

**ENHANCED 911 ORDINANCE AND COMPREHENSIVE PLAN FOR TAYLOR COUNTY, WEST VIRGINIA**

(Modified)

By the County Commission of Taylor County an Ordinance enacted under Chapters 7 and 24 of the West Virginia Code.

An Ordinance of Taylor County providing for the merger of the Taylor County Enhanced Emergency Telephone System with the Harrison County Enhanced Emergency Telephone System and the imposition of a fee upon local exchange service consumers to finance installation, recurring maintenance, and dispatcher costs of the multi-county system.

WHEREAS, the Taylor County Commission has determined that the installation of a multi-county, Enhanced Emergency Telephone System would allow any citizen in Taylor County and Harrison County to request emergency fire, police, ambulance and rescue services by simply dialing 9-1-1 from any telephone in either county; and

WHEREAS, the Taylor County Commission seeks to promote the public health, safety and general welfare of all individuals within Taylor County by ensuring all requests for emergency assistance can be channeled through one central answering point to the appropriate emergency service response agency, regardless of whether the caller is located in an incorporated or unincorporated area of Taylor County; and

WHEREAS, the Taylor County Commission intends to save on the cost of installing and operating an Enhanced Emergency Telephone System to provide cost-effective service to the citizens of Taylor County, by coordinating the delivery of such service with Harrison County; and

WHEREAS, the Taylor County Commission intends to connect to the Enhanced Emergency Telephone System of Harrison County which will, upon completion, automatically connect a person dialing 9-1-1 within Taylor County to the central answering point of Harrison County Enhanced 9-1-1 System and provide prompt information on the location and telephone number from which the call originated so that the source of a call for help can be determined even if the caller is disconnected or unable to communicate with emergency officials.

NOW THEREFORE be it ORDAINED by the COUNTY COMMISSION of Taylor County, West Virginia, that the plan herein be adopted providing for the installation and ongoing operation and maintenance of an Enhanced Emergency Telephone System that will serve both incorporated and unincorporated areas of Taylor and Harrison Counties in accordance with section three-c, article one, chapter seven (§7-1-3cc) and article six, chapter twenty-four (§24-6-1 et al) of the West Virginia Code:

That a copy of the proposal attached hereto be mailed to the Telephone Companies providing local exchange service within Taylor and Harrison Counties and to local emergency

providers and that the County Commission seek the advice of such companies and such providers in developing a final plan for a multi-county Enhanced Emergency Telephone System:

That a copy of the proposal attached hereto be made available for examination by the public at the offices of the Taylor County Commission and the Taylor County Clerk's office, 214 West Main Street, Grafton, West Virginia;

That a public meeting be scheduled to be held at the Taylor County Courthouse, 214 West Main Street, Grafton, West Virginia on October 19, 2001, in order to receive comments concerning the merger from other public officials and interested persons;

That at least thirty (30) but not more than sixty (60) days before such meeting an advertisement be placed by the Taylor County Commission in the The Mountain Statesman, a newspaper of general circulation in Taylor County, notifying the public of the date, place and purpose of such meeting and of the location at which a copy of such proposal may be examined.

COMPREHENSIVE PLAN FOR MULTI-COUNTY  
ENHANCED EMERGENCY TELEPHONE SYSTEM

ARTICLE I - GENERAL PROVISIONS

SECTION 1 - DEFINITIONS

As used in this ordinance unless the context otherwise clearly indicates, the following words and phrases shall have the meanings hereinafter set forth:

- a) "Multi-County Answering Point" means a facility to which the Multi-County Enhanced Emergency Telephone System calls for Taylor County and Harrison County are initially routed for response, and where trained personnel respond to specific requests for emergency service by directly dispatching the appropriate emergency service provider or transferring the call to the appropriate provider. The central answering point for the Harrison-Taylor County Enhanced 9-1-1 System shall be the Harrison County Public Safety Complex.
- b) "Emergency Services Organization" means the organization established under Article 5, Chapter 15 of the West Virginia Code.
- c) "Emergency Service Provider" means any emergency services organization of the county or its municipalities.
- d) "Multi-County Enhanced Emergency Telephone System" means a telephone system which automatically connects the person dialing 9-1-1 to the Multi-County Answering Point and in which the telephone network system automatically provides to personnel receiving the calls, 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 such call to emergency service providers that serve the location from which the call is made.
- e) "Public Agency" means Harrison County, Taylor County and all incorporated municipalities of the counties which provide or have authority to provide firefighting, police, ambulance, medical, rescue or other emergency services within the counties. Those municipalities shall include, but shall not be limited to the following:

(1) Grafton

- f) "Public Safety Unit" means the functional divisions of Harrison County, Taylor County and each county municipality which provide firefighting, police, medical, rescue or other emergency services.
- g) "Public Utility" means primarily the VERIZON Telephone Company, the host public utility engaged in providing local exchange telephone service to consumers in Taylor County and Harrison County.
- h) "Regulating Agency" means the West Virginia Public Service Commission which, by law, regulates services provided by a public utility.

ARTICLE II - MINIMUM REQUIREMENTS

SECTION 2 - AVAILABILITY

- a) All territory in the county, including all municipal corporations in the county, provided local exchange service by VERIZON, except for the exclusion in subsection (c) set forth below.
- b) The emergency service providers of all local political subdivisions that currently provide emergency services within the county will participate in the Multi-County Enhanced Emergency Telephone System.
- c) The merger of The Enhanced Emergency Telephone Systems of Taylor and Harrison Counties implemented by this Ordinance will not affect delivery of Enhanced 911 service to the Flemington Exchange Area. The Flemington Exchange Area will continue to receive Enhanced 911 service pursuant to the Resolution for Enhanced 911 in Flemington which was adopted by the Taylor County Commission on November 16, 1989.

SECTION 3-MULTI-COUNTY (CENTRALIZED) ANSWERING POINT

a) The centralized answering point for the Multi-County Enhanced Emergency Telephone System will be the Harrison County Bureau of Emergency Services and it will be in full service for receiving and dispatching emergency calls constantly.

b) The Harrison County Bureau of Emergency Services will be connected to VERIZON's network designated facilities. The Harrison County Bureau of Emergency Services is located at 420 Buckhannon Pike, Nutter Fort, Harrison County and will serve as the only Public Safety Answering Point for the Taylor County Enhanced Emergency Telephone System.

c) The Harrison County Bureau of Emergency Services as County Answering Point will respond to calls for police, fire, ambulance, rescue and emergency service calls as follows:

- (1) Taylor County Sheriff Direct Dispatch
- (2) Taylor County Magistrates Office Direct Dispatch
- (3) Grafton City Police Department Direct Dispatch
- (4) Grafton Fire Department Direct Dispatch
- (5) Grafton Volunteer Fire Department Direct Dispatch
- (6) Thornton Volunteer Fire Department Direct Dispatch
- (7) Boothsville Volunteer Fire Department Call Transfer
- (8) Taylor County Emergency Squad Direct Dispatch
- (9) West Virginia State Police Direct Dispatch/Call Transfer
- (10) Grafton City Public Works Direct Dispatch/After hours

SECTION 4- EMERGENCY SERVICE PROVIDERS; HANDLING OF MISDIRECTED CALLS

a) Every emergency provider that provides emergency service within the territory of Taylor County will be required to participate in the Multi-County Enhanced Emergency Telephone System.

b) The emergency providers referred to in subsection (a) shall include, but are not limited to, the following:

- (1) Taylor County Sheriff
- (2) Grafton City Police Department
- (3) Grafton Fire Department
- (4) Grafton Volunteer Fire Department
- (5) Thornton Volunteer Fire Department
- (6) Boothsville Volunteer Fire Department
- (7) Taylor County Emergency Squad
- (8) West Virginia State Police

c) Misdirected calls shall be handled as follows:

To Sheriff's Department and Municipal Police Departments from Dispatch Center: Correction via radio transmission if unit is en route or correction via telephone if unit has not responded when misdirection of the call is realized.

To Fire Departments from Dispatch Center: Correction via radio transmission if units are en route or correction via telephone if unit has not responded when misdirection of the call is realized.

To Emergency Medical Services from Dispatch Center: Correction via radio transmission if units are en route or correction via telephone if unit has not responded when misdirection of the call is realized.

To County Magistrates from Dispatch Center: Correction via telephone or radio paging system.

To West Virginia State Police from Dispatch Center: Correction via radio transmission where feasible followed by telephone call to Troop One.

d) Each emergency provider participating in the system shall maintain a seven-digit telephone number in addition to the 911 number provided in the system.

ARTICLE III - PROJECTED COSTS

SECTION 5 - PROJECTION OF COSTS

a) The initial capital and installation costs to Taylor County of the multi-county enhanced emergency telephone system are projected to be as follows:

One (1) Motorola Centra Com II+ Console w/modules for existing consoles	\$80,000.00
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Microwave (960 link frequency) - PK Hill to Taylor County  
\$35,000.00

This link will connect Harrison County to the Grafton Fire Department, Volunteer Fire Department, Grafton Public Works and Thornton Volunteer Fire Department, with no additional modification necessary to their current equipment.

Recrystal current base station transmitters to Taylor County frequencies for Taylor County Sheriff's Dept & Grafton PD & EMS - Install the equipment and optimize the system \$5,000.00

Computer Aided Dispatching Operating License One (1) Position \$1,200.00

9-1-1 Telephone with Monitor \$1,500.00

Computer Workstation with Two (2) Monitors \$3,000.00

DataMax WEAPONS System Software license \$ 599.00

TOTAL ONE TIME PROJECTED COST \$126,299.00

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

Salaries & Benefits (4 employees) \$91,500.00

Overtime & Part Time \$10,000.00

Telephone \$ 9,000.00

Printing \$ 500.00

Travel \$ 1,000.00

Maintenance & Repair - Equipment \$ 2,400.00

Maintenance & Repair - Computer \$ 1,000.00

Training (APCO 40 Hour & MP EMD) \$ 2,200.00

Uniforms \$ 1,500.00

New Equipment (Repay capital outlay by Harrison County) \$40,900.00

TOTAL ANNUAL ONGOING PROJECTED COSTS FOR TAYLOR COUNTY \$160,000.00

c) The annual costs to Harrison County for the first five years of recurring maintenance and dispatcher costs are projected to be as follows:

Salaries & Benefits (16 employees) \$357,350.00

Overtime & Part Time \$ 10,000.00

Telephone \$ 55,000.00

Printing \$ 1,000.00

Travel \$ 2,500.00

Maintenance & Repairs \$ 2,000.00

Training \$ 6,500.00

Dues & Subscriptions \$ 2,500.00

Materials & Supplies \$ 2,000.00

Uniforms \$ 6,000.00

New Equipment \$ 79,070.00

TOTAL ANNUAL ONGOING PROJECTED COSTS FOR HARRISON COUNTY \$523,920.00

ARTICLE IV - CONSUMER FEE

SECTION 6 - IMPOSITION OF FEE: ADOPTION OF BILLING CONTACT: ESTABLISHMENT OF SEPARATE E-911 FUND: PAYMENT OF COSTS NOT RECOVERED THROUGH FEE

- a) Pursuant to section three-cc, article one, chapter seven (7-1-3c) of the West Virginia Code, the County Commission of Taylor County hereby imposes a fee of one dollar and fifty cents (\$1.50) per month per local exchange service line and line equivalent, except for Tel-Assistance lines, to finance the projected costs of the capital installation and maintenance costs of the Multi-County Enhanced Emergency Telephone System. Such fee shall become effective upon implementation of the merger.
- b) The Taylor County Commission has entered into an E-9-1-1 Dispatch Service Contract Agreement with the County Commission of Harrison County ("Contract Agreement") which sets out the respective duties and obligations of Harrison County and Taylor County, and the Contract Agreement is attached to this Ordinance and Comprehensive Plan as Exhibit 1.
- c) All fees remitted under the Contract Agreement referred to in subsection (b) shall be deposited in a separate "Enhanced 9-1-1 Fund".
- d) Notwithstanding the foregoing provisions, any costs incurred not covered by the enhanced telephone system fee shall be covered through the Taylor County Emergency Services Authority, Inc. funds and/or Taylor County Commission general account funds.
- e) The costs associated with establishing, equipping, furnishing, operating or maintaining the Multi-County Answering Point shall be paid through General County Revenue Funds.

SECTION 7 - TELEPHONE COMPANY

- a) The terms and conditions of the telecommunications service and facilities provided by the telephone company shall be governed by the applicable tariffs on file with and approved by the Public Service Commission of West Virginia, the rules, regulation and orders of the Public Service Commission of West Virginia and the laws of the State of West Virginia.
- b) The telephone companies providing services and facilities identified in subsection (a) are:
  - (1) VERIZON

SECTION 8 - TARRIFFS, RULES AND REGULATIONS AND LAW

This final plan shall be supplemented and superceded 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 shall be deemed incorporated in this final plan as if fully set out herein. To the extent necessary to implement this comprehensive plan, this comprehensive plan amends and supercedes any and all existing enhanced emergency telephone systems in Taylor County.

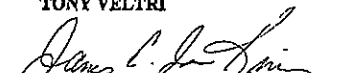
ORDERED THAT THIS BE ADOPTED THIS 15th DAY OF November

2001.

TAYLOR COUNTY COMMISSION

  
ROBERT WEAVER

(ABSTAINED)  
TONY VELTRI

  
JIM KINSEY

Proposed Indemnity Provision

Taylor County and Harrison County acknowledge that certain individuals or entities in Taylor County have threatened to file a civil action to prohibit the implementation of the multi-county E-911 plan. Taylor County agrees to indemnify and/or defend Harrison County for its costs and expenses associated with any such civil action to the fullest extent permitted by applicable law. Taylor County shall not be liable under this agreement to Harrison County for intentional or willful misconduct, to the extent Harrison County is protected pursuant to any insurance agreement as Harrison County may maintain for Harrison County's benefit, nor shall Taylor County be liable for Harrison County's ordinary and customary costs and expenses incurred by Harrison County in connection with developing, adopting or approving the multi-county E-911 plan.

E-911 DISPATCH SERVICE CONTRACT AGREEMENT (MODIFIED)

The following instrument shall serve as a Contract Agreement between the County Commission of Harrison County, Parties of the First Part (Hereafter Harrison County); and the County Commission of Taylor County, Parties of the Second Part (Hereafter Taylor County).

**I. Intent:**

The intent of this agreement is for Harrison County and Taylor County to enter into a Contract Agreement. Under the terms of this Contract, Harrison County shall provide a Dispatch Service and Enhanced 911 Service for Taylor County, its citizens, and its Public Safety and Emergency Services Organizations for a monthly Contract Fee.

**II. Term:**

The Term of this Contract shall be for a five years period commencing \_\_\_\_\_ and ending \_\_\_\_\_. However, this contract must be adopted on an annual Fiscal year basis by a letter agreement to its continuing terms acknowledged by both County Commissions.

*[Annual fiscal year approval for intergovernmental service contracts is required by statute, W.Va. Code § 8-23-8 (2001).]*

**III. Cancellation:**

This Contract may be canceled without additional recourse by either party at any time. Cancellation shall be effected by the service of written notice by either party on the other party which states the intent to cancel no sooner than sixty (60) days from the date of service of such notice.

**IV. Effective Date:**

This Contract shall become effective on \_\_\_\_\_.

**V. Services to be provided by Harrison County:**

Harrison County shall provide Taylor County with the Following:

- (1) Harrison County shall provide and maintain a 24 hour (staffed) answering and dispatch service for all emergency calls originating within the boundaries of, or requesting service for, the residents of Taylor County.
- (2) Harrison County shall provide all necessary personnel to answer these calls and notify the proper Taylor County Agencies and Organization of these calls. Harrison County shall

then dispatch the calls and relay information in a timely manner, as outlined in the Harrison County 911 Operating Procedure Manual, to answer the request for aid from these agencies.

- (3) Emergency calls shall be answered and handled for all Agencies within Taylor County, including, but not limited to the following: Taylor County Sheriff's Department, Taylor County EMS, Boothsville V.F.D., Thornton V.F.D., Grafton V.F.D. as well as any other agency which might be needed from time to time to provide some type of emergency service.
- (4) Harrison County will also provide these same services for these Agencies and Organizations of Taylor County when there is a need to contact and/or dispatch them, regardless of whether the call is deemed to be an "emergency call."
- (5) Harrison County will use agreed upon procedures for dispatching, including initiating any necessary telephone calls, radio messages, paging, etc. to assure that the proper agencies and/or individuals are contacted and dispatched. Harrison County will use the Harrison County 911 Operating Procedure Manual for its policies and procedures of all operations.
- (6) Harrison County will continue to remain in contact with any Taylor County Agency or Organization after the initial notification of an emergency call. This shall be done to all support and back-up services normally provided by a full-service Dispatch Center to assure prompt and complete handling of any emergency call.
- (7) Harrison County will provide Taylor County and any authorized agency, upon request, a monthly report of activities and calls dispatched. All requests will be made in writing.
- (8) Harrison County will record and make available to any Taylor County Public Safety Agency ~~recordings a tape recorded copy~~ of any telephone call and or radio transmission. Requests must be made by an authorized representative of those public safety agencies. The requests must give the Harrison County Bureau of Emergency Services reasonable notice with which to respond. Further guidance on the issuance of ~~tapes recordings~~ will be found in the Harrison County 911 Operating Procedures Manual.
- (9) Harrison County shall begin the provision of Enhanced 911 Service to the citizens of Taylor County as soon thereafter as feasible.
- (10) Harrison County shall provide for the maintenance of all radio equipment, Radio circuits, Base transmitters, and Radio antennae controlled by the Harrison County 911
- (11) Harrison County shall provide a local access number within the Taylor County dialing area to enable residents of Taylor County to call dispatchers in Harrison County at no additional charge.

**VI. Services and Fees to be Provided by Taylor County**

Taylor County will provide Harrison County with the following:

- (1) Taylor County shall collect and forward as promptly feasible to the Harrison County 911, 420 Buckhannon Pike, payable to the Sheriff and Treasurer of Harrison County a monthly fee of \$1.50 per phone subscriber lines as specified in its adopted ~~name of Taylor County Enhanced 911 Ordinance~~. In addition, Taylor County will distribute on a quarterly basis to Harrison County the wireless fee paid by the Public Service Commission of West Virginia. All collections except those deducted by the phone company(s) for billing and nonpayment shall be forwarded without further withholding of funds. All funds forwarded to Harrison County in support of and for use to provide service to Taylor County shall be separately accounted for by the Harrison County Commission, which will use these funds exclusively to provide 911 service for Taylor County.
- (2) Taylor County will provide Harrison County, without cost, an updated version of the Taylor County 911 Ordinances and be responsible for any update and forward these updates to the Dispatch Center. Taylor County will also provide Harrison County, without cost, maps of Taylor County and any updates that will be necessary for the proper dispatching of any emergencies or calls for service.
- (3) Taylor County and/or its Agencies and Organizations shall reimburse Harrison County, upon written request and itemization, the actual costs of long distance telephone calls and facsimile transmissions made or provided by Harrison County at the request of Taylor County and/or its Agencies and Organizations, as well as actual costs of copying any recorded telephone call or radio transmission requested by Taylor County under Section V, Subsection 8.

**VII. Liability**

Both parties of this agreement agree to hold each other harmless from the cost or liability for any failure to effectively provide the service or action required under the terms of this agreement, except in cases of willful neglect of responsibility.

*[W. Va. Code § 26-6-8 (2001) holds harmless public agencies and their employees for damages in a civil action for injuries, death or loss to persons or property arising from any activity connected with enhanced emergency telephone systems, except for willful neglect of responsibilities]*

**VIII. Representation**

Harrison County agrees to provide Taylor County representation on the Harrison County Bureau of Emergency Services Advisory Board by having three (3) persons, one (1) being a Taylor County Commissioner, and the other two (2) appointed by Taylor County Commission. Any recommendations for changes in policies and/or procedures of the 911 Communication Center will be made through the designated representative of the advisory board.

*[Representation on a "joint board" for cooperative undertakings by governmental units is required by W. Va. Code § 8-23-3(6) (2001).]*

**IX. Prioritization**

Notwithstanding normal procedures for handling and prioritization of calls, Harrison County will dispatch and handle all calls according to predetermined run assignments, memorandum of understandings, written protocols and policies outlined in the Harrison County 911 Operating Manual. All calls for service will be handled regardless to location of origin. Taylor County will establish the protocol for prioritizing calls originating from within Taylor County.

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New  
Book