

MEMORANDUM OF UNDERSTANDING

BETWEEN

**United States Department of Justice
Federal Bureau of Prisons
Federal Medical Center
Lexington, Kentucky**

AND

Lexington-Fayette Urban County Government

on behalf of the

Division of Fire and Emergency Services

For Reciprocal Fire Protection Assistance

Pursuant to relevant fire protection authority contained in 42 U.S.C. 1856a and 28 C.F.R. 0.96(1), this Memorandum of Understanding ("MOU" or "Agreement") is entered into between the United States Department of Justice ("DOJ") Federal Bureau of Prisons ("BOP") Federal Medical Center Lexington, Kentucky, ("BOP Institution") and the Lexington-Fayette Urban County Government on behalf of the Division of Fire and Emergency Service, Lexington, Kentucky ("Fire Fighting Agency"). The parties hereby agree as follows:

I. PURPOSE/SCOPE

- A. This Agreement is intended to define the parties' roles and responsibilities for reciprocal fire protection assistance when one agency's resources alone are, or may be, inadequate to maintain the safety and security of the public.
- B. As further described herein, all assistance to be provided by each party shall be immediate, short-term, and limited to operations that each party's staff are authorized to provide and for which they are trained and have expertise.
- C. This Agreement supersedes any prior agreement between the parties on this same subject.
- D. This Agreement shall not affect any pre-existing, independent relationship or obligation between the parties on any other subject, or with any third party.

II. RESPONSIBILITIES OF THE PARTIES

Each party shall:

- A. Provide to the other party certain firefighting response operations within the capabilities of the equipment and personnel available and following accepted firefighting procedures and techniques.
- B. Work together to develop appropriate operational procedures, including but not limited to, procedures for notifying each other of fire incidents requiring assistance, command structures, entry/exit procedures, and release protocols.
- C. Work together to prepare/execute appropriate after-action incident reports.

III. ANTI-DEFICIENCY ACT

- A. Nothing contained herein shall be construed to violate the Anti-Deficiency Act, 31 U.S.C. 1341, or relevant state law, by obligating the parties to any expenditure or obligation of funds in excess or in advance of appropriations.

IV. GENERAL PROVISIONS

A. PERIOD OF AGREEMENT/TERMINATION

- 1. This Agreement shall become effective upon the date of the last signature of both parties, as designated below, and shall remain in effect for five (5) years, unless terminated sooner by mutual written agreement or by either party upon 30 days advanced written notice to the other party.
- 2. This Agreement shall remain in effect during the term in office of any successor leadership of either party unless terminated or modified.

- B. **MODIFICATION PROCEDURES.** Either party may propose to modify this Agreement at any time. All proposed modifications shall be in writing and shall become effective only upon the written concurrence of both parties.

C. SURVIVAL AND SEVERABILITY

- 1. The provisions of this Agreement which require performance after termination of this Agreement shall remain in force notwithstanding termination of this

Agreement.

2. If any provisions of this Agreement are determined to be invalid or unenforceable, the remaining provisions shall continue in force and unaffected to the fullest extent permitted by law and regulation.

D. LIABILITY AND INDEMNIFICATION

1. Each party shall be responsible for any liability arising from its own conduct and retain immunities and all defenses available pursuant to federal and state law. Neither party agrees to insure, defend, or indemnify the other party.
2. Neither party shall seek compensation from the other party for any loss, damage, personal injury or death occurring in consequence of the performance provided by each party in implementing this Agreement.
3. Personnel dispatched with the responding agency shall remain employees of the responding agency, i.e. each agency is responsible for resolving claims from its own employees for injuries, deaths, or damage to employees or employee property that may occur during the fire incident response.
4. Each party shall cooperate with the other party in the investigation and resolution of administrative claims and/or litigation arising from conduct related to the provisions of this Agreement.

E. DISPUTE RESOLUTION. In the event of a dispute between the parties, the parties agree that they will use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other form of non-binding alternative dispute resolution (AADR) mutually acceptable of the parties.

F. THIRD PARTY CLAIMS. This Agreement is for the sole and exclusive benefit of the signatory parties, and shall not be construed to bestow any legal right or benefit upon any other persons or entities.

G. CONTACT INFORMATION. Each party shall provide to the other party, and update as necessary, a list of contact persons authorized to act as liaison with the other party and coordinate appropriate operational details. The list shall

include names, position titles, telephone numbers, and mailing/e-mail addresses.

At the time of signature, the parties have identified the following contact persons:

For the FMC Lexington:

Paul Johnston, Captain
FMC Lexington
Lexington, KY
(859) 255-6812, ext. 5155

For the Division of Fire and Emergency Services:

Scott Whitt, Assistant Chief
Lexington Fire Department
Lexington, KY
(859) 231-5602

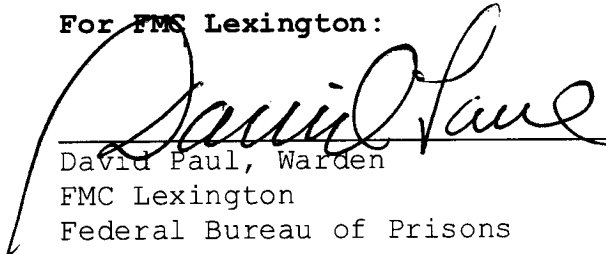
In Witness Whereof, the undersigned, duly-authorized officers hereby subscribe their names on behalf of the Federal Bureau of Prisons and the Lexington Fire Department.

For Lexington-Fayette Urban County Government:


Linda Gorton, Mayor
Lexington-Fayette Urban County Government
Lexington, KY

Date

For FMC Lexington:



David Paul, Warden
FMC Lexington
Federal Bureau of Prisons



Date

Approved:

Teresa Kennon, Chief
Field Acquisition Office
Federal Bureau of Prisons

Date