

MEMORANDUM OF UNDERSTANDING
Interagency Cooperation for Chemical Stockpile Emergencies in
Fayette County

This Memorandum of Understanding (MOU) is entered into this 14th day of March 2015 between the Lexington-Fayette Urban County Government (LFUCG), and the Kentucky Horse Park (KHP). KHP is referred hereinafter as the "Agency." LFUCG and KHP 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 as required by the Federal Emergency Management Agency (FEMA), is also responsible for ensuring protective measures are taken for citizens in the event of an accident at the Bluegrass Army Depot chemical stockpile;

WHEREAS, KHP is a state government agency within the Tourism, Arts and Heritage Cabinet;

WHEREAS, KHP and LFUCG have coordinated mutual operations related to special events at KHP in the past, and the parties have indicated a willingness to continue and expand emergency cooperation;

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:

- In the event of a declared emergency in Fayette County resulting from an accident at the Bluegrass Army Depot chemical stockpile, the parties agree to make every effort to address the care and safety of individuals dislocated as the result of such an event.
- KHP will provide adequate spaces, to the greatest extent possible, for LFUCG to conduct reception activities, medical triage of persons and animals, and/or decontamination of persons, animals and vehicles, sheltering of persons and animals, and Press operations.
- These spaces will include:
 - Parking areas for dislocated individuals being processed by the LFUCG. This space may be an improved or unimproved surface.
 - Access to fire hydrants on KHP property.
 - Space large enough to support LFUCG mobile assets which will conduct all field operations.

- Space suitable to establish animal decontamination operations and animal shelter operations.
 - Indoor space large enough to accommodate processing of up to several thousand evacuees. The Alltech Arena has been identified as the optimum location to conduct these operations.
 - Access to power sufficient enough to run heaters, fans, lights, etc. in the decontamination and medical triage areas.
 - Access to the KHP in order to conduct an annual field training exercise, normally scheduled in September.
 - Access to Wi-Fi networks active on the KHP.
 - Assistance with deployment of signage and other logistical supplies.
 - Traffic control assistance on KHP grounds.
- LFUCG will provide the following:
 - All security and traffic control services necessary to direct movement of evacuees in and out of the KHP. This includes checkpoints at the main entrance to the KHP.
 - All signage and public messaging related to CSEPP operations.
 - Potential upgrades to existing infrastructure and equipment for the pre-staging of traffic barricades, supplies, communications equipment, etc.
 - Complete command structure to conduct all operations.
- KHP will invoice and receive payment from LFUCG for any expenses and lost revenue incurred while supporting LFUCG operations, unless deemed more appropriate/efficient for KHP to file reimbursement claims through normal state cabinet procedures, or directly to the U.S. Army.
- Each Party to this MOU agrees to provide the other Party with emergency phone numbers of designated personnel responsible for coordinating emergency operations on the KHP.
- LFUCG enters into this agreement accepting the 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 attorney's fees and costs of litigation), penalties, or liabilities arising out for 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 party. 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.

- Notice to the KHP shall be sent to:

The Kentucky Horse Park
 attn.: Office of the Executive Director
 4089 Iron Works Parkway
 Lexington, KY 40511

- Notice to the LFUCG shall be sent to:

Lexington-Fayette Urban County Government
 attn.: Office of the Mayor
 200 East Main Street
 Lexington, KY 40507

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

Darren Ripley
 Printed Name

Deputy Executive Director
 Title

Kentucky Horse Park
 Agency

2-2-15
 Date


 Signature

JIM GRAY
 Printed Name

 Mayor

 Agency LFUCG

5-8-15
 Date