

**MEMORANDUM OF UNDERSTANDING
REGARDING E-911 PARTNERSHIP FORMATION**

This Memorandum of Understanding (MOU) is entered into as of this ^{9th} day of August, 2021 by and between the **CITY OF PADUCAH, KENTUCKY** ("City") and the **COUNTY OF MCCRACKEN, KENTUCKY** ("County").

WHEREAS, the City and County acknowledge that it is necessary to upgrade the Paducah 911 Communications Services System, which serves both the City and County; and

WHEREAS, parties desire to enter into this Memorandum of Understanding to establish a Paducah / McCracken County Community 911 Communications Services System and to set forth the City's and County's commitments with regard to the system and such upgrades; and

NOW THEREFORE, the City and County agree to the following:

1. Commitment. The City and County each commit in good faith to form a Joint Paducah / McCracken County Community Services System and upgrade the 911 Communication Services System, as soon as such upgrades are feasible, subject to final design plans. The parties agree to explore options for cost sharing, cost optimization, and, state and regional collaboration.

2. Joint Committee. The City and County agree to establish a 911 Communication Services Oversight Committee, which shall guide the parties in making recommendations regarding the upgrades, pursuing funding options, and governance. The committee shall make formal reports to the City and the County at least every sixty (60) days, with the City and County making all final decisions regarding the upgrades. Said committee shall consist of five (5) members and be jointly appointed by the City and County, with the City appointing 2 committee members, one of which shall be a member of the city commission, the County appointing 2 committee members, one of which shall be a member of the McCracken County Fiscal Court, and 1 member being jointly appointed.

3. Cost Sharing. ~~The City and County~~ agree that costs for upgrading the system shall be shared between the parties as follows:

A. All upfront capital expenditures which may be required to install equipment related to the core operation of the system shall be either (i) shared equally between the City and County, with each party paying fifty percent (50%) of such costs, or (ii) through an increase in the county contribution to offset debt service as the parties move toward partnership.

B. Costs of peripheral equipment shall be divided between the City and County on a pro rata basis, based upon the equipment needs of each entity (Example: number of radios required by each entity, etc.)

C. Upon completion of the partnership and upgrades, operational costs of the 911 Communication Services System shall be divided between the City and County on a pro rata basis, based upon use of services. For example, costs would be prorated based upon (1) the number of calls and dispatches within the City limits, and (2) the number of calls and dispatches outside the City limits, to be documented by a monthly call log.

4. Financing. The City and County will work together to identify an appropriate method of financing, which may include all or a portion of the following funding methods:

A. For capital expenditures:

- i. State or federal grants and any other form of contribution
- ii. Bonding of costs related to up-front capital investment

B. For operational costs:

- i. Payment of costs from City and County general funds
- ii. Alternatives to existing landline user fees

5. Good Faith Efforts/Time of Completion. Each party agrees to put forth a good faith effort to identify and procure an appropriate financing method for the upgrades as contemplated, and to have the financing method determined and agreed to by or before February 1, 2022.

6. Miscellaneous Provisions. The following miscellaneous provisions shall apply:

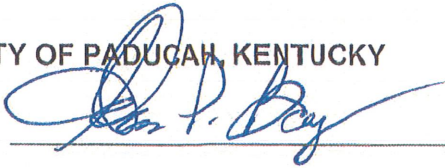
A. Notices. All notices provided for herein will be in writing and addressed to the parties.

B. Counterparts. This MOU may be executed simultaneously or in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement. IN WITNESS WHEREOF, the parties have signed this agreement as of the day and date first above written.

C. The parties commit in good faith and with diligence to negotiate and execute a definitive Interlocal Cooperation Agreement (the "Interlocal Agreement"). The Interlocal Agreement will establish more specifically the terms and conditions under which the 911 Communication Services System will be designed, constructed, funded, equipped, operated, and maintained and will replace this MOU in its entirety.

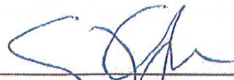
DATED this 9 day of August, 2021.

CITY OF PADUCAH, KENTUCKY

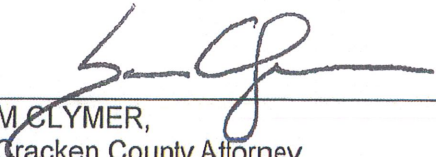
By: 

Title: MAYOR

COUNTY OF McCracken, KENTUCKY

By: 

Title: Judge Executive


SAM CLYMER,
McCracken County Attorney