

**AMENDMENT TO THE CENTRAL KENTUCKY 9-1-1 NETWORK AGREEMENT**

THIS AMENDMENT TO THE CENTRAL KENTUCKY 9-1-1 NETWORK AGREEMENT, made and entered into on the 30<sup>TH</sup> day of June 2018, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A ("LFUCG"), 200 East Main Street, Lexington, Kentucky 40507, and **THE COUNTY OF Carr, Spencer, KENTUCKY**, ("Participants").

**WITNESSETH**

**WHEREAS**, the parties previously entered into an Agreement, concerning a cost sharing agreement to maintain a Central Kentucky 9-1-1 Network (the "CKY Network"), aka CKy911net, which will mutually serves and benefits LFUCG and the Participants; and

**WHEREAS**, the parties wish to enter into an amended agreement.

Now, therefore, for and in consideration of the mutual promises and covenants herein expressed, paragraphs 7 and 17 of the Agreement between the parties entered into on or about August, 1, 2014 (the "Agreement"), is hereby amended as provided herein (changes underlined).

7. Each Participant will be billed for its shared costs on a quarterly basis by LFUCG. Payment must be submitted to the specified LFUCG Division of E911 account within thirty (30) days of receipt of the invoice or shall be subject to any applicable statutory interest or penalty. LFUCG may increase costs annually based on its costs and to pass on increased expenses from

vendors that provide hardware, software, services or support for the network.  
Each participant agrees to a 2 % annual adjustment for its shared costs, as  
needed. LFUCG shall notify participants of the annual adjusted percentage  
by February 1 of each year. Each participant will have thirty (30) days from  
receipt of the notice to accept or decline the annual adjusted percentage.  
Any participant who declines the annual adjusted percentage will have by  
virtue of the declination notified LFUCG of its intention to remove itself from  
the terms of this Agreement and its future participation as a party of the CKY  
Network.

17. All notices allowed or required to be given under this Agreement must be in  
writing and delivered by United States Mail or hand-delivered to the parties at  
the following:

FOR LFUCG:

Lexington-Fayette Urban County  
Government  
Division of Enhanced 911  
115 Cisco Road  
Lexington, KY 40504  
ATTN: Robert Stack, Director

FOR THE COUNTY OF Carlisle

Carlisle County 911  
P.O. Box 325  
Burdwell Ky 42023  
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All other provisions of the original agreement and prior amendment shall remain in full force and effect. The parties and their signatories hereto warrant that each has the power and authority to execute this Agreement. The parties hereto have voluntarily executed this Agreement based upon their independent investigation. The provisions of this Agreement shall be applied and interpreted in a manner consistent with each other so as to carry out the purposes and intent of the parties, but if for any reason any

provision is unenforceable or invalid, such provision shall be deemed severed from this Agreement, and the remaining provisions shall be carried out with the same force and effects as if the severed portion had not been a part of this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Amendment to Agreement, the day and year first above written.

LEXINGTON-FAYETTE URBAN  
COUNTY GOVERNMENT

BY:   
JIM GRAY, MAYOR

ATTEST:  
  
Martha Allen  
Clerk of the Urban County Council

COUNTY OF Carroll KENTUCKY

BY: 

TITLE: Judge Executive

DATE: 8-7-18

MAYOR JIM GRAY



ROBERT STACK  
DIRECTOR  
ENHANCED 911

May 29, 2018

TO: Carlisle County 911  
Attention: Director Josh Glover  
P.O. Box 325  
Bardwell, KY 42023

RE: Amendment to Agreement

To whom it may concern,

The Central Kentucky 911 Network (CKy911net) owned by the Lexington-Fayette Urban County Government (LFUCG) and managed by its Division of Enhanced 911, seeks to operate the network in an efficient and cost-effective manner for the benefit of both this city and member agencies. In the past six months there are two cost increases of which I have been made aware: 1. Kraus Associates, d/b/a A. K. Associates, Inc., has informed me that beginning in FY19 it will increase its invoice for services by 1% on an annual basis for all agencies; and 2. The FCC recently switched number portability providers from Nuestar to Iconectiv, which resulted in the new provider increasing charges 200%, which it based on the total annual inquiries typically made for all agencies in the network.

The agreement between our governments does not contain a clause that permits Lexington to pass along increases in the cost of operating the network to participating agencies. The attached amendment to the agreement addresses this issue so that the network doesn't operate at a deficit, which is something that LFUCG will not permit to occur. I am requesting that you present the attached amendment to the agreement to your governing body, which authorizes annual increases to cover the expenses of the network attributable to each member agency.

In the next few years agreements will come due for renewal with vendors from which this network buys services (e.g., Windstream, 911 Datamaster, etc.) and we will continue to negotiate and acquire the most cost-effective and reliable services as possible. Lexington has worked diligently to operate CKy911net as an efficient and reliable Host-Remote solution for all participating agencies. Towards this end, Lexington has previously received grants to refresh

the Selective Routers and ALI/DBMS servers, which were expenses the network would have incurred. Lexington is preparing a grant application to refresh the Host Controllers in FY19 and Lexington will cover the 10% match.

Please contact me by email on or before June 25, 2018 advising if you do/do not intend to present this matter before your governing body for consideration. If you do, please return two (2) originals of the signed agreement to the address listed below and one original will be returned to whomever you designate once the Mayor of Lexington has applied his signature.

Sincerely,

*Robert Stack*

Robert Stack, Director  
Division of Enhanced 911

