

AGREEMENT

THIS AGREEMENT entered into this, the 16th day of May, 2017, 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 **Lexington-Fayette Animal Care and Control, LLC**, a quasi-government agency under contract with the LFUCG, with offices located at 1600 Old Frankfort Pike, Lexington, Kentucky 40504 (hereinafter referred to as "LFACC").

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, LFACC wishes to use and access on a limited basis the radio system within its own jurisdiction, and to establish or improve its ability to interoperate with other jurisdictions, public safety and governmental officers,

WHEREAS, LFACC is respectfully requesting access to radio talk groups assigned to the LFUCG Division of Emergency Management (hereinafter referred to as "DEM") on the Radio System to enable two-way communications between LFACC, DEM, and Lexington E911, thereby enhancing public safety during an emergency and provide an interoperability capability with DEM that may not be possible otherwise.

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

1. **TERMS:**

- a) LFUCG agrees to allow LFACC access to the Radio System to support public safety through interoperability, primarily pertaining to joint operations with DEM.
- b) LFUCG may, at its discretion, allow media to monitor talk groups.
- c) LFACC agrees to access the Radio System through the push to talk (PTT) feature. LFACC agrees to maintain a low frequency and use the Radio System for periodic use. LFACC 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) LFACC agrees that the permitted users of the Radio System shall be within their agency. LFACC agrees that any expansion of use beyond its agency, must be approved by LFUCG and such expansion may incur a fee.
- e) LFACC agrees that their agency will not utilize a telephone interconnect or private talk group capability on subscribers.

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

LFACC
1600 Old Frankfort Pike
Lexington, KY 40504
ATTN: Chief

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 LFACC.

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 LFACC in connection with its use of service. LFACC 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: 
JIM GRAY, MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL

LEXINGTON-FAYETTE ANIMAL CARE AND CONTROL

By: 
Nathan Bowling, Chief