

RECEIVED & FILED

APR 25 12 29 PM '00

INTERLOCAL COOPERATIVE AGREEMENT

JOHN W. ...
SECRETARY
COUNTY

This Interlocal Agreement made and executed by and between the County of Hart, Kentucky, a county in the Commonwealth of Kentucky, hereinafter referred to as "County", and the cities of Munfordville, Horse Cave and Bonnieville, Kentucky. All three cities are hereinafter referred to as "Cities".

WHEREAS, the County and Cities are presently engaged in a cooperative effort to formulate a plan to provide a Countywide Emergency 911 Telephone System, countywide dispatching and an emergency operating facility for the residents of the Cities and County, and

WHEREAS, the Cities and County do now desire to execute a formal agreement regarding such cooperative program;

NOW THEREFORE, in consideration of the foregoing premises, and for other good and valuable consideration, the legal adequacy and sufficiency of which is hereby acknowledged by parties hereto, the Cities and County do covenant and agree as follows:

1. PURPOSE. The purpose of this Agreement is to formally establish by written agreement an Emergency 911 Telephone System, dispatching and an emergency operating facility to serve residents of the cities of Munfordville, Horse Cave and Bonnieville, Kentucky and all of the remaining unincorporated areas of Hart County, Kentucky. The center will operate as a department of county government. In addition thereto, and as a part thereof, the further purpose of this Agreement is to establish a board responsible for the planning and management of the cooperative undertaking. This Agreement, and the board created hereunder, are made pursuant to the Kentucky Interlocal Cooperation Act as prescribed in KRS 65.210, et seq.

2. ESTABLISHMENT OF BOARD. There is hereby established a board to be known as "The 911 Board", which board is created pursuant to KRS 65.250(2)(a) & 65.760(2). The purpose of the Board shall be to plan for the cooperative undertaking of providing the 911 emergency communication service. The Board shall be appointed by the Judge/Executive and approved by Fiscal Court which shall consist of not less than the following with a reasonable effort to be made in selecting members from across the county:

- (1) One (1) member each to represent the cities of Munfordville, Horse Cave, and Bonnieville.
- (2) One (1) member representing the police and sheriff departments.
- (3) One (1) member representing the fiscal court.

(4) One (1) member representing the fire, rescue and emergency management.

(5) One (1) member representing the EMS.

3. GENERAL FUNCTIONS OF THE BOARD. The general functions of the Board shall include the following:

(A) The Board shall be responsible for overall planning of the Emergency 911 Telephone System in Hart County. The ultimate goal of such planning shall be the implementation and operation of a 911 emergency communication service, supplying telephone dispatch services for all emergency facilities in Munfordville, Horse Cave, Bonnieville and Hart County.

(B) The Board shall serve as a responsible body regarding planning and oversight of all aspects of the Emergency 911 Telephone System in Hart County, including but not limited to operations, improvement to operations, planning for catastrophic events, coordination of emergency services, the training and evaluation of performance of 911 service personnel, and the development of procedures and protocol for the efficient operation of the 911 System.

(C) The Board shall promote the use of the Emergency 911 Telephone Service by City and County residents of Hart County and shall educate such residents in the use of the Emergency 911 Telephone System.

(D) The Board shall submit an annual report to the Cities and County outlining the use of the Emergency 911 Telephone Service by the City and County residents and shall report any and all other aspects of the Emergency 911 Telephone System as may be requested by either City or County.

(E) The Board shall receive applications and conduct interviews for the position of Director of the Emergency 911 Telephone System. All other employees of the 911 System shall be employed on recommendation of the Director to the Board.

(F) The Board shall develop the annual budget for the Emergency 911 Telephone Service to be presented to the County Fiscal Court for approval.

(G) The Board shall approve all monies that are to be expended on the Emergency 911 Telephone System and shall ensure that all expenditures are within the budget as allocated to the service by the Cities, County and all other sources.

4. OPERATIONS OF THE BOARD:

(A) The Board shall conduct meetings at such intervals, times and places as deemed necessary by the Board. However, the Board shall meet at least one time each month on a regular basis. A majority of the members of the Board constitute a quorum for the transaction of business. An affirmative vote of the majority of the quorum shall be necessary for the adoption of any motion, measure or resolution.

(B) Within thirty (30) days of the effective date of this Interlocal Agreement, the Hart County Judge/Executive shall call and conduct an organizational meeting of the Board. The Judge/Executive shall give the Oath of Office to all of the Board Members and outline the general duties and responsibilities of the members of the Board. During this meeting, the members shall elect a chairperson, Vice-Chairperson and Secretary/Treasurer from the Board's membership. The exact duties of the board's officers shall be as may be described in the Board's by-laws which shall be prepared and approved by the Board and the County Fiscal Court within thirty (30) days of the first meeting of the Board. Said Board's By-Laws shall be in accordance with law and shall not be in conflict with this Interlocal Agreement. In general and as a minimum, the Chairperson shall preside at all meetings of the Board; the Vice-Chairperson shall act as Chairperson in the event of the absence of the Chairperson, and the Secretary/Treasurer shall be responsible for keeping records of all meetings of the Board. The Secretary/Treasurer shall also be responsible for receiving and disbursing monies including payroll upon the Board's approval. All checks shall be signed by Chairperson and Treasurer.

5. EQUIPMENT: The Board, with Fiscal Court approval, shall acquire all necessary equipment to adequately provide for the Emergency 911 Telephone System. All equipment so acquired will be the property of the Fiscal Court. The Cities and County, in their respective discretion, may donate for Emergency 911 Telephone System any equipment; such equipment shall remain the property of the donating entity. When in the determination of the Board, any item of equipment is obsolete or no longer needed, if such item of equipment was donated by either the Cities or County, such item of equipment shall be returned to the donating entity. All other obsolete or unnecessary equipment which has been acquired shall be disposed of in accordance with the law, with proceeds of sale to be retained and to be included within the budget for the operations of the Emergency 911 Telephone System.

6. COST OF OPERATION/BUDGET:

(A) The cost of the operation of the Emergency 911 Telephone Service shall be funded from receipts from County, Cities and from a telephone service surcharge which shall be levied by the Hart County Fiscal Court and collected by the appropriate telephone operating company on each eligible business and residential telephone line within Hart County. The Hart County Fiscal Court may fix or charge the rate of the telephone surcharge to be applied but it shall be sufficient to meet the budgetary requirements for the operation of the Emergency 911 Telephone System.

(B) The Board shall establish a recommended budget for each ensuing year for the operation of the Emergency 911 Telephone System. The 911 budget shall be prepared and submitted to the Hart County Fiscal Court in a timely manner to be included in the county budget.

7. FEES FOR SERVICE - JOINT COVENANT: The Hart County Fiscal Court shall assess the South Central Rural Telephone Company, and any other telephone company providing telephone service to businesses and residents in the Cities or County, an assessment fee of \$1.50 per month for each resident telephone line within the Cities and County and an assessment fee of \$1.50 per month each business telephone line within the Cities and County. The Hart County Fiscal Court shall enforce such collection through the passage and enforcement of an Ordinance. The County shall require South Central Rural Telephone Company and any other telephone company providing telephone service within the Cities and County to remit to the County Treasurer within 30 days after the end of the month the assessments made, and the County Treasurer shall put said sums into a special account which shall be used for the purchase of 911 equipment for the Emergency 911 Telephone Service and operating expenses of said service and system. The money so deposited shall not be used for any other purpose. The County shall enforce all Ordinances passed to effectuate the foregoing.

8. PERSONNEL: All personnel shall be employees under the direct supervision of the Director. All costs of personnel salary, benefits and other related expenses shall be included in the annual budget and shall be paid from 911 emergency communications service funds. The Director will report to and be supervised by the Board. The Board will report to and be responsible to the Court.

9. **FACILITY LOCATION:** The Emergency 911 Telephone Service for the 911 System and the central dispatching facility shall be located at a site to be determined by the Board. Expenses incurred by the moving of the equipment and facilities shall be borne by the Center and shall be included in the budget.

10. **TERM OF AGREEMENT:** The term of this Agreement, and each parties' obligations hereunder, shall be for a period of one (1) year after its execution and shall be for a period of one (1) year after its execution and shall be automatically renewable upon the same terms and conditions unless prior to thirty (30) days of the close of the said twelve (12) month period any party to said agreement notifies the other parties of its intention to modify and/or terminate said agreement. Any entity may withdraw from the Interlocal Cooperative Agreement by giving 30 day-notice of intent to terminate participation, and any entity that wishes to propose a change to the interlocal cooperative agreement at any time shall have the right to propose the change to the other entities who are a party of the agreement and the other entities hereby agree to consider the proposed change in good faith and make an appropriate response after such consideration.

11. **EFFECT OF TERMINATION:** In the event either the Cities or County wishes to terminate this agreement, the equipment of the Emergency 911 Center shall be disposed of as follows:

(A) In the event such equipment was donated by either the Cities or the County, such equipment shall be returned to the governmental unit which so donated the equipment;

12. **MISCELLANEOUS PROVISIONS:** This Agreement represents the entire understanding and agreement reached between the parties, and all prior covenants, agreements, presentations and covenants are merged herein. This Agreement shall be fully binding upon the parties hereto and shall be deemed fully enforceable in accordance with the terms and provisions hereto and shall replace any prior Interlocal agreement. If any provision of this Agreement shall be held given under any applicable laws, such invalidity shall not affect any other provision of this Agreement than can be given affect without invalid provision, and, to this end, the provisions hereof are severable.

13. **EFFECTIVE DATE:** The effective date of this agreement shall be on the date when said agreement is executed by the Cities and County and approved by the Attorney General of the Commonwealth of Kentucky as required in KRS Chapter 65.

By: Jerry H. [Signature]
Hart County, Kentucky
Hart County Judge/Executive

Attest: Kaye Kessinger
Hart County Fiscal Court Clerk

By: Jeanne Smith
Mayor, City of Horse Cave

Attest: Elizabeth C. Maters
Horse Cave City Clerk

By: Charles W. [Signature]
Mayor, City of Munfordville

Attest: [Signature]
Munfordville City Clerk

By: Fran Bowsher
Mayor, City of Bonnieville

Attest: Renwal M. Breckin
Bonnieville City Clerk

THIS INSTRUMENT WAS REVIEWED AND APPROVED AS TO FORM BY:

By: [Signature]
Hart County Attorney

By: Charles D. Williams
City of Munfordville Attorney *By: DDB*

By: [Signature]
City of Bonnieville Attorney

By: [Signature]
City of Horse Cave Attorney

By: A. B. Chandler III
Attorney General

By: _____
Secretary of State

RECEIVED & FILED
Apr 25 12 29 PM '00
JOHN T. [Signature]
SECRETARY OF STATE
COMMONWEALTH OF KENTUCKY
BY [Signature]

FIRST READING AND RECORD OF PASSAGE

The entire Fiscal Court being present, on motion by Don Kessinger
and being seconded by Franklin Turner , six voting in favor,
0 voting against, 0 abstaining, 0 absent, this Ordinance
was given first reading and passed on December 17, 1999 .

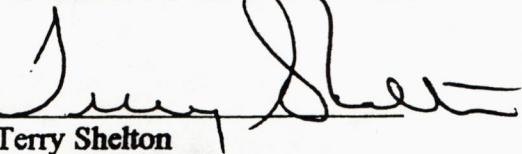
SECOND READING AND RECORD OF PASSAGE

The entire Fiscal Court being present, on motion by Albert Hoover, and
being seconded by Franklin Turner , 5 voting in favor,
1 voting against, 0 abstaining, 0 absent,
this Ordinance was given second reading and passed on 1-6 , 2000 .


CERTIFICATION

We hereby certify that the foregoing Ordinance has been duly enacted by
the Fiscal Court of Hart County, Kentucky and published as required by law.

HART COUNTY FISCAL COURT

BY: 
Terry Shelton
Hart County Judge/Executive

ATTEST:


Kaye Kessinger
Hart County Fiscal Court Clerk