

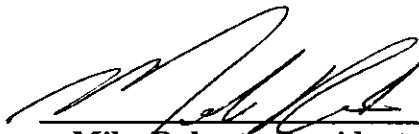
**ORDER: ACCEPT MEMORANDUM OF UNDERSTANDING WITH CAMP LAKE  
STEPHENS AS AN EMERGENCY SHELTER SITE**

Motion was made by David Rikard, duly seconded by Brent Larson, to accept Memorandum of Understanding with Camp Lake Stephens as Emergency Shelter Site.

The vote on the motion was as follows:

Supervisor Brent Larson, voted yes  
Supervisor Larry Gillespie, voted yes  
Supervisor David Rikard, voted yes  
Supervisor Chad McLarty, voted yes  
Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 6<sup>th</sup> day of February, 2023.

  
\_\_\_\_\_  
**Mike Roberts, President  
Board of Supervisors**  
\_\_\_\_\_  
**Sherry Wall, Chancery Clerk**



## Memorandum of Understanding

Lafayette County seeks to provide assistance to individuals, families and communities when disasters strike. Facility owners who permit Lafayette County to use their buildings as shelters and other service delivery sites for disaster victims aid Lafayette County in providing this assistance. This agreement is between Lafayette County and a facility owner ("Owner") so Lafayette County can use the facility to provide services during a disaster. This agreement only applies when Lafayette County requests use of the facility and is managing the activity at the facility.

### PARTIES AND FACILITY

#### Owner:

Full Name of Owner	Camp Lake Stephens
Address	117 Camp Lake Stephens Drive, Oxford, MS 38655
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Russ Polsgrove, Director 662-234-3350 662-397-5300
Address for Official Notices (only if different from above address)	

#### Lafayette County:

Responsible Agency	Lafayette County Emergency Management
Address	72 F. D. Buddy East Pkwy, Suite 102 Oxford, MS 38655
24-Hour Point of Contact Name and Title Work Phone Cell Phone	Steve Quarles, Director of Emergency Management 662-234-5667 662-816-3821
Address for Official Notices (only if different from above address)	300 N Lamar Blvd Oxford, MS 38655

#### Facility:

Insert name and complete street address of building or, if multiple buildings, write "See attached facility list," and attach facility list, including complete street address of each building that is part of this agreement. If Lafayette County will use only a portion of a building, then describe the portion of the building that Lafayette County will use.
See attached facility list. Cabins 1-24 Lodge Infirmary Chapel

## Memorandum of Understanding

### TERMS AND CONDITIONS

1. **Use of Facility:** Upon request and if feasible, Owner will permit Lafayette County to use and occupy the Facility on a temporary basis to conduct emergency, disaster-related activities. The Facility may be used for the following purposes (both parties must initial all that apply):

Facility Purpose	Owner Initials	Lafayette County Initials
Service Center (Operations, Client Services, or Volunteer Intake)	LRP	
Storage of supplies	LRP	
Parking of vehicles	LRP	
Disaster Shelter	LRP	

2. **Facility Management:** Lafayette County will designate an official to manage the activities at the Facility ("Shelter Manager"). The Owner will designate a Facility Coordinator to coordinate with the Shelter Manager regarding the use of the Facility by the Lafayette County. Owner Initials: LRP Lafayette Co. Initials: \_\_\_\_\_

3. **Condition of Facility:** The Facility Coordinator and the Shelter Manager (or designee) will jointly conduct a survey of the Facility before it is turned over to Lafayette County. They will use the first page of the Lafayette County **Facility/Shelter Opening/Closing Form** to record any existing damage or conditions. The Facility Coordinator will identify and secure all equipment in the Facility that Lafayette County should not use. Lafayette County will exercise reasonable care while using the Facility and will not modify the Facility without the Owner's express written approval.

4. **Food Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request by Lafayette County, and if such resources are available, the Owner will make the food service resources of the Facility, including food, supplies, equipment and food service workers, available to feed the shelter occupants. The Facility Coordinator will designate a Food Service Manager to coordinate meals at the direction of and in cooperation with the Shelter Manager. The Food Service Manager will establish a feeding schedule and supervise meal planning and preparation. The Food Service Manager and the Shelter Manager will jointly conduct a pre-occupancy inventory of the food and food service supplies before the Facility is turned over to Lafayette County. When Lafayette County vacates the Facility, the Shelter Manager and Facility Coordinator or Food Service Manager will conduct a post-occupancy inventory of the food and supplies used during Lafayette County's activities at the Facility.

5. **Custodial Services** (*This paragraph applies only when the Facility is used as a shelter or service center.*): Upon request of Lafayette County and if such resources are available, the Owner will make its custodial resources, including supplies and workers, available to provide cleaning and sanitation services at the Facility. The Facility Coordinator will designate a Facility Custodian to coordinate these services at the direction of and in cooperation with the Shelter Manager.

6. **Security/Safety:** In coordination with the Facility Coordinator, the Shelter Manager, as he or she deems necessary and appropriate, will coordinate with law enforcement regarding any security and safety issues at the Facility.

7. **Signage and Publicity:** Lafayette County may post signs identifying the Facility as a Lafayette County Shelter in locations approved by the Facility Coordinator. Lafayette County will remove such signs when Lafayette County concludes its activities at the Facility. The Owner will not issue press releases or other publicity concerning Lafayette County's activities at the Facility without the written consent of the Shelter Manager. The Owner will refer all media questions about Lafayette County activities to the Shelter Manager.

8. **Closing the Facility:** Lafayette County will notify the Owner or Facility Coordinator of the date when Lafayette County will vacate the Facility. Before Lafayette County vacates the Facility, the Shelter Manager and Facility Coordinator will jointly conduct a post-occupancy inspection, using the second page of the **Shelter/Facility Opening/Closing Form**, to record any damage or conditions.

## Memorandum of Understanding

9. Fee: Both parties must initial one of the two statements below:

- a. Owner will not charge a fee for the use of the Facility. Owner Initials: WLY Lafayette Co. Initials: \_\_\_\_\_
- b. Lafayette County will pay \$ 30 per day/week/month person (circle one) for the right to use and occupy the Facility. Owner Initials: WLY Lafayette Co. Initials: \_\_\_\_\_

10. Reimbursement: Subject to the conditions in paragraph 10(e) below, Lafayette County will reimburse the Owner for the following:

- a. *Damage to the Facility or other property of Owner*, reasonable wear and tear excepted, resulting from the operations of Lafayette County. Reimbursement for facility damage will be based on replacement at actual cash value. Lafayette County, in consultation with the Owner, will select from bids from at least three reputable contractors. Lafayette County is not responsible for storm damage or other damage caused by the disaster.
- b. *Reasonable costs associated with custodial and food service personnel and supplies* which would not have been incurred but for Lafayette County's use of the Facility. Lafayette County 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.
- c. *Reasonable, actual, out-of-pocket costs for the utilities indicated below*, to the extent that such costs would not have been incurred but for Lafayette County's use of the Facility.  
(Both parties must initial all utilities that may be reimbursed by Lafayette County):

	Owner Initials	Lafayette County Initials
Water	<u>WLY</u>	
Gas	<u>WLY</u>	
Electricity	<u>WLY</u>	
Waste Disposal	<u>WLY</u>	

d. The Owner will submit any request for reimbursement to Lafayette County within 60 days after the occupancy of Lafayette County ends. Any request for reimbursement must be accompanied by supporting invoices. Any request for reimbursement for personnel costs must be accompanied by a list of the personnel with the dates and hours worked.

e. If the disaster is a Federally-declared disaster and Owner is a municipal or state government entity, then the Owner will work with appropriate emergency management agencies to seek cost reimbursement through the Federal Emergency Management Agency's program for administering Public Assistance Category B under the Robert T. Stafford Act. Lafayette County is not obligated to reimburse the Owner for costs covered by Public Assistance Category B.

11. Insurance: Lafayette County shall carry insurance coverage in the amounts of at least \$1,000,000 per occurrence for Commercial General Liability and Automobile Liability. Lafayette County shall also carry Workers' Compensation coverage with statutory limits for the jurisdiction within which the facility is located and \$1,000,000 in Employers' Liability.

12. Term: The term of this agreement begins on the date of the last signature below and ends 30 days after written notice by either party.

13. Activation: This agreement shall be activated only by a locally declared emergency signed by the Lafayette County Board of Supervisors.



## Memorandum of Understanding

### SIGNATURES

#### Camp Lake Stephens

\_\_\_\_\_  
Facility (Legal Name)

\_\_\_\_\_  
By (Signature)

William Russ Adgorn  
\_\_\_\_\_  
Name (Printed)

Executive Director  
\_\_\_\_\_  
Title

1/20/23  
\_\_\_\_\_  
Date

#### Lafayette County

\_\_\_\_\_  
(Legal Name)

\_\_\_\_\_  
By (Signature)

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date