

**MEMORANDUM OF UNDERSTANDING**

*between the*

**KENTUCKY DEPARTMENT OF AGRICULTURE, DIVISION OF ENVIRONMENTAL SERVICES**

*and the*

**MARSHALL COUNTY FISCAL COURT**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, between the Kentucky Department of Agriculture, hereinafter "KDA", and the Marshall County Fiscal Court, hereinafter "MCFC", in consideration of the mutual covenants and agreements herein contained do hereby agree as follows:

WHEREAS, KDA is charged by KRS 249.350(2) that "when it appears to the Commissioner that mosquitoes are present in any area of the state in sufficient numbers to warrant action, he shall conduct an immediate investigation of the causes thereof, and corrective measures necessary. The Commissioner shall undertake the control and elimination of mosquitoes in such area; utilizing whatever measures appear necessary so long as such methods in no wise damage the property of any person, and do not constitute a menace to the health of persons or livestock.";

WHEREAS, MCFC is authorized pursuant to KRS 61.083 (3) (c) to exercise the power to carry out governmental functions necessary for the operation of the county and to perform public functions including public sanitation and vector control; and

WHEREAS, a cooperative effort between KDA and MCFC, exercising their respective powers and authorities, is beneficial to the citizens of the Commonwealth of Kentucky in addressing mosquito population levels with a purpose of reducing the risk of vector-borne disease transmission.

NOW, THEREFORE, the parties agree as follows:

1. This agreement shall be in effect from the date on which this agreement is entered into and shall terminate on October 1, 2019.
2. KDA shall supply one (1) Ultra-Low Volume (ULV) application unit for the application of mosquito control products to MCFC.
3. MCFC shall not be responsible for routine maintenance on the ULV application units.
4. MCFC shall be responsible for monitoring and maintaining lubricant levels to ensure proper operation of the ULV application units. KDA will provide the necessary amount of lubricant fluid for the duration of the agreement.

5. MCFC shall be responsible for any damage or loss incurred to the units provided by KDA and shall reimburse KDA for such damage or loss incurred.
6. MCFC shall perform all mosquito control operations in compliance with state statutes and regulations.
7. This agreement may be terminated by either party at any time for cause or may be cancelled without cause, upon seven (7) days' prior written notice.
8. Upon termination of this agreement or upon written notice, MCFC shall return the ULV application unit to the KDA within seven (7) days of notice.
9. This agreement may be modified only in a written document executed by both parties.
10. KDA and MCFC mutually agree that they do not discriminate on the basis of race, color, national origin, sex, religion, age, or disability in employment or the provision of services and provides, upon request, reasonable accommodation including auxiliary aids and services necessary to afford individuals with disabilities an equal opportunity to participate in all programs and activities.
11. This writing is a complete statement of the agreement between KDA and MCFC and supersedes any prior terms, representations, or agreements whether made orally or in writing.
12. The laws of the Commonwealth of Kentucky shall govern all questions as to the execution, validity, interpretation, and performance of this agreement. Furthermore, the parties hereto agree that any legal action, which is brought on the basis of this agreement, shall be filed in the Franklin County Circuit Court.

AGREED:

Kentucky Department of Agriculture

Marshall County Fiscal Court

\_\_\_\_\_  
Ryan F. Quarles, Commissioner

\_\_\_\_\_  
Judge Executive

\_\_\_\_\_  
Director  
Division of Environmental Services

Examined:

\_\_\_\_\_  
Nicole Liberto, Legal Counsel