

ORDINANCE NO. 320.1

**AN ORDINANCE OF THE CITY OF FRANKLIN, KENTUCKY,
COUNTY OF SIMPSON, KENTUCKY AND THE
SIMPSON COUNTY BOARD OF EDUCATION
APPROVING THE INTERLOCAL COOPERATION AGREEMENT
FOR REIMBURSEMENT OF CERTAIN COSTS INCLUDING, BUT NOT LIMITED TO
THE COSTS OF A SCHOOL RESOURCE OFFICER,
AND FOR THE SIMPSON COUNTY BOARD OF EDUCATION
TO PROVIDE VIDEOGRAPHER TO RECORD CERTAIN GOVERNMENTAL
FUNCTIONS FOR A PERIOD OF TEN (10) YEARS**

WHEREAS, the City of Franklin, Kentucky (“City”), County of Simpson, Kentucky (“County”) and the Simpson County Board of Education (“School Board”) have reached an agreement as to the provisions as set forth in an interlocal cooperation agreement entitled “Interlocal Cooperation Agreement for Reimbursement of Certain Costs, Including But Not Limited to the Costs of a School Resource Officer and for the Simpson County Board of Education to Provide Videographer to Record Certain Governmental Functions for a Period of Ten (10) Years,” a copy of which is attached hereto and incorporated herein by reference; and,

WHEREAS, the City, County and School Board require the passage of an ordinance approving said interlocal cooperation agreement and authorizing the County Judge Executive for the County of Simpson to execute said interlocal cooperation agreement; and,

WHEREAS, it is in the best interest of the citizens of the Simpson County, Kentucky that the Fiscal Court adopt this ordinance;

NOW, THEREFORE, be it ordained by the County of Simpson, Kentucky, acting by and through its Fiscal Court, as follows:

1. The Fiscal Court of the County of Simpson, Kentucky hereby approves the terms and conditions of the Interlocal Cooperation Agreement for Reimbursement of Certain Costs, Including But Not Limited to the Costs of a School Resource Officer and for the Simpson County Board of Education to Provide Videographer to Record Certain Governmental Functions for a Period of Ten (10) Years between the City, County and School Board which is attached hereto and incorporated herein by reference.

2. The County Judge Executive of the County of Simpson, Jim Henderson, is hereby authorized to execute any and all documents necessary and appropriate to effectuate the intent of this ordinance and the interlocal cooperation agreement including, but not limited to the interlocal cooperation agreement referenced hereinabove.

If any section, subsection, sentence, clause, or phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate distinct, and independent provision and such holding shall not affect the validity of the remaining portions.

All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

February 7, 2012 FIRST READING

_____ SECOND READING

At a meeting of the Fiscal Court of the County of Simpson, Kentucky, held on _____, 2012, motion made by _____ and seconded by _____, the foregoing ordinance was adopted, after full discussion, by the following vote:

KELLY BANTON

MARTY CHANDLER

LARRY RANDOLPH

BLAKE TARPLEY

JIM HENDERSON, COUNTY JUDGE EXECUTIVE

APPROVED BY:

Jim Henderson, County Judge Executive

ATTEST:

Pam Rohrs, Clerk
Simpson County Fiscal Court

**INTERLOCAL COOPERATION AGREEMENT
FOR REIMBURSEMENT OF THE COST OF
SCHOOL RESOURCE OFFICER AND PROVIDING FOR
THE FRANKLIN-SIMPSON BOARD OF EDUCATION
TO PROVIDE VIDEOGRAPHER TO RECORD
CERTAIN GOVERNMENTAL FUNCTIONS FOR
A PERIOD OF TEN (10) YEARS**

THIS INTERLOCAL COOPERATION AGREEMENT (The “Agreement”) is made and entered into and deemed effective as of the ___ day of _____, 2011, by and between the County of Simpson, Kentucky (hereinafter referred to as “County”), P. O. Box 242, Franklin, Kentucky 42135; the City of Franklin, Kentucky (hereinafter referred to as “City”), P. O. Box 2805, Franklin, Kentucky 42135; and the Simpson County Board of Education (hereinafter referred to as “School Board” or “School”), 430 South College Street, Franklin, Kentucky 42134 (each referred to herein individually as “Party”, or collectively as “Parties”), each a “public agency as defined by KRS 65.230.

WHEREAS, under the Interlocal Cooperation Act (the “Act”), Sections 65.210 to 65.300, inclusive, of the Kentucky Revised Statutes (“KRS”), as amended, any power or powers, privileges or authority exercised or capable of exercise by a public agency (including a city, a county, or any other political subdivision of the Commonwealth) may be exercised jointly with another public agency under an agreement (an “interlocal cooperation agreement”) for joint or cooperative action pursuant to the provisions of the Act; and,

WHEREAS, the Parties seek to provide for the continued utilization of a school resource officer serving the Simpson County School System and a videographer program for recording certain governmental functions and for a school resource officer as needed for the Simpson County School District..

NOW, THEREFORE, it is mutually acknowledged and agreed by and between the Parties as follows:

1. At the School's request, the City of Franklin shall annually designate and provide a duly certified, sworn officer, which officer shall be approved by the Simpson County Board of Education, to serve as school resource officer for the Simpson County School System during the term of this Agreement, hereinafter specified.

2. In such event, the Board of Education shall fund and pay to the City, from the PILOT proceeds on the TSC project all proportionate share costs associated with providing said school resource officer, based upon the number of days worked for the school each year, by reimbursing the City of Franklin for the proportionate share of costs, salary, benefits, transportation including, but not limited to vehicle and maintenance costs, and any and all other costs related thereto except for those costs associated with the school resource officer while said officer is working for the Franklin Police Department and not acting as the school resource officer. All financial responsibilities of the County of Simpson and the City of Franklin with regard to the School Resource Officer shall abate from the period of December 31, 2011, through December 31, 2021, however, at the termination of this agreement, the arrangement regarding a school Resource Officer shall revert to its pre-December 31, 2011, status, whereby the County will pay \$10,000.00 annually per year for the School Resource Officer, the School will pay \$15,000.00 annually for the School Resource Officer, and the City will pay the balance of the costs related to providing a School Resource Officer.

The City of Franklin shall invoice the School Board, annually, on January 1st of each fiscal year during this agreement with the terms of the invoice to be net 30 days. However, the

obligation to make payment shall not be due until such time as the School receives annual proceeds under the PILOT with TSC. Provided, however, that the total costs to be paid and/or provided by and through paragraph 2, 3, and 4 of this Agreement shall not exceed \$83,500.00 per fiscal year during the term of this agreement.

Notwithstanding anything herein to the contrary, the Board of Education shall be guaranteed that they will receive and retain not less than \$125,000.00 annually from the total PILOT proceeds from TSC's investment on Raines Drive in the Sanders' East Industrial Park, during the term of this agreement.

3. During the term of this agreement, the Board of Education shall provide qualified personnel to video and/or record all regular meetings of the Simpson Fiscal Court and the Franklin City Commission. It is agreed that these services have an agreed combined value of \$19,575.00.

4. During the term of this agreement, the City and the County will provide brine and snow removal services for all school bus loops and school parking lots in the event of snow. Such snow removal on school premises will be given a high priority.

5. If, during the term of this Agreement, the herein described real estate is sold or transferred to a non-governmental entity, this Agreement shall lapse and no party hereto shall have the obligations set forth herein, except that the Agreement referenced in paragraph 2 above regarding the City, County, and School Board providing a School Resource Officer shall revert to its pre-December 31, 2011 status.

6. The term of this Agreement shall commence January 1, 2012, and end upon the payment by school to city for the 2021 tax year.

7. Except as set forth hereinabove, any and all other agreements relating to the subjects addressed herein shall terminate and be of no further force and effect as of the date of the commencement of this Agreement except as set forth herein.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by the duly authorized officers or officials of the Parties hereto, effective as of the date first above written.

APPROVED AS TO FORM AND
APPROVED FOR EXECUTION
Office of the Attorney General
Commonwealth of Kentucky

By: _____
Print Name: _____
Title: _____

COUNTY OF SIMPSON

JIM HENDERSON, County Judge

Attest: _____
Pam Rohrs, Clerk

CITY OF FRANKLIN

RONNIE CLARK, MAYOR

Attest: _____
Kathy Stradtner, City Clerk

SIMPSON COUNTY BOARD OF EDUCATION

DAVID WEBSTER, CHAIRPERSON