

**MEMORANDUM OF AGREEMENT**

This Agreement is made and entered into this 7 day of April 2020 by SERVPRO and the Lexington-Fayette Urban County Government ("LFUCG").

WHEREAS, SERVPRO is desirous of donating its services in cleaning certain fire department apparatus and fire stations as part of its cooperative response in fighting the COVID-19 outbreak; and

WHEREAS, LFUCG and its Division of Fire and Emergency Services are appreciative of receiving these services; and

WHEREAS, there may be some inherent risk in performing these services.

**NOW, THEREFORE**, for and in consideration of the mutual promises and covenants herein expressed, LFUCG and SERVPRO agree as follows:

(1) SERVPRO agrees that it is donating the services and any related expenses to be performed hereunder and that its employees are not to be considered the employees, agents or representatives of LFUCG. The services are generally professionally cleaning certain fire apparatus and fire stations on a weekly basis as directed by the Division of Fire and Emergency Services.

(2) SERVPRO agrees that it and its employees and agents will abide by the rules, regulations, and restrictions imposed upon them by the respective Fire Station at which the services are being performed.

(3) LFUCG shall formally recognize SERVPRO's donation at an appropriate time and manner. The parties will agree to an ultimate value of the services performed and LFUCG will cooperate in providing SERVPRO with any reasonably requested documentation validating the performance of the services.

(4) SERVPRO acknowledges and agrees that it carries the appropriate statutory level of worker's compensation insurance and at least \$1 million in comprehensive general liability insurance. SERVPRO further acknowledges that it and its employees and agents are responsible for their conduct and SERVPRO is also agreeing that it is releasing and waiving all rights and claims, of whatever kind, that it may have against LFUCG, its officials, employees, agents or representatives, arising out of the performance of the service under this agreement; and that to the extent allowable by law it is agreeing to indemnify, hold harmless, and defend LFUCG, its officials, employees, agents and representatives for all claims, of whatever kind, that either it or third persons may have against LFUCG arising out of SERVPRO's acts or acts of omissions during the above activity.

In witness whereof, the parties have caused this agreement to be executed, said agreement to become effective and operational upon the fixing of the last signature hereto.

**Lexington-Fayette Urban County Government:**

\_\_\_\_\_  
Linda Gorton, Mayor

Date: \_\_\_\_\_

**SERVPRO:**  
  
\_\_\_\_\_  
Jeff Smith, President

Date: 4-7-20