

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE LFUCG AND Kentucky Department of Alcoholic Beverage Control
REGARDING
USE OF THE 800 MHz P25 TRUNKED RADIO SYSTEM

This Agreement entered into this, the 27th day of Aug., 2015, by and between the Lexington-Fayette Urban County Government, hereinafter referred to as LFUCG and Kentucky Department of Alcoholic Beverage Control, hereinafter referred to as KDABC.

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 (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, the KDABC 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,

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

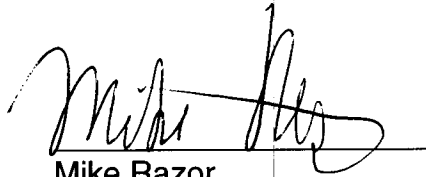
The Kentucky Department of Alcoholic Beverage Control KDABC has fielded a dual-band capable radio. The KDABC is respectfully requesting access to radio talk groups assigned to the Lexington Police Department on the radio system to enable two-way communications between our agencies. This would enhance our officer's safety and provide an interoperability capability with Lexington Police Department that is not currently possible with the 800 MHz trunked radio system. The KDABC works daily side-by-side with Lexington Police Officers. Usage of the radio system will include the ability to use talk groups/frequencies used by the Lexington Police Department and would promote officer safety in metro areas and further help to protect the public and maintain the highest level of officer safety. This MOU provides for:

1. KDABC agrees to notify LFUCG Division of Enhanced E-911 as soon as they are made aware of a lost or stolen radio.
2. Radios must have the inhibit feature programmed in any radio which holds LFUCG encryption keys.
3. There will be a single point of contact within KDABC to handle new subscribers, lost radios, servicing vendor changes, etc.
4. Records of the vendors that will handle, program, and repair subscribers must be kept up to date and LFUCG must be notified of any changes.
5. Programming of encryption keys shall be done by the Technical Services Unit of the Lexington Police Department.
6. KDABC agrees to never disseminate any AES or ASK information to any other entity.
7. KDABC agrees not to distribute the key or any proprietary information.

The KDABC agrees that its push to talk (PTT) frequency will be very low, resulting in very limited system loading and use will primarily pertain to joint operations with Lexington Police and/or other federal, state and local law enforcement agencies. This radio system access is primarily to support officer safety through interoperability.

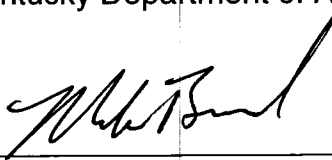
The KDABC further agrees:

- The KDABC will not be relying entirely on the LFUCG 800 MHz radio system for day-to-day operation. This agreement is intended to cover periodic use and use related to joint operations between the KDABC, Lexington Police Department and other agencies. In the event the KDABC relies on the LFUCG radio system for day-to-day operation or system loading indicates otherwise, the LFUCG reserves the right to amend this agreement and establish a cost sharing plan for system maintenance with the KDABC.
- Permitted users of the radio system include only the Kentucky Department of Alcoholic Beverage Control (KDABC). The KDABC will not expand users beyond its agency without approval of the Lexington Police Department and/or Division of Enhanced 911. Expansion of users may incur fees to KDABC.
- To ensure that the channel capacity of the radio system will not be unnecessarily reduced, KDABC shall not utilize a telephone interconnect capability on subscribers. KDABC may purchase radios with private talk capability, but this feature shall not be utilized.
- Any notice, report of 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. Notices to the LFUCG shall be sent to the Commissioner of Public Safety, 200 E. Main Street, Lexington, KY 40507. Notices to the Kentucky Department of Alcoholic Beverage Control shall be sent to Michael Doane Investigator Manager AL-3.
- 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 KDABC.
- 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.
- The 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.
- The LFUCG may, at its discretion, allow media to monitor dispatch talk groups.
- THE LFUCG MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO KDABC IN CONNECTION WITH ITS USE OF SERVICE. THE KDABC 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 UNFORSEEN PERILS AND AGREES TO HOLD THE LFUCG HARMLESS FOR ALL SUCH DISRUPTIONS.

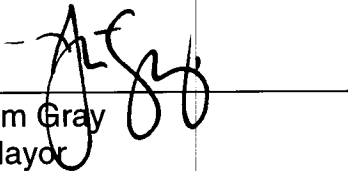


Mike Razor
Director of Enforcement
Kentucky Department of Alcoholic Beverage Control

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Mark Barnard
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