

ORDINANCE NO. 330.05-10-2011

**AN ORDINANCE OF THE CITY OF FRANKLIN, KENTUCKY,
COUNTY OF SIMPSON, KENTUCKY AND THE KENTUCKY STATE POLICE
APPROVING THE ESTABLISHMENT OF A PSAP E-911 ANSWERING SYSTEM
AT POST 3 OF THE KENTUCKY STATE POLICE**

WHEREAS, it has been determined by the City of Franklin and the County of Simpson that an Enhanced 911 Emergency Service System (E-911) would contribute to the public safety and benefit of its citizens; and

WHEREAS, it has also been determined by the City of Franklin and the County of Simpson that it is cost prohibitive and efforts by both parties to maintain separate systems would be impractical; and

WHEREAS, Kentucky State Police Post 3 can provide the City of Franklin and the County of Simpson a Public Safety Answering Point (PSAP) E-911 system equipped with modern equipment, operated continuously by trained personnel, and housed in a secure facility; and

WHEREAS, the City of Franklin, County of Simpson and the Kentucky State Police have reached an agreement with regard to the establishment of a Public Safety Answering Point (PSAP) to answer all Enhanced 911 calls originating from the City of Franklin and Simpson County through the Enhanced 911 Emergency Service System ; and

WHEREAS, the City of Franklin and County of Simpson require the passage of an Ordinance approving said Interlocal Cooperation Agreement and authorizing the Mayor for the City of Franklin and the County Judge Executive for the County of Simpson to execute said Interlocal Cooperation Agreement; and,

WHEREAS, it is in the best interest of the citizens of the City of Franklin and Simpson County that the City and County adopt this Ordinance.

NOW, THEREFORE, be it ordained by the City of Franklin, Kentucky, acting by and through its City Commission, and the County of Simpson, acting by and through the Simpson Fiscal Court, as follows:

1. The City Commission of the City of Franklin, Kentucky and the Simpson Fiscal Court for the County of Simpson hereby approve the terms and conditions of the Interlocal Cooperation Agreement establishing a Public Safety Answering Point (PSAP) at Kentucky State Police Post 3 to answer all Enhanced 911 calls originating from the City of Franklin and the County of Simpson, a copy of which is attached hereto and incorporated herein by reference.
2. The Mayor of the City of Franklin, Ronnie Clark, and the County Judge Executive for Simpson County, Jim Henderson, are hereby authorized to execute any and all documents necessary and appropriate to effectuate the intent of this Ordinance and the Interlocal Cooperation Agreement including, but not limited to the Interlocal Cooperation Agreement.

If any section, subsection, sentence, clause, or phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions.

All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

SEPT 26, 2011 FIRST READING

OCT 10, 2011 SECOND READING

At a meeting held on October 10, 2011, on motion made by Commissioner Larry Dixon and seconded by Commissioner Mason Barnes, the foregoing ordinance was adopted, after full discussion, by the following vote:

YES COMMISSIONER JAMIE POWELL

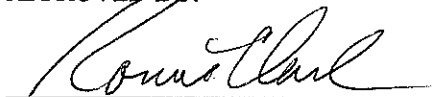
YES COMMISSIONER LARRY DIXON

YES COMMISSIONER MASON BARNES

YES COMMISSIONER HENRY STONE

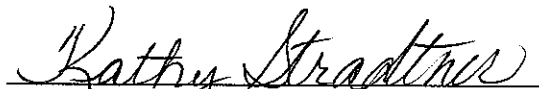
YES RONNIE CLARK, MAYOR

APPROVED BY:



RONNIE CLARK, MAYOR
CITY OF FRANKLIN, KENTUCKY

ATTEST:



KATHY STRADTNER, CITY CLERK
CITY OF FRANKLIN, KENTUCKY

INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT made and entered into this 11th day of October, 2011 pursuant to the Kentucky Interlocal Cooperation Act, KRS 65.210 et seq., by and between the Kentucky State Police and the Simpson County Fiscal Court and the city of Franklin, for the establishment of a Public Safety Answering Point (PSAP) to answer all Enhanced 911 calls originating from Simpson County and all other parties hereto through the Enhanced 911 Emergency Service System (E-911) which is to be established.

WITNESSETH:

WHEREAS, the establishment of an Enhanced 911 Emergency Service System will greatly contribute to the public safety and benefit the citizens of Simpson County and each of the other parties to this agreement; and

WHEREAS, the successful implementation and efficient operation of an E-911 system requires a PSAP equipped with modern equipment, operated continuously by trained personnel, and housed in a secure facility; and

WHEREAS, it is cost prohibitive, duplicative of effort and impractical for the parties to this agreement to establish and maintain separate PSAPS; and

WHEREAS, the Kentucky State Police and the Simpson County Fiscal Court and the city of Franklin have determined that it is mutually advantageous and beneficial to combine resources and enter into a cooperative arrangement for the establishment of a PSAP E-911 Answering System at Post 3 of the Kentucky State Police.

NOW, THEREFORE, the parties hereto, acting through their respective chief executive officers pursuant to lawful and duly delegated authority, agree as follows:

The 911 Advisory Committee

The previously established 911 Advisory Committee shall continue operations as consisting of the Commander of the Kentucky State Police Post 3 or designee, the Simpson County Judge/Executive or a designee, the Mayor of Franklin or a designee, the Chief of Franklin Police Department or a designee, the Chief of Franklin-Simpson Fire Rescue or a designee, the Director of Franklin-Simpson EMS or a designee, and the Simpson County Sheriff or a designee. The 911 Advisory Committee will elect a Chairman annually from its membership.

The 911 Advisory Committee shall continue to meet at least quarterly or upon the call of the Chairman, or upon the call of a majority of the members, by at least a 24 hour notification to each member. Additionally, the 911 Advisory Committee shall be apprised by the PSAP manager of all significant plans and events.

The 911 Advisory Committee shall have access to all PSAP telephone records and shall maintain confidentiality as to any records or portions thereof that would reveal any unlisted telephone numbers or records that have been classified by the PSAP Manager as confidential. The 911 Advisory Committee may inspect the PSAP facility or observe PSAP operations. The 911 Advisory acting through its Chairman may inquire of the Commander of the Kentucky State Police Post as to any aspect of the PSAP operations and shall be entitled to a response, in writing if so requested, within a reasonable time. The 911 Advisory Committee shall establish its own rules for procedures and conduct of their meetings or other business not set forth in this agreement.

Four members of the 911 Advisory Committee shall constitute a quorum for resolution of disputes or any other business. Bylaws may be adopted by the 911 Advisory Committee to provide for the governance and orderly administration of Committee functions.

ESTABLISHMENT AND OPERATION OF THE PSAP

The Kentucky State Police Post 3 hereby establishes a Public Safety Answering Point (PSAP) that will answer all E-911 calls and all other emergency and/or non-emergency calls which are received by or through the phone numbers being transferred to the PSAP from the City and County, which calls originate from Simpson County and the City of Franklin, and will be responsible for routing the calls immediately to the appropriate police, fire, and/or ambulance service for emergency response. The PSAP shall be under the administrative and operational control of the Kentucky State Police. The Kentucky State Police shall select the PSAP manager.

The Kentucky State Police shall have the authority for operating the PSAP. The Kentucky State Police shall manage and direct the operations and administration of said PSAP in the same manner and to the same extent that other organizational components of the Kentucky State Police are managed and directed. Operation of the PSAP shall be conducted by established Kentucky State Police Policy and Procedures and Standard Operating Procedures to be developed in conjunction with local public safety agencies. The same technology and procedures that are used by the PSAP to dispatch to their own state troopers and personnel shall be utilized to dispatch to the parties of this agreement.

EQUIPMENT, SUPPLIES, AND FACILITIES

Subject to the approval of the 911 Advisory Committee, the Kentucky State Police is hereby granted authority to review and approve all telephone services and equipment necessary for the establishment and operation of the PSAP from funds received from the subscriber fees, as set forth in this agreement.

All additional purchases from said funds shall be for purposes solely dedicated to the establishment and operation of the Enhanced 911 Emergency Service System (E-911) established by this agreement. The Kentucky State Police shall hold title to all equipment purchased from said funds. The Kentucky State Police will provide all equipment, supplies, and facilities for the said PSAP. Henceforth, Simpson County, the city of Franklin will only provide in-county radio systems, including but not limited to repeater systems, mobile radios, pagers, weather warning systems, and handheld radios.

PERSONNEL

The Kentucky State Police shall hire, pay, train, supervise, and discipline all personnel necessary for the operation of the PSAP, located at the Kentucky State Police, Post 3 pursuant to the provision of Chapter 18A of the Kentucky Revised Statutes and administrative regulations promulgated pursuant thereto. All personnel so employed shall be state employees and members of the classified service and the Kentucky Employees Retirement System.

AUTHORIZING ORDINANCE

As an essential condition precedent to the validity of this agreement, Simpson County has enacted an ordinance to authorize, approve and establish an E-911 system. The ordinance authorizes the collection of a surcharge from each subscriber by the local telephone company and the payment of the funds collected to the Simpson County Fiscal Court Treasurer who then deposits the funds in a separate trust account and issues payments for expenses incurred as authorized by the ordinance for the E-911 system. The ordinance is in accord with applicable Kentucky Revised Statutes as well as in form acceptable to the local telephone company.

GEOGRAPHICAL INFORMATION

Simpson County and the city of Franklin agree to furnish the local telephone company and the Kentucky State Police with unique street addresses, Emergency Service Numbers (ESNs), and community names for all subscribers and all specific premises, cell towers and real estate parcels in the county. All parties shall also provide the Kentucky State Police with available geographic information such as new structure locations, new road locations/centerline data, community boundaries, or fire, law enforcement and ambulance

district/jurisdictional boundaries. Furnished information shall be in a form acceptable to the local telephone company and to the Kentucky State Police

FUNDING AND FISCAL ADMINISTRATION

The Kentucky State Police shall provide 911-Dispatching Services for Simpson County and the city of Franklin, for the sum of \$156,000 per year beginning January 15, 2012 to be paid on a quarterly basis by the Simpson County Fiscal Court. This amount will be reviewed annually thereafter by all the parties. A surcharge of \$2.00 per landline subscriber per month, as authorized by local ordinance, shall be applied to fund the operation of the E-911 system. The amount of the surcharge shall be subject to review by the 911 Advisory Committee one (1) year from the date of this agreement and annually thereafter. The 911 Advisory Committee shall have the authority to recommend modification of the surcharge as needed based upon projected costs put forth to Simpson County Fiscal Court.

The Simpson County 911 landline surcharge money shall be placed in a dedicated E-911 account by the Simpson County Fiscal Court Treasurer and shall be used solely for the establishment and operation of the E-911 system. Any amount of money collected that exceeds the present contract amount may be used for any and all purchases referenced in 202 KAR 6:09. Should the current landline surcharge not cover the cost of the operation of the E-911 system, said surcharge may be increased by the Simpson County Fiscal Court. Operation costs that exceed the surcharge proceeds collected will be paid by the Simpson County Fiscal Court.

Payment shall be made in quarterly payments to be paid no later than November 1, January 1, May 1, and June 30 of each year. Bills shall issue to Simpson County Fiscal Court thirty days before payment is due, on October 1, December 1, April 1, and May 30 of each year. The terms of this agreement shall be reviewed by Kentucky State Police financial analysts in March of each year, and shall be adjusted as necessary to account for increases in dispatch salaries, benefits, equipment upgrade, phone company service increases, etc. A new agreement shall be forwarded to the Board by May of every other year.

The implementation date of the E-911 system and the PSAP shall be January 15, 2012.

INDEMNIFICATION

It is expressly understood and agreed that the execution of this agreement does not alter or constitute a waiver in whole or in part of any of the privileges or immunities otherwise enjoyed by any of the units of government that are parties hereto. Each party that is a party hereto agrees to hold harmless and indemnify

the Kentucky State Police for any liability claim or damages arising by reason of negligence or other wrongful acts of any officer, agent or employee of said county, city or other party hereto.

**ACCEPTANCE OF OTHER LOCAL GOVERNMENTS
WHO ENTER INTO THIS AGREEMENT**

The parties hereto mutually agree that other units of government may enter into a cooperative agreement at any time with the Kentucky State Police for the establishment of a Public Safety Answering Point at any State Police Post that is party to this agreement.

DURATION

The duration of this agreement shall be from January 15, 2012 through July 1, 2013. The Kentucky State Police or any party hereto may withdraw from this agreement upon thirty (30) days written notice to the other parties. This agreement may be dissolved by mutual agreement in writing thirty (30) days prior to such dissolution.

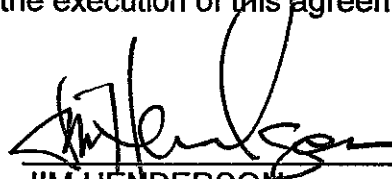
EXECUTION AND VALIDITY

This agreement shall be valid and binding only when all the following acts have occurred:

- 1) Execution by the Commissioner of the Kentucky State Police;
- 2) Execution by the County Judge Executive of Simpson County, as authorized by the fiscal court pursuant to a duly enacted county ordinance;
- 3) Execution by the Mayor of Franklin as authorized by its council pursuant to a duly enacted city ordinance;
- 4) Approval by the Attorney General of the Commonwealth of Kentucky pursuant to KRS 65.210;
- 5) Filing of attested copies with the Secretary of State of the Commonwealth of Kentucky, the County Clerk of Warren County, and the County Clerk of Simpson County, as required by KRS 65.290

IN WITNESS WHEREOF, we have hereunto set our hands pursuant to the laws of the Commonwealth of Kentucky and county ordinances copies of which are attached hereto, authorizing the execution of this agreement.

RODNEY BREWER,
Commissioner, Kentucky State Police



JIM HENDERSON
Simpson County Judge Executive



RONNIE CLARK
Mayor, City of Franklin

APPROVED, pursuant to KRS 65.260 this _____ of _____, 2011

Attorney General
Commonwealth of Kentucky