

ATCC-GGK-YUK

MEMORANDUM OF UNDERSTANDING BETWEEN
THE UNIVERSITY OF KENTUCKY ARMY ROTC

AND

THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT PARKS AND RECREATION
DEPARTMENT

SUBJECT: University of Kentucky Army ROTC Usage of Hisle Farm Park

1. Purpose. This Memorandum of Understanding (MOU) is entered into by the Parties, University of Kentucky Army ROTC (UK Army ROTC) and Lexington-Fayette Urban County Government (LFUCG)). This MOU is provided to authorize, establish, and define a mutual understanding between the Parties regarding the use of Hisle Farm Park for ROTC training.

2. BACKGROUND: The UK Army ROTC conducts its leadership lab and military training at Hisle Farm Park during the academic year, in order to prepare cadets as future Army officers. The Hisle Farm Park serves as the primary classroom location to support American Military Science 250 and 350 UK courses.

3. GOALS:

a. Establish an enduring relationship for the mutual benefit of both UK Army ROTC and LFUCG.

4. UNDERSTANDINGS OF THE PARTIES:

4.1. The UK Army ROTC:

4.1.1. Will hold safety as the number one priority for all training participants and others using the park during trainings.

4.1.2. Will be responsible for all funding required to conduct the training at the park. The UK Army ROTC will not pay LFUCG for use of the park.

4.1.3. Will not hold LFUCG liable for injury or claims of Army ROTC personnel arising from their participation in the trainings at the park in accordance with Kentucky Revised Statute (KRS) 411.190.

4.1.4. Will adhere to all rules and regulations posted at Hisle Farm Park.

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4.1.5. Will coordinate and arrange for all non-routine training at the park well in advance of the training date. Routine training and academic instruction is conducted at Hisle Park during the academic semester on Wednesdays from 3:30pm to 5:30pm.

4.1.6. Will use safe training aids, including rubber rifles that do not have the ability to discharge any kind of ammunition.

4.1.7. Will provide 40 man-hours of volunteer assistance at Hisle Park on a mutually agreed upon date(s) that does not conflict with academic requirements.

4.1.8. Will maintain the land navigation course, consisting of 36 metal fence posts with a numbered marker.

4.2. The LFUCG Division of Parks and Recreation:

4.2.1. Will provide access to Hisle Farm Park during normal hours for official UK Army ROTC training.

4.2.2. Will not charge the UK Army ROTC for use of the Hisle Farm Park for training.

4.2.3. Will consider and approve reasonable UK Army ROTC requests to conduct training at the park outside of the normal park hours.

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

6.1.1. For the UK Army ROTC

6.1.1.1 Primary: Captain Travis Fugate at travis.fugate@uky.edu

6.1.1.2. Alternate: Captain Jared Harrelson at jha280@uky.edu

6.1.2. For the LFUCG Division of Parks and Recreation

6.1.2.1. Primary: _____

6.1.2.2. Alternate: _____

6.2. CORRESPONDENCE: All correspondence to be sent and notices to be given pursuant to this MOU will be addressed, if to the UK Army ROTC to

6.2.1. 101 Barker Hall Lexington, KY 40506. wbrooks@uky.edu

and, if to the Division of Parks and Recreation to:

6.2.2. [insert mailing address and e-mail address]

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6.3. COMMITMENT OF FUNDS: This MOU does not document nor provide for the exchange of funds between the Parties nor does it make any commitment of funds or resources.

6.4. MODIFICATION OF MOU: This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed annually on or around the anniversary of its effective date, and triennially in its entirety.

6.5. DISPUTES: Any disputes relating to this MOU will, subject to any applicable law, executive order, directive, or instruction, be resolved by consultation between the Parties.

6.6. TERMINATION OF UNDERSTANDING: This MOU may be terminated in writing at will by either Party.

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

6.8. ENTIRE UNDERSTANDING: It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter.

6.9. EFFECTIVE DATE: MOU takes effect on the day after the last Party signs.

6.10. EXPIRATION DATE: This MOU expires on 01 January 2025.

APPROVED:

FOR THE UK Army ROTC

FOR THE
Lexington-Fayette Urban County Government

KYLE R. YATES
LTC, SC
Professor of Military Science

(Date)

(Date)