

**Memorandum of Understanding**  
**Between the United States Attorney's Office, Eastern District of Kentucky and**  
**the Emergency Operations Center, Lexington-Fayette County Urban Government**

WHEREAS, the U.S. Department of Justice, acting through the United States Attorney for the Eastern District of Kentucky, and the Emergency Operations Center, Lexington-Fayette County Urban Government of Lexington, Kentucky recognize their responsibilities with regard to the safety and security of the general public in the district, in partnership with other federal, state, county, and local agencies, and recognize that close cooperation in the event of emergencies is essential.

NOW, THEREFORE, the parties to this Memorandum of Understanding agree to work together under its terms for the joint and mutual benefit of all parties concerned and of the general public.

1. Purpose.

This Memorandum of Understanding sets forth the mutual responsibilities and actions required to provide continuity relocation facility space and associated support on a short-term basis to the U.S. Attorney's Office (USAO) in the event of an emergency situation that disrupts its operating from its permanent office and a continuity facility is needed to continue to execute mission essential functions.

2. Authority.

This Agreement is authorized under the provisions of:

- National Security Presidential Directive (NSPD) 51, Homeland Security Presidential Directive 20, National Continuity Policy, dated May 4, 2007;
- Federal Continuity Directive 1, Federal Executive Branch National Continuity Program and Requirements, dated October 2012; and
- DOJ Order 1900.8, Justice Continuity and Occupant Emergency Program, dated January 31, 2011.

3. Mutual Responsibilities

A. Emergency Operations Center, Lexington-Fayette County Urban Government ("EOC")

In the event that the USAO activates its Continuity of Operations Plan and is required to operate from a facility other than its normal location on an emergency basis, EOC agrees to:

- Provide sufficient building space to accommodate a maximum of ten (10) individuals operating on a 24/7 basis for a period not to exceed fourteen (14) days and, if requested, allow the USAO to use existing telephones, fax machines and power for computers/printers, and any other electrically powered devices or equipment
- Provide the agreed-upon space to the USAO for emergency use not later than three (3) hours after notification that the space is needed. The pre-designated space shall be for the exclusive use of the USAO during the emergency, and other

normal emergency response or contingency requirements of the host will not alter this agreement.

- Provide access as required by the USAO for non-emergency purposes for periodic drills or exercises or to check pre-positioned equipment, contingent upon the USAO's submitting requests for such access telephonically or in writing at least 24 hours in advance.
- Allow the USAO, during an emergency, to bring to the site any and all items that are required to for its office/district operations and to preposition emergency supplies, equipment, or materials.
- Provide parking sufficient to meet the needs of the individuals utilizing the space, contingent on the requirements and availability of the host at the time the request is made.
- Provide the USAO with a list of designated points of contact for the administration of this Memorandum of Understanding who can be reached on a 24/7 basis in the event of an emergency.
- Allow the USAO, during an emergency, to install, at its cost, communications equipment and emergency supplies or equipment, e.g., power generators that may be needed to operate during said crisis.
- Provide the USAO with documents, briefings, and explanations of policies and procedures concerning day-to-day operations, security requirements, and emergency response procedures in effect at the provided facility.

#### B. USAO.

In the event that the USAO activates its Continuity of Operations Plan and is required to operate from the host's facility on an emergency basis, the United States Attorney agrees that:

- USAO personnel will abide by the security policies and procedures currently in place at the host entity's location.
- USAO personnel will not make any material modifications to the property without the host's consent.
- The USAO will reimburse the host party for any reasonable and eligible costs associated with damages to the facility structure, equipment and associated systems directly related to their use in support of the U.S. Attorney's operations.
- The USAO agrees to hold the host harmless for any accidental injuries to USAO personnel or damage to USAO equipment while its personnel may be operating at the facility pursuant to this agreement.
- To provide host with its points of contact for the administration of this MOU as well as a list of its personnel authorized access to the host's facility if needed for security access requirements.

#### 4. Rights and Benefits

Nothing in this agreement is intended to conflict with any current law or regulation or directives, diminish or otherwise affect the authority of any agency to carry out its statutory, regulatory, or other official functions, nor is it intended to create any right or benefit, substantive or procedural, enforceable by law by any party against the United States, its agencies or officers, state agencies or officers carrying out programs authorized under federal law, or any other person or entity. Nothing in this Agreement is intended to obligate funds of the parties involved except as specifically set forth herein.

#### 5. Administration

This agreement will become effective after once signed by approving authorities listed below. This Agreement may be modified by the mutual, written consent of both parties and the approving authorities. It may be cancelled at any time by mutual consent of the parties concerned. This agreement may also be cancelled by either party upon giving at least ninety (90) days' written notice to the other party. This agreement should be reviewed annually by each party.

#### 6. Termination

This Agreement, including any addendums, and as it may be modified with the consent of both parties, will remain in effect until terminated by one or both of the parties. Either party may terminate this Agreement by written notice given to the other party at least ninety (90) days in advance of the termination date.

#### 7. Liability

The parties shall each bear responsibility and liability for the consequences of the negligence or willful or wanton conduct, whether of omission or commission, on the part of its employees, officers, or invitees and shall cooperate fully with each other in investigating any such claims and in responding thereto. All provisions of the Memorandum of Understanding relating to liability, claims or damages of any nature whatsoever shall survive the termination of this Memorandum of Understanding.

Approved By:

\_\_\_\_\_  
Carlton S. Shier, IV  
Acting United States Attorney Eastern District of Kentucky  
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Ana Indovia  
Assistant Director, Facilities Management & Support Services  
\_\_\_\_\_  
(Date)

---

Mayor Jim Gray

On Behalf of the Emergency Operations Center, Lexington-Fayette County Urban Government

---

(Date)