

COUNTY OF YORK

MEMORANDUM

DATE: August 3, 2016 (BOS Mtg. 8/16/16)

TO: York County Board of Supervisors

FROM: Neil A. Morgan, County Administrator 

SUBJECT: Memorandum of Understanding for Backup Services for Hampton 9-1-1

The attached Memorandum of Understanding (MOU) provides for backup services for the City of Hampton's 9-1-1 Communications Center. The Board of Supervisors' approval is requested to allow the use of York-Poquoson-Williamsburg Emergency Communications Center as a backup facility if/when the City of Hampton 9-1-1 Communications Center is unable to operate during an extended outage. The attached MOU establishes the terms and conditions for Hampton's use of the York-Poquoson-Williamsburg Emergency Communications Center, and provides a one-time reimbursement by Hampton to York County up to \$10,000 for upgrades to the York-Poquoson-Williamsburg Emergency Communications Center to facilitate the transfer of Hampton's emergency and non-emergency calls to the 9-1-1 Center. Thereafter, beginning one year from the date of the agreement, Hampton will pay York County an annual fee of \$5,000, escalating three percent, per annum, for maintenance to the York-Poquoson-Williamsburg Emergency Communications Center.

It is requested that the County Administrator be authorized to enter into an MOU with the City of Hampton to allow the use of the York-Poquoson-Williamsburg Emergency Communications Center during extended outages, and adoption of proposed Resolution R16-96 is recommended to effect this action.

TH/3620

Attachments:

- Memorandum of Understanding
- Proposed Resolution R16-96

MEMORANDUM OF UNDERSTANDING

Between:

THE CITY OF HAMPTON, VIRGINIA

And

YORK COUNTY, VIRGINIA

The City of Hampton, Virginia (“Hampton”) and York County, Virginia (“York County”), agree that York County will allow Hampton to use the York-Poquoson-Williamsburg Regional 911 Emergency Communications Center (“911 Center”) as backup facilities when the City of Hampton 911 Communications Center is unable to operate during an extended outage. This Memorandum of Understanding (“MOU”) establishes the terms and conditions of the Hampton’s use of the 911 center.

I. GENERAL PROCEDURES

- A. Hampton, through its Chief of Police or his designee (collectively “Chief”), will notify York County, through the Director of the 911 Center, or his designee (collectively “Director”), immediately of any extended outage situation wherein Hampton’s communications staff desires to relocate to the 911 Center (“Hampton relocation”). Whether an outage qualifies as an extended outage will be determined in the sole discretion of the Chief. York County will allow relocations of Hampton’s communications staff to the 911 Center in all cases where Hampton experiences an extended outage situation, except when York County has vacated its 911 Center, or when circumstances are impacting the 911 Center such that, as determined by the sole discretion of the Director, relocation of Hampton’s communications operations would not provide a safe environment at the 911 Center. In such circumstances, the Director shall advise Hampton that the 911 Center is temporarily unavailable.
- B. During Hampton relocation, Hampton Communications supervisors will ensure on-duty dispatchers remain in radio or cellular phone contact with the 911 Center’s supervisors during the transition from Hampton communication center’s normal location to the alternate location at the 911 Center. Hampton staff will perform all activities necessary to redirect calls once they arrive at the 911 Center to allow Hampton emergency and non-emergency telephone calls to be answered at the 911 Center at designated positions.

- C. Hampton will be responsible for notifying the public at large of its need to temporarily relocated communications center operations to the 911 Center and the City will publish and broadcast both emergency and non-emergency phone numbers for Hampton residents to reach Hampton dispatchers.
- D. Hampton will utilize preconfigured call forwarding capabilities to transfer specific City Communications phone lines to pre-established telephone numbers that connect to the 911 Center at the designated positions. Hampton will be responsible for answering all Hampton calls transferred to the designated positions.

II. PAYMENTS

Hampton will make a one-time reimbursement York County up to \$10,000 for upgrades to the 911 Center to facilitate the transfer of Hampton emergency and non-emergency calls to the 911 Center. Thereafter, beginning one year from the date of this agreement, Hampton will pay York County \$5,000, escalating three percent, per annum, for maintenance to the 911 Center.

III. SIMULATION

At least once a year, on a mutually agreeable date, Hampton and York County will engage in a simulation of a Hampton relocation.

IV. TERM

This Agreement will remain in effect until terminated by either party upon 90 days' written notice to the other party as follows:

If to Hampton: Terry Sult, Chief of Police
40 Lincoln Street
Hampton, Virginia 23669

If to York County: D. Terry Hall, Director
York-Poquoson-Williamsburg Regional
911 Emergency Communications Center
301 Goodwin Neck Road
Yorktown, Virginia 23690

This agreement shall be reviewed annually, and may be modified upon the written concurrence of both parties.

SIGNATURES ON FOLLOWING PAGE

THE CITY OF HAMPTON, VIRGINIA

Mary Bunting, City Manager

APPROVED AS TO CONTENT:

Terry Sult, Chief of Police

APPROVED AS TO LEGAL SUFFICIENCY:

Brandi A. Law, Sr. Assistant City Attorney

YORK COUNTY, VIRGINIA

Neil Morgan, County Administrator

APPROVED AS TO CONTENT:

D. Terry Hall, Director of Emergency Communications

Approved as to legal sufficiency:

James E. Barnett, County Attorney

BOARD OF SUPERVISORS
COUNTY OF YORK
YORKTOWN, VIRGINIA

Resolution

At a regular meeting of the York County Board of Supervisors held in York Hall, Yorktown, Virginia, on the ____ day of _____, 2016:

Present

Vote

Jeffrey D. Wassmer, Chairman
Sheila S. Noll, Vice Chairman
Walter C. Zaremba
W. Chad Green
Thomas G. Shepperd, Jr.

On motion of _____, which carried ____, the following resolution was adopted:

A RESOLUTION TO AUTHORIZE THE EXECUTION OF MEMORANDUM OF UNDERSTANDING FOR THE USE OF THE YORK-POQUOSON-WILLIAMSBURG EMERGENCY COMMUNICATIONS CENTER FACILITY TO THE CITY OF HAMPTON’S 9-1-1 COMMUNICATION CENTER IF IT IS FOUND NECESSARY DURING AN EXTENDED OUTAGE

WHEREAS, the City of Hampton (the “City”) has requested that the County of York (the “County”) allow the City to use the York-Poquoson-Williamsburg Emergency Communications Center (the “Center) as a backup facility when the Hampton 9-1-1 Communications Center is unable to operate during an extended outage; and

WHEREAS, a Memorandum of Understanding (MOU) has been prepared between the City and the County which establishes the terms and conditions of the City’s use of the Center; and

WHEREAS, City will make a one-time reimbursement to the County for upgrades to the Center to facilitate the transfer of the City’s emergency and non-emergency calls; and will, thereafter, beginning one year from date of the MOU, will pay the County a yearly sum for maintenance to the York-Poquoson Emergency Communications Center;

NOW, THEREFORE, BE IT RESOLVED by the York County Board of Supervisors this the ____ day of _____, 2016, that the County Administrator be, and he is hereby, authorized to execute a Memorandum of Understanding, in a form substan-

tially as that attached to the County Administrator's memorandum dated August 3, 2016, and as approved to form by the County Attorney, for the use of the York-Poquoson-Williamsburg Emergency Communication Center facility to the City of Hampton's 9-1-1 Communication Center if it is found necessary during an extended outage.