

City and County
Creation of Joint Dispatch
June 1988

THIS AGREEMENT, made this day of June, 1988, by and between the CITY OF MARTINSVILLE, VIRGINIA, ("City") and the COUNTY OF HENRY, VIRGINIA, ("County").

WITNESSETH:

I. BACKGROUND:

The County and the City have studied the benefits, problems and costs associated with the establishment of a centralized dispatching facility to serve all area law enforcement, fire, and rescue personnel under an Enhanced 911 emergency telephone system. In this Agreement, the City and the County wish to set forth the terms upon which such a Joint Dispatch Center will be established. In consideration of the mutual benefits and obligations contained herein, the County and the City therefore do agree to the following terms.

II. JOINT DISPATCH CENTER ESTABLISHED:

A. The County and the City will establish a Joint Dispatch Center on the fourth floor of the County Administration Building. The Center will become operational on January 1, 1990, to perform dispatching functions for County and City law enforcement, fire, and rescue personnel.

B. The Joint Dispatch Center shall be governed by a Board of Directors composed of six members; three from each jurisdiction, specifically identified as follows: City Manager, County Administrator, City Police Chief, County Sheriff, City Fire Chief, and County Director of Public Safety. 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.

C. The Board of Directors shall operate the Center in accordance with the Bylaws adopted by the City and the County and shall establish operating procedures and policies for the Center. The Board shall submit annually to the City and the County an operating budget and report of activities. As often as necessary and no less frequently than every three years, the Board shall review the cost allocation schedule for the Center and make pertinent recommendations for changes to the governing bodies.

D. The Board of Directors shall select the E911 Coordinator who shall be responsible for overall management of the Joint Dispatch Center. For the purposes of payroll and reimbursement procedures required by the State Compensation Board, all persons employed by the Center shall be considered to be employees of the County; however, the County hereby delegates to the Board the power to hire, discipline and remove such employees

(within the limits of the County's established personnel policies), to establish their duties, and to recommend their compensation. The employees shall be eligible to receive all rights and benefits of County employees.

III. E911 SERVICE

The County and the City hereby authorize the Central Telephone Company of Virginia to install the Enhanced 911 telephone service in the exchanges that serve the County and the City.

IV. ALLOCATION OF COSTS:

A. Under the authority of Section 58.1-3813 of the Code of Virginia, the City and the County will impose a surcharge tax on telephone customers in the two jurisdictions to pay for the initial capital costs of development of the Joint Dispatch Center. The initial telephone surcharge will be \$.72 per month on each telephone access line in the City and the County for a period of forty-eight months from its effective date, or until the initial installation and maintenance costs have been recovered. Thereafter, the monthly surcharge will be reduced to \$.15 per month per access line, or to the amount necessary to offset recurring maintenance costs of the system.

B. The operational costs of the Joint Dispatch Center will be apportioned between the City and the County based on the following three factors:

1. Population: The ratio of each jurisdiction's population to the total population of the two jurisdictions, using the most recently published population data from the Tayloe Murphy Institute or the U. S. Department of Census, whichever is more current.

2. Telephone Access Lines: The number of telephone access lines in each jurisdiction compared as a ratio to the total number of access lines in both jurisdictions, based on data submitted by Central Telephone Company as of January 1 of each year.

3. 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 E911 Coordinator.

For the initial three years beginning July 1, 1988, the City and the County agree that the County will pay 75% of the operating costs and the City will pay 25%.

After the initial three-year period, the Board of Directors shall review the three allocation criteria on an annual basis if needed but no less frequently than every three years. The Board shall make recommendations to the City and the County for any changes to the initial allocation percentages.

V. FISCAL AND ADMINISTRATIVE AGENT

The County of Henry is hereby designated as fiscal agent for the Joint Dispatch Center. The County shall be responsible for furnishing accounting, purchasing, personnel, and payroll functions for the Center, as well as legal counsel.

VI. LIABILITY

The County and the City acknowledge that the Board of Directors will act as agents for them in carrying out the dispatching functions of law enforcement, fire, and rescue activities. The Board of Directors shall obtain liability insurance adequate to protect the interests of the City and the County 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 City, or County, with respect to any claim against any or all of them.

VII. EXECUTION: DURATION, JOINT EXERCISE OF POWERS

The City and County intend this Agreement as a joint exercise of their respective powers, as authorized by Section 15.1-21 of the Code of Virginia. The City Council and Board of Supervisors have therefore caused the Agreement to be executed for them by the City Manager and the County Administrator, respectively, as of the

respective dates indicated below. The Agreement will take effect on July 1, 1988, and will continue in effect as adopted through June 30, 1992, and thereafter until modified or dissolved by mutual agreement; provided that either may discontinue its participation at the end of any fiscal year subsequent to that ending on June 30, 1992, on one year's written notice to the other.

VIII. SEVERABILITY OF PARTS OF AGREEMENT

It is hereby declared to be the intention that the sections, paragraphs, sentences, and clauses of this Agreement 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 Agreement.

COUNTY OF HENRY

ATTEST:

Susan Griffin

BY

C. Lee Linterum

DATE:

8/8/88

CITY OF MARTINSVILLE

ATTEST:

James B. Lanson

BY

George W. Brown

DATE:

8/8/88

**Bylaws Of The
M'ville-Henry Co. Joint Dispatch Center
6-27-88**

BYLAWS
OF THE
MARTINSVILLE-HENRY COUNTY JOINT DISPATCH CENTER

ARTICLE I.

CREATION

Section 1. Agreement. By Agreement adopted by the Martinsville City Council on _____ (date) _____ and by the Henry County Board of Supervisors on June 27, 1988, the Joint Dispatch Center was created for the purpose of performing dispatch functions for the County and City law enforcement, fire, and rescue personnel under an Enhanced 911 emergency telephone system.

Section 2. Definitions. As used in this document, the following terms shall have the following meanings:

- A. "Agreement" means the Agreement adopted by the Henry County Board of Supervisors and the Martinsville City Council which established the Joint Dispatch Center.
- B. "Board" means the Board of Directors of the Joint Dispatch Center.
- C. "Center" means the Martinsville-Henry County Joint Dispatch Center.
- D. "Fiscal Year" means the one-year period beginning on July 1 and ending the following June 30.
- E. "Governing Bodies" means the Henry County Board of Supervisors and the Martinsville City Council.

JOINT DISPATCH CENTER BYLAWS
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ARTICLE II.

BOARD OF DIRECTORS

Section 1. Membership. The Joint Dispatch Center shall be governed by a Board of Directors which shall be composed of six members, three from each jurisdiction. The members specifically shall be the County Administrator, City Manager, County Sheriff, City Police Chief, County Director of Public Safety, and City Fire Chief. Members of the Board shall incur no individual or personal liability for actions taken in good faith by them as members of the Board.

Section 2. Responsibilities. The Board shall be responsible for the following:

- A. The faithful execution of the terms of the Agreement between the Governing Bodies for the establishment of the Center.
- B. The establishment of operating procedures and policies for the Center.
- C. The selection and supervision of the E911 Coordinator.
- D. Submission to the Governing Bodies of an annual operating budget for the Center.
- E. Submission of an Annual Report to the Governing Bodies on the activities of the Center.
- F. Submission of an audit of the Center's financial records at the end of each fiscal year to the Governing Bodies.

ARTICLE III.

OFFICERS AND DUTIES

Section 1. Officers. The officers of the Board shall consist of a Chairman and a Vice-Chairman. In addition, the Board shall appoint the E911 Coordinator.

Section 2. Election and Term of Office. At an annual meeting held in June, the Board shall elect a Chairman and a Vice-Chairman for the succeeding fiscal year. The Chairman and Vice-Chairman shall serve for one-year terms and may be re-elected.

JOINT DISPATCH CENTER BYLAWS

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Section 3. Chairman: The duties of the Chairman shall be to preside at all meetings, maintain the orderly conduct thereof, and rule on all parliamentary matters. He shall act as official spokesman for the Board and sign all documents authorized by the Board. He shall have an official vote in all deliberations of the Board.

Section 4. Vice-Chairman: The Vice-Chairman shall act in the place of the Chairman in his absence or at his request. In the event of the death or resignation of the Chairman, the Vice-Chairman shall serve in that position until a successor is elected by the Board.

Section 5. E911 Coordinator: The Board of Directors shall employ a full-time E911 Coordinator, who shall serve at the pleasure of the Board. The E911 Coordinator shall not have a vote on any matter before the Board. He shall be responsible:

- A. To perform all administrative functions necessary to carry out the policies of the Board.
- B. To hire and supervise the staff of the Center in general accordance with the County Personnel Policies and/or other policies that may be prescribed by the Board of Directors.
- C. To act as Secretary to the Board--to prepare agendas and minutes of all Board meetings and maintain all official records of the Center.
- D. To maintain liaison with the emergency services providers in the City and County, including volunteer fire and rescue associations, and with appropriate state and federal officials.
- E. To represent the Center at all appropriate meetings and functions.
- F. To maintain liaison with the news media on Center activities.
- G. To carry out financial management of the Center's accounts, including preparation of an annual operating budget for submission to the Board and inclusion of the Center's accounts in the annual County audit.
- H. To prepare an annual report for submission to the Board.
- I. To carry out other duties assigned by the Board.

JOINT DISPATCH CENTER BYLAWS

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ARTICLE IV.

MEETINGS.

Section 1. Frequency. The Board of Directors shall meet as often as necessary and no less frequently than once per quarter. Meetings other than regular quarterly meetings may be called by the Chairman or any two Board members.

Section 2. Quorum. A quorum shall consist of at least four members present.

Section 3. Rules of Procedure. All meetings of the Board shall be conducted according to the most recent edition of Robert's Rules of Order.

ARTICLE V.

AMENDMENT OF BYLAWS

Section 1. Procedure. Except as otherwise required by law, these bylaws may be amended, in whole or in part, at any meeting of the Board of Directors, provided that notice of any proposed amendment is provided to each member by certified mail at least two weeks in advance. All such amendments shall also be approved by Martinsville City Council and Henry County Board of Supervisors.

Section 2. Waiver of Notice Requirement. The notice requirement provided in Section 1 of this Article may be waived by unanimous written consent of all members of the Board of Directors.

Section 3. Primacy of the Agreement. In the event of any conflict between the Agreement and these bylaws, the Agreement shall prevail.

County of Henry
BOS Minutes 6-27-88

Mr. Zehr then presented to the Board a petition with residents' signatures of the Rich Acres Community along Route 685 and adjoining roads, expressing their support for the prohibition of thru-truck traffic on Route 685 from its intersection with Route 220 Business to its intersection with Route 220 Bypass. (Copy in Board's file).

There being no one else present who wished to speak, Mr. Scott closed the hearing at 10:43 a.m.

Mr. Zehr moved that the Board of Supervisors recommend to the Department of Transportation that they consider it essential, mandatory, and an emergency for the prohibition of thru-truck traffic on Route 685 from its intersection with Route 220 Business to its intersection with Route 220 Bypass, and that it be strictly enforced for the safety of the citizens, seconded by Mr. Dalton and unanimously carried with Mr. Moran absent.

Mr. Zehr then offered another motion that the Board recommend to the Department of Transportation that they consider erecting no thru truck signs on Route 641 from its intersection with Route 220 Business to its intersection with Route 685. The motion was seconded by Mr. Spencer and unanimously carried with Mr. Moran absent.

There was some general discussion regarding the procedure for a public hearing.

Mr. Tripp Smith, representative for Tultex Corporation, was present to discuss the routing of trucks for Tultex.

PROPOSAL TO ESTABLISH JOINT DISPATCH CENTER FOR E-911:

Mr. Benny Summerlin came before the Board to discuss the proposal to establish an E-911 joint dispatch center.

Following some general discussion regarding the E-911 Proposal, Mr. George Brown, City Manager, came before the Board and discussed the City's support for the Proposed Joint Dispatch Center.

Following some further discussion, Mr. Dalton moved to approve the following recommendations:

- 1) Approve the Agreement with the City for establishment of the Joint Dispatch Center.
- 2) Approve the Bylaws for the Martinsville-Henry County Joint Dispatch Center.
- 3) Approve the contract with Centel.
- 4) Authorize a public hearing for the July 25 Board meeting on the Ordinance imposing the surcharge on telephone service (at 10:20 a.m.).
- 5) Authorize the staff to solicit bids for a street naming and house numbering project/plan for the County.

The motion was seconded by Mr. Spencer and unanimously carried with Mr. Moran absent.

LEGAL AND PERSONNEL MATTERS:

Mr. Zehr moved to go into executive session at 11:40 a.m. pursuant to Section 2.1-344 of the Code to discuss Legal and Personnel Matters, seconded by Mr. Kendall and unanimously carried with Mr. Moran absent.

The Board returned to regular session at 12:08 p.m. on a motion by Mr. Dalton, seconded by Mr. Kendall and unanimously carried with Mr. Moran absent. No action was taken.

Mr. Zehr left the meeting at this time.

911- Agreement

Central Telephone Agreement “Centel”

M’ville-Henry Co. Joint Dispatch Center

8-1-88

CENTRAL TELEPHONE COMPANY OF VIRGINIA

**AGREEMENT TO FURNISH ENHANCED 911
EMERGENCY REPORTING TELEPHONE SERVICE**

THIS AGREEMENT is entered into this 1st day of August, 1988, between CENTRAL TELEPHONE COMPANY OF VIRGINIA, a Virginia corporation, hereinafter referred to as "Centel", and City of Martinsville and Henry County, hereinafter referred to as "Customer".

RECITALS

- A. Centel is a public utility corporation conducting a common carrier communications business in the State of Virginia and in the City of Martinsville and Henry County.
- B. Pursuant to its obligation to provide communications services to its subscribers within its service areas, Centel has built a public utility communications system consisting of poles, wires, cables, conduits and other facilities in the City of Martinsville and Henry County.
- C. Customer desires to have Centel provide Enhanced 911 Emergency Reporting Service (hereinafter "E911") in conjunction with the Enhanced 911 Public Safety Answering Point Service (hereinafter referred to as "PSAP Service") provided to the agencies listed on Exhibit A, which is

attached hereto and incorporated herein.

- D. Centel is willing to furnish, install, and maintain said E911 service subject to the terms and conditions set forth below.

NOW, THEREFORE, it is mutually agreed between the parties as follows:

1. This Agreement entered into between Centel and the Customer allows the agencies listed on Exhibit A, as designated by the Customer, to be connected to, and be part of, Customer's E911 Service.
2. Centel shall provide and maintain to the Customer and its agencies E911 Service and its associated facilities and equipment as described on and subject to the rates, charges, terms, and conditions set forth on Exhibit B, which are attached hereto and incorporated herein.
3. The provision of E911 Service and facilities by Centel is in accordance with Centel's rules and regulations on file with the appropriate regulatory agency and is subject to the availability of manpower, equipment, and facilities. Centel will use its best efforts to timely meet in-service dates.

4. The E911 System shall provide the services and features as outlined in the "Performance Criteria" shown in Exhibit C.
5. Additions, modifications, or removals of service components will be made by Centel at the Customer's request. Such changes shall be made at Centel's then prevailing rates at the time such requests are made.
6. The Customer's E911 Coordinator will act as coordinator for implementation and ongoing administration of all 911 data management associated with E911 Service.

The Coordinator's responsibilities include but are not limited to:

- (a) Coordinating the identification of PSAP locations as well as the unique combinations of police, fire, emergency medical, and any other appropriate agencies responsible for providing emergency service in the E911 area.
- (b) After establishment of the E911 Service, coordinating the accuracy of the routing

information, and to advise Centel of any changes in street names, establishment of new streets, changes in address numbers used on existing streets, closing and abandonment of streets, changes in police, fire, ambulance or other appropriate agencies' jurisdiction over any address, annexation and other changes in local jurisdictional boundaries, incorporation of new cities or any other matter that will affect the routing of E911 calls to the proper PSAP for all agencies that are part of the system, including those with separate contracts, if any.

The initial Automatic Location Identification and the Automatic Number Identification record (hereinafter call "ALI" and "ANI") will be loaded from Centel's customer records. These records will be provided to the City of Martinsville and Henry County 911 Coordinator for verification and comparison of correct addresses. It shall be the responsibility of the County 911 Coordinator to provide to Centel changes necessary from the verification process. Changes, deletions and additions which customer desires to have made in the ALI should be submitted to Centel on an "as occurred" basis. Changes are to be forwarded to Centel's E911 Coordinator at the following address:

CENTRAL TELEPHONE COMPANY OF VIRGINIA
E911 Coordinator
P. O. Box 5148.
Martinsville, Virginia 24112

7. Costs incurred by Centel for services requested by Customer over and above those specified on this Agreement shall be charged, as incurred, to Customer on a time and materials basis.
8. Customer agrees to limit the use of utility-provided information regarding its telephone subscribers, including names, addresses, and telephone numbers, to the strict performance of the Customer's assigned responsibilities as a public agency under the terms of this Agreement.
9. If, prior to the date on which this service is available and accepted for use by the Customer, the Customer cancels all or any part of the service, the Customer shall pay to Centel an amount of money as provided below in subparagraphs:
 1. Any and all costs expended or committed for the installation and removal of said service, including but not limited to, labor costs, engineering and

supply expenses, and costs for equipment and facilities less salvage value;

2. The total applicable nonrecurring charges.

Customer shall not be responsible for an item of equipment or service as specified in this Section 9 to the extent such item does not conform to the requirements of this Agreement.

10. System acceptance is required when the Equipment is cutover and operating in accordance with the manufacturer's specifications and Exhibit C; should the equipment not operate in accordance with manufacturer's specifications and Exhibit C Centel will make the equipment operate in accordance with such specifications. When acceptance is required, Customer agrees to sign an acceptance certificate that: (1) the Equipment has been installed in good condition, (2) the Equipment is accepted as installed, and (3) payment is due without setoff or abatement.

Should Centel not be able to install the Equipment, as a result of Centel's direct control and responsibility, the customer will not be financially responsible for the affected hardware and/or service.

11. Unless sooner terminated, this Agreement shall continue for an initial period of 120 months from the date the E911 Service is placed in service for the ANI/ALI PSAP equipment as shown in Exhibit B.

At the end of 120 months, upon mutual agreement of Centel and the Customer, this contract may be renewed each year for a period of five (5) years. Upon renewal, Centel reserves the right to change the Monthly Equipment Maintenance Rate in Exhibit B according to the percentage increase, if any, in the Consumer Price Index published by the Bureau of Labor Statistics over the previous year.

12. The Customer shall pay Centel as shown in Exhibit B.
13. If the Customer shall default in the payment of any amounts due hereunder or violate any other provision in this Agreement, and if such default or violation shall continue for thirty (30) days after written notice thereof from Centel, Centel may terminate this Agreement forthwith by written notice to the Customer. In any event, all amounts due under Paragraphs 2, 5, and 12 shall be immediately due and payable to Centel.

14. This Agreement shall not be assigned or transferred by the Customer or Centel without the prior written consent of the non-assigning party.
15. All equipment furnished by Centel hereunder shall remain the property of Centel. The Customer shall be responsible for loss or damage to the equipment furnished under this Agreement unless such loss or damage is due to causes beyond its control.
16. A. Centel warrants the Equipment will be free from defects in material and workmanship, and Centel will provide, at Centel's expense, maintenance service to keep the Equipment in good working condition and repair. If warranty work is necessary, Centel will at its option, repair the Equipment in place or accept the return of Equipment, at Centel's expense, for repair or replacement.
- B. Maintenance and repairs of the E911 facilities and equipment under this Agreement is subject to conditions as stated in Centel's General Customer Services Tariff. Maintenance will include the furnishing of all necessary labor and materials for the Equipment. Centel will respond to request to perform service for any significant malfunction of

the Equipment within four (4) hours of receipt of notice from Customer requesting such service. Significant malfunction is defined as any service interruption that renders the following:

1. Any E911 trunk out of service
2. Any E911 system ringdown circuit out of service
3. Any E911 system data circuit out of service
4. ALI and/or ANI screen functions inoperative at any console
5. Failure of ANI and/or ALI at any PSAP
6. Failure of PSAP to PSAP transfer of ANI and/or ALI
7. Failure of PSAP to secondary answering position transfer of ANI and/or ALI
8. Inability to receive incoming calls
9. Inability to make outgoing calls
10. Total console failure
11. Failure of selective routing system

C. Centel warrants that the E911 System will be administered under its "Priority Restoral" Service Program which qualifies the service for priority treatment for service affecting situations requiring repair.

D. THE ABOVE WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OF FITNESS. NO OTHER WARRANTY EXISTS IN THIS AGREEMENT.

E. EXCEPT FOR SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES CAUSED WILLFULLY OR WITH GROSS NEGLIGENCE BY CENTEL, ITS OFFICER, EMPLOYEES, AGENTS, OR CONTRACTORS CENTEL WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR FOR LOSS, DAMAGE OR EXPENSE DIRECTLY OR INDIRECTLY ARISING FROM CUSTOMER'S USE OF OR INABILITY TO USE THE EQUIPMENT EITHER SEPARATELY OR IN COMBINATION WITH OTHER EQUIPMENT, OR FOR COMMERCIAL LOSS OF ANY KIND, WHETHER OR NOT CENTEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS.

17. Except for damages due to Centel's gross negligence or willful misconduct, Centel's liability for any loss or damage arising from any errors, interruptions, defects, failure of equipment or service or malfunctions in this service and any part thereof whether caused by the negligence of Centel or otherwise shall be (a) total disclaimed and excluded with respect to incidental, special, consequential, and commercial damages, and (b) not in excess of the lesser of \$500.00 or the actual

damages incurred by Customer with respect to all other damages.

18. Centel and its duly authorized agents and employees shall have the right of ingress and egress where said facilities are installed for the purpose of inspecting, maintaining, and repairing said facilities and for all other purposes necessary to the performance of this Agreement.
19. The failure of either party to enforce any of the provisions of this Agreement, or a waiver thereof, of any instance, shall not be construed as a general waiver of relinquishment on its part of any such provision, but the same shall, nevertheless, be and remain in full force and effect.
20. Customer agrees to comply with all applicable federal, state, and local laws, regulations, and codes in the performance of this Agreement. Centel agrees to perform its services hereunder in accordance with generally accepted standards applicable thereto, and to observe and comply with all federal, state, and local laws, ordinances, and regulations applicable to this Agreement and its performance hereunder.

21. All notices or other communications hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, and addressed as follows:

To Customer

E911 Coordinator
County Administration Building
P. O. Box 7
Collinsville, VA 24078

To Centel

Central Telephone
Company of Virginia
P. O. Box 6788
Charlottesville, VA
22906

The address to which notices of communications may be given or made by either party may be changed by written notice given by such party of the other pursuant to this paragraph.

22. The parties hereto further agree that the in-service date for the service covered by this Agreement shall be January 1, 1990 as long as Centel receives a signed Agreement from the Customer no later than August 1, 1988. Should the Agreement not be received by August 1, 1988, the in-service date will be eighteen (18) months from the date the Agreement is signed by the Customer.
23. The terms of this Agreement, and each of them, cannot be waived, altered, or amended by any representatives or promises of any persons unless the same be consented to in writing by Centel and Customer.

24. This Agreement contains the entire agreement of the parties with respect to the services described herein, and no other agreement, statement, or promises made by any party, or to any employee, officer, or agency of any party, which is not contained in this Agreement shall be binding or valid.

IN WITNESS WHEREOF, said parties have caused this Agreement to be executed in their behalf as of the date and year first set forth hereinabove.

HENRY COUNTY

CITY OF MARTINSVILLE

By: C. Lee Lintecum
C. Lee Lintecum

By: George W. Brown
George W. Brown

Title: County Administrator

Title: City Manager

Date: August 8, 1988

Date: August 8, 1988

CENTRAL TELEPHONE COMPANY OF VIRGINIA

By: J. Thomas Brown
J. Thomas Brown

Title: Vice President - VA/NC

Date: August 8, 1988

EXHIBIT A

CITY OF MARTINSVILLE & HENRY COUNTY

Authorized Agencies

"PSAP Service"

Joint Dispatch Center at Henry Co. Administration Building

EXHIBIT B

CITY OF MARTINSVILLE & HENRY COUNTY

"Non-recurring Charges"

The payment method for the non-recurring charges will be as follows:

\$ 61,526	(10%)	November 1, 1988
\$184,577	(30%)	August 1, 1989
\$ 92,289	(15%)	On the Cutover Date - January 1, 1990
\$276,865	(45%)	Upon Acceptance or until collected from subscribers in the City of Martinsville and Henry County whichever occurs last, but in no event later than January 1, 1991
<hr/> \$615,257		

"Monthly Equipment Maintenance Rate"

Pursuant to the Agreement, the monthly equipment maintenance rate of \$3223.00 for a ten (10) year period beginning September 1, 1990 is applicable for the E911 equipment itemized below. In addition, the ongoing monthly cost shall include the monthly rate for applicable tariff line service subscribed to by the customer for E911 service, which shall be charged according to rates contained in the General Customer Services Tariff.

Equipment Itemization

I. ANI EQUIPMENT

- A. Consoles -3
- B. Trunk Expansion Bay
- C. Incoming Trunk Cards
- D. ERA Trunk Cards
- E. Matrix Expansion
- F. Software Interface
- G. Spare Parts & Flow Control
- H. Battery Backup

II. ALI EQUIPMENT

- A. Micro 3000 HE System
- B. Controllers
- C. HP ALI Consoles
- D. Terminal Cables for Consoles
- E. Cartridge Tape Back Up Unit
- F. Cartridge Tape Drive

EXHIBIT B (cont'd.)

- G. . Disc Storage Unit**
- H. System Console Terminal**
- I. Misc. Cable**
- J. Printer at PSAP (includes cable)**
- K. Modems for printer - 4**
- L. E911 Software**
- M. Status Control Unit**

III. OTHER

- A. CRTs with Slave Printers - 5**

PERFORMANCE CRITERIA

I. GRADE OF SERVICE

The E911 system should be designed to provide PO1 grade of service. This will result in an average of one busy indication in one hundred attempts to reach the primary PSAP.

II. DESIGN SPECIFICATIONS

- A. The E911 system should be designed to provide a minimum of one (1) primary PSAP with growth capability.
- B. The E911 system should be designed to handle 60,000 subscribers numbers with growth capability of 10 percent per year.
- C. The E911 system should be designed to handle a minimum of 100 trunks.
- D. The E911 system should be designed to provide automatic alarms if system failure occurs or if any portion of the system has failure.
- E. The E911 system PSAP should be designed to process a minimum of 23 calls per second.
- F. The E911 system PSAP equipment should be designed to handle a minimum of three (3) answering positions.
- G. The E911 system should be designed so that the ANI will display at the same time that the 911 call is answered at the primary PSAP.
- H. The E911 system should be designed so that ALI information appears on the ALI CRT in a minimum of 3 seconds.
- I. The E911 system should be designed so that evaluation and performance reporting can be obtained.
- K. The E911 system should be designed to provide default routing of 911 calls. Default routing should take place when:
 - 1. ANI failure occurs.
 - 2. Retrieval of the calling number is not found in the selective routing Data Base.

EXHIBIT C (cont'd.)

3. All trunks to the correct PSAP are busy.
 4. A primary PSAP is out of service.
-
- L. The E911 system should be designed so that telephone company service order information will be updated in the 911 ALI data base within 48 hours from the point a service order is completed by the telephone company.
 - M. The E911 system should be designed to provide forced disconnect to prevent over-congestion in the event that a 911 caller has not hung up.