



**Lexington-Fayette Urban County Government**  
Department of Public Safety  
Division of Emergency Management

Jim Gray  
Mayor

Ronnie Bastin  
Public Safety Commissioner  
Patricia L. Dugger, RS MPA  
Emergency Management Director

## MEMORANDUM

**TO:** Jim Gray, Mayor  
Urban County Council  
Sally Hamilton, CAO

**FROM:** Patricia L. Dugger, RS, MPA, Director DEM

**RE:** Memorandum of Understanding with Kentucky Horse Park

**DATE:** February 26, 2015

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Attached is a Memorandum of Understanding between the LFUCG and the Kentucky Horse Park for use of facilities for an emergency/disaster situation in regards to an event at the Bluegrass Army depot in Richmond KY. This understanding assigns areas of use and each parties responsibilities.

If you have any questions or need any additional information, please contact me at 425-2490.

Attachment

copy: Commissioner Ronnie Bastin, Public Safety

Account Executive:  
 Michael Husak  
 Phone: (866) 967-7510 ext:1722724  
 Cell Phone:  
 Fax: 7049451571  
 Email: [michael.husak@twcable.com](mailto:michael.husak@twcable.com)

Order# 4019110

<b>Business Name</b>			<b>Customer Type:</b>		
LFUCG-DIV OF DEM - OFFICE SHED					
<b>Federal Tax ID</b>		<b>Tax Exempt Status</b>		<b>Tax Exempt Certificate #</b>	
*****9999					
<b>Billing Address</b>					
<b>Attention To:</b>				<b>Account Number</b>	
150 E MAIN ST STE FLR 1 LEXINGTON KY 40507				1365842-01	
<b>Billing Contact</b>		<b>Billing Contact Phone</b>		<b>Billing Contact Email Address</b>	
Hazel Lambert Hatfield		859-425-2491		hlambert@lexingtonky.qov	
<b>Authorized Contact</b>		<b>Authorized Contact Phone</b>		<b>Authorized Contact Email Address</b>	
Pat Dugger		859-425-2490		pat@lexingtonky.qov	
<b>Technical Contact</b>		<b>Technical Contact Phone</b>		<b>Technical Contact Email Address</b>	
Doreen Birkholz				dbirkhol@lexingtonky.qov	

<b>Internet and Video Order Information For</b> 150 E MAIN ST STE FLR 1 LEXINGTON KY 40507	
<b>Service Type</b>	<b>Customer Requested Due Date</b>

IPs (Internet Addresses)

<b>Current Services and Monthly charges At</b> 150 E MAIN ST Unit STEFLR 1, LEXINGTON KY 40507			
Description	Quantity	Sales Price	Monthly Recurring Total
NVEM5	1	\$0.00	\$0.00
10M x 1.0M HSD - MTM	1	\$70.00	\$70.00
10M Internet Promotion	1	\$0.00	\$0.00
<b>*Total</b>			<b>\$70.00</b>

'Prices do not include taxes and fees.

<b>New and Revised Services and Monthly Charges At</b> 150 E MAIN ST Unit STE FLR 1, LEXINGTON KY 40507				
Description	Quantity	Sales Price	Monthly Recurring Total	Contract Term
5 Static IP	1	\$25.00	\$25.00	12 Months
<b>*Total</b>			<b>\$25.00</b>	

'Prices do not include taxes and fees.

**Special Terms**

The services, products, prices and terms identified on this Service Order constitute Time Warner Cable's offer to provide such services on such terms. Until Customer has accepted this offer by signing as appropriate below, Time Warner Cable reserves the right to rescind this offer at any time, at its sole discretion.

**Electronic Signature Disclosure**

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document. Customer acknowledges and agrees to be bound by the following documents posted at <http://business.twc.com/legal> which are incorporated herein by this reference: (1) the Time Warner Cable Business Class Terms and Conditions; and (2) as to the BC Mobile services, the Time Warner Cable Business Class Wireless Data Service Addendum ("Addendum"). Pursuant to the Addendum, the early termination fee shall be one hundred seventy five dollars (\$175.00).

\_\_\_\_\_  
**Authorized Signature for Time Warner Cable**

\_\_\_\_\_  
**Authorized Signature for Customer**

\_\_\_\_\_  
**Printed Name and Title**

Patricia Dugger, Director  
 \_\_\_\_\_  
**Printed Name and Title**

\_\_\_\_\_  
**Date Signed**

March 31, 2014  
 \_\_\_\_\_  
**Date Signed**

This Time Warner Cable Business Class Service Agreement ("**Service Agreement**") in addition to the Time Warner Cable Business Class Terms and Conditions ("**Terms and Conditions**") and any Time Warner Cable Business Class Service Orders (each, a "**Service Order**"), constitute the **Master Agreement** by and between customer identified below ("**Customer**") and Time Warner Cable ("**TWO**" or "**Operator**") and is effective as of the date last signed below.

## Time Warner Cable Information

Time Warner Cable Inc.	Contact: Michael Husak
Street: 1600 Dublin Rd	Telephone: (866) 967-7510 ext: 1722724
City: Columbus State: OH	Facsimile: 7049451571
Zip Code: 43212	

## Customer Information

<b>Customer Name (Exact Legal Name):</b> LFUCG - DIV OF DEM - OFFICE SHED			<b>Federal ID No:</b> *****9999	
<b>Billing Address:</b> 150 E MAIN ST	<b>Suite:</b> STE FLR 1	<b>City:</b> LEXINGTON	<b>State:</b> KY	<b>Zip Code:</b> 40507
<b>Billing Contact Name:</b> Hazel Lambert Hatfield	<b>Phone:</b> 859-425-2491		<b>E-mail:</b> hlambert@lexingtonky.gov	
<b>Authorized Contact Name:</b> Patricia Dugger	<b>Phone:</b> 859-424-2490		<b>E-mail:</b> patd@lexingtonky.gov	

## Agreement

THIS SERVICE AGREEMENT HEREBY INCORPORATES BY REFERENCE THE TERMS AND CONDITIONS (AVAILABLE AT [WWW.TWCBC.COM/LEGAL](http://WWW.TWCBC.COM/LEGAL)), A COPY OF WHICH WILL BE PROVIDED TO CUSTOMER UPON REQUEST. BY EXECUTING THIS SERVICE AGREEMENT BELOW, CUSTOMER ACKNOWLEDGES THAT: (1) CUSTOMER ACCEPTS AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS, INCLUDING SECTION 21 THEREOF, WHICH PROVIDES THAT THE PARTIES DESIRE TO RESOLVE DISPUTES RELATING TO THE TIME W ARNER CABLE BUSINESS CLASS SERVICES AGREEMENT THROUGH ARBITRATION; AND (2) BY AGREEING TO ARBITRATION, CUSTOMER IS GIVING UP VARIOUS RIGHTS, INCLUDING THE RIGHT TO TRIAL BY JURY.

By signing and accepting below you are acknowledging that you have read and agree to the terms and conditions outlined in this document.

### Electronic Signature Disclosure

<b>Authorized Signature for</b> Time Warner Cable Inc.	<b>Authorized Signature for Customer</b> LFUCG Division of Emergency Management
<b>By:</b>	<b>By:</b>
<b>Name (printed):</b>	<b>Name (printed):</b> Patricia Dugger
<b>Title:</b>	<b>Title:</b> Director
<b>Date:</b>	<b>Date:</b> March 31, 2014