MEMORANDUM OF UNDERSTANDING

BETWEEN

BOONE COUNTY SCHOOL BOARD and

BOONE COUNTY FISCAL COURT

Re: Installation and operation of a public safety radio communications bi-directional amplifier system

**Background:**

 Boone County is part of the Northern Kentucky Regional Communications System. This Regional Communications System provides two-way radio communications between public safety personnel in Boone, Kenton and Campbell Counties. As part of the deployment of this system, public safety personnel, along with radio system engineers, identified specific buildings in the region which would need additional equipment to allow radio signals from the public safety radio communications system to reach the interior areas of these buildings. This additional equipment is known as a bi-directional amplifier (BDA) system. These BDA systems consists of a central control unit, an external radio antenna, and internal antennas located at specific locations throughout the identified buildings.

**Purpose:**

 Based on the exterior radio signal levels and the nature of the building use, it has been determined that Cooper High School is a building that will need a BDA system to boost the public safety radio signals at certain areas inside of the building. The installation of a BDA system will benefit both the property owner, the occupants and public safety responders. The BDA system will help ensure reliable public safety communications in the building and promote radio coverage in the building that will more closely align with current building codes requirements.

This Memorandum of Understanding (MOU) is intended to outline responsibilities and expectations between the Boone County School Board and that Boone County Fiscal Court related to installation and operation of a public safety radio communications BDA system at Cooper High School.

**Terms:**

1. Boone County, through its contract with Motorola Solutions, Inc. will provide the BDA system and installation to Cooper High School at no charge. Installation will be handled by a subcontractor for Motorola Solutions.
2. Boone County School Board will allow access to Motorola Solutions contractors for installation and maintenance purposes. Access will be in accordance with Boone County School Board policy. Location of equipment and antennas will be coordinated with School representatives.
3. Boone County School Board will provide:
	1. Non-public location in the building for the mounting of the BDA control unit.
4. Electrical power for the control unit not to exceed one (1) 20 amp circuit.
5. Boone County will be responsible for the ongoing maintenance of the BDA system for a period of not less than ten (10) years.
6. Boone County School Board will work with public safety personnel to perform both post-installation and periodic tests on the system to ensure that the system is functional.
7. It is the responsibility of the school to report any known damage to the system noted outside of the periodic testing to Boone County Public Safety Communications Center at 859-371-1234.
8. The Boone County School Board agrees that it will defend, indemnify and hold Boone County Fiscal Court and Boone County Fiscal Court officers, employees, agents and contractors harmless from and against any and all losses, damages, liability, or expenses  (including reasonable attorneys’ fees) resulting from, claimed by or against, or incurred by the Boone County School Board, arising from any injury to any person, or loss of or damage to any property, caused by or resulting from any negligence or willful acts or omissions of the Boone County School Board or any officer, agent, contractor, or employee of the Boone County School Board in or about the Premises.  Boone County Fiscal Court shall defend, indemnify, and hold the Boone County School Board officers, directors, employees, agents and contractors harmless from and against any and all losses, damages, liability, or expenses (including reasonable attorneys’ fees) resulting from, claimed by or against, or incurred by Boone County Fiscal Court, arising from any injury to any person, or loss of or damage to any property, caused by or resulting from any negligence or willful acts or omissions of Boone County Fiscal Court or any employee, agent, or contractor of Boone County Fiscal Court who are acting at the direction of Boone County Fiscal Court.

This MOU shall be effective on the date of execution by both parties. It shall automatically renew annually. Either party may terminate the agreement by submitting notice in writing to the other party six months (180 day) prior to termination.

IN WITNESS WHEREOF, the Boone County School Board and Boone County Fiscal Court have executed this Agreement as evidenced by the signatures below, effective \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Boone County School Board

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Boone County Fiscal Court