

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2022-197**

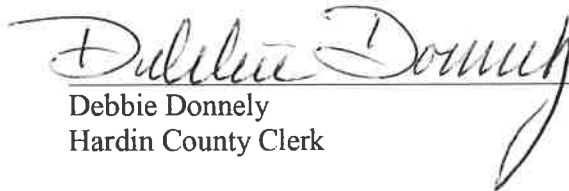
BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry and the concurrence of the Emergency Services Committee, to approve the 911 Service Transfer Agreement between Hardin County, the City of Radcliff and the City of Vine Grove for emergency dispatch services.

APPROVED by the Hardin County Fiscal Court in its regular meeting of 27 September 2022.



Harry L. Berry
Hardin County Judge/Executive

ATTEST:



Debbie Donnely
Hardin County Clerk

City of Radcliff & Vine Grove 911 Service Transfer

THIS AGREEMENT is entered between the City of Radcliff, the City of Vine Grove (hereinafter "Cities"), and Hardin County (hereinafter "County") for emergency dispatch services provided herein.

WHEREAS, County has an emergency communications dispatch center and systems capable of providing emergency transmission services to law enforcement agencies, fire departments and emergency medical providers within Hardin County; and,

WHEREAS, the Cities desire to obtain emergency dispatch and emergency communications from the County; and,

WHEREAS, the Cities and the County recognize that it is in the best interests of the citizens within their respective jurisdiction and the furtherance of health, safety and welfare of the citizens to have a unified emergency dispatch and communications systems having the advantage of economies of scale; and,

WHEREAS, the governing body of each party has resolved, agreed or ordained as outlined below to reflect the current needs of each entity; and,


NOW, THEREFORE, in consideration of the mutual covenants, it is agreed as follows:

1. **Effective Date and Duration.** This Agreement shall be effective on December 1, 2022, and shall remain in effect until either party chooses to terminate pursuant to paragraph 7 of this agreement. JSD
2. **Obligations of the County.** County agrees to provide the following dispatch services:
 - A. Receive and accept emergency fire, medical, police and other calls for service originating from within the boundaries of the Cities.
 - B. Transmit an alarm or dispatch the appropriate agency and equipment according to the procedures established by the County and the responding agency.
 - C. Maintain communications with the agencies from the time of the initial alarm until conclusion of the emergency to provide additional assistance as needed.
 - D. Prepare and maintain a record of all emergency calls received, alarms transmitted and equipment dispatched according to County and agency policies and procedures.
 - E. Record and maintain a record of radio and telephone transmissions relating to all emergency incidents according to County and agency policies and procedures.
 - F. Provide communication services for support assistance from utilities, medical services, police services and any other services to aid agencies if such assistance is requested.
 - G. The County shall provide dispatch services 24 hours per day, 7 days per week during the term of this Agreement.
3. **Obligations of the Cities.** Cities agree as follows:
 - A. Provide and maintain, at its expense, all equipment necessary to access the County system (i.e.: mobile radios, handheld radios, phones, phone apps etc).


- B. Provide the County with agency response procedures, designating the agency and equipment to be dispatched for all alarm types.
 - C. Maintain a unit identification system mutually agreed upon between the Cities and County.
 - D. Relinquish all administration and policy-making to the County, **EXCEPT**, the policies and procedures directing what agency, personnel and equipment shall be dispatched based upon direction by the respective agency chief (i.e.: police chief, fire chief, etc.)
4. **Fees for Services.** The County shall not charge an annual fee to the Cities. Notwithstanding however, the City of Radcliff shall pay a one-time \$200,000.00 fee upon execution of this agreement to establish a dedicated channel on the County's system for use by the Cities.
5. **Personnel.** Effective upon the commencement date of this agreement, the County shall offer employment to all current emergency dispatch personnel employed by the Cities at their current rate of pay. Those personnel shall then become county employees and subject to all policies, procedures and supervision of the County upon the effective date of hire.
6. **Dispatch Records.** All records and recordings shall be maintained in accordance to established County policies and procedures upon the commencement date of this agreement. The cities shall retain all records according to the applicable standard Kentucky Library and Archives record retention policy for all records generated prior to the commencement of this agreement.
7. **Existing Equipment, Agreements and Contracts.** The Cities shall maintain ownership of existing towers, repeaters, microwaves and all other equipment used to dispatch its agencies. The County shall not have any maintenance or disposal responsibilities or requirement to add any of the equipment to its system. Conversely, the Cities shall not have co-ownership of County equipment or financial responsibility in the maintenance or enhancement of County equipment. No third-party contract or service agreement maintained by the Cities shall transfer to the County with this Agreement.
8. **Indemnification.** The Cities agree to defend, indemnify and hold harmless the County, its agents and employees from and against any and all loss, damage, injury, liability suits and proceedings however caused, arising directly from, or indirectly out of, any action or conduct of the Cities in the exercise or enjoyment of this Agreement. The County agrees to defend, indemnify and hold harmless the Cities from and against any and all loss, damage, injury, liability suits and proceedings however caused, arising directly from, or indirectly out of, any action or conduct of the County in the exercise or enjoyment of this Agreement.
9. **Termination** This Agreement may be terminated, without cause, by either Party upon written notice to the other Party of a minimum of three hundred and sixty-five (365) days.
10. **Notices.** Except for routine operational communications, which may be delivered personally or transmitted by electronic mail, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail to the parties at the following addresses:
11. **Miscellaneous Provisions.**
- A. Governing Law and Venue. Kentucky State law shall govern the interpretation of this Agreement.
 - B. No Third Party Beneficiaries. This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.
 - C. Waiver. A waiver or failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Agreement.

- D. Severability and Survival. If any term, condition or provision of this Agreement is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Agreement, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Agreement, shall survive termination of this Agreement.
- E. Entire Agreement. This Agreement and the Attachments contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Agreement are superseded hereby.
- F. Modification. No modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.
- G. Admission of New Parties. Cities that are not parties under this agreement may be added to this Agreement as parties only upon meeting all terms and conditions of the parties to this Agreement.

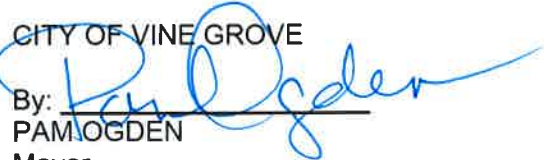
HARDIN COUNTY

By: 
HARRY L. BERRY
Judge/Executive
Pursuant to Resolution 2022-197
of the Hardin Fiscal Court
on September 27, 2022.

CITY OF RADCLIFF

By: 
J.J. DUVAL
Mayor
Pursuant to municipal order
of the City of Radcliff Council
on Nov. 15th, 2022.

CITY OF VINE GROVE

By: 
PAM. OGDEN
Mayor
Pursuant to municipal order
Of the City of Vine Grove Council
On 11-15, 2022.

Prepared by:


JENNIFER B. OLDHAM
HARDIN COUNTY ATTORNEY