

**MEMORANDUM OF UNDERSTANDING (MOU)**

*between the*

**LEXINGTON-FAYETTE COUNTY HEALTH DEPARTMENT (LFCHD)**

*and*

**LEXINGTON PARKS & RECREATION- LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**

THIS MOU, made and entered into on the XXXX day of XXXX 2022, by and between the Lexington-Fayette County Health Department (hereinafter the “LFCHD”) and Lexington Parks & Recreation-Lexington Fayette Urban County Government (hereinafter “LFUCG”) to promote tobacco-free spaces and awareness of the risks of tobacco use at LFUCG baseball parks in partnership with LFCHD. Signage promoting tobacco-free spaces and tobacco risk awareness will be provided by LFCHD to LFUCG to be used at various LFUCG baseball parks. LFUCG will display tobacco signage as directed by LFCHD Tobacco Coordinator.

1. LFUCG agrees to:

- Promote tobacco-free spaces and awareness of the risks of tobacco use at various LFUCG baseball, softball, soccer, football fields and pickleball court parks.
- Promote tobacco-free spaces by allowing tobacco-related signage and receptacles.
- Display provided LFCHD tobacco-related signage at LFUCG baseball, softball, soccer, football fields and pickleball court parks.
- Provide routine cleaning and emptying of the outdoor tobacco product receptacles.
- Notify the LFCHD Tobacco Coordinator if any signs or receptacles are damaged and need replacing.

2. LFCHD agrees to:

- LFCHD will provide tobacco-related signage to LFUCG.
- LFCHD will provide outdoor smoker’s receptacle to various baseball, softball, soccer, and football fields and pickleball court parks.
- LFCHD Tobacco Coordinator will provide evidence-based guidance to LFUCG on best practices in promoting tobacco-free spaces and tobacco risk awareness.

3. The terms of this MOU shall be from XXXX, 2022 to XXXX, 2022. This MOU shall automatically renew unless either party terminates upon thirty (30) days written notice outlining the reasons for termination or immediately for cause.

4. This MOU is made and entered into the Commonwealth of Kentucky, and shall in all respects be interpreted, enforced, and governed by the laws of the Commonwealth of Kentucky. The language of all parts of this MOU shall in all cases be interpreted as a whole, according to its fair meaning, and not

strictly for or against any of the parties hereto. LFUCG consents to the exclusive jurisdiction and venue of the courts located in Fayette County, Kentucky, and agrees to waive any argument of lack of personal jurisdiction or forum non-conveniens with respect to any claim or controversy arising out of or relating to this MOU, any actions taken pursuant to this MOU, or any other contact or communication regarding this MOU.

5. The parties represent and warrant, by the signatures of their duty appointed representatives, that they are legally entitled to enter into this MOU.

SIGNATURE:

**LEXINGTON PARKS & RECREATION- LEXINGTON FAYETTE URBAN COUNTY GOVERNMENT**

XXXXXXXXXX \_\_\_\_\_ Date

**LEXINGTON-FAYETTE COUNTY HEALTH DEPARTMENT**

\_\_\_\_\_  
Commissioner of Health, Dr. Joel McCullough

\_\_\_\_\_  
Date

\_\_\_\_\_  
Community Health Officer, Jessica Cobb

\_\_\_\_\_  
Date

\_\_\_\_\_  
Finance Officer, Cara Kay

\_\_\_\_\_  
Date