CITY COMMISSION MEETING
AGENDA FOR JUNE 28, 2016
5:30 P.M.
CITY HALL COMMISSION CHAMBERS
300 SOUTH FIFTH STREET

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

ADDITIONS/DELETIONS

	I.	**MINUTES**
	II.	**MOTION**
		A. R & F Documents
	III.	**MUNICIPAL ORDERS**
		A. Personnel Actions
		B. 2016 KOHS Grant Application – **S. ERVIN**
	IV.	**ORDINANCES – ADOPTION**
		A. Adopt Budget for FY2017 – **J. PERKINS**
		B. Approve FY2017 Contract with WKCTC for Operation of Public and Government Access Channels – **P. SPENCER**
		C. Approve Payment for Use of Temporary Water Pumps at Floodwall Pump Plant #9 – **R. MURPHY**
		D. Market House ART Park Change Order #1 – **S. ERVIN**
	V.	**ORDINANCES - INTRODUCTION**
		A. Approve Payment for Annual Service Contract for the City's 800 MHz Radio Equipment – **B. STRINGER**
		B. Authorize Payment to KLC for Insurance Premiums for Workers' Compensation, Liability Insurance and Property Insurance – **S. DOOLITTLE**
		C. Approve Agreement with Concord Fire Department for 911 Dispatching Services – **FIRE CHIEF KYLE**
		D. Approve Agreement with West McCracken Fire Protection District for 911 Dispatching Services – **FIRE CHIEF KYLE**

		E. Approve Extension of Interlocal Agreement with McCracken County Fiscal Court for 911 Dispatch Services – **CITY MGR PEDERSON**
	VI.	**CITY MANAGER REPORT**
	VII.	**MAYOR & COMMISSIONER COMMENTS**
	VIII.	**PUBLIC COMMENTS**
	IX.	**EXECUTIVE SESSION**

June 28, 2016

I move that the following documents and bids be received and filed:

DOCUMENTS

1. Certificate of Liability Insurance for Danny Cope & Sons

2. Software Service Agreement with Tyler Technologies for the license of software (ORD 2016-06-8373)

3. Paducah-McCracken County Riverport Authority Fiscal 2017 Annual Operating Budget for fiscal year 16/17

BIDS for Paducah Riverfront Development Authority Department
Demolition of Commercial Building at 501 North 3rd/514 North Loop Road

1. Complete Demolition Services
2. Greer Excavating Services, LLC
3. Lannie Jones Excavation
4. Mike Good Excavating
5. Danny Cope & Sons Excavating, LLC *

*Denotes Accepted Bid

CITY OF PADUCAH
June 28, 2016

Upon the recommendation of the City Manager, the Board of Commissioners of the City of Paducah order that the personnel changes on the attached list be approved.

City Manager's Signature

6-24-2016

Date

CITY OF PADUCAH
PERSONNEL ACTIONS
June 28, 2016

NEW HIRE - FULL-TIME (F/T)

	POSITION	RATE	NCS/CS	FLSA	EFFECTIVE DATE
EPW - FLEET MAINTENANCE					
Alexander, Dena	Administrative Assistant III	$17.00/Hr	NCS	Non-Ex	July 7, 2016
GENERAL GOVERNMENT					
Smolen, Michelle L	Assistant to the City Manager	$28.85/Hr	NCS	Ex	July 21, 2016
E-911					
Puckett, Ashleigh H	Telecommunicator	$13.21/Hr	NCS	Non-Ex	July 7, 2016

PAYROLL ADJUSTMENTS/TRANSFERS/PROMOTIONS/TEMPORARY ASSIGNMENTS

	PREVIOUS POSITION AND BASE RATE OF PAY	CURRENT POSITION AND BASE RATE OF PAY	NCS/CS	FLSA	EFFECTIVE DATE
FIRE - SUPPRESSION					
Garrett, Brandy L	Firefighter Appointee $12.31/Hr	Firefighter $12.31/Hr	NCS	Non-Ex	June 9, 2016
Smith, Joseph E	Firefighter Appointee $12.31/Hr	Firefighter $12.31/Hr	NCS	Non-Ex	June 9, 2016
Crane, Tyler J	Firefighter Appointee $12.31/Hr	Firefighter $12.31/Hr	NCS	Non-Ex	June 9, 2016
Dawes, Darrick R	Firefighter Appointee $12.31/Hr	Firefighter $12.31/Hr	NCS	Non-Ex	June 9, 2016
McManus, Adam	Firefighter Appointee $12.31/Hr	Firefighter $12.31/Hr	NCS	Non-Ex	June 9, 2016

TERMINATIONS - PART-TIME (P/T)/TEMPORARY/SEASONAL

	POSITION	REASON	EFFECTIVE DATE
PARKS SERVICES			
Vasseur, Nate R	Lifeguard	Resignation	June 15, 2016
Chapman, Jesse T	Parks Maintenance Laborer	Resignation	June 21, 2016

Agenda Action Form
Paducah City Commission

Meeting Date: June 28, 2016

Short Title: KOHS 2016 E-911 Communication System

☐ Ordinance ☐ Emergency ☒ Municipal Order ☐ Resolution ☐ Motion

Staff Work By: Brent Stringer, Sheryl Chino
Presentation By: Steve Kyle

Background Information: The Kentucky Office of Homeland Security (KOHS) grant program, funded by the U.S. Department of Homeland Security, can be used by city and county governments, area development districts and public universities to purchase first-responder equipment, communications, cyber security and critical infrastructure protection. In 2014 the City of Paducah received $75,000 to purchase and install an emergency generator at the Police Department.

For the 2016 KOHS funding cycle, the E-911 Center proposes to purchase and install a new 911 communication/phone system. The estimated cost of the system is $239,809. There is not a match requirement for this grant.

Goal: ☐ Strong Economy ☒ Quality Services ☐ Vital Neighborhoods ☐ Restored Downtowns

Funds Available:
Account Name:
Account Number:
Project Number:
CFDA:

Finance

Staff Recommendation: Authorize and direct the mayor to execute all grant related documents and authorize the Planning Department to submit the electronic application through the KOHS web portal.

Attachments:

Department Head	City Clerk	City Manager

MUNICIPAL ORDER NO. _____

A MUNICIPAL ORDER AUTHORIZING THE MAYOR TO EXECUTE A GRANT APPLICATION AND ALL DOCUMENTS NECESSARY THROUGH THE KENTUCKY OFFICE OF HOMELAND SECURITY FOR FUNDS IN THE AMOUNT OF $239,809.00. FOR THE PADUCAH 911 SERVICES COMMUNICATIONS DEPARTMENT TO PURCHASE AND INSTALL A NEW 911 COMMUNICATION/PHONE SYSTEM

BE IT ORDERED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. The Mayor is hereby authorized to execute a grant application and all documents necessary to obtain a 2016 grant through the Kentucky Office of Homeland Security in the amount of $239,809.00, to purchase and install a new 911 communications/phone system for the 911 Services Communications Department. There is not a match requirement for this grant.

SECTION 2. This order shall be in full force and effect from and after the date of its adoption.

_____
Mayor

ATTEST:

_____
Tammara S. Sanderson, City Clerk

Adopted by the Board of Commissioners, June 28, 2016
Recorded by Tammara S. Sanderson, City Clerk, June 28, 2016
\mo\grant\KOHS-911 phone equipment

Agenda Action Form
Paducah City Commission

Meeting Date: June 21, 2016

Short Title: City of Paducah, Kentucky's Fiscal Year 2016-2017 budget

☒Ordinance ☐ Emergency ☐ Municipal Order ☐ Resolution ☐ Motion

Staff Work By: Jonathan Perkins, Audra Herndon, Stacee Young
Presentation By: Jeff Pederson, Jonathan Perkins

Background Information:

The FY2017 budget ordinance implements the decisions and budget presentation made at the Commission's May 24th budget workshop.

Goal: ☒Strong Economy ☒ Quality Services ☒ Vital Neighborhoods ☒ Restored Downtowns

Funds Available: Account Name:
Account Number:

6-3-2016
Finance

Staff Recommendation:

Approve the FY2017 Budget Ordinance

Attachments:
FY2017 Budget Ordinance

Department Head	City Clerk	City Manager

Agenda Action Form
Paducah City Commission

Meeting Date: June 21, 2016

Short Title: Approve FY2017 Contract with WKCTC for Operation of Public and Government Access Channels

☒Ordinance ☐ Emergency ☐ Municipal Order ☐ Resolution ☐ Motion

Staff Work By: Pam Spencer, PIO and Jeff Pederson, City Manager
Presentation By: Pam Spencer, PIO

Background Information:
The contract for services with WKCTC and Paducah Junior College for the operation of the Public and Government Access Channels (Comcast channels 2 and 11) is up for renewal. The contract is an annual contract effective July 1, 2016. The services provided by WKCTC include the live telecasting of the Commission Meetings, Workshops, and Planning Commission Meetings, bulletin board maintenance, coverage of special events, city-related and non-profit productions, and video dubbing services.

In this contract, the City will appropriate $85,000 from the Fiscal Year 2017 General Fund budget for television services. If none of the parties has changes, the contract automatically will renew annually for an additional three years with a termination date of June 30, 2020. The contract has been reviewed by WKCTC President Dr. Barbara Veazey, Ashley Wright, Paducah Junior College Executive Director, and WKCTC Television Coordinator Tom Butler.

WKCTC has produced programming on Comcast channels 2 and 11 for the City of Paducah since 1986.

When the City provides funds to an organization, we prepare a simple Contract for Services agreement that describes the public services the organization will provide as a result of receiving City funds.

Goal: ☐Strong Economy ☒ Quality Services ☐ Vital Neighborhoods ☐ Restored Downtowns

Funds Available: Account Name: Cable Authority Services Other ~~PEG Payments~~
Account Number: 001-2811-535.23-07 ~~001-2811-535.23-17~~

AJL 6/14/16 Finance

Staff Recommendation: Authorize the Mayor to enter into one-time Contract for Services by and between the City of Paducah, West Kentucky Community & Technical College (WKCTC), and Paducah Junior College for a total of $85,000 for the operation of the public and governmental access channels by WKCTC.

Attachments: Contract

Department Head	City Clerk	City Manager

Agenda Action Form
Paducah City Commission

Meeting Date: June 21, 2016

Short Title: Authorize Payment for the Lease of Two Temporary Emergency Pumps utilized at Floodwall Pump Station #9 located at 1148 South 3rd Street

☒Ordinance ☒ Emergency ☐ Municipal Order ☐ Resolution ☐ Motion

Staff Work By: Kenny Brannon, Floodwall Superintendent
Presentation By: Rick Murphy, P.E., City Engineer-Public Works Director

Background Information:

During the end of December 2015, Floodwall Pump Station #9 located at 1148 South 3rd Street was put into operation due to the Ohio River flood level rising to 30 feet. During this time period Pump #2, which is located within Pump Station #9, had become disabled and was not operational. Therefore, due to this flood emergency and in order to maintain the full pumping capacity of Pump Station #9, two submergible temporary pumps were leased from Xylem Dewatering Solutions, Inc. and installed on December 25th.

The fluctuating river levels and the considerable rainfall during the early months of 2016 caused the continued use of the two temporary emergency pumps through May 2016. The lease of the two pumps for over 5 months caused the overall payable amount due to Xylem to be $33,064.10, which will require Ordinance authorization prior to payment.

Goal: ☐Strong Economy ☒Quality Services ☐Vital Neighborhoods ☐Restored Downtowns

Funds Available: Account Name: FW Property/Plant
Account Number: 001-3308-532.33-05

6/16/16
Finance

Staff Recommendation:

To adopt an Ordinance authorizing the Finance Director to pay Xylem Dewatering Solutions, Inc., in the amount of $33,064.10 for the lease of two temporary emergency pumps that were utilized at Pump Station #9 located at 1148 South 3rd Street.

Attachments:

Invoice

Department Head	City Clerk	City Manager

Agenda Action Form
Paducah City Commission

Meeting Date: June 21, 2016

Short Title: Market Square ART Park

☒ Ordinance ☐ Emergency ☐ Municipal Order ☐ Resolution ☐ Motion

Staff Work By: Steve Ervin/Charles Doherty/Melinda Winchester
Presentation By: Steve Ervin/Charles Doherty/Melinda Winchester

Background Information:

On June 25th, 2015, the City Commission adopted an ordinance (2015-6-8265) accepting the bid of Midstates Construction Company, Inc. in the amount of $44,371.00 for the construction of a "Pocket Park" at 177.5 South 2nd Street. The project was initially delayed due to several design changes (One example is that staff elected to design and fabricate the steel decorative panels instead of ordering stock), unforeseen site conditions (stormwater), and material changes which necessitated engineering analysis and building code approvals. As the project progressed, numerous issues arose during the construction process which required immediate field changes.

The Market Street ART Park has been awarded a several grants and donations from organizations, businesses, and individuals totaling $4,817.92. This is roughly 10.85 % of the contract price and was anticipated to serve as staff's contingency for the project. The total amount of the change orders stands at $6,685.06 over the original contract price and after applying the contingency, the balance is $1,867.14 which will be paid with existing Planning Department funds.

Goal: ☐ Strong Economy ☐ Quality Services ☒ Vital Neighborhoods ☒ Restored Downtowns

Funds Available: Account Name: DT Main Street Pocket Park
Account Number: 040-4411-592-2307
Project Number: DT-0039

6/16/16
Finance

Staff Recommendation: Authorize the mayor to execute Change Order #1.

Attachments: Itemized breakdown of Change Order #1 by Midstates Construction Company, Inc.

Department Head	City Clerk	City Manager

Agenda Action Form
Paducah City Commission

Meeting Date: June 28th,2016

Short Title: Annual service contract for the City's 800 MHz radio equipment

Ordinance ☒ Emergency ☐ Municipal Order ☐ Resolution ☐ Motion ☐

Staff Work By: *Brent Stringer*
Presentation By: *Brent Stringer*

Background Information: Re-occurring annual service agreement between Motorola and the City of Paducah for service and maintenance on the 800 MHz radio system including the dispatch consoles, radio controllers and the 911 phone equipment. The contract is less than previous years due to the fact that our 911 phone equipment will be removed from the contract after December 2016. After the adoption of the previous ordinance the City departments have chosen to remove their mobile and portable radios from the contract therefore reducing the annual service contract price by $ 12,141.60

Goal: ☐Strong Economy ☒Quality Services ☐ Vital Neighborhoods ☐ Restored Downtowns

Funds Available: Account Name: *Communications Equipment*
Account Number: *012-4011-423-22.06*

6/24/2016
Finance

Staff Recommendation: Introduce Ordinance to continue the service agreement with Motorola for 2016-2017

Attachments: Motorola contract

Brent Stringer
Department Head

City Clerk

City Manager

ORDINANCE NO. 2016-7-_____

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE A SERVICE AGREEMENT WITH MOTOROLA FOR FY2017

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the Mayor is hereby authorized to execute a service agreement with Motorola for yearly maintenance of the 800 MHz radio controllers, 911 dispatch consoles, telephones, and other related radio equipment. The Contract Number S00001001153 in the amount of $32,166.48 shall expire June 30, 2017.

SECTION 2. This expenditure shall be charged to the Communications Equipment account, account number 012-4011-423-2206.

SECTION 3. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

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_____
Mayor

ATTEST:

_____
Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, June 28, 2016
Adopted by the Board of Commissioners, July 12, 2016
Recorded by Tammara S. Sanderson, City Clerk, July 12, 2016
Published by The Paducah Sun, _____
\ord\police\contract-Motorola FY2017-revised payment

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

Attn: National Service Support
1309 East Algonquin Road
Schaumburg, IL 60196
(800) 247-2346

Contract Number: S00001001153
Contract Modifier: RN21-MAR-16 11:33:19
Supersedes Agreement's):

Date: 6/23/2016

Company Name: PADUCAH- CITY OF
Attn:
Billing Address. P.O. Box 2307
City, State, Zip Paducah, KY 42002
Customer Contact:
Phone:
Fax:

Required P.O.: No
Customer #: 1011956482
Bill to Tag#: 0001
Contract Start Date: 7/1/2016
Contract End Date: 6/30/2017
Anniversary Day: Jun 30th
Payment Cycle: ANNUAL

Tax Exempt:
PO #:

Qty	Model/Option	Services Description	Monthly Ext	Extended Amt
		**** Recurring Services ****		
	SVC01SVC1101C	ASTRO INFRASTRUCTURE REPAIR W/ADV REPL	**$ 304.23**	**$ 2,103.72**
1	SVC251AA	ENH: SMARTZONE SITE	$ -	$ -
1	SVC251AE	PLANT VESTA PALLAS SERVER (6 months)	$ 26.28	$ 157.68
5	SVC253AE	PLANT VESTA PALLAS WORKSTATION (6 months)	$ 101.30	$ 607.80
5	SVC255AE	PLANT VESTA PALLAS ACU (6 months)	$ 35.60	$ 213.60
1	SVC257AA	SMARTNET SITE	$ -	$ -
1	SVC257AE	PLANT BCM (6 months)	$ 94.66	$ 567.96
14	SVC258AA	SMARTNET STATION	$ 46.39	$ 556.68
1	SVC455AE	DISPATCH SITE	$ -	$ -
	SVC01SVC1102C	ASTRO DISPATCH SERVICE	**$ 81.62**	**$ 979.44**
5	SVC239AA	ENH: SMARTZONE OPERATOR POSITION	$ -	$ -
1	SVC240AA	SMARTNET SITE	$ -	$ -
14	SVC241AA	SMARTNET STATION	$ -	$ -
1	SVC242AC	DISPATCH CENTER LOCATION	$ -	$ -
1	SVC242AE	PLANT EQUIPMENT 911 (6 months)	$ -	$ -
1	SVC455AE	DISPATCH SITE	$ 81.62	$ 979.44
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	**$ 273.81**	**$ 2,536.92**
1	SVC135AA	SMARTNET SITE	$ -	$ -
14	SVC136AA	SMARTNET STATION	$ 9.24	$ 110.88
5	SVC142AD	CONSOLE ONLY - OPERATOR POSITI	$ 84.85	$ 1,018.20
1	SVC142AF	PLANT EQUIPMENT 911 (6 months)	$ 124.80	$ 748.80
1	SVC147AA	SMARTNET SYSTEM	$ 54.91	$ 658.92
2	SVC455AE	DISPATCH SITE	$ 0.01	$ 0.12
	SVC01SVC1410C	ONSITE INFRASTRUCTURE RESPONSE-STANDARD	**$ 1,670.53**	**$ 15,772.38**
1	SVC166AE	PLANT MAGIC SERVER (6 months)	$ 90.22	$ 541.32
1	SVC174AE	PLANT VESTA STANDARD MINI SERVER (6 months)	$ 90.22	$ 541.32
1	SVC181AE	PLANT BCM (6 months)	$ 80.79	$ 484.74
5	SVC187AE	PLANT VESTA PALLAS WORKSTATION (6 months)	$ 451.10	$ 2,706.60
1	SVC218AA	ONSITE INFRASTRUCTURE RESPONSE-SITE	$ 74.89	$ 898.68
14	SVC219AA	STATION(S)	$ 611.63	$ 7,339.56
5	SVC220AA	OPERATOR POSITIONS	$ 210.00	$ 2,520.00
1	SVC455AE	DISPATCH SITE	$ 0.01	$ 0.12
1	SVC986AA	DISPATCH CENTER LOCATION	$ -	$ -
1	SVC987AA	CENTRAL ELECTRONICS BANKS (CEB)	$ 61.67	$ 740.04
1	SVC01SVC2012C	SP - CONTRACT ADMINISTRATION SERVICE NETWORK(S)	**$ 216.31**	**$ 2,595.72**
1	SVC02SVC0081A	MISSION CONTROL SITE(S) (6 months)	**$ 636.82**	**$ 3,820.92**
1	SVC02SVC0082A	SOFTWARE FIRMWARE SUPPORT SITE(S) (6 months)	**$ 850.75**	**$ 5,104.50**

SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS

Subtotal - Recurring Services	$ 4,034.07	$ 32,913.60
Subtotal - One-Time Event	$ (62.26)	$ (747.12)
Total	$ 3,971.81	$ 32,166.48
Taxes	$ -	$ -

Grand Total	$ 3,971.81	$ 32,166.48

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE. TO BE VERIFIED BY MOTOROLA

The Plant Vesta (Airbus) equipment is covered for only six months, through 12/31/16. Monthly amount from July 2016 through December 2016 is $3,971.81. Monthly amount from January 2017 through June 2017 is $1,389.27.

The prices quoted via this service contract renewal are valid only until expiration of the current service contract. If the Customer does not provide to MSI a valid, executed contract renewal within 30 days of contract expiration, a one-time administrative fee equal to 5% of the current year's annual contract rate will be billed to the Customer upon reestablishment of the expired service contract. Price with 5% Administration fee once delinquent = $34,766.21.

One Time Event is credit for 6 months service of MTX8250 in 2015 contract.

Subcontractor(s)	City	State
MOTOROLA RADIO SUPPORT CENTER	ELGIN	IL
MOTOROLA SYSTEM SUPPORT CENTER	ELGIN	IL
MOTOROLA SYSTEM SUPPORT CTR-CALL CENTER DO066	SCHAUMBURG	IL
MOTOROLA SYSTEM SUPPORT-TECHNICAL SUPPORT DO068	SCHAUMBURG	IL
INDIANAPOLIS SERVICE CENTER	INDIANAPOLIS	IN
AIRBUS DS COMMUNICATIONS, INC.	TEMECULA	CA
JACKSON PURCHASE 2 WAY INC	PADUCAH	KY

I received Statements of Work that describes the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

AUTHORIZED CUSTOMER SIGNATURE — TITLE — DATE

CUSTOMER (PRINT NAME)

David Nomm — CSM — 6/23/16

MOTOROLA REPRESENTATIVE (SIGNATURE) — TITLE — DATE

David Nomm — 847-875-3615

MOTOROLA REPRESENTATIVE (PRINT NAME) — PHONE — FAX

Service Terms and Conditions

Motorola Solutions Inc.("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola' s then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards: excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties. whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorolas property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customers custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customers premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that partys reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Agenda Action Form
Paducah City Commission

Meeting Date: June 28, 2016

Short Title: Accept proposed premiums from the Kentucky League of Cities for Workers' Compensation, Liability Insurance and Property Insurance Coverage. **Total cost of all premiums is $1,092,016.26.**

☒ Ordinance ☐ Emergency ☐ Municipal Order ☐ Resolution ☐ Motion

Staff Work By: Missi Dotson
Presentation By: Steve Doolittle

Background Information: Each year the City of Paducah receives from the Kentucky League of Cities the invoices for payment of premiums to cover these areas. Total Fiscal Year 2016-2017 (FY 2017) premiums are for the following: (1) Workers' Compensation $403,049.45, (2) Liability Insurance $512,479.20 + $26,089.28 (E911), (3) Property Insurance Coverage $142,995.57 + $7,402.76 (E911). J. Carroll Convention Center to reimburse $37,879.66 for property expenses associated with coverage of Expo and Convention Center.

Goal: ☒ Strong Economy ☒ Quality Services ☐ Vital Neighborhoods ☐ Restored Downtowns

Funds Available: Account Name: Insurance Fund
Account Number: 072

6/23/2016
Finance

Staff Recommendation: That the Mayor and Commission approve the proposed premium rates for Workers' Compensation, Property and Liability insurance from the Kentucky League of Cities for FY 2017.

Attachments: Premium Invoices for Workers' Compensation, Liability and Property Insurance.

Department Head	City Clerk	City Manager

ORDINANCE NO. 2016-7-_____

AN ORDINANCE AUTHORIZING THE FINANCE DIRECTOR TO PAY KENTUCKY LEAGUE OF CITIES FOR WORKERS' COMPENSATION, LIABILITY INSURANCE, AND PROPERTY INSURANCE COVERAGE FOR THE CITY OF PADUCAH

BE IT ORDAINED BY THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. That the City of Paducah hereby authorizes the Finance Director to pay Kentucky League of Cities in the total amount of $1,092,016.26 for Workers' Compensation, Liability Insurance, and Property Insurance Coverage for the City of Paducah for Fiscal Year ending June 30, 2016, for the following policies:

Workers' Compensation	$403,049.45
Liability Insurance	$538,568.48
Property Insurance	$150,398.33

SECTION 2. This expenditure shall be charged to the Insurance Fund account.

SECTION 3. This ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

_____
Mayor

ATTEST:

_____
Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, June 28, 2016
Adopted by the Board of Commissioners, July 12, 2016
Recorded by Tammara S. Sanderson, City Clerk, July 12, 2016
Published by The Paducah Sun, _____
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Workers' Compensation Invoice

Insurance Services

A SERVICE OF THE KENTUCKY LEAGUE OF CITIES

F.E.I.N. 61-1238903

Telephone: (800) 876-4552
(859) 977-3700

Make check payable and mail to:
Kentucky League of Cities Insurance Services
P.O. Box 34108
Lexington, KY 40588

City Of Paducah
P. O. Box 2267
Paducah, KY 42002

Invoice Number: W5429-2016-14680-0
Date: 5/12/2016

Policy Number and Description	Amount
Policy Period: 7/1/2016-7/1/2017 Policy Number: W5429-2016-14680	$ 403,049.45
A 5% late charge will be assessed on all late payments.	
Unless Payment is received when due, coverage provided by this policy may be cancelled for non-payment retroactive to the beginning of the policy inception date.	
Amount Due By 7/16/2016	$ 403,049.45

Peel & Holland, Inc.
PO Box 427
Benton, KY 42025

Return Original With Payment

Liability Invoice

Insurance Services

A SERVICE OF THE KENTUCKY LEAGUE OF CITIES

F.E.I.N. 61-1238903

Telephone: (800) 876-4552
(859) 977-3700

Make check payable and mail to:
Kentucky League of Cities Insurance Services
P.O. Box 34108
Lexington, KY 40588

City Of Paducah
P. O. Box 2267
Paducah, KY 42002

Invoice Number: L5429-2016-14678-0
Date: 5/12/2016

Policy Number and Description		Amount
Policy Period:	7/1/2016-7/1/2017	$ 512,479.20
Policy Number:	L5429-2016-14678	
A 5% late charge will be assessed on all late payments.		
Unless Payment is received when due, coverage provided by this policy may be cancelled for non-payment retroactive to the beginning of the policy inception date.		
	Amount Due By 7/16/2016	$ 512,479.20

Peel & Holland, Inc.
PO Box 427
Benton, KY 42025

Return Original With Payment

Liability Invoice

Insurance Services

A SERVICE OF THE KENTUCKY LEAGUE OF CITIES

F.E.I.N. 61-1238903

Telephone: (800) 876-4552
(859) 977-3700

Make check payable and mail to:
Kentucky League of Cities Insurance Services
P.O. Box 34108
Lexington, KY 40588

Paducah-McCracken County 911 System
510 Clark Street
Paducah, KY 42003

Invoice Number: L5642-2016-14213-0
Date: 5/12/2016

Policy Number and Description	Amount
Policy Period: 7/1/2016-7/1/2017 Policy Number: L5642-2016-14213 E911	$ 26,089.28
A 5% late charge will be assessed on all late payments.	
Unless Payment is received when due, coverage provided by this policy may be cancelled for non-payment retroactive to the beginning of the policy inception date.	
Amount Due By 7/16/2016	$ 26,089.28

Peel & Holland, Inc.
PO Box 427
Benton, KY 42025

Return Original With Payment

Property Invoice

Insurance Services

A SERVICE OF THE KENTUCKY LEAGUE OF CITIES

F.E.I.N. 61-1238903

Telephone: (800) 876-4552
(859) 977-3700

Make check payable and mail to:
Kentucky League of Cities Insurance Services
P.O. Box 34108
Lexington, KY 40588

City Of Paducah
P. O. Box 2267
Paducah, KY 42002

Invoice Number: P5429-2016-14679-0
Date: 5/12/2016

Policy Number and Description	Amount
Policy Period: 7/1/2016-7/1/2017 Policy Number: P5429-2016-14679	$ 142,995.57
A 5% late charge will be assessed on all late payments.	
Unless Payment is received when due, coverage provided by this policy may be cancelled for non-payment retroactive to the beginning of the policy inception date.	
Amount Due By 7/16/2016	$ 142,995.57

Peel & Holland, Inc.
PO Box 427
Benton, KY 42025

Return Original With Payment

Property Invoice

Insurance Services

A SERVICE OF THE KENTUCKY LEAGUE OF CITIES

F.E.I.N. 61-1238903

Telephone: (800) 876-4552
(859) 977-3700

Make check payable and mail to:
Kentucky League of Cities Insurance Services
P.O. Box 34108
Lexington, KY 40588

Paducah-McCracken County 911 System
510 Clark Street
Paducah, KY 42003

Invoice Number: P5642-2016-14214-0
Date: 5/12/2016

Policy Number and Description	Amount
Policy Period: 7/1/2016-7/1/2017 Policy Number: P5642-2016-14214 E911	$ 7,402.76
A 5% late charge will be assessed on all late payments.	
Unless Payment is received when due, coverage provided by this policy may be cancelled for non-payment retroactive to the beginning of the policy inception date.	
Amount Due By 7/16/2016	$ 7,402.76

Peel & Holland, Inc.
PO Box 427
Benton, KY 42025

Return Original With Payment

Agenda Action Form
Paducah City Commission

Meeting Date: 28 June 2016

Short Title: Approve dispatch agreement with Concord Fire Protection District

☒ Ordinance ☐ Emergency ☐ Municipal Order ☐ Resolution ☐ Motion

Staff Work By: Jeff Pederson, Brandon Barnhill, Steve Kyle
Presentation By: Steve Kyle

Background Information:
With the establishment of a new department called the Department of 911 Communication Services effective July 1, 2016 and the expiration of the interlocal agreement between the City of Paducah and McCracken County for 911 operations, contracts for service are being established with user agencies to continue uninterrupted emergency services to our citizens and visitors.

As a result, an agreement has been finalized for approval to provide dispatch services to Concord Fire Protection District.

Goal: ☐ Strong Economy ☒ Quality Services ☐ Vital Neighborhoods ☐ Restored Downtowns

Funds Available:

Finance

Account Name:
Account Number:

Staff Recommendation: Approve agreement with Concord Fire Protection District for dispatching services.

Attachments: contract and attachment

Department Head	City Clerk	City Manager

ORDINANCE NO. 2016-7-_____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING AN AGREEMENT WITH CONCORD FIRE PROTECTION DISTRICT FOR DISPATCH SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. Recitals and Authorization. The City of Paducah hereby approves a Communications Service Agreement with Concord Fire Protection District for 911 Dispatch Services which will begin on July 1, 2016. Further, the Mayor of the City is hereby authorized to execute the Agreement.

SECTION 2. Term. The initial term of the Agreement shall be for a period of four (4) years. Such term shall automatically renew at the end of the Initial Term and any subsequent terms thereafter for an additional four (4) years unless either the City or Concord terminates the Agreement as specified in Paragraph 5 of the Agreement or otherwise places the other Party on notice of its intent to renegotiate the terms of this Agreement by providing written notification of such intent no later than six (6) months before the termination of the then applicable term.

SECTION 3. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 4. Compliance With Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

SECTION 5. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

SECTION 6. Effective Date. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

_____
Mayor

ATTEST:

_____
Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, June 28, 2016
Adopted by the Board of Commissioners, July 12, 2016
Recorded by Tammara S. Sanderson, City Clerk, July 12, 2016
Published by *The Paducah Sun*, _____
\ord\911\agree-dispatch services – Concord

CITY OF PADUCAH 911
COMMUNICATIONS SERVICE AGREEMENT

This Communications Service Agreement (hereinafter "Agreement") is made and entered into by and between the City of Paducah, Kentucky, a municipal corporation, (hereinafter "Paducah") and Concord Fire Protection District (hereinafter "the District" or "Parties" where Paducah and the District are referred to collectively) pursuant to KRS 79.110 et. seq.

RECITALS

WHEREAS, Paducah's 911 Communications Department (hereinafter "Department") is in the process of becoming a certified Public Safety Answering Point (hereinafter "PSAP) and is set to begin operations on July 1, 2016, at which time it will provide 911 communications services to its citizens and visitors;

WHEREAS, in doing so, Paducah will provide 911 communications services to citizens and visitors of other governmental and emergency service agencies for a fee;

WHEREAS, Paducah agrees to dispatch calls for the District in exchange for a fee, pursuant to the provisions as stated herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **SCOPE OF COMMUNICATIONS SERVICES.** Paducah is in the process of becoming certified as a PSAP in Paducah, McCracken County. Operations of the Paducah 911 Communications Department will begin on July 1, 2016. The Parties shall perform communications services in accordance with the terms and conditions contained within the current Policies and Procedures Manual and pursuant to a Dispatch Protocol agreed upon by both Parties. The Parties attach hereto the Current Dispatch Protocol, with the agreement and understanding that changes to the current Protocol may be necessary in the future. As such, the Parties agree to consult with each other prior to making any changes to the current Protocol.

2. **PRIORITY OF COMMUNICATIONS SERVICES.** Priority of communications services shall be allocated equally among all Users and according to the Department's Policies and Procedures Manual.

3. **DEFINITIONS**

   a. **"Calls For Service"** means all incoming phone calls and all events in CAD that generate an incident number.

   b. "**Call Rate**" means the fee per call for service. The Call Rate is determined by taking the projected budget for the upcoming fiscal year, excluding expenses relating to infrastructure (as more particularly described in subparagraph 3(c) herein) and dividing it by the total number of projected calls for service for the upcoming projected fiscal year.

   c. **"Infrastructure Fee"** means a fee the District will pay for its proportionate use of the

infrastructure associated with the software and other equipment required for Paducah to provide communications services, amortized over the useful life of said infrastructure.

4. **TERM.** This Agreement shall become effective on the date the Agreement is fully executed. The Initial Term of this Agreement shall be for a period of four (4) years. Such term shall automatically renew at the end of the Initial Term and any subsequent terms thereafter for an additional four (4) years unless either Party terminates this Agreement as specified in Paragraph 5 herein or otherwise places the other Party on notice of its intent to renegotiate the terms of this Agreement by providing written notification of such intent no later than six (6) months before the termination of the then applicable term.

5. **TERMINATION.**

(a) **Termination without Cause**. This Agreement may not be terminated without cause during the first two (2) years of this initial contract. Thereafter, if the District terminates this Agreement without cause before the termination date, it shall be subject to a termination fee equivalent to the total fees paid by the District to Paducah, as stated more particularly in Paragraphs 6 and 7 of this Agreement, during the previous twelve (12) months. The Parties expressly agree that this termination fee constitutes a reasonable estimate of Paducah's loss from the early termination of this Agreement, and that the amount of the fee is in the nature of liquidated damages, and not a penalty. The District waives all rights to protest the amount of the termination fee, and agrees to be unconditionally bound thereto. Either Party may notify the other Party of its intent to not renew this Agreement at the end of the then applicable term by providing written notice to the other Party of its intent to not renew this Agreement no less than six (6) months prior to the expiration of the then applicable term.

(b) **Termination for Cause.** Either party shall have the right to terminate this Agreement upon written notice for cause. The term "cause' shall include (i) the failure of a party to perform and/or comply with any of their obligations or duties as specifically required by this Agreement or (ii) the failure of the District to pay any submitted invoice within sixty (60) days following date of invoice. In the event a party elects to terminate this Agreement for cause, the terminating party shall provide the defaulting party with written notice of its intent to terminate and the grounds for that termination. Upon receipt of that notice, the defaulting party shall be accorded a period of ten (10) business days within which to remedy the stated grounds. In the event the defaulting party fails or is unable to remedy the deficiency within the ten (10) day cure period, the terminating party shall have the right to terminate this Agreement and be relieved from all of its obligations hereunder. Upon termination, the terminating party shall have all rights and remedies as provided by law, subject to the limitations and exclusions that are contained in this Agreement.

6. **COMMUNICATIONS SERVICE FEE.**

(a) The District shall pay a fee for communications services provided by Paducah. The amount the District shall pay for communications services equal to all the District's Calls For Service in the previous month multiplied by the then applicable Call Rate.

(b) During Paducah's Fiscal Years 2017 and 2018, the Call Rate shall not exceed Seventeen Dollars and Seventeen Cents ($17.77). Thereafter, and for the remainder of the term of this Agreement, the Call Rate shall not be increased more than 2% annually.

(c) Because the Call Rate is calculated using projected expenses and Calls for Service, if it is determined that the amount paid by the District was less than that actually owed, Paducah will send an invoice to the District following the end of the applicable Fiscal Year for the difference. If it is determined that the amount paid by the District was more than that actually owed, Paducah will issue a refund and/or credit to the District following the end of the applicable Fiscal Year.

7. **INFRASTRUCTURE FEE.**

(a) The District shall pay an Infrastructure Fee, as more particularly described in the Definition Section of this Agreement, to Paducah on a monthly basis.

(b) During Paducah's Fiscal Years 2017 and 2018, the Infrastructure Fee shall not exceed Eighty-Two Cents ($0.82) (the "Per Call Infrastructure Fee Cap") per call for all of the District's Calls for Service. Thereafter, and for the remainder of this Agreement, the Per Call Infrastructure Fee Cap shall not be increased more than 2% annually per call for all of the District's Calls for Service.

8. **PAYMENT.** Paducah shall send monthly invoices to the District for the Communications Service Fee and Infrastructure Fee. The District shall pay the monthly invoices within thirty (30) days of the date of the invoice. After sixty (60) days of non-payment, this Agreement shall be subject to Termination for Cause by the City as more particularly described in Paragraph 5(b).

9. **INFRASTRUCTURE.** Paducah will purchase the infrastructure upgrade for all systems and pay all implementation costs related to the infrastructure upgrade to enable the Paducah staff to provide efficient and expedient communications services to all Users/Parties. All costs related thereto shall be included in the formula for determining the Infrastructure Fee. The District will be responsible for ensuring that its field software and hardware devices are compatible with Paducah's software and hardware.

10. **DEPARTMENT/PADUCAH STAFF.** The staff of the Department will be employees of Paducah, subject to Paducah's and the Department's policies and procedures, and will be supervised by the 911 Communications Services Director, who will report directly to the City Manager. If deemed necessary, Paducah will hire additional staff to ensure all calls for service generated as a result of this Agreement are handled efficiently and expediently. New hires will be employees of Paducah and subject to Paducah's and the Department's Policies and Procedures. Any issues concerning a Paducah employee shall be addressed with the Director and/or City Manager.

11. **LIAISONS OF THE PARTIES.** The City Manager and the 911 Communications Services Director are the authorized representatives for purposes of administration of this Agreement on behalf of Paducah. Bob McGowan will serve as the District's liaison.

12. **911 COMMUNICATIONS SERVICES USER GROUP.** A 911 Communications Services User Group (hereinafter "User Group") will be created which consists of Paducah's Chief of Police, Paducah's Fire Chief, the 911 Communications Services Director, and one person who will represent all five Fire Protection Districts, i.e., West McCracken Fire Protection District, Concord Fire Protection District, Lone Oak Fire Protection District, Hendron Fire Protection District and Reidland-Farley Fire Protection District. The User Group shall meet quarterly or more often as

necessary. The User Group members shall meet to discuss strategic issues and matters of mutual interest and concern and shall report to the City Manager those recommendations which the User Group deems of significant import. The Parties expressly acknowledge and agree that Paducah is not required to implement said recommendations and that a failure to do so will not be a material breach of this Agreement. The District hereby agrees and acknowledges that additional members may be added to the User Group at the discretion of Paducah.

13. **ADDITIONAL AGENCIES**. All Parties acknowledge and agree that Paducah may provide communications services to other agencies without the consent of the District. In the event this occurs, the Communications Service Fee and the Technology Fee shall be reduced commensurate with the decrease in percentage of Calls for Service for West McCracken Fire Protection District, Concord Fire Protection District, Lone Oak Fire Protection District, Hendron Fire Protection District and Reidland-Farley Fire Protection District as compared to the total Calls for Service.

14. **NONDISCRIMINATION.** The Parties shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. The Parties shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, or age.

15. **COMPLIANCE WITH LAW.** The Parties shall comply with all applicable legal requirements including all federal, state, and local laws, ordinances and resolutions, whether or not said laws are expressly stated in this Agreement.

16. **INSURANCE.**

(a) The District shall maintain general and auto liability insurance, including bodily injury and property damage, with a single combined liability limit of not less than $1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement.

Paducah shall be named as an additional insured on the District's policy. An endorsement shall be provided which states that the District's insurance is the primary insurance and that no other insurance affected by Paducah will be called upon to contribute to a loss under this coverage. The District shall furnish Paducah with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Paducah.

(b) Paducah shall maintain general and auto liability insurance, including bodily injury and property damage, with a single combined liability limit of not less than $1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement.

The District shall be named as an additional insured on Paducah's policy. An endorsement shall be provided which states that Paducah's insurance is the primary insurance and that no other insurance affected by the District will be called upon to contribute to a loss under this coverage. Paducah shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District.

17. **CONFIDENTIAL INFORMATION.**

(a) The term "Confidential Information" shall mean any and all information which is disclosed by either Party ("Owner") to the other ("Recipient") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary. Confidential Information includes, but is not limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, customer lists, employee information, financial information, confidential information concerning Owner's business, as Owner has conducted it or as it may conduct itself in the future, confidential information concerning any of Owner's past, current, or possible future products or manufacturing or operational methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling or leasing, and any software (including third party software) provided by Owner. Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient except to those third parties with a need to know and that are operating under a confidentiality agreement with non-disclosure provisions no less restrictive than those set forth herein. This Agreement imposes no obligation upon the Parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation to confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information or (e) is required to be disclosed by court order or applicable law, provided prior notice is given to the Owner. The Recipient shall not obtain, by virtue of this Agreement, any rights, title, or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of this Agreement, each party shall certify in writing to Owner that all copies of Owner's Confidential Information in any form, including partial copies, have been destroyed or returned to Owner.

(b) The Parties acknowledge that governmental agencies are required to release certain information pursuant to requests made under the provisions of the Kentucky Open Records Act and/or the Freedom of Information Act and further acknowledge and agree that a response in compliance therewith is not a breach of this Agreement.

(c) Each Recipient shall protect all Confidential Information received pursuant to or as a result of this Agreement with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, with which Recipient utilizes for its own Confidential Information.

(d) The terms of this Paragraph shall survive termination of this Agreement.

18. INDEMNIFICATION. To the extent not prohibited by the Kentucky Constitution or Kentucky law, the District shall indemnify, hold harmless, and defend Paducah (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, expenses, and attorney's fees) resulting or arising from Paducah's performance, or failure to perform, under this Agreement, except that the District shall not be required to indemnify, hold harmless, or defend Paducah from and against any claims resulting or arising from the negligence of Paducah, its elected officials, officers, agents or employees.

19. **FORCE MAJEURE**. If by reason of *force majeure*, Paducah is unable in whole or in part to perform the services under this Agreement, Paducah shall not be considered in breach during the continuance of such inability. The term "*force majeure*" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Paducah.

20. **RELATIONSHIP OF THE PARTIES.** It is expressly understood that no agency, employee, partnership, joint venture or other relations is established by this Agreement. Nothing contained in this Agreement is intended to, nor shall it be construed in any way, to be a joint powers agreement of any kind.

21. **CONTINUOUS SERVICE DELIVERY.** The Parties agree that there is a public health and safety obligation to ensure uninterrupted and continuous service delivery to Paducah and the District. In the event of a material breach, Paducah will continue to provide services under this Agreement during any dispute resolution process and the District will continue to make payment of any fees owed during said process. Additionally, in the event the Agreement is terminated for any reason, the Parties agree to cooperate in transitioning the District to a new service provider for a reasonable period of time. The District will continue to be responsible for its fees, as set forth herein, during said transition period.

22. **NO EXPRESS OR IMPLIED WARRANTY**. Paducah provides the hardware, software, and ancillary systems without any warranty or condition, expressed or implied. Paducah specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. The District acknowledges that the systems may not operate continuously without interruption. Paducah makes no representations, warranties, or guarantees regarding uptime for the systems. Paducah agrees to pursue remedies through the vendor for the systems to all software problems arising from software provided by the vendor. Remedies for problems arising that are caused by circumstances outside of the vendor's control (network connection issues, user errors, hardware failures, etc.) shall be pursued by Paducah until a resolution is achieved. Paducah shall not be liable to the District for a hardware, software, or ancillary system failure for any direct, indirect, special, incidental, punitive, or consequential damages and losses incurred as a result thereof.

23. **NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three (3) working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

TO: City of Paducah
Attn: Mayor

City Hall
300 South 5th Street
Paducah, Ky 42003

To: Concord Fire Prot. District
Attn: Chief

Concord Fire Protection District
5265 Enterprise Drive
Paducah, KY 42001

24. **HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

25. **SEVERABILITY.** If any provision of this Agreement (including any phrase, section, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that provision, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

26. **GOVERNING LAW, JURISDICTION, AND VENUE.** This Agreement shall be governed in accordance with the laws of the Commonwealth of Kentucky. Should any dispute arise between the Parties, the Parties shall submit the dispute for administered mediation. The situs of the mediation shall be in Paducah, Kentucky, and shall be mediated by an experienced local mediator selected by the Parties and paid for jointly and equally by the Parties. In the event the Parties are unable to resolve the dispute through mediation, any unresolved dispute shall be brought exclusively in a state court located in McCracken County, Kentucky. By execution of the Agreement, each of the Parties consent to the exclusive jurisdiction of such courts, and waive their right to challenge jurisdiction or venue in such courts. Each Party also waives their right to trial by jury. In the event a dispute must be resolved through litigation, the prevailing party shall be entitled to recover the costs and expenses of the dispute from the other party, including its reasonable attorney fees.

27. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Parties' duties be delegated, without the written consent of the other Party. Any attempt to assign or delegate this Agreement without the written consent of the other Party shall be void and of no force or effect. Consent by a Party to one assignment shall not be deemed to be consent to any subsequent assignment.

28. **SUCCESSORS.** This Agreement shall bind and inure to the benefit of all successors and assigns of the Parties and any associates in interest, and their respective directors, officers, agents, servants, and employees, and the successors and assigns of each of them, separately and collectively.

29. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

30. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. Each Party shall have the right at all times to enforce the provisions of this Agreement in strict accordance with the terms hereof, notwithstanding any prior conduct or custom. The failure of a Party to enforce its rights under this Agreement shall not be construed as having created a custom

which is contrary to specific provisions of this Agreement, or as having in any way or manner modified or waived such provisions. All rights and remedies of the Parties shall be cumulative, and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

31. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. This Agreement may not be amended except in writing signed by a duly authorized representative of each Party.

32. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective entities. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Paducah and the District do hereby agree to the full performance of the terms set forth herein.

CITY OF PADUCAH

By: _____
Gayle Kaler
Title: Mayor
Date: _____

CONCORD FIRE PROTECTION DISTRICT

By: Bob McGowan
Title: Chief
Date: 6-24-16

APPROVED AS TO FORM:

By: _____
Title: Legal Counsel

APPROVED AS TO FORM:

By: _____
Title: Legal Counsel

McCracken Fire Departments
Dispatch Protocol

- Answer the 911call promptly using your present answering protocol.
- Determine quickly the location of the caller by questioning technique and CAD.
- Determine if the caller needs fire, EMS, law enforcement or all.

Law Enforcement

- If the caller requires law enforcement, direct that call per your protocol.
- County Fire Departments will respond to any request from law enforcement.
- County Fire Departments will respond to law enforcement incidents causing injury (assaults, shootings, stabbings, etc.); will stage out near the scene, and will wait until law enforcement clears us to approach or has us disregard.

Fire Response

- If the caller is requesting fire response within one of the County Fire Districts and the incident is a grass fire, vehicle fire, other small fire, or an alarm called in by an alarm company, activate that fire department's tones one time and make the dispatch announcement three times. [All dispatch announcements should include: the fire department name, the nature of the call, a specific location with house numbers or landmarks and nearest cross streets (with mapping If possible.)] Provide an initial brief description of what is on fire. Additional information gleaned from the caller should be provided as the response is underway.
- If the caller is requesting fire response to a structure fire within one of the County Fire Districts, activate that department's tones and the tones for the designated automatic aid department (back to back) and make the dispatch announcement three times. (This is 'automatic aid' per our commitment to ISO.) Also notify Mercy Regional EMS and the McCracken County Sheriff's office. Provide additional information on the status of any occupants, any exposures, and etc.as above.

Note: See Appendix 5, West McCracken Fire Department, Special Fire Response for dispatch instructions applicable to areas in far western McCracken County.

- If the location/facility is one of the designated fire department's selected target hazards (lists to be provided), this requires a general alarm that includes activating tones for all five county fire departments and making the dispatch announcement three times. It also requires a call to the Paducah Fire Department to place them on standby and notifying Mercy Regional EMS and McCracken County Sheriff.
- Fire officers on any scene may request mutual aid any time additional resources are required and may call for support from other agencies such as the State Fire Marshal, utility companies, the Red Cross, etc.

Emergency Medical Response

- If the caller is requesting emergency medical services within (or as described above) any County Fire District, immediately notify Mercy Regional EMS and determine if they want to request a first responder response from the fire department. If first responder response is requested, activate that department's tones one time and announce the location three times with any cross streets, landmarks, etc. Provide as much patient status/information as practical.

  Note: See Appendix 5, West McCracken Fire Department, Special EMS Response for special instructions on how to dispatch West McCracken for first responder medical assistance.

- All County Fire Departments Respond initially to all automobile (and other) accidents with injuries (10-46) within their respective districts to provide emergency medical care and/or extrication. The respective department should be dispatched (as above) along with law enforcement and EMS.

General

- McCracken County Fire Districts are full service fire departments/all hazard responders. The departments respond to:
-

1. Fires of any type
2. Vehicle accidents (with injuries or entrapment)
3. Farm accidents
4. EMS response as first responders to injuries or medical emergencies
5. Weather related injuries or property damage – tornado/severe thunderstorm/flooding (are not trained water rescuers but should respond – have throw rings, life jackets, and ladder trucks)
6. Gas leaks
7. Electrical wires down
8. Industrial accidents
9. Building collapse
10. Hazardous materials incidents
11. Lost persons – missing child/adult/special needs person (are not trained in large area search and rescue but are usually the nearest agency to such incidents)
12. Almost anything that places persons and/or property in danger except those incidents that are best handled by law enforcement alone.

Note: We are fully aware that we are not trained or equipped for every type of incident and may not be the lead agency. Nevertheless, we may be able to recognize the need; expedite others who do have the proper training and equipment; collect critical information; and remain ready to support and/or assist other agencies as needed.

- Each County Fire Department provides mutual aid to, and may receive mutual aid from, fire departments outside McCracken County.

Note: See Appendices 1-5 for response needs unique to each of the individual departments.

- Fire Departments will need one fire channel on the VHF system and one fire channel on the County 800 system both to be located in E911 dispatch console. Any equipment needed will be provided to the City

- Pagers will require daily testing except on Sunday at 18:00 hours.

- Fire Departments need to be notified of inclement weather – tornado/severe thunderstorm, flood warnings in general and while out on scene.

- Fire Departments need to be advised of road closings in the county – a general announcement and on fire horn.

Time Tracking

Below are times usually required in the documentation (standard forms/paperwork) for responses by Fire Departments:

- Time call received
- Time dispatched
- Time first persons acknowledges – responding (a three digit number)
- Time first apparatus acknowledges – responding (a two digit number)*
- Time first person arrives on scene
- Time first apparatus arrives on scene
- Times other fire departments or other agencies/resources are requested
- Specific times called in by command such as "fire under control" or "extrication complete" or arrival times of specific resources.

Safety Monitoring

- While responders are on scene provide periodic safety checks, especially during long periods of radio silence (at least every 20 minutes.)
- Structure fires are inherently dangerous, very active, and extremely noisy. For these reasons fire officers may miss "Mayday" calls or "Emergency Traffic – Emergency Traffic" calls. It is important someone away from the fire ground is monitoring.
- During wild land fires, crews may be separated by structures or hills that shield their radio calls from other crews or from command officers. Again it is important someone away from the fire ground is monitoring.
- EMS calls to rural/remote areas, especially at night, are dangerous. Our EMTs, with a crash kit, respond individually with those living near the caller's location arriving on scene first. This type of response provides rapid emergency medical care but may place EMTs in danger even if they wait for a buddy. We provide safety training for these type incidents but sometimes the "stomach pain" is caused by a stabbing. Monitoring is needed at least until it is obvious that the call is legitimate then periodic checks.

Appendix 1

Lone Oak Fire Department

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Appendix 2

Hendron-Freemont Fire Department

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Appendix 3

Reidland-Farley Fire Department

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Appendix 4

Concord Fire Department

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Appendix 5

West McCracken Fire Department

Special Fire Response

- West McCracken Fire Department also responds on the initial call to all fires west of its district proper to the county line (the white area west of the green, see attached map.) Some of these areas are considered in the Kevil District; some in the Bandana District; and some are in "no man's land." We consider this a type of automatic aid to those Ballard Departments. Therefore dispatch West McCracken to them but also notify Ballard Dispatch. Because of manpower and other problems the Ballard Departments may not respond.

Special EMS Response

- Unlike the four other four county fire departments, West McCracken Fire Department (WMFD) does not wait for Mercy Regional EMS to request a response. WMFD is farther away from Mercy's stations and acts as first responder (by agreement) to all their emergency calls in the WMFD response area and those areas west to the county line as described above in the special fire response section. Ballard fire departments have no medical first response capability and do not respond to vehicle accidents in McCracken County so there will be no need to contact them unless they are requested by Mercy Regional EMS as mutual aid.

- Upon receiving an EMS call in the WMFD response area as described above, immediately transfer the call to Mercy Regional EMS and stay on the line. As soon as there is enough information for dispatching, dispatch WMFD to the location of the medical emergency for a medical assist. WMFD does not respond to routine transfers unless lifting assistance is required or there is a special request.

Agenda Action Form
Paducah City Commission

Meeting Date: 28 June 2016

Short Title: Approve dispatch agreement with West McCracken Fire Protection District

☒ Ordinance ☐ Emergency ☐ Municipal Order ☐ Resolution ☐ Motion

Staff Work By: Jeff Pederson, Brandon Barnhill, Steve Kyle
Presentation By: Steve Kyle

Background Information:
With the establishment of a new department called the Department of 911 Communication Services effective July 1, 2016 and the expiration of the interlocal agreement between the City of Paducah and McCracken County for 911 operations, contracts for service are being established with user agencies to continue uninterrupted emergency services to our citizens and visitors.

As a result, an agreement has been finalized for approval to provide dispatch services to West McCracken Fire Protection District.

Goal: ☐ Strong Economy ☒ Quality Services ☐ Vital Neighborhoods ☐ Restored Downtowns

Funds Available:

Finance

Account Name:
Account Number:

Staff Recommendation: Approve agreement with West McCracken Fire Protection District for dispatching services.

Attachments: contract and attachment

Department Head	City Clerk	City Manager

ORDINANCE NO. 2016-7-_____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING AN AGREEMENT WITH WEST McCRACKEN FIRE PROTECTION DISTRICT FOR DISPATCH SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. Recitals and Authorization. The City of Paducah hereby approves a Communications Service Agreement with West McCracken Fire Protection District for 911 Dispatch Services which will begin on July 1, 2016. Further, the Mayor of the City is hereby authorized to execute the Agreement.

SECTION 2. Term. The initial term of the Agreement shall be for a period of four (4) years. Such term shall automatically renew at the end of the Initial Term and any subsequent terms thereafter for an additional four (4) years unless either the City or Concord terminates the Agreement as specified in Paragraph 5 of the Agreement or otherwise places the other Party on notice of its intent to renegotiate the terms of this Agreement by providing written notification of such intent no later than six (6) months before the termination of the then applicable term.

SECTION 3. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 4. Compliance With Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

SECTION 5. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

SECTION 6. Effective Date. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

_____
Mayor

ATTEST:

_____
Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, June 28, 2016
Adopted by the Board of Commissioners, July 12, 2016
Recorded by Tammara S. Sanderson, City Clerk, July 12, 2016
Published by *The Paducah Sun*, _____
\ord\911\agree-dispatch services – West McCracken

CITY OF PADUCAH 911
COMMUNICATIONS SERVICE AGREEMENT

This Communications Service Agreement (hereinafter "Agreement") is made and entered into by and between the City of Paducah, Kentucky, a municipal corporation, (hereinafter "Paducah") and West McCracken Fire Protection District (hereinafter "the District" or "Parties" where Paducah and the District are referred to collectively) pursuant to KRS 79.110 et. seq.

RECITALS

WHEREAS, Paducah's 911 Communications Department (hereinafter "Department") is in the process of becoming a certified Public Safety Answering Point (hereinafter "PSAP) and is set to begin operations on July 1, 2016, at which time it will provide 911 communications services to its citizens and visitors;

WHEREAS, in doing so, Paducah will provide 911 communications services to citizens and visitors of other governmental and emergency service agencies for a fee;

WHEREAS, Paducah agrees to dispatch calls for the District in exchange for a fee, pursuant to the provisions as stated herein.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **SCOPE OF COMMUNICATIONS SERVICES.** Paducah is in the process of becoming certified as a PSAP in Paducah, McCracken County. Operations of the Paducah 911 Communications Department will begin on July 1, 2016. The Parties shall perform communications services in accordance with the terms and conditions contained within the current Policies and Procedures Manual and pursuant to a Dispatch Protocol agreed upon by both Parties. The Parties attach hereto the Current Dispatch Protocol, with the agreement and understanding that changes to the current Protocol may be necessary in the future. As such, the Parties agree to consult with each other prior to making any changes to the current Protocol.

2. **PRIORITY OF COMMUNICATIONS SERVICES.** Priority of communications services shall be allocated equally among all Users and according to the Department's Policies and Procedures Manual.

3. **DEFINITIONS**

   a. **"Calls For Service"** means all incoming phone calls and all events in CAD that generate an incident number.

   b. "**Call Rate**" means the fee per call for service. The Call Rate is determined by taking the projected budget for the upcoming fiscal year, excluding expenses relating to infrastructure (as more particularly described in subparagraph 3(c) herein) and dividing it by the total number of projected calls for service for the upcoming projected fiscal year.

   c. **"Infrastructure Fee"** means a fee the District will pay for its proportionate use of the

infrastructure associated with the software and other equipment required for Paducah to provide communications services. amortized over the useful life of said infrastructure.

4. **TERM.** This Agreement shall become effective on the date the Agreement is fully executed. The Initial Term of this Agreement shall be for a period of four (4) years. Such term shall automatically renew at the end of the Initial Term and any subsequent terms thereafter for an additional four (4) years unless either Party terminates this Agreement as specified in Paragraph 5 herein or otherwise places the other Party on notice of its intent to renegotiate the terms of this Agreement by providing written notification of such intent no later than six (6) months before the termination of the then applicable term.

5. **TERMINATION**.

(a) **Termination without Cause**. This Agreement may not be terminated without cause during the first two (2) years of this initial contract. Thereafter, if the District terminates this Agreement without cause before the termination date, it shall be subject to a termination fee equivalent to the total fees paid by the District to Paducah, as stated more particularly in Paragraphs 6 and 7 of this Agreement, during the previous twelve (12) months. The Parties expressly agree that this termination fee constitutes a reasonable estimate of Paducah's loss from the early termination of this Agreement, and that the amount of the fee is in the nature of liquidated damages, and not a penalty. The District waives all rights to protest the amount of the termination fee, and agrees to be unconditionally bound thereto. Either Party may notify the other Party of its intent to not renew this Agreement at the end of the then applicable term by providing written notice to the other Party of its intent to not renew this Agreement no less than six (6) months prior to the expiration of the then applicable term.

(b) **Termination for Cause**. Either party shall have the right to terminate this Agreement upon written notice for cause. The term "cause' shall include (i) the failure of a party to perform and/or comply with any of their obligations or duties as specifically required by this Agreement or (ii) the failure of the District to pay any submitted invoice within sixty (60) days following date of invoice. In the event a party elects to terminate this Agreement for cause, the terminating party shall provide the defaulting party with written notice of its intent to terminate and the grounds for that termination. Upon receipt of that notice, the defaulting party shall be accorded a period of ten (10) business days within which to remedy the stated grounds. In the event the defaulting party fails or is unable to remedy the deficiency within the ten (10) day cure period, the terminating party shall have the right to terminate this Agreement and be relieved from all of its obligations hereunder. Upon termination, the terminating party shall have all rights and remedies as provided by law, subject to the limitations and exclusions that are contained in this Agreement.

6. **COMMUNICATIONS SERVICE FEE.**

(a) The District shall pay a fee for communications services provided by Paducah. The amount the District shall pay for communications services equal to all of the District's Calls For Service in the previous month multiplied by the then applicable Call Rate.

(b) During Paducah's Fiscal Years 2017 and 2018, the Call Rate shall not exceed Seventeen Dollars and Seventeen Cents ($17.77). Thereafter, and for the remainder of the term of this Agreement, the Call Rate shall not be increased more than 2% annually.

(c) Because the Call Rate is calculated using projected expenses and Calls for Service, if it is determined that the amount paid by the District was less than that actually owed, Paducah will send an invoice to the District following the end of the applicable Fiscal Year for the difference. If it is determined that the amount paid by the District was more than that actually owed, Paducah will issue a refund and/or credit to the District following the end of the applicable Fiscal Year.

7. **INFRASTRUCTURE FEE.**

(a) The District shall pay an Infrastructure Fee, as more particularly described in the Definition Section of this Agreement, to Paducah on a monthly basis.

(b) During Paducah's Fiscal Years 2017 and 2018, the Infrastructure Fee shall not exceed Eighty-Two Cents ($0.82) (the "Per Call Infrastructure Fee Cap") per call for all of the District's Calls for Service. Thereafter, and for the remainder of this Agreement, the Per Call Infrastructure Fee Cap shall not be increased by more than 2% annually per call for all of the District's Calls for Service.

8. **PAYMENT.** Paducah shall send monthly invoices to the District for the Communications Service Fee and Infrastructure Fee. The District shall pay the monthly invoices within thirty (30) days of the date of the invoice. After sixty (60) days of non-payment, this Agreement shall be subject to Termination for Cause by the City as more particularly described in Paragraph 5(b).

9. **INFRASTRUCTURE.** Paducah will purchase the infrastructure upgrade for all systems and pay all implementation costs related to the infrastructure upgrade to enable the Paducah staff to provide efficient and expedient communications services to all Users/Parties. All costs related thereto shall be included in the formula for determining the Infrastructure Fee. The District will be responsible for ensuring that its field software and hardware devices are compatible with Paducah's software and hardware.

10. **DEPARTMENT/PADUCAH STAFF.** The staff of the Department will be employees of Paducah, subject to Paducah's and the Department's policies and procedures, and will be supervised by the 911 Communications Services Director, who will report directly to the City Manager. If deemed necessary, Paducah will hire additional staff to ensure all calls for service generated as a result of this Agreement are handled efficiently and expediently. New hires will be employees of Paducah and subject to Paducah's and the Department's Policies and Procedures. Any issues concerning a Paducah employee shall be addressed with the Director and/or City Manager.

11. **LIAISONS OF THE PARTIES.** The City Manager and the 911 Communications Services Director are the authorized representatives for purposes of administration of this Agreement on behalf of Paducah. Donald G. Elrod will serve as the District's liaison.

12. **911 COMMUNICATIONS SERVICES USER GROUP.** A 911 Communications Services User Group (hereinafter "User Group") will be created which consists of Paducah's Chief of Police, Paducah's Fire Chief, the 911 Communications Services Director and one person who will represent all five Fire Protection Districts, i.e., West McCracken Fire Protection District, Concord Fire Protection District, Lone Oak Fire Protection District, Hendron Fire Protection District and Reidland-Farley Fire Protection District. The User Group shall meet quarterly or more often as

necessary. The User Group members shall meet to discuss strategic issues and matters of mutual interest and concern and shall report to the City Manager those recommendations which the User Group deems of significant import. The Parties expressly acknowledge and agree that Paducah is not required to implement said recommendations and that a failure to do so will not be a material breach of this Agreement. The District hereby agrees and acknowledges that additional members may be added to the User Group at the discretion of Paducah.

13. **ADDITIONAL AGENCIES**. All Parties acknowledge and agree that Paducah may provide communications services to other agencies without the consent of the District. In the event this occurs, the Communications Service Fee and the Technology Fee shall be reduced commensurate with the decrease in percentage of Calls for Service for West McCracken Fire Protection District, Concord Fire Protection District, Lone Oak Fire Protection District, Hendron Fire Protection District and Reidland-Farley Fire Protection District as compared to the total Calls for Service.

14. **NONDISCRIMINATION.** The Parties shall comply with all applicable federal, state, and local laws regarding nondiscriminatory employment practices, whether or not said laws are expressly stated in this Agreement. The Parties shall not discriminate against any employee or applicant because of race, color, religious creed, national origin, physical disability, mental disability, medical condition, marital status, sexual orientation, sex, or age.

15. **COMPLIANCE WITH LAW.** The Parties shall comply with all applicable legal requirements including all federal, state, and local laws, ordinances and resolutions, whether or not said laws are expressly stated in this Agreement.

16. **INSURANCE.**

(a) The District shall maintain general and auto liability insurance, including bodily injury and property damage, with a single combined liability limit of not less than $1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement.

Paducah shall be named as an additional insured on the District's policy. An endorsement shall be provided which states that the District's insurance is the primary insurance and that no other insurance affected by Paducah will be called upon to contribute to a loss under this coverage. The District shall furnish Paducah with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by Paducah.

(b) Paducah shall maintain general and auto liability insurance, including bodily injury and property damage, with a single combined liability limit of not less than $1,000,000 for claims arising out of and in connection with the provision of service by Paducah under this Agreement.

The District shall be named as an additional insured on Paducah's policy. An endorsement shall be provided which states that Paducah's insurance is the primary insurance and that no other insurance affected by the District will be called upon to contribute to a loss under this coverage. Paducah shall furnish the District with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the District.

17. **CONFIDENTIAL INFORMATION.**

(a) The term "Confidential Information" shall mean any and all information which is disclosed by either Party ("Owner") to the other ("Recipient") verbally, electronically, visually, or in a written or other tangible form which is either identified or should be reasonably understood to be confidential or proprietary. Confidential Information includes, but is not limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, customer lists, employee information, financial information, confidential information concerning Owner's business, as Owner has conducted it or as it may conduct itself in the future, confidential information concerning any of Owner's past, current, or possible future products or manufacturing or operational methods, including information about Owner's research, development, engineering, purchasing, manufacturing, accounting, marketing, selling or leasing, and any software (including third party software) provided by Owner. Owner's Confidential Information shall be treated as strictly confidential by Recipient and shall not be disclosed by Recipient except to those third parties with a need to know and that are operating under a confidentiality agreement with non-disclosure provisions no less restrictive than those set forth herein. This Agreement imposes no obligation upon the Parties with respect to Confidential Information which either party can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to receipt from Owner; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it without an obligation to confidentiality; (d) is independently developed by Recipient without the participation of individuals who have had access to the Confidential Information or (e) is required to be disclosed by court order or applicable law, provided prior notice is given to the Owner. The Recipient shall not obtain, by virtue of this Agreement, any rights, title, or interest in any Confidential Information of the Owner. Within fifteen (15) days after termination of this Agreement, each party shall certify in writing to Owner that all copies of Owner's Confidential Information in any form, including partial copies, have been destroyed or returned to Owner.

(b) The Parties acknowledge that governmental agencies are required to release certain information pursuant to requests made under the provisions of the Kentucky Open Records Act and/or the Freedom of Information Act and further acknowledge and agree that a response in compliance therewith is not a breach of this Agreement.

(c) Each Recipient shall protect all Confidential Information received pursuant to or as a result of this Agreement with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, with which Recipient utilizes for its own Confidential Information.

(d) The terms of this Paragraph shall survive termination of this Agreement.

18. **INDEMNIFICATION.** To the extent not prohibited by the Kentucky Constitution or Kentucky law, the District shall indemnify, hold harmless, and defend Paducah (including its elected officials, officers, agents and employees) from and against any and all claims (including all litigation, demands, damages, liabilities, costs, expenses, and attorney's fees) resulting or arising from Paducah's performance, or failure to perform, under this Agreement except that the District shall not be required to indemnify, hold harmless, or defend Paducah from and against any claims resulting or arising from the negligence of Paducah, its elected officials, officers, agents or employees.

19. **FORCE MAJEURE**. If by reason of *force majeure*, Paducah is unable in whole or in part to perform the services under this Agreement, Paducah shall not be considered in breach during the continuance of such inability. The term "*force majeure*" as used herein shall mean the following: acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders or restraints of any kind of the government of the United States or of the State or any of their departments, agencies or officials, or any civil or military authority; insurrections, riots, landslides, earthquakes, fires, storms, droughts, floods, explosions, breakage or accident to machinery, transmission pipes or canals; or any other cause or event not reasonably within the control of Paducah.

20. **RELATIONSHIP OF THE PARTIES.** It is expressly understood that no agency, employee, partnership, joint venture or other relations is established by this Agreement. Nothing contained in this Agreement is intended to, nor shall it be construed in any way, to be a joint powers agreement of any kind.

21. **CONTINUOUS SERVICE DELIVERY.** The Parties agree that there is a public health and safety obligation to ensure uninterrupted and continuous service delivery to Paducah and the District. In the event of a material breach, Paducah will continue to provide services under this Agreement during any dispute resolution process and the District will continue to make payment of any fees owed during said process. Additionally, in the event the Agreement is terminated for any reason, the Parties agree to cooperate in transitioning the District to a new service provider for a reasonable period of time. The District will continue to be responsible for its fees, as set forth herein, during said transition period.

22. **NO EXPRESS OR IMPLIED WARRANTY**. Paducah provides the hardware, software, and ancillary systems without any warranty or condition, expressed or implied. Paducah specifically disclaims any implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. The District acknowledges that the systems may not operate continuously without interruption. Paducah makes no representations, warranties, or guarantees regarding uptime for the systems. Paducah agrees to pursue remedies through the vendor for the systems to all software problems arising from software provided by the vendor. Remedies for problems arising that are caused by circumstances outside of the vendor's control (network connection issues, user errors, hardware failures, etc.) shall be pursued by Paducah until a resolution is achieved. Paducah shall not be liable to the District for a hardware, software, or ancillary system failure for any direct, indirect, special, incidental, punitive, or consequential damages and losses incurred as a result thereof.

23. **NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three (3) working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

TO: City of Paducah

Attn: Mayor

City Hall
300 South 5th Street
Paducah, Ky 42003

To: West McCracken Fire Prot. District

Attn: Chief

Donald G. Elrod
9340 Ogden Landing Road
West Paducah, KY 42086

24. **HEADINGS.** The heading titles for each paragraph of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.

25. **SEVERABILITY.** If any provision of this Agreement (including any phrase, section, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that provision, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the Parties' intent under this Agreement.

26. **GOVERNING LAW, JURISDICTION, AND VENUE.** This Agreement shall be governed in accordance with the laws of the Commonwealth of Kentucky. Should any dispute arise between the Parties, the Parties shall submit the dispute for administered mediation. The situs of the mediation shall be in Paducah, Kentucky, and shall be mediated by an experienced local mediator selected by the Parties and paid for jointly and equally by the Parties. In the event the Parties are unable to resolve the dispute through mediation, any unresolved dispute shall be brought exclusively in a state court located in McCracken County, Kentucky. By execution of the Agreement, each of the Parties consent to the exclusive jurisdiction of such courts, and waive their right to challenge jurisdiction or venue in such courts. Each Party also waives their right to trial by jury. In the event a dispute must be resolved through litigation, the prevailing party shall be entitled to recover the costs and expenses of the dispute from the other party, including its reasonable attorney fees.

27. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Parties' duties be delegated, without the written consent of the other Party. Any attempt to assign or delegate this Agreement without the written consent of the other Party shall be void and of no force or effect. Consent by a Party to one assignment shall not be deemed to be consent to any subsequent assignment.

28. **SUCCESSORS**. This Agreement shall bind and inure to the benefit of all successors and assigns of the Parties and any associates in interest, and their respective directors, officers, agents, servants, and employees, and the successors and assigns of each of them, separately and collectively.

29. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

30. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. Each Party shall have the right at all times to enforce the provisions of this Agreement in strict accordance with the terms hereof, notwithstanding any prior conduct or custom. The failure of a

Party to enforce its rights under this Agreement shall not be construed as having created a custom which is contrary to specific provisions of this Agreement, or as having in any way or manner modified or waived such provisions. All rights and remedies of the Parties shall be cumulative, and the exercise of one right or remedy shall not be deemed a waiver or release of any other right or remedy.

31. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the services described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. This Agreement may not be amended except in writing signed by a duly authorized representative of each Party.

32. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective entities. This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Paducah and the District do hereby agree to the full performance of the terms set forth herein.

CITY OF PADUCAH

By: _____
Gayle Kaler
Title: Mayor
Date: _____

APPROVED AS TO FORM:

By: _____
Title: Legal Counsel

WEST McCRACKEN FIRE PROTECTION DISTRICT

By: _____
Title: Chief
Date: 6/24/16

APPROVED AS TO FORM:

By: _____
Title: Legal Counsel

McCracken Fire Departments
Dispatch Protocol

- Answer the 911call promptly using your present answering protocol.
- Determine quickly the location of the caller by questioning technique and CAD.
- Determine if the caller needs fire, EMS, law enforcement or all.

Law Enforcement

- If the caller requires law enforcement, direct that call per your protocol.
- County Fire Departments will respond to any request from law enforcement.
- County Fire Departments will respond to law enforcement incidents causing injury (assaults, shootings, stabbings, etc.); will stage out near the scene, and will wait until law enforcement clears us to approach or has us disregard.

Fire Response

- If the caller is requesting fire response within one of the County Fire Districts and the incident is a grass fire, vehicle fire, other small fire, or an alarm called in by an alarm company, activate that fire department's tones one time and make the dispatch announcement three times. [All dispatch announcements should include: the fire department name, the nature of the call, a specific location with house numbers or landmarks and nearest cross streets (with mapping If possible.)] Provide an initial brief description of what is on fire. Additional information gleaned from the caller should be provided as the response is underway.
- If the caller is requesting fire response to a structure fire within one of the County Fire Districts, activate that department's tones and the tones for the designated automatic aid department (back to back) and make the dispatch announcement three times. (This is 'automatic aid' per our commitment to ISO.) Also notify Mercy Regional EMS and the McCracken County Sheriff's office. Provide additional information on the status of any occupants, any exposures, and etc.as above.

Note: See Appendix 5, West McCracken Fire Department, Special Fire Response for dispatch instructions applicable to areas in far western McCracken County.

- If the location/facility is one of the designated fire department's selected target hazards (lists to be provided), this requires a general alarm that includes activating tones for all five county fire departments and making the dispatch announcement three times. It also requires a call to the Paducah Fire Department to place them on standby and notifying Mercy Regional EMS and McCracken County Sheriff.
- Fire officers on any scene may request mutual aid any time additional resources are required and may call for support from other agencies such as the State Fire Marshal, utility companies, the Red Cross, etc.

Emergency Medical Response

- If the caller is requesting emergency medical services within (or as described above) any County Fire District, immediately notify Mercy Regional EMS and determine if they want to request a first responder response from the fire department. If first responder response is requested, activate that department's tones one time and announce the location three times with any cross streets, landmarks, etc. Provide as much patient status/information as practical.

  Note: See Appendix 5, West McCracken Fire Department, Special EMS Response for special instructions on how to dispatch West McCracken for first responder medical assistance.

- All County Fire Departments Respond initially to all automobile (and other) accidents with injuries (10-46) within their respective districts to provide emergency medical care and/or extrication. The respective department should be dispatched (as above) along with law enforcement and EMS.

General

- McCracken County Fire Districts are full service fire departments/all hazard responders. The departments respond to:
-

1. Fires of any type
2. Vehicle accidents (with injuries or entrapment)
3. Farm accidents
4. EMS response as first responders to injuries or medical emergencies
5. Weather related injuries or property damage – tornado/severe thunderstorm/flooding (are not trained water rescuers but should respond – have throw rings, life jackets, and ladder trucks)
6. Gas leaks
7. Electrical wires down
8. Industrial accidents
9. Building collapse
10. Hazardous materials incidents
11. Lost persons – missing child/adult/special needs person (are not trained in large area search and rescue but are usually the nearest agency to such incidents)
12. Almost anything that places persons and/or property in danger except those incidents that are best handled by law enforcement alone.

Note: We are fully aware that we are not trained or equipped for every type of incident and may not be the lead agency. Nevertheless, we may be able to recognize the need; expedite others who do have the proper training and equipment; collect critical information; and remain ready to support and/or assist other agencies as needed.

- Each County Fire Department provides mutual aid to, and may receive mutual aid from, fire departments outside McCracken County.

Note: See Appendices 1-5 for response needs unique to each of the individual departments.

- Fire Departments will need one fire channel on the VHF system and one fire channel on the County 800 system both to be located in E911 dispatch console. Any equipment needed will be provided to the City

- Pagers will require daily testing except on Sunday at 18:00 hours.

- Fire Departments need to be notified of inclement weather – tornado/severe thunderstorm, flood warnings in general and while out on scene.

- Fire Departments need to be advised of road closings in the county – a general announcement and on fire horn.

Time Tracking

Below are times usually required in the documentation (standard forms/paperwork) for responses by Fire Departments:

- Time call received
- Time dispatched
- Time first persons acknowledges – responding (a three digit number)
- Time first apparatus acknowledges – responding (a two digit number)*
- Time first person arrives on scene
- Time first apparatus arrives on scene
- Times other fire departments or other agencies/resources are requested
- Specific times called in by command such as "fire under control" or "extrication complete" or arrival times of specific resources.

Safety Monitoring

- While responders are on scene provide periodic safety checks, especially during long periods of radio silence (at least every 20 minutes.)
- Structure fires are inherently dangerous, very active, and extremely noisy. For these reasons fire officers may miss "Mayday" calls or "Emergency Traffic – Emergency Traffic" calls. It is important someone away from the fire ground is monitoring.
- During wild land fires, crews may be separated by structures or hills that shield their radio calls from other crews or from command officers. Again it is important someone away from the fire ground is monitoring.
- EMS calls to rural/remote areas, especially at night, are dangerous. Our EMTs, with a crash kit, respond individually with those living near the caller's location arriving on scene first. This type of response provides rapid emergency medical care but may place EMTs in danger even if they wait for a buddy. We provide safety training for these type incidents but sometimes the "stomach pain" is caused by a stabbing. Monitoring is needed at least until it is obvious that the call is legitimate then periodic checks.

Appendix 1

Lone Oak Fire Department

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Appendix 2

Hendron-Freemont Fire Department

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Appendix 3

Reidland-Farley Fire Department

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Appendix 4

Concord Fire Department

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Appendix 5

West McCracken Fire Department

Special Fire Response

- West McCracken Fire Department also responds on the initial call to all fires west of its district proper to the county line (the white area west of the green, see attached map.) Some of these areas are considered in the Kevil District; some in the Bandana District; and some are in "no man's land." We consider this a type of automatic aid to those Ballard Departments. Therefore dispatch West McCracken to them but also notify Ballard Dispatch. Because of manpower and other problems the Ballard Departments may not respond.

Special EMS Response

- Unlike the four other four county fire departments, West McCracken Fire Department (WMFD) does not wait for Mercy Regional EMS to request a response. WMFD is farther away from Mercy's stations and acts as first responder (by agreement) to all their emergency calls in the WMFD response area and those areas west to the county line as described above in the special fire response section. Ballard fire departments have no medical first response capability and do not respond to vehicle accidents in McCracken County so there will be no need to contact them unless they are requested by Mercy Regional EMS as mutual aid.

- Upon receiving an EMS call in the WMFD response area as described above, immediately transfer the call to Mercy Regional EMS and stay on the line. As soon as there is enough information for dispatching, dispatch WMFD to the location of the medical emergency for a medical assist. WMFD does not respond to routine transfers unless lifting assistance is required or there is a special request.

Agenda Action Form
Paducah City Commission

Meeting Date: June 28, 2016

Short Title: APPROVAL OF TEMPORARY 911 COMMUNICATIONS SERVICE AGREEMENT

☒Ordinance ☐ Emergency ☐ Municipal Order ☐ Resolution ☐ Motion

Staff Work By: Jeff Pederson, City Manager
Presentation By: Jeff Pederson, City Manager

Background Information:

Following the dissolution of the 911 Interlocal Agreement between McCracken County and the City of Paducah, the City proceeded to ensure continued 911 service capability through the formation of a 911 Emergency Communications Department.

McCracken County has requested a proposal from the City of Paducah to provide 911 dispatch services under contract. Negotiations for a Contract For Services are in progress and it is expected that the Contract will not be concluded and in place within thirty (30) days following July 1.

Goal: ☐Strong Economy ☒ Quality Services☐ Vital Neighborhoods☐ Restored Downtowns

Recommendation: Approve a thirty-day temporary extension of the 911 Communications Agreement pending completion of negotiations currently underway.

Attachments:
Ordinance
Temporary 911 Communications Service Agreement

Department Head	City Clerk	City Manager

ORDINANCE NO. 2016-7-_____

AN ORDINANCE OF THE CITY OF PADUCAH, KENTUCKY, APPROVING AN AGREEMENT WITH McCRACKEN COUNTY FISCAL COURT TO EXTEND THE CURRENT INTER-LOCAL COOPERATION AGREEMENT FOR 911 COMMUNICATIONS SERVICES, AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CITY OF PADUCAH, KENTUCKY:

SECTION 1. Recitals and Authorization. The City of Paducah hereby approves a Temporary 911 Communications Service Agreement with McCracken County Fiscal Court to extend the current 911 Interlocal Agreement for 911 Dispatch Services up to and including July 31, 2016. It is determined that it is necessary and desirable and in the best interests of the City to enter into the Agreement for the purposes therein specified. Further, the Mayor of the City is hereby authorized to execute the Agreement.

SECTION 2. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 3. Compliance With Open Meetings Laws. The City Commission hereby finds and determines that all formal actions relative to the adoption of this Ordinance were taken in an open meeting of this City Commission, and that all deliberations of this City Commission and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with applicable legal requirements.

SECTION 4. Conflicts. All ordinances, resolutions, orders or parts thereof in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed and the provisions of this Ordinance shall prevail and be given effect.

SECTION 6. Effective Date. This Ordinance shall be read on two separate days and will become effective upon summary publication pursuant to KRS Chapter 424.

_____
Mayor

ATTEST:

_____
Tammara S. Sanderson, City Clerk

Introduced by the Board of Commissioners, June 28, 2016
Adopted by the Board of Commissioners, July 12, 2016
Recorded by Tammara S. Sanderson, City Clerk, July 12, 2016
Published by *The Paducah Sun*, _____
ord 911 agree-extension 911 services-McCracken County

TEMPORARY 911
COMMUNICATIONS SERVICE AGREEMENT

This Temporary 911 Communications Service Agreement (hereinafter "Agreement") is made and entered into by and between the City of Paducah, Kentucky, a municipal corporation, (hereinafter "Paducah") and McCracken County Fiscal Court (hereinafter "McCracken County" or "Parties" where Paducah and McCracken County are referred to collectively).

WHEREAS, the current Interlocal Cooperation Agreement between Paducah and McCracken County which established a cooperative 911 emergency communications agency is set to expire on June 30, 2016;

WHEREAS, Paducah's 911 Communications Department (hereinafter "Department") is in the process of becoming a certified Public Safety Answering Point (hereinafter "PSAP) and is set to begin operations on July 1, 2016, at which time it will provide 911 communications services to its citizens and visitors;

WHEREAS, Paducah and McCracken County are in the process of negotiating an Agreement whereby Paducah will provide 911 dispatch services to McCracken County via this Department;

WHEREAS, the parties have not formally agreed upon the terms of said Agreement and will not likely do so by June 30, 2016.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

The parties hereby agree to extend the current Interlocal Cooperation Agreement up to and including July 31, 2016. The parties agree to comply with all terms and conditions set forth in the current Interlocal Cooperation Agreement during this extended time period.

IN WITNESS WHEREOF, Paducah and McCracken County do hereby agree to the terms of this Temporary 911 Communications Services Agreement.

CITY OF PADUCAH

By: Gayle Kaler

Title: Mayor

Date: _____

McCracken County Fiscal Court

By: Bob Leeper

Title: Judge Executive

Date: _____