

**MADISON COUNTY FISCAL COURT  
MADISON COUNTY, KY  
ORDINANCE 20-16**

**AN ORDINANCE FOR MADISON COUNTY FISCAL COURT, CITY OF  
GEORGETOWN/SCOTT COUNTY HEREIN REFERRED TO AS  
GEORGETOWN/SCOTT AND THE UNIVERSITY OF KENTUCKY TO  
ADOPT AN INTERLOCAL AGREEMENT FOR THE CREATION OF THE  
BLUEGRASS REGIONAL RADIO NETWORK (BRRN)**

**WHEREAS**, the Madison County Fiscal Court, City of Georgetown/Scott County herein referred to as Georgetown/Scott, and the University of Kentucky desire to build a regional emergency radio communications system to promote regionalism by providing secure, reliable and cost-effective emergency radio communications; and

**WHEREAS**, the Madison County Fiscal Court, Georgetown/Scott County, and the University of Kentucky wish to operate the emergency radio communications system as the Bluegrass Regional Radio Network (BRRN); and

**WHEREAS**, the Madison County Fiscal Court, Georgetown/Scott County, and the University of Kentucky desire to make the system available to other Public and Private entities in the Commonwealth of Kentucky to further local government communications interoperability for a fee; and

**WHEREAS**, the Madison County Fiscal Court, Georgetown/Scott County, and the University of Kentucky shall be the sole Principal Stakeholders that will oversee the operation of the BRRN; and

**NOW, THEREFORE, BE IT ORDAINED THAT THE FISCAL COURT DOES HEREBY APPROVE TO ENTER INTO THIS AGREEMENT AND AUTHORIZES THE JUDGE EXECUTIVE TO EXECUTE SAME ON BEHALF OF THE COUNTY.**

**THIS ORDINANCE SHALL BECOME EFFECTIVE ON THE DATE OF THE SECOND READING AND ADOPTION.**

DATE OF FIRST READING:

June 9, 2020

MOTION BY:

Roger Barger

SECONDED BY:

John Tudor

VOTE:	YES	NO
Magistrate Larry Combs	<u>X</u>	_____
Magistrate Roger Barger	<u>X</u>	_____
Magistrate John Tudor	<u>X</u>	_____
Magistrate Tom Botkin	<u>X</u>	_____
Judge Reagan Taylor	<u>X</u>	_____


DATE OF SECOND READING: June 23, 2020

MOTION BY: John Tudor

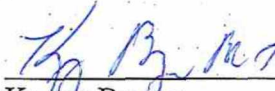
SECONDED BY: Roger Barger

VOTE:	YES	NO
Magistrate Larry Combs	_____	_____
Magistrate Roger Barger	<u>X</u>	_____
Magistrate John Tudor	<u>X</u>	_____
Magistrate Tom Botkin	<u>X</u>	_____
Judge Reagan Taylor	<u>X</u>	_____

**Signed:**

  
 Reagan Taylor  
 Madison County Judge Executive

**Attested:**

  
 Kenny Barger  
 Madison County Clerk

# BRRN

## *Bluegrass Regional Radio Network*

The Bluegrass Regional Radio Network (BRRN) answers Judge Executive Reagan Taylor's call to action; to begin to find ways to offset expenses for systems that have for many years been funded with CSEPP dollars. The BRRN is an Interlocal Agreement between the Madison County Fiscal Court, Scott County Fiscal Court, City of Georgetown, KY and the University of Kentucky which will be the Principal Stakeholders. CSEPP dollars will be used to interconnect the three systems which will create the Regional Radio Network. The following benefits will be realized:

1. **Geographical Protection:** Provides a highly available system in a widespread disaster. Primary and secondary controllers will be separated by over 23 road miles, all with redundant communication paths and mediums.
2. **911 Backups:** If a 911 Center connected to the BRRN has a radio failure and is unable to communicate to users in the field, all radio traffic to and from the affected 911 Center could be answered by another 911 Center on the BRRN. Potential 911 Center Consolidations.
3. **Potential 911 Center Consolidation:** There is a large movement to consolidate 911 Centers into regional centers handling 911 Calls and Dispatch for a region. The BRRN could provide the robust and extensive network needed to consolidate 911 Centers which would further reduce a jurisdictions 911 cost and would improve 911 services across the region.
4. **Reduction in Yearly Maintenance:** A reduction in yearly maintenance cost can be achieved by eliminating duplicated equipment or services and cost sharing in the region.
5. **Long-Term Cost Reduction:** Becoming a Principal Stakeholder in the BRRN could help provide a long-term cost reduction because Principal Stakeholders could earn potential dividends from BRRN Subscribers as the BRRN adds on other Public and Private entities.
6. **Seamless Communication:** Subscriber units that participate in the BRRN will be able to travel from the northern most part of Scott County all the way through the northern part of Rockcastle County along the I75 corridor and be able to communicate with their home dispatch center without having to change their radio settings.
7. **Interoperability:** The regional system will provide for multi jurisdiction, multi county, or even a multi-regional response to a natural disaster or other event where radio communication will be able to flow effortlessly between the many jurisdictions across the Bluegrass Region.

Creating the BRRN can be explained like purchasing an apartment complex. There is an upfront cost (capital) to make the purchase. Payments are made against that capital cost, as you rent out rooms of your apartment complex you begin to bring in revenue and at some point that capital purchase has been paid off and the money collected becomes pure revenue and the only cost is reoccurring maintenance of the building.

In the case of the BRRN CSEPP dollars will be used to front the capital cost to build the network, as the system grows, and other entities are brought in, revenue will start to be seen from the network. As a Principal Stakeholder the three entities are entitled to dividend payments The agreement calls for 40% of revenue to go to maintenance and savings and the remaining 60% will be split in the following manner Madison County will receive 27.5%, University of Kentucky 27.5% and Scott County/Georgetown will receive 5%.

## **INTERLOCAL AGREEMENT FOR THE CREATION OF THE BLUEGRASS REGIONAL RADIO NETWORK (BRRN)**

**WHEREAS**, the Madison County Fiscal Court, City of Georgetown/Scott County herein referred to as Georgetown/Scott and the University of Kentucky desire to build a regional emergency radio communications system to promote regionalism by providing secure, reliable and cost-effective emergency radio communications; and

**WHEREAS**, the Madison County Fiscal Court, Georgetown/Scott County and the University of Kentucky wish to operate the emergency radio communications system as the Bluegrass Regional Radio Network; and

**WHEREAS**, the Madison County Fiscal Court, Georgetown/Scott County and the University of Kentucky desire to make the system available to other Public and Private entities in the Commonwealth of Kentucky to further local government communications interoperability for a fee; and

**WHEREAS**, the Madison County Fiscal Court, Georgetown/Scott County and the University of Kentucky shall be the sole Principal Stakeholders that will oversee the operation of the BRRN.

**WHEREAS**, under the Interlocal Cooperation Act set forth in KRS 65.210 to 65.300 (the "Act"), any powers, privileges or authority capable of being exercised by a local government may be exercised jointly with one or more local government entities under a Cooperation Agreement allowing joint and cooperative action; and

**NOW THEREFORE**, in consideration of the premises and mutual covenants set forth herein, the parties hereto agree, each with the other, as follows:

## ARTICLE I – DEFINITIONS

**Affiliate Stakeholder User** is defined as any Public entity that is inside the geographical boundary of a Principal Stake Holder.

**BRRN Administrator** the Agency that has been appointed by the BRRN Committee to oversee the financial operation of the BRRN.

**BRRN Committee** is comprised of one (1) voting member from each Principal Stakeholder as defined in this agreement.

**BRRN CORE** is defined as infrastructure equipment that may provide the User Administration System of the P25 Trunking System.

**Fiscal Year** is defined the period beginning July 1<sup>st</sup> of the current year and ending June 30<sup>th</sup> of each year

**Georgetown/Scott County Geographical Boundary** is defined as land inside the incorporated boundary of the County of Scott, Commonwealth of Kentucky.

**ITG (Interoperable Talkgroup)** is a collection of interoperable talkgroups that are programmed on the BRRN for any user of the BRRN that are used for purposes of emergency service and non-emergency operations. All users shall notify the appropriate dispatch center for ITG communication.

**Madison County Geographical Boundary** is defined as land inside the incorporated boundary of the County of Madison, Commonwealth of Kentucky.

**MAT (Mutual Aid Talkgroup)** is a collection of mutual aid talkgroups that are programmed on the BRRN for agencies that have Mutual Aid Agreements for Emergency Service Agencies. All users shall notify the appropriate dispatch center for MAT communication.

**Microwave Outage** means an instance in which no traffic can pass into or out of the BRRN through which any User connects to the BRRN. A Microwave Outage will not include downtime due to Scheduled Maintenance, or any unavailability resulting from (a) problems with any Users applications, equipment or facilities; or (b) any acts of God and other such events outside of BRRN reasonable control.

**Network Equipment** is defined as infrastructure that provides connectivity to tower sites and other facilities for the purpose of BRRN communications.

**Principal Stakeholder** is defined as Madison County Fiscal Court, Georgetown/Scott County and the University of Kentucky which own and operates a BRRN CORE as defined in this agreement.

**Principal Stakeholder User** is defined as an entity that has fiscal responsibility of a Principal Stake Holder.

**Private Entity** is defined as any corporation, partnership, company, or nonprofit organization.

**Private Entity User** is defined as a subscriber unit of a Private Entity as defined in this agreement.

**Public Entity** is defined a state or local government, any department, agency, special purpose district, or other instrumentality of a federal, state or local Government.

**Public Entity User** is defined as a subscriber unit of a Public Entity as defined in this agreement.

**Subscriber Unit** – Any device with an assigned LID Number that is using the BRRN to communicate.

**Surplus Funds** – Funds remaining in the BRRN Operations Fund after all expenses have been paid for the Fiscal Year.

**University of Kentucky Geographical Boundary** is defined as the University of Kentucky Lexington Campus.

## ARTICLE II – MAINTENANCE NOTIFICATIONS

**Scheduled Maintenance** - BRRN Stakeholders shall make reasonable efforts to announce scheduled maintenance activities that may result in likely, imminent, or certain interruptions of service. BRRN Stakeholders may not make announcements for maintenance activities it deems are unlikely to result in loss of service at any time.

**Emergency Maintenance** - Should the BRRN Stakeholder encounter circumstances that could be a threat to its equipment or the integrity of services of Members, the BRRN Stakeholder may at any time perform emergency maintenance on its infrastructure that may affect the services of Members. BRRN Stakeholder will make an announcement of Emergency Maintenance as needed at the time of or immediately after the

time the maintenance is required to be performed. BRRN Stakeholder shall make reasonable efforts to contact Members if an emergency occurs.

**Threat of Harm** - BRRN reserves the right, at its sole discretion and without prior notice, to restrict or disable service or to remove from service any of the Users' equipment that it determines may pose a threat to life or property or to the integrity of any of BRRN's infrastructure, equipment, or services, including but not limited to any equipment which has been compromised by an attacker, virus, or is being used to violate local, state or federal laws.

### **ARTICLE III – SUBSCRIBER FEES**

The BRRN shall charge Subscriber Fees to the following users; Any subscriber unit that is used by a Public Entity or Private Entity that is not considered an Affiliate Stakeholder. Public and Private Entities that are not considered Affiliate Principal Stakeholders agree to pay the BRRN Subscriber Fee as set forth by the BRRN Committee.

### **ARTICLE IV – BRRN OPERATIONS FUND**

A BRRN Operations Fund shall be created and managed by the BRRN Administrator. The BRRN Operations Fund shall be used for operational and general expenses of the BRRN.

Funds from the BRRN Operations Fund shall not be applied to the cost of maintenance or operation of any field/subscriber equipment, communication center equipment, any associated network connections other than the primary BRRN Network Infrastructure as defined in this document, any devices in the custody of a Principal Stakeholder or User Entity or any cost that are the Principal Stakeholders or User Entities responsibility as set forth in this document.

For the first three (3) years from the execution of this agreement all surplus funds as defined in this agreement shall be deposited to the BRRN Maintenance Fund. After the first three years (3), 40% of the surplus funds as defined in this agreement shall be deposited to the BRRN Maintenance Fund the remaining 60% may be paid in dividends to Principal Stakeholders in accordance with ARTICLE VI of this agreement.

#### **ARTICLE V – BRRN MAINTENANCE FUND**

A BRRN Maintenance Fund shall be created and managed by the BRRN Administrator. The BRRN Maintenance Fund shall be used as a long-term savings account for replacement, emergency repair and upgrades to BRRN equipment as directed by the BRRN Committee.

#### **ARTICLE VI – DIVIDENDS**

The remaining 60% surplus funds shall be paid to Principal Stakeholders as follows; Madison County Fiscal Court 27.5%, University of Kentucky 27.5% and Scott County/Georgetown 5%.

#### **ARTICLE VII – OWNERSHIP OF BRRN INFRASTRUCTURE**

BRRN CORE and BRRN Microwave Infrastructure shall remain under the ownership of the Principal Stakeholder that provided the equipment for the creation or expansion of the BRRN. All cost associated with the maintenance and upkeep of the equipment shall remain the responsibility of the Principal Stakeholder that provided the equipment. If a Principal Stakeholder decides to separate from the BRRN the Principal Stakeholder separating is responsible for reimbursing the BRRN for all cost associated with removing the separating Stakeholder's equipment from the BRRN.

## **ARTICLE VIII – BRRN COMMITTEE**

The Bluegrass Regional Radio Network hereby formally establishes the BRRN Committee that shall meet on at least a quarterly basis to address use and maintenance issues associated with the BRRN. The committee shall have one representative from each Principal Stakeholder as a voting member. The Committee shall oversee the operation of the system, additions, modifications or changes to the BRRN. The BRRN Administrator shall present current financial statements at each BRRN Committee meeting.

## **ARTICLE IX – SYSTEM MANAGEMENT AND MAINTENANCE**

Principal Stakeholders are responsible for management and maintenance of their individually owned BRRN equipment. Principal Stakeholders shall maintain a support agreement for software upgrades with a minimum of a four (4) hour response for critical incidents.

## **ARTICLE X – BILLING**

The BRRN shall invoice a subscriber fee to required entities on a semi-annual basis. The entity shall pay the Invoice to the BRRN no later than ninety (90) days from the receipt of the invoice. Failure to do so is a default hereunder and may result in the loss of services to the entity and or immediate termination of this Agreement. The revenues shall be deposited into the BRRN Operations Fund.

## **ARTICLE XI – ENTIRE AGREEMENT**

This agreement replaces and supersedes any prior agreement between the BRRN Principal Stakeholders related to the BRRN. All prior Agreements shall be deemed rescinded, null and void.

## **ARTICLE XII – RELEASE**

The Principal Stakeholders and User Entities are solely responsible for its employees and agents use of the BRRN and the Principal Stakeholders have no responsibility or control over other Principal Stakeholders or User Entities. Each party is responsible for their own employees and agents and none of

the parties shall be liable for any negligence or wrongful act, omission or commission, chargeable to the other parties. The Principal Stakeholders and User Entities agree to release and not hold liable the BRRN Principal Stakeholder for any liabilities, negligence or expenses arising from or related to Agreement.

This release shall survive the termination of this Agreement.

### **ARTICLE XIII – COMMITMENT AND TERMINATION**

Each Entity is required to sign a one-year commitment that will run for one (1) Fiscal Year. All cost associated with the agreement for the entire Fiscal Year shall be paid as part any termination. The BRRN Committee can wave any termination cost at its discretion.

Termination of this agreement by either party must be provided in writing at least one hundred twenty (120) days prior to the end of the Fiscal Year as defined in this document. In the event of termination by any party, BRRN will provide the User Entity with a final invoice for removing equipment accessing the BRRN. The BRRN will not aid in reconfiguring or converting to new systems.

### **ARTICLE XIV – STANDARD OPERATING PROCEDURES**

The BRRN Committee shall be required by this agreement to create Standard Operating Procedures that will regulate the daily use of the BRRN, Maintenance Fund contributions amounts, daily and operational expenses requirements, required reporting to Principal Stakeholders and shall set forth the standards of all equipment and maintenance contracts.