

CENTRAL KENTUCKY 9-1-1 NETWORK AGREEMENT

THIS AGREEMENT, is made this 23rd day of May, 2019 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 **CLAY COUNTY 911**, as a Participant, as further defined herein, concerning a cost sharing agreement to maintain a Central Kentucky 9-1-1 Network (the "CKY Network" or "CKy911net"), which will mutually serve and benefit LFUCG and the Participants.

WITNESSETH:

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

WHEREAS, LFUCG has the ability to receive, route and properly distribute all Enhanced 911 Emergency Service ("E-911") calls which originate through the Dispatch Center within the jurisdiction of each Participant; 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, 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; and

WHEREAS, 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 upon appropriate approval additional qualifying jurisdictions will also 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 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. This agreement is intended to apply to all local governments that participate in the CKY Network. The term Participant or Participants, as used herein, means a local government, other than the LFUCG, which participates in the network and binds itself to the terms of this agreement. Any new jurisdiction (Participant)

obtaining the same services and products and later added to the CKY Network will be subject to the same terms.

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

4. 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.

5. 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. However, LFUCG is not responsible for the cost of damage to, or loss of, equipment and/or software. Participants are responsible for the cost of repair and replacement of equipment when loss or damage is the result of vandalism, riot, misuse, theft, maintenance performed by unauthorized technicians (i.e., tampering, software modifications, virus, improper repair), accident, and perils that include, but are not limited to flood, lightening, fire, smoke, power surge, brown out, and other perils that are beyond the control of the LFUCG.

6. 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.

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. 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.

8. 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

9. 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.

10. 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. The five (5) year term commences in the first full month after the Participant submits signed acceptance of installed network hardware and software.

11. 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.

12. 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.

13. 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.

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

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

16. 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.

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 CLAY:

Clay County 911
200 White Street
Manchester, KY 40962
ATTN: Ryan Smith

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

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: *Linda Gorton*
LINDA GORTON, MAYOR

ATTEST:

[Signature]
Clerk of the Urban County Council

COUNTY OF CLAY, KENTUCKY

BY: *Ryan Smith*

TITLE: *911 Director*

DATE: *5-10-19*

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 participant will be based on a "per seat" rate as pre-determined and set forth as a 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. Initial and recurring per seat cost are outlined within Appendix B with itemized optional equipment price list.

APPENDIX B

Implementation cost (\$35,000 per remote seat) is due to LFUCG in three (3) payments as outlined:

| | |
|--|-----|
| Within 30 days of Agreement Execution AND the ordering of remote equipment | 50% |
| Completion of remote installation and scheduling of on site CPE Training | 40% |
| Final acceptance of remote equipment and software | 10% |

| Start-up Costs | Recurring | Non-Recurring |
|---|-----------|---------------|
| PSAP Remote to Host CPE Initial Purchase (Per Position) | | \$35,000.00 |

Recurring charges will be calculated monthly and invoiced every calendar quarter based on the number of remote seats allocated to the host at the rate outlined below.

Charges reflect a 2% increase effective 7/1/2019, which are subject to change annually.

| PSAP Monthly Costs | Recurring | Non-Recurring |
|-------------------------|------------|---------------|
| 2 seats @ \$484.50/seat | \$988.38 | |
| 3 seats @ \$408/seat | \$1,248.48 | |
| 4 seats @ \$357/seat | \$1,546.56 | |
| 5 seats @ \$331.50/seat | \$1,690.65 | |
| 6 seats @ \$331.50/seat | \$2,028.78 | |