

MEMORANDUM OF AGREEMENT BETWEEN
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ON BEHALF OF THE
LEXINGTON DIVISION OF POLICE
AND
MILITARY POLICE COMPANY ALPHA (MP CO A)
FOR
RESPONSE ACTIONS OF WEAPONS STORAGE ALARM OR INTRUSTION DETECTION
SYSTEM

This is a Memorandum of Agreement (MOA) between Lexington-Fayette Urban County Government on behalf of the Lexington Division Police and Military Police Company Alpha. When referred to collectively, Lexington-Fayette Urban County Government and Military Police Company Alpha are referred to as the "Parties".

1. **BACKGROUND:** Lexington-Fayette Urban County Government and Military Police Company Alpha has had a similar agreement in effect in the past. This agreement is to revise and update the previous agreement.
2. **AUTHORITIES:** This MOA is authorized under the provisions of Marine Corps Order 5530.14A, The Marine Corps Physical Security Manual.
3. **PURPOSE:** To provide Military Police Company Alpha a rapid armed response unit in the event of a security breach of weapons and/or ammunition.
4. **RESPONSIBILITY OF THE PARTIES:**
 - 4.1. Lexington Division of Police
 - 4.1.1. Send an armed patrolman to Military Police Company Alpha, Armed Forces Reserve Center, within 10 minutes of a telephone or automatic notification of a reported activation of any alarm or intruder detection system.
 - 4.2. Military Police Company Alpha
 - 4.2.1. Provide Lexington-Fayette Urban County Government with correct information and paperwork security.
5. **PERSONNEL:** Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.
6. **GENERAL PROVISIONS:**
 - 6.1. **POINTS OF CONTACT:** The following points of contact will be used by the Parties to communicate in the implementation of this MOA. Each Party may change its point of contact upon reasonable notice to the other Party.

6.1.1. Lexington-Fayette Urban County Government

6.1.1.1. Primary: Assistant Chief Ron Compton – (859) 699-9379

6.1.1.2. Alternate: Commander Gregg Jones – (859) 576-3818

6.1.2. Military Police Company Alpha

6.1.2.1. Primary: Christopher Aldamuy, SSgt, 859-509-1017

6.1.2.2. Alternate: Michael Ray, GySgt

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to Lexington-Fayette Urban County Government, to

6.2.1. 150 E. Main St., Lexington, Kentucky, 40507

And, if to Military Police Company Alpha, to

6.2.2. 151 Opportunity Way, Lexington, KY, 40511 christopher.aldamuy@usmc.mil, and Michael.e.ray@usmc.mil.

Or as may from time to time otherwise be directed by the Parties.

6.3. REVIEW OF AGREEMENT: This MOA will be reviewed annually on or around the anniversary of its effective date for financial impacts and triennially in its entirety.

6.4. MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of Parties, duly signed by their authorized representatives.

6.5. DISPUTES: Any disputes relating to this MOA will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

6.6. TERMINATION OF AGREEMENT: This MOA may be terminated by either Party by giving at least 180 days [for MOAs involving reimbursement; use any appropriate number of days for MOAs not involving reimbursement] written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

6.7. TRANSFERABILITY: This MOA is not transferable except with the written consent of the Parties.

6.8. ENTIRE AGREEMENT: It is expressly understood and agreed that this MOA embodies the entire understanding between the Parties regarding the MOA's subject matter.

6.9. EFFECTIVE DATE: This MOA takes effect beginning on the day after the last Party signs.

6.10. EXPIRATION DATE: This MOA expires on August 20, 2015.

6.11. CANCELLATION OF PREVIOUS AGREEMENT: This MOA cancels and supersedes any previously signed MOAs.

AGREED:

Ronnie Bastin Date: 9-20-13
Ronnie Bastin, Chief, Lexington Division of Police

_____ Date: _____
Jim Gray, Mayor, Lexington-Fayette Urban County Government

_____ Date: _____
Christopher Katz, Inspector-Instructor, Military Police Company Alpha