

# Lexington - Fayette County

## Memorandum of Understanding For The Use of Facilities during Emergencies

This document is a Memorandum of Understanding Agreement (MOU) between the Lexington Fayette Urban County Government (LFUCG) and the Fayette County Public School Board (FCPS). By signing this document, the FCPS Board agrees to offer the use of its facility at 450 Park Place to serve as an office space for the Mayor and staff, CAO and staff, Commissioners and one staff for the duration that the LFUCG center is uninhabitable. This same facility will be offered for use by the Urban County Council as office space and for official council meetings. Fayette County Public Schools also is offering the use of its fleet garages in the event of an emergency where the LFUCG fleet garage is damaged or unusable.

LFUCG also agrees to reciprocity and offer the use of its facility at 200 East Main Street (City Hall) and 115 Cisco Road (Emergency Management Building) to serve as office space for the Board of Education, the Superintendent, designated FCPS administrators, and staff.

This understanding is part of the LFUCG COOP. The activation of this understanding may include, but are not limited to, destructive weather, destruction of the building from any event. Activities may include office space, meetings with visitors, public official council meetings and FCPS board meetings with public attendance.

### MEMORANDUM OF AGREEMENT

WHEREAS, destructive weather, and other catastrophic disasters could potentially occur and threaten the usability of the LFUCG Government Center or the FCPS Board of Education building. This would require the activation of the COOP and the need for the use of the alternate facilities for continuity of government and Fayette County Public Schools.

WHEREAS, disasters would require the need for office space, meeting space and a location for the Urban County Council and the Fayette County Board of Education and administrators to conduct official business.

WHEREAS, the Mayor of the Lexington Fayette Urban County Government (LFUCG), by declaring a state of emergency under KRS 39 39A.100(2), has authority for all emergency operations within the county in cooperation with other authorities; and

NOW, THEREFORE, in consideration of the above recitals and covenants contained herein, the parties hereto agree as follows:

1. **Conditions of Use:** In the event that the Mayor declares a state of emergency, and the LFUCG COOP Plan is activated, said organization hereby agrees to provide the LFUCG and FCPS with the facility or facilities named in this document, if formally requested, for use as office space, meeting space and council/board public meeting space. a. The use of said site(s) will not be contingent upon a declaration of emergency or disaster by the President of the United States or the Governor of Kentucky.
2. **Notification and Activation:** LFUCG or FCPS will request the use of said site(s) by contacting site management in advance, if possible, either verbally or in writing. The requesting parties will provide a formal written request within twenty-four (24) hours after commencing use of said site(s).
3. **Facility Management:** The requesting party will have primary responsibility for the operation, custodial and security of the part of the facility being used. The requesting party will designate a facility use coordinator to liaison with the facility owner/designee.
4. **Condition of Facility:** The facility use coordinator and LFUCG or FCPS designee will jointly conduct a pre-occupancy survey of the Facility before it is turned over to the requesting party to determine any existing damage or conditions. The Owner will identify and secure all equipment that the requesting party should not use while operating in the facility. The requesting party will exercise reasonable care while using the facility and will make no modifications to the facility without the express written approval of the Owner.

**Memorandum of Agreement For The Use of Facilities During Disasters**

5. **Security:** In coordination with the Owner, the facility use coordinator, as he or she deems necessary and appropriate, will coordinate with law enforcement agency of both parties regarding any public safety issues at the facility.
6. **Services:** The use of said site(s) will be limited to the use of rooms for offices, meeting space, restrooms, breakroom, on-site utilities including power, water, restrooms, telephones, and facsimile machines; parking facilities on the premise, and other uses as may be stipulated elsewhere in this agreement. Owner does not commit to providing staff, funding, equipment, supplies, or any service not stated in this agreement to the requesting party.
7. **Signage and publicity:** The requesting party may post signs identifying the location of the requesting party designated space in the facility and will remove such signs when the facility is closed. The Owner will not issue press releases or other publicity concerning the use of the facility without the express written consent of the requesting party. The Owner will refer all media questions about the use of the facility to the requesting party.
8. **Cost and Reimbursement:** The requesting party shall pay the cost for the use and maintenance of said site(s) if used during the period in which a declaration of emergency exists. Said organization will not be liable for any failure to provide the use of said site(s) pursuant to this agreement. The use of said site(s) will not be contingent upon receiving reimbursement from the requesting party or other agencies. The requesting party will reimburse the Owner for the following:
  - a. *Damage to the Facility:* Reasonable wear and tear excepted, resulting from the operations of the requesting party. Reimbursement for facility damage will be based on replacement at actual cash value. The requesting party will select from among at least three reputable contractors. The requesting party is not responsible for storm damage or other damage caused by the disaster.
  - b. *Reasonable, actual out-of-pocket operational costs including the cost of the utilities indicated below, to the extent that such costs would not have been incurred but for the requesting party's use of the Premises (both parties must initial all utilities to be reimbursed by the requesting party):*


	Owner initials	Requesting Party initials
Water	SLS /	SLS /
Gas	SLS /	SLS /
Electricity	SLS /	SLS /
Waste Disposal	SLS /	SLS /
Internet		
Phone		

9. **Indemnification:** To the extent allowable by law the requesting party shall defend, hold harmless, and indemnify Owner against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising for the negligence of the requesting party during the use of the facility. This shall not be deemed a waiver of sovereign immunity or any other third-party defense available to requesting party.
10. **Term:** The respective duties, responsibilities, and commitments of the parties in this agreement shall begin on the date this agreement is signed by the parties. The term of this agreement is one year after this date to be automatically renewed every year except by written termination of a party. The parties agree that a 30-day notice shall be given prior to the termination of this agreement.

**Signatures**

IN WITNESS THEREOF, this agreement has been duly executed and approved by the Mayor of the Lexington Fayette Urban County Government or designated representative and the chief executive officer, owner, or equivalent of said organization.

  
 \_\_\_\_\_  
 Chair Fayette County Public School Board/Date

  
 \_\_\_\_\_  
 Mayor/Date

8/8/24

SLS  
 met. 