

ORDINANCE NO. 2024 -10-8827

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF PADUCAH, KENTUCKY AND THE COUNTY OF MCCRACKEN, KENTUCKY FOR THE PROVISION OF 911 SERVICES

WHEREAS, the City of Paducah, Kentucky and McCracken County, Kentucky previously determined it was in the best interest of all citizens of Paducah and McCracken County for the provision of 911 services to be served jointly by both public agencies; and

WHEREAS, it was determined that City and County have a compelling public interest in providing joint services for the benefit of all citizens and visitors of the City of Paducah and the County of McCracken, Kentucky; and

WHEREAS, City and County determined that in order to accomplish the public purposes of City and County, it is desirable and necessary for City and County to enter into an Interlocal Cooperation Agreement for the provision of 911 services which sets forth their joint mission, management plan, powers, duties and responsibilities of the joint board, funding, and administration; and

WHEREAS, pursuant to KRS 65.210 to 65.300 (the "Interlocal Cooperation Act"), the City and the County may join together to accomplish what each may accomplish individually and previously did so on May 28, 2024; and

WHEREAS, subsequent thereto City and County both enacted a Parcel Fee Ordinance in which the Parties agreed to establish a Joint Appeals Board by including establishing language in the 911 Interlocal Cooperative Agreement; and

WHEREAS, as a result, the Parties have drafted a superseding Interlocal Cooperative Agreement which sets forth the establishment of a Joint Appeals Board.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF PADUCAH, KENTUCKY, AS FOLLOWS:

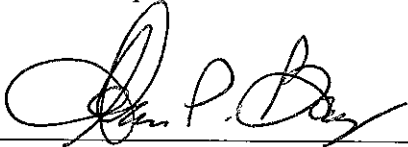
SECTION 1. The City of Paducah, Kentucky, hereby approves the Interlocal Cooperative Agreement between the City of Paducah, Kentucky and the County of McCracken, Kentucky in the form attached hereto as Exhibit A and made part hereof. It is hereby found and determined that the Interlocal Cooperative Agreement furthers the public purposes of the City and it is in the best interest of the citizens, residents, inhabitants, and visitors of the City that the City enter into the Interlocal Cooperative Agreement for the purposes therein specified and the

execution and delivery of the Interlocal Cooperative Agreement is hereby authorized and approved. It is hereby further found that the provision establishing the Joint Appeals Board set forth in this subsequent Interlocal Cooperative Agreement complies with the Parcel Fee Ordinance provision which requires the Parties to include the establishment of the Joint Appeals Board in the Interlocal Cooperative Agreement. Consequently, the Mayor is hereby authorized to execute the Interlocal Cooperative Agreement, together with such other agreements, instruments or certifications which may be necessary to accomplish the transaction contemplated by the Interlocal Cooperative Agreement.

SECTION 2. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

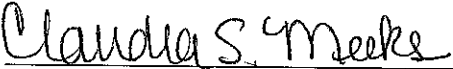
SECTION 3. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

SECTION 4. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.



GEORGE BRAY, MAYOR

ATTEST:



Claudia S. Meeks, Assistant City Clerk

Introduced by the Board of Commissioners, October 8, 2024
Adopted by the Board of Commissioners, October 22, 2024
Recorded by Claudia S. Meeks, Assistant City Clerk, October 22, 2024
Published by *The Paducah Sun*, October 25, 2024

4875-6695-2327

AGREEMENT FOR PROVISION OF EMERGENCY 911 SERVICES

The City of Paducah, Kentucky, hereinafter referred to as “City”, and McCracken County, Kentucky, hereinafter referred to as “County”, independently referred to as “Party”, collectively referred to as “Parties”, agree as follows:

WHEREAS, the City and County have expressed their desire and intent to collaborate in the provision and delivery of public safety and emergency dispatching services within Paducah and McCracken County;

WHEREAS, the City completed an evaluation of dispatching services provided within Paducah and McCracken County, including an independent analysis of potential benefits available through a collaborative approach to service delivery, performed by a professional consultant specializing in public safety communication systems, namely Federal Engineering, Inc. of Fairfax, Virginia, and the County has reviewed and approved of and agreed with such evaluation;

WHEREAS, the Parties’ respective legislative bodies have expressed intent to adopt a resolution or ordinance authorizing and directing the respective administrations to proceed with the implementation of a consolidated system of emergency services dispatching;

WHEREAS, the Parties acknowledge their intent and desire to form an Agreement pursuant to the provisions of KRS 65.250, *et seq.*

NOW THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

I. REQUIREMENTS FOR INTERLOCAL AGREEMENT

This is an Interlocal Cooperative Agreement by and between the City of Paducah and McCracken County entered into under the authority of the Interlocal Cooperation Act, KRS 65.210 *et seq.* Pursuant to KRS § 65.250, the purpose of this Agreement is set forth in Section II, *Mission Statement*. Its duration is set forth in Section IX, *Duration*. Its method of Termination is set forth in Section IX(C), *Withdrawal/Termination*. Its manner of administration is set forth in Section V, *Administration*. Disposition of property acquired is set forth in Section VIII, *Property*. Manner of financing is set forth in Section IV, *Funding*.

II. MISSION STATEMENT

The City and County hereby state their collective intent to collaborate in the provision of public safety communication services to all police and fire agencies and emergency management departments within Paducah and McCracken County including, but not limited to, 911 emergency dispatching, radio communications, access to criminal history/warrants information and related records management, and similar information and services generally associated with public safety/emergency communications systems.

Through this Joint Venture, the City and County shall provide efficient, reliable and quality public safety communication services to the public safety agencies and citizens of

Paducah and McCracken County. The Parties to this Agreement further acknowledge a belief that the provision of these services, via a model of integrated service delivery, will result in the most efficient and effective utilization of resources to accomplish this purpose.

This Joint Venture shall operate under the name of Paducah-McCracken 911 Service (hereinafter "911").

III. ORGANIZATION

- A. **Board.** There shall be created the Paducah-McCracken 911 Board (hereinafter "Board").
- B. **Composition of Board.** The Board shall consist of five (5) citizen members who shall not be elected officials nor employees of the City or County. The Mayor of the City of Paducah shall appoint two (2) members, the Judge Executive of McCracken County shall appoint two (2) members, and the Mayor and Judge-Executive shall jointly appoint one (1) member.
- C. **Appointment of Board Members.** All appointees shall serve a two (2) year term of office or until the member is replaced, at the pleasure of the appointing authority, being subject to removal with cause, as described herein.
- D. **Removal of Board Members.** Each appointed Board member shall be removable for "cause" due to inefficiency, neglect of duty, malfeasance or conflict of interest. Any member of the Board may be removed by their appointing authority, for cause, after a hearing by the appointing authority, and after at least ten (10) days' notice in writing has been given to the member, specifying the charges against the member. The finding of the appointing authority shall be final. A member subjected to removal proceedings may be represented by counsel.
- E. **Board Compensation.** Each member of the Board shall receive compensation in the amount of \$200 per meeting attended for service on the Board and shall be reimbursed for all reasonable mileage and out-of-pocket expenses for Board business conducted outside of McCracken County. All such payments shall be charged to the 911 operating budget.
- F. **Ethics.** All members shall be bound by ethics policies enacted by the Parties in the performance of their duties as Board members.
- G. **Board Officers.** At the first meeting, the members shall elect a Chairperson and Vice-Chairperson by a majority vote, who shall serve during the first two (2) years. Subsequent appointments of Chairperson and Vice-Chairperson shall be made by a majority vote of the Board every two (2) years.
- H. **Management Control of 911.** The Paducah Police Department (hereinafter "PPD") shall serve as the "Management Control" of 911. In doing so, PPD shall be responsible for the management of 911, excepting those responsibilities specifically assigned herein to the

Board and the City's Finance Department. Responsibilities of PPD shall include, but not be limited to, the management of the National Crime Information Center ("LINK/NCIC") Database, the adoption of 911 policies and procedures relating to employment/personnel, implementing policies adopted by the Board that are in compliance with the Criminal Justice Information Services ("CJIS") Security Policies and/or Agreement, and the management of 911 employees, including but not limited to, hiring, firing, and discipline. The Chief of the Paducah Police Department or his/her designee shall serve as the "Criminal Justice Agency Director" ("CJA Director") of 911.

- I. Paducah-McCracken 911 Service User Committee.** A 911 Service User Committee (hereinafter "User Committee") shall be created which consists of Paducah's Chief of Police or his/her designee, Paducah Fire Chief or his/her designee, McCracken County Sheriff or his/her designee, the Paducah-McCracken Office of Emergency Management Director or his/her designee, one member from each of the five County Fire Protection Districts, and one member from any other customer that shall hereinafter be served by 911. The User Committee shall meet quarterly or more often, as necessary. The User Committee members shall meet to discuss strategic issues and matters of mutual interest and concern and shall report to the CJA Director, as defined herein, those recommendations which the User Committee deems of significant import. The CJA Director shall consider the recommendations but is not required to implement said recommendations. However, if the CJA Director declines to implement said recommendations, the matter shall be referred to the Board for decision consistent with the provisions of IV(B)(vii).
- J. Paducah-McCracken Joint 911 Parcel Fee Appeals Board.** There shall be created the Paducah-McCracken Joint 911 Parcel Fee Appeals Board (hereinafter "Appeals Board"), which shall determine all appeals filed by property owners concerning the classification of their property. The process for appealing shall be set forth in the Parcel Fee Ordinances adopted by City and County. The Board shall consist of five (5) citizen members who shall not be elected officials nor employees of the City or County. The Mayor of the City of Paducah shall appoint two (2) members, the Judge Executive of McCracken County shall appoint two (2) members, and the Mayor and Judge-Executive shall jointly appoint one (1) member. All appointees shall serve a two (2) year term of office or until the member is replaced, at the pleasure of the appointing authority, being subject to removal with cause, as described herein. Each appointed Appeals Board member shall be removable for "cause" due to inefficiency, neglect of duty, malfeasance or conflict of interest. Any member of the Appeals Board may be removed by their appointing authority, for cause, after a hearing by the appointing authority, and after at least ten (10) days' notice in writing has been given to the member, specifying the charges against the member. The finding of the appointing authority shall be final. A member subjected to removal proceedings may be represented by counsel. Each member of the Appeals Board shall receive compensation in the amount of \$200 per meeting attended for service on the Appeals Board and shall be reimbursed for all reasonable mileage and out-of-pocket expenses for Appeals Board business conducted outside of McCracken County. All such payments shall be charged to the 911 operating budget. All members shall be bound by ethics policies enacted by the Parties in the performance of their duties as Appeals Board members. At the first meeting, the members shall elect a Chairperson and Vice-Chairperson by a majority vote, who shall serve during

the first two (2) years. Subsequent appointments of Chairperson and Vice-Chairperson shall be made by a majority vote of the Appeals Board every two (2) years.

IV. BOARD POWERS, DUTIES, AND RESPONSIBILITIES

- A. Authority of Board.** The Board shall be responsible for adopting a recommended annual operating Budget for 911, which shall be presented to the City and County by the Board Chairman no later than April 1st of each year.
- B. Discharge of Duties.** The Board shall discharge all duties and responsibilities conferred upon it by this Agreement in a manner serving the interests of the political entities, public safety agencies and the general public. The Board shall possess the authority, in fulfilling its duties and obligations as stated herein, to perform the following functions:
- i. Meet no less than on a quarterly basis, at dates and times that is within the discretion of the Board; the Board shall have authority to call Special-Called Meetings as necessary; a quorum shall be three (3) or more members;
 - ii. Provide financial oversight, including adoption of an annual operating budget to meet the continuing expenditures of the organization;
 - iii. Retain the services of consultants and other experts for purposes of upgrading equipment to operate a fully-integrated 911 dispatching facility, to the extent permitted by the operating Budget;
 - iv. Ensure a User's Committee, as more accurately described herein, is in place and that its recommendations and/or concerns are considered by the CJA Director, as described in Paragraph III(I) herein;
 - v. Ensure that the revenues and expenditures of 911, administered by the City's Finance Department, are audited on an annual basis by a qualified Certified Public Accountant with the Report being presented to each Party to this Agreement within ten (10) days of receipt by the Board.
 - vi. Enter into User Agreements and set rates related thereto.
 - vii. Make any necessary changes to 911 Policies and Procedures, with guidance from the CJA Director, that do not violate LINK and/or CJIS policies, agreements, or laws. However, the Board shall not have authority to make any changes to 911 Policies and Procedures related to issues concerning employment and/or personnel but shall have the authority to make recommendations to the Paducah Board of Commissioners with respect thereto.
- C. Bi-Annual Report.** The Board shall require the Board Chairman to report on a bi-annual basis to the respective Parties to this Agreement regarding matters relating to the provision of service, future plans, and general Board operations.

V. FUNDING

- A. Funding.** This Joint Venture shall be funded utilizing the following sources of revenue: (1) fees on wireless services, to the extent allowed by ordinances and Kentucky law; (2) parcel fees imposed by McCracken County and City of Paducah ordinances on real property located in McCracken County, with the Parties' fees to be the same, and with revenues to be shared equally; (3) any grants received by 911, PPD, and/or the Parties for provision of 911 Services; (4) user fees imposed on agencies (other than the Parties) utilizing the services of 911; and/or (5) any other lawful source of revenue. All 911 expenses, obligations, capital costs, and liabilities shall be shared equally by the Parties. The Parties agree that any 911 expenses, obligations, capital costs, and liabilities not paid due to a shortfall of revenue sources shall be shared equally between the Parties. Any revenues, including interest, in excess of expenses shall be retained by the City's Finance Department to be applied to 911's next Fiscal Year expenses.
- B. Collection/Remittance/Financial Administration.** Collection of parcel fees shall be the responsibility of the County for all parcels located outside the City's jurisdiction and the responsibility of the City for all parcels located within the City's jurisdiction. Collection of user fees and CMRS/wireless service fees shall be the responsibility of the City. All fees, grants, and other sources of revenue collected by either Party or any third party for the provision of 911 services shall be remitted to the City Finance Department, which shall serve as the Financial Administrator for 911 and shall be responsible for ensuring 911 expenses, liabilities, and other obligations are paid. All funds collected for the operation of 911 shall be deposited in a separate account earmarked solely for expenses, obligations, capital costs, and liabilities related to 911. The Parties agree that all revenues received and/or collected for the provision of 911 services, as described herein, shall be used solely for expenses related to the provision of 911 services.
- C. Landline Fees.** The assessment of telephone landline fees shall cease. The City and County shall abolish all landline fees after parcel fees have been assessed and sufficient revenue has been collected.
- D. Budget.** The Board shall prepare and adopt an annual operating budget for each fiscal year, appropriating anticipated revenue adequate to fund projected expenditures, consistent with the mission of the Board to be submitted to the McCracken County Fiscal Court and the Paducah City Commission by no later than April 1st of each year for approval by each respective legislative body. If the City and County are unable to reach agreement as to the operating budget prior to the applicable fiscal year, the operating Budget shall remain as last approved by the Parties until such time the Parties can reach an agreement or until the Parties terminate this Agreement pursuant to the termination/withdrawal provisions set forth herein.
- E. Board Financial Duties.** The Board shall perform, or cause to be performed, all financial activities and transactions consistent with generally accepted accounting principles and state law, including but not limited to, budgeting, procurement, fund accounting, and auditing services.

- F. Rates and Fees.** The Board shall, on no less than a yearly basis, analyze all projected revenues and expenses and make recommendations to the City of Paducah and McCracken County by no later than March 1st of each year, any proposed amendments to existing Legislative Enactments relating to Funding of 911.

VI. ADMINISTRATION

- A. Employees.** All current City 911 employees shall remain employed by the City of Paducah at their current rate of pay and shall retain their current benefits. This Agreement does not affect the terms and conditions of their employment, nor should it be construed as a waiver of their at-will employment status. In no event shall this Agreement be interpreted or construed to create an employer-employee relationship between the County and personnel providing 911 Service.
- B. CERS Obligation.** The City, as employer of 911 employees, acknowledges and accepts responsibility for the participation of any such eligible employees in the Hazardous Duty Retirement Program.
- C. Payroll and Accounting.** Payroll, employee benefits, and all attendant accounting employee functions for 911 shall be performed by the City of Paducah. Any and all costs associated with payroll, accounting, and human resources concerning 911 shall be charged to the costs of operating 911 and included in the Budget.

VII. EXPENDITURES

- A. Expenditures.** In addition to all ordinary expenses necessary for the operation of 911, the Board and the Parties shall be responsible for ensuring the following are funded:
- i. CAD, Telephony, and Recorder upgrades; and
 - ii. Upgrades to the 911 system, including, but not limited to, radios, paging systems, and new technology.
- B. Party Expenditures.** Each party shall be individually responsible for upgrades to their handheld and vehicle radios which are necessary to comply with the upgraded 911 system.
- C. Debt.** The City and County shall be equally responsible for all debt incurred by either Party for the operation of 911. The Budget proposed by the Board and adopted by the Parties shall contemplate the repayment of debt. No Party shall incur debt for the operation of 911 without the other Party's written approval.

VIII. LOCATION OF DISPATCHING FACILITY

The Paducah-McCracken 911 Service Dispatching Facility is currently located at the Emergency Communications Building at 510 Clark Street, Paducah, Kentucky, 42003. Any

decision to relocate the 911 Service Dispatching Facility to a location other than 510 Clark Street shall be made jointly by both Parties.

IX. PROPERTY

- A. Party Assets.** As of the date of execution of this Agreement, all assets relating to 911 owned by the Parties to this Agreement are listed, incorporated, and attached hereto as Exhibit A. The Parties shall retain ownership of all such assets during the pendency of this Agreement.
- B. Additional Assets.** Each Party may acquire and otherwise own personal property and equipment necessary to provide the services as enumerated herein.
- C. Joint Assets.** The Parties intend to acquire joint assets with joint funds during the pendency of this Agreement. A list of those anticipated joint assets is attached hereto as Exhibit B. The Parties agree to update Exhibit B during the pendency of this Agreement as additional joint assets are acquired. In the event of termination of this Agreement, each Party shall have the right to acquire one or more assets from the other Party. In doing so, the Parties agree to negotiate in good faith as to the current fair market value of said asset(s), taking into consideration the purchase price of the asset(s) and/or fair market value at the time of acquisition and the depreciation of said asset(s). The purchasing Party shall only be required to pay a percentage equivalent to the selling Party's pro rata contribution toward the purchase price and/or cost of the asset. For instance, if the selling Party contributed 40% of the funds used to purchase the joint asset, the purchasing Party is only required to pay the selling Party 40% of the current fair market value of the joint asset. In addition, any selling Party shall have the authority to lease any joint asset from the purchasing Party if it so chooses. The Parties agree to negotiate in good faith as to a reasonable rental payment and, in doing so, agree to set the rental payment so that such value is reasonably related to the cost of operation. In the event the Parties cannot agree to a purchase price and/or lease payment price of any joint asset at the time of termination, either Party shall have the right and/or authority to file a declaratory judgment action in McCracken Circuit Court.
- D. Assets upon Termination.** Upon termination of this Agreement, each Party shall retain ownership in the assets listed on Exhibit A and any additional assets acquired by that Party during the pendency of this Agreement.

X. INSURANCE

The City and County shall each maintain insurance against legal liability for 911 services, naming each other as additional insureds with limits of liability no less than three million dollars (\$3,000,000) per person and three million dollars (\$3,000,000) per incident. All insurance costs shall be charged to the cost of operating 911 and included in the Budget thereof.

XI. SHARED LIABILITY

It is the intent of the Parties to share equally in the liabilities associated with the operation of 911. In the event either the City or County or the officers, agents, employees and/or volunteers of the City or County are held liable for acts or omissions relating to the provision of 911 services and such liability is not paid in whole or part by insurance, the Parties agree to share equally in those uncovered losses, expenses, costs, attorney's fees, and other damages of every kind and nature for all claims, demands, and causes of action, both in law and equity, including, without limitation, third party actions and actions for contribution and/or indemnification.

XII. DURATION OF AGREEMENT

- A. Duration / Term.** This Agreement shall become effective on the date the Agreement is fully executed. The Initial Term shall be for a period of five (5) years. Such term shall automatically renew at the end of the Initial Term and any subsequent terms thereafter for an additional five (5) years unless one party withdraws from and/or terminates the Agreement, as set forth herein.
- B. Amendment.** This Agreement may be amended by mutual consent of the Parties, in accordance with statutory provisions.
- C. Withdrawal/Termination.** Any Party may withdraw from and/or terminate this Agreement on June 30th of each year by providing no less than three (3) years advanced written notice to the other Party and to the Board of its intent. Notices shall be delivered to the Mayor of the City, the Judge/Executive of the County, and the Chairman of the Board.

XIII. SEVERABILITY AND SURVIVAL

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the Parties shall survive the completion of the services hereunder and the termination of this Agreement.

XIV. WAIVER

The failure at any time to enforce any provision of this Agreement or failure to exercise any right herein granted shall not constitute a waiver of such provision or such right thereafter to enforce any or all of the provisions of this Agreement.

XV. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the City and County in regard to the subject matter thereof; it supersedes all prior negotiations, representations, understandings, and agreements between them, written or oral, all of which are no longer effective.

In witness whereof, each party hereto has set its hand, through its duly authorized agent pursuant to affirmative action from each respective legislative body:

AUTHORIZED REPRESENTATIVE OF THE CITY OF PADUCAH, KENTUCKY:

BY: _____ TITLE: _____

PRINTED NAME: _____ DATE: _____

AUTHORIZED REPRESENTATIVE OF McCRACKEN COUNTY, KENTUCKY:

BY: _____ TITLE: _____

PRINTED NAME: _____ DATE: _____