

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into this ____ day of _____, 2017 between the Lexington Fayette County Health Department ("LFCHD"), and the Lexington-Fayette Urban County Government ("LFUCG") for work being performed by LFCHD for Fats Oils and Grease ("FOG") Training Services to be included in LFCHD's Food Manager Certification classes ("Project").

The parties agree that the Project will include the following responsibilities to be completed by LFCHD and LFUCG respectively:

LFCHD shall be responsible for:

1. Showing the LFUCG FOG video and distributing FOG information to all participants in the LFCHD Food Manager Certification classes.
2. Providing LFUCG's Division of Water Quality with copies of Food Certification Manager Training Agendas that include FOG as a subject matter for the training session.
3. Providing LFUCG with a written and dated roster upon completion of each class showing all persons who viewed the LFUCG FOG video.

4. Notifying LFUCG's Division of Water Quality when additional supplies of printed FOG information should be delivered to LFCHD.

LFUCG shall be responsible for:

1. Providing LFCHD a copy of the current FOG video and any future updates produced by LFUCG.
2. Providing printed FOG information when requested.
3. In consideration, LFUCG will pay LFCHD Twelve Hundred Dollars (\$1,200) for the performance of the Project for the twelve-month period beginning on January 1, 2018 (Responsibilities 1.- 4.).

All coordination and performance of work on the Project, including any volunteer work, to the extent allowed by state statutes and regulations, shall be the sole responsibility of LFCHD. LFUCG shall only be responsible for the work specifically described in and required by this MOU.

Payment by LFUCG for the performance of the Project will be made when the FOG video and materials are delivered. Upon mutual agreement, this MOU can be renewed annually up to four times upon the same terms as provided herein.

LFCHD understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for

any purpose whatsoever. LFCHD is an independent contractor at all times during the performance of the work specified herein.

Throughout the time period in which the Project is being completed, LFCHD shall be responsible for any and all claims arising out of the performance of the Project directly related to the work being performed, except LFCHD shall not be liable for the negligence of LFUCG or its employees, contractors, or agents.

**LEXINGTON FAYETTE COUNTY
HEALTH DEPARTMENT**

By: _____
Kraig Humbaugh
Commissioner of Health

By: _____
Jessica Cobb
Community Health Officer

**COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE**

The foregoing was signed, acknowledged and sworn to before me this ____ day of _____, 2017, by Kraig Humbaugh in his capacity as Commissioner of Health of the Lexington Fayette County Health Department.

My commission expires: _____

NOTARY PUBLIC

**COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE**

The foregoing was signed, acknowledged and sworn to before me this ____ day of _____, 2017, by Jessica Cobb in her capacity as Community Health Officer of the Lexington Fayette County Health Department.

My commission expires: _____

NOTARY PUBLIC

**LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT**

By: _____
Jim Gray, Mayor

**COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE**

The foregoing was signed, acknowledged and sworn to before me this ____ day of _____, 2017, by Jim Gray in his capacity as Mayor of the Lexington-Fayette Urban County Government, for and on behalf of said government.

My commission expires: _____

NOTARY PUBLIC

X:\Cases\WATER-AIR\12-MS0002\COR\00336931.DOC