


**SIGNATURES TO THE SECOND 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**

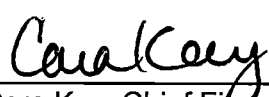
ACCEPTED:

Lexington-Fayette County Health Department

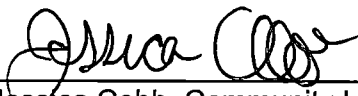
DATE: Jan. 7, 2020

BY: 
Kraig Humbaugh, Commissioner
Lexington-Fayette County Health Department

DATE: 1/7/2020

BY: 
Cara Kay, Chief Financial Officer
Lexington-Fayette County Health Department

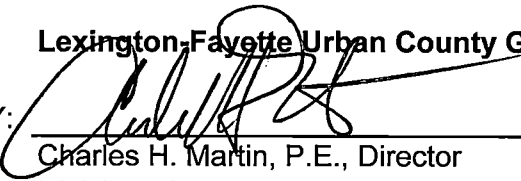
DATE: 1/7/2020

BY: 
Jessica Cobb, Community Health Officer
Lexington-Fayette County Health Department

REVIEWED:

Lexington-Fayette Urban County Government


DATE: 1/22/20

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

APPROVED:

Lexington-Fayette Urban County Government

DATE: 3/2/2020

BY: 
Linda Gorton, Mayor

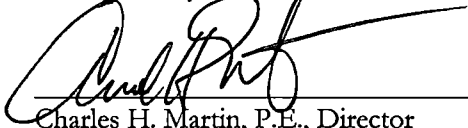
MAYOR LINDA GORTON



LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

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

DATE: January 14, 2020

SUBJECT: Second Renewal of the Memorandum of Understanding (MOU) with the Lexington-Fayette County Health Department (LHD) for Fats, Oils and Grease (FOG) Training Services to be Included in Food Manager Certification Classes

Request

The approval of the second renewal of the MOU between LFUCG and the LHD for FOG training services to continue to be included in LHD's Food Manager Certification classes for the 2020 calendar year. Resolution 768-2017 authorized the original MOU which provided for up to four renewals, and this would be the second renewal for a period of one year, at a cost not to exceed \$1,200.00.

Purpose of Request

In an effort to improve public education, the Division of Water Quality (DWQ) created a video outlining how FOG from Food Services Establishments (FSEs) causes serious problems in our sanitary sewer system, and how FSEs can help prevent these problems by following Best Management Practices. To maximize outreach, the LHD agreed to show the video and distribute FOG information (provided by DWQ) to all participants in the Food Manager Certification classes. In addition, the LHD will provide DWQ with a copy of the class agenda, as well as dated copies of the class rosters showing all persons who viewed the video for DWQ to include in quarterly and annual Consent Decree reporting.

What is the cost in this budget year and future budget years?

The cost for FY20 is \$1,200.00.

Are the funds budgeted?

Funds are available in the following account: 4002-303401-3401-71299

Martin/Albright



RESOLUTION NO. 768 - 2017

A RESOLUTION AUTHORIZING 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 \$1,200.00.

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 a 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 Services.

Section 2 – That an amount, not to exceed the sum of \$1,200.00, be and hereby is approved for payment to the Lexington-Fayette County Health Department from account #4003 – 303401 – 71223, 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: December 7, 2017


MAYOR

ATTEST:


CLERK OF URBAN COUNTY COUNCIL

1301-17_MSC/kl_X:\Cases\WATER-AIR\17-LE0001\LEG\00593508.DOCX

RESOLUTION NO. 57 - 2019

A RESOLUTION AUTHORIZING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE AN ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING WITH THE LEXINGTON-FAYETTE COUNTY HEALTH DEPARTMENT, FOR FATS, OIL AND GREASE (FOG) TRAINING SERVICES, RENEWING THE MEMORANDUM OF UNDERSTANDING FOR A PERIOD OF ONE (1) YEAR, AT A COST NOT TO EXCEED \$1,200.00.


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 an addendum to 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 Services, renewing the Memorandum of Understanding for a period of one (1) year.

Section 2 – That an amount, not to exceed the sum of \$1,200.00, be and hereby is approved for payment to the Lexington-Fayette County Health Department, from account #4002 – 303401 – 71299, 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: February 7, 2019



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

0054-19_MSC_X:\Cases\WATER-AIR\19-LE0001\LEG\00641071.DOCX

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.

unsigned copy

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: _____
Rice C. Leach
Commissioner of Health

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

COMMONWEALTH OF KENTUCKY
COUNTY OF FAYETTE

The foregoing was signed, acknowledged and sworn to before me this _____ day of _____, 2017, by Rice C. Leach 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 Roanya Rice, RN, BSN, in her capacity as Public 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

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LaDonna Roberts

From: Michael Cravens
Sent: Thursday, January 23, 2020 8:58 AM
To: Commissioner EQ PW Exec Asst; Nancy Albright
Cc: LaDonna Roberts; Charles Martin
Subject: RE: Law Review: Second Renewal of MOU with Lex Health Dept. for Fats Oils and Grease (FOG) Training Services

I have reviewed this request for a resolution authorizing the Mayor, on behalf of the Urban County Government, to execute an Addendum to the Memorandum of Understanding with the Lexington-Fayette County Health Department, for Fats, Oil, and Grease (FOG) Training Services, renewing the Memorandum of Understanding for a period of one (1) year, at a cost not to exceed \$1,200.00.

No legal issues. OK to bluesheet.

Michael Cravens
Attorney Senior
Department of Law

859.258.3500
MCravens@lexingtonky.gov
lexingtonky.gov



NOTICE OF CONFIDENTIALITY

This message is intended only for the use of the individual or entity to which it is addressed and may contain confidential information that is legally privileged and exempt from disclosure under applicable law, including but not limited to, Kentucky Rule of Evidence 503. Any legal opinion provided in this electronic mail transmission is provided in the course of my legal representation of the Lexington-Fayette Urban County Government and should not be disseminated to the public. If the reader of this message is not the intended recipient, you are notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, delete it from your system without copying or forwarding it, and notify the sender of the error by replying via e-mail or by calling the Department of Law at (859) 258-3500, so that our address record can be corrected. Thank you.

From: Commissioner EQ PW Exec Asst <commeqpw@lexingtonky.gov>
Sent: Tuesday, January 21, 2020 3:43 PM
To: Susan Speckert <sspeckert@lexingtonky.gov>; Michael Cravens <mcravens@lexingtonky.gov>; Nancy Albright <nalbright@lexingtonky.gov>
Cc: LaDonna Roberts <lroberts@lexingtonky.gov>; Charles Martin <chmartin@lexingtonky.gov>
Subject: FW: Law Review: Second Renewal of MOU with Lex Health Dept. for Fats Oils and Grease (FOG) Training Services

Susan, Water Quality is requesting review of the attached by Law.

Sandy
3401

From: LaDonna Roberts
Sent: Tuesday, January 21, 2020 3:41 PM

To: Commissioner EQ PW Exec Asst <commegpwea@lexingtonky.gov>

Cc: Charles Martin <chmartin@lexingtonky.gov>; Nancy Albright <nalbright@lexingtonky.gov>

Subject: Law Review: Second Renewal of MOU with Lex Health Dept. for Fats Oils and Grease (FOG) Training Services

Sandy,

Please send the attached documents to law for review.

Thank you,

LaDonna Roberts
Administrative Specialist
Division of Water Quality

859.258.3362 office
lexingtonky.gov








Inquiry Results

Business Unit LFUCG
Ledger Group DETAIL_ACT
Type of Calendar Detail Budget Period
Amounts in Base Currency USD
Revenue Associated:

Return to Criteria Max Rows Display Options

Ledger Totals (1 Rows)

Budget	232,286.80	Net Transfers	0.00
Expense	59,246.32		
Encumbrance	43,307.00		
Pre-Encumbrance	0.00		
Budget Balance	129,733.48		
Associate Revenue	0.00		
Available Budget	129,733.48		

Budget Overview Results														
										Personalize Find View All  		First 	1 of 1 	Last
		Fund	Dept ID	Section ▾	Account	Account Description	Budget Period	Budget	Expense	Encumbrance	Available Budget*	Percent Availa		
1		4002	303401	3401	71299	Prof Svc - Other	2020	232,286.80	59,246.32	43,307.00	129,733.48			

Return to Criteria *Notes