

1st reading _____
2nd reading _____

WAYNE COUNTY FISCAL COURT
ORDINANCE NO. _____

AN ORDINANCE RELATING TO CREATE A JOINT CITY-COUNTY 911 BOARD AND CENTRAL DISPATCH AND THE ESTABLISHMENT, APPROVAL AND RATIFICATION OF AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF MONTICELLO AND WAYNE COUNTY CREATING A JOINT CITY-COUNTY 911 BOARD AND CENTRAL DISPATCH.

BE IT ORDAINED BY THE FISCAL COURT OF WAYNE COUNTY, that there is hereby created a Monticello-Wayne County 911 Board and Central Dispatch to administer the continued operation of the 911 telephone service pursuant to and in accordance with, KRS 65.760 and as set for the Interlocal Agreement dated _____ between the City of Monticello and the Wayne County Fiscal court.

This ordinance shall become effective upon second reading and publication.

Hon. Greg. Rankin
Wayne County Judge Executive

Attest by County Clerk

Date

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT, made and entered into by and between the CITY OF MONTICELLO, a municipal corporation of the Commonwealth of Kentucky, hereinafter referred to as “City”, and WAYNE COUNTY, KENTUCKY, hereinafter referred to as “County”,

WITNESSETH:

WHEREAS, the City and County have previously enacted ordinances for the purpose of establishing an emergency services central dispatch center to provide a single telephone number for emergency services within the City and County, said service and number being known as “911”, and

WHEREAS, the City and County desire to enter into an interlocal cooperation agreement to create a central dispatch facility and organization for the joint 911 enhanced emergency telephone service and to create a Monticello-Wayne County 911 Board to administer the continued operation of the joint 911 emergency telephone service pursuant to, and in accordance with , KRS 65.760; and

WHEREAS City and County have determined that it is reasonably necessary and advantageous for the public health, safety and welfare of their residents that a central dispatch facility and organization be created together with a Monticello-Wayne County 911 Board; and

WHEREAS, the City and County have engaged in joint deliberations and have reached an agreement regarding the provisions set forth herein; and

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants set forth herein, the parties agree as follows:

Section 1. The facts, recitals and statements contained in the foregoing preamble of this Interlocal Agreement are true and correct and are hereby affirmed and incorporated as a part of this agreement.

Section 2. The City and County, acting jointly, agree that a 911 Central Dispatch covering all of Wayne County is feasible and necessary and this Agreement shall govern the creation of such a 911 Central Dispatch as well as provide for the means of its continued operation.

Section 3. A 911 Central Dispatch facility shall be created and housed at a location to be determined by the Monticello-Wayne County 911 Board created pursuant to this agreement. All expenses incurred in the operation and maintenance of this facility shall be paid from overall 911 funding. Should the location selected be a City owned facility, subject to agreement by the City of Monticello, the operation of the facility shall be free of any rent or utility charges to the county, the 911 Central Dispatch or the Monticello-Wayne County 911 Board in exchange for which Wayne County will provide clerical payroll services for the operation of the center at the counties expense.

Section 4. A Monticello-Wayne County 911 Board shall be created for the purpose of overseeing the establishment, management, budgeting, control and continued operation of the 911 Central Dispatch operation and the hiring and management of the Director of telecommunication for the 911 Central Dispatch referenced in this Interlocal Agreement. The board shall set and enforce the priorities of the 911 Central Dispatch, provide standards for the selection, supervision and termination of personnel and formulate policy governing the facility and equipment of the 911 Central Dispatch. The Board shall meet monthly for the purpose of reviewing overall emergency dispatch operations, reviewing

all bills and other expenditures prior to payment. All other aspects of the 911 Central Dispatch operation shall adhere to the Wayne County Administrative Code.

The Monticello-Wayne County 911 Board shall be authorized to acquire, hold and dispose of real and personal property used in the operation of the 911 Central Dispatch on behalf of the Monticello and Wayne County. An inventory shall be kept of all property and equipment either donated or purchased by the Board. Disposal of real property and tangible personal property shall be in accordance with the Wayne County Administrative Code.

The Board shall operate on a July 1 through June 30th fiscal year. During the first year of operations the budget will be reviewed monthly and after the first year of operations an annual budget for 2008-2009 shall be prepared on or before April 1, 2008 and by April 1st each year thereafter and submitted to the City and County for approval at that time.

Section 5. The Monticello-Wayne County 911 Board shall be composed of seven members with the following members appointed due to their position of responsibilities to wit: Chief of Monticello Police Department, Sheriff of Wayne County Kentucky, Chief of Monticello Fire Department and the Director of Wayne County Emergency Medical Services. The fifth member shall be appointed by the Wayne County Judge Executive, the sixth member shall be appointed by the Mayor of the City of Monticello with the seventh member appointed jointly by agreement of the Wayne County Judge Executive and Mayor of Monticello. Appointed members shall serve four year terms.

Vacancies shall be filled in the same manner that the vacating Board member was appointed. A majority of the Board members shall be law enforcement personnel as defined by Title 28, Part 20, code of Federal Regulations, in order to comply with the

provisions of the Law Information Network of Kentucky User Agreement applicable to central dispatch agencies. Officers of the 911 Board shall be chosen by vote of the members.

Section 6. The 911 Central Dispatch and Monticello-Wayne County 911 Board shall be funded by the revenue generated from all 911 service fees currently enacted by the City and County, and any future enactments made pursuant to KRS 65.760 or similar tax, license or fee. Any and all grants and funds received by the City or County for 911 Services, from whatever source, shall be used exclusively for the funding of the 911 Central Dispatch and paid directly to the Monticello-Wayne County 911 Board. All revenues from such fees, taxes, grants and licensees shall be paid directly to the Monticello-Wayne County 911 board. The county will exclusively pay the salary of any 911 mappers and their associated costs. Any additional funding required shall be evenly divided between the City and County as appropriated from their general fund revenues and funding will be approved monthly until the 2008-2009 budget is approved. The monthly charge for providing 911 service currently being provided by Windstream shall be paid from overall 911 funding. The Monticello-Wayne County 911 Board shall make a quarterly accounting to the City and County with its Director accumulating and dispersing all funds.

Section 7. A Director of Telecommunications for 911 Central Dispatch position shall be hired by the 911 Board to oversee the day to day operations of the 911 Central Dispatch, hire and manage personnel, plan for future operations, prepare a budget and make reports to the 911 board, subject to control and supervision of the 911 Board and in addition to duties and responsibilities as assigned by the 911 Board. Wayne County's

present 911 Director shall remain in that position as acting Director of Telecommunications with current responsibilities until such times as the 911 Board determines otherwise. Salary and benefits for the Director of Telecommunications shall be paid from overall 911 funding.

Section 8. The 911 Central Dispatch for payroll and tax purposes shall be a Wayne County Agency. All 911 Central Dispatch personnel including the Director of Telecommunications shall be deemed employees of the County and the terms and conditions of their employment shall be governed by the Wayne County Personnel Policies and Procedures Manual. The cost of salary and benefits for all employees of the 911 Central Dispatch shall be paid from overall 911 funding and for all other purposes shall be 911 Dispatch employees under the direct supervision of the 911 director who shall have authority to hire and/or discharge said all employees.

Section 9. This Interlocal Agreement shall be for a term beginning on _____2007 and ending on _____2012. At the expiration of the initial term of this Agreement, this agreement shall be automatically renewed of the initial term of this Agreement; this agreement shall be automatically renewed for an additional term of one year, and thereafter shall be renewed each year in one year increments. Either party may terminate this agreement upon conclusion of the initial five year period or subsequent renewal period by notifying the other party, in writing, at least ninety (90) days prior to the expiration of the relevant term of its intention not renew this contract. It is the intention of the parties that either party shall be permitted to terminate this contract upon written notice to the other at least ninety (90) days prior to _____2012 and each renewal period thereafter.

Section 10. All functions and activities performed by the 911 Central Dispatch and Monticello-Wayne County 911 Board are hereby declared to be governmental functions. Functions and activities carried out under this Interlocal Agreement are carried out for the benefit of the general public and not for the benefit of any specific individual or individuals. Accordingly, this agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party or parties and no such person shall have any right of action under this Agreement for any cause whatsoever. All immunities provided by law shall be fully applicable.

Section 11. All activities performed under this Agreement are hereby declared to be governmental functions. Neither the parties to this Agreement, nor, except in cases of willful misconduct, gross negligence or bad faith, the Board or Central Dispatch personnel complying with or reasonably attempting to comply with this Agreement or any ordinance, rule or regulation enacted or promulgated pursuant to the provisions of this Agreement shall be liable for the death or injury to any person or persons, or for damage to property as a result of any such activity.

Section 12. This agreement may be altered, amended, modified or superseded by a written agreement entered into by the City and the County.

Section 13. Should any clause, paragraph, provision, sentence or other part of this agreement be judged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder of this agreement. Each of the parties declares that it would have entered into this agreement irrespective of the fact that any one or more this agreement's clauses, paragraphs, provisions or sentences or other parts

have been so declared invalid. Accordingly, it is the intent of the parties that the remaining portions of this agreement shall remain in full force and effect.

Section 14. This agreement shall take effect upon its approval by the City and County by enactment of authorizing ordinance, and approval of the Kentucky Attorney General as required by law. The City and the County agree to proceed under the terms of this agreement pending approval of the Kentucky Attorney General.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed in its name and on its behalf by its chief executive officer who has signed accordingly and attested with the approval of its governing body as of _____2007.

CITY OF MONTICELLO

By: _____
Hon. Kenneth Catron, Mayor for and on behalf
of the City of Monticello, Kentucky.

WAYNE COUNTY,

By: _____
Hon. Greg Rankin, County Judge Executive,
For and on behalf of Wayne County, Kentucky

DEPARTMENT FOR LOCAL GOVERNMENT

By: _____