

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") is made and entered into this the day of August, 2025, (the "Effective Date") by and between the Fayette County Public Schools ("FCPS") and Lexington-Fayette Urban County Government ("LFUCG") (individually, each a "Party" and collectively, the "Parties").

RECITALS

1. LFUCG agrees to offer the use of its facility at 540 E Third St, Lexington, KY 40508, otherwise known as the Charles Young Center, to serve as an emergency shelter for students and staff of the Hub for Innovative Learning and Leadership ("HILL") in the event of an emergency. The activation of this understanding may include, but is not limited to, destructive weather and/or destruction of the HILL building from any event.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and for good and valuable consideration, the receipt, mutuality, and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Conditions of Use:** In the event that the leadership for the FCPS or the HILL declare an emergency that requires the evacuation of the HILL building located at 100 Midland Avenue, Lexington, Kentucky 40508, LFUCG agrees to provide the Charles Young Center as an emergency shelter, if formally requested, by FCPS. The use of said facility will not be contingent upon a declaration of emergency or disaster by the President of the United States or the Governor of the Commonwealth of Kentucky.
2. **Notification and Activation:** FCPS will request the use of said facility by contacting site management or the Commissioner of Department of Social Services in advance, if possible, either verbally or in writing. The requesting party will provide a formal written request within twenty-four (24) hours after commencing use of said facility.
3. **Facility Management:** FCPS will have the primary responsibility for the operation, custodial, and security of the part of the facility being used. The requesting party will designate a facility use coordinator to liaison with the site management and LFUCG leadership.
4. **Condition of the Site:** The facility use coordinator and LFUCG designee will jointly conduct a pre-occupancy survey of the facility before it is turned over to FCPS to determine any existing damage or conditions. LFUCG will identify and secure all equipment that FCPS should not use while operating in the facility. FCPS will exercise reasonable care while using the facility and will make no modifications to the facility without the express written approval of LFUCG.
5. **Security:** In coordination with LFUCG, the facility use coordinator, as they deem necessary and appropriate, will coordinate with law enforcement agency of both parties

regarding any public safety issues at the facility or in transport of students to the facility from the HILL.

6. **Services:** The use of said site will be limited to the use of rooms to shelter the students and staff of the HILL facility. LFUCG does not commit to providing staff, funding, equipment, supplies, or any service not stated in this Agreement to FCPS.
7. **Signage and Publicity:** FCPS may post signs identifying the location of its designated space at the Charles Young Center and will remove such signs if the HILL facility or the Charles Young Center is closed. FCPS will not issue press releases or other publicity concerning the use of the facility without the express written consent of LFUCG. FCPS will refer all media questions about the use of the facility to LFUCG.
8. **Cost and Reimbursement:** FCPS shall not have to pay for the use of the Charles Young Center as an emergency shelter for the HILL. LFUCG will not be liable for any failure to provide the use of said facility pursuant to this Agreement. The use of said facility will not be contingent upon receiving reimbursement from FCPS or other agencies.

FCPS will reimburse LFUCG for the following:

- a) **Damage to the Facility:** Reasonable wear and tear excepted, resulting from the operations by FCPS. Reimbursement for facility damage will be based on replacement at actual replacement value. FCPS will select from at least three reputable contractors for any work that must be performed. FCPS is not responsible for storm damage, or other damage, caused by the disaster that led to the evacuation of the HILL facility.
 - b) **Reasonable, actual out-of-pocket operation costs** including the cost of utilities to the extent that such costs would not have been incurred but for FCPS's use of the facility.
9. **Indemnification:** To the extent allowable by law, FCPS shall defend, hold harmless, and indemnify LFUCG against any legal liability, including reasonable attorney fees, in respect to bodily injury, death and property damage arising from the use of the facility by FCPS or its employees, agents, or students. This shall not be deemed a waiver of sovereign immunity or any other defense available to either party.
 10. **Termination:** Either party may terminate this Agreement by providing 30-day written notice to the other party in accordance with the notice requirements of this Agreement.
 11. **Notice:** All notices, requests, waivers, and other communications provided for in this Agreement shall be in writing, sent by First Class Mail to:

If to FCPS: Fayette County Public Schools
Attn:

If to LFUCG: Lexington-Fayette Urban County Government
Attn: Kacy Allen-Bryant
Commissioner of Department of Social Services

200 East Main Street
Lexington, KY 40507

12. **Choice of Law and Forum:** This Agreement shall be governed by the law of the Commonwealth of Kentucky without regard to its choice of laws or rules. Any action regarding the execution, interpretation, or performance of this Agreement shall be filed in a court of competent jurisdiction in Fayette County, Kentucky.
13. **Entire Agreement:** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior agreements, representations, and understandings of the Parties, whether written or oral.
14. **Term:** The respective duties, responsibilities, and commitments of the parties in this Agreement shall begin on the date this Agreement is signed by an authorized representative of both parties. The term of this Agreement is one year after this date to be automatically renewed every year except by written termination by either party. The parties agree that a 30-day notice shall be given prior to the termination of this Agreement.

SIGNATURES:



(SIGNATURE - FCPS)



(DATE)

(SIGNATURE - LFUCG)

(DATE)



JC 8/22/05

AD 8/22/05

NOT 8/22/05

Please fill out the entire form. Contracts sent to the John D. Price Building for signatures are subject to a 10-day turnaround. Please plan accordingly. Signed copies to be kept in the originating office.

AGREEMENT SUMMARY FORM

Person Sending Agreement to Legal: Lavrecia Williams / Jamaica Charters

Vendor Name/Number: LFUCG

Topic of Agreement: LFUCG - E. 3rd St.

Amount of Agreement: Ø Org: _____ Obj: _____ Proj: _____

Type of Agreement: _____

☐ Contract

☐ Purchase

☐ Grant

☒ MOU/MOA

Specifications:

☐ Related to Software (Requires Data Sharing Agreement)

○ If yes, Incident IQ ticket number _____

☐ Related to an Extended Field Trip Request
(Charter buses, out of town/overnight trips)

○ Extended Field Trip Request Sent On: _____

☐ Over \$40,000 (Requires Board Approval)

○ If yes, is this a grant? ☐ YES ☐ NO

○ If yes, was a bid/RFP solicited or do you have a determination number? ☐ YES ☐ NO

If yes, attach the determination sheet or bid/RFP tabulation sheet.

If no, contact the Purchasing Department.

☐ Do you need the original back? ☐ YES ☐ NO

*** An Executive Summary Form must accompany this form if the contract is over \$40,000. Contracts will not be added to the board agenda without a completed Executive Summary Form.**

Any contractor permitted access to school grounds on a regularly scheduled and continuing basis pursuant to a written agreement providing services directly to a student or students as part of a school-sponsored program or activity must submit to a national and state criminal history background check by the Department of Kentucky State Police and the Federal Bureau of Investigation and a Child Abuse and Neglect background check provided by the individual, from the Cabinet for Health and Family Services ("CHFS") stating the contractor is eligible to hire prior to beginning work.

Contractors must register at <https://dna.fcps.net/Contractors> before beginning work. For more information, please visit <https://www.fcps.net/contractors> or call the FCPS Application Center at (859) 381-4190.

PLEASE SEND ALL CONTRACTUAL AGREEMENTS TO:
EMILY PALMER OR CAROLINE HELLARD IN THE LEGAL OFFICE