

Lexington - Fayette County

Memorandum of Agreement For The Use of Facilities During Emergencies

This document is a Memorandum of Agreement (MOA) between the Lexington Fayette Urban County Government (LFUCG) and the organization named below. Incidents which could lead to the activation of this facility include destructive weather, sustained power outages, infectious disease outbreaks, and evacuations into Fayette County from other jurisdictions, or other similar catastrophic emergencies. Specific uses of the facility will be agreed to in advance between the LFUCG and the organization listed below. Additionally, the organization agrees to let LFUCG use the facility for exercise purposes on a "not to interfere" basis, as determined by the organization.

Contact Information

List the name of the organization, the facility or facilities to be used during a medical disaster, and contact information.

Organization	Lexington Center Corporation
Facility or Facilities	Lexington Center
Physical Address	430 W Vine Street
Mailing Address (If Different)	
Primary Contact Person	Carl Hall
Primary Emergency Telephone	859-233-4567
Secondary Emergency Telephone	David Herald
Number	859-233-4567 EXT 3261
Email address	dherald@lexingtoncenter.com

Memorandum of Agreement For The Use of Facilities During Disasters

MEMORANDUM OF AGREEMENT

WHEREAS, destructive weather, outbreaks of infectious diseases, terrorist attacks and other catastrophic disasters could potentially occur and threaten the live, property and health of Lexington-Fayette County and/or the surrounding area, and which could require mass sheltering, mass prophylaxis, medication and or equipment/supplies dispensing, reception of evacuees and/or other measures necessary to reduce or prevent injury or loss of life; and

WHEREAS, disasters could potentially result in a significant number of victims that could overwhelm the LFUCG and non-profits and private partners would be need to prove vital service to those who are affected; and

WHEREAS, the Mayor of the Lexington Fayette Urban County Government (LFUCG), by declaring a state of emergency under KRS 39 39A.100(2), has authority for all emergency operations within the county in cooperation with other authorities,

NOW, THEREFORE, in consideration of the above recitals and covenants contained herein, the parties hereto agree as follows:

1. **Conditions of Use:** In the event that the Mayor declares a state of emergency and upon request by the Mayor, followed in writing within 24 hours, said organization, in its reasonable discretion, will determine what portion of the Facilities named in this document, if any, will be made available to LFUCG for use as a site(s) for sheltering, point of dispensing ("POD") for mass prophylaxis, medication dispensing, equipment and supplies warehousing, reception of evacuees and/or other measures necessary to reduce or prevent injury or loss of life, taking into consideration previously scheduled activities in the Facilities, potential damage to the Facilities used and potential damages to the Mall Area and Hotel adjacent to and part of the Facilities.
2. **Shelter Management:** If a portion of the Facilities will be used for shelter, the LFUCG will assume responsibility for and assign responsibility for the operation of portions of the Facilities used as shelter to the American Red Cross, who will designate an official with shelter experience as the "Shelter Manager". The Shelter Manager will manage the shelter operations at the Facilities under the direct supervision and oversight of a Facility Coordinator designated by the Owner.
3. **Point of Dispensing:** If a portion of the Facilities will be used for a Point of Dispensing ("POD"), the LFUCG will assume responsibility for the operation of a POD to distribute food, water, supplies, etc. from a portion of the Facilities and will designate an official, experienced with such dispensation ("POD Manager"), to oversee such dispensing activities, including managing participating support agencies and volunteers operating under the auspices of the LFUCG. The POD Manager will manage the dispensing activities under the supervision and oversight of a Facility Coordinator designated by the Owner.
4. **Reception of Evacuees:** If any portion of the Facilities will be used for operating a reception location, the LFUCG will assume responsibility for and will assign responsibility for operating the reception location to an experienced LFUCG official as the Reception Site Manager. The Reception Site Manager will manage the Reception Site under the supervision and oversight of a Facility Coordinator designated by the Owner.
5. **Condition of Facility:** The Facility Coordinator and Shelter Manager, POD Manager, and Reception Site Manager, as the case may be, will jointly conduct a pre-occupancy survey of a/those portion(s) of the Facilities to be used before it is turned over to the LFUCG to determine any existing damage or conditions. The Facility Coordinator will identify and secure all equipment and areas of the Facilities that the LFUCG shall not use while operating the Facilities. The LFUCG will exercise reasonable care while using the Facilities and will make no modifications to the Facilities without the express written approval of the Owner.

Memorandum of Agreement For The Use of Facilities During Disasters

6. **Security:** The LFUCG shall provide on site an adequate number of law enforcement officers, no less than two (2), at all times during which the LFUCG is using any portion of the Facilities. The Owner shall also provide security as it reasonably determines will be needed during any such occupancy and use and the Owner shall be reimbursed by the LFUCG for any such costs incurred.
7. **Services:** The use of said Facilities will be limited to the use of rooms, loading docks for distribution and storage, restrooms, and parking facilities on the premises, and other uses as may be stipulated elsewhere in this agreement. The Owner may also provide traffic management on site and other supporting staff if those resources are available. Owner does not commit to providing staff, funding, equipment, supplies, or any service not stated in this agreement to the LFUCG, its agencies or separate agencies activated as part of its emergency operation plan. Owner may allow in its discretion the use of the Facilities for the following purposes (check all that apply):
- ___ Shelter
- ___ Point of Distribution
- ___ Reception site for evacuees
8. **Signage and publicity:** The LFUCG may post signs identifying the location of any shelter, POD or relocation center in locations approved by the Facility Coordinator and will remove such signs when the Facilities are closed. The Owner will not issue press releases or other publicity concerning the use of the Facilities without the express written consent of the LFUCG. The Owner will refer all media questions about the use of the Facilities during a disaster to the LFUCG
9. **Custodial Services:** Upon request by the LFUCG and if such resources exist and are available, the Owner will make its custodial resources, including supplies and custodial workers, available to provide cleaning and sanitation services at the Facilities. The Facility Coordinator will direct the provision of cleaning and sanitation services in cooperation with the LFUCG representative.
10. **Cost and Reimbursement:** The LFUCG, its various agencies or separate agencies activated as part of its emergency operation plan, shall pay the cost for the use (cost specific to the use of area of site only) if used during the period in which a declaration of emergency exists. Said organization will not be liable for any failure to provide the use of said site(s) pursuant to this agreement. The use of said site(s) will be contingent upon receiving reimbursement from the LFUCG or other agencies.

The LFUCG will promptly reimburse the Lexington Center Corporation for the following:

- a. Damage to the Facilities or other property of the Owner, reasonable wear and tear excepted, resulting from the operations of the LFUCG. Reimbursement for Facilities damage will be based on replacement at actual cash value. The Owner will select from among at least three reputable contractors. The LFUCG is not responsible for storm damage or other damage caused by the disaster.
- b. Damage to the Owner's tenant space and lost income incurred by Owner tenants, reasonable wear and tear excepted, resulting from the use by and operations of LFUCG at the Facilities. Damages will be based on replacement at actual cash value and lost income will be based on the average net income during the prior month before the declaration of the emergency. The LFUCG is not responsible for storm damage or other damage caused by the disaster.
- c. Damages incurred by the Owner resulting from the cancellation of scheduled events due to the Facilities being used by the LFUCG.

Memorandum of Agreement For The Use of Facilities During Disasters

- d. Reasonable costs associated with custodial personnel which would not have been incurred but for the LFUCG's use of the Facilities. The LFUCG will reimburse at per-hour, straight-time rate for wages actually incurred but will not reimburse for (i) overtime or (ii) costs of salaried staff.

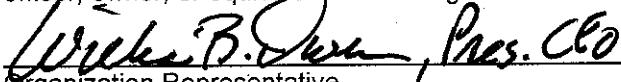
- e. Reasonable, actual out-of-pocket operational costs including the cost of the utilities indicated below and security, to the extent that such costs would not have been incurred but for the LFUCG's use of the Facilities (both parties must initial all utilities to be reimbursed by the LFUCG): This may be determined on a case by case basis.

	Owner initials	LFUCG initials
Water	_____	_____
Gas	_____	_____
Electricity	_____	_____
Waste Disposal	_____	_____

11. **Term:** The respective duties, responsibilities, and commitments of the parties in this agreement shall begin on the date this agreement is signed by the parties. The term of this agreement is one year after this date to be automatically renewed every year except by written termination of a party. The parties agree that a 30-day notice shall be given prior to the termination of this agreement.

Signatures

IN WITNESS THEREOF, this agreement has been duly executed and approved by the Mayor of the Lexington Fayette Urban County Government or designated representative and the chief executive officer, owner, or equivalent of said organization.

 Organization Representative	_____	Mayor
<u>4-28-2016</u> Date	_____	Date