## MEMORANDUM OF UNDERSTANDING UNIVERSITY OF KENTUCKY

THIS AGREEMENT, is made and entered into this 5th day of October 2020

By and between The University of Kentucky for the Fire Marshal's Office

252 East Maxwell St. Lexington, KY 40506

Hereinafter referred to as the First Party, and the

Lexington Fire Department Lexington, KY

Hereinafter referred to as the Second Party:

WHEREAS, the First Party, in the exercise of its lawful duties, wishes to obtain certain services, as described below:

#### 1. SERVICES:

WHEREAS, the Second Party is willing to perform such services. The Second Party agrees to perform the services as hereinafter described with particularity as follows to provide Lexington Fayette County Government on behalf of the Division of Fire and Emergency Services with 6 ME1 keys that will be used to access construction fencing gates. The gates are daisy-chain locked with one construction padlock and a University padlock keyed to the ME1 key. To ensure that the Fire Department can respond inside of a fenced construction site unimpeded, the ME1 keys will be used to unlock the University padlock to gain access. The keys will be distributed to 4 vehicles (2 engines and 2 ladder trucks) and 2 district majors. The Fire Marshal's Office will conduct an annual audit to confirm the Fire Department is still in possession of all 6 keys. The Lexington Fire Department agrees to immediately notify the University Fire Marshal's Office if it believes any one of the keys is unaccounted for at any time.

#### 4. CONTRACT DATES

The period in which the subject services are to be performed is from

October 5, 2020 to October 6, 2021 (Month, Day) (Month, Day)

#### 5. EXTENSIONS

At the expiration of its initial term, this contract may, at the option of the parties hereto, be extended upon the same terms and conditions as set forth herein for further periods not to exceed twelve (12) months each, subject to the advance approval of the University of Kentucky Purchasing Department.

### 6. CANCELLATION

Either Party shall have the right to terminate and cancel this agreement at any time upon a thirty (30) day written notice to the other party.

# FIRST PARTY: University of Kentucky SECOND PARTY: Lexington Fire Department By: \_\_\_\_\_\_ Fire Marshal's (print name) / Date / Phone By: \_\_\_\_\_\_ Lexington Fire Department (print name) / Date / Phone Signature: \_\_\_\_\_ Fire Marshal's Signature: \_\_\_\_\_\_ Lexington Fire Department Signature\_\_\_\_\_ Barry Swanson / Chief Procurement Office /Phone Signature: Linda Gorton, Mayor