

**HARDIN COUNTY FISCAL COURT  
RESOLUTION NO. 2023-041**

**BE IT RESOLVED**, upon recommendation of Judge/Executive Keith L. Taul and the concurrence of the Emergency Services Committee, to approve the Memorandum of Agreement between Hardin County, KY E911 Center and U.S. Army Garrison Fort Knox E911 Dispatch Center to establish and execute back up E911 Dispatch Center service for Fort Knox during system failure to Fort Knox Army Garrison.

**BE IT FURTHER RESOLVED**, to authorize Judge/Executive Keith L. Taul to execute all documents concerning the memorandum of agreement.

**ADOPTED**, by Hardin County Fiscal Court in its regular meeting on 28 February 2023.



Keith L. Taul  
Hardin County Judge/Executive

ATTEST



Brian D. Smith  
Hardin County Clerk

**MEMORANDUM OF UNDERSTANDING**  
BETWEEN  
THE HARDIN COUNTY, KY E911 CENTER (HARDIN)  
AND  
THE U.S. ARMY GARRISON FORT KNOX (USAG KNOX)  
FOR  
BACK-UP SUPPORT FOR DISPATCH E911 SERVICE  
IM-W9124D-22005-MOU-R

This is a memorandum of Understanding (MOU) between the Hardin County E911 Dispatch Center and the USAG Fort Knox E911 Dispatch Center. When referred to collectively, the Hardin County E911 Dispatch Center and the USAG Fort Knox E911 Dispatch Center are referred to as the "Agencies".

1. **PURPOSE:** Establish and execute back up E911 Dispatch Center service for Fort Knox during system failure.

2. **UNDERSTANDING OF THE AGENCIES:**

2.1. The USAG Fort Knox E911 Dispatch Center will –

2.1.1. Notify Hardin County E911 Dispatch Center of Fort Knox E911 Center system failure and the emergency phone lines have been transferred to the Hardin County E911 Dispatch Center

2.1.2. Provide Hardin County E911 Dispatch Center with an alternate method of contacting the Fort Knox E911 Dispatch Center using a mobile phone number that will be provided during the notification of system failure.

2.1.3. Notify Hardin County E911 Dispatch Center the system failure of the Fort Knox E911 Dispatch Center has been resolved and the emergency phone lines have been transferred back to Fort Knox

2.2. The Hardin County E911 Dispatch Center will –

2.2.1. Provide the alternate routing point when the Fort Knox E911 Dispatch Center encounters a system failure that results in the need to transfer emergency phone lines

2.2.2. Provide back-up emergency line capabilities using the provided mobile phone number to notify the Fort Knox E911 Center of emergency calls for service until the Fort Knox E911 Dispatch Center is fully functional

3. PERSONNEL. Each Agency is responsible for all costs of its personnel including pay and benefits, support, and travel. Each party is responsible for supervision and management of its personnel.

#### 4. GENERAL PROVISIONS:

4.1. POINT OF CONTACT: The following point of contact (POC) will be used by the Agencies to communicate in the implementation of this MOU. Each Agency may change its point of contact upon reasonable notice to the other Agency. All correspondence and notices to be given pursuant to this MOU will be addressed as follows:

##### 4.1.1. HARDIN

4.1.1.1. Director, Mike Leo, 270-737-5669, mleo.hc911@hcky.org

##### 4.1.2. USAG KNOX

4.1.2.1. E911 Dispatch Supervisor, Greg Loving, 502-624-1030, gregory.k.loving.civ@army.mil

4.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, as applicable, to —

4.2.1. HARDIN: 150 N Provident Way, Suite B104, Elizabethtown, KY 42701

4.2.2. USAG KNOX: 111 East Chaffee Avenue, Fort Knox, KY 40121

4.3. FUNDS AND MANPOWER: This MOU does not document nor provide for the exchange of funds or manpower between the Agencies, nor does it make any commitment of funds or resources.

4.4. REVIEW OF UNDERSTANDING: This MOU will be reviewed on the mid-point in its entirety.

4.5. MODIFICATION OF UNDERSTANDING: This MOU may only be modified by the written agreement of the Agencies, duly signed by their authorized representatives.

4.6. DISPUTES: Any disputes relating to the MOU will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Agencies or in accordance with DoDI 4000.19 and AR 5-9.

4.7. TERMINATION OF UNDERSTANDING: This MOU may be terminated in writing at will by either Agency.

4.8 TRANSFERABILITY: This MOU is not transferable except with the written consent of the Agencies.

4.9. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Agencies regarding the MOU's subject matter; thereby merging and superseding all prior agreements and representations by the Agencies with respect to such subject matter.

4.10. EFFECTIVE DATE: This MOU takes effect beginning on the day after the last Agency signs

4.11 EXPIRATION DATE: This MOU expires on 06 March 2033

4.12. CANCELLATION OR MODIFICATION: This MOU modifies or cancels and supersedes the previously signed MOU between the same Agencies with Agreement # 28 and effective date of 10 August 2017.

4.13 NO THIRD AGENCY BENEFICIARIES. Nothing in this MOA, express or implied, is intended to give to, or will be construed to confer upon, any person or entity not a agency any remedy or claim under or by reason of this MOA and this MOA will be for the sole and exclusive benefit of the Agencies.


(Intentionally Left Blank)

4.14 SEVERABILITY. If any term, provision, or condition of this MOA is held to be invalid, void, or unenforceable by a governmental authority and such holding is not or cannot be appealed further, then such invalid, void, or unenforceable term, provision, or condition shall be deemed severed from this MOA and all remaining terms, provisions, and conditions of this MOA shall continue in full force and effect. The Agencies shall endeavor in good faith to replace such invalid, void, or unenforceable term, provision, or condition with valid and enforceable terms, provisions, or conditions which achieve the purpose intended by the Agencies to the greatest extent permitted by law.

5. LEGAL REVIEW

The parties have reviewed this agreement and found it to be legally sufficient.

9.1. HARDIN

  
\_\_\_\_\_  
(Signature of Reviewing Attorney)

2-28-23  
(Date)

9.2. USAG KNOX

SHIRTS.MICAH.IAN.140 Digitally signed by  
3662816 SHIRTS MICAH IAN 1403662816  
Date: 2023.02.06 09:29:53 -05'00'  
\_\_\_\_\_  
(Signature of Reviewing Attorney)


02/06/2023  
(Date)

AGREED:

For the USAG KNOX —

For the HARDIN —

OBRYAN.LANCE. Digitally signed by  
ALAN.1144693880 OBRYAN.LANCE.ALAN.1144693  
880  
Date: 2023.03.06 10:46:14 -05'00'  
LANCE A. O'BRYAN  
COL, FA  
Commanding

  
\_\_\_\_\_  
Keith Taul  
Judge Executive  
Hardin County

3/6/2023  
(Date)

2-28-23  
(Date)