

MEMORANDUM OF UNDERSTANDING
Inter-Agency Cooperation for Disaster Animal Care in Fayette County

This Memorandum of Understanding (MOU) is entered into this _____ day of _____, 2013 between the Lexington-Fayette Urban County Government (LFUCG), Lexington Humane Society (LHS) and Lexington-Fayette Animal Care and Control, LLC (LFACC). LHS and LFACC collectively referred hereinafter as the “Agencies.” LFUCG, LHS and LFACC collectively referred hereinafter as the “Parties” and individually as “Party.”

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 and as required by the Federal Emergency Management Agency (FEMA) or KRS, is also responsible for ensuring the county’s animal needs are addressed in the event of an emergency or disaster;

WHEREAS, LHS is a private, charitable, non-profit, tax-exempt 501(c)3 organization operating within a narrow budget providing expertise and knowledge in the care, housing, and protection of animals;

WHEREAS, LHS has an MOU with the American Humane Association to provide emergency shelter and care for a minimum of 100 displaced animals within 48 hours of an emergency or disaster event;

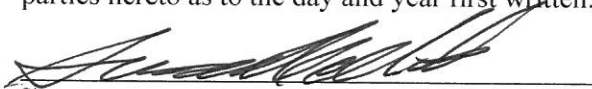
WHEREAS, LFACC is a fully-owned subsidiary of LHS and contracts to assist with or carry out the county’s everyday enforcement of animal laws; protection of animal life; and housing of stray, abandoned, and owner-relinquished pets through an annual contract agreement with LFUCG.

NOW, THEREFORE, in consideration of the 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:

- Parties will make every effort to address the care and shelter needs of animals in disaster, while also working to preserve animal life, limit animal suffering, and protect public health and safety by providing emergency care in the community. However, it is understood that the Parties may have resource limitations created by the emergency and they will also have core missions that will need to be protected and restored.
- As long as facilities located at 1600 Old Frankfort Pike are operational, Agencies will be responsible for the emergency temporary sheltering of up to 100 domestic household animals in the event of a declared emergency. Temporary housing may be refused for animals presenting an immediate or imminent danger to staff, volunteers, or other animals due to severe illness or behavioral concerns.
- LFUCG will be responsible for any animal decontamination prior to housing.
- Agencies will identify evacuated animals using standard I.D. collars and will attempt to photograph incoming animals when possible.
 - Evacuated animals whose owners are unknown will be housed in the shelter as strays for the legally required amount of time.
 - Animals with identified owners will be housed in the shelter, at no fee to the owners, for no longer than 10 days, based on the severity of the emergency. After which time, owners will be responsible for finding alternative housing or will be subject to standard boarding fees.
- LHS will accept overflow from the LFACC facility for stray and unowned animals to the extent space and resources are available.
- LHS will reprioritize workload as necessary to handle onsite animal care operations allowing LFACC to focus on field operations.

- LHS will invoice and receive payment from LFACC for any extraordinary expenses incurred or revenue lost from providing assistance to LFACC.
- LFACC will invoice and receive payment from LFUCG within 60 days of invoice for expenses incurred from providing disaster relief:
 - \$8.00 per evacuated animal per temporary housing day to cover basic expenses related to general animal care, boarding, identification, and documentation.
 - Over-time pay incurred with managing evacuated animals, managing increased numbers of Fayette County stray and unowned animals, and responding to emergency situations in the community.
 - Loss of revenue from reprioritization of services to handle disaster related activities (e.g. adoption fees, return-to-owner fees).
 - Salaries of key salaried staff members whose priorities will be redirected to emergency management.
- LFUCG will provide Agencies enough generators to operate facilities located at 1600 Old Frankfort Pike so that a standard level of operations can be maintained. LFUCG will also provide other emergency supplies to Agencies for use in disasters and releases Agencies from any damage to or loss of said supplies and equipment.
- Each Party to this MOU agrees to provide the other Party with emergency phone numbers of designated personnel responsible for disaster relief. This list will be provided annually and updated when needed.
- LFUCG enters into this agreement accepting that Agencies have limited resources (e.g. personnel, funds, supplies) and promises to support and defend Agencies from public scrutiny associated with any, perceived or real, inability to respond to a given situation.
- To the extent allowable by law, each Party agrees to indemnify and hold the other Party, its directors, officers, employees, and agents harmless from and against all third-party claims, damages, judgments, expenses (including reasonable attorneys' fees and costs of litigation) penalties, or liabilities arising out of negligent acts performed by the Party or acts performed at the Party's direction pursuant to this MOU. This is not deemed a waiver of sovereign immunity or any other third party defense available to the parties.
- 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 either of the Parties signed hereto. This understanding shall not be modified, unless the Parties first agree to and approve such modification 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.



 Signature

SUSAN MARCOMB

 Printed Name

PRESIDENT

 Title

LEADINGTON HUMANE SOCIETY

 Agency

8.14.13

 Date

 Signature

 Printed Name

 Title

 Agency

 Date