

# MEMORANDUM OF UNDERSTANDING

## Interagency Cooperation for Animals in Disasters and Emergencies in Fayette County

This Memorandum of Understanding (MOU) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015 between the Lexington-Fayette Urban County Government (LFUCG) Division of Emergency Management (DEM), the Lexington-Fayette Urban County Government Division of Parks and Recreation (Parks), the Lexington Humane Society and Lexington-Fayette Animal Care and Control (LHS/LFACC), the Lexington Lions Club (Lions Club) and the Fayette County Extension District Board (FCEDB). DEM, Parks, LHS/LFACC, Lions Club and FCEDB will be collectively referred to hereinafter as the "Parties."

WHEREAS, LFUCG has adopted measures and programs to be implemented in the event of a locally declared emergency or disaster to protect the residents of Fayette County and their property;

WHEREAS, LFUCG, as part of the measures and programs to protect residents of Fayette County as required by the Federal Emergency Management Agency (FEMA), is also responsible for ensuring protective measures are taken for residents in the event of an emergency event involving residents and animals;

WHEREAS, it has been proven in previous disasters that providing rescue, shelter, and care for animals improves the public safety of residents during a disaster;

WHEREAS, LFUCG has an MOU with the Lexington Humane Society/Lexington-Fayette Animal Care and Control for primary disaster animal shelter operations up to 100 animals;

WHEREAS, DEM and Parks are both divisions within LFUCG;

WHEREAS, DEM, Parks, LHS/LFACC, and FCEDB have coordinated mutual operations related to emergencies and disasters in the past, and the parties have indicated a willingness to continue and expand emergency operations;

NOW, THEREFORE, in consideration of mutual promises and covenants hereinafter set forth, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- In the event of an emergency or disaster in Fayette County requiring the sheltering of more than 100 animals OR that affects the safety and functionality of the primary shelter at the Lexington Humane Society/Lexington-Fayette Animal Care and Control, OR an emergency or disaster affecting another county and requiring the assistance of Fayette County, Parks, Lions Club and FCEDB agree to let the indoor horse arena, Lions Club Pavilion and the 4H Ag Expo Building (hereafter called facilities) located at Masterson Station Park serve as a backup or overflow facility for animal shelter operations.
- Animals requiring shelter may include horses, livestock, and/or household pets.

- FCEDB will:
  - Open and allow access to the 4H Ag Expo Building
- Lions Club will:
  - Open and allow access to the Lions Club Pavilion as available
  - Allow use of this facility for shelter staff needs and for storage of animal care supplies and food.
  - Allow use of this facility for housing the cat population contingent on animals being inside cages at all times and adequate protection of concrete floors (tarps, plastic, etc.) from animal waste and damage from caging units.
  - Allow use of this facility contingent on someone being present on site at all times.
  - Allow use of this facility contingent upon the facility being cleaned and restored to its original condition after emergency sheltering is no longer needed.
- LHS/LFACC will:
  - Provide animal sheltering of household pets at the locations listed above if the facility at 1600 Old Frankfort Pike has exceeded capacity or has been damaged rendering it unsuitable for animal sheltering operations
  - Manage relocation of animals sheltering operations from primary facility at 1600 Old Frankfort Pike to locations at Masterson Station listed above in this document
  - Agree to operate per MOU of 10/24/13, Resolution #564-2013
- Parks will:
  - Open and allow access to all three facilities
  - Provide water to the facilities
  - Assign personnel as liaison to DEM/shelter management
  - Assign personnel for oversight of the facilities
  - Provide access to power sufficient to run heaters, fans, lights, etc. in the facilities not to exceed the maximum power provision capability of the electric panels that serve the facility
  - Provide assistance with deployment of signage and other logistical supplies
  - Provide traffic control/parking assistance at Masterson Station Park as resources permit
  - Provide facility support (landlord support) to include heat, electric, plumbing, and other services as necessary and available
- DEM will:
  - Coordinate security and traffic control services necessary to direct movement of evacuees in and out of Masterson Station Park

- Provide all signage and public messaging related to animal sheltering operations
  - Investigate potential upgrades to existing infrastructure for the pre-staging of traffic barricades, supplies, communications equipment, etc.
  - Facilitate/coordinate complete command structure to conduct all operations
  - Coordinate Wi-Fi connection for shelter operations
- Each Party to this MOU agrees to provide the other Party with emergency phone numbers or designated personnel responsible for coordinating emergency operations at the three facilities at Masterson Station Park.
  - Parks, LHS/LFACC, Lions Club and FCEDB will document costs and expenses, including personnel, related to animal sheltering and submit those expenses to DEM.
  - LFUCG agrees to indemnify and hold harmless Lions Club for any personal injury or property damages as a result of LFUCG's use of the facility under this agreement, with the exception of any personnel injury or property damage caused by the willful conduct or negligence of any Lions Club employee, officer, director or member.
  - This MOU is valid until any party revokes the MOU with 30 days written notice to the other parties. The agreement may be revoked upon the request of any of the Parties signed hereto. This understanding shall not be modified, unless the Parties first agree to and approve such modifications in writing.

IN WITNESS THEREOF, this Memorandum of Understanding has been executed by and in behalf of the parties hereto as to the day and year first written:

M. Ferguson  
Signature  
MAC FERGUSON  
Printed Name  
PRESIDENT 2015-2016  
Title  
Lexington Lions Club  
Agency  
3-8-16  
Date

Nathan Bowling  
Signature  
Chief Nathan Bowling  
Printed Name  
Chief Officer  
Title  
LFACC  
Agency  
June 15, 2016  
Date

Signature

Printed Name

Title

Agency

Date

*Frank Penn*

Signature

*Frank Penn*

Printed Name

*Board chair*

Title

*Extension*

Agency

*7-15-16*

Date

Signature

Printed Name

Title

Agency

Date