

MEMORANDUM OF AGREEMENT BETWEEN
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT ON BEHALF OF THE
LEXINGTON DIVISION OF POLICE
AND
ALPHA COMPANY, 4TH LAW ENFORCEMENT BATTALION (A CO)
FOR
RESPONSE ACTIONS OF WEAPONS STORAGE ALARM OR INTRUSION DETECTION
SYSTEM

This is a Memorandum of Agreement (MOA) between Lexington-Fayette Urban County Government on behalf of the Lexington Division of Police and Alpha Company, 4th Law Enforcement Battalion. When referred to collectively, Lexington-Fayette Urban County Government and Alpha Company, 4th Law Enforcement Battalion are referred to as the "Parties".

1. **BACKGROUND:** Lexington-Fayette Urban County Government and Alpha Company, 4th Law Enforcement Battalion has had a similar agreement in effect in the past. This agreement is to revise and update the previous agreement.

2. **AUTHORITIES:** This MOA is authorized under the provisions of Marine Corps Order 5530.14A, the Marine Corps Physical Security Manual.

3. **PURPOSE:** To provide Alpha Company a rapid response unit in the event of a security breach of weapons and/or ammunition.

4. **RESPONSIBILITIES OF THE PARTIES:**

4.1. Lexington Division of Police

4.1.1. Send an armed patrolman to Alpha Company, Armed Forces Reserve Center, within 10 minutes of a telephone or automatic notification of a reported activation of any alarm or intruder detection system.

4.2. Alpha Company, 4th Law Enforcement Battalion

4.2.1. Provide Lexington-Fayette Urban County Government with correct information and paperwork security.

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

6.1.1. Lexington-Fayette Urban County Government

6.1.1.1. Primary: Assistant Chief Melissa Sedlaczek – (859) 258-3536

6.1.1.2. Alternate: Commander Chad Bacon – (859) 258-2371

6.1.2. Alpha Company, 4th Law Enforcement Battalion

6.1.2.1. Primary: Captain Nicholas Norville – (859) 254-8704 ext. 205

6.1.2.2. Alternate: Gunnery Sergeant Matthew O'Connell – (859) 254-8704 ext. 216

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOA will be addressed, if to Lexington-Fayette Urban County Government, to

6.2.1. 150 E. Main St., Lexington, Kentucky, 40507

And, if to Alpha Company, 4th Law Enforcement Battalion, to

6.2.2. 151 Opportunity Way, Lexington, KY 40511, nicholas.norville@usmc.mil, and matthew.oconnell@usmc.mil.

Or as may from time to time otherwise be directed by the Parties.

6.3. REVIEW OF AGREEMENT: This MOA will be reviewed annually on or around the anniversary of its effective date for financial impacts, and triennially in its entirety.

6.4. MODIFICATION OF AGREEMENT: This MOA may only be modified by the written agreement of Parties, duly signed by their authorized representatives.

6.5. DISPUTES: Any disputes relating to this MOA will, subject to any applicable law, Executive order, directive, or instruction, be resolved by consultation between the Parties or in accordance with DoDI 4000.19.

6.6. TERMINATION OF AGREEMENT: This MOA may be terminated by either Party by giving at least 180 days [for MOAs involving reimbursement: use any appropriate number of days for MOAs not involving reimbursement] written notice to the other Party. The MOA may also be terminated at any time upon the mutual written consent of the Parties.

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


6.8. ENTIRE AGREEMENT: It is expressly understood and agree that this MOA embodies the entire understanding between the Parties regarding the MOA's subject matter.

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

6.10. EXPIRATION DATE: This MOA expires three years from the effective date.

6.11. CANCELLATION OF PREVIOUS AGREEMENT: This MOA cancels and supersedes any previously signed MOAs.

AGREED:

 Date: 1/3/19
Lawrence Weathers, Chief, Lexington Police Department

 Date: JAN 3 1 2019
Linda Gorton, Mayor, Lexington-Fayette Urban County Government

 Date: 20190131
Nicholas Norville, Inspector-Instructor, Alpha Company, 4th Law Enforcement Battalion

