

CITY OF Druid Hills
JEFFERSON COUNTY, KENTUCKY

RESOLUTION NO. 1-2016, SERIES 2016

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
INTERLOCAL AGREEMENT RELATING TO COMMUNICATIONS
SERVICES**

WHEREAS, Druid Hills ("City") and Louisville/Jefferson County Metro Government, ("Metro") seek to ensure the best possible access to communications services to its respective residents and throughout Jefferson County; and

WHEREAS, the interlocal agreement will facilitate deployment of communications services to all Jefferson County residents; and

WHEREAS, by an interlocal cooperation agreement all the municipalities in Jefferson County having franchise authority can authorize Metro to administer the franchise process.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF Druid Hills AS FOLLOWS:

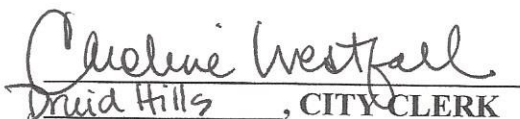
SECTION 1: The Mayor of Druid Hills is hereby authorized to execute the Interlocal Agreement attached hereto as Exhibit A. The Mayor is further authorized to take all necessary actions to effectuate said Interlocal Agreement in accordance with its terms.

SECTION 2: This Resolution shall take effect upon its passage and approval.

INTRODUCED, SECONDED, READ AND ADOPTED by the Druid Hills ("City") on the 11th day of January, 2016, and on the same occasion signed by the Mayor of the City of Druid Hills and declared to be in full force and effect.


Druid Hills, MAYOR

ATTEST:


Druid Hills, CITY CLERK

1/19 emailed to Shellie May, Schuler OH e jeffersontownky.gov

**JEFFERSON COUNTY UNIFORM COMMUNICATIONS SERVICES FRANCHISE
INTERLOCAL COOPERATION AGREEMENT**

THIS AGREEMENT, executed pursuant to KRS 65.210, et seq. (the Kentucky Inter-local Cooperation Act) is by and among Louisville/Jefferson County Metro Government ("Metro") and the municipalities within Jefferson County, Kentucky, listed on Exhibit A (attached hereto) (collectively "Cities").

WITNESSETH:

1. PURPOSE:

Metro and the Cities all have the power to grant franchises for the use of the public rights of way within their respective geographical boundaries pursuant to the Kentucky Constitution Sections 163 and 164. County-wide communications services requiring a franchise would require 83 separate agreements which could vary with respect to their terms, conditions and duration which would potentially compromise the efficiency, pricing and services for the consumers of communications providers. Metro and the Cities desire to create a single standard franchise agreement (Uniform Franchise Agreement "UFA") for communications infrastructure services providers, based upon a bid to be issued in 2016, where county-wide services are intended.

2. DURATION:

The duration of this Agreement shall be for a period not to exceed twenty (20) years as provided by Kentucky Constitution unless terminated earlier in accordance with the terms of the Uniform Franchise Agreement(s).

3. NO NEW LEGAL OR ADMINISTRATIVE ENTITY:

This Agreement does not establish a separate legal or administrative entity to conduct or administer the Uniform Franchise Agreement(s) authorized hereunder. The legislative bodies of the constituent municipalities shall have the authority to review and approve the Uniform Franchise Agreement(s) in accordance with the laws of the Commonwealth of Kentucky, and shall retain such authority throughout the term of this agreement. Through this Agreement, Metro shall administer the advertisement and processing of bid proposals, where county wide services are intended.

4. FRANCHISE PROCEDURES:

Metro and Cities agree that the franchises granted hereunder shall be administered in accordance with Louisville Metro Code of Ordinances ("LMCO") Chapter 116.70 et seq. and the Louisville Metro Public Works & Assets Utility Policy. Metro shall advertise for bids pursuant to KRS 424. Upon receipt of bid proposals Metro shall evaluate them for compliance with the requirements of MCO 116.70 et seq. A successful bidder shall execute the Uniform Franchise Agreement and operate pursuant to the terms of MCO 116.70 et seq. to the extent not modified by the UFA.

5. FUNDING:

No separate funding is required for the operation of this Agreement or the UFA provided for hereunder.

6. EFFECTIVE DATE:

This agreement shall be effective immediately following approval by resolution, motion or otherwise, by Cities' legislative bodies and the Louisville/Jefferson County Metro Council, as required by KRS 65.240, and the receipt of notice of approval of listed agreement from the Department of Local Government as required by KRS 65.260, as well as submission to the Jefferson County Clerk for recording. The duration of this agreement will be conterminous with the UFA's granted hereunder, unless thirty (30) days written notice of cancellation is given by the terminating party to the other party.

7. ENTIRE AGREEMENT:

This agreement contains the entire agreement between the parties listed and no other prior representations, manifestations, covenants, whether written or oral, not specifically contained herein, shall be binding upon the parties. Nothing herein shall be construed as a delegation of any authority by any party hereto, except insofar as expressly delegated herein

WITNESS, the agreement of the parties by their signatures below and attached hereto.

CITY OF (Dnid Hills)

METRO LOUISVILLE, KENTUCKY

Ben Frank 1-11-16
MAYOR

GREG FISCHER, MAYOR

Approved as to form and legality:

MICHAEL O'CONNELL
JEFFERSON COUNTY ATTORNEY