

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 20-22**

**A RESOLUTION APPROVING AN MOU WITH KENTUCKY DOT FOR USE OF A
TRAINING ROOM**

WHEREAS, the Kentucky Department of Transportation has requested a facility to hold traffic school;
and

WHEREAS, the Madison County CSEP Program is willing to provide the Kentucky Department of
Transportation with access to the Joint Information Center or other stated available training facilities to
hold traffic school when openings allow, which is attached hereto this Resolution; and

**NOW THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT THAT THIS
RESOLUTION IS HEREBY APPROVED, AND THAT THE COUNTY JUDGE EXECUTIVE IS
HEREBY AUTHORIZED TO EXECUTE SAME ON BEHALF OF THE FISCAL COURT.**

Motion made by Larry Combs, seconded by Tom Botkin.

Vote:

Yes

No

Judge Reagan Taylor

X

Magistrate Larry Combs

X

Magistrate John Tudor

X

Magistrate Roger Barger

X

Magistrate Tom Botkin

X

ATTESTED

Kenny Barger
Kenny Barger
Madison County Clerk

Reagan Taylor
Reagan Taylor
Madison County Judge Executive

MEMORANDUM OF UNDERSTANDING
BETWEEN
COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
AND
SITE PROVIDER

THIS MEMORANDUM OF UNDERSTANDING is made and entered on this 26th day of February, 2020, by and between the Kentucky Transportation Cabinet, Division of Driver Licensing, hereinafter referred to as "KYTCDL", and The Madison County Emergency ~~Operations Center~~, 560 S Keeneland Dr, Richmond, KY 40475, the Site Provider, hereinafter referred to as "SP". THIS MEMORANDUM OF UNDERSTANDING is administered by the Kentucky Safe Driver State Traffic School Program, hereinafter referred to as "KSDSTS". THIS MEMORANDUM OF UNDERSTANDING is in reference to the Kentucky State Traffic School Program as mandated by the Kentucky Revised Statutes 186.400.

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The parties have deemed it appropriate and necessary that KYTCDL utilize the services of the SP for the use of facilities in the distribution of classroom instruction associated with the Kentucky State Traffic School Program. A Memorandum of Understanding is an appropriate and proper mechanism for implementing the required services. This agreement is hereby made and entered into by KYTCDL and SP as follows:

Section I: Responsibilities of Site Provider

The SP shall be responsible for the following:

1. Provide any applicable insurance for the facility.
2. Provide a list of dates when classrooms are not available.
3. Provide access to a classroom that is equipped with computer, laptop, projector, and sound system. If the classroom does not have the listed items, then have the accommodations in the classroom to allow KSD to bring our own and setup the needed equipment in order for us to teach the course.
4. Provide adequate seating in conjunction with the number of clients attending the class.
5. Make reasonable efforts to ensure that heating / cooling is provided and working properly for the duration of the class time scheduled.
6. Provide access to the classroom, appropriate lighting, and directional information for participants taking the classes.
7. Provide access to restrooms and furnish required necessities for use.
8. Provide a facility that is ADA compliant.
9. Provide and keep all Emergency Procedures up to date with KSDSTS.
10. Keep all contact information up to date by contacting KSDSTS at:

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2. In the event any section of the Memorandum of Understanding is declared invalid or is unenforceable, the remainder of the Memorandum of Understanding shall remain in full force and effect and all responsibility and duties of the parties shall be performed as set forth herein.
3. This Memorandum of Understanding may be cancelled by either party at any time for or without cause by providing a thirty (30) day notice.
4. The initial term of the Memorandum of Understanding is from January 1, 2020, to June 30, 2022.

By signing this Memorandum of Understanding, the parties agree to and accept the terms and conditions detailed above.

1st Party Signature: _____ Date: _____
Kentucky Transportation Cabinet Division of Driver Licensing (KYTCDL)

2nd Party Signature:  Date: 3-10-2020
Madison County ~~Emergency Operations Center~~ (Site Provider SP)
FISCAL COURT (10)

3rd Party Signature: _____ Date: _____
Kentucky Safe Driver State Traffic School (KSDSTS):

Agreement received by KSDSTS from SP and sent to KYTCDL Date: _____

Approval as to form and legality: _____ Date: _____
Kentucky Transportation Cabinet Driver Licensing Attorney