

AMENDED AND RE-STATED INTERLOCAL AGREEMENT

The BARREN COUNTY FISCAL COURT, of 117 North Public Square, Glasgow,

Kentucky 42141; CITY OF GLASGOW, of 126 East Public Square, Glasgow, Kentucky

42141; CITY OF CAVE CITY, of 103 Duke Street, Cave City, Kentucky 42127; CITY OF

PARK CITY, of 41 Mammoth Cave Avenue, Park City, Kentucky 42160; METCALFE

COUNTY FISCAL COURT, of 201 North Main Street, Edmonton, Kentucky 42129; and

CITY OF EDMONTON, of 207 East Street, Edmonton, Kentucky 42129, hereinafter

referred to as "Members", pursuant to the terms and conditions set forth in KRS 65.210

to KRS 65.300, the Interlocal Cooperation Act, hereinafter "Act", do hereby enter into

this Amended and Re-Stated Interlocal Agreement for the establishment of a

consolidated public safety answering point for the various public safety agencies of the

Members.

Previously, the Members entered into an Interlocal Agreement dated September

26, 2013, and this Amended and Re-Stated Interlocal Agreement, hereinafter

"Agreement" is intended to supersede any previous agreements in all respects.

I. STATE OF NEED AND PURPOSE

Prior to 1993, emergency communication services in Barren and Metcalfe

Counties, Kentucky, have been fragmented and handled separately on an individual call

and service basis. In 1993, agencies came together to create the Barren-Metcalfe

Emergency Communications Center. This Agreement updates the original and any

subsequent agreement in an effort to systematically coordinate all emergency requests

and response communications. The coordination of these activities will provide an

orderly and accurate exchange of information for all emergency service agencies.

The Emergency Communication Center, equipment, dispatchers and records shall be located in secure locations at the Glasgow and Edmonton Communications Centers. Initial E-911 calls shall be handled by competent dispatchers located at each of the Centers. Further, Members shall assure that the dispatchers meet all qualifications and have all required training as required by Kentucky Revised Statutes, KRS 15.530 through 15.590, and all applicable administrative regulations.

III. LOCATION

The term of this Agreement shall begin upon approval by all Members, approval of the Kentucky Attorney General and the recording of this Agreement in the Office of the Barren and Metcalfe County Clerks. Each Member shall have the right to terminate their participation in this Agreement by giving notice, in writing, to other Members, by certified mail, at least thirty (30) days prior to the effective date of the termination. The withdrawal of one Member shall not affect the rights and responsibilities of the other Members to the Agreement. See also Article X below as it relates to the effect of termination and the ownership of assets.

II. TERM OF AGREEMENT

The Members are now engaged in delivering public safety services such as emergency medical and ambulance service, fire service, police service, disaster and emergency services, rescue squads, and all other public safety activities of mutual concern to their citizens. In order to deal more cost effectively with present and future public safety demands, the Members have agreed to form a cooperative communications center entitled, "Barren-Metcalfe Emergency Communications Center", sometimes hereinafter referred to as "BMECC".

The Barren County Fiscal Court and the Metcalfe County Fiscal Court shall, pursuant to KRS 65.760, establish fees to be paid by the general public as telephone users to pay the costs of establishing, maintaining and operating the BM ECC. These fees have already been established by the Barren County Fiscal Court (Ordinance No. 189), and the Metcalfe County Fiscal Court (Ordinance No. 940-17). Each telephone company serving Barren County and Metcalfe County, Kentucky, shall collect the E-911 fee from the subscriber and remit said fee to the Barren County Fiscal Court and the Metcalfe Fiscal Court, respectively, according to the terms of this Agreement and Ordinances. The collecting telephone company shall be entitled to an appropriate fee for billing and collecting the charges in a sum prescribed by law and permitted by the Kentucky Public Service Commission. Barren County and Metcalfe County, Kentucky shall receive from the telephone companies all net service charges. However, collecting a E-911 fee from each telephone company serving Barren County and Metcalfe County, Kentucky shall not be the exclusive means by which the Members hereto may choose to fund the costs of establishing, maintaining and operating the BM ECC. As contemplated by KRS 65.760(3), each Member hereto shall be authorized to fund its portion as set forth herein by any legal means available including, but not limited to, the levy of any special tax, license, or fee not in conflict with the Constitution and statutes of this state, which could include, but not be limited to, E-911 fees being collected by utilities or internet providers as authorized by law. It shall be up to each Member to enact any legislation necessary in order to facilitate any additional funding mechanisms that may be available to the Member.

IV. FUNDING

The fiscal year for the BM ECC shall be from July 1 through June 30 of the following calendar year. On or before the beginning of each new fiscal year, BM ECC's Governing Board shall adopt its annual operating budget. The annual operating budget shall be the proposed plan for raising operating revenues and expending monies for the

Section 1. Adoption of Annual Operating Budget.

V. OPERATING BUDGET AND MEMBER CONTRIBUTION

All funds received and disbursed by and for the operation of the BM ECC shall be audited in accordance with audits required of counties, cities and public agencies.

65,750 to KRS 65,760.

Barren County and Metcalfe County, Kentucky shall remit the said net funds collected from the telephone companies, or any other funding source authorized by the respective legislative bodies, to BM ECC's Governing Board as set forth herein. BM ECC's Governing Board shall hold said funds and properly account for their receipt and expenditures. The funds collected from the telephone companies and the funds collected by any other lawful means as described above pursuant to KRS 65,760, and paid by the Barren County and Metcalfe County fiscal courts to BM ECC's Governing Board shall be used only to pay for the costs of establishing, maintaining and operating the Emergency Communications Center in accordance with the provisions of KRS 65,750 to KRS 65,760.

911 Services Board - Kentucky Office of Homeland Security, shall remit to its Governing Board all monies collected pursuant to KRS 65,7621 to KRS 65,7643, and 202 KAR Chapter 6, per the wireless calls, as related to the pro-rata fund disbursement and PSAP work load fund disbursement.

shall calculate the actual total operating cost for the BM ECC. For purposes of this numbers are made available to the BM ECC's Governing Board, the Governing Board At the end of each fiscal year, after the audit has been completed and final contribution.

each city within the two counties shall contribute to each county's percentage of and the individual cities within each county to reach their own agreements as to how contribution to the actual total cost of operating BM ECC. It shall be up to each county percentages shall be used for purposes of determining each county's annual percent (19%) to the combined population. The Members agree that these (81%) to the combined population and Metcalfe County, Kentucky contributes nineteen counties is 55,224. Therefore, Barren County, Kentucky contributes eighty-one percent population of Metcalfe County, Kentucky is 10,370. The combined population of the two data as of July 1, 2022, the population of Barren County, Kentucky is 44,854, and the and every year based upon the method set forth in this Section 2. Using current census Each Member shall contribute to the actual total cost of operating BM ECC each

Section 2. Member Contribution.

Communications Center, including, but not limited to, wages and benefits. shall be responsible for the cost associated with its dispatchers located at the Edmonton as set forth in Section 2 below. The City of Edmonton and Metcalfe County Fiscal Court Glasgow, and wages and benefits shall not be part of the member contribution process Glasgow Communications Center, who shall continue to be employees of the City of shall be the cost of all wages and benefits of the BM ECC personnel located at the operation of BM ECC during the fiscal year. Excluded from the annual operating budget

- Mayor of the City of Glasgow, or designee;
 - Mayor of the City of Edmonton, or designee;
 - County Judge-Executive with the approval of the Fiscal Court;
 - One (1) magistrate from the Barren County Fiscal Court appointed by the
 - Metcalfe County Judge-Executive, or designee;
 - Barren County Judge-Executive, or designee;
- composed as follows:

The Governing Board of the BM ECC shall consist of ten (10) Members and

VI. GOVERNING BOARD

"Material change" means a change – up or down – of ten percent (10%).

The percentages used in this section are subject to modification every five (5) years without the necessity of amending this Agreement if objective population data is available and the new data would result in a material change in the percentages.

receipt.

The percentages used in this section are subject to modification every five (5) years without the necessity of amending this Agreement if objective population data is available and the new data would result in a material change in the percentages.

receipt.

county and their respective cities, and the invoice shall be paid within thirty (30) days of through their respective fiscal courts, showing the amounts due and owing by each written invoices which shall be delivered to Barren County and Metcalfe County, by and audit being approved by BM ECC's Governing Board, the Governing Board shall prepare operating the BM ECC as determined by the audit. Within five (5) business days of the Kentucky shall be responsible for nineteen percent (19%) of the actual total cost of Kentucky shall be responsible for eighty-one percent (81%) and Metcalfe County, Operating Expenses less Depreciation] as determined by the audit. Barren County, Section 2, "actual total operating cost" means [Total Operating Revenue] minus [Total

All Members of this Agreement shall cooperate in an effort to make the emergency response effort in Barren and Metcalfe Counties, Kentucky the most

VIII. STATEMENT OF COOPERATIVE

expenditure can be made.

expense would require the unanimous approval of the Governing Board before the one expenditure would be deemed an "extraordinary expense", and that extraordinary (1) purpose that would exceed One Hundred Thousand Dollars (\$100,000.00), then that Center, or its Governing Board, should propose that BMGCC expend funds for any one In the event that management of Barren-Metcalfe Emergency Communications

VII. APPROVAL OF ANY EXTRAORDINARY EXPENDITURE

year by the Governing Board: Chairman, Vice Chairman, Secretary and Treasurer. the BMGCC. The Governing Board shall have the following officers elected each fiscal The Governing Board shall meet and adopt rules and by-laws for the operation of Each Member shall have one (1) vote.

of Edmorton and the Metcalfe County Judge-Executive.

- One (1) citizen member from Metcalfe County jointly appointed by the Mayor

Judge-Executive; and

Glasgow, the Mayor of Park City, the Mayor of Cave City, and the Barren County

- One (1) citizen member from Barren County jointly appointed by the Mayor of
- Mayor of the City of Cave City, or designee;
- Mayor of the City of Park City, or designee;

with the approval of the City Council;

- One (1) City Council person from the City of Glasgow appointed by the Mayor

In the event one of the Members hereto terminates this agreement as previously provided for, and the remaining members desire to continue operation of the Emergency Communications Center, all assets and property of every kind and nature, shall become the exclusive property of the remaining members.

In the event the Members of this agreement fully terminate this agreement and the operation of the Emergency Communications Center as established, all assets and property of every kind and nature, with the exception of property purchased by one or more members, which have been purchased by the service charge shall revert to the Barren County Fiscal Court and the Metcalfe County Fiscal Court in the amounts equal

X. TERMINATION

The BMCC shall have the authority, as set forth in KRS 65.210 to KRS 65.300, to acquire, hold and dispose of real and personal property including licenses used in this cooperative effort. It shall have the authority to enter into contracts for the purpose of receiving state and federal assistance, loans, and grants. It shall further have the authority to borrow funds in its own name and pledge any of its assets as collateral for repayment of the loan.

IX. STATEMENT OF AUTHORITY

The BMCC should specifically cooperate with the Barrens Informational Technology System, Inc., the Metcalfe County Addressing Agent and the City of Edmonton Addressing Agent, and exchange any systems and information as may be permitted by contract and law.

responsive and most cost-efficient possible.

to the percentage of the income generated by the total charges for each county. Property purchased with member funds shall revert to the purchasing members in the percentage of their contribution. All other property directly purchased shall revert to the ownership of said member or members.

WITNESS THE SIGNATURES of the parties as of the date set forth above.

BARREN COUNTY FISCAL COURT

BY:

JAMIE BEWLEY-BYRD
COUNTY JUDGE EXECUTIVE

CITY OF GLASGOW

BY:

HENRY ROYSE
MAYOR

CITY OF CAVE CITY

BY:

DWAYNE HATCHER
MAYOR

CITY OF PARK CITY

BY:

LARRY POTEET
MAYOR

METCALFE COUNTY FISCAL COURT

BY:

LARRY WILSON
COUNTY JUDGE EXECUTIVE

OTARY PUBLIC - KY AT LARGE
My Commission Expires: _____
N

On the _____ day of _____, 2024, the foregoing instrument was acknowledged, subscribed and sworn to before me by **CITY OF GLASGOW**, by and through its Mayor, Henry Royse, who personally appeared before me and is known to me (or who produced sufficient evidence that he is the person described in and who executed the foregoing instrument).

COUNTY OF BAREN

COMMONWEALTH OF KENTUCKY

OTARY PUBLIC - KY AT LARGE
My Commission Expires: _____
N

On the _____ day of _____, 2024, the foregoing instrument was acknowledged, subscribed and sworn to before me by **BAREN COUNTY FISCAL COURT**, by and through its County Judge Executive, Jamie Bewley-Byrd, who personally appeared before me and is known to me (or who produced sufficient evidence that she is the person described in and who executed the foregoing instrument).

COUNTY OF BAREN

COMMONWEALTH OF KENTUCKY

DOUG SMITH
MAYOR
CITY OF EDMONTON

BY:

OTARY PUBLIC - KY AT LARGE
My Commission Expires: _____
N

On the _____ day of _____, 2024, the foregoing instrument was acknowledged, subscribed and sworn to before me by METCALFE COUNTY FISCAL COURT, by and through its County Judge Executive, Larry Wilson, who personally appeared before me and is known to me (or who produced sufficient evidence that he is the person described in and who executed the foregoing instrument).

COUNTY OF METCALFE
COMMONWEALTH OF KENTUCKY

OTARY PUBLIC - KY AT LARGE
My Commission Expires: _____
N

On the _____ day of _____, 2024, the foregoing instrument was acknowledged, subscribed and sworn to before me by CITY OF PARK CITY, by and through its Mayor, Larry Poteet, who personally appeared before me and is known to me (or who produced sufficient evidence that he is the person described in and who executed the foregoing instrument).

COUNTY OF BAREN
COMMONWEALTH OF KENTUCKY

OTARY PUBLIC - KY AT LARGE
My Commission Expires: _____
N

On the _____ day of _____, 2024, the foregoing instrument was acknowledged, subscribed and sworn to before me by CITY OF CAVE CITY, by and through its Mayor, Wayne Hatcher, who personally appeared before me and is known to me (or who produced sufficient evidence that he is the person described in and who executed the foregoing instrument).

COUNTY OF BAREN
COMMONWEALTH OF KENTUCKY

DEPARTMENT FOR LOCAL GOVERNMENT

APPROVED:

OTARY PUBLIC - KY AT LARGE
My Commission Expires: _____
N

On the _____ day of _____, 2024, the foregoing instrument was acknowledged, subscribed and sworn to before me by **CITY OF EDMONTON**, by and through its Mayor, Doug Smith, who personally appeared before me and is known to me (or who produced sufficient evidence that he is the person described in and who executed the foregoing instrument).

COUNTY OF METCALFE

COMMONWEALTH OF KENTUCKY