

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
ORDINANCE 20-18**

**AN ORDINANCE FOR MADISON COUNTY FISCAL COURT, SCOTT COUNTY
FISCAL COURT, CITY OF GEORGETOWN AND THE UNIVERSITY OF
KENTUCKY TO ADOPT AN INTERLOCAL AGREEMENT FOR THE CREATION OF
THE BLUEGRASS REGIONAL RADIO NETWORK (BRRN)
AND REPEAL ORDINANCE 20-16**

WHEREAS, the Madison County Fiscal Court, Scott County Fiscal Court, City of Georgetown 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, Scott County Fiscal Court, City of Georgetown 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, Scott County Fiscal Court, City of Georgetown 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, University of Kentucky, City of Georgetown, and Scott County Fiscal Court shall be the sole Principal Stakeholders that will oversee the operation of the BRRN and shall be entitled to Dividends as outlined in this Agreement, specifically in Article VI; and

WHEREAS, the Madison County Fiscal Court, University of Kentucky, City of Georgetown, and Scott County Fiscal Court understand that dividend percentages were determined based on the initial capital investment and the risk associated by each entity to create the BRRN; and

WHEREAS, the Madison County Fiscal Court, University of Kentucky, City of Georgetown, and Scott County Fiscal Court understand the capital investments by Madison County Fiscal Court will be providing approximately five (5) million dollars in communication infrastructure including network

engineering, network communications equipment, and labor to interconnect the radio systems with redundant (dual) communication paths by fiber optics or microwave radio communications where applicable and feasible. The Madison County Fiscal Court shall receive a twenty-six (26) percent dividend for their associated capital investment and associated risk with the creation of the BRRN and;

WHEREAS, the Madison County Fiscal Court, University of Kentucky, City of Georgetown, and Scott County Fiscal Court understand the capital investments and risk by the University of Kentucky will be providing five (5) million dollars in secure, harden facilities to house the primary CORE infrastructure of the BRRN and to provide access to University of Kentucky owned fiber optic communications cable across the University of Kentucky Campus, associated buildings and facilities to aid in the connection of the BRRN for the life of the BRRN. The University of Kentucky will also reduce their CORE count to one (1) as an associated risk because in the event of a separation of BRRN partners the University of Kentucky will have to purchase a CORE to dissolve the BRRN. The University of Kentucky shall receive a twenty-six (26) percent dividend for their associated capital investment and associated risk with the creation of the BRRN and;

WHEREAS, the Madison County Fiscal Court, Scott County Fiscal Court, City of Georgetown and the University of Kentucky understand the City of Georgetown and Scott County have opted to not reduce their CORE count to one (1) and are not providing an initial monetary capital investment to the BRRN. The City of Georgetown and Scott County shall receive a combined eight (8) percent dividend for their associated risk with joining the BRRN. The combined eight (8) percent dividend is to be paid to the City of Georgetown. The dividend shares shall be split between the City of Georgetown and Scott County as determined by a City of Georgetown and Scott County Interlocal Agreement for Radio Communication and 911 services and;

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 1st of the current year and ending June 30th 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.

Until the conclusion of the CSEPP Program all surplus funds as defined in this agreement shall be deposited to the BRRN Maintenance Fund. Under Federal Law 2CFR.200 no dividends shall be paid until the completion of the CSEPP Program. Upon close out of the CSEPP Program, 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 26%, University of Kentucky 26% and the City of Georgetown and Scott County will receive a combined 8%.

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

The terms of this agreement shall renew annually unless or until termination by any of the parties. To terminate this agreement by any party a termination letter must be provided in writing to the BRRN Committee at least one hundred twenty (120) days prior to the desired termination date. 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.

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: July 28, 2020

MOTION BY: Tom Botkin

SECONDED BY: Roger Barger

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: August 11, 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