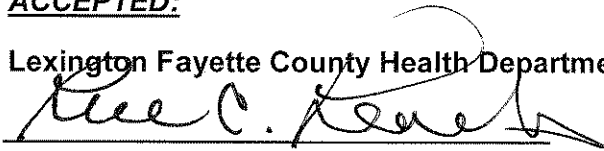


**SIGNATURES TO THE FIRST RENEWAL OF THE MOU WITH THE
LEXINGTON FAYETTE COUNTY HEALTH DEPARTMENT
FOR FATS, OIL AND GREASE (FOG) TRAINING TO BE INCLUDED IN THE
HEALTH DEPARTMENT'S FOOD MANAGER CERTIFICATION CLASSES**

ACCEPTED:

DATE: 5/30/13

BY: 
Lexington Fayette County Health Department

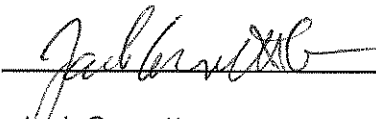
Rice C. Leach, MD
Commissioner of Health

DATE: 5-30-13

BY: 

Roanya Rice
Public Health Officer

DATE: 5/29/2013

BY: 

Jack Cornett
Business Services Officer

REVIEWED:

DATE: 6-7-13

BY: 
Lexington-Fayette Urban County Government

Charles H. Martin, P.E., Director
Division of Water Quality

APPROVED:

DATE: _____

BY: _____
Lexington-Fayette Urban County Government
Jim Gray, Mayor

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING, is entered into this 25th day of March, 2012 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 the date first above written (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: Rice C. Leach
Rice C. Leach
Commissioner of Health

By: Roanya Rice
Roanya Rice, RN, BSN
Public Health Officer

**COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE**

The foregoing was signed, acknowledged and sworn to before me this 20th day of March, 2012, by Rice C. Leach in his capacity as Commissioner of Health of the Lexington Fayette County Health Department.

My commission expires: June 30, 2012

Anna M. Russell
NOTARY PUBLIC

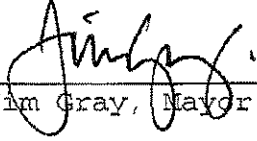
**COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE**

The foregoing was signed, acknowledged and sworn to before me this 20th day of March, 2012, by Roanya Rice, RN, BSN, in her capacity as Public Health Officer of the Lexington Fayette County Health Department.

My commission expires: June 30, 2012

Anna M. Russell
NOTARY PUBLIC

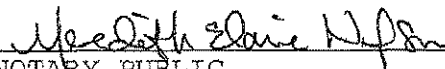
LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

By: 
Jim Gray, Mayor

COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

The foregoing was signed, acknowledged and sworn to before me this 17th day of May, 2012, 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: November 10, 2012


NOTARY PUBLIC

RESOLUTION NO. 233-2012

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE LEXINGTON-FAYETTE COUNTY HEALTH DEPARTMENT FOR FATS, OIL AND GREASE (FOG) TRAINING SERVICES AT A COST NOT TO EXCEED \$1,200.

BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized to execute the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with the Lexington-Fayette County Health Department for Fats, Oil and Grease (FOG) Training.

Section 2 - That an amount, not to exceed the sum of \$1,200, be and hereby is approved for payment to the Lexington-Fayette County Health Department from account #4003-303401-71205, pursuant to the terms of the Memorandum of Understanding.

Section 3 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: May 10, 2012

/s/ Jim Gray
MAYOR

ATTEST:

/s/ Susan Lamb
CLERK OF URBAN COUNTY COUNCIL