

## AGREEMENT

**THIS AGREEMENT** entered into this, the 25th day of January, 2016, 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 **Bureau of Alcohol, Tobacco, Firearms, and Explosives**, a federal law enforcement agency of the United States Department of Justice, with offices located at 1040 Monarch Street, Suite 200, Lexington, KY 40513 (hereinafter referred to as "ATF").

## WITNESSETH

WHEREAS, the parties to this Agreement are committed to delivery of the highest possible level of fire, law enforcement, medical emergency and related services; and

WHEREAS, the parties to this Agreement believe that interoperability – the ability for public safety 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 the greatest support possible for firefighters, paramedics, law enforcement officers and others for whom reliable, interoperable communications systems can mean the difference between life and death;
- 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, ATF 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,

WHEREAS, ATF is respectfully requesting access to radio talk groups assigned to the Lexington Police Department (hereinafter referred to as "LPD") on the Radio System to enable two-way communications between ATF, LPD, and Lexington E911, thereby enhancing our officer's safety and provide an interoperability capability with LPD that may not be possible otherwise.

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

1. **TERMS:**

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

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

**ATF**

1040 Monarch Street, Suite 200  
Lexington, KY 40513  
ATTN: Resident Agent-in-Charge

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 ATF.

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 ATF in connection with its use of service. ATF 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

**BUREAU OF ALCOHOL, TOBACCO, FIREARMS AND EXPLOSIVES**

By: William Boudhuin RAC  
**WILLIAM BOUDHUIN, RESIDENT AGENT-IN-CHARGE**