on the part of Bell Atlantic. It is expressly understood that the foregoing indemnification shall include the responsibility to investigate and defend against such claims, including payment of attorney's fees.

5. The Commission shall notify Bell Atlantic 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 contract shall thereafter renew automatically for additional one year terms, subject to termination under paragraph 7.

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 address:

Wirt County Commission
 Wirt County Court House
 P. O. Box 43
 Elizabeth, WV 26143

Bell Atlantic
Finance Department
Tax Analyst - SALT compliance
Room 30 South
1717 Arch St.
Philadelphia, PA 19103

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.

WIRT COUNTY COMMISSION

Dennis M Bone
President
Herman Zell
Robert Offert

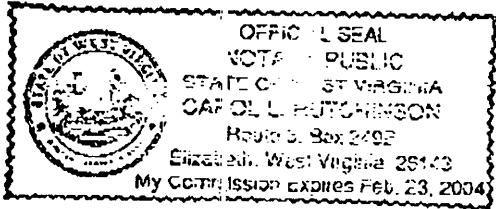
STATE OF WEST VIRGINIA.

COUNTY OF WIRT, TO-WIT:

I, Carol L. Hutchinson, a notary public of and for said county, do certify that P.M. Bumpass, Herman Zell & Robert Offert, who signed the writing hereto annexed for the Wirt County Commission, have this day in my said county, before me, acknowledged the said writing to be the act and deed of said Commission.

Given under my hand this 5th day of August, 1997.

My commission expires: Feb. 23, 2004



Carol L. Hutchinson
Notary Public

Bell Atlantic - West Virginia, Inc.

By Dennis M Bone
Its President and CEO

FORM APPROVED
KIS
ATTORNEY

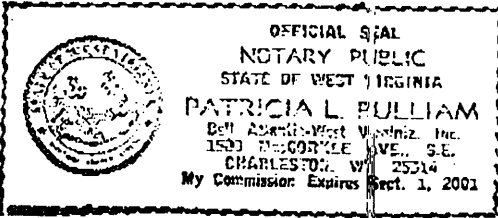
STATE OF WEST VIRGINIA.

COUNTY OF KANAWHA, TO-WIT:

I, Patricia L. Pulliam, a notary public in and for said county, do certify that Dennis M. Bone, has signed the writing hereto annexed for Bell Atlantic - West Virginia, Inc., has this day in my said county, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand this 10th day of October, 1997.

My commission expires: September 1, 2001



Patricia L. Pulliam
Notary Public