ECC Management Board Meeting
January 8, 2019
Special Meeting
Emergency Communications Center Conference Room

Members Present: Chief Ron Lantz, Chief Dan Eggleston, Chief Andrew Baxter, Mrs. Leslie Beauregard, Ms. Gloria Graham, Mr. Tom Leonard, Chief Tommye Sutton, Mr. Doug Walker and Chief RaShall Brackney.

Others Present: Barry Neulen, Jill Preddy, Allison Farole, Gabe Elias, Gerald Smith, Todd Richardson, Maribel Street, Jan Farruggio, Randal Garrett, Doreen Wells, Penny Banks, Ms. Amanda Farley, Miranda Butler, Brian McKensie (The Daily Progress), Lottye Lockhart (NBC 29 News).

Call to Order

Mr. Doug Walker called the meeting to order at 10:00 am and thanked everyone for coming. He asked if anyone was aware of any other board members that planned to join us. Ms. Graham said she thought Chief Sutton was planning to come.

Recruitment Update

Mr. Neulen said about a week after taking over as Director on October 1, 2018 we went from minimal manning on our dispatch floor to below minimal manning. He basically focused all his efforts on figuring out how to take care of the staffing shortage that we had, which he considered a crisis mode. A lot of our folks were working long hours, we had a couple of individuals that were working a couple weeks straight of 12 hour shifts. In fact, we had one individual that did 21 days straight of 12 hour shifts, which was significant. He has conducted one-on-ones with a lot of his folks since coming on board, and a lot of common themes, mostly overworked and stressed out because of the consistent overtime and on-call that we are requiring them to work. We did a full core press on recruitment for the ECC. The public safety pay scales were a big part of that. We did everything we could do to advertise that. The county, specifically the PD, has helped us out and let us take advantage of their PIO, so now we've got a PIO that's assisting the County PD, County Fire and now the ECC. So we've done a lot of working with the media and social media and some of the external organizations from an employment standpoint, we went to the PVCC, we went to some veterans organizations, we maintain the advertising website, looking at how to get the information out there better for the county's website. All in all, it's been incredibly successful to the point where we've had over 100
applicants just in the last couple months apply for ECC. So instead of having a few folks to
select from, we actually now can look at getting the best of the best. This is a team effort,
we've got a majority of our staff involved in the interviews, we've got over two dozen
interviews scheduled in the next week and a half will be moving forward. One of the things
that has helped us out tremendously is moving the testing and evaluation from the county to
the ECC. So when the room is not utilized as a conference room, it is actually half a dozen
testing stations where people can come in 24/7, and then any of my team members can come
in and set people up. So we went from having to spend three hours of four or five people's
time at the county for maybe one applicant to make it through to now spending no more than
five or 10 minutes with individuals here, getting them set up, they get to meet the staff, we give
them a tour and if time allows, we actually conduct the interview. So it's one stop shopping
and we are able to move folks through. This is a tremendous effort and collaborative effort by
our team, with all of the stakeholder and all of our external support agencies to get us where
we're at now. This is a success story in terms of the recruitment and is much better than he
anticipated. We've got a number of great candidates that want to be part of the ECC team.
We're doing a lot of other things behind the scenes. So things like new uniforms, pay scale,
advertising, word of mouth and it's definitely paid dividends. The future looks bright for the
ECC, so much so that he thinks we're going to be moving through much quicker in getting
qualified folks on board. He asked if there were any questions on recruitment. Mr. Walker said
this is a big change from where we were a couple of months ago with Mr. Neulen's assessment,
and actually the prospect of having to contract out for staffing in order to meet just minimal
staffing needs. He and Mr. Neulen have talked about ECC not looking at that prospect and is
satisfied that with the efforts made and the successful recruiting that occurred and despite any
future staffing, ECC is in a good place in regards to operational integrity of the ECC as it stands
right now. Mr. Neulen said that is correct and that ECC was in such crisis mode that he had
looked at considering doing a contract solution for dispatchers that would run side-by-side with
our full-time folks to augment staffing which has happened in other places around the country.
The solution was costly, but at that point we needed another entity to help us bring people in
that were fully trained to take the burden off of us. The recruitment has been so successful
that his initial proposal of a contract solution, which was at cost of about $650,000 has been
taken off the table and he doesn't believe we have that requirement any longer. Ms. Graham
said she has a comment and she asked this the last time and wants to make sure that we keep
this on the forefront, that we benchmark our diversity in the ECC and our existing staff and
figure out where our gaps are and be very conscientious about inclusions during our hiring
process and emphasizing diversity, even if it means putting an equity advocate on the hiring
panel or whatever we need to do. As we hire, it would be helpful for the board to get a report
on who is being hired and how they self-identify. Mr. Neulen said we can do that and that has
been one of his discussions with HR. He has asked about systems we can get to look at forums
to expand other than the County website, other sources that would help promote that, as well
as trying to figure out how we can monitor that. Mr. Walker advised the board that the County
has a vacant diversity and inclusion specialized role within HR that is in the process of being
hired which will add additional resources to that effort. They have also opened a new Office of
Equity and Inclusion, so this fits right in with the support that the County wants to provide
which includes their support to the ECC. He said he appreciates Ms. Graham making sure that
we keep that at the forefront. Mr. Neulen said we just closed the job posting this morning because we have over 100 applicants and it is to the point that we will not be able to manage it so the fact that we are closing the posting is good news. Chief Brackney apologized for coming in late and asked how many positions were filled. Mr. Neulen said we are just doing the interviews now. Chief Brackney said so we have not filled a single position, we just have enough applications to have a pool depth. Mr. Neulen said we actually had two individuals come back, one came back as a full-time communications officer and another came in to do part-time which put us above minimum manning. Our last two candidates are moving faster than expected in their progress on the floor and expect them to be fully released a lot sooner than before. Chief Brackney asked of the four that have been hired, do we have their race and gender, what that diversity looks like. Mr. Neulen said three female, one male, no African American minority. Chief Brackney said so everyone is a majority or dominant culture. Mr. Neulen said yes. Mrs. Brackney asked if any of them were local and are the ones that returned from the Charlottesville-Albemarle area or are they outside of our area. Mr. Neulen said two of them were local, one moved to NC and came back within three months. Chief Baxter asked apart from the folks that left and came back, of the candidate pool have we seen candidates that have previous communications officer experience. Mr. Neulen said we are. Chief Lantz asked how many positions is ECC down. Mr. Neulen said nine regular staff and three over-hire. Mr. Leonard said this sure sounds like we are in a much better position today then we were at the last meeting and it is very encouraging. Chief Brackney said so basically just opening it up for hire, something as simple as that and we do not know what the diversity pool looks like yet because we are just closing it. We need to start looking at whether we do have a diverse pool or when we have someone screening applications as Ms. Graham said who is looking at it strictly from an equitable advocate stance. Mr. Neulen said it was more than just opening it up; we actually did a full media blitz campaign to advertise the public safety pay scale and we worked with PVCC. We had 25 candidates from PVCC alone and had a meeting with them which is the first time we have had any interaction with them. Mr. Walker said he doesn’t think we are at the point where we don’t know the diversity of the total pool and we need to be sensitive to maximize the opportunity to hire into a diverse organization. Chief Sutton said one of the things they are doing in the police department is that you actually have to go to those places where people live, where they go to church, community centers and spend time there as opposed to electronically. That was there moto in the past to put it on the website, we are hiring if you apply great, if not, you should have seen it. Now, he is personally having to go to churches, community centers and schools to speak to people. So you actually have to go get the talent that you want and are looking for. He is not saying this is the gospel, but that is the approach they are taking. Mr. Neulen said he fully agrees and that is one of the reasons he is getting staff uniforms because he does not want them going into the community in t-shirts and jeans to talk about this organization and advertise. He wants it to be a professional organization and be attractive and bring our folks out there to talk to them. We are changing the video we have on the website because a lot of the stuff we have is outdated. Mrs. Graham said to Chief Brackney’s point, then how about we do this and they have done this with a couple of their hiring processes, if they could touch base and if HR could tell you and they won’t give us the breakdown of what the breakdown looks like, but if we emphasize that we want to make sure that we have a diverse hiring pool, they can tell us yay or nay. Yes it looks diverse or
no it does not. So if we could at least get that much from them and then we know whether or not we need to do just a little bit more and do some of this face-to-face work. That would be helpful. Mr. Walker asked if there were any more questions on this item.

**Training Update**

Mr. Neulen said he has changed his initial proposal for the contract dispatch solution and that was the good news based on our recruitment efforts. That brings us down to how do we move the folks that are qualified that passed the interview and get them into the one-year training pipeline so that they can be fully released for fire, EMS and police dispatch. One thing we looked at is currently we are tasked with conducting training in-house and it is conducted by our supervisors. We have eight supervisors, two on each platoon and they are the ones that are taking on the burden. So what's happening now is, our supervisor’s aren’t really supervising, they are actually conducting the training. This includes new hires as well as sustainment training. What is happening is that because we are so short manned we are calling folks in to work overtime and on-call just to conduct training. We are spending a lot of money to get certifications for training because of our high turnover rate. So, with the idea that if we had lost an individual unexpectedly which has happened in the last couple years, someone with the valuable training that they have is out the door and we don’t have anyone available to step in. That forces us to have a deep bench on all the required certifications and training that we have across the board. He looked at what we could do to alleviate that burden and that seems to make the most sense in terms of coming up with a contract solution which takes the burden away from our own folks, centralizes it and we come up with a training academy for the ECC where we can do one-stop shopping and take on all the requirements that’s necessary to get our folks training. In the packet there is a three page write-up of what his proposal is to bring in an outside entity, the idea being that we don’t have to hire full-time training staff, we can adjust based on the surge requirements for the mandatory training for new hires, as well as sustainment training for the folks that have been here for a while. That is where the training will be conducted, it will be centralized and it will be consistent because we don’t have eight different people conducting training eight different ways. It will be managed by one entity. He is asking the board for approval to consider going with a contract training solution. It gives us six months to determine the best way to adjust this training to relieve the burden from our staff, to get us healthy in terms of our manpower, and figure out how to make an enduring training solution work later on. The idea being that during the summer we compete this out with lessons learned from the trial period and figure out what works for our folks. The amount of money that this contract costs is the amount of money that we have already spent in our overtime budget. Our overtime budget is $180,000, we have exceeded that in six months and will have to continue spending that until we get healthy in terms of staff. Again, a lot of our overtime is being spent on bringing people in, in addition to just standing the watch and that includes the training piece as well.

Chief Baxter asked if this would be an emergency procurement to get us through the remainder of this fiscal year. Mr. Neulen said yes. Chief Baxter asked if this has all be vetted by County procurement. Mr. Neulen said that is correct. Mrs. Beauregard asked what would be the cost
for fiscal year 20 in the budget for next year. Mr. Neulen said he can’t get a figure because this hasn’t been approved yet. He said his plan would be once this gets done, he would start deciding what we need, come up with a statement of work and then it would be competed out. There is no guarantee that this company would actually take on the training package this summer. If he were to guess he would say double this figure for an annual requirement.

Chief Brackney said she had tons of questions when she received this yesterday. She asked if we did any competitive bids, in terms of at least putting out there to see who else could do (a) the type of training and (b) did we even identify the type of training that we needed. How did we get to HSSI verses APCO, who is the standard in premium training when it comes to dispatching, recruitment, emergency management and things of that nature? She is familiar with HSSI and even if you go on their website, this is not their area of expertise when you look at the stuff that they do. When you look even at their staff and their team, no offense, it’s an all white male organization, again, who are all 25% veterans, all coming out of the defense contract areas. So competitively, have they submitted even in terms of what type of training they would do, a sample lesson plan, what does that build look like for six months? Have we looked at and can you pull out for us, as the board, what we've actually spent on bringing someone back into train? So, it’s not enough to say that we’ve used our overtime to do that, she would need a very clear number that we've spent $180,000 in training or have we spent $50,000 in training and etc. Part of training, particularly as this field is, it is on the job, it is standing there with the person so training and supervision occur simultaneously. They shouldn't be occurring in a vacuum as she sees it. So have we reached out to APCO? Did we do anything competitively? What is it that we asked from them? How did we get to this point? In other words, where they submitted this to us, what was our ask so this is how they responded? Mr. Neulen said we did go to APCO and APCO right now is short staffed and they have not been as flexible as we have wanted, in terms of providing the training that we are looking for. He is familiar with this company, he has worked with them, they run an extensive training academy for their civilian police force on the west coast and the east coast. So, he’s seen their product, he’s seen what they do. Chief Brackney said but that is not this. She said telecommunications is not what they do, they train civilian persons who want to be policing or within the military, correct? Mr. Neulen said no, that’s not correct. They actually train the dispatchers at the Marine Corps installations everywhere in the United States.

Chief Brackney asked what product was put out to APCO or to them to get this response is what she’s asking. Mr. Neulen said we reached out to them to say, can you provide a training solution. Chief Brackney said she needs to know what standard written product did we put out to say, this is our needs so that we got this as our response, or did we have phone conversation? Mr. Neulen said we had phone conversations and meetings. Chief Brackney said she can tell right from the beginning, she is not going to approve any $180,000 without any vetting of what it is we asked for, to see what we’re going to get, to see what our overtime and training has cost us, to even say who else can do this. She is putting it right out in public this will not be something she votes for, unless staff gives us a bit more information. Then, to Mrs. Beauregard’s point what will this continue to cost. Are we going to get to the point where we’re self-sufficient or every year are we looking for a $400,000 contract for training, Mrs.
Farley asked to clarify, Mr. Neulen indicated he discussed this with County Purchasing and asked if this was discussed in the context of emergency procurement. Mr. Neulen said it was discussed as emergency procurement. If you remember, we went from looking at contract dispatchers. Right now we are going to be challenged mightily in order to train the people that are coming in. His success for recruitment will also be his challenge and potential failure because we can't get people through the pipeline, because we're putting the burden on the people that are sitting in the back of the room right now. So this is what they're going to provide, it is in writing, he can't provide much more detail because this is not a competing contract. We will do a competing contract in the summer, we will ask for specifics on a statement of work, but because this is not competed right now, we asked for specific things that they can do, these are the things that he went to his folks with and asked, what can we take off your back that will help you out, what can we take to reduce our overtime and this is what they came up with. The information that's in the packet now is what his team put together and advised this is what they need assistance with. Chief Brackney asked if his team has something in writing they submitted to the director. Mr. Neulen said no, this was not a formal writing. Chief Brackney said, Director if we are talking about spending money and bringing an organization up to par, to excellence, that is not done orally, you memorialize it, you codify it, you create processes, you create systems to do that. So, if the only out is emergency procurements to continue to handle our way, that is what has gotten us into a crisis communications, and a crisis management style. Part of recruitment and hiring is having an overall plan and that needs to be codified somewhere so that our training, our recruitment, our development are all part of a system, and it cannot be hodgepodge to say the way around it is emergency procurement. She said the $600,000 was never a consideration, you brought that to us after 30 days, saying you wanted to spend $600,000 and here's an organization that I've worked with in the past that has done that. So twice, the things you've brought us are based on organizations you've worked with, without necessarily putting something on our plates that says, this is the standard we're attempting to reach, this is the group that we believe that can reach it, because we've put that standard in front of them. The reason we find ourselves in some of the problems that we currently find ourselves in with other aspects of ECC is because we are not using systems and processes to do that.

Mrs. Beauregard said correct her if she’s wrong, because she and Barry talked about this yesterday, the way she looked at this was she saw this as kind of a gap filler, this is something to get us on some kind of track. She doesn’t think anybody's denying we need systems and processes and she thinks that was the next step to work on. That's why Mr. Neulen is saying we would go out to competitive bid, we would find the right partner, she also heard him say they want some internal capacity built in and she thinks that makes sense. To her, if we do nothing right now, then we're doing nothing and we're still trying to build systems and processes and this might inform what that system and process looks like in the future. That is why she would support something like this, just in the time being to say, this is not a permanent solution, we get that and this may not even be the group that does that, but it could inform us as we move forward. Chief Brackney said she would agree if they had something in writing that said this is the issue. What she is asking for, if we are identifying the problem, she doesn't have anything in writing that says this training is taking away from the supervision to the level that it's costing 
us this, it’s costing us overtime, here’s where we don’t have the capacity to do it. We have
nothing except here’s what we said is the issue and we don’t even know how this group or any
group will bring us there, that’s all she is saying. Mrs. Beauregard said she thinks part of
the issue is that we have internal staff doing training now, and it’s not consistent from what she’s
heard from Mr. Neulen, so there needs to be some consistency built in. Mrs. Beauregard said
again, she doesn’t see this as the permanent solution, but as a gap measure to say, we know we
have problems and as we walk through this process, more of those problems will be identified,
but she trusts that Mr. Neulen and his staff understand what those gaps are and if he would like
to say a few words about that, specifically what they talked about yesterday, that might be
helpful just to kind of walk through this document a little bit more in terms of that. Mr. Neulen
said the ECC has never been at full capacity in 20 years. We have struggled to provide the
requisite training to keep us going and that includes the new hires and sustainment training. If
he is successful in his recruitment, and we bring in a dozen fully qualified folks that are on the
floor, four platoons, 24/7, the burden that we have right now for conducting training will be
even greater and it’s to a point that nobody has anticipated yet because we’ve never been
there. He needs help to get us to that point and again, a stopgap measure to figure out where
we’re at. He fully intends to compete a contract that is going to have more detail in it. This
company, nor any company, is going to provide him a 10 page document that lays out detailed
processes, if they don’t know there’s an assurance that they’re going to get paid. This is more
work than they should have done based on the amount of time that he was giving them. They
came in here, met with us all on their own dime. He asked them to do this and brought his
people in there. To Mrs. Beauregard’s point, there’s got to be a point where he, as the director,
spending day in and day out looking at this thing, talking to his people, you have to say, give
him a chance to try to fix this thing.

Ms. Graham said she has a couple of questions. She asked what the timeline is for hiring these
12 people. Mr. Neulen said as fast as they can move them through. Ms. Graham asked what
that looks like, what the typical hiring process takes. Mr. Neulen said it’s a full year of training
process. Ms. Graham said she means to get them on the payroll. Mr. Neulen said it’s a matter
of weeks. Ms. Graham said so we think within weeks we will have 12 people and when do we
think the 12 will be on the payroll. Mr. Neulen said he can only tell the board that he hopes we
have a few qualified candidates in the next couple weeks. Ms. Graham said this is not a trick
question, the reason she is asking is because she has a problem with just one person submitting
something saying they can do this for you for $194,000. She doubts that they have done this
anywhere else, maybe they have and they have that documentation and they can reach out to
another department that has a success story that they can share with us. Having been a former
dispatcher herself, and spent several years doing that and spent several years overseeing
dispatch centers individually, she knows that there are some best in class organizations out
there that do this kind of training. She completely agrees with what Mrs. Beauregard said that
we have a gap we need to fill and if we were hiring immediately 12 police officers all in one
whack and we needed to train them all, we wouldn’t have the resources to do that so we would
be scrambling trying to figure out do we need to stagger hiring, what do we need to do in order
to get this done. She doesn’t think that our dispatchers are any less important than our police
officers are when we hire them and even if they come in here and facilitate APCO certifications
and the things that are on these bullets, they are still going to have to go through a training program to learn the Albemarle, UVA, Charlottesville way. They aren't going to train them on our network systems or our individual nuances that we have. For her, she sees two sessions of two weeks each and what they plan to include in those two weeks. She thinks it would be a little more helpful for us to know because if you hire two people, within two months, they're going to be well into a training program by the time one of these two week training sessions comes along, because this is only for two two-week training sessions. If two of your folks are already well into training or four of your folks are already well into training they are really training eight people. She doesn't understand how it all lines up, she gets that if you were hiring 12 people all on one day with the same seniority date, and they were all coming on board that we would definitely have a dire training need. She just doesn't understand the picture of how it's all going to unfold and what the timeline is. Mr. Neulen said the Program Manager said he would flex with him depending on how fast we are able to get folks through. He's not going to rush the process because he wants to get the best candidates and he wants to be sure those folks in the back of the room pick somebody that they can work with; that said, he wants to get folks in as quick as possible. They will work with us to stagger this thing and be sure that we get the biggest bang for the buck and these academies are designed to take on the largest amount of people.

Ms. Graham said her recommendation would be we couch this knowing that we might need to engage with someone. She would feel more comfortable if she knew for certain that we have this need and that we've got 8, 10, 12 people that are going to all start at once and this really is something we need to do immediately. She gets that trainers are burned out, you've seen the media on all of our police departments, all of our trainers are burned out because we're all experiencing turnover and we're trying to find ways to fix that, behind the scenes, albeit salary, albeit benefits, whatever. If we don't have a solid timeline, meaning that these 12 people aren't starting next week so it's not as eminent as we might think, she thinks we couch this for now and maybe some of us can participate in those calls with APCO with other folks and say, here's what our timeline is: On March 1st, we're going to be hiring five people and on April 1 we will be hiring six more, and we are going to need to train them and here's what we're going to need to do in this particular timeline. She asked if that makes sense. Mr. Neulen said that makes sense, but he can't agree with that because he doesn't know when people are going to come in, and how we're going to move them through. All he can tell the board is that he believes we are going to get people through as quickly as possible. He wants to be sure that this works. He will be the first to shut this thing down in the summer and say, you know what, going to an outside solution didn't work. Ms. Graham said but by that time we are already $200,000 deep and for her, from what she just heard him say wants to make her couch it even a little bit more because really, we're just putting them on retainer and saying, when we're ready, we're going to give you $200,000 to train these people. She needs to understand the timeline of what we think a hiring process takes, and what our benchmark dates are. We just went through this with the police department, you can go to their website and see a six-month timeline for what it's going to take to hire a police officer and so that might be a start for us. Then we know exactly when this is going to be necessary, if it is going to be necessary, and then we figure out who's the right person to do it. Maybe it is this organization, she would just
prefer to talk with some of their clients, especially clients that have engaged them with this kind of stuff so that we do feel like we’re getting the best training for our folks. Mr. Neulen said he believes we will get the best and have the ability to contract it out and compete it. Right now, this is a known entity to him, somebody he can work with, somebody that has gone above and beyond to provide him information and to spend time on the phone on their dime. Ms. Graham said they are a contractor, contractors do that when they are trying to get business. Mr. Neulen said not in his experience would they provide the level of effort given on this. What he is saying is, let’s see if this thing works and if it does we can cast a wide net and compete it out and find someone that wants to take this on and get the best that’s out there, then bring it to the board and say these are the top three vendors that competed on this. Ms. Graham said she is going on record that she doesn’t disagree that if we had 12 people that needed to be trained stat it would be unfair to our peers that are already doing this work to have them do that.

Mr. Walker asked how quickly this vendor would be ready to mobilize. Mr. Neulen said immediately, they are ready to mobilize immediately. Mr. Walker said so that mobilizing could occur when we have better information about who it is they will be training also. To him it comes down to how we are defining urgency and if, in fact, we could initiate a procurement at the same time that we recognize that urgent might change in the course of that depending on how long that takes. He knows we are going to be back next month and if we could preemptively initiate a procurement process, he doesn’t know how long that would take, he can’t speak to that because he hasn’t talked with their procurement office. This may be a way to parallel this process so that you are having the benefit of the fullness of a procurement process with all that we want to try to consider, but also then having the ability to act more quickly. He doesn’t have a real good feel on what the urgency is today. Mr. Neulen said he can’t guarantee how many people we are going to get, we could get 12 people in this next set of interviews and we can be ready to go in a couple weeks, or we could not, he can’t say. What we’re looking at in this solution is not just to train new people, it’s to do the sustainment training, that’s the other part of this thing. We’re very short on people that have certifications, this gives us an opportunity to take care of the people that we have back there right now and to cut down on our overtime, that’s part of this. Only half of this is the new hires, the other half is the people that are working here, day in day out, and trying to do the training. We have ongoing training, it’s being conducted by eight different people with no centralized point of contact. He has no one to put in charge to monitor training from a centralized point of contact. To him, being in a lot of organizations, where you have training departments; right now, he has this on his back and we are doing this in house and we are cutting corners. Mr. Walker asked if there is an opportunity to adjust this particular contract to less of an amount in order to deal with maybe the more urgent need while we proceed with the procurement. Mr. Neulen said anything is adjustable, this was adjustable from where we were at with the manning, he can adjust anything you want, he just needs the board just needs to tell him what is amenable. Ms. Graham said she would feel more comfortable if she were part of the conversations with this company and if she were also part of the conversations that you’ve had with APCO where they’ve said that they’re not available, or they’re short staffed, and they aren’t able to help because of the vast majority of things. There are also a number of, especially continuing
education, modules online. Having been APCO certified herself and EMD dispatch certified herself, she would feel more comfortable with that information.

Chief Brackney said she would be more comfortable with an actual needs assessment where you all have said, if there have been these conversations, somebody should have put that in some sort of form, including possibly yourself. If you said, I've listened to my team, then there should be something that says, I met with my team on these dates, this is what we hear as the barriers to our success, I don't care, we did a survey monkey, we did something that says, we have some data that says this is the issue, whether it's informally, the supervisors saying I can't supervise to a level of excellence, because I'm distracted by training, I'm overwhelmed by that, here's the amount of money we've had to spend in overtime for training purposes only, not overtime for some other need and what does that number look like. You said we've spend $180,000, can you tell me how much we've spent in bringing supervisors in to train. Mr. Neulen said he can't tell the board that. He looked at the overtime spent because he expected that to be a question. Chief Brackney said if you could get that to the board, she thinks those kinds of things would be helpful. She agrees with Vice President Graham, when we say what does the training they're actually going to provide look like. There are contractors that tell you specifically they are going to spend 80 hours on this. If you go on APCO's site, they literally tell you what the hours are that are required. If you look at the District of Columbia, it says these are the number of hours that you need and when she sees on here, they're going to do things like CPR as part of the requirements for training, she is sure we would get support from our police department, our fire personnel, CARS to do CPR training. We all have trainers in that here, we have UVA as a medical facility, she is sure someone would train our personnel in CPR, when you're starting to look at what the contract says that they would do. It says things like they will oversee the training program and ensure compliance with standards, she doesn't even know what that means. If we don't have a training program that is being presented to us to see even if it is a training program that meets the needs of the trainers. If you are asking what she would need, as a trainer, as an educator herself, you can't just put very general things in there. The first thing someone's going to ask for if any of our dispatchers or telecommunication operators makes a mistake is what does their training look like, where's the lesson plan, what is the certifications of the trainers. She doesn't even have anything to say she has confidence in who the trainers are, what does their resumes look like, their background, because this is literally the lifeline of our cities and our counties is who answers that phone and who dispatches that out and to give them any less service or in terms of training and career development and personal development, we do them a disservice and she's not willing to do that very quickly, without a bit more information.

Mr. Walker said he just wants to say that he accepts the representation from the executive director in reflecting accurately the needs and interests of the organization that he supervises. He does have questions about process, about urgency, about money, but he does not have questions about whether this actually reflects his judgment about the needs of the organization. Chief Baxter said he agrees with Mr. Walker and he doesn’t know if it’s appropriate for the board meeting, but we have staff here that may be able to help us, not in articulating the specific training overtime cost that you’re looking for Chief, but some of the
other impact of the current situation status regarding people that are being pulled in to do the actual training. He thinks that we need to be careful that we’re not starting at the perfect world we all know that we would like. We are where we are and what we’ve asked Mr. Neulen to do is to come up with an assessment and that assessment is going to have to be enough to get us moving in the right direction, it’s not going to be perfect, the assessment isn’t going to be perfect. He’s hearing some good questions about how to make that assessment more accurate, which he thinks is completely reasonable, but we cannot afford, for the same reasons that this is the lifeline of every responder that’s out there, to only accept a perfect solution, because it’s just going to get worse. This is like a business, it’s either making money or losing money. He thinks if the board feels it is appropriate, Mr. Chairman, hearing from some of the staff members to help provide some of that level of detail in context from them. They’re the ones doing the work, they’re the ones working 20 straight overtime shifts, they’re the ones that are going to be training, whether it’s the initial block of training, whether that’s APCO or whomever, they’re the ones that are going to be doing the real nuanced, most important precepting is what he would think that is. Mr. Neulen said he is fine with that and that is why he invited them to the meeting. Mr. Leonard said his view is he’s hearing emergency funding, on the other hand, he’s hearing beaurocratic ensnarement. That’s simplistically what he is hearing and in his mind he is trying to determine what the level of emergency is and what are the consequences of not being supportive of this. He also thinks we went for a year without a director, we hired an Executive Director, and he would lean towards being supportive of the Executive Director’s leadership position if he’s on the fence.

Ms. Graham said as a public safety professional, she would argue that probably the fire department if they needed to hire 20 firefighters, they wouldn’t contract out, have someone come in and train your firefighters. Chief Baxter said the version of that that he is familiar with isn’t bringing in a contractor, it’s smaller departments sending firefighters to larger departments that have that ability. Ms. Graham said absolutely, but not a third party contractor where that’s not their forte. Chief Eggleston said the challenge we have is that the ECC has no training department here. Ms. Graham said she agrees with that and supports that 100%. She thinks that a training coordinator position is absolutely spot on, 100%. Chief Brackney said there is no pushback when she hears staff say what they are going through. When she hears Chief Baxter say what they are going through. No one has pushed back on the necessity for training, you haven’t heard a single person push back that people need development, as a matter of fact they’re advocating it. What you hear, or at least the pushback she hears from this room is, blanketed approval of a $200,000 contract without a real specificity as to the type of need that we’re filling. Is there a need for additional training and career development, every one of us in our own organizations would do a disservice to our employees and our personnel. Is there an emergency procurement that this is so dire if we don’t do this today, what happens to our personnel and she is just asking for more information to say, if this has been such an emergency where we’re draining our personnel, then we should have been, or at least in her head prepared to say, we spent $180,000 in overtime, out of that $180,000, this has cost us $120,000 in training. She thinks every one of us would say that’s an emergency, but if you tell her you’ve spent $180,000 in overtime, and she finds out $20,000 of it is for supervisory or for training or bringing persons up to level of where you believe they need to be in terms of certifications and
standards, even just mere comfortability, stress-free environment, she’s going to look at it a little differently that she doesn’t know how a $200,000 contract solves a $20,000 issue.

Ms. Graham said she would go back to our last meeting when she asked how many people were assigned trainees at the time and there was zero assigned to them. She doesn’t know if any of them have been assigned trainees in the two months we haven't met, she think that’s relevant, very relevant. When we talk about burnout, burnout because of overtime, absolutely, she gets it, but burnout because they’re training people, she don’t know what that looks like. Mr. Leonard said speaking of burnout, are we going vote on this. Mr. Neulen said he will put one more thing out, if he went back and asked the board for two people be full-time hires to stand up a training section at ECC, would that be more amenable and he’ll do away with the contract, he wouldn’t need the contract, but he was told that this would be a fast fix by Tom Winder, he could do an emergency procurement and this is his way to plug a hole instantly. Chief Brackney asked who Tom Winder is. Mr. Walker said he is the County’s Purchasing Agent. Chief Brackney said procurement said this is the way to fix it. Mr. Walker said the purchasing officer acknowledged that emergency procurement could be appropriate. Ms. Graham said we don’t know whether there’s an emergency. If she was told April 1st we are hiring 12 dispatchers or communication officers and don’t have six trainers, that to her is an emergency. Right now, if you don’t have a timeline on hiring, there are 12 vacancies, you’re asking for a training coordinator, which she think is absolutely warranted, she doesn’t see the emergency that causes her to think that this is where we need to go at the moment. Mr. Neulen said he doesn’t like being in react mode, he likes being in proactive mode and this was his way of being proactive. If we do get 12, then he can have these folks take care of the training day in and day out. If he doesn’t get 12, but gets six, that's still going to put a burden on his folks every day to conduct the training and for the folks coming in and sustainment, so this is his way of getting ahead of the curve because he doesn’t know what’s coming around the corner. If we are successful, it will be an emergency, he can guarantee the board that. He is telling the board that as the executive director. He is trying to stay proactive and he doesn’t want to be in react mode and that’s how he’s looking at this.

Chief Eggleston said the way he looks at this, you all bring up some good questions; however, the executive director has put a proposal on the table. There's probably some unanswered questions, but to him, we have to have trust in our executive director, we hold him accountable for the outcomes. We have an emergent need that he understands and is supportive of but at the same time, we hold him accountable. Ms. Graham said tell her what is emergent right now. Chief Eggleston said we have 12 people coming on. Ms. Graham said we don’t have people coming on. Chief Eggleston said well we potentially have 12 people coming on, we have a process with 12 openings, and we have an existing staff that don’t have training that's adequate to meet our needs. We have asked our executive director to put together a proposal and he has. There are still some questions, but he thinks we’ve got to remain high level and support him and hold him accountable for the outcomes that we’ve talked about. That’s the way he was looking at this, maybe there’s some controversy around that, but that’s the way he sees that.
Mr. Walker said he thought he heard a suggestion about standing up a training division sooner rather than later as an alternative to bringing in contract support, which would mean the board has consideration now in approving positions in the current budget that would carryover into the future budget which would bypass then the pilot aspect of the short term training. He asked if that is a viable option from an operational standpoint for ECC. Ms. Graham said she thinks an organization this size absolutely should have a training coordinator. Mr. Walker asked in terms of meeting the emergent need and he knows there’s some argument about defining emergent or urgent, is that a viable alternative to bringing in contract support. Mrs. Beauregard said the way she is looking at it is whatever gets you to the point where you have a system and process that you have built that has been acceptable and is performing how it needs to perform, your staff is trained, and they’re getting the training they need consistently, and you’ve got those processes in place to do that, she totally supports that. If this gets us there she supports that, if it doesn’t get us there she’s okay with that too because as she told Mr. Neulen yesterday, she’s okay with a certain level of risk. She thinks echoing what Mr. Leonard said, we have to be supportive of some things and we have to also be okay if things don’t work out 100 percent all the time, it will never be perfect, she can totally support that. Whether it’s hiring a new training division, which would be one solution is fine or getting these folks on board who will come in for the time being and help us shape whatever that might look like and maybe eventually, it will be an internal training, she doesn’t care as long as the end goal is what she thinks the director wants, which is training for your staff, consistently, all the time. Whatever that looks like and she has no idea what that looks like. She doesn’t care how we get there, she is willing to say yes, we need to spend some money to do that and she doesn’t care what that looks like. Mr. Walker said setting up a training program would take some time. Mrs. Beauregard said it would take some time and this seems more immediate. She thinks there are two ways to look at it, one is the short term, we have these new people coming on board, she knows it’s not 12 tomorrow, she gets that, but then the long term that she just talked about, which is what is the sustainability of this and that to her is critically important as well. To her, this proposal at least got that started to build. Maybe the long-term is hiring a training division, she doesn’t know.

Ms. Graham asked aside from this company that you worked for before, who else did you reach out to and ask for a proposal like this. Mr. Neulen said we talked with APCO, he had conversations with the head of the Shenandoah Academy, but he is short-staffed to and can’t find people to do it. In fact, he asked him if he’s considered a contract solution for the training academy and he said no he hadn’t, and he put them in contact with another company that he was aware of in DC that focused on the law enforcement aspect. Contract solutions for training, his research indicates it’s a regular practice, people contract out, especially when there are surges in the requirements for the training. Right now all of his supervisors are dispatchers. He doesn’t have supervisors that are supervising. The way the communications floor was designed, where there is a supervisory console for two supervisors per platoon no one is sitting there because the supervisors are all dispatching. Ms. Graham said that is a staffing level issue and has nothing to do with this. Mr. Neulen said it does because they’re not able to conduct the requisite training, we’re not able to do sufficient quality assurance. Ms. Graham said that’s because we don’t have staffing to do that right now. Chief Brackney said so if she trains them...
to monitor the phone calls and still has no one to sit there and monitor the phone calls, the training doesn't get her the fact that she doesn't have a warm body in the seat to monitor the phone calls. She agrees with Mrs. Beauregard, we need something in place, she doesn't think you throw anything out there and say, well if that gets us there. She thinks we do a disservice. She thinks it would be appropriate to vote on this because we all have some time constraints. She agrees they need a training coordinator. Just throwing out two training coordinators will get you there, again, she's worried about the thought process behind it. How did we get to two training coordinators? What does that look like, have we decided why we would need two training coordinators? It just feels to her like we just throw things out there to see what is going to stick. Do you need one training coordinator whose job is to coordinate that, make sure we have the best plans, they're making those phone calls for you, they're making the contacts to other agencies and things of that nature. We all have run dispatching, she oversaw dispatching at George Washington University, the same thing, where they have 26,000 students on that campus in the middle of an urban community where the calls are coming in, not just for students, but for a surge of close to 750,000 people in that Foggy Bottom area daily. What she's trying to get to is that we do have needs, but we can't just decide that we think this is our need, it cannot be a hunch, it can't be just something we think about, there does have to be some level of thought and processes behind it. She is concerned that we are throwing things out there, saying take this off the table now, because now she's really convinced it's not urgent if we can take it off the table. Mr. Neulen said he’s not saying take this off the table, he’s saying this gives us the time to look at what a training section looks like, this gives him time to right size this thing. Chief Brackney said she must have heard him wrong because she thought he said take this off the table for two training coordinators. She thought that’s what she heard. Mr. Walker said he thinks he threw that out there and he appreciates Chief Brackney’s comments because he does see a distinction between what is being characterized as more urgent in a short term stop gap, stop the bleeding and he hates to use that in a public safety setting, pardon him, and then how do we evaluate the best long term solution for addressing our training needs. Is it the possibility of a longer term contract that would be procured competitively, is it a stand up in-house training program or something else. We have received from the executive director a request to consider a more urgent short term fix for six months. The price tag is the price tag. The money as he understands comes from our reserves, but we’re not asking for additional contributions, but it is resources. Chief Sutton said he senses the frustrations in the room, there are a lot of questions because there’s a lot left to be articulated and if there is a comprehensive approach to say this is our plan, these are our challenges, this is what we look to do to stop the problems we are having and if we don't take these measures, this is what we have. In two months, we plan to bring in these companies to let you hear, if we don't spend this money this is the outcome. We are not having that, which is not to say that Mr. Neulen isn't doing the right things, it’s just not clearly communicated at this point in terms of what it is we need. He feels like as we go through this motion we can't look back in six months and say we spent that $200,000 and that didn't work, let’s spend another two or three. We need something more comprehensive to show where we’re going so we can make a better informed decision as opposed to a question at a time as we go through.
Ms. Graham said she feels like if we’re going to be back at the table next month anyway, between now and next month, we could get on phone calls with APCO to see if they have someone they recommend that comes in, that's already got a proven track record on doing this kind of work, and standing this stuff up because she thinks when she looked through the proposal, which she’s just been looking through, she even sees writing emergency plans and she doesn’t even know anything about that need. So she thinks that if what we're selling this on we’re in dire need of training our emergency communications center staff, that’s the stop the bleed and we need to first understand the timeline of when that's going to happen because right now, we don't have anybody to train so we certainly don't want to hire them on and have them just doing busy work, writing emergency plans, doing other things that isn't the urgent need and we need to understand what the timeline is. Then we bring someone in to do this very focused, set up a training program, get these folks through it, get us in a good space with a training program, while we are hiring a training coordinator and that training coordinator will inherit this great work that they do. She would feel much more comfortable if we were all on the same page with what the ask is and who is coming in to do it, versus just one person that you happen to know. Chief Brackney said part of it is to conduct a training assessment.

Mr. Leonard said he feels like a lot of this pivots on urgency and whether or not you believe this is urgent and what the consequences of that would be. He is not completely sure, but if our executive director we spent a year on recruiting feels that he's recommending that we spend our resources and this is an important thing to right the ship and gosh, we need stability, we haven't had stability for a long time, then he would go in that direction. One of the things Chief Baxter mentioned, was there testimony that we were going to hear from some other folks. Mr. Walker said it was suggested and he was going to come back to that before we finish, he knows times is an issue, but if the management board thinks that would be useful to hear from staff then he would ask staff that are here to comment on what their experiences are relevant to this particular decision. He would also ask Mr. Neulen what his professional opinion is on deferring until we meet next month is and is this so urgent that they should not wait till next month which would then put him in a position to call for a question today, or will we benefit from what he has heard from board members and actually structuring more information for consideration and action at the meeting next month. Mr. Neulen said we have to make a budget decision here in the next couple of days to know what to put into the budget. Mr. Walker said he sees the budget decision going forward for FY20 a little different than the more urgent conversation about using reserve money to pay for stopgap services between now and the end of the fiscal year. Mr. Neulen said correct, but if we're not going to look at a long term solution and are hiring full time folks to conduct training that will hinge on what we put in for the budget. He doesn’t want to wait until February. If his proposal for contract dispatchers wasn’t good enough at the last meeting and now this solution, which is a third of the price and the same cost as six months of overtime isn’t good enough, then he’s not sure how much effort can be put towards making a bunch of phone calls and see who else is out there because he did put a level effort into this. He would say if there's any staff that would like to chime in that would be helpful as well. Mr. Walker asked if there is staff here who'd like to take advantage of the opportunity to address the board about training needs. If you would identify yourself for the group, that'd be great.
Randy Garrett, Public Safety Communications Officer Senior, said he has been here for 19 years, in that time we have always been short staffed. It is more critical now for various reasons. There are people in there that have worked almost 1,000 hours of overtime last year. We need 12 people. If we have 100 applicants, we would not be able to offer 12 of those people jobs because we don’t have anyone to train them. That’s what it boils down to, we can’t do it. You can drag your feet, ask for more information, that does not solve the problem and the problem is that we need people in that room. Every single one of us here are totally burned out. It is a crisis. Chief Brackney said thank you for that and thank you for telling us what you’re feeling. As she hears you, the staffing is driving everything. She asked if he does any of the training. Mr. Garrett said he has spent six to eight months of training. Chief Brackney said is that full-time, that’s all you’re doing. So if she asks last week, in terms of your work time, how much time did you spend training. She asked if he was a supervisor. Mr. Garrett said no, there are supervisors, all of them train and there is also training officers. Chief Brackney said so the supervisor does the first level of oversight training for everyone if she’s understanding that. Mr. Garrett said no, it’s not like that. Chief Brackney asked who supervisors his training efforts. Mr. Garrett said his direct supervisor. Jan Farruggio, Public Safety Communications Supervisor, said she supervises him every day. She explained when a trainee hits the floor they are put with a training officer or a supervisor depending on whether we have staffing available to have a training officer on that shift. They monitor and train that person, minute by minute, hour by hour, as a supervisor at the end of the shift when the training officer does their paperwork on what that trainee did, she has to review it and make sure that she agrees with it. She has to monitor, depending on where she’s sitting in the room, how busy she is, how well she can monitor his training and the trainee. She not only has to supervise the floor and everything that happens on a day to day basis, but when there’s a trainee then she has the added responsibility of keeping an extra eye on what Randy is doing and how the trainee is doing and that’s on a day to day basis, while working a radio. She could be sitting on the City Police Department radio and getting her butt kicked and she still has to try to monitor the trainer and what the trainee is doing. The big picture is we are all burned out because of the training and because of the staffing. We have decreased our minimum staffing from seven to six in order to try to back off some of the overtime. Now you're going to throw in the stress of having someone that doesn't know what they're doing, and the liability that you have now incurred by taking that trainee and making them your responsibility that puts your stress level through the roof. So your burnout happens a lot quicker than just on a normal day-to-day routine shift. The problem is we are having issues not only hiring people, but retaining them through the training program. We have a training program in place we just don't have a training supervisor to manage that program. The program is there. She has actually been tasked and is doing that job as well as working the floor, managing her staff, working a radio, she is trying on a part-time basis to keep up and make sure that everybody’s qualifications and certifications don’t expire. If she can't get a class at the academy she has to try to find a class somewhere at another academy to get her staff to so that they don't lose their certifications. Chief Brackney asked last year approximately how many new trainees were brought on. Mr. Garrett said we had two groups of three, so six total and none of them are still here. Currently we have three trainees. Chief Brackney said so there are three new people that have been brought onboard and asked if two of them are the rehires. Mrs. Farruggio said there are four, we have the rehire of a
former employee who left for two months and came back. She is currently on daylight shift getting reacclimated. She will be going to midnight shift February 1. We also have a new trainee who has no experience and we had to put her through an express training program right now because we didn’t have the staffing to do the normal process. We have two trainees that were hired with previous experience, one from Harrisonburg/Rockingham and the other from Florida. Both of them are also getting the express training and they are doing rather well, they are both on midnight shift. Chief Brackney said she is trying to get a feel for, on a daily basis, because we keep hearing that supervisors are so burned out, because it's a constant training mode and there's no one really to do it. She is trying to get that feel for how many people we've actually put through to do it and what does that look like, and that then helps her get back to how much of overtime has been spent on training, to bring someone back in. If it is part of your daily, and she is not minimizing what you do, trust her, if it is part of your daily of what a supervisor does is that you supervise, you train, you work, all of us in that capacity, do all of those things. We don’t get to the opportunity to compartmentalize and say right now, today, I’m doing supervisory only. There is always going to be a blending and a fluidity to what our work product and our work day looks like. We are emergency responders that means there's nothing that's going to be standardized. So she was just trying to get a feel for what that has looked like over the past year that portion that has complicated the staffing shortages, so thank you for that. Mrs. Farruggio said it kind of ebbs and flows. It depends on how many people we can get in here and then how long they last. She can't lay a piece of paper with a number on it and hand it to you because it is different. Mr. Garrett added that a normal process is an eight week classroom. For those two groups of three, we did that twice so that’s 16 weeks. That means somebody has to come in and teach those classes. Chief Brackney asked if that was a combination of either on duty time or off duty overtime. Ms. Farruggio said what is happening is that because we're so short staff, there are certain instructors that only teach specific classes because they're the only ones that have that certification. If they are working the floor, then someone on their day off has to come in so that they can teach class and we have staffing on the floor. What we tried to do is with the eight week classroom part is schedule the instructors to teach on their days off so we didn’t have to hire for overtime for the floor, but you're still getting the same thing because our people are coming in on their days off and working seven to nine days straight. Chief Brackney said her final question is when did you run those two, eight weeks sessions, what were the start dates? Was it a January and then a June? Mrs. Farruggio and Mr. Garrett said they aren’t sure of the exact dates, but have the calendars. Chief Brackney said if the training was going on and it was done January to March and the second one from April to June, the June to December is what we are hearing is that the training is so critical, what was happening during the latter parts where it wasn’t a new class. She is trying to figure out what was the type of training that was being added on as an additional burden. Mrs. Farruggio said they were training on the floor. We have eight weeks of classroom training, they are in this room, or potentially, in our backup center on the CAD. After the eight weeks, they go to the floor with a trainer. Ms. Graham asked how many weeks is it that they are training on the floor. Mrs. Farruggio said it depends on the employee. We have certain minimum standards per CALEA that we have to have. As long as we do the minimums we can extend it, we had one trainee that was having some issues and we doubled her time because she was at the cusp, then fell backwards. We were trying to push these people
through to give them the opportunity to be successful and they were not. Sometimes the stress of working is not as bad as training because you’re trying to pull little tricks or things to help these people catch it and to get it because we’ve spent so much time and money training this person, we don’t want them walking out the door unsuccessful. The two classrooms are eight weeks but once the first group got out of the classroom, now they’re on the floor with a trainer. Then the second classroom started, so then we started all over again and then you have to put them back on the floor.

Mr. Garrett added that one of the reasons we are down 12 people is because if we open up a hiring process, we can hire four people because we have four shifts. It’s really difficult to train two or three people on a shift. This is where Mr. Neulen is saying we need hire 12 people but can’t do that because we can’t train 12 people. Ms. Graham said she heard something said about just certain instructors have specific certifications so will these consultants have those certifications and be able to teach those classes. Mr. Neulen said yes, the pros of going to a contract is that you have somebody that comes in and you don’t have all these people that have to be trained up. The amount of money we spend to send people to school, and to maintain certifications and have enough depth to cover four platoons 24/7 and cover the turnover is pretty significant. Chief Brackney asked if they identified their trainers? Who are the trainers so that we can look at their certifications or are they subcontracting? Mr. Neulen said he doesn’t know. Chief Brackney said those things are important because if they have to subcontract out then, we should be going with the subcontractor.

Ms. Graham said she is completely confused because the document states two sessions of three weeks, but she’s hearing staff saying it takes eight weeks. Mr. Neulen said this will allow staff to take care of the people. This document was given to staff, he realizes they want a process and a detailed report, but he chose to use this forum because he thought there would be some level of trust and confidence in the decisions he is making. He asked his folks, what they need him to take off their back. This is what they said would help them out so they can focus on their job. This is the document he chose to put that information forth, but all of our staff that have a stake in this were involved in putting this together.

Mr. Walker said this issue is getting a robust discussion. He asked if there was anything else that would further this issue before asking for consideration of the proposal. If so, he is asking for that now. Mr. Walker said he understands that there’s a distinction between the more urgent need to address the challenges for training within the department that exists right now, he is also very interested in understanding the longer term and how it is that we are going to move forward beyond this urgent need. He is supportive of and respects the role that the executive director plays in representing the interest of his staff and the performance that the staff have to have to take and make on the floor every day. He is going to support the recommendation from the executive director, understanding that this is taxpayer money and he does take that seriously, regardless of whether it is fund balance or not, but he will be looking for an effective reconciliation of the pilot so that the management board has an understanding did we get what it is that we paid for and will also be looking in a couple of weeks in the upcoming budget on how it is that we’re going to be looking forward long term.
whether it is some combination of a standup training division, contract or whatever the proposal is. He then entertained a motion to consider the recommendation and we will see if people vote their conscious and see how the vote turns out. **Chief Baxter then made motion that the ECC Management Board approve staff’s recommendation, seconded by Chief Eggleston.** The motion passed on a roll call vote.

**AYES:** Chief Baxter, Mrs. Beauregard, Chief Eggleston, Chief Lantz, Mr. Leonard and Mr. Walker

**NAYS:** Chief Brackney, Mrs. Graham and Chief Sutton

**ABSENT:** Mr. Haugh

Mr. Neulen said his follow-up question to the board is if he were to pursue adding a training coordinator or a training coordinator and assistant, those position have to be approved by the board and then have to be approved by the Board of Supervisors in April. We are going to be doing budget negotiations soon, can he put a figure in with the belief that this is a preferred solution since he has heard a number of you say that an organization this size, potentially going up 12 more people, rates a training coordinator. He would prefer to have a full-time training coordinator, although he does believe there is cost effectiveness to having a contract solution. He will put that in there as a needs assessment for the next meeting, but he needs the board’s feedback as to whether this is something worth pursuing. Chief Baxter asked if it would be an alternative to have the remainder of this fiscal year to evaluate this as a solution, in the meantime the county’s standard budget process will unfold. Would it be possible or reasonable to say “hold that thought” and potentially do it mid-year say January 1, 2020? Mr. Walker said we don't have a budget for that and we would have to put a placeholder in. Mrs. Beauregard said she agrees, she would say if you're a city of department to put a placeholder in for something, whatever that might look like; it could be positions, it could be doing some combination of a position and outside contracting, she has no idea what that number would be and if we would have to supplement it during the year, that could be something to consider. That’s what her suggestion would be if you were a city department. Mr. Walker said that’s a good suggestion, basically you would be bringing forward consideration of a training solution, without being specific of what that solution is. Mrs. Beauregard said if we have to approve positions, she doesn’t know how the County does that, it would come later as long as the funding was there to cover those position. Chief Brackney said she would be mindful when we talk about this is Albemarle’s hiring process; although the employees are embedded within Albemarle, it is the City of Charlottesville, it is UVA and Albemarle as well as the ECC that supports this, so we don't get to talk in a vacuum as though this is a decision that Albemarle gets to make, and then we all somehow absorb that, right. That's not a response because when we vote on a budget, because that's what she just heard, Mrs. Beauregard said, if this were the city this is how we would do it. Actually, we're all here representing each of our different. Mrs. Beauregard said she did not say what Chief Brackney said. Chief Brackney said Mrs. Beauregard said, if you were the city doing this, this is how you would do it, and she said, as our voices here we are the city and so we are part of it, of how this process goes. So when we vote on a budget,
there is a budget that is absorbed by three entities here. So she just wants us to be careful. Mrs. Beauregard said if the City were the fiscal agent, obviously she would, because they have to go through some budget process. That's just the way it is, the county is the fiscal agent, they don't go through the city's budget, but this board is obviously making decisions. She did not say exclude you all from making any decision at all. She was just giving Mr. Neulen and Mr. Walker advice on how to proceed to get a number so they can get their budget done. Chief Brackney said she just wants us to be mindful that when the budget is presented, that all of us have a stake in, that it is our constituents and our taxpayers that we are representing when we're putting a budget in. Chief Baxter said that is sole purpose of this board. Chief Brackney said she is clear on what the purpose is, she just wants to make sure that we're being very careful about our language that as this board is presented with a budget, what might that look like going back in terms of how Albemarle manages that, as the fiscal agent, that is all she wants us to be mindful and responsible about that.

Staffing Needs

Mr. Neulen said there was a lot of work done on this and hopefully this answers some of the concerns about processes because this was looked at by a lot of folks. At the last ECC meeting he identified six billets that he felt were critical: a Deputy Director, an overnight operations manager, two additional folks for the Office of Emergency Management, and two additional IT folks based on the workload currently and the projected workload that we would have to deal with due to projects that are on the slate right now for near and long term. He has backed off the request for the six billets due to fiscal concerns and timing, but there are two that he believes are critical at this moment right now and they are a deputy director position and an overnight operations manager. He doesn't really know why there was never an overnight operations manager, he would say that's as critical. There have been incidents here over the years, there's an expensive camera system in place, that's not what he would have done to answer the activities of one or two people because now we have punished everybody by putting a camera system in place. There is a lot of stuff that goes on at night, but there is a requirement for supervision 24 seven. Todd Richardson is our only operations manager, he's unable to do that. So he and Todd both try to stay and work a couple late nights or come in early morning to see what's going on but there's a disadvantage with the folks in the evening in terms of getting the requisite supervisory oversight and attention that they need. From a deputy director position, we have looked at the jurisdictions around us and there is a deputy in the majority of those organizations that look like us and those are ECC's that don't have the regional span that we actually have. So to ensure that we're serving three separate sets of stakeholders equally, he believes it needs additional staff within the organization in order to do this. A lot of the things that we're doing today in terms of setting up a training requirement to look at staffing, to look at operations, to look at how we are taking care of our personnel. We are an extremely flat organization based on all of his analysis and research for organizations that look like this. So he put a lot of effort into looking at every aspect of this organization currently, and what he projects the organization will look like and what it's going to serve for the City, the County and the University for the years to come and we definitely need additional staff in order to support what he believes is a critical mission.
Chief Brackney said just as a point of clarity, you're asking for a nighttime supervisor operations manager. So can you or have you, maybe she missed it again, we got the materials yesterday afternoon to go through. She has the org chart, but Operations Manager overnight shift, what is the current supervisory staff on nights. Mr. Neulen said there are a couple of them here.

Ms. Graham said on the org chart it shows Supervisor, but she doesn’t know what A, B, C and D are. Which ones are night shift. Mr. Neulen said C and D. Ms. Graham so two communications supervisors on night shift in addition to the communication officers.

Chief Brackney said her question is, when she was looking through the materials, and maybe you can point it out on page five of these materials, what is it that the overnight Operations Manager would do is one and she’s confused by we're punishing people by putting in cameras, what does that mean? Mr. Neulen said there have been incidents that he is not going to get into in this form that happened in the past and the answer was to put cameras up to watch our personnel and that's an environment he would rather not operate in. He would rather have somebody that is a leader, and that works with our people and takes care of folks to do that. Chief Brackney said her guess is you're going to be removing the cameras that are currently or have already removed the cameras. Mr. Neulen said he just used that as an example. If we had an incident, he would have put somebody in charge at night, whether it came out internally or not, he would have put somebody in here to figure out what's going on, what is the bottom line and how did we get to where we're at.

Chief Brackney said she is trying to figure out what the Operations Manager would be doing, she asked Mr. Neulen to tell her what that person would be doing that would be different than a supervisor. Mr. Neulen asked Mr. Richardson to advise what he does day in and day out. Mr. Todd Richardson said he handles daily floor personnel issues, monitors QA/QI process, some of the training, FOIA’s, research requests from the Commonwealth Attorney’s office, he will help on the floor if there are shortages or we get really busy and need help. If they have questions, they have certain incidents that the supervisors don't feel comfortable making decisions on, he is another level for them to go to to make that decision. It’s like if the City Sergeant on the street has a question that he needs to run through his lieutenant, it’s kind of the same. Chief Baxter said so you’re a Shift Commander. Mr. Walker asked what the shift commander is. Chief Baxter said it's like the Battalion Chief that is on duty right now for Charlottesville, they are responsible for everything that happens. They are the stop gap for everything that happens.

Chief Brackney said so you are asking for a full time employee and in terms of full time supervisor, there needs to be some layers where there's someone who has the authority to make a decision is what you're asking for beyond the first line supervisor. She asked Mr. Richardson if his position is the second line supervisor or the first line supervisor, that is the person who's immediately overseeing everyone, you're that person who oversees the supervisor. She asked if you have one of those on day shift and night shift so what would be
the difference between having one on day shift and why is there no need for the pm shift to have one or the other ones to have it. Chief Baxter said that is the ask. Chief Brackney said you have four shifts, she is guessing one of them is a knockout shift where it overlaps the other three. Mr. Richardson said they all do 12 hour shifts. Chief Brackney said so you just want coverage and asked Todd if he does 12 hour shifts as well. Mr. Richardson advised that he works 10-hour shift from now. Chief Brackeny said so the second person would do 10-hour shifts. Mr. Neulen said something of that nature. Chief Brackney said so you are asking for two levels at Mr. Richardson’s level or two persons. Mr. Neulen said yes, he is asking for another level at Mr. Richardson’s level.

Chief Brackney said her other question was the deputy director position. Again, she’s trying to figure out what the deputy director would do, because it says very vague things like critical to address the chronic shortage of dispatchers. She asked if they are doing recruitment. She thinks she would need more information on what this position would be, how that might be. In other words, so what is the real cost of that. It's not enough to say, for this six month period, what does that look like in terms of salary moving forward, their area of responsibilities, where’s those redundant areas you’re looking to fill for when you’re absent versus those responsibilities that they would hold independently every day. So without having any of that information, she wouldn't look at it and try and vote on it right now, she doesn’t have enough information to do that. Also, her concern is that within the first 30 days, this is something you had identified as a need and if she remembers correctly, Mrs. Graham had said she doesn’t know how you get to this after 30 days of saying, here's every single one of the needs. For her, she would just need more information long term and what the long term cost would be. What might that position be, if this is someone who's coming in at $100,000 a year, benefits, how does that add to our budget, and then adding to our budget for another training coordinator. What does that look like? Now adding another full time employee and what does that look like. How is that really going to impact our budget. Without saying yes, she would need more data and information as to how all of these will impact our FY 20/21.

Ms. Graham asked who is in the Public Safety Training and Accreditation Supervisor position. Mr. Neulen said we have a part-time dispatcher that is in that position. Ms. Graham asked if it is a full-time position. Mr. Neulen said it is not, it is something he would like to make full-time. Chief Brackney said so you may not have to create another position, you may have a dispatcher who can then either be full time or become your training coordinator. Mr. Neulen said he still needs that person to do accreditation, the CALEA piece takes up most of that individual’s time. Mrs. Graham said part-time.

Chief Eggleston asked if Mr. Neulen anticipates, in addition to these positions and the training coordinator, any other positions for the FY 20 budget. Mr. Neulen said no, not for the FY 20 budget. Chief Eggleston said so really this is just asking for these earlier with anticipation that they would be approved in the FY 20 budget. Mr. Neulen said it would be contingent upon that, if we get approval on that, then he can put that figure in there. To answer Chief Brackney’s question, it would be a salary between the operations manager and himself, which is about a level 22 within the county. He thinks the figure would be low 100’s in terms of salary
and full time benefits the same as anyone else. Mrs. Graham asked if Mr. Neulen has anyone in mind for that position. Mr. Neulen said from the Operations Manager, he thinks we would look in-house because the job description says someone with knowledge and experience of the County, City and University. Mrs. Graham asked what about the Deputy Director position. Mr. Neulen said we would have to compete it out and advertise for it. The idea would be that the deputy would be more technical centric, and that would answer Chief Brackney’s concern that she had when they talked, where she believed that he did not have the technical experience to run as the director. So he thinks this would be a compliment to having someone in place that could look at all the technical aspects and the IT infrastructure of the radio system and all that stuff. That’s how the proposed PD is written for the deputy director.

Mr. Walker said he will share with the group what he shared with Mr. Neulen; the dilemma from his perspective, and the City and University have of similar as well as their own concerns, but his is that of timing of approving a mid-year employee ahead of any action by, in his case the Board of Supervisors, to approve the budget request from the management board. It just leaves us, if someone is hired in these positions, in a very precarious spot to potentially then not have funding approved to support them going forward after July 1st. If this is a county position, which clearly the decision is made by the management board and he wants to reflect the sensitivity of that issue, but if this were in some other department, that conversation with our Board of Supervisors would have to include their understanding that they would be seeing it and supporting it within the succeeding fiscal year budget. It’s a little different here, just because you don't have that same expectation of having a conversation with our elected body and he would imagine that the University and the City are in similar spots. He does support the need for these positions, he thinks that creating this type of leadership and management depth is essential to the ongoing high functioning of the department. He is concerned about the timing of using one time money to get the positions filled not knowing whether they’ll be supported in the long term with the budget. This is consistent with the conversation he had with Mr. Neulen. Mr. Neulen said this is contingent upon that, so the idea would be that the ECC Management Board approve these positions contingent upon the Board of Supervisors approving our budget for the next fiscal year. So if we get approval, then we will put that into the line item for the budget on those two salaries and then if the budget is approved with those included, then we would go ahead as soon as mid-April, and be able to advertise for both of those positions, and hopefully get them on as soon as possible. Mr. Walker said he could support that as long as we’re not funding the positions in the current fiscal year. Chief Eggleston said if we do it that way, then we can make a decision in the context the entire budget.

Chief Brackney said to address the directors point, and again, she will go on record, her dilemma is this, when we discussed what we needed as a director the advertising and what went out was we needed someone who had those kinds of technical backgrounds in dispatching ECC, being able to speak with some authority around the issues of a communications center and she expressed that from the very beginning. She now feels like we have to hire a person to do the job that we advertised, and this is not a slight to Mr. Neulen’s skills and abilities around the organization, but if we have to now hire a person to do the job
that we advertised for the first time around, she actually said, this is what was going to happen, we're gonna have to hire somebody. She would have to think about this more intentionally, about how this person fits into the role in terms of the IT, the training, the trouble and the constant issues we're having with New World, our learned systems, is that the person we're trying to get with some expertise in that, as well as the IT and technical portions with dispatch and how a communication system works. She wants to know specifically when we say IT, what are they addressing in terms of IT. Mr. Neulen said we made this PD a little heavier on IT specific experience than the Director’s PD, not to say that this person would have IT as his or hers full-time position. The idea is to get a deputy, just as everyone in this room has a deputy, or the majority have a deputy or an assistant chief, to be sure that there's continuity, and he has got somebody working with him on all of the strategic issues that we have here. The idea is to make it with someone with a little bit more technology experience, so that person would complement him as we move this organization forward. Mrs. Graham said none of that is in the job description requirements.

Chief Eggleston said this person would be more focused on operations which leaves the Director to be more strategic. Mr. Neulen said operations from a day-in to day-out. We don’t have the candidate but would obviously try to select the best candidate, and then he would work with that person to find out how we best balance the needs and requirements; would they take training or would he take training, which one would take operations, but the focus would be trying to find someone with more of a technology background to be sure those issues are addressed. Mr. Walker said in his 28 year career when he has hired a department director, been a city manager or been a county administrator, hired a number two or he’s been number two as he is right now, that the responsibility for all aspects of that job is resident within the highest level of authority, with the director, but the filling of the position of number two should be done with an eye towards how you best compliment skills, experiences, knowledge background, so that you’re getting the best of the blend of those two skill sets or experiences. That's just been the approach that he has always taken and he thinks that is a responsible way to approach it. Mrs. Graham said she thinks that is true and will expand that a little more and say that she would say that the director is often times more strategic and so one of the questions that she has, rather than us answering all of these four agenda items is where are we, in terms of strategic planning and outlining what it is we are going to ask for in FY 20 and FY 21. She and Mr. Neulen have had a number of interactions since our last meeting, none of this came up during those, none of information about reaching out to a consultant or he is having trouble finding someone to do training. She is just really concerned about where we’re going strategically, and she gets it; she was hired into a brand new position and had to build it from the bottom, they are about three months deep into strategic planning right now. She is just going to say that she’s concerned and she would feel much better and much more comfortable if she knew that we were collectively working on, if this is such a dire situation, which she’s heard more than one person say, that we were collectively meeting and hashing out what are we going to do about the strategy to get this up to par, so that we move together as one unit and one group rather than getting surprised on a Monday with yet another consultant request. Yesterday when we got the materials for today, that's the first she had heard of a second request to hire another consultant. Mr. Neulen said he fully agrees and he believes a number
of folks he has talked to have said they want to meet more frequently so we can get to a strategic plan and develop that out and we can have more transparency. Mrs. Graham said she and Mr. Neulen have had two meetings together and that was never brought up. Mr. Neulen said that was because Mrs. Graham wanted to know about calls for service and that's what they focused those discussion on. Mrs. Graham said this job description doesn't reflect what you said a moment ago, it does mention IT in here, and in terms of the education experience, knowledge, skills and abilities, that are required for the person to be hired, that's not outlined in here. Mr. Neulen said this looks close to pretty close to what the directors PD looks like. There's not going to be a 10 page document on what the position description looks like for the director. He's used the other examples for that, just think what a deputy would look like. You all have deputies in your department and he's asking for deputy so he can get to a five year plan, he can come up with a strategic plan and put that together because right now, he's doing it all himself.

Chief Brackney said she hears Mr. Neulen and she hears his frustration, but she thinks also, what the barrier to all of us being successful is and if she think she hears what Ms. Graham is saying, when we find out about the $600,000 consultant Mr. Neulen wants to bring in, it’s put to us literally as we walk through the door that day, we get these materials, she hears Ms. Graham and she would think as a director, you would want to say here's at least where I believe this agency is going and here's how this training coordinator fits into it; this is how you think the director fits into this; this is how the position that you're asking for Operations Manager fits into it; this is how all these things fit into it. She keeps getting mosaics, this is just thrown out here and here's one more thing you’re wanting and she doesn’t see a vision for how all of these things are going to get us to some goal. So what she’s asking is the question she asks at every one of her community meetings, with a deputy director in plain clear language to her, what problem are you attempting to solve, how this director gets you there, and how will you know you've been successful with this position. So if you said, based on our strategic plan, this is a gap that we’ve identified. She keeps hearing nothing about the assessments that have been done over the organization or the needs for this. It is just here's the need and you want us to say yes to it and not supporting you is very different than asking you questions. She trusts that Mr. Neulen has great leadership skills, he comes from a background where that is a premium, but what she’s saying is, because he comes from that background does not mean we just say yes to everything. We have to ask him some real intentional questions and he has to be comfortable answering them. When any of us are questioned, she’s questioned daily as the police chief, that's our job is to question him to say, are we doing everything in right and decent order and are we doing it in a way that gets us to our end goal. She doesn’t even know what our goal is right now, again, in what we're trying to do. She knows we have some staffing needs, those are immediate, there is no pushback from a single person she believes in this room. Your people are tired, they are exhausted, they are trying to do exactly and be creative, the exact same way we’re trying to be creative with our shorts. Not every one of us has a second, she does not have a deputy currently. There is a position for it, but she doesn’t have one right now because there has been not enough of an organizational assessment to determine what that deputy would do, or is she just filling a position or creating a position, so that's what she’s asking of him as well. Tell her really what gets us to where this is the
organization that you need to be. Where she would consider a consultant is bringing in a consultant to help do a strategic plan to get you where you would need so that we have some real information about where you’re trying to go. She would go yes for a consultant. Mr. Neulen said he agrees. Chief Brackney said it could be a consultant that we do something more than that, could we put that out there, because there are a lot of people who do strategic planning. Mr. Neulen said that will be his next ask. Chief Brackney said that probably should have been his first one, but we can think about it. Mr. Neulen said he believes all the questions Chief Brackney is asking right now are answered in this document, he is looking at the current situation and the future situation and he’s saying that one person in the top position cannot do this. Last year, this organization remained stagnant because somebody was promoted two positions to be the acting director when he was told he would only be doing it for a month and he did it for a year. That is poor planning when it comes to how we’re going to carry an organization across. Chief Brackney said Mr. Neulen just really proved her point for why we need a strategic plan before we start putting all of these things in place. She asked if we are looking to vote because we have time constraints.

Mr. Walker said he wants to understand what the timeframe for the management board submitting a budget to the three jurisdictions is. Mrs. Preddy said she needs to get it to the County’s Office of Management and Budget by the end this week, and she needs to meet with the Budget and Finance Committee, she knows Ms. Graham will be out of town in January so she was looking to do that next week or early February. Mr. Walker said understanding that it is a lot easier to remove items from a budget request than to add items to a budget request, he would suggest these positions be included going forward, recognizing there's not enough information right now to ask for support of the management board for the FY 20 budget, that’s just a suggestion. He would also suggest that there be some work that staff does, Mr. Neulen in particular, to identify resources for a strategic planning effort going forward, again that’s a suggestion for the group. The result would be that for further consideration the ECC budget would include the three positions so that then that information can go to three jurisdictions for processing that way we’re not adding them later if we decided to do that. Ms. Graham asked why there’s such a rush on it for further consideration, what does that mean. Mr. Walker said he can speak for the County’s processes that they have pencils down for January the 29th and so that then feeds into the County Executive’s recommended budget to the board in February. We won’t meet again between now and that timeframe, so either we are including it in the information that goes to our budget team so that they can submit it for consideration by the County Executive or they’re not for FY 20. Mrs. Beauregard said that’s the same for the City. Mr. Walker apologized and said he is not familiar with how their process works. Ms. Graham said they are already past that stage.

Chief Eggleston said he agrees with what Mr. Walker just recommended; however, he would say before, and he’s totally in support of strategic planning, but what he’s hearing is we need to provide some stability before we can allow people to engage in long term. If we were to do that now, he’s afraid it would be fruitless, so let’s provide that stability first, and then let’s look at long term strategic planning, get the right people in place, get the staffing levels up, get
some stability in here, and then look at supporting the long-term. Mr. Walker said getting the resources for it now for FY20 put us in a position to not be waiting but so long to tackle that.

Chief Brackney asked before we say yes or no to this, do we have a build out of the approximate costs for all of these positions for us to say what that might look like in the budget, are we looking at another half a million dollars that is added. Mr. Neulen said we took a figure of about a third of what we believe the cost would be for those positions for this fiscal year. Chief Eggleston said it looks like a full-year cost of about $200,000 for those two positions. Chief Brackney said there is also a cost to upgrade a position downstairs as well. Mr. Neulen said right now we have two part-time employees filling two full-time positions, so the money is already there, we are just asking to take that money to pay for this position to go full-time. Chief Brackney said so we are just requesting a modification of the budget and not a reclassification of positions. She asked if the two part-time people are filling and operating in full-time positions we currently have. Mr. Neulen said yes. Chief Brackney asked if the request is for them to be upgraded to fulltime employees. Mr. Neulen said no, they have no interest in going full-time, but we have the money available to cover the position. Ms. Graham said Crystal is part-time correct. Mr. Neulen said yes. Ms. Graham asked if she is 0.5 or 0.75. Mrs. Preddy said she is 0.75. Ms. Graham said then we have Carolyn who is at 0.75 and we want to move Carolyn to 1, so we are really at 1.75. Mr. Neulen said correct. Chief Brackney said so do we have, because if we are being asked to hold this as a holding place in the budget, at least before she says yay or nay to any of this with that might cost us because if we say yes let’s place this or hold this in the budget, and then we find out this is total with fringe benefit and salaries, we’re looking at $300 or $400 thousand, that is a very different yes to put as a holding in our budget or as an approximate. That’s what she asking. Ms. Graham said yes, she thinks that number is really important. Mrs. Beauregard said she thinks it is about $200,000 spread out amongst the three positions, depending on what the formula is for a full fiscal year. Chief Brackney asked does that also include, because ECC is considered Albemarle employees and are part of that step for public safety, if they start on July 1 and there’s a new step increase because you have these mandatory steps. Mrs. Preddy advised that these positions are not included on the public safety payscale. Chief Brackney said so it would cost about $200,000 a year. Mr. Walker said that does not include a training position that was contemplated in the previous discussion. Chief Brackney said so we are at about $350,000 added to the next budget. Mr. Walker said it is a big lift. Chief Brackney asked Mrs. Beauregard what the City’s percentage is.

Mr. Leonard said he agrees that the strategy is important, but he also agrees with the stability component just to kind of get flush and stable is incredibly important. He doesn’t fully understand the financial piece and he doesn’t know how exactly that gets flushed out. Just on the surface, the proposal for the Deputy Director seems sensible, if nothing else, what are we going to do when we run Mr. Neulen out of town, half joking, and Mr. Richardson took over last time and that endured for a year so he think it’s strategical from a strategy position, it would be a good thing for us to have a Deputy Director.

Ms. Graham said she thinks it is more than $250,000 because if you are looking at $50,000 for two and one-half months it’s really closer to $300,000 for those two positions. The $250,000 is
for the two positions without the Deputy Director. Chief Brackney asked if the figures include fringes. Mrs. Preddy said yes. Chief Brackney said if you are looking at $30,000 a piece per person for just two months, adding those full-time and adding a deputy director and a training coordinator we are not at $200,000. Chief Eggleston said he thinks that is why we need to see it in terms of the context of the budget and all of that will have not only the short term, but the long term financial impacts and we will have a better idea of what the budget will be. Chief Brackney asked if we can get that sooner rather than later and what she’s asking for is, if she’s got to go back as a representation and she’s sure Chief Baxter and Mrs. Beauregard have the same, if we’ve got to go back and say to our budget people because our budgets have already been submitted for FY where would this money come from. She asked if the City is expecting that they may have to come up with another $100,000 for, she hates to say this, County employees, whether we like it or not, because that’s how they are couched is as County employees. We still have to remember there’s optics to all of this, whether we like it or not. Mr. Walker said Chief Brackney creates some of those optics by the way that she characterizes them as County employees. Chief Brackney said you all said this to us at the last meeting. Mr. Walker said yes, by the agreement, they are treated as county employees, because the County agreed when the agreement was established to assume that responsibility. Whether the County is actually compensated adequately for the cost of all of that responsibility, he does not know. His view is if the management board supports the need for these resources in order to advance the interests of serving 911 delivery to the region, then the management board is going to take a vote to include that in the budget, and then each of the jurisdictions are going to decide whether they support it or not. Chief Brackney said that’s correct and that’s what she just said to Mr. Walker is that she said as a representative of Charlottesville, we still have to remember there are optics to this, that if she says we need to look at our budget, the City of Charlottesville’s budget as to their costs of this, she thinks herself, Mrs. Beauregard and Chief Baxter would be irresponsible not to at least go back and say, here’s the number that we’re looking at to get some direction from our City Manager, or Interim City Manager as to how we might vote and that’s why we are asking for numbers. Mr. Walker said they have to do the same. This challenge for us, as many know, plays out in many of our regional relationships, Juvenile Detention, Regional Jail and Library. Everywhere, where we have decided as a region that it is more cost effective for us to deliver services coming together and very seldom is it easy or clean. Chief Eggleston said in this case, doesn’t the Chair, Vice Chair sit down with Executive Director and vets it first before it comes before the board. Mr. Walker said he doesn’t recall the process. Mrs. Preddy said it is the three highest levels of each jurisdiction. Chief Eggleston said so that way there is representation from City, County and University. Mr. Walker said so it would be Ms. Graham, Mrs. Beauregard and himself.

Ms. Graham asked if anyone else took the time to look through the other org charts that were provided. Chief Brackney said she had, but her concern when she looked at the other charts was who were comparing ourselves against and the number of level of employees that they oversee. Ms. Graham said she thinks it’s also important to note that when we say things like the majority, it’s not really the majority that have these same positions.
Mr. Walker said the question on the table is, is there enough support to include this in budget that the management board will see without committing to a decision at this point. Mrs. Beauregard said she suggests we just build it in and we will sit down and look at it. She needs to see the big picture, Police and Fire want her to treat their budgets fair on the City side, she needs to look at the big total picture. Ms. Graham said if we don’t do it now then we’re waiting until FY 21. Mr. Walker said that is correct. Mrs. Beauregard said we need some answers soon, so that we can put it into the City’s processes. Ms. Graham said so we are voting on further consideration. Mrs. Beauregard said the board is asking them to build it into the FY 20 budget, and then we'll sit down and look at the big picture in terms of the budget, including the positions of how they fit in, so she would support that. Mr. Walker said better safe than sorry. Chief Eggleston asked if they are asking for a motion. Mr. Walker said he doesn’t think that’s necessary, he doesn’t want to create an expectation somehow we are voting on something that really hasn’t been voted on, so let’s include it in the budget submission.

CLOSED Meeting

Mr. Walker asked if we have time for closed meeting or not. Chief Brackney asked how quick might the closed meeting be. Gerald Smith said he would say no we don’t have time because he has heard other folks that have time constraints and its possible it would be a lengthy decision. Chief Brackney asked if it is possible that we go into closed to find out what it is staff wanted us to discuss and then if we say there’s not enough time, because otherwise she doesn’t know what might require a lot of time. There may be something introduced to us that we say, we need to schedule a meeting or we need some information because she doesn’t even know we might need to be supportive of. Mr. Walker said that’s fair, he would ask is this timely or can it wait until our February meeting, the primary interest in this special meeting was for the staffing issues. Mr. Smith said with that being said he thinks it can wait, they had their meeting yesterday morning and some other issues came out of that meeting, staff was going to ask for thirty days to present more information. Mr. Walker asked if it would then benefit to wait. Mr. Smith said yes. Mr. Walker asked if that is satisfactory to the group. Everyone concurred. Mr. Walker said we will have this for closed meeting at the February meeting. He also doesn’t want to forget that we agreed to have a conversation about meeting frequency.

Chief Baxter said he would also like to go back to something that was raised a few meeting ago about creating a different structure. Meeting times he thinks we need to address, and that has changed over the history of this board, but he thinks we need some structure added to the board to provide some work beforehand to answer questions and provide support. In his view, to be frank, we are not functioning effectively as a board right now. Whether or not we do a retreat or not, at a minimum he thinks we need to emphasize what is clear to him from the folks that do this work, data or not, respectfully this place is in a crisis situation. We’ve got to figure out some ways to create some structure that provides support, that gives us the information that we all, each as individuals, and as board members, feel that we need. He is not so sure what that looks like, whether it’s a couple of subcommittees that want to get started to envision what a strategic planning process should look like for and ECC and one that’s
focused on operations and he’s not sure what that looks like, but he thinks we need to give that some thought before next meeting.

Ms. Graham said being in a position where she has to provide materials to boards that are weighing in on her decisions quite heavily, she would not be successful in her job if she gave them materials the day before the board meeting. It wouldn’t happen. Mr. Neulen said he apologizes for that, he has been in react mode because he doesn’t have a deputy and he was working on all this paperwork up to the last minute. Ms. Graham said she wouldn’t be offended if they told her no of every single thing she asked them for if she gave them her board materials the day before. Let her do that to the Board of Visitors for the University of Virginia. Chief Baxter said to be fair to Mr. Neulen, what Ms. Graham came into, with respect, was not an institution on fire. So there’s stability in a way that, correct him if he’s wrong, that she is dealing with that Mr. Neulen is not dealing with and that is as a result of the structure and the process and the history of this board as much as it is of whoever is sitting in that seat, whether it was Mr. Richardson before, Mr. Neulen, or Mr. Hanson before that. He’s not being critical of any individuals, but the problems that we’re facing right now are outpacing our ability to function effectively, some of that is structural, some is historical, some of it is personalities, some of that’s our own histories, but we’ve got to wrap our arms around that before we’re going to be effective as a regional body. Ms. Graham said she goes on record as saying yes or no to decisions and she can’t make $200,000 decisions with getting the materials the day before especially when she has as many questions as she had. Chief Baxter said that is what he’s talking about is the process, we’ve got to institutionalize some processes that heretofore has never been. Chief Eggleston said he thinks we could benefit from a retreat. He doesn’t think this board has ever looked at our functions since established. He thinks we could really benefit, whether we form subcommittees or whatever the form may be, he thinks it would be time well invested. Mrs. Beauregard said she is happy to help with that. She remembers before the holidays, she and Chief Baxter talked about that, because she think there’s some foundational work that needs to be done and having sat on the board for a while now she’s seen how we’re kind of morphing into something different, which is good, she totally supports where we’re going, but she thinks we’re having a hard time figuring out what that looks like. So she thinks having a retreat and figuring out if we need subcommittees, what we are expecting from Mr. Neulen, what are we expecting from folks and from ourselves too and what that looks like. She thinks we can put together and structure something that would be really beneficial for our group and give us that some goals whatever that might look like, moving forward. She thinks that would be great and it would be even better if we can wait until after the budget. Chief Eggleston said it would also be nice if it was facilitated with someone who's used to working with boards. Mrs. Beauregard said the City has someone on contract that they would be happy to offer up, and the County probably does to, that works with boards if she’s available. She is happy to help do that if she gets some other people to help. Mr. Walker said he is receiving this as an issue to pursue, he is not hearing anyone saying they don’t want to spend some time focusing on ourselves, our structure, our future and using some facilitated help to do that. He is assuming that silence is support.
Adjourn

Mr. Walker said if there is nothing else for the good of the order, thank you very much for the very engaged conversation today; we are adjourned. The next meeting is February 19th, at ECC at 2 pm.
To: ECC Management Board

From: Gabe Elias, ECC Systems Manager

Date: February 19, 2019

Subject: Consent Agenda Item – Sugarloaf Lease

Attached to this memo is the final draft of a lease agreement between the ECC and American Tower Corporation (ATC) for ground and tower space at ATC's Sugarloaf Mountain site in Nelson County. Technical appendices are not included for clarity and operational security.

The site is part of the overall design of the P25 regional radio infrastructure project, and is critical to improving radio coverage in southern Albemarle County.

The draft was negotiated over several months with direct and continuous involvement of the County Attorney’s Office as ECC counsel.

Initial funding, $45,000 per year with a 3.5% annual escalator, will be provided by the P25 Project, with an intended transfer into the operational radio infrastructure budget no earlier than fiscal year 2022 (FY22) unless otherwise directed.
LICENSE AGREEMENT

This LICENSE AGREEMENT ("Agreement") is entered into as of the latter signature date hereof ("Effective Date") by and between ATC Sequoia LLC, a Delaware limited liability company, with a place of business at 10 Presidential Way, Woburn, MA 01801 ("Licensor") and Emergency Communications Center, with a place of business at 2306 Ivy Road, Charlottesville, VA 22903 ("Licensee").

I. TOWER FACILITY INFORMATION:

Site Name: Sugar Loaf Mountain (ARP) VA
Site Number: 417040
Address and/or location of Tower Facility: Unnamed Road, Lovingston, VA 22949-2433
Tower Facility Coordinates: Lat. 37° 46' 56.899" N37.78247200 Long. 78° 49' 15.2" W-78.82088900

II. NOTICE & EMERGENCY CONTACTS:

- Licensee’s local emergency contact (name and number): ECC Shift Supervisor (434) 977-9041.
- Licensor’s local emergency contact: Network Operations Communications Center (800) 830-3365.
- Notices to Licensee shall be sent to Licensee’s address above to the attention of Gabe Elias (Radio System Manager).
- Notices to Licensor shall be sent to Licensor’s address above to the attention of Contracts Manager.
- Licensor’s Remittance Address: American Tower Corporation, 29637 Network Place, Chicago, IL 60673-1296; all payments shall include a reference to the Site Name and Site Number as identified above in Section I.

III. PERMITTED USE OF TOWER FACILITY BY LICENSEE:

Transmitting and Receiving frequencies: See Exhibit A for specific frequencies.
Antenna mount height on tower: See Exhibit A for specific location.
All other permitted uses of the Tower Facility including Licensee’s Approved Equipment, and the Licensed Space are further described in Section 4 of this Agreement and Exhibits A and B attached hereto.

IV. FEES & TERM:

Annual License Fee: Forty-Five Thousand and 00/100 Dollars ($45,000.00), increased by the Annual Escalator on the first anniversary of the Commencement Date of this Agreement and each anniversary of the Commencement Date thereafter during the Term (as defined in Appendix I).

Annual Escalator: Three and a Half percent (3.5%).

Application Fee: N/A

Relocation Application Fee: N/A

Site Inspection Fee: $1,500.00, one-time fee.

Initial Term: A period of ten (10) years beginning on the Commencement Date. The "Commencement Date" shall be the earlier of: (i) the date of Licensor’s issuance of a NTP or (ii) February 1, 2019.

Renewal Terms: 3 additional periods of 5 years each.

Connection Fee (as described in Subsection 5(b)): N/A

Electricity for operation of Approved Equipment is to be provided by (check one):
Licensor, with the cost of such electricity to be paid by Licensee at the initial rate of $______ per month (“Utility Fee”) subject to adjustment pursuant to Subsection 5(b), OR
Licensee, at its sole expense.

V. TERMS & CONDITIONS:

The attached terms and conditions are incorporated herein by this reference.

VI. OTHER PROVISIONS:

Other provisions: (check one): □ None ☑ As listed below

A. Notwithstanding anything to the contrary in this Agreement, the offer expressed to Licensee in this Agreement shall automatically become null and void with no further obligation by either Party hereto if a structural analysis of the Tower Facility completed after the execution of this Agreement by Licensor but before the commencement of the installation of Licensee’s Approved Equipment indicates that the Tower Facility is not suitable for Licensee’s Approved Equipment unless Licensor and Licensee mutually agree that structural modifications or repairs shall be made to the Tower Facility on mutually agreeable terms.

B. In no event shall Licensee’s use of the Tower Facility, or operation of any of its equipment thereon, be conducted in a manner that interferes with Licensor’s lighting system located on any of the towers, building systems, or, in the event that Licensee’s equipment is installed on the rooftop of a building, with equipment of any kind used by building tenants who are not tenants of Licensor. In the event that such interference does occur, and to the extent the interference is attributable only to Licensee, Licensee shall be responsible to reimburse Licensor for any and all costs required to modify and/or upgrade Licensor’s lighting system, to comply with all necessary FAA/FCC regulations, as a result of said interference.

C. The “Rider for Verizon Subleased Sites” attached hereto is hereby incorporated into this Agreement in its entirety and the terms and conditions contained therein shall supersede any contradictory provision in this Agreement.

D. Licensor expressly acknowledges that Licensee is a public body that provides communication capabilities to regional public safety entities and first responders. Any interruption in service or optional termination of this Agreement will be detrimental to crucial service to the citizens, residents, and visitors of Albemarle County, Virginia, Charlottesville, Virginia, and the University of Virginia. Licensor must provide reasonable written notice as soon as conditions are known that make likely the interruption of service or an optional termination of this Agreement in favor of a third party.

E. Appropriated Funds. In the event that no funds or insufficient funds are appropriated and budgeted in any fiscal period for payments pursuant to this Agreement, Licensee shall immediately notify Licensor in writing of such occurrence and the Agreement shall terminate on the last day of the fiscal period for which sufficient appropriations have been received and made without penalty or expense to Licensee. Notwithstanding the foregoing, the effective date of any such termination shall not pre-date receipt of the notice of such termination by Licensor from Licensee.

F. Tower Climbing Restriction. Licensor and Licensee agree and acknowledge that, in consideration of Licensor’s acceptance that Licensee shall maintain an umbrella policy at a reduced amount of no less than Three Million Dollars ($3,000,000.00), Licensee shall not climb the tower for any reason whatsoever, and Licensee’s maintenance of Licensee’s Equipment shall be limited to equipment located on the ground or in Licensee’s shelter, if any. Licensor and Licensee further agree and acknowledge that any and all contractor/subcontractors engaged by, or on behalf of Licensee, in accordance with Appendix II herein, shall not be permitted to perform any work, maintenance, and/or repairs to Licensee’s Equipment located on the communications tower absent proof of maintaining insurance limits meeting those set forth in Appendix II attached hereto.
G. Notwithstanding the foregoing, Licensee’s pro rata share of costs and expenses pursuant to this Section 7 and this Section 5(c)(i) shall not exceed an amount equal to One Hundred Fifty and 00/100 Dollars ($150.00) per annum.

[Signatures appear on next page]
IN WITNESS WHEREOF, each Party in consideration of the mutual covenants contained herein, and for other good and valuable consideration, intending to be legally bound, has caused this Agreement to be executed by its duly authorized representative as of the day and year written below, provided, however, that this Agreement shall not become effective as to either Party until executed by both Parties.

LICENSOR

ATC Sequoia LLC, a Delaware limited liability company

By: ____________________________

Print Name: ______________________

Its: _____________________________

Date: ____________________________

LICENSEE

Emergency Communications Center

By: ____________________________

Print Name: ______________________

Its: _____________________________

Date: ____________________________
1. DEFINITIONS.

Capitalized terms defined in the body of this Agreement are indexed by location in Appendix I attached hereto. Capitalized terms used in Agreement but not defined herein are defined in Appendix I.

2. GRANT OF LICENSE.

Subject to the terms of this Agreement, Licensor hereby grants Licensee a non-exclusive license to install, maintain and operate the Approved Equipment at the Licensed Space. All Approved Equipment shall be and remain Licensee's personal property throughout the Term of this Agreement. Licensor shall maintain the Tower Facility in good order and repair, wear and tear, damage by fire, the elements or other casualty excepted. In no event shall Licensee’s license as granted herein include rights to use the air space above the Approved Equipment, and Licensor reserves the right to install, construct and/or operate additional improvements or equipment of Licensor or others above Licensee’s Approved Equipment. If applicable, subject to any limitations contained in the Ground Lease, Licensor grants Licensee a right of access to the Tower Facility 24 hours per day, 7 days per week during the Term. Licensor grants Licensee a designated location for the installation of Licensee’s utilities over, under or across the Tower Facility (collectively, “Easement”). Licensee shall be responsible for any and all Damage or loss that results from the installation of any cables or utility wires by Licensee or any company or person retained by Licensee, including, without limitation, any damage or loss that results from the accidental cutting of utility wires or cables of any other party operating at the Tower Facility. Licensor shall provide Licensee with one set of keys and/or codes to access the Tower Facility. Licensee shall be responsible for ensuring that Licensor has, at all times, a complete and accurate written list of all employees and agents of Licensee who have been provided the keys or access codes to the Tower Facility. Licensor shall have the right to continue to occupy the Tower Facility and to grant rights to others to the Tower Facility in its sole discretion. Licensee shall have no property rights or interest in the Tower Facility or the Easement by virtue of this Agreement. If Licensor’s right to license space on the Tower Facility to Licensee is subject to a right of first refusal for the benefit of a third party and if such third party exercises its right of first refusal prior to the Commencement Date, Licensor may terminate this Agreement upon written notice to Licensee, however, the parties acknowledge that Licensor’s site Sugar Loaf Mountain (ARP) VA/417040 is not subject to a right of first refusal.

3. EXHIBITS.

Within forty-five (45) days following the Commencement Date, Licensee shall provide Licensor with as-built or construction drawings or a scope of work showing the Approved Equipment as installed in both hard copy and electronic form ("Construction Drawings"); such Construction Drawings shall include the location of any shelters, cabinets, grounding rings, cables, and utility lines associated with Licensee’s use of the Tower Facility. Upon receipt, Licensor shall attach the Construction Drawings as Exhibit C hereto. In the event that Licensee fails to deliver the Construction Drawings as required by this Section, Licensor may cause such Construction Drawings to be prepared on behalf of Licensee and Licensor shall assess a fee for such Construction Drawings in an amount equal to one hundred twenty percent (120%) of the actual cost of obtaining the Construction Drawings including in-house labor, which upon invoicing shall become immediately due and payable by Licensee. In the event of inconsistency or discrepancy between (a) Exhibit A and Exhibit B hereto, Exhibit A shall govern, and (b) between Exhibit A (with respect to Approved Equipment and antenna locations) together with Exhibit B (with respect to Ground Space installation locations) and Exhibit C hereto, Exhibits A and B shall govern, notwithstanding any approval or signature by Licensor or its agents. Licensee hereby acknowledges and agrees that installation of the Approved Equipment must be in strict accordance with the approved Construction Drawings and Exhibits A and B. Notwithstanding the forgoing, Licensee shall not infer nor shall acceptance of the Construction Drawings by Licensor be deemed to be a representation by Licensor that (i) such Construction Drawings or the plans and specifications described therein are in compliance with federal, state or local laws, ordinances, rules or regulations, (ii) that such installation shall not cause impermissible or unlawful interference, or (iii) that such installation is consistent with Licensee’s permitted installation as specifically set forth in Exhibits A and B hereto.
4. USE.

If applicable, subject to the terms of any Ground Lease, Licensee shall be permitted the non-exclusive right to install, maintain, operate, service, modify and/or replace its Approved Equipment at the Licensed Space, which Approved Equipment shall be utilized for the transmission and reception of wireless voice and data communications signals (such transmission and reception to be solely within the Permitted Frequencies, and, if the Permitted Frequencies include licensed spectrum, within the spectrum licensed to Licensee by the FCC). If as of the Effective Date, Licensee’s wireless business consists of a one-way network which requires only that signals be transmitted from the Tower Facility, then notwithstanding the foregoing sentence, Licensee’s use of the Tower Facility under this Agreement shall be limited to the transmission of wireless voice and data communications signals from the Tower Facility. Licensee’s permitted use with respect to the Licensed Space shall be limited solely to that enumerated in this Section, and, except pursuant to a separate agreement with Licensor, no person or entity other than Licensee, its contractors, subcontractors, agents, employees, and authorized visitors shall have the right to install, maintain or operate its equipment or transmit or receive communications at, or otherwise use, the Licensed Space.

5. LICENSE FEES; TAXES; ASSESSMENTS.

(a) Annual License Fee. The Annual License Fee as adjusted by the Annual Escalator, shall be payable in advance on the first day of each calendar month during the Term beginning upon the Commencement Date. If the Commencement Date is not the first day of a calendar month, the Annual License Fee for any partial month shall be prorated on a daily basis.

(b) Utilities. All utility services installed on the Tower Facility for the use or benefit of Licensee shall be made at the sole cost and expense of Licensee and shall be separately metered from Licensor’s utilities. Licensee shall be solely responsible for extending utilities to the Tower Facility as necessary for the operation of the Approved Equipment and for the payment of utility charges including connection charges and security deposits incurred by Licensee. Licensee shall obtain and pay the cost of telephone connections, if utilized and required by Licensee, the installation of which shall be in compliance with the procedures for installation and maintenance of Approved Equipment set forth herein.

(c) Taxes.

(i) Property Taxes. To the extent Licensee is not exempt by applicable law, Licensee shall be responsible for the reporting and payment when due of any tax directly related to Licensee’s ownership or operation of the Approved Equipment and such reporting and payment shall be made directly to the appropriate tax authorities. Licensee shall reimburse Licensor in full for any taxes assessed against Licensor but attributed to the Approved Equipment within thirty (30) days of Licensor’s request for such reimbursement. Licensor shall pay all property taxes directly assessed against Licensor’s property or for which Licensor is obligated to pay under the Ground Lease if applicable, provided, however, Licensee shall reimburse Licensee’s pro rata share of such taxes. Licensee’s pro rata share shall be determined by dividing such taxes evenly among all users Licensor has permitted to utilize any portion of the Tower Facility. Licensee shall reimburse Licensor for such taxes within thirty (30) days of Licensor’s request for such reimbursement.

(ii) Sales; Use and Other Taxes. Licensor shall be responsible for billing, collecting, reporting, and remitting sales, use and other taxes directly related to any Annual License Fee or other payments received pursuant to this Agreement. To the extent Licensee is not exempt by applicable law, Licensee shall be responsible for reimbursing Licensor for all such sales, use and other taxes billed related to any payments received pursuant to this Agreement. Licensor shall add to the Annual License Fee or any other payment then due and payable any associated sales, use or other tax, which shall be paid by Licensee at the same time and in the same manner as the Annual License Fee or other payment due and payable under this Agreement.

(d) Federal Use Fees & Assessments. In the event that a particular Licensed Space is at a Tower Facility located on property which is owned by the Bureau of Land Management ("BLM") or the
United States Forest Service ("USFS"), Licensee shall reimburse Licensor for any and all fees or assessments attributable to this Agreement or Licensee’s use of the Licensed Space paid by Licensor to the BLM or USFS related to such Tower Facility within thirty (30) days of Licensor’s request for such reimbursement.

(e) Restrictions on Reimbursement. Solely for the purposes of determining Licensee’s portion of such taxes, fees, assessments or similar expenses as contemplated in this Section 5 or anywhere else in this Agreement, if any such amounts are determined in whole or in part on the income or profits (aside from gross revenues) of any person or entity, Licensor and Licensee shall agree on a fixed amount (subject to the Annual Escalator, which shall be applied in the same manner as it is applied to the Annual License Fee), that shall be treated as such tax, fee, assessment or similar expense in lieu of the actual amount, which agreed to amount shall be set forth in an amendment to this Agreement.

(f) Payment Address. All payments due under this Agreement shall be made to Licensor at Licensor’s Remittance Address shown on page 1 of this Agreement or such other address as Licensor may notify Licensee in writing.

(g) No Set-Off. All payments due under this Agreement shall be due without set-off, notice, counterclaim or demand from Licensor to Licensee.

(h) Effect of Partial Payment. No endorsement or statement on any check or letter accompanying a check for payment of any monies due and payable under the terms of this Agreement shall be deemed an accord and satisfaction, and Licensor may accept such check or payment without prejudice to its right to recover the balance of such monies or to pursue any other remedy provided by law or in this Agreement.

6. TERM.

(a) Initial Term. The Initial Term of this Agreement shall be as specified on page 1.

(b) Renewal Term. The Term of this Agreement may be extended for each of the Renewal Terms as specified on page 1 of this Agreement, provided that at the time of each such renewal, (i) the Ground Lease, if applicable, remains in effect and has not expired or been terminated, (ii) Licensee is not in default hereunder and no condition exists which if left uncured would with the passage of time or the giving of notice result in a default by Licensee hereunder and (iii) the original Licensee identified on page 1 of this Agreement has not assigned, sublicensed, subleased or otherwise transferred any of its rights hereunder. Provided that the foregoing conditions are satisfied, Licensee shall notify Licensor of its intention to renew this Agreement for each Renewal Term in writing at least one hundred eighty (180) days prior to the end of the then existing Term.

(c) Holdover Term. If Licensee fails to remove the Approved Equipment at the expiration of the Term, such failure shall be deemed to extend the Term of this Agreement on a month-to-month basis under the same terms and conditions herein except that (i) a monthly license fee shall be due on or before the first day of every calendar month during such month-to-month term in an amount equal to one hundred twenty-five percent (125%) of the value of the most recently paid Annual License Fee divided into twelve equal monthly payments ("Holdover Fee"), such Holdover Fee to escalate annually on the anniversary of the Commencement Date by an amount equal to six percent (6%) of the Holdover Fee in effect for the month immediately prior to the month in which such escalation takes place, and (ii) the month-to-month extension shall be terminable upon fifteen (15) days’ prior written notice from either Licensor or Licensee to the other; provided, however, nothing contained herein shall grant Licensee the unilateral right to extend the Term of this Agreement after the expiration of the Term.

7. COMMON EXPENSES.
Licensee shall reimburse Licensor for Licensee's pro-rata share of all common expenses (the "Common Expenses") incurred by Licensor in the installation, operation, maintenance and repair of the Tower Facility, including, but not limited to, the construction, maintenance and repair of a common septic system and field, insurance, common utilities and any and all other costs of operating and maintaining the Tower Facility. Licensee shall not be required to pay any share of costs or expenses incurred to replace the Tower. If applicable, in the event that Licensee also licenses space within a building or shelter owned by Licensor on the Tower Facility, Licensee shall also reimburse Licensor for its pro-rata share of all Common Expenses incurred for the operation, maintenance, repair and replacement associated with such building or shelter, including, without limitation, the physical structure of the building, HVAC system, and common utility expenses. If applicable, in the event that Licensee is connected to a generator or back-up power supply owned by Licensor, Licensee shall also reimburse Licensor for its pro-rata share of all expenses incurred for the operation, maintenance, repair and replacement associated with such generator, including, without limitation, fuel expenses. Licensee shall reimburse Licensor for Common Expenses within thirty (30) days following receipt of an invoice from Licensor.

8. SITE INSPECTION.

Concurrent with Licensee’s delivery of a fully executed Agreement to Licensor, and before the date of any subsequent modifications to or installation of additional Approved Equipment, Licensee shall pay Licensor the Site Inspection Fee as defined on page 1 of this Agreement. Licensee acknowledges that any site inspection performed by Licensor's installation is for the sole purpose and benefit of Licensor and its affiliates, and Licensee shall not infer from or rely on any inspection by Licensor as assuring Licensee's installation complies with any Applicable Laws, that the installation was performed in a good, workmanlike manner or that such installation will not cause impermissible or unlawful interference.

9. LABELING.

Licensee shall identify its Approved Equipment, including its equipment cabinets and coaxial cable (at the top and bottom of the Tower) (unless such cabinet is located in a building or cabinet owned by Licensee) by labels with Licensee’s name, contact phone number and date of installation. In the event that Licensee fails to comply with this provision and fails to cure such deficiency within ten (10) days of Licensor’s written notice of such failure, Licensor may, but is not obligated to, in addition to any other rights it may have hereunder, label the Approved Equipment and assess against Licensee a fee of $1,500 ("Labeling Fee") which shall be payable to Licensor upon receipt of an invoice therefor.

10. IMPROVEMENTS BY LICENSEE.

(a) Installation and Approved Vendors. Prior to the commencement of any Work on the Tower Facility, Licensee shall submit to Licensor for review and approval, which approval shall not be unreasonably withheld, detailed plans and specifications accurately describing all aspects of the proposed Work. Licensee shall provide notice to Licensor no less than 5 days prior to the date upon which Licensee intends to commence Work at the Tower Facility, together with a construction schedule, so Licensor has the opportunity to be present during such Work. Licensee shall not commence Work on the Tower Facility until Licensor issues to Licensee a NTP. Licensor shall issue a NTP only upon request from Licensee and receipt of the following complete and accurate documentation: (1) evidence that any contingencies set forth in the approval of Licensee's Application have been satisfied; (2) evidence that Licensee has obtained all required governmental approvals including, but not limited to, zoning approvals, building permits, and any applicable environmental approvals including copies of the same; (3) a copy of the plans and specifications that have been approved by Licensor for the proposed equipment installation; (4) evidence that any party, other than Licensor but including Licensee, that will be performing the Work are on Licensor's approved vendor list, with valid and current worker's compensation and general liability insurance certificates on file with Licensor naming Licensor as an additional insured and which otherwise satisfy the insurance coverage requirements set forth in Subsection 15(d) of this Agreement; and (5) a construction schedule. In no event will a NTP be issued prior to the payment by Licensee of a Relocation Application Fee when required pursuant to Subsection 10(c) of this Agreement. Notwithstanding anything
to the contrary in this Agreement, Licensor reserves the right, in its sole discretion, to refuse to permit any person or company to climb the Tower.

(b) Structural Analysis/Interference Analysis. Prior to the commencement of any Work on the Tower Facility by or for the benefit of Licensee, Licensor may, in its reasonable discretion, perform or cause to be performed a structural analysis or require a professional engineer’s certified letter to determine the availability of capacity at the Tower Facility for the installation or modification of any Approved Equipment and/or additional equipment at the Licensed Space by Licensee. Licensee agrees to remit payment to Licensor for all reasonable costs and expenses incurred by Licensor for such structural analysis or professional engineer’s certified letter (“Structural Analysis Fee”) within thirty (30) days following receipt of an invoice from Licensor. The foregoing charge shall be at Licensor’s prevailing rates for the performance of same or the amount Licensor’s vendor is then charging Licensor, as applicable. In the event a structural analysis is performed after the execution of this Agreement but prior to the initial installation of the Approved Equipment, and such analysis indicates that the existing Tower cannot accommodate the proposed installation of Licensee’s Approved Equipment thereon, Licensor shall notify Licensee that modification of the Tower is required and form Licensee of the fee Licensor will charge Licensee to complete such modification (which fee shall be a reasonable estimate of Licensor’s actual cost of making such modifications). Such modification shall become part of the Tower Facility and be Licensor’s sole property. If Licensee elects not to pay such fee, and Licensee and Licensor do not otherwise reach an agreement regarding the costs of such modification, Licensee may terminate this Agreement upon written notice to Licensor. Prior to the commencement of any initial or subsequent construction or installation on the Tower Facility by or for the benefit of Licensee and/or the modification of Licensee’s Permitted Frequencies propagated from the Licensed Space, Licensor may elect to perform a shared site interference study (“SSIS”) and Licensee shall pay Licensor a fee of $1,600.00 per study (“SSIS Fee”), as adjusted annually on the anniversary of the Commencement Date by a percentage rate equal to the Annual Escalator. This fee shall be payable at the time Licensee pays the Relocation Application Fee where required pursuant to Subsection 10(c) of this Agreement, or immediately upon receipt of notice from Licensor that Licensor has determined that a SSIS is required. In the event a SSIS is performed after the execution of this Agreement by Licensor but prior to the installation of Licensee’s Approved Equipment, and such SSIS indicates that the proposed installation of Licensee’s Approved Equipment on the Tower is acceptable, such an indication in no way relieves Licensee of its obligations under Section 11 herein.

(c) Equipment; Relocation, Modification, Removal. Licensor hereby grants Licensee reasonable access to the Licensed Space for the purpose of installing and maintaining the Approved Equipment and its appurtenances. Except as otherwise provided, Licensee shall be responsible for all site Work to be done on the Licensed Space or the Easement pursuant to this Agreement. Licensee shall provide all materials and shall pay for all labor for the construction, installation, operation, maintenance and repair of the Approved Equipment. Licensee shall not construct, install or operate any equipment or improvements on the Tower Facility other than those which are described on Exhibit A, after the Permitted Frequencies, or alter the operation of the Approved Equipment. Licensee shall submit an Application, utilizing Licensor’s then current form, to request the right to replace or modify its Approved Equipment, alter the Permitted Frequencies or increase the Ground Space, which Application shall be accompanied by a Relocation Application Fee. Licensor shall evaluate for approval the feasibility of Licensee’s request, which approval shall be in Licensor’s sole discretion. Licensee acknowledges that any such relocation or modification of the Approved Equipment may result in an increase in the Annual License Fee. An amendment to this Agreement shall be prepared to reflect each addition or modification to Licensee’s Approved Equipment to which Licensor has given its written consent and the resulting increase in the Annual License Fee, if any. Licensee shall have the right to remove all Approved Equipment at Licensee’s sole expense on or before the expiration or earlier termination of the License provided Licensee repairs any damage to the Tower Facility or the Tower caused by such removal. Within ninety (90) days of the expiration or termination of this Agreement for any reason, Licensee shall: (i) remove the Approved Equipment and any other property of Licensee at the Tower Facility at Licensee’s sole risk, cost, and expense; (ii) deliver the Licensed Space in substantially the same and in as good a condition as received (ordinary wear and tear excepted); and (iii) repair any damage caused by the removal of the Approved Equipment within ten (10) days of the occurrence of such damage. If Licensee fails to timely pay the Holdover Fee or does not remove its Approved Equipment within ninety (90) days after the expiration or termination of this Agreement
11. RF INTERFERENCE/ USER PRIORITY.

(a) Definitions. For purposes of this Section 11, the following capitalized terms shall have the meanings set forth herein:

(i) Interference includes any performance degradation, misinterpretation, or loss of information to a radio communications system caused by unwanted energy emissions, radiations, or inductions, but shall not include permissible interference as defined by the FCC, and in addition, with regard to Unlicensed Frequencies, congestion.

(ii) Licensed Frequencies are those certain channels or frequencies of the radio frequency spectrum that are licensed by the FCC in the geographic area where the Tower Facility is located.

(iii) A Licensed User is any user of the Tower Facility, including Licensee, which transmits and/or receives Licensed Frequencies at the Tower Facility, but only with respect to such Licensed Frequencies.

(iv) A Priority User is any Licensed User of the Tower Facility that holds a priority position in relationship to Licensee for protection from Interference, as determined in this Section 11, which status is subject to change as set forth herein.

(v) A Subsequent User is any user of the Tower Facility that holds a subordinate position in relationship to Licensee for protection from Interference, as determined in this Section 11, which status is subject to change as set forth herein.

(vi) Unlicensed Frequencies are those certain channels or frequencies of the radio frequency spectrum that are not licensed by the FCC and are available for use by the general public in the geographic area where the Tower Facility is located.

(vii) An Unlicensed User is any user of the Tower Facility, including Licensee, which transmits and/or receives Unlicensed Frequencies at the Tower Facility, but only with respect to such Unlicensed Frequencies.

(b) Information. Licensee shall cooperate with Licensor and with other lessees, licensees or occupants of the Tower Facility for purposes of avoiding Interference and/or investigating claims of Interference. Upon request, Licensee, within ten (10) days of Licensor’s request, shall provide Licensor with a list of Licensee’s transmit and receive frequencies and Approved Equipment specifications necessary to resolve or investigate claims of interference.

(c) Unlicensed Frequencies. Notwithstanding any other provision contained herein, as among Licensor, Licensee and other users of the Tower or Tower Facility, (i) an Unlicensed User shall have no priority with respect to any other FCC Unlicensed Users with respect to Interference; and (ii) an Unlicensed User’s rights and obligations with respect to such Interference shall be determined and governed by FCC Rules and Regulations and any other Applicable Law. Licensor expressly disclaims any and all warranties and accepts no responsibility for management, mediation, mitigation or resolution of Interference among FCC Unlicensed Users operating at the Tower Facility and shall have no liability therefor.

(d) Licensed Frequencies. Subject to FCC Rules and Regulations and other Applicable Law, the Parties acknowledge and agree that the accepted industry standard for priority protection from Interference between multiple Licensed Users has been based on the priority of occupancy of each user to another user of the Tower or Tower Facility, which priority has been based on the order of submittal of its
collocation Application by each user of the Tower or Tower Facility. Should the application of FCC Rules and Regulations and other Applicable Law not resolve any claims of Interference consistent with Subsections 11(e), 11(f) and 11(g) below, as among Licensor, Licensee and other users of the Tower Facility, (i) each Licensed User’s priority shall be maintained so long as the Licensed User does not change the equipment and/or frequency that it is entitled to use at the Tower Facility at the time of its initial occupancy; and (ii) Licensee acknowledges and agrees that if Licensee replaces its Approved Equipment or alters the radio frequency of the Approved Equipment to a frequency range other than as described on page 1 of this Agreement, Licensee will lose its priority position for protection from Interference with regard to Approved Equipment operating at the new frequency in its relationship to other Licensed Users which are in place as of the date Licensee replaces its Approved Equipment or alters its radio frequency, consistent with this Section 11.

(e) Correction.

(i) Licensee. Licensee agrees not to cause Interference with the operations of any other user of the Tower or Tower Facility and to comply with all other terms and provisions of this Section 11 imposed upon Licensee. If Licensor determines, in its reasonable discretion based on standard and accepted engineering practices, that Licensee’s Approved Equipment is causing Interference to the installations of Licensor or a Priority User, Licensee shall, within 48 hours of notification from Licensor, take such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Licensee’s operations. If Licensee cannot mitigate or eliminate such Interference within the 48 hour period, Licensor may file a complaint with the FCC (currently the FCC’s Enforcement Bureau, Spectrum Enforcement Division) or if such other user of the Tower Facility which is subject to Interference from Licensee’s Approved Equipment is a Priority User, Licensor may require that Licensee turn off or power down its interfering Approved Equipment and only power up or use such Approved Equipment during off-peak hours specified by Licensor in order to test whether such Interference continues or has been satisfactorily eliminated. If Licensee is unable to resolve or eliminate, to the satisfaction of Licensor, such Interference within thirty (30) days, or such additional time greater than thirty (30) days as mutually agreed between Licensor and Licensee, from Licensee’s initial notification thereof, Licensee will immediately remove or cease operations of the interfering Approved Equipment.

(ii) Licensor. Upon the request of Licensee, Licensor hereby covenants to take commercially reasonable efforts to prohibit a Subsequent User from causing Interference with the operations of Licensee to the extent Licensee is a Priority User pursuant to this Section 11. If Licensor determines, in its reasonable discretion based on standard and accepted engineering practices, that a Subsequent User’s equipment is causing Interference to the installations of Licensee, upon Licensee’s request, Licensor shall, within 48 hours of request, commence such actions as are necessary to mitigate or eliminate the Interference, with the exception of ceasing Subsequent User’s operations.

(iii) Government Users. Notwithstanding the foregoing, if another user of the Tower or Tower Facility is a governmental entity, Licensor shall give such governmental entity written notice of the Interference within 5 Business Days of Licensor’s determination that such action is reasonably necessary. Licensor shall have the right to give the governmental entity 5 Business Days, or more as specified in the governmental site or occupancy agreement or as required by Applicable Law, from the receipt of such notice prior to Licensor being required to take any actions required by this Subsection 11(e) to cure such Interference.

(f) FCC Requirements Regarding Interference. Nothing herein shall prejudice, limit or impair Licensee’s rights under Applicable Law, including, but not limited to, FCC Rules and Regulations to redress any Interference independently of the terms of this Section 11. Notwithstanding anything herein to the contrary, the provisions set forth in this Section 11 shall be interpreted in a manner so as not to be inconsistent with Applicable Law, including, but not limited to, FCC Rules and Regulations and nothing herein relieves Licensee from complying with all Applicable Laws governing the propagation of radio frequencies and/or radio frequency interference. The Parties acknowledge that currently FCC Rules and Regulations govern the obligations of wireless telecommunication service providers with respect to the
operation of equipment and use of frequencies. Consequently, the provisions set forth in this Section 11 are expressly subject to CFR, Title 47, including but not limited to Part 15, et seq, governing Radio Frequency Devices; Part 20, et seq, governing commercial mobile radio services; Part 24, et seq, governing personal communications services; and Part 90, et seq, governing private land mobile radio services. In addition, in accordance with good engineering practice and standard industry protocols, licensees employ a wide range of techniques and practices, including those involving the use of proper types of equipment as well those related to the adjustment of operating parameters, in a mutually cooperative effort to identify and mitigate sources of interference. The obligation of Part 20 licensees, including, but not limited to, private paging, specialized mobile radio services, cellular radiotelephone service and personal communications services, to avoid interference is set forth in 47 CFR Part 90, Subpart N – Operating Requirements, §90.403(e). Claims of interference are ultimately cognizable before the FCC’s Enforcement Bureau, Spectrum Enforcement Division. Licensee shall observe good engineering practice and standard industry protocols, applying such commercially reasonable techniques as constitute best practices among licensees, in the deployment of their frequencies and the operation of the Approved Equipment. If Licensee deploys its frequencies or operates the Approved Equipment in a manner which prevents any other user of the Tower or Tower Facility from decoding signal imbedded in their licensed frequencies such that the Spectrum Enforcement Division makes a determination that Licensee is the cause of the interference and Licensee fails or refuses to mitigate or eliminate the interference within the time and in the manner prescribed by the Spectrum Enforcement Division, Licensee shall be default of this Agreement and the remedies set forth in Section 22 shall apply.

(g) Public Safety Interference. As of the Commencement Date, Licensor and Licensee are aware of the publication of FCC Final Rule, Private Land Mobile Services; 800 MHz Public Safety Interference Proceeding, Federal Register: November 22, 2004 (Volume 69, Number 224), Rules and Regulations, Page 67823-67853 ("Final Rule"). Claims of interference made by or against users which are public safety entities shall be in compliance with the Final Rule as and when effective, or otherwise in accordance with FCC Rules and Regulations.

(h) AM Detuning. The parties acknowledge that the FCC Rules and Regulations govern the obligations of Licensee with respect to the operation of the Approved Equipment. Consequently, the provisions set forth in this Agreement are expressly subject to the FCC Rules and Regulations, including, but not limited to 47 C.F.R. §§ 27.63, 22.371 and 73.1692. If Licensee’s Approved Equipment or improvement on the Tower would distort an AM pattern, Licensee agrees that Licensee, through Licensee’s contractor (collectively, “Licensee” for purposes of this subsection (h)), shall bear the sole cost to comply with the foregoing as well as any and all other FCC Rules, Regulations and public guidance relating to AM detuning as such provisions currently exist or are hereafter modified. Licensee shall be fully responsible for any pre and/or post installation testing for AM interference at the Tower Facility and for the installation of any new detuning apparatus or the adjustment of any existing detuning apparatus that may be necessary to prevent adverse effects on the radiation pattern of any AM station caused by the installation of the Approved Equipment. Licensee shall provide Licensor with written proof of such compliance. In the event that Licensee determines that pre or post-installation testing for AM interference is not required at the Tower Facility, such a determination shall be at Licensee’s sole risk. If Licensee or Licensor receives a complaint of interference from an AM broadcast station after the Approved Equipment is added to a Tower or a Tower is modified to accommodate Licensee, Licensee shall eliminate such interference within thirty (30) days of the receipt of such complaint. Licensee’s failure to eliminate such interference within such thirty (30) days period shall constitute a default under this Agreement and Licensor shall have the right to eliminate such interference at Licensee’s expense.

12. SITE RULES AND REGULATIONS.

Licensee agrees to comply with the reasonable rules and regulations established from time to time at the Tower Facility by Licensor, which may be modified by Licensor from time to time upon receipt by Licensee of such revised rules and regulations. Such rules and regulations will not unreasonably interfere with Licensee’s use of the Licensed Space under this Agreement.

13. DESTRUCTION; CONDEMNATION.
(a) **Destruction.** If the Tower or other portions of the improvements at the Tower Facility owned by Licensor are destroyed or so damaged as to materially interfere with Licensee’s use and benefits from the Licensed Space, Licensor or Licensee shall be entitled to elect to cancel and terminate this Agreement within ten (10) days of notice of such casualty, and any unearned Annual License Fee paid in advance of such date shall be refunded by Licensor to Licensee within thirty (30) days of such termination date. Notwithstanding the foregoing, Licensor may elect, in its sole discretion, to restore the damaged improvements, in which case Licensee and Licensor shall remain bound to the terms of this Agreement but Licensee shall be entitled to an abatement of the Annual License Fee during the loss of use. If the Tower is so damaged that reconstruction or repair cannot reasonably be undertaken without removing the Approved Equipment, then (i) Licensor may, upon giving written notice to Licensee, remove any of the Approved Equipment and interrupt the signal activity of Licensee, (ii) Licensee may, at Licensee’s sole cost and expense, install temporary facilities pending such reconstruction or repair, provided such temporary facilities do not interfere with the construction, rebuilding or operation of the Tower, (iii) Licensor agrees to provide Licensee alternative space, if available, on the Tower or at the Tower Facility during such reconstruction/repair period and (iv) should Licensor not substantially restore or replace the Tower in a fashion sufficient to allow Licensee to resume operations thereon within 6 months of the date of casualty, and Licensee’s operation has been materially disrupted for sixty (60) or more consecutive days, then Licensee, upon thirty (30) days’ prior written notice to Licensor, may terminate this Agreement.

(b) **Condemnation.** If the whole or any substantial part of the Tower Facility shall be taken by any public authority under the power of eminent domain or in deed or conveyance in lieu of condemnation so as to materially interfere with Licensee’s use thereof and benefits from the Licensed Space, then this Agreement shall terminate on the part so taken on the date of possession by such authority of that part, and Licensor or Licensee shall have the right to terminate this Agreement and any unearned Annual License Fee paid in advance of such termination shall be refunded by Licensor to Licensee within thirty (30) days following such termination. Notwithstanding the foregoing, Licensor may elect to rebuild the Tower or other improvements affected by such condemnation at an alternate location or property owned, leased or managed by Licensor, in which case Licensee and Licensor shall remain bound hereby; provided, however, that Licensee may terminate the Agreement without penalty with written notice to Licensor within thirty (30) days of Licensor’s notice to Licensee of its election to rebuild that Licensee will be unable to operate its Approved Equipment in a substantially similar fashion. Upon such relocation of the Tower or improvements, the Licensed Space shall be modified to include the new Tower or improvements and the property on which the same are located and this Agreement shall be amended accordingly to clarify the rights of Licensor and Licensee with respect to the Licensed Space. Licensee agrees not to make a claim to the condemning authority for any condemnation award to the extent such claim shall diminish or affect the award made to Licensor with regard to such condemnation.

(c) **License Fee Abatement.** The Annual License Fee with respect to the affected Tower Facility shall be abated during any period that the Tower has not been restored following an event described in Subsections (a) or (b) above so long as Licensee is unable to continue to operate from a temporary location at the Tower Facility during any period of restoration.

14. **COMPLIANCE WITH LAWS.**

Licensor shall be responsible for compliance with any marking and lighting requirements of the FAA and the FCC applicable to the Tower Facility, provided that if the requirement for compliance results from the presence of the Approved Equipment on the Tower, Licensee shall pay the costs and expenses therefor (including any lighting automated alarm system so required). Licensee has the responsibility of carrying out the terms of Licensee’s FCC license with respect to tower light observation and notification to the FAA if those requirements imposed on Licensee are in excess of those required of Licensor. Notwithstanding anything to the contrary in this Agreement, Licensee shall at all times comply with all Applicable Laws and ordinances and all rules and regulations of municipal, state and federal governmental authorities relating to the installation, maintenance, location, use, operation, and removal of the Approved Equipment and other alterations or improvements authorized pursuant to the provisions of this Agreement.

15. **INDEMNIFICATION; INSURANCE.**
(a) **Mutual Indemnity.** To the extent Licensee is permitted by applicable law and subject to the mutual waiver of subrogation set forth in Section 27, Licensee and Licensor each indemnifies the other against and holds the other harmless from any and all costs, demands, Damages, suits, expenses, or causes of action which arise out of the use and/or occupancy of the Licensed Space by the Indemnifying Party. This indemnity does not apply to any Claims to the extent arising from the gross negligence or intentional misconduct of the Indemnified Party.

(b) **Limits on Indemnification.** To the extent Licensee is permitted by applicable law, neither Party shall be responsible or liable to any of the foregoing Indemnified Parties for any Damages arising from any claim to the extent attributable to any acts or omissions of other licensees or users occupying the Tower Facility or for any structural or power failures or destruction or damage to the Tower Facility except to the extent caused by the sole, joint, or concurrent gross negligence or willful misconduct of such Party.

(c) **Intentionally Deleted.**

(d) **Insurance.** Licensor and Licensee shall keep in full force and effect, during the Term of this Agreement, insurance coverage in accordance with Appendix II attached hereto.

16. **LIMITATION OF PARTIES’ LIABILITY.**

NEITHER LICENSOR NOR LICENSEE SHALL BE RESPONSIBLE FOR, AND HEREBY WAIVES ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES INCURRED RESULTING FROM (i) LICENSEE’S USE OR LICENSEE’S INABILITY TO USE THE TOWER FACILITY, OR (ii) DAMAGE TO THE OTHER’S EQUIPMENT. If Licensor shall fail to perform or observe any term, condition, covenant or obligation required to be performed or observed by it under this Agreement or is charged with an indemnity obligation hereunder, and if Licensee shall, as a consequence thereof, recover a money judgment against Licensor (whether compensatory or punitive in nature), Licensee agrees that it shall look solely to Licensor’s right, title and interest in and to the Tower Facility and the Tower, license fees actually collected from other tenants of Licensor at the Tower Facility, or insurance proceeds actually collected related to the Tower Facility, for the collection of such judgment, and Licensee further agrees that no other assets of Licensor shall be subject to levy, execution or other process for the satisfaction of Licensee’s judgment, and that Licensor shall not be personally liable for any deficiency.

17. **DISCLAIMER OF WARRANTY.**

LICENSOR HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ASSOCIATED WITH THE TOWER FACILITY OR THE TOWER. LICENSEE HEREBY ACCEPTS THE TOWER FACILITY “AS IS, WHERE IS, WITH ALL FAULTS.”

18. **NOTICES.**

All notices, demands, approvals, requests and other communications shall be in writing to such Party at the address listed in the introductory paragraph of this Agreement (and in each case, in the event of notice to Licensor, with a copy of such notice to American Towers LLC, 116 Huntington Avenue, Boston, MA 02116, Attention: General Counsel) or at such other address as such Party shall designate by notice to the other Party hereinafore in accordance with this Section 18 (the “Notice Address”) and may be personally delivered; mailed, via United States certified mail, return receipt requested; or transmitted by overnight courier for next Business Day delivery, and, if not delivered personally, shall be deemed to be duly given or made 2 Business Days after deposit with the applicable carrier or courier. Notices will be deemed to have been given upon either receipt or rejection. Notwithstanding the foregoing, (i) any notice that is given by a Party may be given by the attorneys for that Party and shall be deemed effective for all purposes herein, and (iii) only notices, letters, documents, or instruments threatening to declare or declaring such addressee or recipient in default under this Agreement shall be required to be sent to the attorneys representing such addressee or recipient, if the name and address of such attorney is provided for herein.
19. ASSIGNMENT; SUBLEASING.

Licensee may not, directly or indirectly, assign this Agreement as a whole, or any portion of Licensee's rights, title and interests hereunder without Licensor's prior written consent. In no event may Licensee sublet, sublease, or permit any use of the Tower Facility or Licensed Space by any other party. Any permitted assignee shall expressly assume, and become bound by, all of Licensee’s obligations under this Agreement. Licensee shall pay Licensor a fee of $500.00 in each instance in which Licensee requests Licensor to consent to an assignment of this Agreement or in which Licensee seeks an estoppel certificate, non-disturbance agreement, subordination agreement or other similar agreement to defray the administrative cost incurred by Licensor to process such requests, prepare and process any necessary documentation, and modify its database and other information systems to reflect any such agreement. Such fee is due upon submission of Licensor's request and is hereby deemed fully earned by Licensor upon receipt. Notwithstanding anything to the contrary, Licensor may condition its consent to any assignment, on among other things, (i) requiring that the assignee execute a new form of license agreement so long as the Annual License Fee and Initial and Renewal Terms of such agreement are consistent with those set forth in this Agreement, and (ii) requiring the assignee to demonstrate that it maintains at the time of such assignment, as evidenced by current financial statements provided to Licensor, a financial position reasonably demonstrating the ability of such assignee to meet and perform the obligations of Licensee hereunder through the unexpired balance of the then current Initial Term or Renewal Term. Any purported assignment by Licensee in violation of the terms of this Agreement shall be void. This Agreement shall be binding upon the successors and permitted assigns of both Parties.

20. SUBORDINATION TO GROUND LEASE.

If applicable, the Parties acknowledge and agree that in the event Licensor's rights in the Licensed Space and/or any part of the Tower Facility is derived in whole or part pursuant to an underlying lease, sublease, permit, easement or other right of use agreement (a "Ground Lease"), all terms, conditions and covenants contained in this Agreement shall be specifically subject to and subordinate to the terms and conditions of the applicable Ground Lease. In the event that any of the provisions of the Ground Lease are in conflict with any of the provisions of this Agreement (other than those provisions relating to the length of term, termination rights or financial consideration), the terms of the Ground Lease shall control. Further, Licensee agrees to comply with the terms of such Ground Lease as applicable to the access and occupancy of the Licensed Space. Notwithstanding anything contained in this Agreement to the contrary, if the Ground Lease expires or is terminated for any reason, this Agreement shall terminate on the effective date of such termination and Licensor shall have no liability to Licensee as a result of the termination of this Agreement. Licensor is under no obligation to extend the term of or renew the Ground Lease. Licensor shall give Licensee written notice of such termination or expiration of this Agreement as a result of the termination or expiration of the Ground Lease as soon as practicable. Unless prohibited by the terms of such Ground Lease, upon Licensee’s written request, Licensor shall provide a copy of any applicable Ground Lease with the economic terms and other terms that Licensor deems reasonably confidential redacted. The Parties acknowledge that as of the effective date of the Agreement Licensor’s site Sugar Loaf Mountain (ARP) VA / 417040 is not subject to a Ground Lease.

21. DEFAULT.

(a) Licensee Default. The occurrence of any of the following instances shall be considered to be a default or a breach of this Agreement by Licensee: (i) any failure of Licensee to pay the Annual License Fee, or any other charge for which Licensee has the responsibility of payment under this Agreement, within ten (10) Business Days of the date following written notice to Licensee from Licensor, or its designee, of such delinquency, it being understood, however, that Licensor is obligated to provide such notice only two times in each calendar year, and the third instance of the failure to pay the Annual License Fee or any other charge shall be an immediate default without notice to Licensee if not paid within ten (10) Business Days of the date when due; (ii) any failure of Licensor or Licensee to perform or observe any term, covenant, provision or condition of this Agreement which failure is not corrected or cured by either party within thirty (30) days of receipt by the other party of the existence of such a default; except such thirty (30) day cure period shall be extended as reasonably necessary to permit the defaulting party to complete a cure so long
as said party commences the cure within such thirty (30) day cure period and thereafter continuously and
diligently pursues and completes such cure; (iii) failure of Licensee to abide by the interference provisions
as set forth in Section 11; (iv) Licensee shall become bankrupt, insolvent or file a voluntary petition in
bankruptcy, have an involuntary petition in bankruptcy filed against Licensee which cannot be or is not
dismissed by Licensee within sixty (60) days of the date of the filing of the involuntary petition, file for
reorganization or arrange for the appointment of a receiver or trustee in bankruptcy or reorganization of all
or a substantial portion of Licensee’s assets, or Licensee makes an assignment for such purposes for the
benefit of creditors; (v) this Agreement or Licensee's interest herein or Licensee’s interest in the Tower
Facility are executed upon or attached; (vi) if applicable, Licensee commits or fails to perform an act which
results in a default under or nonconformance with the Ground Lease by Licensor and the same shall not
be cured within 5 Business Days (or such shorter time as permitted under the Ground Lease to cure) of the
date following written notice to Licensee from Licensor, or its designee, of such default; or (vii) the imposition
of any lien on the Approved Equipment except as may be expressly authorized by this Agreement, or an
attempt by Licensee or anyone claiming through Licensee to encumber Licensor’s interest in the Tower
Facility, and the same shall not be dismissed or otherwise removed within ten (10) Business Days of written
notice from Licensor to Licensee.

(b) Licensor Default; Licensee Remedies. It shall be considered to be a default of this
Agreement by Licensor if Licensor shall fail to observe or perform any of the terms and conditions of this
Agreement to be observed or performed by Licensor, and Licensor shall not remedy such failure within 30
days following written notice from Licensee, or if such failure is not reasonably susceptible to being
remedied within such 30 day period, if Licensor shall not within such 30 day period commence to remedy
such failure and thereafter exercise commercially reasonable efforts to prosecute such remedy to
completion. Upon the occurrence of a Licensor default under this Agreement, Licensee shall be entitled to
pursue any and all legal and equitable rights and remedies permitted by Applicable Law, subject to the
terms and limitations contained in this Agreement.

22. REMEDIES.

In the event of a default or a breach of this Agreement by Licensee and after Licensee’s failure to cure the
same within the time allowed Licensee to cure such default, if applicable, then Licensor may, in addition to
all other rights or remedies Licensor may have hereunder at law or in equity, (i) terminate this Agreement
by giving written notice to Licensee, stating the date upon which such termination shall be effective,
accelerating and declaring to be immediately due and payable the then present value of all Annual License
Fees and other charges or fees which would have otherwise been due Licensor absent a breach of this
Agreement by Licensee through the end of the then current term, however, so long as (but only so long as) Emergency Communications Center shall be the Licensee hereunder, Licensor acknowledges that Licensee’s funds are subject to approval, ratification, and appropriation by the Management Board of the Emergency Communications Center for each succeeding year, (ii) terminate electrical power to the Approved Equipment, and/or (iii) remove the Approved Equipment without being deemed liable for trespass or conversion and store the same at Licensee’s sole cost and expense Licensee shall pay all court costs, removal and storage fees (including any damage resulting from negligence caused thereby), and other items of cost reasonably incurred by Licensor in recovering the Annual License Fee or other fee or charge. Licensee shall not be permitted to claim the Approved Equipment until Licensor has been reimbursed for removal and storage fees. Past due amounts under this Agreement will bear interest from the date upon which the past due amount was due until the date paid at a rate equal to six percent (6%) per annum, or at a lower rate if required by law in the state in which this Agreement is to be performed. In addition, Licensee shall be assessed a late payment fee equal to ten percent (10%) of the then-current Annual License Fee for any payment or reimbursement due to Licensor under this Agreement which is overdue by ten (10) days or more and such fee shall be assessed for each thirty (30) day period thereafter that any such amount (or portion thereof) remains unpaid.

23. GOVERNMENTAL APPROVALS; PERMITS.

In the event that any governmental permit, approval or authorization required for Licensor’s use of,
operation of, or right to license space to Licensee at the Tower Facility is terminated or withdrawn by any
governmental authority or third party as part of any governmental, regulatory, or legal proceeding, Licensor may terminate this Agreement. Licensee hereby agrees that in the event of a governmental or legal order requiring the removal of the Approved Equipment from the Tower, the modification of the Tower, or the removal of the Tower, Licensee shall remove the Approved Equipment promptly, but in no event later than the date required by such order, at Licensee’s sole cost and expense. Licensor shall cooperate with Licensee in Licensor’s efforts to obtain any permits or other approvals that may be necessary for Licensee’s installation and operation of the Approved Equipment, provided that Licensor shall not be required to expend any funds or undertake any liability or obligation in connection with such cooperation. Licensor may elect to obtain such required approvals or permits on Licensee’s behalf, at Licensee’s sole cost and expense. In no event may Licensee encourage, suggest, participate in or permit the imposition of any restrictions or additional obligations whatsoever on the Tower Facility or Licensor’s current or future use or ability to license space at the Tower Facility as part of or in exchange for obtaining any such approval or permit. In the event that Licensee’s shelter or cabinets are installed above a third-party or Licensor-owned shelter or building, Licensee shall be solely responsible for obtaining any required approvals, or permits in connection with such shelter or cabinet installation, excepting the consent of other users at the Tower Facility and/or the ground landlord which shall remain the sole responsibility of Licensor where required.

24. REPLACEMENT OF TOWER/RELOCATION OF APPROVED EQUIPMENT.

(a) Replacement of Tower. Licensor may, at its election, replace or rebuild the Tower or a portion thereof. Such replacement will (i) be at Licensor’s sole cost and (ii) not result in an interruption of Licensee’s communications services beyond that which is necessary to replace the existing Tower. If Licensee, in Licensee’s reasonable discretion, cannot operate the Approved Equipment from the existing Tower during such replacement or rebuild of the Tower, Licensee may establish, at Licensee’s sole cost, a temporary facility on the Tower Facility to provide such services as Licensee deems necessary during any such construction by Licensor so long as adequate space is then available. The location of such temporary facilities shall be subject to Licensor’s approval. The Annual License Fee due hereunder shall be abated for any period during which Licensee is prevented from broadcasting from the existing Tower due to such replacement or relocation. At the request of either Party, Licensor and Licensee shall enter into an amendment to this Agreement to clarify the rights of Licensor and Licensee to the new Tower Facility.

(b) Intentionally Deleted.

(c) Tower Removal: If during the term of this Agreement Licensor determines based on engineering structural standards generally applied to communications towers that the Tower is or has become structurally unsound such that pursuant to generally accepted industry safety standards the Tower or a portion thereof must be removed, then, upon ninety (90) days’ prior written notice to Licensee, Licensor may, in its sole discretion either (i) remove the Tower and terminate this Agreement effective as of the date of such removal, or (ii) modify the Tower and relocate Licensee’s Approved Equipment to an alternative location on the modified Tower. If Licensee and Licensor are not able to agree on an alternative location on the modified Tower for the installation of Licensee’s Approved Equipment within the foregoing ninety (90) day notice period, then Licensee or Licensor may elect to terminate this Agreement.

25. EMISSIONS.

If antenna power output ("RF Emissions") is presently or hereafter becomes subject to any restrictions imposed by the FCC or other governmental agency for RF Emissions standards on Maximum Permissible Exposure ("MPE") limits, or if the Tower Facility otherwise becomes subject to federal, state or local rules, regulations, restrictions or ordinances, Licensee shall comply with Licensor’s reasonable requests for modifications to the Approved Equipment which are reasonably necessary for Licensor to comply with such limits, rules, regulations, restrictions or ordinances and Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower Facility to promptly comply. If Licensor requires an engineering evaluation or other power density study be performed to evaluate RF Emissions compliance with MPE limits, then all reasonable costs of such an evaluation or study shall be paid proportionately by Licensee and all other licensees of the Tower within thirty (30) days of Licensor’s request therefor. If said study or a study sponsored by any governmental agency indicates that RF Emissions at the Tower Facility do not
comply with MPE limits, then Licensee and Licensor, each for itself, shall immediately take any and all steps necessary to ensure that it is individually in compliance with such limits, up to and including cessation of operation, until a maintenance program or other mitigating measures can be implemented to comply with MPE and in addition, Licensor shall use commercially reasonable efforts to cause all other licensees of the Tower to take similar steps necessary to ensure that they are individually in compliance with such limits.

26. ENVIRONMENTAL.

Licensee covenants that it will not use, store, dispose, or release any Hazardous Substances on the Tower Facility in violation of Applicable Law.

27. SUBROGATION.

(a) Waiver. Licensor and Licensee waive all rights against each other and any of their respective consultants and contractors, agents and employees, for Damages caused by perils to the extent covered by the proceeds of the insurance provided herein, except such rights as they may have to the insurance proceeds. All insurance policies required under this Agreement shall contain a waiver of subrogation provision under the terms of which the insurance carrier of a Party waives all of such carrier's rights to proceed against the other Party. Licensor's and Licensee's insurance policies shall provide such waivers of subrogation by endorsement. Licensee shall require by appropriate agreements, written where legally required for validity, similar waivers from its contractors and subcontractors. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

(b) [Intentionally Deleted]

28. GOVERNING LAW.

This Agreement shall be governed by the laws of the state in which the Tower Facility is located, with the exception of its choice of laws provisions. If any provision of this Agreement is found invalid or unenforceable under judicial decree or decision, the remaining provisions of this Agreement shall remain in full force and effect. Any approval, consent, decision, or election to be made or given by a Party may be made or given in such Party's sole judgment and discretion, unless a different standard (such as reasonableness or good faith) is provided for explicitly.

29. MISCELLANEOUS.

Upon Licensor's written request, Licensee shall promptly furnish Licensor with complete and accurate information in response to any reasonable request by Licensor for information about any of the Approved Equipment or utilities utilized by Licensee at the Tower Facility or any of the channels and frequencies utilized by Licensee thereon. In the event that this Agreement is executed by Licensor, its Affiliates or any trade name utilized by Licensor or its Affiliates and such signatory does not hold the real Tower Facility or leasehold interest in the affected Tower Facility, the execution of this Agreement shall be deemed to have been properly executed by Licensor or Licensor's Affiliate which properly holds such interest in the affected Tower Facility. Upon the termination or expiration of this Agreement, Licensee shall immediately upon the request of Licensor deliver a release of any instruments of record evidencing such Agreement. Notwithstanding the expiration or earlier termination of this Agreement, Sections 15, 16, 17, and 26 shall survive the expiration or earlier termination of this Agreement. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision herein (whether or not similar), nor shall such waiver constitute a continuing waiver unless expressly agreed to in writing by the affected Party. This Agreement constitutes the entire agreement of the Parties hereto concerning the subject matter herein and shall supersede all prior offers, negotiations and agreements, whether written or oral. No revision of this Agreement shall be valid unless made in writing and signed by authorized representatives of both Parties. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all
of which together shall constitute but one instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement shall be deemed an original and may be introduced or submitted in any action or proceeding as a competent evidence of the execution, terms and existence of this Agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of this first be proven.

30. CONFIDENTIALITY.

Neither Party shall use the other’s name, service mark or trademark in any public announcement or advertisement without the prior written consent of the other Party, which may be withheld in such Party’s sole and absolute discretion.

The submission of this Agreement for examination and negotiation does not constitute an offer to license, or a reservation of, or option for, any portion of the Tower Facility, and Licensee shall have no right to use or occupy any portion of the Tower Facility or any appurtenant easement area hereunder until the execution and delivery of this Agreement by both Licensor and Licensee.

ATTACHED EXHIBITS:

Exhibit A: List of Approved Equipment and location of the Licensed Space
Exhibit B: Site Drawings indicating the location of Ground Space for Licensee’s equipment shelter or space in Licensor’s building (as applicable)
Exhibit C: As-Built Drawings or Construction Drawings to be attached within forty-five (45) days after the Commencement Date in accordance with Section 3
Appendix I: Definitions
Appendix II: Insurance
Exhibit A

List of Approved Equipment and location of the Licensed Space
Exhibit B

Site Drawing indicating the location of Ground Space for Licensee's equipment shelter or space in Licensor's building (as applicable)

Licensee shall not commence installation until Licensor has approved in writing said drawing and attached it hereto.
Exhibit C

As Built Drawings or Construction Drawings

To be attached hereto within forty-five (45) days after the Commencement Date.
Appendix I

Defined Terms

**Affiliate(s):** Any corporation, partnership, limited liability company or other entity that (i) is controlled directly or indirectly (through one or more subsidiaries) by Licensee, (ii) is the successor or surviving entity by a merger or consolidation of Licensee pursuant to Applicable Law, or (iii) purchases all or substantially all of the assets of Licensee. For purposes of this definition, "control" means the possession of the right through the ownership of fifty percent (50%) or more of the shares with voting rights to effectively direct the business decisions of the subject entity.

**Agreement:** defined in the introductory paragraph.

**Annual Escalator:** defined in Section IV.

**Annual License Fee:** defined in Section IV and referenced in Subsection 5(a).

**Applicable Law:** All applicable statutes, ordinances, laws, regulations and directives of any federal, state or local governmental unit, authority or agency having jurisdiction over a Licensed Space or affecting the rights and obligations of Licensor or Licensee under this Agreement, including without limitation, the Communications Act of 1934, as amended from time to time, FCC Rules and Regulations, and the rules, regulations and written policies and decisions of the FAA.

**Application:** defined in Section IV.

**Application Fee:** defined in Section IV.

**Approved Equipment:** the communications system, including antennas, radio equipment, cabling and conduits, shelter and/or cabinets and other personal property owned or operated by Licensee at the Licensed Space, as defined in Exhibit A or B to this Agreement.

**BLM:** defined in Subsection 5(d).

**Business Day:** a day other than a Saturday, Sunday or legal holiday for commercial banks under the laws of the United States or the state in which the Tower Facility is located.

**Claims:** demands, claims, suits, actions, proceedings or investigations brought against a Party by an unrelated or unaffiliated person or entity.

**Commencement Date:** defined in Section IV.

**Common Expenses:** defined in Section 7.

**Connection Fee:** defined in Section IV.

**Construction Drawings:** defined in Section 3.

**Damages:** debts, liabilities, obligations, losses, damages, excluding consequential or punitive damages, costs and expenses, interest (including, without limitation, prejudgment interest), penalties, reasonable legal fees, court costs, disbursements and costs of investigations, deficiencies, levies, duties and imposts.

**Easement:** defined in Section 2.

**Effective Date:** defined in the introductory paragraph.
**FAA:** the United States Federal Aviation Administration or any successor federal agency established for the same or similar purpose.

**FCC:** the United States Federal Communications Commission or any successor federal agency established for the same or similar purpose.

**FCC Rules and Regulations:** All of the rules, regulations, public guidance, written policies and decisions governing telecommunications generally and wireless telecommunications specifically as promulgated and administered by the FCC, which on the Effective Date includes, but is not limited to, those administered by the Wireless Telecommunications Bureau of the FCC and more specifically referenced as the Code of Federal Regulations, title 47, parts 0 through 101, as amended.

**Final Rule:** defined in Subsection 11(g).

**Ground Lease:** defined in Section 20.

**Ground Space:** The portion of the Tower Facility licensed for use by Licensee to locate a portion of the Approved Equipment thereon, in the square footage amount depicted on Exhibit B of this Agreement. In no event shall the Ground Space include the air space or rights above the Approved Equipment located in the Ground Space.

**Hazardous Substances:** Any hazardous material or substance which is or becomes defined as a hazardous substance, pollutant or contaminant subject to reporting, investigation or remediation pursuant to Applicable Law; any substance which is or becomes regulated by any federal, state or local governmental authority; and any oil, petroleum products and their by-products.

**Holdover Fee:** defined in Subsection 6(c).

**Indemnified Party:** any person or entity entitled to indemnification under Section 15 hereof.

**Indemnifying Party:** any person or entity obligated to provide indemnification under Section 15 hereof.

**Initial Term:** defined in Section IV and referenced in Subsection 6(c).

**Interference:** defined in Subsection 11(a)(i).

**Labeling Fee:** defined in Section 9.

**Licensed Frequencies:** defined in Subsection 11(a)(ii).

**Licensed Space:** Location of the Approved Equipment on the Tower and at the Ground Space as more specifically described in Exhibits A and B attached hereto.

**Licensed User:** defined in Subsection 11(a)(iii).

**Licensee:** defined in the introductory paragraph.

**Licensor:** defined in the introductory paragraph.

**MPE:** defined in Section 25.

**Notice Address:** defined in Section 18.

**NTP (Notice to Proceed):** Written notice from Licensor to Licensee acknowledging that all required documentation for the construction and installation of the Approved Equipment has been received and approved by Licensor and Licensee is authorized to commence its installation of the Approved Equipment at the Licensed Space, as more particularly set forth in Subsection 10(a) of this Agreement.
Party(ies): Licensor or Licensee.

Permitted Frequencies: defined in Section III.

Priority User: defined in Subsection 11(a)(iv).

Relocation Application Fee: defined in Section IV.

Remittance Address: defined in Section II.

Renewal Term(s): defined in Section IV and referenced in Subsection 6(b).

RF Emissions: defined in Section 25.

Site Inspection Fee: defined in Section IV.

SSIS: defined in Subsection 10(b).

SSIS Fee: defined in Subsection 10(b).

Structural Analysis Fee: defined in Subsection 10(b).

Subsequent User: defined in Subsection 11(a)(v).

Term: Initial Term and each Renewal Term which is effected pursuant to Section 6 of this Agreement.

Tower: A communications or broadcast tower owned and operated by Licensor and located at the Tower Facility.

Tower Facility: Certain real property owned, leased, subleased, licensed or managed by Licensor shown on page 1 of this Agreement, on which a Tower owned, leased, licensed or managed by Licensor is located.

Unlicensed Frequencies: defined in Subsection 11(a)(vi).

Unlicensed User: defined in Subsection 11(a)(vii).

Utility Change Event: defined in Subsection 5(b).

Utility Fee: defined in Section IV.

USFS: defined in Section 5(d).

Work: all work relating to the construction, installation, relocation and reconfiguration of Licensee’s Approved Equipment on the Tower Facility, including without limitation, construction management, construction of an equipment pad, installation or modification of lines, antennas, shelters and equipment cabinets.
Appendix II

Insurance

A. Licensor shall maintain in full force during the Term of this Agreement the following insurance:

1. Worker’s Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers’ Liability Insurance with minimum limits of $500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.

2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than $1,000,000.00 per occurrence.

3. An umbrella policy of not less than Five Million Dollars ($5,000,000.00).

The above insurance shall provide that Licensee will receive not less than thirty (30) days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item A shall contain a waiver of subrogation against Licensee and shall name Licensee as an additional insured, and shall be primary over any insurance coverage in favor of Licensee but only with respect to and to the extent of the insured liabilities assumed by Licensor under this Agreement and shall contain a standard cross-liability endorsement.

B. Licensee shall maintain in full force during the Term of this Agreement the following insurance:

1. Worker’s Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers’ Liability Insurance with minimum limits of $500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.

2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than $1,000,000.00 per occurrence.

3. An umbrella policy of not less than Three Million Dollars ($3,000,000.00).

The above insurance shall provide that Licensor will receive not less than thirty (30) days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item B shall contain a waiver of subrogation against Licensor and shall name Licensor as additional insured, and shall be primary over any insurance coverage in favor of Licensor but only with respect to and to the extent of the insured liabilities assumed by Licensee under this Agreement and shall contain a standard cross-liability endorsement.

C. Licensee shall cause all contractors or subcontractors performing Work on any Licensed Space prior to the commencement of any such Work on behalf of Licensee to maintain the following insurance in full force during the Term of this Agreement:

1. Worker’s Compensation Insurance with statutory limits in accordance with all applicable state, federal and maritime laws, and Employers’ Liability Insurance with minimum limits of $500,000.00 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws.

2. Commercial General Liability Insurance (Bodily Injury and Tower Facility Damage), the limits of liability of which shall not be less than $1,000,000.00 per occurrence.

3. An umbrella policy of not less than Five Million Dollars ($5,000,000.00).

The above insurance shall provide that Licensor will receive not less than thirty (30) days written notice prior to any cancellation of, or material change in coverage. The insurance specified in this Item C shall
contain a waiver of subrogation against Licensor and shall name Licensor as additional insured, and shall be primary over any insurance coverage in favor of Licensor but only with respect to and to the extent of the insured liabilities assumed by Licensee under this Agreement and shall contain a standard cross-liability endorsement.

D. Notwithstanding the foregoing insurance requirements, (a) the insolvency, bankruptcy, or failure of any insurance company carrying insurance for either Party, or failure of any such insurance company to pay Claims accruing, shall not be held to waive any of the provisions of this Agreement or relieve either Party from any obligations under this Agreement, and (b) Licensor reserves the right, from time to time, to increase the required liability limits described above in Items A and/or B in accordance with then-current customary insurance requirements in the tower industry nationally.
RIDER FOR VERIZON SUBLLEASED SITES
(This Rider is non-negotiable)

Licensee and Licensor have entered into the attached license agreement, whether subject to a master license agreement or as an independent site license agreement, as applicable (the “License Agreement”) with respect to the communication tower and site described therein (the “Site”). Licensee acknowledges that (i) Licensor has certain rights and obligations with respect to the Site pursuant to a Master Prepaid Lease (as amended from time to time) (“Verizon Sublease”) between ATC Sequoia LLC, an Affiliate of Licensor, and the Persons set forth on Schedule 2 of the Verizon Sublease (“Verizon”) or pursuant to a Sale Site Master Lease Agreement between Verizon and other Affiliates of Licensor (“Verizon MLA”) and (ii) Verizon is a third party beneficiary of the non-monetary performance obligations of Licensee under the License Agreement. Pursuant to the Verizon Sublease and Verizon MLA, the License Agreement must contain the following provisions, which provisions are hereby incorporated into the License Agreement and made a part thereof and may not be superseded, altered or amended by the License Agreement (including any conflicting or inconsistent provisions in the License Agreement) or any attachment, exhibit, amendment, supplement, schedule, or other written instrument associated with the Site or the License Agreement:

1. **Ground Lease/Verizon Sublease:** The License Agreement shall be subject and subordinate to all of the terms and conditions of the underlying ground lease, sublease, or any easement, license or other agreement or document pursuant to which Verizon or Licensor holds a leasehold or subleasehold interest, leasehold or subleasehold estate, easement, license, sublicense or other interest in such Site, together with any extensions of the term thereof (whether by exercise of any right or option contained therein or by execution of a new ground lease or other instrument providing for the use of such Site), and including all amendments, modifications, supplements, assignments and guarantees related thereto (“Ground Lease”) of the Site. Any and all references to the Ground Lease in the License Agreement shall be deemed to refer only to the Ground Lease (a copy of which Licensor shall provide to Licensee following a written request and redacted as Licensor deems reasonably necessary) and not the Verizon Sublease, if applicable. Licensee shall fully comply with the Ground Lease at the Site. In the event that a default or non-compliance with a provision of the Ground Lease is caused by Licensee, Licensee shall, upon Licensor’s written request at Licensee’s sole expense, cure or otherwise remedy such default or non-compliance within the cure period provided for pursuant to the Ground Lease.

2. **Quiet Enjoyment:** Licensee shall not engage in any conduct or activity that would reasonably be expected to interfere with Verizon’s quiet enjoyment of Verizon’s collocation space at the Site or with the operation of Verizon’s communications facilities at the Site.

3. **Verizon’s Collocation Space:** Licensee shall not (i) stack any communications equipment on or above Verizon’s equipment shelter at the Site, or (ii) install or store any communications equipment or other property in vacant space inside Verizon’s equipment shelter at the Site.
4. **Interference:** In addition to the rights and obligations of Licensor and Licensee as set forth in interference section of the License Agreement, Licensee agrees that:

   A. Licensee will not (i) place any obstructions on a Site that prevent Verizon from having access to repair and replace all of Verizon’s communications equipment and improvements (including related cables) or from being able to fully open any equipment cabinet doors in such space and repairing and replacing equipment therein or that impede airflow to and around Verizon’s communications equipment, (ii) install communications equipment that interferes with Verizon’s operations at the Site or causes a cessation of Verizon’s services at a Site or (iii) install, modify or operate any equipment (including modifying the frequency at which such equipment is operated) subsequently to the installation of Verizon’s communications equipment that interferes with Verizon’s permitted, lawfully installed and properly operated FCC licensed transmissions or reception (except for intermittent testing).

   B. If Licensee is notified that its equipment or operations are (i) interfering with or creating an imminent risk to the performance of Verizon’s permitted, lawfully installed and properly operated FCC licensed transmissions or reception or (ii) causing harmful RF interference, Licensee shall immediately take all commercially reasonable efforts and necessary steps to determine the cause of and eliminate such interference. If such interference continues for a period in excess of 48 hours after Licensor’s receipt of notice from Verizon, then Licensee will remove or adjust the installation to end the interference or reduce power or cease operations (except for intermittent testing) until such time as Licensee can make repairs to or modify the interfering equipment. If Licensee fails to promptly reduce power or cease operations as required to eliminate RF interference, then Licensor shall terminate the operation of any equipment causing such RF interference.

   C. If Licensee is notified that its equipment or operations (i) are materially interfering with Verizon’s operations or cause a cessation of Verizon’s services or (ii) cause an obstruction under Section 4(a)(i) above, Licensee shall immediately take all commercially reasonable efforts and necessary steps to determine the cause of and eliminate such interference or obstruction. If such interference or obstruction continues for a period in excess of 10 days after Licensor’s receipt of notice from Verizon, then Licensee will remove or adjust the installation to end the interference.

5. **Maintenance:** Licensee shall, at all times, keep and maintain its communications equipment and improvements in a structurally safe and sound condition and in working order, in accordance with the Applicable Standard of Care. Licensee shall not commence any installation, maintenance, replacement or repair of its improvements, communications equipment or other equipment at the Site until Licensee has obtained all Governmental Approvals necessary for such work, from all Governmental Authorities having jurisdiction with respect to such Site or such work.
6. **Environmental**: Licensee covenants and agrees that Licensee (i) shall not conduct or allow to be conducted upon the Site any business operations or activities, or employ or use the Site, to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce, or process Hazardous Materials; provided, however, that Licensee shall have the right to bring, use and keep on the Site electronics, batteries, generators and associated fuel tanks and other Hazardous Materials used in the tower or telecommunication industry for the operation and maintenance of the Site provided that all such Hazardous Materials are brought, used, kept and allowed at the Site in compliance with applicable Environmental Laws; (ii) will carry on its business and operations at the Site in compliance in all respects with, and will remain in compliance with, all applicable Environmental Laws; (iii) will not create or permit to be created any lien against the Site for the costs of any response, removal or remedial action or clean-up of Hazardous Materials; and (iv) Licensee shall promptly notify Licensor in writing if Licensee receives any notice, letter, citation, order, warning, complaint, claim or demand that (A) the Licensee has violated, or is about to violate, any Environmental Law, (B) there has been a release or there is a threat of release, of Hazardous Materials at or from Licensee’s collocation space of, or otherwise affecting, the Site, (C) Licensee may be or is liable, in whole or in part, for the costs of cleaning up, remediating, removing or responding to a release of Hazardous Materials, or (D) Licensee’s collocation space of the Site is subject to a lien in favor of any Governmental Authority for any liability, cost or damages under any Environmental Law.

7. **Compliance with Laws**: Licensee covenants and agrees that its use of the Site shall comply with all applicable Laws. In addition, Licensee shall not install or modify any communications equipment such that it is not authorized by, or violates, any applicable Laws or is not made or installed in accordance with generally accepted engineering practices.

8. **Insurance**: Licensee shall maintain in full force and effect at all times during the term of the License Agreement, the following types of insurance with respect to its collocation space on the Site, paying as they become due all premiums for such insurance:

   (i) Commercial general liability insurance insuring on an occurrence basis against liability of Licensee and its officers, employees, agents, licensees and invitees arising out of, by reason of or in connection with the use, occupancy or maintenance of Licensee’s collocation space on the Site, with a minimum limit of $1.0 million for bodily injury and/or property damage per occurrence;

   (ii) Umbrella or excess liability insurance with minimum limits of $3.0 million per occurrence and in the aggregate;

   (iii) Workers’ compensation insurance (or state sanctioned self-insurance program) affording statutory coverage for all employees of Licensee and any employees of its Affiliates performing activities on the Site, with employer’s liability coverage with a minimum limit of $500,000 per accident/occurrence, or in accordance with all applicable state, federal and maritime laws; and
(iv) Commercial automobile liability insurance, including coverage for all owned, hired and non-owned automobiles, as required by Law.

9. **Miscellaneous:**

   A. Licensor reserves the right to freely assign the License Agreement to Verizon or any of its Affiliates at any time.

   B. Licensee shall not incur, grant or permit to exist any liens against the Site or any part thereof. Licensee shall cause any such lien to be discharged by payment, satisfaction or posting of bond within thirty (30) days after the earlier of (i) the date Licensee has obtained knowledge of such lien, or (ii) written notice from Licensor or Verizon. If Licensee fails to cause any lien to be discharged within the permitted time, Licensor may cause it to be discharged and may pay the amount of such lien in order to do so, which amount and any other costs incurred by Licensor shall be promptly paid to Licensor by Licensee.

10. **Defined Terms:** For purposes of the foregoing provisions, the following capitalized terms shall have the following meanings:

   A. **"Applicable Standard of Care"** means, with respect to any obligation or performance requirement, the then-current general standard of care in the telecommunications industry applicable to such obligation or performance requirement.

   B. **"Environmental Law"** or **"Environmental Laws"** means any federal, state or local statute, Law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability or standards of conduct concerning protection of the environment or public or workplace health and safety as may now or at any time hereafter be in effect, including the following, as the same may be amended or replaced from time to time, and all regulations promulgated under or in connection therewith: the Superfund Amendments and Reauthorization Act of 1986; the Comprehensive Environmental Response, Compensation, and Liability Act of 1980; the Clean Air Act; the Clean Water Act; the Toxic Substances Control Act of 1976; the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act; the Hazardous Materials Transportation Act; and the Occupational Safety and Health Act of 1970.

   C. **"Governmental Approvals"** means all licenses, permits, franchises, certifications, waivers, variances, registrations, consents, approvals, qualifications, determinations and other authorizations to, from or with any Governmental Authority.

   D. **"Governmental Authority"** means, with respect to any person or the Site, any foreign, domestic, federal, territorial, state, tribal or local governmental authority, administrative body, quasi-governmental authority, court, government or self-regulatory organization, commission, board, administrative hearing body, arbitration panel, tribunal or any regulatory, administrative or
other agency, or any political or other subdivision, department or branch of any of the foregoing, in each case having jurisdiction over such person or such Site.

E. **“Hazardous Materials”** means and includes petroleum products, flammable explosives, radioactive materials, asbestos or any material containing asbestos, polychlorinated biphenyls or any hazardous, toxic or dangerous waste, substance or material, in each case, defined as such (or any similar term) or regulated by, in or for the purposes of Environmental Laws, including Section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980.

F. **“Law”** means any federal, state or local law, statute, common law, rule, code, regulation, ordinance or order of, or issued by, any Governmental Authority, including without limitation any standards (including but not limited to engineering standards or wind speed requirements) which are applied to the Site according to any such applicable law, statute, rule, code, regulation, ordinance or order.
MEMORANDUM - GENERAL

To: ECC Management Board

From: Barry Neulen, Executive Director

Date: February 12, 2019

Subject: Request to transfer funds from ECC Fund Balance to Operations Budget

Staff is requesting approval to transfer $1,000 from the ECC Fund Balance to the Operations Budget for the Annual Employee Recognition Ceremony. This will allow us to properly recognize staff that are being awarded for their efforts throughout the year and also provides a meal for those that attend as well as those working in the Center and unable to attend the ceremony.

In previous years, we have found that the benefit of such an event and the morale booster significantly outweighs the cost. We currently allocate $1,500 for this event and by the time we pay for the food portion, there is not much left for the recognition piece. To keep within our budget, we have held this at the County Office Building conference rooms. Our staff is important to us and we would like the additional funds to be able to make this once a year event memorable for them.
ARTICLE I - NAME
The agency shall be known as the Emergency Communications Center.

ARTICLE II - AUTHORITY
Section 1 Agreement to Participate
The Emergency Communications Center was organized and exists pursuant to an agreement for joint exercise of powers entered into among the City of Charlottesville (City), the County of Albemarle (County), and the Rector and Visitors of the University of Virginia (University). The City and County intend this agreement to be of a type as authorized by Section 15.1-21 of the Code of Virginia and the University joins by the authority vested in it by Title 23 of said code. The Center is a public body with all powers and duties granted to it by the laws of Virginia. Said agreement was effected on January 20, 1984, and will continue in effect until modified or dissolved by mutual agreement of the participants, provided that any participant may discontinue its participation at the end of any fiscal year on one year's written notice to the others.

ARTICLE III - DEFINITIONS
Section 1 Terms
(a) "Agreement" means the agreement to participate.

(b) "Participants" means any of the parties to the agreement.

(c) "Fiscal year" means a one-year period beginning July 1 and ending the following June 30.
(d) "Management Board" means the eight-member group which shall control the Emergency Communications Center.

(e) "His" means either his or her as applicable.

ARTICLE IV--PURPOSES AND OBJECTIVES

Section 1

The Emergency Communications Center is established for the purpose of performing direct dispatch functions for the County, City, University law enforcement personnel, and volunteer rescue squads. The Center will also maintain "patching" or transfer capabilities to direct incoming calls immediately to the City Fire Department, participating volunteer fire companies, and other emergency service providers, as appropriate. The program of the Center is designed to achieve a reduction in the time required to deliver emergency services to those in need, to increase cooperation among emergency services providers in the delivery of those services, and to improve generally the health and well-being of the local citizenry and others coming under the purview of the Participants.

ARTICLE V--MANAGEMENT BOARD

The Emergency Communications Center Management Board shall consist of eight (8) members and shall include the Albemarle County Executive, the Charlottesville City Manager, the University of Virginia Executive Vice President and Chief Financial Officer, the Chief of Police of Albemarle County, the Chief of Police of Charlottesville, the Director of University Police, the Chief of the Charlottesville Fire Department, and one representative from the Jefferson Country Fire and Rescue Association, any of whom may designate a subordinate to attend meetings of the Management Board and vote in his behalf. Members of the Management Board and/or their designees shall serve ex-officio as representatives of their respective jurisdictions or agencies, and shall incur no individual or personal liability for actions taken in good faith by them as members of the Management Board.
ARTICLE VI. RESPONSIBILITIES OF THE BOARD

Section 1

The Management Board shall be responsible for:

(1) Establishing operating procedures and policies for the Emergency Communications Center.

(2) Selecting and supervising a Director who shall be responsible for implementing the operating procedures and policies set by the Management Board, for hiring and supervising the staff of the Center, and for controlling all revenues and expenditures of the Center.

(3) Approving a fiscal year budget prepared by the Director which in turn must be submitted to the Participants along with a cost allocation schedule and any other data which any of the Participants may desire.

(4) Providing an annual report to be prepared by the Director to include the financial status of the Center and the status of all program activities.

(5) Providing an audit at the end of each fiscal year as part of the County's annual audit program.

(6) Executing faithfully the terms of the agreement made between the Participants for the purpose of establishing the Emergency Communications Center.

(7) Determining and authorizing, with the advice of the Director, the number of employees needed to operate the Center.

ARTICLE VII. OFFICERS AND DUTIES

Section 1 Officers

The Officers of the Board shall consist of a Chairman, a Vice-Chairman, a Secretary, and such subordinate officers as may from time to time be elected or appointed by the Board. Each of said
officers shall serve without compensation. The offices of Chairman, Vice-Chairman, and Secretary may not be held simultaneously by members representing the same participant.

Section 2  Terms of Offices

Except for the original officers, who will serve from the date of their election until June 30, 1985, each of the officers shall be elected to serve for a term of one (1) year unless sooner removed by the Board, or until his successor be elected and qualified. Any vacancy occurring in any office shall be filled for the unexpired term by the Board and any persons so elected shall be from the same agency as the person who is vacating the office. All Board officers shall take office on the first day of the fiscal year following their election.

Section 3  Election of Officers

Officers shall be elected annually at the May meeting of the Board. A majority of the members must be present and voting (including a minimum of one representative from each participant) in order to constitute an election.

In order to assure full participation by each of the Participants, and in order to promote harmonious relationships between the Participants, it shall be the policy of the Board that leadership of the Board will circulate among the three Participants with the designation of the actual officer being left to the prerogative of the participating agency except that the officer must be a member of the Board.

At the first election of officers, the name "City" and the name "County" shall be drawn by the temporary chair. Whichever Participant's name is drawn, said Participant shall designate from among its members on the Board the Chairman of the Board. The Participant whose name is not drawn shall designate the name of the Vice-Chairman of the Board. The University will designate the Secretary of the Board. It is intended that the occupancy of each of the three officer's positions will then rotate in the order described above on an annual basis in perpetuity unless it is decided, under the rules for conducting an election as cited in Article VII, Section 3, that all of the officers should be reelected to their present posts for an additional year, thus temporarily delaying but preserving the cycle of leadership.
Section 4  Chairman

The duties of the Chairman shall be:

1. To preside at all meetings of the Board which he is present, and to vote at said meetings as any other member.

2. To appoint all committees deemed necessary for the operation of the Board and the effective implementation of the Center's program.

3. To serve as the official liaison between the Board and the Director.

4. To perform any and all other duties as determined by the Board.

5. To freely exercise all other powers and duties customarily pertaining to the office of Chairman of the Board.

Section 5  Vice-Chairman

The Vice-Chairman shall, in the event of the death or absence of the Chairman, or of his inability to perform any of the duties of his office or to exercise any of his powers, perform such duties and possess such powers as are conferred upon the Chairman, and shall perform such other duties as may from time to time be assigned to him by the Chairman of the Board.

Section 6  Secretary

The Secretary shall attend all Board meetings and keep a record of its proceedings. The Secretary may enlist assistance for record keeping.

ARTICLE VIII--MEETING AND VOTING

Section 1  Regular Meetings

(a) Regular meetings of the Board shall be held quarterly. The Board may change the date and time of any regular meeting at any prior meeting and may adjourn any meeting from time to time to another place.
(b) The order of business at all regular meetings shall be as follows: (1) call to order, (2) roll call, (3) approval of minutes, (4) unfinished business, (5) new business, and (6) adjournment.

(c) All meetings of the Board shall be open to the public, except (d).

(d) The Board may, where appropriate under the law, go into Executive Session.

Section 2 Special Meetings

Special meetings may be called by the Chairman at his discretion or by any three (3) Board members upon two-days' notice to all members in writing or by telephone of the time, place, and purpose of the special meeting.

Section 3 Quorum

A simple majority of members of the Board shall constitute a quorum for transaction of any and all such business except that there must be among the members present a representative of each of the Participants.

Section 4 Voting

Each Board member shall be entitled to one vote on official matters before the Board. All actions of the Board may be taken by a simple majority vote of all members present and voting. No vote by any Board member shall constitute or be construed as an official or unofficial commitment of the Participant which that Board member represents.

Section 5 Rules of Procedure

The rules contained in Robert's Rules of Order shall govern the meetings of the Board in all cases to which they are applicable, and in which they are not inconsistent with the By-Laws of the Board.
ARTICLE IX--STANDING COMMITTEES

Section 1  Composition

Each standing committee must have at least one representative from each Participant. However, with the consent of the Participant, the Chair may appoint someone other than a Board member to represent that Participant.

Section 2  Executive Committee

An Executive Committee, comprised of the three officers of the Board, will be established to provide guidance for the Board Chairman in his efforts to carry out the policies set by the Board and the objectives of the Center. The Executive Committee shall have the authority to act in lieu of the Board upon any matters which may arise during interim periods between Board meetings. Any actions of the Executive Committee must be reported to the Board at its next meeting.

Section 3  Personnel Committee

The Personnel Committee will be established to provide expertise, input, and guidance for the Board in personnel related matters.

Section 4  Budget and Finance Committee

The Budget and Finance Committee will be established to provide expertise, input, and guidance for the Board in financial related matters.

Section 5  Communications Committee

The Communications Committee will be established to provide expertise, input, and guidance for the Board in communication related matters.

Section 6  Emergency Services Providers Advisory Committee

A Committee, broadly representative of the area's emergency services providers, shall be established to advise the Board on its role of rendering assistance to those bodies.
Section 7 Other Committees

The Board may establish such other special, standing, advisory, technical, or other committees as it shall deem desirable for the transaction of its affairs.

ARTICLE X--ADMINISTRATION

Section 1. Director

The Director has total administrative responsibility for the entire operation of the Emergency Communications Center. Included in those responsibilities are:

(a) Supervision of all personnel, including employment and discharge.

(b) To implement the policies established and actions taken by the Board.

(c) Preparation and monitoring of plans and budgets.

(d) Maintain liaison with all Participants and with the emergency services providers relative to the operation of the Emergency Communications Center.

(e) Center representation at any and all appropriate meetings, forums, or inquiries.

(f) News media liaison.

(g) Promote equal opportunity and affirmative action for all employees and job applicants.

The Director shall be the Executive Director of the Center. He shall attend all Board and standing committee meetings. He shall serve as custodian of all records of the Center including the books of account and see that accurate records are kept of all receipts and disbursements. He shall make a brief financial report as soon as practicable at the end of each fiscal year. He shall perform all other duties incident to his office or that may be required of him by the Board. The Director may delegate certain of his duties and responsibilities to the staff of the Center.
Section 2  Staff

The Director shall employ a staff of qualified personnel of a size to be determined by the Board and which shall receive such compensation as the Board shall deem necessary or desirable to assure that the Center is able to carry out its purpose and objectives.

Section 3  Execution of Instruments

The Director shall have the power to sign on behalf of the Board, any agreement or other instrument which has been authorized by the Board.

ARTICLE XI--FINANCES

Section 1  Budget

(a) The Director shall be responsible for the preparation of an annual plan, operating budget, and a cost allocation schedule.

(b) The annual budget shall show proposed cash outlays for all operating expenses, capital equipment and improvements. Each item of expenditure shall be justified and explained in appropriate detail.

ARTICLE XII--PRIMACY OF THE "AGREEMENT"

Section 1

The Participants having entered into an agreement which was placed into effect on January 20, 1984, further agree that in the case of any conflict between the By-Laws and the Agreement (as amended) the Agreement shall prevail.
ARTICLE XIII--AMENDMENTS

Section 1. Adoption and Amendments

The adoption and proposed amendments, repeal, or alteration, in whole or in part of these By-Laws shall be made at any meeting of the Board by an affirmative vote of the majority of the membership provided that each Participant shall cast at least one "yes" vote, and provided that notice of all amendments shall have been mailed to the members of the Board at least fifteen days prior to such meeting.

Amended: August 2, 1990
September 20, 1994
September 19, 1995
Emergency Management Status Report

Executive Summary
The Office of Emergency Management has focused on developing a variety of training for regional partners. This training includes EOC position specific and VEOCI training. OEM also supported public safety partners with the James Fields trial, Grand Illumination event, and the funeral for CFD Firefighter Dennis Brent. OEM also supported the ECC on the rollout for Text-to-911 and with the recruitment efforts for Public Safety Communications Officers.

Monthly Activities (16 November 2018—15 February 2019)

November 2018

- Attended FEMA I103 Planning Training, November 13-14
- Attended ECC Leadership Meeting, November 15
- Attended the Chamber Business Women’s Roundtable, November 15
- Facilitated Text-to-911 Discussion with ESF 15, November 16
- Participated in Albemarle County Safety Team meeting, November 19
- Attended IMT Charlottesville After-Action Review meeting, November 20
- Attended Planning Meeting for Fields Trial, November 20
- Attended Fields Trial Operations Briefing, November 26
- Attended Final Grand Illumination Planning meeting, November 26
- Attended FEMA Rivanna Watershed Discovery meeting, November 26
- Attended UVA Football After-Action Review meeting, November 27
- Attended Albemarle County Safety Team meeting, November 27
- Attended ARES Meeting, November 27
- Facilitated LEPC meeting, November 28
- Facilitate Text-to-911 Rollout meeting, November 28
- Participated in VEMA Legislative Conference Call, November 29
- Attended Fields Trial Check-In meeting, November 29
- Worked in Command Post for Grand Illumination Event, November 30

December 2018

- Attended CFD FF Brent Funeral Planning meeting, December 2
- Attended City IMT meeting, December 3
- Attended CFD FF Brent Funeral IMT meeting, December 3
- Facilitated First Night Special Event Planning meeting, December 4
- Facilitated Regional PIO Planning meeting for CFD FF Brent Funeral, December 4
- Attended Command and General Staff meeting for CFD FF Brent Funeral, December 4
- Attended Tactics meeting for CFD FF Brent Funeral, December 5
- Facilitated Fields Conference Call with Executive Leadership, December 6
- Attended Command and General Staff meeting for CFD FF Brent Funeral, December 6
- Attended VCU Graduate Students Presentation on COOP Plans for Albemarle County, December 6
• Attended Chamber Senior Business Roundtable, December 7
• Promoted Winter Preparation via NBC29 Spot, December 7
• Facilitated Field Conference Call with Executive Leadership, December 7
• Facilitated VEOCI Friday Training, December 7
• Worked in Command Center for CFD FF Brent Funeral, December 8
• Attended ECC Needs Assessment meeting, December 10
• Attended JMRL Safety Team meeting, December 11
• Attended Albemarle HAM Radio Awards Dinner, December 11
• Shadowed Leadership At All Levels Course, December 12
• Facilitated CERT Steering Committee meeting, December 12
• Attended FEMA Flood Map Review meeting, December 13
• Attended Active Assailant meeting for Albemarle County, December 17
• Participated in Salvation Army Ring-the-Bell event, December 18
• Conducted discussion with VEOCI about ESF 3 Platform Collaboration, December 19
• Held Press Conference to Announce Rollout of Text-to-911, December 19
• Attended ECC Leadership meeting, December 19
• Attended City Post Snow Discussion, December 20
• Attended Purchasing 101 class, December 20
• Facilitated meeting with UVA Graduate Intern about Capstone Project, December 21

January 2019

• Attended Active Assailant meeting for Albemarle County, January 2
• Conducted Interview with NBC29 about CERT Training, January 3
• Attended Chamber Senior Business Roundtable, January 4
• Facilitated meeting with UVA Graduate Intern about Capstone Project, January 4
• Facilitated VEOCI Friday Training, January 4
• Attended ECC Needs Assessment meeting, January 7
• Attended Special ECC Management Board meeting, January 8
• Attended Active Assailant meeting for Albemarle County, January 8
• Met with Common Ground to discuss workplace partnerships, January 8
• Attended Coffee and Conversation Event with Secretary Moran, January 9
• Facilitated CERT Steering Committee meeting, January 9
• Attended Chamber Economic and Government Affairs Meeting, January 10
• Facilitated CERT Level 1 Class, January 10
• Attended VDEM Region 3 Northern Sub-Regional meeting, January 11
• Activated VEOCI room for Snow Storm, January 11
• Activated Level 1 EOC at ECC for Snow Storm, January 12
• Monitored Snow Storm, January 11-13
• Attended Purchasing 101 Training, January 15
• Attended VEMA Legislative Day, January 15
• Submitted LEMPG Quarterly Report to VDEM, January 15
• Attended ECC Leadership meeting, January 16
• Presented at Albemarle County Public Schools PTA, January 16
• Attended Chamber Business Women’s Roundtable, January 17
Facilitated EOC Logistics Training, January 17
Facilitated meeting with UVA Graduate Intern about Capstone Project, January 18
Promoted Text-to-911 on NBC29 Spot, January 18
Participated in Hiring Panel for TJHD Emergency Planner position, January 24
Met with MACAA/Head Start about Emergency Plans, January 25
Facilitated Albemarle County Safety Team meeting, January 25
Attended Liaison meeting UVA Emergency Management, January 28
Attended FEMA L105 Public Information and Warning Training, January 31-February 1

February 2019

Attended ESF 6 Monthly meeting, February 1
Promoted Pet Preparedness on NBC29 Spot, February 1
Facilitated VEOCI Friday Training, February 1
Facilitated Recruitment meeting with City Workforce Office, February 4
Attended Daring to Disagree class, February 5
Attended City Committee on Safety and Emergency Preparedness meeting, February 7
Facilitated EOC Planning Position Training, February 12
Attended VEMA Legislative Committee meeting, February 12
Facilitated Level 1 CERT Class, February 12
Attended VEMA Board of Directors meeting, February 13
Facilitated CERT Steering Committee meeting, February 13
Facilitated EOC Human Services Position Training, February 14
Facilitated meeting with UVA Graduate Intern about Capstone Project, February 15

Upcoming Activities

LEPC Quarterly Meeting
Finalizing After-Action Reports
3-Year Training and Exercise Plan
Regional Emergency Management Meeting
CERT Level 2 Class
Presentation at Emergency Management Association of Texas
2018 LEMPG Grant Funding
Attending 2019 VEMS
The Charlottesville-UVA-Albemarle County Emergency Communications Center will be a recognized leader in Public Safety Communications.

This report was developed to provide a summary on a monthly basis of the workload activity of the Charlottesville-UVA-Albemarle County Emergency Communications Center in serving residents, businesses, visitors, students, the Police Department and Fire/Rescue agencies.
Telephone System Statistics

Incoming Call Volume*
*Includes calls that disconnected from queue before being answered

Emergency 9-1-1 ................................................................. 15,714
Non-Emergency Number ....................................................... 18,147
Alarm Line ............................................................................. 2,179

Total Calls Received .............................................................. 36,040

Outgoing Call Volume ............................................................ 10,632
### Selected 9-1-1 Call Volume

<table>
<thead>
<tr>
<th>Category</th>
<th>Number (calls answered)</th>
</tr>
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<tbody>
<tr>
<td>9-1-1 Wire Line</td>
<td>2,532</td>
</tr>
<tr>
<td>9-1-1 Wireless</td>
<td>12,290</td>
</tr>
<tr>
<td>9-1-1 VoIP</td>
<td>874</td>
</tr>
<tr>
<td>9-1-1 Unknown</td>
<td>18</td>
</tr>
<tr>
<td><strong>Total 9-1-1 answered</strong></td>
<td><strong>15,714</strong></td>
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</tbody>
</table>

### 2018-2019 9-1-1 Call Volume

![Graph showing 9-1-1 call volume for each quarter from Q3 2018 to Q2 2019](graph.png)

### Other Specific Call Volume

<table>
<thead>
<tr>
<th>Category</th>
<th>Number</th>
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<tbody>
<tr>
<td>9-1-1 calls challenged with TDD</td>
<td>8</td>
</tr>
<tr>
<td>9-1-1 calls for which call hung up/disconnected before call could be answered</td>
<td>1,844</td>
</tr>
<tr>
<td>Calls for which caller hung up/disconnected before being sent to a queue</td>
<td>44</td>
</tr>
</tbody>
</table>
Calls Transferred to Other Agencies or Individuals*

Albemarle County Police Department ................................................................. 152
Albemarle County Fire/Rescue ........................................................................... 1
Albemarle County Sheriff’s Department ......................................................... 2
Amherst Sheriff’s Department ........................................................................ 0
Augusta County Sheriff’s Department ............................................................ 9
Buckingham County Sheriff’s Department ...................................................... 51
City of Charlottesville Fire Department ............................................................ 0
City of Charlottesville Police Department ....................................................... 48
City of Charlottesville Sheriff’s Office ............................................................ 0
Culpeper Sheriff’s Department ....................................................................... 0
Fluvanna County Sheriff’s Department ........................................................... 92
Greene County Fire-Rescue and Sheriff’s Department ............................... 90
Harrisonburg/Rockingham ECC ..................................................................... 2
JADE/Terrorism Hotline ................................................................................ 4
Louisa County Sheriff’s Department ............................................................... 36
Madison County Sheriff’s Department ............................................................ 5
Medcom ......................................................................................................... 6
Medic 5 ......................................................................................................... 0
Nelson County Sheriff’s Department ............................................................... 64
Orange County Fire-Rescue and Sheriff’s Department ............................... 22
Poison Control .............................................................................................. 4
University of Virginia Police Department ....................................................... 8
Virginia Department of Transportation .......................................................... 7
Virginia State Police ..................................................................................... 628
Waynesboro Police Department ................................................................... 11
Other Agencies or Individuals ..................................................................... 529
**Total Calls Transferred to Other Agencies or Individuals** .................... 1,771

Calls Requiring Language Line Interpretation ............................................... 182
Average length of language line interpretation calls ................................. 9.2 min
Hours spent utilizing language interpretation .......................................... 27.9
Charges ........................................................................................................ $4,752.80
Languages utilized: Arabic, Bengali, Dari, French, Hindi, Mandarin, Nepali,
Pashto, Spanish, Swahili, Vietnamese
**Computer Aided Dispatch (CAD) Systems Statistics**

Police Department Events
- Entered by calltaker/communications officers .................. 48,070
- Dispatched calls by communications officer .................. 66,368
- Initiated by police units in the field .................. 25,626

Tow Events
- Entered by calltaker/communications officer ................ 152

Fire/Rescue Department Events
- Entered by calltaker/communications officers .................. 6,842
- Dispatched calls by communications officer .................. 6,951
- Initiated by fire/rescue units in the field .................. 110

---

**CAD Events by Agency 2018-2019**
Total number of Advanced Life Support (ALS) and Basic Life Support (BLS) events created and controlled by communications officers ........................................... 4,607

Total number of Advanced Life Support (ALS) and Basic Life Support (BLS) events dispatched by communications officer ............................................................ 4,607
Quality Assurance Statistics

Number of PD/Fire/EMS Call Taking Reviews Conducted ................................... 201
Number of PD/Fire/EMS Dispatch Reviews Conducted ...................................... 184
Number of PD/Fire/EMS Issues Found during Review ............................................ 7
Total Quality Assurance Reviews Conducted ................................................... 385

Training

Number of ECC employee training hours ...................................................... 437.75
Number of CTO hours ................................................................................. 1,601.71

Total Quality Assurance Reviews Conducted .............................. 385
Number of PD/Fire/EMS Issues found during Review ...................... 7
Number of PD/Fire/EMS Dispatch Reviews Conducted ........................... 184
Number of PD/Fire/EMS Call Taking Reviews Conducted ..................... 201
Critical Life Threatening/Life Saving Events*

Obstetric Calls ................................................................. 26
Choking Events ............................................................... 20
Cardiac Arrest Calls ......................................................... 86
Attempted Suicide Events .............................................. 18
Drowning Events ............................................................ 3
Shooting Events ............................................................... 8
Stabbing Events ............................................................... 2

*Statistics are based on remarks entered in CAD and final event types.

2018-2019
Critical Life Threatening/Saving Events
Release of Information Requests

PD Audio Recording Requests ................................................................. 28
Fire-Rescue Audio Recording Requests ............................................... 1
Other Agency Recording Requests ....................................................... 62
Number of Subpoenas Requests .......................................................... 1
FOIA Requests .................................................................................... 22
Complaints ........................................................................................... 1 (unfounded)

Total Research Time ............................................................................ 72 hrs. 58 min.

2018-2019
Release of Information Requests

Total Rewards & Recognition Program
Lifesaving Award .................................................................................. 1
Quarterly MVP Award ........................................................................... 1
## Budget/Financial Information (as of December 31, 2018)

<table>
<thead>
<tr>
<th>Budget #</th>
<th>Description</th>
<th>Approp</th>
<th>Approp Adj</th>
<th>YTD Expend</th>
<th>Outside Encumb</th>
<th>Balance</th>
<th>% Obligated</th>
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<td>31040</td>
<td>Operations</td>
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<td>$487,322.30</td>
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<td>31045</td>
<td>Emerg. Mgmt.</td>
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<tr>
<td>31048</td>
<td>800 MHz</td>
<td>$914,550.00</td>
<td>$5,000.00</td>
<td>$657,080.23</td>
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<td>$262,666.92</td>
<td>71.44%</td>
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<td><strong>TOTALS</strong></td>
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<td><strong>$5,752,162.00</strong></td>
<td><strong>$492,322.30</strong></td>
<td><strong>$2,897,447.80</strong></td>
<td><strong>$157,064.79</strong></td>
<td><strong>$3,189,971.71</strong></td>
<td><strong>48.92%</strong></td>
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</tbody>
</table>

**Note:** Minimum Manning pay budgeted for FY 2018-2019 is $180,000
Minimum Manning Pay expended as of end of reporting month is $171,757.29

ECC Fund Balance at beginning of fiscal year: $2,753,868.33 (minus liabilities July 1, 2018 unaudited)
Transfers/expenditures from Fund Balance this budget year: $357,532.25
Current Fund Balance: $2,396,336.08 (minus liabilities)

Starting Balance 800 MHz Project Account: $462,398.76
Total encumbrances/expenditures from the 800 MHz Project Account: $0.00
Current Balance Uncommitted: $462,398.76
Human Resources

Authorized Organizational Strength

Operational ................................................................. 39
  Public Safety Communications Officers ....................... 30
  Public Safety Communications Supervisors .................. 8
  Public Safety Training & Accreditation Supervisor ....... 1

Overhire Positions ...................................................... 3

Administration .......................................................... 11
  Executive Director .................................................. 1
  Operations Manager ................................................ 1
  Emergency Management Coordinator ......................... 1
  Assistant Emergency Management Coordinator .......... 1
  ECC Systems Manager ............................................. 1
  ECC Sr. Systems Analyst/Project Manager ................... 1
  Sr. Systems Engineer ................................................ 2
  Management Analyst I ............................................. 1
  Office Associate ..................................................... 1
  Custodian .............................................................. 1

Vacant Positions .......................................................... 9
  Public Safety Training and Accreditation Supervisor .... 1
  Public Safety Communications Officers ....................... 8

Overhire Vacancies ...................................................... 3

Promotions ................................................................. 0

Demotions ................................................................. 0

Agency Tenure – Employees who reached agency tenure milestone during reporting period.

5 years ................................................................. 0
10 years ............................................................... 0
15 years ............................................................... 1
20 years ............................................................... 0
25 years ............................................................... 0
30 plus years ......................................................... 0
<table>
<thead>
<tr>
<th>Category</th>
<th>Pages</th>
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<tr>
<td>Agency Separations</td>
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<tr>
<td>Public Safety Communications Officer (Tenured)</td>
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<tr>
<td>Recruitment and Hiring</td>
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<tr>
<td>Executive Director</td>
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<tr>
<td>Public Safety Communications Officer(s)</td>
<td>4</td>
</tr>
</tbody>
</table>
MEMORANDUM - TRAINING

To: Barry Neulen, Executive Director
From: Deborah S. Wade, PS Training Accreditation Assistant
Date: February 6, 2019
Subject: Training Stats for February Board Meeting Packet

ECC staff completed 262.5 hours of training this quarter.

November Training:

All communications staff completed the November Monthly Training and Online Albemarle County Annual Training (OATS).
Taylor Ashley completed Developing Your Professional Career.
Celeste Baldino completed The Dispatchers Role in Active Shooter Events.
Jeanette Beall completed My CSM Emailed Me- Now What Do I Do.
Crystal Fitzgerald completed Sole Source 101 and Purchasing 101.
Lisa Fitzgerald completed APCO Communications Training Officer Instructor and PST I Instructor Recert.
Randy Garrett completed Keeping Up Your Inner Fire.
Brock Simpson completed APCO Emergency Medical Dispatch recert.
Kiersten Trader completed NECI EMD Dispatcher.

December Training:

All communications staff completed the December Monthly Training Quiz.
Nate Abbott completed APCO Public Safety Communications Instructor.
Taylor Ashley completed Communications Training Officer and PST I recerts.
Celeste Baldino, Amanda Rosier, Brock Simpson, Scott Via, Debbie Wade, and Margie Bamford completed General Instructor Recert.
Jeanette Beall completed APCO Agency Training P33 Evaluator Training.
Jan Farruggio and Carla Frazier completed APCO PST I Recert.
Lisa Fitzgerald completed CPR recert.
Kim Lettner completed General Instructor Certification and PST I recert.
Todd Richardson completed Purchasing 101.
January Training:

All communications staff completed the January Monthly Training Quiz.
Gabe Elias completed Purchasing 101.
Randy Garrett completed Intermediate Mindfulness and VCIN Recert.
Brianna Goode completed VCIN Recert.
Kelly Moore completed APCO Fire Services Communications recert.
Brock Simpson completed APCO Communications Training Officer recert.
Tiffany Slean completed Prevention of Harassment and Discrimination.
Kiersten Trader completed VCIN Certification.
To: Barry Neulen, Executive Director

From: Jeanette Beall, PS Communications Supervisor
Deborah Wade, PS Training Accreditation Assistant

Date: February 6, 2019

Subject: CALEA Accreditation Progress Report

During the past quarter we have addressed/completed the following:

CALEA Accreditation Onsite July 15-17, 2019.

1. Reviewing and gathering compliance for standards.


3. Shared SOP with Suffolk PD and Ashland PD


5. Completed CALEA annual review and CIMRS reports in November. Worked with the CSM to show compliance during our annual review. Explained circumstances of issue found. There was 1 standard not in compliance.

6. Assisted Roanoke County ECC and Roanoke City ECC with accreditation questions and shared our FOIA forms and policy.

7. Shared Citizen Survey materials with Chesterfield ECC

8. Updated written directives in PowerDMS

9. Moved all mandatory training with required recertifications to PowerDMS.
To: Barry Neulen, ECC Executive Director
From: Gerald Smith, ECC Sr. Systems Analyst & Project Manager
Date: February 8, 2019
Subject: ECC Building and Technology Report – February, 2019

CAD/RMS/Mobile Replacement
See accompanying CAD Technology Project Update for details.

ECC UPS Battery Replacement
An RFQ to replace the oldest string of ECC batteries was sent out on September 25, 2018, with a closing date of October 3, 2018 @ 1700. ECC sent the RFQ to five (5) vendors but only received one (1) bid of our required three (3).

ECC reached out to Albemarle County Purchasing for help with finding additional vendors, received points of contact for two (2) additional vendors. The RFQ was edited and resubmitted on October 24, 2018 with a closing date of October 31, 2018 @ 1700. As of the writing of this report, the ECC has already received the required three (3) bids, so this procurement should continue as needed.

Update: The ECC received a total of five (5) quotes for this project and United Power & Battery (UPB), was awarded the contract as the low bidder ($16,800). The ECC submitted a purchase requisition for this procurement and attached a summary of all received quotes to Albemarle County Purchasing. As Albemarle county Purchasing reviewed the vendors and quotes, it was determined that UPB did not have the proper State Corporation Commission (SCC) registration which would not allow Albemarle County to issue a Purchase Order. On November 5, 2018, ECC reached out to UPB to have them register with the SCC in order to move the procurement along. The UPB representative stated that they filed their registration and payment on the same day.

Over the next few months, multiple emails/phone calls were made by ECC to UPB for updates on the registration to the SCC with little movement. On December 28, 2018, an email was sent to UPB stating that the ECC will be able to give them ten (10) business days to comply or the ECC would mark the vendor as Non-Responsive and move to the next lowest bidder. On January 2, 2019, the UPB representative replied and stated to mark them as Non-Responsive and move to the next bidder. ECC relayed this information to Albemarle County Purchasing and was given authority to move to the next lowest bidder, Integrated Power Sources of VA (IPS) with a quote of $20,960.
ECC reached out to IPS on January 3, 2019 to verify that they could still perform the services needed and honor their previous price and they were. A refreshed quote from IPS was received on January 4, 2019 and forwarded to Albemarle County Purchasing that included their SCC registration information along with a refreshed Certificate of Insurance (COI), and a new W-9 form. The contract was approved and awarded to IPS on the same day and a Purchase Order was cut on January 9, 2019. Based on estimated shipping and scheduling scenarios, the batteries are due to be installed by mid-March, 2019.

Datacenter Replacement/Upgrade Projects
Senior Systems Engineers Penny Banks and Lily Gregg have started sequential projects that will replace core network equipment that is end of life and upgrade the current backup and recovery system. The upgraded backup and recovery system will better utilize the ECC’s offsite disaster recovery location. All equipment for these projects has been purchased and received, and Dell engineers are working closely with staff to develop implementation plans. The replacement/upgrades are expected to begin in April 2019 and be completed by June 2019. Any operational impacts will be communicated to user agencies in advance.

Text-To-911
As of December 17, 2019, Charlottesville-UVA-Albemarle ECC has been actively receiving text-to-911 calls. In preparation for go-live, testing was conducted with the five (5) major carriers in the area: Sprint, Verizon, AT&T, T-Mobile, and USCelluar. A total of forty-five (45) texts have been received since going live, twelve (12) of which were texts from citizens, with the remaining received as a part of monthly training and testing.

P25 Project
Harris Corporation and the ECC completed radio infrastructure system detailed design review (DDR) and executed a corresponding Contract Amendment #1 on November 28, 2018. The Harris contract increased from $9,674,832.40 to $11,044,933.20 based on scope of work changes, including additional generators, voice logging equipment, battery backups, as well as structural improvements to existing towers, and improvements to the County Office Building on Fifth Street (COBS). Milestone payments totaling $1,786,250.06 were made per the contract and Amendment 1.

An environmental and historical impact study requirement has delayed Bucks Elbow Mountain replacement tower construction. The private land (adjacent to the Bucks Elbow tower) access easement referenced in the November 6, 2018 meeting was extended through November 2019.

Current project activity includes replacement of existing tower site fuel tanks (February and March), replacement of and improvements to the ECC’s original phone and radio voice logging platform (February), and replacement of existing tower site generators (March). Harris factory orders are in progress.

2306 Ivy Road · Charlottesville, VA 22903 · (434) 970-1098 · Fax (434) 971-1767

“A CALEA Nationally Accredited Communications Center”
Motorola offered a regional demonstration of its portable and mobile radios in late 2018. Harris provided a similar demonstration in January. At the January meeting, the project team also provided a regional stakeholder briefing about the project's goals, progress, and timeline.

Tower site lease work continues, supported by multiple attorneys within the County Attorney's Office. One lease draft is completed, with signing approval requested in this meeting's consent agenda.

Project Manager, Gabe Elias, and Senior Systems Engineer, Lily Gregg, continue to work on related contracts with Albemarle County Purchasing, including tower site HVAC maintenance, generator maintenance, and sustainment of current Motorola radio systems.
Dear Barry,

This is just a letter to say "thank you".
I am Rick's mother and I want to tell you what it means to me to have you as the new executive director.
Let me go back and explain why I feel as I do. I thank you for your service to our county.
Although my father was just too young for WWII, I was just too old for WWII. I have been involved with the military ever since my brother in college joined ROTC when I was in high school. He was called to active duty during the Korean conflict and remained in the USAF until he retired. Both my husband was Naval aviator and my grandson against many hardships succeeded in joining the Marines, where he and his family are in Hawaii as he served a 3 year tour. I understand you have had very demanding training, made sacrifices with your family and have learned to make the most of every hardship.
of circumstances. I also knew you would never have had the positions you have held if you weren't deemed qualified and capable of handling them. So I know you can help improve ECC.

You have already made a big difference. Rick is much more relaxed and much happier. Before you came he kept wondering how much longer he could last here, when they were overworked and no one seemed to care about ECC. They still are short-handed but you have given them hope that someone is standing up for them and looking out for their well-being.

I know not everyone has faith in you but I do. Regardless of the circumstances, Marvin do not quit; they find solutions. And I know you will do just that.

Also, thank you for sharing Frankie. I worked with SDVA and know how much they help. Rick says they all love Frankie and when he comes into the center everyone
relaxed. He definitely relieved the stress level.

So again, I just want to say thank you for being you, caring for ECC and I wish you a happy successful future.

Sincerely,

Elaine Johnson
Major Events in 2018

Missing Persons Search and Rescue
January 1st

Small Plane Crash
April 15th

High Wind Event
March 3rd

EF O Tornado
August 2nd

Amtrak Crash
January 31st

Brush Fire
April 12th

August Anniversary Event
August 11th-12th

Flash Flood
May 30th

Snow Storm
December 9th

Incident Spotlight

May 30: Flooding

The Ivy area of Albemarle County received 10 inches of rain over a period of 2 days. Our office opened an Emergency Operations Center and was active for four operational periods. The extreme rain fall resulted in a 6 day search and rescue for two missing residents and thousands of dollars in damages to over 300 properties. Only 8 impacted properties were within the flood plain and were insured for floods. Unfortunately, almost all the properties affected did not have flood insurance. Our office worked with the Small Business Administration to conduct damage assessments of the homes in order to apply for their loan program. After the assessment was complete the county was found ineligible for the loan program.

August 10-12: August Anniversary

The region spent five months planning, training, and exercising in preparation for the August 12 Anniversary weekend. An EOC was activated for three days (6 operational periods). This EOC activation involved the most organized and extensive EOC operation in the history of the Charlottesville-UVA-Albemarle Office of Emergency Management. Overall, over 200 regional and state personnel held positions within the EOC and Joint Information Center (JIC). The Community Emergency Response Team (CERT) was also activated to operate the 979-INFO line and the Virtual Operations Support Team (VOST).
Community Emergency Response Team

The Charlottesville-UVA-Albemarle Community Emergency Response Team (CERT) wrapped up its 15th year and has trained over 600 community members since 2003. In 2018, 24 new volunteers graduated from the Level 2 sessions and volunteers were called upon to support the May 30 Flood, August 12 Anniversary Weekend, Hurricane Florence, and public outreach events. Activations included operating the 979-INFO Line, performing and assisting damage assessments, and a sandbag operation.

Training and Exercise

Our office hosts and participates in a variety of local, state, and federal training and exercise opportunities. In 2018, OEM hosted/facilitated:

- VEOCI Bootcamp
- FEMA Science in Disasters Training
- FEMA Public Information and Warning Training
- EOC and ICS Interface Training
- EOC Operations and Management Training
- FEMA On-Scene Crisis Leadership and Decision Making Training
- FEMA Whole Community Engagement Training
- Smith Lake Dam Tabletop Exercise
- EOC Functional Exercise Level 1
- EOC Functional Exercise
- Command General Staff Tabletop Exercise

CodeRED - Free Emergency Notifications

CodeRED is the free emergency alert system used to communicate to residents and business owners within the City of Charlottesville and Albemarle County. Through a variety of marketing and public outreach opportunities, over 20% of the population is registered to receive CodeRED Emergency Alerts. This places the City of Charlottesville and Albemarle County above the national average of 20% registrations per population.

Meet the Team

Allison Farole
Emergency Manager

Barry Neulen
Executive Director

Maribel Street
Assistant Emergency Manager

Neulen brings more than 30 years of military and public safety experience, including executive leadership positions in the Department of Defense and the U.S. Marine Corps. Neulen served as the Director of Public Safety and Security at the Marine Corps Base in Quantico, Virginia, where he managed public safety operations and supervised 500 police officers and firefighters. We are excited to have him as part of the OEM family.
MEMORANDUM - GENERAL

To: ECC Management Board
From: Allison Farole
Date: January 4, 2019
Subject: 2018 CodeRED Registrations

In 2018, the Office of Emergency dedicated approximately $3,000 in promoting the CodeRED Emergency Alert System throughout the Charlottesville-UVA-Albemarle community. In addition to the cost-based outreach, CodeRED was also promoted through avenues with zero cost. Outreach included ads on the Charlottesville-Albemarle Transit buses, radio public service announcements, inserts in the City of Charlottesville utility bills, inserts in the Albemarle County Service Authority bills, social media posts, public outreach events, and more.

As of January 4, 2019, we currently have 30,380 residents and 13,136 businesses registered with CodeRED. In 2018, 3,155 residents and 210 businesses registered with CodeRED. This is an increase of 10% for resident and 2% for business registrations.

The national average for registrations for emergency alert systems in relation to population size is around 20%. According to the 2010 census, our total population for the City of Charlottesville and Albemarle County is 142,445. As of today, we have 21% of the population (based on resident registrations) registered for the CodeRED Emergency Alert System, which places the Charlottesville-UVA-Albemarle community above the national average.

cc: Barry Neulen
MEMORANDUM - GENERAL

To: ECC Management Board
From: Jill Preddy, Management Analyst
Date: February 8, 2019
Subject: Proposed ECC FY 2020 Budget

ECC staff met with the ECC Management Board’s Budget and Finance Committee on Friday, February 8, 2019. Attached is the ECC’s updated FY 2020 budget request from the feedback received at that meeting for your review and discussion.

This proposed budget of $6,476,903 is a 12.60% or $724,541 increase over the current year. The County and University both show increases while the City shows a slight decrease. The County’s increase is 18.65% ($461,417), City’s decrease is 1.61% ($25,251) and the University’s increase is 23.19% ($200,952).

As a reminder, the funding formula is based on the actual number of public safety calls processed/dispatched for each jurisdiction (police/fire/rescue) during the calendar year. The total calls increased by 9,000 with the County’s increasing 9,976, City’s decreasing 5,420 and the University’s increasing 4,444.

Last year, the ECC Management Board directed staff to move year-to-year expenditures that were included into the internal CIP to the regular budget to be in line with current practice. This resulted in an increase in this year’s budget of $58,000.

Some of the larger changes this year include:

Operations Budget – The $111,009 increase in the salary line item and line items linked to salary (OT, shift differential, FICA, VRS) is based on the public safety payscale implementation January 1, 2019. There is also an expanded request for a Deputy Director, night Operations Manager and a Training Supervisor in all of those same line items, increase custodian position from 0.75 FTE to full-time, as well as a request to supplement holiday pay for those working 12-hour shifts, all of which totals $261,346 (without benefits). Our overtime request increased $9,000 due to new overtime calculations under FLSA for education stipends, as well as changes in required pay items with the implementation of Kronos. Our part-time wages request increased
$8,000 due to part-time temporary employees helping our working supervisors complete QA/QI, FOIA and Accreditation tasks. Our shift differential increase is $3,362 due to the public safety pay scale shift differential adjustments as well as how shift differential will be calculated with the new pay system. Repair and Maintenance of Buildings increased $20,000 due to the HVAC System Replacement being moved from the CIP per ECC Management Board direction last year. Maintenance contract costs increased a total of $32,455. To continue our recruitment and staffing efforts we increased advertising $7,500. We increased our request for travel and training $22,500 which includes $8,000 from the CIP to our regular budget (our request for LEAD increased $500 due to the fee increasing), remaining increase is for increased costs of courses, conferences, recertifications, new employee training materials, lodging for inclement weather and mileage and pool/rental car expenses. We are also requesting an additional $20,000 in the technology equipment line item to include an increase of $5,000 for replacement batteries and $15,000 increase for equipment upgrades, replacement and repairs.

**Emergency Management Budget** – Overall increase is $64,231 over the current budget. The major request increase for $68,400 is an expanded request for an RFP to have a contractor write Emergency Plans which we are requesting be funded as revenue from the ECC Fund Balance, but included it in the budget for transparency. There is also a $5,000 expanded request to cover food for the first 24 hours of an EOC activation.

**800 MHz Radio Budget** – This budget decreased 1.25%, resulting in an $11,472 savings over the previous year.

**Action needed** – The ECC Management Board will need to take formal action to approve the proposed budget as presented or with any changes so that it can be forwarded to Albemarle County’s Office of Management and Budget to be included in Albemarle County Board of Supervisor’s budget work sessions and adoption.

Please let me know if you have any questions.
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<th>FY 16 Act</th>
<th>FY 17 Act</th>
<th>FY 18 Act</th>
<th>FY 19 Adopt</th>
<th>FY 20 Request</th>
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<th>FY20 REQ - FY 19 Adopt (%)</th>
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<td>211000-Virginia Retirement Sys.</td>
<td>264,973</td>
<td>238,848</td>
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<td>58,051</td>
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<td>301,181</td>
<td>368,874</td>
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<td>9,312</td>
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<td>242000-GROUP LIFE/PART-TIME</td>
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<td>906</td>
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<td>138,325</td>
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<td>126,191</td>
<td>158,646</td>
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<td>1,904</td>
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<tr>
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<tr>
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<td>Water &amp; Sewer Services</td>
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$10,000 request for new training/testing laptops, $5,000 increase for replacement batteries for UPS system and $15,000 increase for computer system equipment upgrade, replacements & repairs.

$68,400 is for RFP to have contractor write Emergency Plans and will be a one-time cost funded with revenue from Fund Balance if approved (shown in funding formula). Budget and Finance Committee recommended leaving this while we continue to review for potential solutions. This would need formal approval by the ECC Management Board to move forward.
<table>
<thead>
<tr>
<th>Category</th>
<th>Budget 2022</th>
<th>Actual 2022</th>
<th>Budget 2023</th>
<th>Actual 2023</th>
<th>Difference</th>
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<td>437</td>
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<td>1,030</td>
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<td>13,200</td>
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<td>0%</td>
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<tr>
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<td>12,000</td>
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<td>0%</td>
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<tr>
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<td>4,000</td>
<td>0</td>
<td>0%</td>
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<tr>
<td><strong>600800 - VEHICLE &amp; EQUIP. FUEL</strong></td>
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<td>3,345</td>
<td>12,000</td>
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<td>0%</td>
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<td><strong>530900 - AUTOMOTIVE INSURANCE</strong></td>
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<td><strong>530900 - Automotive Insurance</strong></td>
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<td>454</td>
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<td>1,030</td>
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<td><strong>540000 - Leases And Rentals</strong></td>
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<td>3,345</td>
<td>12,000</td>
<td>0</td>
<td>0%</td>
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<td>517</td>
<td>4,000</td>
<td>0</td>
<td>0%</td>
</tr>
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</tr>
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<td><strong>600700 - TECHNOLOGY EQUIPMENT</strong></td>
<td>4,359</td>
<td>0</td>
<td>500</td>
<td>500</td>
<td>0%</td>
</tr>
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<tr>
<td><strong>600800 - VEHICLE &amp; EQUIP. FUEL</strong></td>
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<tr>
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<td>500</td>
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<td>0%</td>
</tr>
<tr>
<td><strong>600100 - Office Supplies</strong></td>
<td>358</td>
<td>2,475</td>
<td>2,804</td>
<td>0</td>
<td>0%</td>
</tr>
</tbody>
</table>

8 Total: $5,683,880
8 Total: $5,397,825
8 Total: $5,340,874
8 Total: $5,752,162
8 Total: $6,486,703
8 Total: $734,541
8 Total: 12.8%

**TRUE Balanced?**
## FY 2020 ECC Funding Formula - Budget Shares

<table>
<thead>
<tr>
<th>PD/Fire/EMS Calls</th>
<th>County</th>
<th>City</th>
<th>UVA</th>
<th>Totals</th>
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<tbody>
<tr>
<td>Percentage</td>
<td>90,569</td>
<td>49,450</td>
<td>33,303</td>
<td>173,322</td>
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### FY 20 Budget

- Minus Internal 800 MHz Public Safety* = $6,476,703
- Minus 800 MHz Outside Agencies** = $640,864
- Total = $5,835,839

### Total multiplied by % above

- Internal 800 MHz Public Safety* = $371,782
- Minus Other Revenue = $190,697
- Total Owed per locality = $2,935,001

### * Internal public safety agencies include:
- Albemarle County Public Safety (41.17%)
- City of Charlottesville Public Safety (15.97%)
- University of Virginia Public Safety (13.83%)

### ** Outside agencies include (billed individually):
- Albemarle County Schools (9.75%)
- City of Charlottesville Public Works (3.46%)
- City of Charlottesville Schools (1.76%)
- City of Charlottesville Transit (2.59%)
- UVA Transit (3.59%)
- Charlottesville-Albemarle Regional Airport (2.35%)
- Albemarle -Charlottesville Regional Jail (0.86%)
- Rivanna Water & Sewer Authority (2.14%)
- Albemarle County Service Authority (1.94%)
- PVCC Police Dept. (0.10%)
- US Marshalls (0.48%)

### ** These would be billed separately as part of the 800 MHz infrastructure budget.

### Other Outside Revenues

- 50,000 (Interest)
- 546,000 (911 Board)
- 68,400 (ECC Fund Balance)
- 3,993 (FBI)

### Total Shares Due FY- 2019-2020

- Albemarle County - $2,935,001 (52.26%)
- City of Charlottesville - $1,543,715 (28.53%)
- University of Virginia - $1,067,380 (19.21%)
- 800 MHz Infrastructure Others - $262,214

### Total Other Outside Revenues

- $668,393
## Charlottesville-UVA-Albemarle County Emergency Communications Center FY 19/20 Budget Cost Center Totals

<table>
<thead>
<tr>
<th>Cost Center</th>
<th>FY 18/19</th>
<th>FY 19/20</th>
<th>% Change</th>
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</thead>
<tbody>
<tr>
<td>31040</td>
<td>$4,541,040</td>
<td>$5,212,822</td>
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<tr>
<td>31045</td>
<td>$296,572</td>
<td>$360,803</td>
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<tr>
<td>31048</td>
<td>$914,550</td>
<td>$903,078</td>
<td>-1.25%</td>
</tr>
<tr>
<td>TOTALS</td>
<td>$5,752,162</td>
<td>$6,476,703</td>
<td>12.60%</td>
</tr>
<tr>
<td></td>
<td>FY 18/19</td>
<td>FY 19/20</td>
<td>Increase</td>
</tr>
<tr>
<td>----------------</td>
<td>----------</td>
<td>----------</td>
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</tr>
<tr>
<td>Charlottesville-UVA-Albemarle County Emergency Communications Center</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City 18/19</td>
<td>1,568,966</td>
<td>1,543,715</td>
<td>-25,251</td>
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<tr>
<td>County 18/19</td>
<td>2,473,584</td>
<td>2,935,001</td>
<td>461,417</td>
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<tr>
<td>UVA 18/19</td>
<td>866,428</td>
<td>1,067,380</td>
<td>200,952</td>
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<tr>
<td>Other 800 MHz 18/19</td>
<td>263,385</td>
<td>262,214</td>
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<tr>
<td>Other Revenue 18/19</td>
<td>579,799</td>
<td>668,393</td>
<td>88,594</td>
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</table>
COUNTY OF ALBEMARLE
POSITION DESCRIPTION

<table>
<thead>
<tr>
<th>JOB TITLE:</th>
<th>LOCATION: Emergency Communications Center</th>
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</thead>
<tbody>
<tr>
<td>Deputy Director of Emergency</td>
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<tr>
<td>Communications</td>
<td></td>
</tr>
<tr>
<td>IMMEDIATE SUPERVISOR:</td>
<td></td>
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<tr>
<td>Executive Director of Emergency</td>
<td></td>
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<tr>
<td>Communications</td>
<td></td>
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<tr>
<td>JOB CLASS CODE: 10151</td>
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<tr>
<td>PAYGRADE: 23</td>
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<tr>
<td>FLSA STATUS: Exempt</td>
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</tbody>
</table>

GENERAL DEFINITION OF WORK:

Assists the Executive Director of Emergency Communications in performing difficult administrative and complex work in planning, directing and maintaining continuity of the full activities of the Emergency Communications Center. Assists in supervision of Dispatch Operations and staffing/personnel management. Direct supervision is exercised over specific units of the agency consisting of Emergency Management, Information Technology (including facilities responsibility and land mobile radio systems). Work frequently involves participating in the work of subordinates and assuming command of the agency in the absence of the Executive Director of Emergency Communications.

ESSENTIAL FUNCTIONS:

- Prepares and administers the Emergency Management and IT divisional budgets and business plans, expenditures, work schedule, performance indicators and statements and long-range goals;
- Assists the Executive Director with development of the annual agency budget;
- Writes policies/procedures for the agency and evaluates existing policies/procedures; Develops guidelines;
- Directs development and implementation of technology and facility strategy and plans;
- Assists in development and implementation of the Emergency Communications Center’s Strategic Plan
- Provides coordination and oversight of various management teams and special projects such as: regional emergency communications systems; emergency communications facility; emergency management systems (Veoci, CodeRED); computer-aided dispatch system (CAD); emergency telephone systems; agency vehicle specifications; equipment maintenance/replacement; records management systems; vehicle accident review; technology solutions, etc.;
- Supervises, develops, reviews, and implements major and minor procurements via RFP, RFQ, IFB;
- Manages IT and Emergency Management staff including recruitment, performance management, evaluations, professional development;
- Provides advice to subordinates on solutions to complex problems;
- Directs, reviews, and coordinates the work of personnel throughout the agency;
- Evaluates the work of subordinates and takes corrective action as needed;
- Supervises the maintenance and preparation of detailed reports, records and files; Coordinates, reviews and/or prepares reports, plans and analyses for the Executive Director;
- Develops and manages the agency’s performance management program;
• Investigates complaints against agency staff and presents findings to the Executive Director;
• Develops regular communications, both orally and in writing, with internal and external stakeholders; presents educational programs to the public as directed;
• Confers, coordinates, and works with state and regional public safety departments, emergency communications staff, regional boards, and city, county and university personnel;
• Assists in planning, coordinating and overseeing staff and technical activities of the agency;
• Develops and implements procedures to improve service delivery, customer service and efficiency at all levels of the organization; employee quality improvement program;
• Acts as Director of Emergency Communications during his/her absence;
• Represents the agency as delegated by the Executive Director of Emergency Communications on a variety of state or regional councils, committees and task forces;
• Assumes command or functions in an emergency communications leadership role for significant incidents;
• Coordinates with the regional Emergency Management Coordinator on the planning, response, recovery and mitigation of all emergencies, and Emergency Operations Center (EOC) activations;
• Serve as the Emergency Management Coordinator when the Emergency Management Coordinator and Assistant Emergency Management Coordinator are not present;
• Serve as the EOC Manager if an EOC is activated and the Office of Emergency Management is not present;
• Serves as agency lead in developing and coordinating technology initiatives;
• Performs related tasks as required.

KNOWLEDGE, SKILLS AND ABILITIES:

Thorough knowledge of the principles, systems, and practices of providing efficient emergency communications and public safety services; Knowledge of the principles and practices of organization, strategic planning, team building, time management, supervision; Ability to effectively command personnel and coordinate response to complex emergency incidents; Ability to think and act quickly in emergencies; Ability to plan, direct, and develop new emergency services; Ability to understand and navigate multiple regional jurisdictions, departments, agencies and personnel; Ability to maintain harmonious working relationships with the media; Ability to interpret and explain laws, ordinances, and agency policies; Ability to present facts and recommendations effectively in oral and written form; Ability to motivate and lead staff to operate efficient service delivery system; Ability to handle difficult situations using well developed conflict management skills; Ability to conceptualize performance management and quality improvement programs and goals; Knowledge and ability to apply the National Incident Management System (NIMS) and the Incident Command System (ICS); Ability to obtain and maintain Virginia Criminal Information Network/National Crime Information Center certification, Cardio Pulmonary Resuscitation. Must maintain a valid Virginia vehicle operator’s license.
EDUCATION AND EXPERIENCE:

Any combination of education and experience equivalent to graduation from an accredited, four year college or university with a bachelor’s degree; At least five years of leadership experience in emergency communications in a public safety setting. FEMA Incident Command System 100, 200, 300, 400, 700, and 800; Possession of a valid driver’s permit issued by the Commonwealth of Virginia. Must maintain all required certifications and licenses.

PHYSICAL CONDITIONS AND NATURE OF WORK CONTACTS:

Work is normally performed in a public safety communications center setting, often under stressful conditions while sitting for extended periods of time. Agency hours of operation are 24 hours a day, 365 days a year. The employee is typically scheduled for day work hours Monday through Friday, but is subject to recall at any time. This position is considered essential personnel and falls under Albemarle County AP-4 and as a result, is subject to working long hours, being held over, or being called back for disasters, local emergencies, or special events. Frequent night and weekend duties are necessary. Frequent exposure to physical stress and adverse weather conditions is required. Frequent contact with the public, police, fire and rescue, and emergency management is necessary. Occasional contact with other federal, state, and local government departments and agencies is required. These contacts may require considerable skill in diplomacy, tact, or discretion.

EVALUATION:

Performance will be evaluated on the ability and effectiveness in carrying out the above responsibilities.

Date
Approved:

Date (s)
Amended:

Deputy Director of Emergency Communications 2/12/2019
GENERAL DEFINITION OF WORK:
Under the general supervision of the Director of Emergency Communications, the Operations Manager is responsible for day to day management of the Communications Supervisors and their staff. The Operations Manager is responsible for the Emergency Communications Center's (ECC) Performance Management and Quality Improvement Programs. The Operations Manager will be the official keeper of records that include FOIA requests, subpoenas, recordings, citizen requests, responder requests/inquiries, as well as all other relevant ECC records. Supervisory duties include the ability to implement a variety of skills and techniques used to motivate subordinates. The incumbent is expected to demonstrate high standards of knowledge and competence which sets an example for subordinates. Through performance appraisal, the operations manager informs subordinates (Communications Supervisors) and management of employee progress. As required, the Operations Manager will oversee the work performed by subordinates and assume command of the ECC in the absence of the Communications Director.

ESSENTIAL FUNCTIONS:
- Supervises the day to day operations of the Communications Supervisors and their staff.
- Supervises the day to day duties of the Accreditation and Training Supervisor.
- Monitors the performance of all probationary communication officers for the duration of their probationary period (1 year).
- Prepares reports for submission to the communications director regarding the development and status of probationary communications officers.
- Conducts monthly meetings with Communications Supervisors to formally review the performance of probationary communications officers.
- Evaluates and determines if the probationary communications officer’s performance is sufficiently competent to advance through each phase of their communications training.
- Evaluates and recommends if a probationary communications officer will be retained, recycled, or terminated from employment at the completion of their communications training program.
- Assists the director in testing new hires.
- Develops and presents education programs to the public as directed.
- Investigates citizen or departmental complaints as directed.
- Prepares plans and work schedules as directed.
- Organizes and attends liaison meetings with various Public Safety agencies
- Responsible for all FOIA records and recording requests and will be the keeper of the records for the Emergency Communications Center.
- Prepares and provides midyear and annual evaluations for the Communications Supervisors.
- Investigates complaints against communications staff and report findings with recommendations to the Director.
- Manages an ECC Performance Management Program with specific indicators and measurements.
- Performs other related duties as required.

KNOWLEDGE, SKILLS AND ABILITIES:
Ability to skillfully use telecommunications equipment; ability to present ideas clearly both verbally and in writing; ability to provide constructive criticism and praise; ability to accept criticism and feedback; ability to conceptualize performance management and quality improvement programs and goals; ability to prepare correspondence, operating procedures and manuals; comprehensive knowledge of the principles of supervision and personnel management; ability to analyze emergency situations objectively and make sound decisions; ability to plan and organize response to complex emergencies; ability to maintain good working relationships with center employees, other public agencies, the media, and the general public; thorough knowledge of the geography, road systems, and landmarks in the County of Albemarle, City of Charlottesville and the University of Virginia; general knowledge of the geography, road systems, and landmarks of surrounding counties within the emergency medical response area; knowledge of community resources that may be used in emergency situations; ability to be courteous, speak distinctly, and perform multiple tasks simultaneously; ability to type and/or use a CRT keyboard; ability to obtain and maintain Virginia Criminal Information Network/National Crime Information Center, Cardio Pulmonary Resuscitation, Emergency Medical Dispatch, and Virginia State Instructor certifications.

EDUCATION AND EXPERIENCE:
Any combination of experience and education equivalent to graduation from an accredited, four year college or university with a bachelors degree and at least five years of experience in emergency telecommunications in a public safety setting.

PHYSICAL CONDITIONS AND NATURE OF WORK CONTACTS:
Duties are normally performed in a public safety emergency communications center setting, often under stressful conditions; Hours of operation are 24 hours a day 365 days a year. The employee is primarily scheduled for day work hours Monday through Friday, but is subject to recall at any time. This position is considered essential personnel and falls under Albemarle County AP-4 and as a result, is subject to working overtime, being held over, or being called back for disasters, local emergencies, or special events. Frequent contact with the public, police, fire, and emergency medical service providers is necessary. Occasional contact with other federal, state, and local government agencies is required. These contacts may require considerable skill in diplomacy, tact or discretion.

EVALUATION:
Performance will be evaluated on the ability and effectiveness in carrying out the responsibilities as outlined.
COUNTY OF ALBEMARLE
POSITION DESCRIPTION

JOB TITLE: ECC Training Supervisor

LOCATION: Emergency Communications Center

IMMEDIATE SUPERVISOR: Executive Director

JOB CLASS CODE:

PAYGRADE: FLSA STATUS: 15

GENERAL DEFINITION OF WORK:

Exercises direct supervision over the agency’s training program which shall include New Employee Training, Basic Training, In-Service Training, and supervision of agency CTO’s during each training component and the daily supervision of all newly hired employees while in training. Supervisory duties require the application of motivational skills and techniques used to successfully progress ECC employees/subordinates toward positive achievement in support of the Emergency Communication Center’s training & development objectives, which includes continual education of the agency’s staff members. The Training Supervisor is expected to demonstrate high standards of knowledge and competence which sets an example for ECC Staff. The Training Supervisor will work within established agency guidelines, but may also exercise some independent judgment in applying policy and procedures.

ESSENTIAL FUNCTIONS:

• Establishes and maintains training program to include all supporting materials to meet agency training requirements;
• Reviews all trainee evaluations and makes recommendations for release or termination;
• Reviews standard operating procedures on routine basis and provides suggestions for necessary changes or revisions;
• Conducts meetings with communications training officers (CTO’s), and other appropriate ECC staff as needed to review employee training programs;
• Monitors APCO Minimum Training Standards for Public Safety Tele-communicators Certification;
Manages training, certification, recertification, development and continuing education for communications center personnel;
Manages the ECC's Career Development Program;
Manages all aspects of the citizen and responder satisfaction surveys;
Prepares and submits quarterly reports on training as directed;
Recruits appropriate instructor(s) to teach subject matter, develops and monitors in-house instructors to assist in the training process;
Assists other agencies with mock accreditation assessments and assists local agencies with accreditation reviews as directed;
Makes public presentations on assigned topics as directed;
Coordinates and directs the Community Involvement Team;
Instructs at the regional training academy as directed;
Fosters good working relationships with other public safety agencies;
Conducts surveys with staff and other public safety agencies and organizations;
Ensures compliance with DCJS training requirements and any other state mandated training;
Performs dispatching duties as needed as well as working two 8 hour shifts dispatching per month;
Performs other related duties as assigned.

KNOWLEDGE, SKILLS AND ABILITIES:

Comprehensive knowledge of the principles of supervision and personnel management; ability to analyze situations objectively and make sound decisions; ability to develop, plan, write and organize a training curriculum; ability to maintain good working relationships with ECC staff, other public agencies, the media, and the general public, ability to instruct ECC staff in various training classes; thorough knowledge of the geography, road systems and landmarks of the County, City and University of Virginia; ability to type 40 wpm and use a CRT keyboard; ability to obtain and/or maintain all required certifications such as Public Safety Telecommunicator I, Fire Service Communications, Virginia Criminal Information Network/National Crime Information Center, Cardio Pulmonary Resuscitation, and Emergency Medical Dispatch and DCJS General Instructor. Must maintain proficiency with New World Computer Aided Dispatch system and the VESTA phone system that are in use at the Emergency Communications Center. Must maintain a valid Virginia driver's license with a good driving record.
EDUCATION AND EXPERIENCE:

Any combination of education and experience equivalent to graduation from High School or possession of a GED and five years’ experience in emergency communications with two years at a supervisory level. Associate’s Degree in emergency communications, public administration, business management, criminal justice, or a related field of study is preferred. Completion of appropriate training as prescribed by the ECC and the Commonwealth of Virginia for this level of position is required.

PHYSICAL CONDITIONS AND NATURE OF WORK CONTACTS:

Duties are normally performed in an office or classroom setting; hours of operation are normally 8 hours a day and 5 days a week. Work periods may be flexible based on the workload at the time as approved. The employee in question is considered essential personnel and fall under Albemarle County AP-4 and in addition, is subject to working overtime, being held over, or called back for disasters, local emergencies, or special events. Frequent contact with the public, police, fire, and emergency medical service providers is necessary. Occasional contact with other federal, state, and local government agencies is required. These contacts may require considerable skill in diplomacy, tact or discretion.

EVALUATION:

Performance will be evaluated on the ability and effectiveness in carrying out the responsibilities as outlined.

Date Approved:

Date(s) Amended:
MEMORANDUM - GENERAL

To: ECC Management Board
From: Jill Preddy, Management Analyst
Date: February 12, 2019
Subject: FY 2020 Internal CIP

Attached is the proposed FY 2020 Internal CIP Request. This year we moved $58,000 from the CIP to our operating budgets for ongoing items that had been included in previous per the Board’s direction last year.

The items included in the internal CIP are for one-time projects and are funded from the ECC fund balance. Therefore, no additional money from the jurisdictions would be required.

Staff is requesting that the Board approve the FY 2020 Internal CIP.
<table>
<thead>
<tr>
<th>Project</th>
<th>FY 20</th>
<th>FY 21</th>
<th>FY 22</th>
<th>FY 23</th>
<th>FY 24</th>
<th>FY 25</th>
</tr>
</thead>
<tbody>
<tr>
<td>ECC Painting</td>
<td>$20,000</td>
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<td>ECC UPS System Upgrade</td>
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<td>$75,000</td>
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<td>ECC Vehicle Replacement</td>
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<td>BDA Upkeep/Replacement</td>
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<td>ECC Building Security System</td>
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<td>$40,000</td>
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<tr>
<td>800 MHz Cache Radio Batteries</td>
<td>$5,000</td>
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<td>$5,000</td>
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<td>Moved to 800 MHz Radio System Budget, Communications Equipment line item</td>
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<td>HVAC System Replacement</td>
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<td>Moved to Operations Budget, R&amp;M Buildings line item</td>
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<td>Micro Replacement</td>
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<td>CAD Monitors &amp; Micros</td>
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<td>IT Infrastructure Updates</td>
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<td>Pictometry Mapping &amp; Change Finder</td>
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<td>Elevator Replacement</td>
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<td>Phone &amp; PC Replacements ECC &amp; COB5</td>
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<td>911 Telephone Infrastructure Refresh</td>
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<td>ECC Radio Cache Replacement</td>
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<td>New laptops for testing</td>
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<tr>
<td>Roof Drainage Repairs and Improvements</td>
<td></td>
<td>$25,000</td>
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<td>Redundant Generator Costs for ECC Bldg.</td>
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<td>TBD</td>
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<tr>
<td>Building Renovations for Office Space</td>
<td></td>
<td>$30,000</td>
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<td>Refrigerator Replacement</td>
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<td>$3,500</td>
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<tr>
<td>All projects will be paid from the ECC Fund Balance Account as capital items</td>
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Total: $321,700 | $720,000 | $682,000 | $280,000 | $0 | $0
MEMORANDUM - GENERAL

To: ECC Management Board
From: Allison Farole and Chief Andrew Baxter
Date: February 19, 2019
Subject: Regional Training Opportunity – ICS 305

The events of August 2017 and August 2018 provided our area public safety agencies, emergency management community, and local government and institutional officials with a clear understanding of the value of highly trained incident planner and incident managers. The deployment and effective integration of multiple Incident Management Teams from across the Commonwealth to our region proved the value of this unique and particular skill set and highlighted the need for the further development of our own local and regional incident planning and incident management capabilities.

The Office of Emergency Management, along with the Charlottesville Fire Department is exploring the possibility of hosting a training opportunity that would enable public safety, emergency management, and other personnel to receive specialized training focused on planning and operations.

The Type 3 All-Hazards Incident Management Team (AHIMT) ICS 305 training course is a 5-day that serves as a basic introduction to the activities and processes of a USFA Type 3 AHIMT. This course will assist individual responders to perform as viable team members by:

- Demonstrating the goals of the National Incident Management System (NIMS) and the National Response Framework (NRF)
- Emphasizing the nature and purpose of a USFA Type 3 AHIMT so that others in the community and emergency services are more willing and able to assist within various components of their local IMT
- Demonstrating the critical role that leadership and teamwork skills play in the success of a USFA Type 3 AHIMT
- Providing a basic framework for building and maintaining critical interpersonal communications and working together as a team member
- Offering practical experience of on-scene operations through extensive exercise and simulations, as well as through post-course refresher training
Course Curriculum Includes:

- Leadership and Team Dynamics
  - Leadership and Leaders Intent
  - Stress Management
  - Communications Methods

- Introduction to the Planning Process
  - Planning “P”
  - Relationship of ICS forms to the Planning “P”
  - Information Sharing
  - Setting Objectives/Issues/Leaders Intent

- The Planning Cycle
  - Forms Review
  - Logistics Section
  - Safety Message
  - PIO Media Briefing
  - Finance/Cost/claims
  - IAP Preparation and Approval
  - Operational Period Briefing

- Contingency/Transition Planning

Through this training opportunity, the Charlottesville-UVA-Albemarle region can better incorporate best practices, increase bench depth in the field and EOC Operations, and develop a well-trained team that will improve our region’s organic incident planning and incident management capabilities as well as allow for more seamless integration with State and Federal resources in times of man-made or natural disaster.

To initiate this process, the Office of Emergency Management and the Charlottesville Fire Department would partner with VDEM and/or other training providers to provide the ICS 305 course to an initial group of public safety personnel before June 30, 2019. To help fund this opportunity, the Office of Emergency Management has identified Local Emergency Management Performance Grant (LEMPG) funds to help fund tuition and food costs for regional partners. The LEMPG funding is already available in the Office of Emergency Management’s budget and does not require an approval of appropriation or movement of funds.

The current ask of the board, is to gauge the level of interest from each public safety organization within Charlottesville-UVA-Albemarle to send identified personnel to this training opportunity.

cc: Barry Neulen
To: Barry Neulen, ECC Executive Director
From: Gerald Smith, ECC Sr. Systems Analyst & Project Manager
Date: February 8, 2019
Subject: CAD Technology Project Update – February, 2019

CAD/RMS/Mobile Replacement
The Region hosted Tyler/New World technical personnel onsite from late October through early December 2018 to review RFP compliance items, discuss current system issues and to conduct Business Practice Reviews for Mobile Field Reporting, Mobile, Law Records Management, Corrections/Jail Records Management and CAD and System Auditing.

- Mobile Field Reporting
  - October 29 and November 13-15
- Mobile
  - October 29 – November 1
- Law Records and System Auditing
  - November 27-29
- Corrections/Jail Records
  - December 4-6
- CAD
  - October 30 – November 1

Those meetings provided the Region with closure to a significant number of open issues, alerted the Region to where certain Business Practices and/or Business Workflows may need to be reviewed internally and/or changed and presented the Region with some impromptu training.

Once the onsite sessions were completed, the Region met to determine what items were left as Non-Compliance from the initial RFP. The number of non-compliant items, per module/discipline, are summarized below

- Mobile Field Reporting - 16
- Mobile - 0
- Law Records - 0
- System Auditing
  - Some items work for some Agencies based on their Business Practices but not for others
- Corrections/Jail Records - 3
- CAD - 12
The Region and Tyler/New World Systems personnel continue to make improvements to, and resolve issues for, the Tyler/New World system Public Safety System.