

## INTERLOCAL COOPERATION AGREEMENT

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016 pursuant to the Kentucky Interlocal Cooperation Act, KRS 65.210, et seq., by and between the Kentucky State Police and the Grant County Fiscal Court and the cities of Crittenden, Corinth, Dry Ridge and Williamstown, for the continued maintenance and operation of a Public Safety Answering Point (hereinafter "PSAP") to answer all Enhanced 911 calls originating from Grant County, and all other governmental jurisdictions who are parties hereto, through the Enhanced 911 Emergency Service System (hereinafter "E-911") which has previously been established and shall continue to be used under this Agreement.

### **WITNESSETH:**

**WHEREAS**, continued maintenance and operation of the E-911 system will greatly contribute to the public safety and will benefit the citizens of Grant County and the other governmental jurisdictions who are parties to this agreement; and

**WHEREAS**, the successful maintenance and efficient operation of the 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 and duplicative of effort and impractical for any of the governmental entities who are parties to this agreement to maintain separate PSAPs; and

**WHEREAS**, the Kentucky State Police and the Grant County Fiscal Court and the cities of Crittenden, Corinth, Dry Ridge and Williamstown have previously determined that it is mutually advantageous and beneficial to combines resources and to enter into a cooperative agreement for the establishment of a PSAP-E-911 Answering System at Kentucky State Police Post 6-Dry Ridge and now all the same entities desire to renew their previous Interlocal cooperation agreement.

**NOW THEREFORE**, the parties hereto, acting through their respective chief executive officers, and pursuant to authority granted to said chief executive officers of the governmental entities by enacting ordinances, agree as follows:

### **PSAP ADVISORY BOARD**

There shall be in existence a PSAP Advisor Board which shall advise and make recommendations to the PSAP Board in matters concerning the Enhanced 911 Emergency System. The PSAP Advisory Board shall be composed of the following members:

- (1) The Kentucky State Police Communications Supervisor, or his/her designee;
- (2) The Chief of Police of the City of Crittenden, or his/her designee;
- (3) The Grant County Sheriff, or his/her designee;
- (4) A representative of the Grant County Volunteer Firefighter Association, or his/her designee;
- (5) The Fire Chief of City of Corinth, or his/her designee
- (6) The Fire Chief of City of Dry Ridge, or his/her designee;
- (7) The Fire Chief of City of Williamstown, or his/her designee;
- (8) A member of the Grant County Ambulance Service Association, or his/her designee;
- (9) One citizen from each magisterial district in Grant County, to be nominated by the district's magistrate;
- (10) The Grant County 911 Coordinator, or his/her designee.

All designees must have a written letter from the appointed office giving permission from that office to serve in their absence. The PSAP Advisory Board shall elect, by majority vote, a chairman and vice-chairman and a PSAP Board representative annually from its membership. This election shall be held at the November meeting with the positions taking office at the December meeting. The PSAP Advisory Board shall meet at least quarterly or upon the call of the chairman of the PSAP Advisory Board, by a 24 hour notification to each member or other business not specifically set forth in this agreement.

PSAP. Henceforth, Grant County and the cities of Crittenden, Corinth, Dry Ridge and Williamstown, 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 be solely responsible to hire, pay, train, supervise and discipline all personnel necessary for the operation of the PSAP located at Kentucky State Police Post 6-Dry Ridge, pursuant to the provisions of Chapter 18A of the Kentucky Revised Statutes and administrative regulations promulgated pursuant to said Chapter. All personnel so employed shall be state employees and members of the classified service and the Kentucky State Employees Retirement System. Grant County and the cities of Crittenden, Corinth, Dry Ridge and Williamstown, shall have no authority or input into the hiring, training, supervision or discipline of any personnel hired by the Kentucky State Police to work at the PSAP at Kentucky State Police Post 6-Dry Ridge.

**AUTHORIZING ORDINANCE**

As an essential condition precedent to the validity of this Agreement, Grant County has already enacted an ordinance to authorize, approve and establish an E-911 system. To the extent that that said ordinance has a termination date, Grant County shall re-enact the said ordinance or enact a new ordinance to provide for the continued maintenance and operation of the said PSAP. The previous ordinance authorized collection of a surcharge from each subscriber by the local telephone company and the payment of the funds from said surcharge into a special trust account for payment of expenses for the E-911 system authorized by the said ordinance and any re-enactment or new authorizing ordinance may provide for the same type of surcharge. The previous ordinance and any re-enactment of an ordinance for the maintenance and operation of the PSAP shall comply with applicable Kentucky Revised Statutes and shall be in a form acceptable to the local telephone company.

As an essential condition precedent to the validity of this Agreement, each of the cities of Crittenden, Corinth, Dry Ridge and Williamstown, shall likewise enact a city ordinance to

## **INDEMNIFICATION**

It is expressly understood and agreed by all parties hereto that the execution of this Agreement does not alter or constitute a waiver in whole or in part of any of the privileges and immunities otherwise enjoyed by any of the governmental entities that are parties hereto. Each party hereto agrees to hold harmless and indemnify any officer, agent or employee of Grant County or the cities of Crittenden, Corinth, Dry Ridge and Williamstown from any claims resulting from negligence or other wrongful acts.

## **ACCEPTANCE OF OTHER LOCAL GOVERNMENTS**

### **WHO ENTER INTO THIS AGREEMENT**

The parties hereto mutually agree that other governmental entities who are not now parties to this Agreement may enter into a cooperative agreement at any time with the Kentucky State Police for the establishment, maintenance and operation of a PSAP at any Kentucky State Police Post without any effect on the parties to this Agreement.

## **DURATION**

The duration of this Agreement shall be two (2) years. The Kentucky State Police or any governmental entity that is a party hereto may withdraw from this Agreement upon giving thirty (30) days written notice to all other parties hereto. This Agreement may also be dissolved in its entirety by mutual agreement of all parties with an effective date thirty (30) days after the agreement has been reached to dissolve the Agreement.

## **CONTINUATION OF PRIOR AGREEMENT UNTIL**

### **THIS AGREEMENT HAS BEEN FULLY EXECUTED**

Whereas, the parties hereto have been operating under a prior agreement entered into in 2013, until such time as this Agreement has been fully executed and is operational as set out herein, the parties shall continue to operate under the Agreement entered into in 2013. In this situation, the Kentucky State Police shall continue to maintain and operate the PSAP already established and provide E-911 to the governmental entities that were parties to the 2013

**IN WITNESS WHEREOF**, the undersigned have set their hands to this Agreement pursuant to the laws of the Commonwealth of Kentucky and the county ordinances enacted authorizing this Agreement.

\_\_\_\_\_  
Commissioner, Kentucky State Police

\_\_\_\_\_  
Grant County Judge/Executive

\_\_\_\_\_  
Mayor, City of Crittenden

\_\_\_\_\_  
Mayor, City of Corinth

\_\_\_\_\_  
Mayor, City of Dry Ridge

\_\_\_\_\_  
Mayor, City of Williamstown

Approved as to content and applicability pursuant to KRS 65.260, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Attorney General, Commonwealth of Kentucky