

## CHAPTER 18

### EMERGENCY TELEPHONE SERVICE

18.01 Title.	18.11 Network Features.
18.02 Authority.	18.12 Network Configuration.
18.03 Purpose.	18.13 System Costs Assessed Against Users.
18.04 Administration.	18.14 User Rates Subject to Change.
18.05 Definitions.	18.15 Liability, Service Supplier's Services Limited.
18.06 Construction of Chapter.	18.16 Liability, Liability of Service Supplier to Third Parties.
18.07 Plan of Operation.	18.17 Exchange Areas Covered by E911 Operational Plan.
18.08 Emergency Network and Universal Number Service; Installation of Equipment.	18.18 User Charges.
18.09 Provision of Emergency Network and Universal Number Service; 24 Hour a Day Availability.	
18.10 Application of Tariff.	Appendix: Text of Public Safety Joint Services of Manitowoc County Agreement

**18.01 Title.** This ordinance may be cited as the Emergency Telephone Service Ordinance.

**18.02 Authority.** This ordinance is enacted under the authority of Wis. Stat. § 146.70.

**18.03 Purpose.** This ordinance is enacted for the purpose of creating an emergency telephone system which can be accessed from any telephone located in the County of Manitowoc by dialing the numbers 911.

**18.04 Administration.** This ordinance shall be administered by the Administrator of the Joint Dispatch Center acting under the direction of the Coordinator of the Division of Emergency Services.

**18.05 Definitions.** In this chapter:

(1) "Automatic Location Identification" has the meaning set forth in Wis. Stat. § 146.70(1)(a).

(2) "Automatic Number Identification" has the meaning set forth in Wis. Stat. § 146.70(1)(b).

(3) "Cutover" shall mean the date on which the E911 emergency telephone system is activated by the service provider.

(4) "E911 emergency telephone system" or "the system" shall mean a sophisticated system as defined in Wis. Stat. § 146.70(1)(i).

(5) "PSC" shall mean the Public Service

Commission of Wisconsin.

(6) "Public Safety Answering Point" (PSAP) has the meaning set forth in Wis. Stat. § 146.70(1)(gm), and in this ordinance refers to the Public Safety Answering Point operated by Manitowoc County.

(7) "Selective Routing" shall mean a 911 telephone feature which allows 911 telephone calls originating from within a particular telephone office exchange area to be answered at any number of different predetermined PSAPs.

(8) "Service supplier" shall mean the telecommunications utility which directly contracts with Manitowoc County to provide the E911 emergency telephone system to residents of Manitowoc County and residents of that portion of the City of Kiel located in Calumet County. The service supplier may have a contractual relationship with other telecommunications utilities serving Manitowoc County's emergency telephone system area and, to the extent permitted by law, such other telecommunications utilities are included within the term service supplier as used herein.

(9) Telecommunications utility has the meaning set forth in Wis. Stat. § 196.01(10).

**18.06 Construction of Chapter.** This chapter shall be construed to be consistent with Wis. Stat. § 146.70, and acts amendatory thereto. In the event of any conflict of any part of this ordinance with said section of state statutes, the remainder of this

CHAPTER 18

ordinance shall not be affected thereby and to the extent all sections of this ordinance are declared to be severable.

**18.07 Plan of Operation.** There is hereby created in the County of Manitowoc an E911 emergency telephone system with a single Public Safety Answering Point located in the communications center of the Manitowoc County jail facility. The system shall be partially funded through a surcharge the telephone bills of the users of said system as permitted by Wis. Stat. § 146.70(3). The service supplier shall provide the essential components of such a system, including, arrangements with other telecommunications utilities to allow the system to be functional throughout Manitowoc County and in that portion of the City of Kiel located in Calumet County.

**18.08 Emergency Network and Universal Number Service; Installation of Equipment.** The service supplier shall install and maintain an E911 emergency telephone system and provide a universal central office number (911) for the use of the County’s public safety answering point engaged in assisting local governments within the E911 emergency telephone system area in protecting the safety and property of the general public. The system shall operate so that, when the number 911 is dialed it will provide the 911 system features described in MCC § 18.11 hereof to all access lines served by PSJS of Manitowoc County.

**18.09 Provision of Emergency Network and Universal Number Service; 24 Hour a Day Availability.** The features offered under the E911 system will be available twenty-four (24) hours a day, seven (7) days a week.

**18.10 Application of Tariff.** The service supplier’s provision of the services contemplated herein shall be governed by its tariff.

**18.11 Network Features.** The E911 system shall have the following features: Automatic Location Identification (ALI), Automatic Number Location (ANL), and Selective Routing.

**18.12 Network Configuration.** The telephone exchange areas set forth in MCC § 18.17 hereof shall be included in the Manitowoc County E911 system on the initial service date set by the contract between Manitowoc County and the service supplier.

**18.13 System Costs Assessed Against Users.** The service supplier shall bill its customers within the Manitowoc County E911 emergency telephone system area in amounts sufficient to recover its nonrecurring and recurring charges, as provided in Wis. Stat. § 146.70(3), and in the manner allowed by PSC rules, regulations, and tariffs.

**18.14 User Rates Subject to Change.** The service supplier shall review access line accounts 60 days before cutover and annually thereafter. This count shall be provided to the County. The access line count shall be used as the basis for adjusting the monthly user rate. The service supplier shall timely notify the County, in writing, whenever any change is pending to its tariff, whether initiated by the service supplier, the PSC or any other person.

**18.15 Liability, Service Supplier’s Services Limited.** In furnishing the use of its facilities to enable the county and its personnel to respond to such calls when received by such personnel on the County’s premises, the service supplier is not required to answer or forward E911 calls.

**18.16 Liability, Liability of Service Supplier to Third Parties.** This ordinance is not intended to, nor shall it be construed to create, amend, abridge, modify, or in any other way affect any obligation or liability of the service supplier, by way of civil action or otherwise, to third parties, including members of the public, for injuries, death or loss to persons or property resulting from its acts or omissions or for its suppliers’ acts or omissions under this ordinance.

**18.17 Exchange Areas Covered by E911 Operational Plan.** The E911 system established hereby shall be provided to all Manitowoc County residents and all residents of that portion of the City of Kiel lying in Calumet County, in the following telephone exchanges or parts thereof, in the following “S/R” stands for selective routing as hereinbefore defined:

Exchange	Prefixes (920)	Circuits	Company
Manitowoc	682,683,684,686	3	SBC
Two Rivers	793,794	2	Verizon
Mishicot	755	2	Verizon
Whitelaw	732	2	Verizon
Reedsville	754	2	Verizon
Kiel	894	2	Verizon
Valders	775	2	TDS Telecom

## CHAPTER 18

Collins	772	2	TDS Telecom
St. Nazianz	773	2	TDS Telecom
Newton	726	2	Lakefield Tel. Co.
Newtonburg	758	2	Lakefield Tel. Co.
Cleveland	693	2	TDS Telecom
Tisch Mills	776	2	Stockbridge Tel. Co.

### Selective Routings

Denmark	863 S/R from Brown	Verizon
Wayside	863 S/R from Brown	Wayside Tel. Co.
New Holstein	898 S/R from Calumet	Verizon
Hilbert	853 S/R from Calumet	Verizon
Brillion	756 S/R from Calumet	Verizon

**18.18 User charges.** The service supplier is hereby authorized to assess the following charges against telephone lines located in the Manitowoc County E911 emergency telephone system area:

(1) Total nonrecurring and recurring charges as authorized by the PSC shall be recovered by the service supplier at a rate not to exceed one dollar (\$1.00) per month per telephone line for the first thirty-six (36) months of operation.

(2) Recurring charges. Recurring charges as authorized by the PSC shall be recovered by the service supplier at a rate not to exceed forty cents (40¢) per month per telephone line or at such other rate as may be authorized from time to time by the PSC after the first thirty-six (36) months of operation.

### HISTORY

10/12/04: Secs. 18.04 and 18.17 amended by Ord. No. 2004/2005-88 effective October 21, 2004.

**CHAPTER 18**

**APPENDIX**

Text of

**PUBLIC SAFETY JOINT SERVICES  
OF MANITOWOC COUNTY AGREEMENT**

This Agreement, made and entered into this 4th day of May 1994, by and between the County of Manitowoc, City of Two Rivers, City of Manitowoc, and the City of Kiel.

WHEREAS, the County of Manitowoc, the City of Two Rivers, the City of Manitowoc, and the City of Kiel currently maintain and staff emergency communication centers with 911 public service answering points for public safety needs at the Manitowoc County Sheriffs Department, Two Rivers Police Department, and Manitowoc Police Dept; and

WHEREAS, the County of Manitowoc, the City of Two Rivers, the City of Manitowoc, and the City of Kiel desire to consolidate their emergency communication centers to avoid duplication of services, personnel, facilities, and equipment; and

WHEREAS, the Public Safety Joint Services Department (hereinafter referred to as 'PSJS') will be a public safety emergency communications center consisting of all public safety user agencies from the County of Manitowoc, the City of Two Rivers, the City of Manitowoc, and the City of Kiel, and

WHEREAS, these same public safety users consisting of the County of Manitowoc, the City of Two Rivers, the City of Manitowoc, and the City of Kiel feel that public safety emergency communication services would be greatly improved to our customers and/or users through automatic telephone number identification and selective routing services offered by the additional upgrade to an "Enhanced 911" telephone communication system; and

WHEREAS, s. 66.30, Stats., authorizes consolidation of such public safety services in the interests of the County of Manitowoc, the City of Two Riven, the City of Manitowoc, and the City of Kiel;

Now, therefore, in consideration of the mutual covenants expressed herein, the County of Manitowoc, the City of Two Rivers, the City of Manitowoc, and the City of Kiel hereby agree as follows:

**I**

The mission of Public Safety Joint Services (PSJS) of Manitowoc County is to provide a county-wide reliable, cost effective, responsive communications link for the public to police, fire, rescue, emergency medical, and emergency government services. The Public Safety Joint Services Center will be adequately equipped to dispatch emergency services and to meet the needs of their customers and/or users. It will be staffed with courteous, competent, well-trained staff twenty-four (24) hours a day, seven (7) days a week, who will meet the needs of their customers and/or users.

**II**

The organizational structure of PSJS is that it will be operated as a separate Department of the County and not a part of any existing emergency services provider or law enforcement agency. The operation will be governed by a board of five (5) directors consisting of the primary users: the Sheriff of Manitowoc County, the Chief of Police of Two Rivers, the Chief of Police of Manitowoc, the Chief of Police of Kiel, and a Fire Chief selected by the Manitowoc County Fire Fighters Association who shall serve at the pleasure of that organization.

The Board will be responsible for hiring and firing of the PSJS Administrator, approving PSJS annual

## CHAPTER 18

budget, personnel allocation, equipment allocation, and overseeing the operation of PSJS. The Administrator will be responsible to the Board of PSJS. The Administrator will also be responsible for appointment of subordinates subject to approval of the Board, staff disciplinary matters, staff training, equipment and its maintenance, budget preparation/administration, and overall general operation of PSJS as permitted by law or contractual agreement. The Board of PSJS will be accountable to the Public Safety Committee of the Manitowoc County Board. The PSJS Department will have the same powers, duties and responsibilities as any other County Department.

### III

The PSJS communications center will be maintained in the communications center of the Manitowoc County Jail facility. This center is located in the lower level of the southwest corner of the Jail facility. The PSJS communications center facilities and equipment shall be jointly utilized by the user agencies. The PSJS communications center will be supervised by the PSJS Administrator. The PSJS communications center will be off-limits to all personnel other than employees of PSJS unless specifically authorized by the PSJS Administrator, Manitowoc County Sheriff's Department Administrative Personnel or the PSJS Board. Manitowoc County Sheriff's Department personnel responsible for maintenance and operation of equipment located in the communications center shall be considered authorized personnel.

Each user agency will be responsible for any and all costs associated with user teletype hook-up to the State and mobile or portable communications equipment. The following costs of operation of PSJS will be the responsibility of the County of Manitowoc and funded by a county-wide property tax:

- 1) Employee salaries and fringe benefits;
- 2) Contractual services, utilities, telephone, TIME (Transaction Information for Management of Enforcement), and rents for equipment in the communications center, towers, and communication equipment linking user agencies to the communications center;
- 3) Insurances--liability, errors and omissions, facility, etc.;
- 4) Materials and supplies for the operation of the communications center;
- 5) Capital expenditures for the communications center, towers, and linking communications equipment;
- 6) Mandates by regulatory authorities required to operate PSJS.
- 7) Any and all labor relations costs;
- 8) All training and travel costs, of dispatching staff;
- 9) All maintenance and other costs directly related to providing public safety dispatch services;
- 10) All costs for fixed charges, lease or rental of equipment, or services.
- 11) All original equipment and upgrade costs;
- 12) All applicable Federal Communication Commission (FCC) licenses;
- 13) All antennas, towers, and microwave equipment;
- 14) All required updates and ongoing maintenance fees associated with backup console at

## CHAPTER 18

Manitowoc Police Dept.;

It is further agreed upon and understood between the parties that the following terms and conditions constitute a part of this agreement:

- A) The place for performance of all parties involved shall be in Manitowoc County, State of Wisconsin, and said Agreement shall be governed by the laws of the State of Wisconsin, as to both interpretation and performance.
- B) The Board of PSJS will have the authority to make operational policy decisions regarding PSJS. Three (3) members of the Board of PSJS shall constitute a quorum and the Board shall operate by majority rule. Voting members are authorized to designate a proxy in writing *if* the member is unable to attend.
- C) There shall be no modification of this Agreement except in writing, executed with the same formalities as this Agreement and mutually agreed upon by all parties hereto.
- D) No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breaches.
- E) Upon agreement of a majority of the members of the Board or their proxies the Board shall meet for the express purpose of facilitating the proper use and operation of PSJS. These meetings will be held no less than quarterly and no more frequently than monthly unless the needs of the service so dictate.
- F) The PSJS Administrator will be responsible for the preparation and presentation of the annual budget to be approved by the Board of PSJS. The Board of PSJS and the PSJS Administrator will then present the annual budget to the Manitowoc County Administrator. Any real estate or equipment purchased by PSJS during the term of this agreement shall be the property of Manitowoc County.
- G) This document embodies the whole agreement of the parties pertaining to utilization by the users aforementioned of the services of the Public Safety Joint Services Center and the respective liabilities, obligations, and responsibilities. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement supersedes all previous communications, references, representations, or agreements, either verbal or written, between parties hereto concerning the subject matter hereto.
- H) This Agreement shall extend from May 4, 1994 to and through May 4, 2004 and shall thereafter automatically renew for additional periods of Five (5) years unless one or more of the signatories hereto shall give written notice of its intention to withdraw from this agreement to the PSJS Administrator at least Ninety (90) days prior to the expiration of the original or any renewal term hereof.

## IV

The parties hereto, the County of Manitowoc, the City of Two Rivers, the City of Manitowoc, and the City of Kiel hereby acknowledge that they have read and understand the whole of the above Agreement consisting of seven (7) typewritten pages including the following page and in witness whereof, each and all of them affix their signatures, by their duly appointed representatives, in Manitowoc County on the date first stated above.

This Agreement has been reviewed and is approved by the Manitowoc County Board, the Two Rivers City

**CHAPTER 18**

Council, The Manitowoc City Council, and the Kiel City Council.

County of Manitowoc:

City of Manitowoc:

By \_\_\_\_\_

By \_\_\_\_\_

City of Two Rivers

City Kiel

By \_\_\_\_\_

By \_\_\_\_\_