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MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNIVERSITY OF KENTUCKY ARMY ROTC

AND

THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT DIVISION OF PARKS AND
RECREATION

SUBJECT: University of Kentucky Army ROTC Usage of Hisle Farm Park

1. **PURPOSE.** This Memorandum of Understanding (MOU) is entered into by the parties, University of Kentucky Army ROTC ("UK Army ROTC") and Lexington-Fayette Urban County Government, Division of Parks and Recreation ("Parks and Recreation"). This MOU is provided to authorize, establish, and define mutual understanding and obligations between the parties. This MOU defines responsibilities for the University of Kentucky Army ROTC training facility usage of Hisle Farm Park for student/cadet training exercises. When referred to collectively, University of Kentucky Army ROTC and Lexington-Fayette Urban County Government Parks and Recreation Department are referred to as the "Parties".

2. UNDERSTANDINGS OF THE PARTIES:

4.1. The University of Kentucky Army ROTC:

4.1.1. **Safety.** UK Army ROTC understands that Hisle Farm Park is a natural area park which is primarily established for the recreational use of the public, including people and horses, and the preservation of flora and fauna. Safety is the priority for all applicable personnel, the public, and animals in compliance with all policies and guidelines of the respective organizations.

4.1.2. **Liability** Liability for the Army ROTC personnel will be provided by the United States Army. UK Army ROTC will provide a Memorandum for Record regarding Liability to Parks and Recreation before any activities begin.

4.1.3. UK Army ROTC will adhere to all rules and regulations as required by applicable laws, regulations and ordinances and as posted at Hisle Farm Park.

4.1.4. UK Army ROTC will use training aids to include, rubber rifles that do not have the ability to discharge any kind of ammunition or projectile. UK Army ROTC will not use any other weapons or weapon-like training aids or projectiles at any time.

4.1.5 UK Army ROTC will conduct training activities during regular park operating hours only. It will share a published training schedule outlining dates and times, and a description of all activities to be conducted for the school year with the Lexington-Fayette Urban County Government Parks and Recreation Department at least two weeks prior to the start of the Fall semester for approval by Parks and Recreation. Training is limited to one day per week for four hours. Any changes to the provided schedule must be provided in advance. No activities or changes can be conducted without prior approval of Parks and Recreation.

UK Army ROTC will provide Lexington-Fayette Urban County Government Parks and Recreation Department with a training report outlining the number of cadets trained each academic year at Hisle Farm Park. UK Army ROTC will provide additional information upon request.

4.1.6 During each training activity, UK Army ROTC will display temporary yard-style signs at both entrances of Hisle Farm Park and a banner sign on the horse board fencing to inform the public whenever cadets are conducting training. UK Army ROTC will provide the yard-style signs. Lexington-Fayette Urban County Government will provide the banner sign, working with UK Army ROTC for agreed upon design and content. UK Army ROTC will take all signs down at the conclusion of each training activity.

4.1.7 **Service Requirement.** UK Army ROTC requests to volunteer their time to conduct community improvement projects. UK Army ROTC will work with LFUCG to coordinate a project that best suits the community.

4.1.8 UK Army ROTC will permit Parks and Recreation to promote and communicate UK Army ROTC activities on its usual communication channels, including the Internet, website, newsletters and social media at its discretion.

4.2. The Lexington-Fayette Urban County Government Division of Parks and Recreation:

4.2.1. Parks and Recreation shall provide access to Hisle Farm Park during agreed upon times during regular park operating hours once per week during the academic year for official UK Army ROTC training at no cost.

4.2.2 Parks and Recreation will arrange two service activities per academic year, providing supervision and supplies for same.

4.2.3 Parks and Recreation shall assist in communicating training and service activities on its usual communication channels, including the Internet, website, newsletters and social media at its discretion.

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 MOU. Each Party may change its point of contact upon reasonable notice to the other Party.

6.1.1. For the University of Kentucky Army ROTC:

6.1.1.1 Primary: LTC Alan Overmyer, alan.r.overmyer@uky.edu

6.1.1.2. Alternate: MAJ Jared Harrelson, jared.b.harrelson@uky.edu

6.1.2. For the Lexington-Fayette Urban County Government Parks and Recreation Department

6.1.2.1. Primary: Adrienne Thakur, Deputy Director of Recreation, athakur@lexingtonky.gov

6.1.2.2. Alternate: Jennifer Hubbard, Superintendent of Natural Areas, jsanchez@lexingtonky.gov

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, if to the University of Kentucky Army ROTC to

6.2.1. 101 Barker Hall Lexington, KY 40506. jane.stockton@uky.edu

and, if to the Lexington-Fayette Urban County Government Division of Parks and Recreation to—

6.2.2. 469 Parkway Drive, Lexington, KY 40504, athakur@lexingtonky.gov.

6.3. FUNDS AND MANPOWER: This MOU does not commit funds, personnel or resources between the parties. Funding to support this MOU is the responsibility of the individual organizations.

6.4. MODIFICATION OF MOU: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually, and shall not automatically renew.

6.5. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, executive order, directive, or instruction, be resolved by consultation between the Parties.

6.6. TERMINATION OF UNDERSTANDING: This MOU may be terminated in writing at will by either Party.

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

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

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

6.10. EXPIRATION DATE: This MOU expires on July 1, 2026.

APPROVED:

FOR THE UK Army ROTC

FOR THE Lexington Fayette-Urban County
Government



30 APR 25

(Date)

(Date)