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 COUNTY: MADISON COUNTY
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MADISON COUNTY FISCAL COURT
 MADISON COUNTY, KY
 RESOLUTION 2026-070

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT ("AGREEMENT") BETWEEN THE MADISON COUNTY FISCAL COURT, ACTING THROUGH THE MADISON COUNTY EMERGENCY COMMUNICATIONS CENTER ("MCECC" OR "911") AND THE MADISON COUNTY BOARD OF EDUCATION, COLLECTIVELY REFERRED TO HEREIN AS THE "PARTIES"

WHEREAS, the Madison County Board of Education (the "Board") has established, and operates, a school police department pursuant to KRS §158.471 et seq, and other applicable provisions of Kentucky law, known as the Madison County Schools Police Department; and

WHEREAS, the Board desires to obtain emergency communications and dispatching services for its school police department through the MCECC; and

WHEREAS, MCECC is willing to provide such dispatching services subject to the terms, conditions, limitations, and protections contained herein; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the Kentucky Interlocal Cooperation Act, KRS Chapter 65; and

WHEREAS, the Parties wish to enter into this Agreement and do hereby agree to the terms and conditions set forth in said Agreement, which is attached hereto this Resolution;

NOW, THEREFORE, BE IT RESOLVED THAT THE MADISON COUNTY FISCAL COURT DOES HEREBY APPROVE THIS RESOLUTION AND AUTHORIZES THE JUDGE/EXECUTIVE AND/OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE CONTRACTS ON BEHALF OF THE COUNTY.

Motion made by Lochmueller, seconded by Combs

Vote:	YES	NO	ABSTAIN	ABSENT
Magistrate James Brian Combs	<u>✓</u>	_____	_____	_____
Magistrate Stephen Lochmueller	<u>✓</u>	_____	_____	_____
Magistrate Billy Ray Hughes	<u>✓</u>	_____	_____	_____
Magistrate Tom Botkin	<u>✓</u>	_____	_____	_____
Judge/Executive Reagan Taylor	<u>✓</u>	_____	_____	_____

Signed:

Reagan Taylor
 Madison County Judge/Executive

Attested:

Kenny Barger MCC
 Kenny Barger
 Madison County Clerk

7-28-2026
 Date

7-28-2026
 Date

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
MADISON COUNTY FISCAL COURT / MADISON COUNTY EMERGENCY
COMMUNICATIONS CENTER
AND
MADISON COUNTY BOARD OF EDUCATION**

This Interlocal Cooperation Agreement ("Agreement") is entered into by and between the Madison County Fiscal Court, acting through the Madison County Emergency Communications Center ("MCECC" or "911"), and the Madison County Board of Education ("Board"), collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the Madison County Board of Education has established, and operates, a school police department pursuant to KRS §158.471 et seq, and other applicable provisions of Kentucky law, known as the Madison County Schools Police Department; and

WHEREAS, the Board desires to obtain emergency communications and dispatching services for its school police department through the MCECC; and

WHEREAS, MCECC is willing to provide such dispatching services subject to the terms, conditions, limitations, and protections contained herein; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the Kentucky Interlocal Cooperation Act, KRS Chapter 65.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties agree as follows:

SECTION 1

PURPOSE

The purpose of this Agreement is to establish the terms under which MCECC shall provide dispatch and emergency communications services to the Madison County Schools Police Department.

SECTION 2

SERVICES PROVIDED

MCECC agrees to provide dispatch services for the Madison County Schools Police Department including, but not limited to, the following:

1. Dispatching law enforcement personnel employed by the Madison County Schools Police Department;
2. Receiving and documenting calls for service involving the Madison County Schools Police Department;
3. Radio communications and monitoring services;
4. Coordination with local, county, state, and federal public safety agencies, when necessary;
5. Emergency notification and response coordination during incidents involving school property, personnel, students, or events;
6. Entry, documentation, and maintenance of calls for service within the Computer Aided Dispatch (CAD) system;
7. Access to standard law enforcement communication resources available to MCECC consistent with applicable law and policy;
8. After-hours emergency communications support for the Madison County Schools Police Department; and
9. Other communications-related services mutually agreed upon by the Parties, in writing.

MCECC shall provide these services consistent with operational capabilities, staffing levels, equipment availability, applicable laws, and existing agency priorities as outlined in the department's standard operating procedures.

SECTION 3

STANDARD OPERATING PROCEDURES

The Madison County Schools Police Department shall operate in accordance with all applicable MCECC policies, procedures, radio protocols, communications standards, and Standard Operating Procedures ("SOPs"), as may be amended from time to time.

The Board acknowledges and agrees that:

1. MCECC retains sole authority over communications operations, dispatch protocols, prioritization of calls, radio traffic management, and emergency communications procedures;
2. MCECC may modify its SOPs, operational procedures, communications protocols, or technology systems at its discretion;
3. Madison County Schools Police Department personnel shall comply with all communications procedures established by MCECC;
4. Failure to comply with established procedures may result in suspension or termination of dispatch services under this Agreement.
5. The Madison County Schools Police Department is responsible for compliance with all Federal, State and Local and FCC protocols, including, but not limited to, protocols established by CJIS/NCIC and other regulatory bodies.
6. The Madison County Schools Police Department is responsible for fulfilling all open records requests and/or records request for their department and jurisdiction utilizing their records access and following all Federal, State and Local open records laws.

SECTION 4

RADIO SYSTEM AGREEMENT

The Parties acknowledge that the Board and/or the Madison County Schools Police Department are subject to the terms and conditions of any existing radio system use agreement, subscriber agreement, communications system agreement, memorandum of understanding, or similar agreement previously executed by Madison County Fiscal Court, the Madison County Emergency Communications Center ("MCECC"), or the governing authority of the county radio communications system (collectively referred to herein as the "Radio System Agreement").

This Agreement is supplemental to, and shall be read in conjunction with, the existing Radio System Agreement. Nothing contained herein shall supersede, amend, modify, expand, or diminish the terms, obligations, restrictions, responsibilities, or protections contained within the Radio System Agreement, unless expressly stated in writing and approved by all required parties.

The Board acknowledges and agrees that:

1. Access to, and use of, the county radio communications system shall remain governed by the terms of the existing Radio System Agreement;
2. MCECC retains sole authority regarding operational control, radio communications standards, talk group management, system access permissions, interoperability protocols, and communications procedures;
3. Any misuse of the radio system, violation of communications policies, unauthorized transmissions, or failure to comply with radio procedures may result in suspension or revocation of radio privileges and/or dispatch services;
4. MCECC and the Madison County Fiscal Court reserve the right to modify, upgrade, reconfigure, restrict, or manage the county radio system as operationally necessary based on the recommendation of the operations leadership and Public Safety Advisory Board;
5. Nothing in this Agreement guarantees uninterrupted radio coverage, system availability, interoperability, or communications capability.

The Board further agrees that compliance with all radio system policies, procedures, training requirements, FCC regulations, and MCECC Standard Operating Procedures shall remain a continuing condition of receiving dispatch and communications services under this Agreement and acknowledges that access may be suspended as a result of noncompliance, as determined by MCECC.

SECTION 5

COMPENSATION

In consideration for the services provided herein, the Madison County Board of Education shall pay to Madison County Fiscal Court, for the benefit of MCECC, an annual amount equal to the average annual cost of one (1) certified dispatcher position, including salary, benefits, retirement contributions, payroll taxes, insurance, and associated personnel costs as calculated on actual cost by the Madison County Treasurer for the current fiscal year.

The annual amount shall be determined by MCECC and Madison County Fiscal Court during each fiscal year budgeting process and shall be invoiced annually not later than August 1, unless otherwise agreed upon in writing.

Payment shall be due within thirty (30) days of invoice.

Failure to remit payment timely shall constitute grounds for suspension or termination of services under this Agreement.

Madison County Schools shall be responsible for establishing its own individual license agreement, based on the current license agreement with MCECC's approved CAD vendor, and any and all fees associated with obtaining license(s) by the Madison County Schools Police Department shall be the sole financial responsibility of the Madison County Schools Police Department.

SECTION 6

ANNUAL REPORTING

MCECC shall provide the Madison County Board of Education with an annual report summarizing dispatch-related activity for the Madison County Schools Police Department. Such report may include:

- Number of calls for service;
- Number of radio transactions;
- CAD incidents;
- Emergency response activities;
- Operational summaries; and
- Other communications metrics deemed appropriate by MCECC.

The Parties acknowledge that such reports are informational in nature and do not create any guarantee of service levels or operational outcomes.

SECTION 7

LIMITATION OF SERVICES

The Board acknowledges and agrees that MCECC provides communications services for multiple public safety agencies, and that emergency communications operations are dynamic and resource dependent.

Accordingly:

1. MCECC does not guarantee uninterrupted service;

2. MCECC shall prioritize calls and incidents in accordance with established emergency communications protocols and operational necessity;
3. Nothing herein shall require MCECC to provide services beyond its staffing, technological, or operational capabilities;
4. MCECC shall not be liable for delays, interruptions, equipment failures, acts of God, network outages, staffing shortages, or circumstances beyond its reasonable control.

SECTION 8

LIABILITY AND INDEMNIFICATION

To the fullest extent permitted by law, the Madison County Board of Education agrees to indemnify, defend, and hold harmless Madison County Fiscal Court, MCECC, their elected officials, employees, dispatchers, agents, and representatives from and against any and all claims, demands, actions, damages, losses, liabilities, costs, and expenses arising out of or related to:

- Actions or omissions of the Madison County Schools Police Department;
- Use or misuse of communications systems;
- Failure of school police personnel to follow SOPs or dispatch instructions;
- Operational decisions made by the school police department;
- Any incident involving school police personnel or operations.

Nothing herein shall be construed as a waiver of sovereign immunity, governmental immunity, official immunity, or any protections otherwise afforded under Kentucky law.

SECTION 9

TERM AND TERMINATION

This Agreement shall become effective upon execution by both Parties and shall remain in effect for an initial term of one (1) year. Thereafter, the Agreement shall automatically renew annually unless terminated.

Either Party may terminate this Agreement upon ninety (90) days written notice to the other Party. The Board shall notify the Director of Public Safety and/or the Judge Executive's Office in writing with amendments or termination of the Agreement.

MCECC may immediately suspend or terminate services for:

- Non-payment;
- Operational necessity;
- Violation of SOPs or communications protocols;
- Misuse of systems or services; and
- Conduct that jeopardizes public safety operations.

Termination shall not relieve the Board of any outstanding financial obligations accrued prior to termination.

SECTION 10

NO EMPLOYMENT RELATIONSHIP

Nothing contained herein shall be construed to create any employment relationship between the Madison County Board of Education, The Madison County Public Schools Police Department and MCECC personnel.

All dispatchers and MCECC personnel shall remain employees of Madison County Fiscal Court.

SECTION 11

COMPLIANCE WITH LAW

The Parties agree to comply with all applicable federal, state, and local laws, regulations, and public safety standards.

SECTION 12

ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties and supersedes all prior negotiations or agreements regarding the subject matter herein.

Any amendments must be in writing and approved by both Parties.

SECTION 13

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

Venue for any legal action arising under this Agreement shall lie exclusively in Madison County, Kentucky.

EXECUTION

IN WITNESS WHEREOF, the Parties have executed this Agreement by and through their duly authorized representatives.

MADISON COUNTY FISCAL COURT

By: R-70
Name: REAGAN TAYLOR
Date: 7/28/2026

Title: JUDGE EXECUTIVE

MADISON COUNTY EMERGENCY COMMUNICATIONS CENTER

By: [Signature]
Name: Jeremy Hamann
Date: 7-28-26

Title: Public Safety Director

MADISON COUNTY BOARD OF EDUCATION

By: [Signature]
Name: Randy Neely
Date: 7-27-26

Title: Superintendent

ATTACHMENT A -- FY2027-28 Certified Telecommunicator Cost Breakdown

Certified Telecommunicator (non-supervisory) midpoint:

- \$24.50/hour
 - o Telecommunicators for 2188 hours/year (that includes their guaranteed OT).
- TOTAL Salary \$53,606.00
- Social Security \$3,323.57
- Retirement \$9,343.53
- Life Insurance \$66.00
- Health Insurance \$8,400.00
- Unemployment \$180.00
- Medicare \$779.29

The total compensation including all benefits would be:

\$ 75,686.38



COMMONWEALTH OF KENTUCKY
OFFICE OF THE ATTORNEY GENERAL

RUSSELL COLEMAN
ATTORNEY GENERAL

1024 CAPITAL CENTER DRIVE
SUITE 200
FRANKFORT, KY 40601
(502) 696-5300

August 13, 2026

Via email to Robyn.Fayne@madisoncountyky.gov

Robyn Fayne
135 W. Irvine St., Suite 300
Richmond, Kentucky 40475

RE: Review of Interlocal Agreement under KRS 65.260
Madison County Fiscal Court and Madison County Board of Education
Emergency Communications Agreement

Dear Ms. Fayne,

The Office of the Attorney General is in receipt of the attached Interlocal Agreement between the Madison County Fiscal Court and the Madison County Board of Education for the purpose of the Board utilizing the Madison County Emergency Communications Center. We appreciate the diligence of Madison County and the Board in protecting the safety of students and staff in entering into this agreement.

The Interlocal Cooperation Act exempts from review, either by the Attorney General or the Department for Local Government, agreements "between school boards and local governments." KRS 65.260(4)(b). The term "local government" includes a county. KRS 65.230(2)(b). Therefore, an interlocal agreement between Madison County and the Madison County Board of Education, such as the attached, is exempt from review by the Attorney General or the Department for Local Government.

Consistent with KRS 65.290, please be advised that before the enclosed Interlocal Agreement shall become operative or have force and effect, a certified copy shall be filed with the Secretary of State. *See* KRS 65.290(1). To effectuate filing, forward the approved agreement to the Secretary of State's Office, ATTN: Jeremy Foster, 1025 Capital Center Drive, Suite 201, Frankfort, KY 40601. Please include a self-addressed envelope so that a file-stamped copy can be returned to you for your records. There is no filing fee for this process.

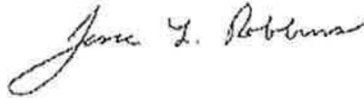
Should you have any questions, please feel free to contact me at (502) 696-5478.

AN EQUAL OPPORTUNITY EMPLOYER M/F/D

MADISON COUNTY
RES9 PG57

Sincerely,

RUSSELL COLEMAN
ATTORNEY GENERAL



Jesse L. Robbins
Assistant Attorney General
Office of Civil & Environmental Law

cc: Aaron J. Silletto
Executive Director
Office of Civil & Environmental Law
aaron.silletto@ky.gov

Whitney Howard Mendiola
General Counsel
Department for Local Government
whitney.mendiola@ky.gov

AN EQUAL OPPORTUNITY EMPLOYER M/F/D

MADISON COUNTY

RES9 PG58

Received and Filed:

Date: 8/13/2026

Michael G. Adams

Secretary of State

Commonwealth of Kentucky

by: kellis

MADISON COUNTY

RES9 PG59