

## **MUNICIPAL ORDER 27-2020**

**A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE DAVIESS COUNTY FISCAL COURT SETTING OUT THE TERMS BY WHICH THE COUNTY WILL IMPLEMENT A PUBLIC SAFETY GRADE P25 TRUNKED RADIO SYSTEM USING THE CITY'S ASTRO 25 CORE; AND FURTHER PROVIDING THAT THE COUNTY AGREES TO PAY ANY INCREMENTAL AND MAINTENANCE EXPENSES THAT MAY ARISE THROUGH USAGE OF SUCH CORE.**

**WHEREAS**, the City of Owensboro (CITY) and Daviess County Fiscal Court (COUNTY) have operated and maintained a consolidated 9-1-1 Emergency Operations Center (Center) in the Owensboro Police Department since 2009; and

**WHEREAS**, the COUNTY plans to implement a Public Safety Grade P25 Trunked Radio System to enhance the continued operation of the Center and its 9-1-1 Emergency services; and

**WHEREAS**, the COUNTY will consider compatible radio and telecommunications options that may require the shared utilization of the City's existing ASTRO 25 Core; and

**WHEREAS**, the COUNTY has been assured that the shared utilization of the existing City of Owensboro ASTRO 25 Core will not create any problems, impedances, or increase to the costs for the City or County; and

**WHEREAS**, the CITY and COUNTY seek to enter into a Memorandum of Agreement whereby the COUNTY agrees to pay any incremental expenses that may arise and maintenance expenses through the Combined 9-1-1 budget for the use of the City ASTRO 25 Core. A copy of the Memorandum of Agreement is attached hereto and incorporated by reference in this Municipal Order.

**NOW, THEREFORE, BE IT ORDERED BY THE CITY OF OWENSBORO,  
KENTUCKY, AS FOLLOWS:**

**Section 1.** That the Mayor be, and he hereby is, authorized and directed to execute the attached Memorandum of Agreement between the CITY and COUNTY whereby the COUNTY installs its Public Safety Grade P25 Trunked Radio System and agrees to pay any incremental expenses that may arise and maintenance expenses through the Combined 9-1-1 budget for the use of the City ASTRO 25 Core.

**Section 2.** That the Mayor, City Manager and appropriate staff members are hereby authorized and directed to execute any and all other agreements, instruments or documents necessary and appropriate to effectuate and implement the Memorandum of Agreement between the CITY and COUNTY.

**INTRODUCED, PUBLICLY READ AND FINALLY APPROVED ON ONE  
READING,** this the 1st day of September, 2020.

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Thomas H. Watson, Mayor

ATTEST:

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Beth Cecil, City Clerk

## **MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT (Agreement) made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, between the City of Owensboro, Kentucky ("City") and Daviess County Fiscal Court, P.O. Box 1762, 212 Saint Ann Street, Owensboro, Kentucky (County).

### **RECITALS**

**WHEREAS**, the City and County operate and maintain a consolidated 9-1-1 Emergency Operations Center (Center) in the Owensboro Police Department since 2009; and

**WHEREAS**, County plans to implement a Public Safety Grade P25 Trunked Radio System to enhance the continued operation of the Center and its 9-1-1 Emergency services; and

**WHEREAS**, the Center's Joint 911 budget provides maintenance, repair and monitoring of the City's ASTRO 25 Core for the Center's Radio System; and

**WHEREAS**, County will consider compatible Radio and telecommunications options that may require the shared utilization of the City's existing ASTRO 25 Core; and

**WHEREAS**, the City and County are authorized to enter into this Memorandum of Agreement.

**NOW, THEREFORE**, in consideration of the above recitals and the mutual benefits to be derived by each party, the City and County agree that:

**Section 1.** The County may purchase and implement a Public Safety Grade P25 Trunked Radio System which will be located at various facilities including the

Center based upon the July 28, 2020 letter of Nicole Sherill of Motorola Solutions assuring that shared utilization of the existing City of Owensboro ASTRO 25 Core will not create any problems or impedances to the City or County. A copy of the Motorola Solutions letter is attached hereto as Exhibit "A."

**Section 2.** The County may pursue telecommunication options that will require the shared utilization of the City's existing ASTRO 25 Core. If County exercises an option requiring the County to share the ASTRO 25 Core owned by City, City agrees County may share use of the City's existing ASTRO 25 Core. County agrees to pay any incremental expenses that may arise and maintenance expenses through the Combined 911 budget for the use of the City ASTRO 25 Core.

**Section 3.** This agreement constitutes the City and County's entire agreement concerning the identified telecommunications equipment; neither City nor County may modify this agreement except in a writing signed by City and County.

**Section 4. Severability and Governing Provisions.**

If any provision of this Agreement is found to be contrary to law by a court of competent jurisdiction, such provision shall be of no force or effect; but the remainder of this Agreement shall continue in full force and effect. The parties shall promptly meet and confer in good faith with respect to any provision found to contravene the law and provide an agreeable substitute provision.

CITY OF OWENSBORO, KENTUCKY

By: \_\_\_\_\_  
Thomas H. Watson, Mayor

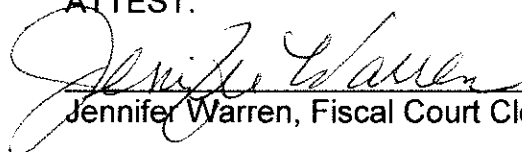
ATTEST:

Beth Cecil, City Clerk

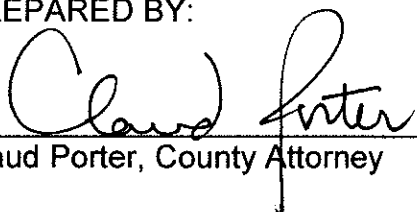
DAVIESS COUNTY, KENTUCKY

By:  8/18/2020  
Al Mattingly,  
Davieess County Judge/Executive

ATTEST:

  
Jennifer Warren, Fiscal Court Clerk

PREPARED BY:

  
Claud Porter, County Attorney

# Fiscal Court of Daviess County, Kentucky

## P25 Trunked Radio System

City

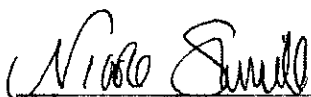
DATE: 07/28/2020

I, Niobe Sumill, for and on behalf of Motorola Solutions ("Motorola"), certify that from a technological standpoint the shared utilization of the existing City of Owensboro ASTRO 25 Core as outlined in the "Fiscal Court of Daviess County-P25 Trunked Radio System\_Alternate Technical Proposal\_Complete" will not create the following problems or impedances to the City of Owensboro ("City") or to Daviess County ("County"):

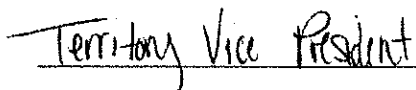
- No impact to availability, reliability, performance, or security of the existing City Master Site ("City Core")
- Degrade the City's users' existing audio Quality of Service
- Prevent the City and/or County from increasing user licenses by 50% over the next 10 years
- Prevent the Consolidated Dispatch Center and/or Backup Dispatch Center from increasing their console positions by 75% over the next 10 years

This the 29 day of July, 2020.

Motorola Solutions



Individual Signature



Title