

Inter-Local Agreement Concerning the Continuing Operation of the Nelson County Joint E911 Dispatch Center (8/2/16)

WHEREAS, the City of Bardstown operated the E911 service for all of Nelson County prior to the establishment of the E911 Board in 2006; and

WHEREAS, the City of Bardstown and Nelson County entered into an Inter-local Agreement in 2006 to create an E911 Dispatch Center to serve all residents in Nelson County, without regard to their residency within an incorporated city, or within a specific fire district or fire territory; and

WHEREAS, the dispatch services are used by the Nelson County Sherriff Department, the Nelson County EMS, the City of Bardstown Police Department, the City of Bardstown Fire Department, the Nelson County Fire and Rescue, the City of New Haven Police Department, the City of New Haven Volunteer Fire Department, the Rolling Fork Volunteer Fire Department, the New Hope Volunteer Fire Department, the Bloomfield Police Department, the North Nelson Fire District, and the Boston Volunteer Fire Department with these entities considered "member agencies"; and

WHEREAS, every resident and business owner in Nelson County is equally likely to need the services of the E911 Dispatch Center for a Fire, Police, or Medical emergency, and therefore should pay for those dispatch services equally; and

WHEREAS, the City of Bardstown notified Nelson County in September of 2014 that it was cancelling the Inter-Local Agreement in order to negotiate an agreement that was more complete and fair in its funding mechanism; and

WHEREAS, it was agreed by Memorandum of Agreement in September of 2015 that the existing Inter-Local Agreement be adhered to for one year, or until it could be amended in a way that was satisfactory to both the City and the County; and

WHEREAS, it is a requirement of the Kentucky State Police and the Federal Bureau of Investigation that information received from the LINK/NCIC shall be restricted to law enforcement or criminal justice agencies, the LINK/NCIC terminal must be placed under management control of a law enforcement or criminal justice agency or board whose membership is comprised of a majority of law enforcement or criminal justice members; and

WHEREAS, the City of Bardstown and Nelson County now desire to enter into a new interlocal agreement that is mutually beneficial

NOW THEREFORE BE IT AGREED: That the following Inter-Local Agreement shall govern the operation and funding of the Nelson County Joint E911 Dispatch Center:

TERM OF THIS AGREEMENT: This agreement shall be in effect beginning on _____ and to end on _____ for a term of five (5) years and is renewable for five (5) year terms thereafter at the discretion of and by approval of Nelson Fiscal Court and the Bardstown City Council. Either Nelson Fiscal Court or the Bardstown City Council may at any time and by giving six (6) months' notice terminate this agreement or immediately if mutually agreed upon. Notice of termination shall be made in writing. Upon termination, all assets of the Joint Dispatch Board and Dispatch center shall be assessed for value by a reputable individual or firm to be agreed upon by the parties. Assets shall be dispersed between the parties with the City Bardstown receiving 40% value of the assets and Nelson Fiscal Court receiving 60% of the values of assets. Either party shall have the right to purchase for assessed value the assets of the other party upon dissolution.

ESTABLISHMENT OF A NELSON COUNTY JOINT DISPATCH BOARD: A Joint Dispatch Board is hereby established to accomplish, implement and effectuate all matters, tasks and goals of this Interlocal Agreement except as otherwise provided herein. Member Agencies served by the Board are the Nelson County Sheriff's Department, the Bardstown Police Department, Nelson County EMS, the Bardstown Fire department and all volunteer fire departments serving Nelson County.

MEMBERSHIP/OFFICERS: The Nelson County Joint Dispatch Board (hereinafter Joint Dispatch Board) shall be comprised of seven (7) members as follows: The Bardstown City Police Chief (or their designee); The Nelson County Sheriff (or their designee); The Bardstown City Fire Chief (or their designee); A representative of Volunteer fire departments (to be appointed each year by the Nelson County Judge in odd numbered years and the Mayor of Bardstown in even numbered years); The EMS Director; A Bardstown City Police Officer (as appointed by the Bardstown Police Chief); and a Nelson County Deputy Sheriff (as appointed by the Nelson County Sheriff). The Chair of the Board shall be the Nelson County Sheriff or their designee during odd numbered years and the Bardstown Police Chief or their designee during even numbered years. Other Joint Dispatch Board officers shall be elected under terms of by-laws to be enacted by the board.

POWERS AND DUTIES OF THE BOARD: The primary responsibility and goal of the board shall be to insure that the E911 Dispatch Center provides excellent emergency call service to the public and dispatch services to member agencies. To accomplish this goal, the board shall oversee the implementation of the standard operating procedures for dispatch services for member agencies, make recommendations to the Nelson County Judge Executive and the Mayor of Bardstown concerning the hiring and job performance of a Director for the operation of the E911 Dispatch Center; to create and present a budget adequate to meet the goals of the center to the Bardstown City Council and the Nelson Fiscal Court, as well as any other tasks necessary to accomplish the primary responsibility and goal as outlined above including but not limited meeting any and all requirements to ensure that law enforcement agencies in Nelson County have access to and use of the LINK/NCIC systems.

FUNDING. The Dispatch center shall be funded by the proceeds from the 911 fees, the method, amount, means and timing of the assessment, collection and disbursement of funds generated are to be determined by separate ordinance adopted by the various legislative bodies in Nelson

County including but not limited to Nelson County Fiscal Court and the Bardstown City Council. The amount of the fees and the anticipated revenues are to be reported to the Nelson County Dispatch Board at least once per fiscal year no later than January 31st in order to facilitate preparation of the proposed budget. It is hereby agreed that budgetary amounts, as reflected in an annual budget approved as provided herein, not otherwise addressed herein and that are not covered by proceeds from the 911 fees herein approved and other sources of funds (i.e. grants) are to be covered by fund allocations from Nelson County Government with an annual contribution from the City of Bardstown in the amount of \$22,800 reflecting the value of dispatch services provided for the Bardstown Fire and Police departments as determined by the 2016 process used by the City of Bardstown to seek alternative dispatch services. It is anticipated that 911 fees will be increased periodically to address additional funding issues.

BUDGET. The Board shall prepare and approve an annual budget. To aid in the preparation of the budget proposal all member agencies shall be polled by the E911 Director no later than January 31st in order to determine if any projects, system improvements or equipment or infrastructure improvements are desired. Proposed or requested improvements, needs and issues to be addressed in the upcoming budget shall be submitted in writing no later than January 31st and distributed to all member agencies for comment. The same process shall be followed for any and all projects, system improvements or equipment or infrastructure improvements originating from or requested by the Dispatch Director or staff. All submittals are to be distributed to the other member agencies for assessment and comment prior to submittal to the Joint Dispatch Board allowing the other member agencies to assess any proposal or request for operational impacts and to address any concerns in writing to the Joint Dispatch Board. No projects, system improvements or equipment or infrastructure improvements shall be considered or implemented except through this process unless the Dispatch Board declares an emergency to exist by a two thirds vote of the entire membership of the Board. The budget shall be submitted to County and the City by March 1st. Nelson County Fiscal Court and Bardstown City Council shall approve or reject the budget as submitted by April 1st. If rejected by either governmental body, that government body shall list specific reasons for rejection. The Board shall then prepare and approve an amended budget taking into consideration, if possible the reasons for rejection. The amended budget shall submitted to Nelson County Fiscal Court and Bardstown City Council by May 1st for approval. Nelson County Fiscal Court and Bardstown City Council shall approve or reject the amended budget by May 15th. If the amended budget is rejected, the County Judge/Executive and the Mayor of the City of Bardstown shall prepare a final budget by June 1st, which final budget shall be deemed binding on the Board, the County and the City. If a final budget does not result from this process this interlocal agreement shall be terminated per the section of this agreement titled Term of the Agreement as if termination was mutually agreed upon. Any expenditures outside of the amounts as approved in the annual budget must be approved by both the Nelson Fiscal Court and the City of Bardstown.

POLICIES AND PROCEDURES. Member Agencies shall develop and periodically review and update comprehensive Policies and the Standards of Operations Procedures covering all aspects of the operations to be implemented by the Nelson County Joint Dispatch. Should a dispute arise concerning the effectiveness, necessity or implementation of any Policies and Procedures the Dispatch Director shall report such dispute to the Joint Dispatch Board for resolution. It

shall take a two thirds majority of the entire membership of the Joint Dispatch Board to overrule and/or modify the comprehensive Policies and the Standards of Operations Procedures submitted by any member agencies.

RECORDS: The Joint Dispatch Board shall be responsible for maintaining all records public and otherwise generated as part of its business as covered by this document. The Board shall designate an official custodian of records for the purposes of responding to open records requests. Member agencies and the parties to this agreement shall have unfettered access to such records.

BY-LAWS: The Joint Dispatch Board shall adopt by-laws that implement and effectuate the intent of this Interlocal Agreement. If a conflict arises between the terms of this agreement and the by-laws the terms of this interlocal agreement govern.

EMPLOYEES: Employees of the Dispatch Center shall be hired by the Joint Dispatch Board with the exception of the Director who shall serve at the discretion of the Nelson County Judge Executive and the Mayor of Bardstown. Upon initial execution of this agreement the process of hiring a dispatch director shall commence. The Joint Dispatch Board shall make recommendations concerning hiring, firing, compensation, discipline and performance review for the Director to the Nelson County Judge Executive and Mayor of Bardstown for their consideration.

AUDIT: An audit of the finances and procedures related to expenditures of funds shall be conducted annually on a schedule to be determined by the Joint Dispatch Board. This audit may be part of the Audit of the finances of Nelson Fiscal Court, with their agreement, the audit of the finances of the City of Bardstown, with the agreement of the Bardstown City Council, or done separately. The annual budget should reflect the cost of this audit.

BORROWING FOR CAPITAL IMPROVMENTS OR OPERAING COSTS: The Joint Dispatch Board shall not borrow money for the purposes of making capital improvements or for operating costs. Nelson County Government through and by Nelson Fiscal Court and/or the City of Bardstown through and by the Bardstown City Council may borrow funds for such improvements but will each individually remain responsible for repayment of the debt except as specified in the annually adopted budget and subject to the annual approval thereof by the non-borrowing legislative body. Any facility, equipment or improvement resulting from a capital project so funded will be the sole property of the borrowing entity except to the extent funded by payments through the approved budget. All member agencies shall be responsible for purchasing and maintaining their own radios.

CONFLICTS/ISSUES: As in any agreement between parties involving multiples entities it is anticipated that conflicts and issues will arise. Conflicts, issues and/or disagreements concerning service provided by E911 Dispatch will be addressed to the Joint Dispatch Board in writing for resolution. The Joint Dispatch shall address such conflicts, issues and disagreements with the Dispatch Director to immediately resolve them in order to insure that service is effective, efficient and timely. Personnel issues arising from such conflicts, issues and disagreements shall be resolved by the Director followed immediately by a written report to the

Joint Dispatch Board for its information and action as needed. Any member agency that feels that it's issue has not been adequately addressed by this process may report its dissatisfaction in writing to both the Nelson County Judge Executive and the Mayor of Bardstown who shall meet to discuss the issue and make a recommendation to the Joint Dispatch Board concerning a course of action to resolve the issue. It is understood by the parties hereto, that continued dissatisfaction by a member agency with service provided after this process is grounds for: alteration of the next budget including the amount of funding provided (the budget approved as provided herein); requests for capital improvements or projects as part of the next budget cycle (once again as approved as provided herein); and/or termination of the agreement as provided herein.