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# Town of Windsor

## Memorandum

July 10, 2018

**TO:** The Honorable Mayor and Town Council  
**FROM:** Michael Stallings, Town Manager *MS*  
**SUBJECT:** Emergency Communications Board MOU

As you are aware, Smithfield, Windsor, and Isle of Wight County jointly operate the Emergency Communications Center or 911 center. As such, there is currently a Memorandum of Understanding (MOU) that controls the operations of the communication center.

As you are also aware, the County is in the process of building a new updated radio system. With the system coming online later this year, we had to revise the MOU to reflect this.

We have also updated the funding formula to better reflect the demands placed on the E-911 dispatch center. Previously the Town's contribution rate was 8.5%, based off the revised numbers, our rate will drop to 6.8%. As such, we may see a reduction in our contribution for the next fiscal year. However, once the one (1) year of included maintenance on the radio system ends next year, we will have to start contributing our portion, so I would anticipate a higher cost in our 2019-20 fiscal year.

Attached you will find a copy of the existing MOU with proposed changes highlighted in red and underlined.

The updated MOU has been reviewed by all three Managers as well as Attorneys and is being presented to the Isle of Wight County Board of Supervisors and the Smithfield Town Council for approval as well.

I recommend that Council approve the updated MOU as presented.

### **Recommended Motion**

Move that Town Council approve the updated Emergency Communications Board Memorandum of Understanding and authorize the Mayor to sign said MOU.

**MEMORANDUM OF UNDERSTANDING**

**BY AND BETWEEN**

**ISLE OF WIGHT COUNTY**

**AND**

**the ISLE OF WIGHT COUNTY SHERIFF'S OFFICE, the TOWN OF SMITHFIELD, and the TOWN OF WINDSOR**

**THIS AGREEMENT, revised this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the COUNTY OF ISLE OF WIGHT ("County"), the ISLE OF WIGHT COUNTY SHERIFF'S OFFICE, the TOWN OF SMITHFIELD, and the TOWN OF WINDSOR.**

**WITNESSETH:**

**1. BACKGROUND:**

The County and the Towns of Smithfield and Windsor established a centralized emergency communications center to serve area law enforcement, fire, rescue, and emergency services under a consolidated Emergency Communications Department in 2002. The County and Towns wish to update the terms of the previous agreements to include operations of a newly constructed radio system to provide service to The County and Towns. In consideration of the mutual benefits and obligations contained herein, the aforementioned parties therefore do agree to the following terms:

**2. EMERGENCY COMMUNICATIONS CENTER ESTABLISHED:**

The County, the Town of Smithfield, and the Town of Windsor established an Emergency Communications Center in the dispatch center of the Sheriff's Office located at the Isle of Wight County Courthouse Complex. The Center became effective on July 1, 2002, and became operational later in the calendar year, to perform dispatching functions for County and Town law enforcement, and fire and rescue personnel.

The County will establish an updated Radio System to become operational in 2018 to provide communication services to County and Town law enforcement and fire and rescue personnel.

The Emergency Communications Center and Radio System (the terms “center” or “communications center” shall be construed to include the Communications Center and Radio System anywhere it is used in this document) shall be governed by a Board of Directors composed of the following members: the County Administrator, the Smithfield Town Manager, the Windsor Town Manager, the Sheriff, the Smithfield Police Chief, the Windsor Police Chief, the Chief of Emergency Services, and an appointed member of the Volunteer Fire and Rescue Association. The members of the Board of Directors shall incur no individual or personal liability for actions taken in good faith by them as members of the Board. The Board of Directors shall elect from among its members a Chairman and a Vice-Chairman who shall serve for one-year terms with eligibility for re-election.

The Board of Directors shall operate the Center and Radio System in accordance with the Bylaws adopted by the County and the Towns and shall establish operating procedures and policies for the Center and Radio System. The Board shall adopt and submit annually to the County and the Towns an operating budget and report of activities. The operating budget shall be submitted to the Towns no later than February 15th of each year. The Board shall annually review the cost allocation schedule for the Center and Radio System and make pertinent recommendations for changes to the governing bodies.

The Board of Directors shall select a Communications Manager who shall be responsible for overall Management of the Emergency Communications Center and Radio System. Qualified employees of any of the parties hereto shall be given preferred consideration for employment in categories with rate of pay and benefits equivalent to their present categories rate of pay and benefits. The determination of employment of such employees shall be made by the Communications Manager. Wages for employees accepting employment shall be determined by the Board of Directors and the fringe benefits for such employees shall be the same as those enjoyed by new employees of the Communications Center. Persons employed by the Center and/or Radio System shall be considered County employees; however, the County hereby delegates to the Board of

Directors the power to hire, discipline and remove the Center Manager (within the limits of the County's established personnel policies), to establish his/her duties, and to recommend his/her compensation. The employees shall be eligible to receive all rights and benefits of County employees.

By this MOU, the Sheriff hereby delegates authority to the County to provide dispatching services for the Sheriff's Office. The Sheriff also agrees to assign five Sheriff's Office employees classified by the Compensation Board as COMOPS/COMOP SUPV to the Emergency Communications Center. The Sheriff authorizes the Communications Manager to manage the day to day activities of those persons (within the limits of the County's established personnel policies) classified by the Compensation Board; however, the Sheriff shall retain the authority to hire, evaluate, and terminate said appointees and these appointees shall remain employees of the Sheriff. The Sheriff agrees that he will process the appropriate paperwork for the Compensation Board, as necessary to receive funding for the positions reimbursed by them.

If funding of the five (5) State Compensation Board positions is eliminated the Board of Supervisors may continue those positions as recommended by the Board of Directors of the Emergency Communications Center with funding from the 911 tax revenues.

### **3. ALLOCATION OF COSTS:**

The local 911 surcharge was eliminated by House Bill 568 effective January 1, 2007 and replaced with a uniform statewide tax of \$.75 per line, collected by the Commonwealth and allocated to the localities in aggregate with the proceeds of the Communications Tax, also created in HB 568, commonly referred to as the Virginia Tax Reform Act of 2006. Beginning January 1, 2019, a portion of the Communications Tax distributed to the County and localities equivalent to the E-911 Wireline surcharge multiplied by a factor of four(4) shall also be applied toward the operations, capital, and maintenance costs of the ECC to replace the loss of revenue from the elimination of the local E-911 surcharge tax. This is in keeping with the General Assembly's statements at the time of creation of the Communications Tax that no locality should go without funding due to the loss of the local surcharges but should be made whole by the

imposition of the Statewide Communications Tax. The County and Town allocations of the E911 fee shall continue to be applied toward the operational, capital and maintenance costs of the system. In addition, the \$.75 per line Wireless E-911 fee and the \$.50 prepaid wireless surcharge established by House Bill 754 and Senate Bill 441, effective January 1, 2011, distributed to the County and the Towns, shall be applied to offset the operational, capital and maintenance costs of the Emergency Communications Center.

Any capital and operational costs incurred over and above the revenues collected via the telephone surcharges and communications taxes listed above will be apportioned between the County and the Towns as follows:

Isle of Wight County	<u>72%</u>
Town of Smithfield	<u>21.2%</u>
Town of Windsor	<u>6.8%</u>

The apportionment of costs will be based on the following factors:

Population: the ratio of each jurisdiction's population to the total population of the three (3) jurisdictions, using the most recently published population data from the University of Virginia's Weldon Cooper Center or the U. S. Census Bureau, whichever is most current.

Calls Received: the number of calls received at the Center originating in each jurisdiction compared as a ratio to the total calls received at the Center, based on actual logs of calls to be provided by the Communications Manager.

The Board of Directors shall review the allocation criteria on a fiscal year annual basis. The Board shall make recommendations to the County and the Towns for any changes to the initial allocation percentages.

Notwithstanding anything to the contrary in this MOU, the County and the Towns shall be obligated for any operational cost or the cost of an outside attorney provided for this MOU only to the extent such funds are budgeted and appropriated by the respective governing body of each jurisdiction.

#### **4. FISCAL AND ADMINISTRATIVE AGENT:**

The County of Isle of Wight is hereby designated as fiscal agent for the Emergency Communications Center and Radio System. The County shall be responsible for furnishing accounting, purchasing, personnel, and payroll functions for the Center, as well as legal counsel. If, in the opinion of the County Attorney, outside counsel is necessary for the provision of legal services to the Center, the costs will be apportioned between the County and the Towns as follows:

Isle of Wight County	<u>72%</u>
Town of Smithfield	<u>21.2%</u>
Town of Windsor	<u>6.8%</u>

#### **5. LIABILITY**

The County and the Towns acknowledge that the Board of Directors will act as agents for them in carrying out the dispatching functions of the law enforcement, and fire and rescue activities. The Board of Directors shall obtain liability insurance adequate to protect the interests of the County and the Towns and itself for claims arising out of its performance of these functions. The purchase of such insurance shall in no way constitute a waiver of any defenses, including but not limited to the defense of sovereign immunity that may be available to the Board of Directors, the County, or the Towns, with respect to any claim against any or all of them.

#### **6. EXECUTION: DURATION, JOINT EXERCISE OF POWERS**

The County, Towns, and the Sheriff intend this agreement as a joint exercise of their respective powers, as authorized by Section 15.1-21 of the Code of Virginia. The Board of Supervisors, Town Councils, and the Sheriff have therefore caused the MOU to be executed for them by the County Board Chairman and the Mayors, respectively, as of the respective dates indicated below. The MOU will take effect on the date signed by the last necessary party and will continue in effect as adopted through June 30, 2028, and thereafter until modified or dissolved by mutual agreement; provided that any may discontinue its participation at the end of any fiscal

year subsequent to that ending on June 30, 2028, by providing one (1) year's written notice to the others parties hereto.

## **7. SEVERABILITY OF PARTS OF AGREEMENT**

It is hereby declared to be the intention that the sections, paragraphs, sentences, and clauses of this MOU are severable. If any section, paragraph, sentence, or clause shall be found to be invalid for any reason, such invalidity shall not affect any of the remaining portions of the MOU.

## 8. SIGNATURES OF AUTHORIZED AGENTS

Town of Smithfield:

\_\_\_\_\_  
Clerk, Town Council

\_\_\_\_\_  
Mayor, Town Council

Approved as to Form:

\_\_\_\_\_  
Town Attorney

Town of Windsor:

\_\_\_\_\_  
Clerk, Town Council

\_\_\_\_\_  
Mayor, Town Council

Approved as to Form:

\_\_\_\_\_  
Town Attorney

Sheriff, Isle of Wight County:

\_\_\_\_\_  
Sheriff

Isle of Wight County:

\_\_\_\_\_  
Clerk, Board of Supervisors

\_\_\_\_\_  
Chairman, Board of Supervisors

Approved as to Form:

\_\_\_\_\_  
County Attorney