

MEMORANDUM OF AGREEMENT
Inter-Agency Cooperation for Emergency Notifications for Fayette County

This Memorandum of Agreement (MOA) is entered into this 7 day of February, 2015 between the Lexington-Fayette Urban County Government (LFUCG) and the North Nicholasville Property Owners Association d/b/a Lexington Community Radio (LCR) collectively referred hereinafter as the "Agencies." LFUCG and LCR 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) and/or KRS 39, is responsible for notifying the public of an impending or existing emergency or disaster;

WHEREAS, LCR is a private, non-profit organization operating within a narrow budget to provide English and Spanish-language radio programming to populations living and working in the downtown area of Lexington;

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 need for continuing education of citizens regarding emergency preparedness activities in the community through regularly scheduled long and short-form programming. This educational content will include topics relevant to the Chemical Stockpile Emergency Preparedness Program (CSEPP).
- LCR will include in its programming on all broadcast stations and live Internet webcasting services 24 hours a day/seven days a week emergency alerts and warnings made available via the NOAA All-Hazards Weather Radio, the Integrated Public Alert and Warning System (IPAWS) for Fayette County and directly from the Lexington-Fayette Urban County Government. These watches, warning, alerts and advisories shall include but not be limited to severe thunderstorm warnings, tornado watches and warnings, blizzard warnings, civil emergency messages, local area emergency messages and civil danger warnings. LCR station personnel will monitor local news and information broadcasts during times of an emergency to ensure that all appropriate alert and warning messages are broadcast.
- In order to facilitate the emergency programming on both stations, the Parties will work together to make sure that all necessary equipment for reception of emergency broadcasts is purchased, installed and maintained in proper working order. LFUCG will provide two emergency messaging platforms (also known as DASDEC Radio Encoder/Decoder or Digital ENDEC) to LCR for installation at the appropriate station facility at a cost not to exceed \$2500 for each unit. LCR will be responsible for any installation and usual and customary maintenance costs for these units.
- Each Party to this MOA 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 MOA. This is not deemed a waiver of sovereign immunity or any other third party defense available to the parties.

- This MOA is valid until any party revokes the MOA 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 Agreement has been executed by and in behalf of the parties hereto as to the day and year first written.

Debra A. Hensley
Signature

Signature

Debra A. Hensley
Printed Name

Printed Name

President
Title North Nicholasville Road Property
owners Association, Inc. d/b/a
Lexington Community Radio
Agency

Title

Agency

February 7, 2015
Date

Date