

## **Memorandum of Understanding**

This Memorandum of Understanding is made on **November 23, 2022** by, and between Elizabethtown Independent Schools, of 219 Helm Street, Elizabethtown, KY 42701 and **Memorial Methodist Church of Elizabethtown, KY located at 631 N Miles St., Elizabethtown, KY 42701** for the purpose of achieving the various aims and objectives relating to the *Evacuation Site* in case of Emergency Evacuation of EIS Schools (the "Project")..

WHEREAS Elizabethtown Independent Schools and **Memorial Methodist Church** desire to enter into an agreement in which Elizabethtown Independent Schools and **Memorial Methodist Church** of Elizabethtown Kentucky will work together complete this project;

AND WHEREAS Elizabethtown Independent Schools and **Memorial Methodist Church** are entering into a Memorandum of Understanding between them setting out the working arrangements that each of the partners agree are necessary to complete this project.

### **Purpose:**

The purpose of this MOU is to provide the framework for any future binding contract regarding the Evacuation Site in case of Emergency Evacuation of EIS Schools between Elizabethtown Independent Schools and **Memorial Methodist Church** .

### **Obligations of the Partners:**

The partners acknowledge that no contractual relationship is created between them by this memorandum, but agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of this project and to demonstrate financial, administrative and managerial commitment to the project by means of the following individual services.

### **Cooperation:**

The activities and services for the project shall include, but not limited to:

- a. Services to be rendered by Elizabethtown Independent Schools include:
  1. Work closely with church administrators and officials to communicate all the details surrounding the reunification process.
  2. Provide support to the church as requested and needed.
  3. Provide supervision of students during reunification.
  4. Provide School Resource Officers as available to secure safety and security of the facility.

- b. Services to be rendered by **Memorial Methodist Church** include:
1. Provide evacuation location for EIS students and staff members.
  2. Provide building and campus facilities for pick-up.
  3. Provide rooms to place students, until they can be picked.
  4. Provide tables for EIS Evacuation Staff.
  5. Provide Wi-Fi and phones for EIS Evacuation Staff to use.
  6. Work closely with the EIS Administration to secure safe evacuation for students and staff.

**Resources:**

The partners will endeavor to have final approval and secure any financing necessary to fill their individual financial contributions at the start of the planning for the development of this MOU.

**Liability:**

No liability will arise or be assumed between the partners as a result of this memorandum.

**Term:**

the arrangements made by the partners by this MOU shall remain in place from November 23, 2022 to January 1, 2028. The term can be extended only by agreement of all the partners.

**Notice:**

Any notice or communication required or permitted under this MOU shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**Governing Law:**

This MOU shall be construed in accordance with the laws of the Commonwealth of Kentucky.

**Amendment:**

This MOU may be amended or supplemented in writing, if the writing is signed by the party obligated under this MOU.

**Understanding:**

It is mutually agreed upon and understood by and among the partners of this MOU that:

- a. Each partner will work together in a coordinated fashion for the fulfillment of this project.
- b. In no way does this agreement restrict involve Partners from participating in similar agreements with other public or private agencies, organizations, and individuals.
- c. To the extent possible, each partner will participate in the development of this project.

- d. Nothing in this MOU shall obligate any partner to the transfer of funds. Any endeavor involving reimbursement or contribution of funds between the partners of this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the partners involved and shall be independently authorized by appropriate statutory authority. This memorandum does not provide such authority.
- e. This MOU is not intended to and does not create any right, benefit, or trust responsibility.
- f. This MOU will be effective upon the signature of both partners.
- g. Any partner may terminate its participation in this MOU by providing written notice to the other partner.

The following Partners support the goals and objectives of the Evacuation Site Project in case of an Emergency Evacuation of any EIS School:

**Signatures:**

This agreement shall be signed on behalf of Elizabethtown Independent School and on behalf of **Memorial Methodist Church**.

This agreement shall be effective upon signatures of both parties through January 1, 2028.

 \_\_\_\_\_ Date: 12/5/22  
Elizabethtown Independent Schools

Printed Name: Travis Gay

 \_\_\_\_\_ Date: 12-5-22  
**Memorial Methodist Church**  
**270-769-7331**

Printed Name: Neil Jones

