

## **AGREEMENT**

**THIS AGREEMENT** entered into this, the \_\_\_ day of \_\_\_\_\_, 2019, by and between the **Lexington-Fayette Urban County Government**, an urban county government of the Commonwealth of Kentucky pursuant to KRS Chapter 67A, with offices at 200 East Main Street, Lexington, Kentucky 40507, (hereinafter referred to as "LFUCG") and the Georgetown-Scott County Emergency Medical Services, with offices located at 141 S. Broadway Street , Georgetown, Kentucky 40324 (hereinafter referred to as "GSCEMS").

## **WITNESSETH**

WHEREAS, the parties to this Agreement are committed to delivery of the highest possible level of service; and

WHEREAS, the parties to this Agreement believe that interoperability – the ability for public safety agencies, governmental agencies and communications centers to seamlessly communicate with each other – is a critical component of state-of-the-art public safety radio communications and computer aided dispatching systems; and

WHEREAS, the parties to this Agreement are committed to participating in the use and support of such state-of-the-art public safety radio communications that:

- Provide for efficient and effective support of the delivery of public safety services to people who need help;
- Provide for the collection and provision of data needed to monitor the continuing effectiveness of radio communications systems to assure that the standards of such systems are met;
- Provide for establishment of benchmarks against which proposals for changes and improvements in the radio communications system operations can be measured, changed; and

WHEREAS, the LFUCG has purchased and provided for installation of a state-of-the-art interoperable public safety radio communications system based upon the 800 megahertz P25 trunked radio system (hereinafter referred to as the "Radio System") that is capable of supporting trunked radio services and capable of being expanded in a manner consistent with current public safety communications technical standards; and

WHEREAS, GSCEMS wishes to use and access on a limited basis the radio system within Fayette County, and to establish or improve its ability to interoperate with other jurisdictions, public safety and governmental officers,

WHEREAS, GSCEMS is respectfully requesting access to radio talk groups assigned to the Lexington Division of Fire & Emergency Services (hereinafter referred to as "LFD") on the Radio System to enable two-way communications between, GSCEMS and certain Lexington hospital emergency rooms with radio capability, and such other talk groups that may be approved in the future, thereby enhancing public safety during an emergency and provide an interoperability capability with Lexington Public Safety Divisions that may not be possible otherwise.

**NOW, THEREFORE**, in consideration of the mutual undertakings and agreements hereinafter set forth, LFUCG and GSCEMS agree as follows:

1. **TERMS:**

- a) LFUCG agrees to allow GSCEMS access to the Radio System through assigned Subscriber Unit Identification Numbers and access keys to support public safety through interoperability, primarily pertaining to access to LFD talk groups used by ambulances to speak with emergency room personnel.
- b) LFUCG may, at its discretion, allow media to monitor talk groups; though LFUCG has no intention of granting media access to hospital talk groups.
- c) GSCEMS agrees to access the Radio System through the push to talk (PTT) feature. GSCEMS agrees to maintain a low frequency and use the Radio System for periodic use. GSCEMS agrees that if their agency chooses to use the Radio System for day-to-day internal operations, then LFUCG reserves the right to amend this Agreement and establish a cost-sharing plan including a subscriber usage fee.
- d) GSCEMS agrees that the permitted users of the Radio System shall be within their agency. GSCEMS agrees that any expansion of use beyond its agency, must be approved by LFUCG and such expansion may incur a fee. GSCEMS agrees not to release programming for hospital talk groups or encryption keys to any person or other entity without the express written permission of the E911 Radio Administrator and that doing so may result in immediate severance of this agreement and GSCEMS is responsible for the cost of Lexington's reprogramming expenses, if any, related to the unauthorized release of Lexington radio programming or encryption keys.
- e) GSCEMS agrees that their agency will not utilize a telephone interconnect or private talk group capability on subscribers while on a LFUCG talk group.

2. **NOTICES.**

Any notice, report, or demand which must be given or made by a party hereto under the terms of this Agreement shall be sent by registered or certified mail, return receipt requested.

**LFUCG**

Lexington-Fayette Urban  
County Government  
200 East Main Street  
Lexington, Kentucky 40507  
ATTN: Commissioner of Public Safety

**GSCEMS**

141 S. Broadway St.  
Georgetown, KY 40324  
ATTN: EMS Director

Routine questions and correspondence (e.g., additional subscribers, talk group permissions, etc.) related to this agreement shall be directed to the Division of Enhanced 911.

3. **COMPLETE AGREEMENT, AMENDMENTS.**

It is understood and agreed that the entire MOU between the parties is contained herein and that this MOU supersedes all oral arguments, previous written agreements, and negotiations between the LFUCG and GSCEMS.

Any alterations, variations, modifications, or waivers of the provisions of this MOU shall only be valid when they have been reduced to writing as an amendment to this Agreement and signed by the parties hereto.

4. **FORCE MAJEUR, WARRANTIES, INDEMNIFICATION.**

LFUCG shall not be responsible for interruptions in system service due to the forces of nature, war, manmade disasters or other such acts beyond the control of the LFUCG.

LFUCG makes no warranties, express or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose to GSCEMS in connection with its use of service. GSCEMS acknowledges that service disruptions will occur from time to time due to, but not limited to, acts of god, mechanical malfunction, fire, theft or other unforeseen perils and agrees to hold the LFUCG harmless for all such disruptions.

IN WITNESS WHEREOF, this Agreement is executed as of the day first written above.

**LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**

By: \_\_\_\_\_  
**LINDA GORTON, MAYOR**

ATTEST:

\_\_\_\_\_  
CLERK OF URBAN COUNTY COUNCIL

**GEORGETOWN-SCOTT COUNTY EMERGENCY MEDICAL SERVICES**

By: \_\_\_\_\_  
**JOE PAT COVINGTON, JUDGE EXECUTIVE**