

AGREEMENT FOR THE CENTRAL KENTUCKY 9-1-1 NETWORK

THIS AGREEMENT, made and entered as indicated below and with an effective date of November 1, 2013 by and between the Lexington-Fayette Urban County Government ("LFUCG") and the County of _____, Kentucky (collectively referred to hereinafter as the "Participants") concerning a cost sharing agreement to maintain a *Central Kentucky 9-1-1 Network* (the "CKY Network"), *aka CKy911net*, which will mutually serve and benefit the LFUCG and the Participants.

WITNESSETH:

WHEREAS, the LFUCG has the ability to receive, route and properly distribute all Enhanced 911 Emergency Service ("E-911") calls which originate within each Participants' respective jurisdictions through its Dispatch Centers; and

WHEREAS, the use of an IP network to transport E-911 calls will contribute to the necessary migration of the Participants to a Next Generation E-911 system and provide redundancy and superior service to the existing enhanced E-911 services of each Participant; and

WHEREAS, it is impractical and cost prohibitive for the parties hereto to establish and maintain separate E-911 networks and systems; and

WHEREAS, LFUCG and a number of Participants have previously entered into an agreement regarding cost-sharing for the CKY Network which is to be replaced with this Agreement;

WHEREAS, the LFUCG and the Participants have determined that it is mutually advantageous and beneficial to combine resources and enter this agreement pertaining to the installation, administration, maintenance and service of the CKY Network.

WHEREAS, the parties agree that additional qualifying jurisdictions should be allowed to become Participants upon agreeing to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, releases, assignments, and payments recited herein, the parties hereto have agreed and do hereby agree as follows:

1. The above Recitals are considered substantive terms and conditions of this Agreement, not mere recitals in the interpretation of this Agreement, and are incorporated into the body of this Agreement as if set forth at length herein. This agreement supersedes and replaces any previous agreement between or among LFUCG and any other Participant pertaining to cost sharing for the CKY Network.

2. The parties agree to the continued enhancement of the CKY Network, which will be generally maintained and administrated by the LFUCG.

3. Each Participant shall ultimately be responsible for the information contained in its respective database records, which will be maintained as a master file on the CKY Network. The Participants agree not to access other parties' information without prior authorization.

4. The LFUCG shall be responsible for maintaining and updating the CKY Network and its hardware and software through the payments further provided herein, and agrees to apply for and monitor any grants or funding available for the CKY Network and procure any resources necessary for operating the network.

5. The parties agree that all of the costs related to the CKY Network are to be proportionally shared by each party based upon the number of Computer Premise Equipment (CPE) seats provided from the host server operated by LFUCG. A further outline of the costs is provided in Appendix A, which is attached hereon and incorporated by reference. Any new jurisdiction (Participant) obtaining the same services and products and later added to the CKY Network will be subject to the same terms.

6. 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.

7. The parties agree that additional jurisdictions (Participants) may be added to the CKY Network subject to the approval of LFUCG's E-911 Board. Any additional jurisdiction (Participant) must execute this agreement and will be bound by its terms as a Participant.

8. 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 or legal defenses otherwise enjoyed by any of the parties. To the extent allowable by law (and without waiving sovereign immunity or any other third party defense that may be available) each party agrees to hold harmless and indemnify the other parties for any liability claims or damages arising solely by reason of the negligent or other wrongful act of any of its officers, agents or employees.

9. This Agreement shall be for an initial term of five (5) years, and shall renew automatically in one (1) year terms thereafter unless previously terminated.

10. Any Participant to this Agreement may opt to remove itself from the terms of this Agreement and its future participation as a party by providing the other parties and the Chairperson of LFUCG's E-911 Board with at least one hundred twenty (120) days advanced written notice, however, it shall be responsible for the costs it has incurred through participation in the CKY Network through the date of its withdrawal. In the event of the removal/termination of one or more Participants, the Agreement shall survive and continue in effect as to the remaining parties. LFUCG may terminate this agreement by providing each Participant with at least one hundred twenty (120) days advanced written notice.

11. Any Participant that fails to pay its costs for a period of time exceeding ninety (90) days may be removed from the CKY Network by LFUCG, and shall only be allowed to rejoin the CKY Network by paying all outstanding costs for its previous participation, including any reasonable collection costs or attorney's fees incurred by LFUCG related to the non-payment.

12. This Agreement shall be governed by the laws of the Commonwealth of Kentucky. Venue for any dispute arising under or relating to this Agreement shall be in the state or federal courts

located in Fayette County, Kentucky, and both parties agree to submit to the personal jurisdiction of those courts.

13. This Agreement is non-transferrable and may not be assigned.

14. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original.

15. 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, ALL PARTIES HAVE EXECUTED THIS Agreement on the dates cited below:

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: _____
Jim Gray, Mayor

DATE: _____

ATTEST:

Clerk of Urban County Council

_____ COUNTY

BY: _____

TITLE: _____

DATE: _____

APPENDIX A

The per seat cost includes the shared expenses to maintain and sustain the CKY 911 Network, which shall include the following expenses:

- 1) Database software maintenance.
- 2) Database Administration, including personnel and supporting equipment and verification services.
- 3) Network Administration, including personnel and supporting equipment.
- 4) Selective Router equipment and related software, hardware and peripheral equipment.
- 5) Computer Premise Equipment (CPE) provided as a remote from the LFUCG host, including related software, hardware, and peripheral equipment including associated monitoring, maintenance, upgrades and service.
- 6) Shared KPEN connections to LFUCG selective routers.
- 7) Administrative PRI line pool.
- 8) Equipment replacement pool.

Expenses per participate will be based on a “per seat” rate as pre-determined and set for the full term of the Agreement. New seats added by a participant will incur the “per seat” cost for both the initial install and ongoing recurring cost outlined within Appendix B.