

Minutes of the Grant County Fiscal Court December 21, 2017

The Grant County Fiscal Court met in special Session on Monday, December 21 2017, at 12:00 Noon at the Grant County Courthouse in Williamstown, Kentucky. Those in attendance were The Honorable Judge/Executive Stephen Wood presiding, Magistrate Jacquelyn Riley, and, Magistrate Bobby Newman. Shawna Coldiron was absent due to health issues.

Deputy Judge Pat Conrad, and Joe Taylor, Grant County Attorney were also present.

The following guests were in attendance: Les Whalen, Grant County Emergency Services Director.

CALL TO ORDER:

Judge/Executive Stephen P. Wood called the meeting to order.

Judge/Executive Stephen Wood presented for approval one claim on the General Fund dated December 21, 2017, to purchase a truck for the Emergency Management Services along with the transfer as presented.

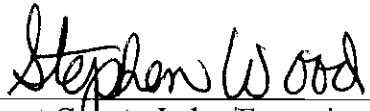
Motion of Magistrate Riley, seconded by Magistrate Newman to approve the claim dated December 21, 2017, drawn against the General Expense Fund, to purchase a truck for the Emergency Management Services, of which half of the purchase price will be reimbursed to the county by a grant for which Les Whalen applied for and was granted. Magistrate Riley also moved to approve the transfer as presented, and Magistrate Newman seconded the motion.

Judge/Executive Stephen Wood directed the clerk to call the roll, whereupon all members present voted in the affirmative.

Judge/Executive Stephen Wood presented for a Second Reading Amendment # 1 of an Interlocal Cooperation Agreement between Grant County, Kentucky and the City of

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January 2, 2018, because Monday, January 1, 2018, is a holiday. This meeting will take place in the second floor courtroom. Motion to adjourn until Tuesday, January 2, 2018, at 7:00 P.M. was made by Magistrate Riley, seconded by Magistrate Newman. All members present voted to adjourn.



Grant County Judge/Executive
Stephen P. Wood

12/20/17
03:11PM

GRANT COUNTY FISCAL COURT
Invoice Entry List (Detail)

Invoice Date	Invoice Number	Type	Description	Terms Code	Due Date	1099 Type	Invoice Amount	Payment Amount
Vendor: TS1000			TIM SHORT CHEV, BUICK,GMC					
12/23/17	01-17-0971	I	MASTER AGREEMENT	COD	12/23	Misc Box7	33,730.00	.00
	Account: 015135739A		Amount	33,730.00				
Vendor Total: TS1000							33,730.00	.00
Report Total:							33,730.00	.00

*** Report Options ***

Vendors: ALL

Invoice Dates: 12/23/2017 to 12/23/2017

Invoice Type: ALL

Invoice Status: ALL

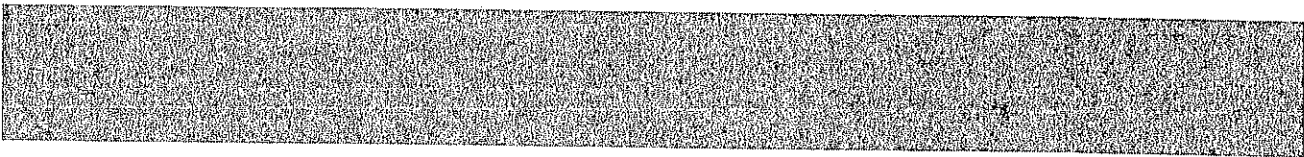
Dates Entered: ALL

*** End of Report ***

Order to Transfer

12/21/2017

GENERAL FUND	Line Item	Debit	Credit
Reserves for Transfers	01-9200-999	\$3,730.00	
DES/Equipment Acquisition	01-5135-739A		\$3,730.00
TOTAL		\$3,730.00	\$3,730.00



INTERLOCAL COOPERATION AGREEMENT

THIS AGREEMENT originally made and entered into on the 23rd day of August, 2005 pursuant to the Kentucky Interlocal Cooperation Act, KRS 65.210 et seq., by and between the Kentucky State Police and the County of Grant, and the Cities of Crittenden, Corinth, Dry Ridge, and Williamstown, for the establishment of Public Safety Answering Points (PSAPS) to answer all Enhanced 911 calls originating from the County and Cities that are parties hereto through the Enhanced 911 Emergency Service System (E-911) which is to be established, and subsequently amended and entered into by the above parties on this the 21st day of December, 2017.

AMENDMENT # 1

AN AMENDMENT BY GRANT COUNTY, KENTUCKY AND THE CITY OF CRITTENDEN AND THE CITY OF DRY RIDGE AND THE CITY OF WILLIAMSTOWN AND THE CITY OF CORINTH TERMINATING THE REFERENCE TO THE E 911 SERVICE FEE TAX OF \$1.99 PER TELEPHONE LINE PER MONTH, AS THE SOURCE OF FUNDING, UNDER THE HEADING OF FUNDING AND FISCAL ADMINISTRATION (* AND IN OTHER AREAS AS NECESSARY FOR CLARIFICATION), AND REPLACING THAT FEE WITH AN ANNUAL FEE OF \$36.00 IMPOSED UPON EACH OCCUPIED INDIVIDUAL RESIDENTIAL UNIT AND EACH OCCUPIED INDIVIDUAL COMMERCIAL UNIT LOCATED UPON EACH PARCEL OF REAL PROPERTY LOCATED WITHIN THE COUNTY OF GRANT.

WITNESSETH:

WHEREAS, the establishment of an Enhanced 911 Emergency Service System will greatly contribute to the public safety and benefit the citizens of the county and each of the cities that is a party to the agreement; and

WHEREAS, the successful implementation and efficient operation of any 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 above-named county and cities have determined that it is mutually advantageous and beneficial to combine resources and enter into a cooperative arrangement for the establishment of PSAPS E-911 Answering System at the Kentucky State Police Posts.

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

THE E911 Board

The E911 Board shall henceforth consist of the Commander of the Post 6, Kentucky State Post or designee, and one representative from the county and each city that is party to this agreement; said representative shall be selected by the respective County Judge Executive or Mayor (or City Commission as the case may be) for each city. The E911 Board will elect a Chairman annually from its membership.

The E911 Board shall meet at least quarterly, or upon the call of the Chairman, or upon the call of a majority of the members, by 24 hour notification to each member, and shall be apprised by the PSAP manager of all significant plans and events.

The E911 Board 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 E911 Board may inspect the PSAP facility or observe PSAP operations. The E911 Board, 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 E911 Board shall make its own rules for conduct of meeting or other business not set forth in this agreement.

Four members of the E911 Board shall constitute a quorum for resolution of disputes or any other business provided that at least the Kentucky State Police member, the County member and two other members are included. Bylaws may be adopted by the E911 Board to provide for the governance and orderly administration of Board functions.

ESTABLISHMENT and OPERATION OF THE PSAP

There is hereby established at the Kentucky State Police Posts Public Safety Answering Point (PSAP), that will answer all E-911 calls originating from the county and cities that are parties to this agreement and will be responsible for routing the calls immediately to the appropriate police, fire and/or ambulance service for emergency response. The PSAPS 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 sole authority and responsibility for the operation and management of the PSAP. The Kentucky State Police shall manage and direct the operations and administration of said PSAPS 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 SPAPS 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.

Until such time as the Kentucky State Police have fully implemented operation for the county and the cities under this agreement and as long as any services are provided under preexisting interlocal agreements providing for E911 services, the Board of Directors currently operating under such preexisting agreement shall continue to govern the operations of the E911 system currently being used. At such time as the Kentucky State Police provide full services under this agreement, the Board of Directors under preexisting agreements shall be deemed immediately dissolved without further action of the county or cities.

EQUIPMENT, SUPPLIES, AND FACILITIES

Subject to the approval of the E911 Board, 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.

All equipment currently being used by the existing E911, to the extent that it may be immediately useful to the Kentucky State Police to aid in providing these same services to the county

and cities shall be turned over to the Kentucky State Police and shall thereafter become Kentucky State Police property.

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 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. All personnel cost for such employees shall be paid from the funds received for the subscriber surcharge (* now the annual fee) as set forth herein, subject to the approval of the E911 Board.

AUTHORIZING ORDINANCES

As an essential condition precedent to the validity of this agreement, Grant County and the cities of Crittenden, Corinth, Dry Ridge and Williamstown must each, either individually or jointly, enact an ordinance to authorize, approve, and establish an E-911 system. The ordinance shall authorize the collection of a surcharge from each subscriber by the local telephone company (* now the annual fee) and the payment of the funds collected to the E911 Board Treasurer who shall then deposit the funds in a separate trust account and issue payments for expenses incurred as authorized by the board. The ordinance shall be in accord with the applicable Kentucky Revised Statutes as well as in a form acceptable to the local Telephone Company (* no longer applicable with the new, annual fee).

GEOGRAPHICAL INFORMATION

Grant County and the cities of Crittenden, Corinth, Dry Ridge and Williamstown agree to furnish the local telephone company and the Kentucky State Police existing geographical information consisting of unique street addresses for all subscribers and all specific premises and real estate parcels in the county. The geographical information shall be in a form acceptable to the local telephone company and to the Kentucky State Police.

FUNDING AND FISCAL ADMINISTRATION

An annual fee of \$36.00 imposed upon each occupied individual residential unit and each occupied individual commercial unit located upon each parcel of real property located within the County of Grant ("911 Parcel Fee"), as authorized by local ordinance, shall be applied to fund the operation of the E-911 system. The E911 Board shall review the current amount of the annual 911 Parcel Fee on a biennial basis and recommend modifications of that amount to the Grant County Fiscal Court for modification of the ordinance as needed.

The Grant County Sheriff's Office shall collect the annual 911 Parcel Fee. After retention by the Grant County Sheriff's Office of 4.25% of the fees collected, on at least a monthly basis, the Sheriff's Office shall pay to the 911 Board Account the remainder of the amount of any fees collected, regardless of the rate set by the County. The 911 Board Account is solely dedicated to the establishment and operation of the emergency response services.

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 county and city that is a party hereto agree 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 or city.

The Kentucky State Police agree and acknowledge that they are solely responsible for any and all actions of the dispatchers or dispatch employees they hire and retain, and that the County and cities accept no responsibility for the actions of the dispatch employees of the Kentucky State Police.

ACCEPTANCE OF OTHER LOCAL GOVERNMENTS WHO ENTER INTO THIS AGREEMENT AND DISSOLUTION OF PRIOR AGREEMENTS

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.

At such time as Kentucky State Police provide full services under this agreement, prior interlocal agreements shall be deemed dissolved without further action of the county or cities.

DURATION

The duration of this agreement shall be for one year. If the county or any city withdraws, Wireless and Wireline monies (if applicable) shall be distributed on a percentage basis based upon the most recent records of fees received and/or subscriber data available. Should the board be dissolved in its entirety, the aforementioned distribution of funds will apply. As title holder and possessor of all equipment, the Kentucky State Police shall remain sole owner of said equipment. Repeal by any party hereto of the authorizing ordinance will result in automatic withdrawal by that party on the effective date of the repeal. Any party may withdraw from this agreement upon ninety (90) days' written notice to the other parties. This agreement may be dissolved by mutual agreement in writing ninety (90) days prior to such dissolution.

EXECUTION AND VALIDITY

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

1. Execution by the Commissioner of the Kentucky State Police;
2. Execution by the County Judge Executive of Grant County, as authorized by the Fiscal Court pursuant to duly enacted county ordinance;
3. Execution by the Mayor of Crittenden, as authorized by its council pursuant to duly enacted city ordinance;
4. Execution by the Mayor of Corinth as authorized by its council pursuant to duly enacted city ordinance;
5. Execution by the Mayor of Dry Ridge as authorized by its council pursuant to duly enacted city ordinance;
6. Execution by the Mayor of Williamstown as authorized by its council pursuant to duly enacted city ordinance;

7. Approval by the Attorney General of the Commonwealth of Kentucky pursuant to KRS 65.210;
8. Filing of attested copies with the Secretary of State of the Commonwealth of Kentucky and the County Clerk of Grant county, as required by KRS 65.290.

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

SECTION XII

This ordinance shall be published in summary pursuant to KRS 83A.060(9) and KRS 100.207 and shall be effective as soon as possible according to law.

 RICHARD W. SANDERS
 Commissioner, Kentucky State Police

Stephen Wood

 STEPHEN P. WOOD
 Grant County Judge Executive

Rick Skinner

 RICK SKINNER
 Mayor, City of Williamstown

Jim Wells

 JIM WELLS
 Mayor, City of Dry Ridge

James Livingood

 JAMES LIVINGOOD
 Mayor, City of Crittenden

William Hill

 WILLIAM HILL
 Mayor, City of Corinth

Approved, pursuant to KRS 65.620, this _____
 Day of _____, 2017


 Andy Beshear
 Attorney General
 Commonwealth of Kentucky

NOTICE

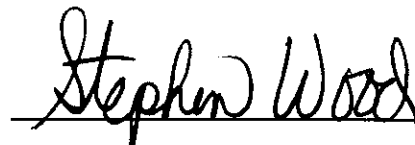
The Grant County Fiscal Court held a Second Reading and approved the Interlocal Cooperation Agreement Amendment No. 1, which is an Amendment by Grant County, Kentucky and the City of Crittenden, and the City of Dry Ridge, and the City of Williamstown, and the City of Corinth terminating the E911 service fee fax of \$1.99 per telephone line per month, as the source of funding, under the heading of **Funding and Fiscal Administration** (*and in other areas as necessary for clarification), and replacing that fee with an annual fee of \$36.00 imposed upon each occupied individual residential unit and each occupied individual commercial unit located upon each parcel of real property located within the County of Grant.

A copy of the approved agreement may be seen in the office of the County Judge/Executive during normal business hours.

ATTEST:



Pat Conrad, Fiscal Court Clerk



Stephen Wood
Grant County Judge/Executive

Dated this the 21th Day of December, 2017