

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2024-32**

**A RESOLUTION APPROVING THE PURCHASE OF A SPECIALTY TRAILER
FOR MADISON COUNTY EMERGENCY MANAGEMENT AGENCY (EMA) AND
CHEMICAL STOCKPILE EMERGENCY PREPAREDNESS PROGRAM (CSEPP)**

WHEREAS, the specialty trailer would allow operations and emergency response to continue at an offsite location during an emergency situation; and

WHEREAS, Madison County EMA/CSEPP wishes to enter into a contract with JHB Group for the purchase of a specialty trailer; as planned and budgeted through the Federal CSEPP;

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE THIS RESOLUTION AND AUTHORIZES THE JUDGE EXECUTIVE AND/OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE CONTRACTS ON BEHALF OF THE COUNTY.

Motion made by Combs, seconded by Bathie.

Vote:

Yes

No

Judge Executive Reagan Taylor
Magistrate James Brian Combs
Magistrate Stephen Lochmueller
Magistrate Billy Ray Hughes
Magistrate Tom Botkin

<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>

Signed:

R-79
Reagan Taylor
Madison County Judge Executive

4-9-2024
Date

Attested:

Kenny Barger
Kenny Barger
Madison County Clerk

4-9-2024
Date



SPECIALTY TRAILER PAYMENT AGREEMENT

THIS SPECIALTY TRAILER PURCHASE AGREEMENT (this "**Agreement**") is entered into this 27th day of October 2023 (the "**Effective Date**") by and between JHB Group, Inc., an Illinois corporation ("**JHB**"), and the Madison County EMA Customer").

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, JHB and Customer agree as follows:

First. JHB hereby agrees to furnish a specialty trailer and equipment (collectively, the "**Trailer**") according to the specifications attached hereto as Exhibit A and made a part of this Agreement (the "**Specifications**"), and to deliver the Trailer to Customer as hereinafter provided. JHB and Customer agree that the Specifications are based on the JHB Group Proposal (the "**JHB Proposal**") which was previously provided to Customer by JHB and is attached hereto as Exhibit B and made a part of this Agreement. JHB and Customer further agree that in the event of a conflict between the terms of the Specifications and the terms of the JHB Proposal, the JHB Proposal will prevail.

Second. All material and workmanship provided by JHB in connection with the Trailer shall comply with the Specifications and, upon completion, the Trailer and the material and workmanship will be covered by the standard JHB Group Warranty.

Third. JHB represents to Customer that the Trailer, upon completion, will conform with all Department of Transportation ("DOT") rules and regulations that are in effect on the Effective date, except as modified by the Specifications.

Fourth. The Trailer shall be ready for pick up by Customer or deliver from JHB within 7 – 9 months after the Effective date. JHB shall not be deemed in default for a delay in the completion of the Trailer due to any causes beyond its reasonable control and not occasioned by its negligence, including, but not limited to, civil wars, insurrections, strikes, riots, acts of terrorism, fires, storms, floods, other acts of nature, explosions, earthquakes, accidents, any act of government, delays in transportation, inability to obtain necessary labor, supplies or manufacturing facilities, allocation regulations or orders affecting materials, equipment, or failure of vendors to perform their contractual obligations. Upon notice of completion by JHB,



Customer may elect in writing to take possession of the Trailer via pick up from JHB or delivery of the Trailer by JHB to an address provided by Customer.

Fifth. Training videos and manuals regarding the use and operation of the Trailer will be provided to Customer upon pickup or delivery of the Trailer. Upon request, a serviceman shall be furnished by JHB to demonstrate how to operate the Trailer for Customer and to give Customer's employees instructions in the operation and handling of the Trailer. Training may be conducted virtually or in-person.

Sixth. The Customer agrees to purchase the Trailer from JHB for the sum of \$215,808.39 (the "**Purchase Price**"), which Purchase Price is based on the JHB Proposal and shall be payable as follows:

- a. An initial deposit (the "**Initial Deposit**") shall be due from Customer on the Effective Date. At its option, and subject to the option set forth in sub paragraph (c) below, Customer shall elect to pay JHB an Initial Deposit equal to fifty percent (50%) of the Purchase Price. Initial Deposit shall be nonrefundable to Customer.
- b. An amount equal to the Purchase Price, less the Deposit and any applicable discount (the "**Balance**") will be due upon pick up by the Customer or delivery of the Trailer to the Customer.
- c. Customer shall also have the option to prepay the Purchase Price in its entirety on the Effective Date, in which case JHB will deduct an amount equal to three percent (2%) from the Purchase Price.
- d. Any applicable Federal State and Local taxes are the responsibility of Customer and are not included in the Purchase Price.
- e. Any increased costs incurred by JHB because of future changes in or additions to the DOT standards or changes in the Specifications requested by Customer will be the responsibility of Customer and will be in an addition to the Purchase Price.
- f. Customer Deposit & Milestone Payments:



Deposit	Amount	Description
50% Milestone A Initial Deposit Due 10/27/2023	\$ 107,904.19	- Custom Design - Graphics Design - Aluminum Frame Fabrication - Parts Ordered
20% Milestone B Due 4/31/2024	\$ 43,161.67	- Awnings - Stabilizers - Rough Electric - Water testing - Custom Cabinetry - Low Voltage Wiring
20% Milestone C Due 5/31/2024	\$ 43,161.67	- Interior Fixtures - Control Systems - Data/Network - Programming - Graphic Installation
10% Milestone D Due At Delivery	\$ 21,580.85	- Testing - Transport Prep - Training - Delivery

If more than one piece of the Trailer is covered by this Agreement, the above terms of payment shall apply to each piece, and an invoice covering each piece shall be rendered in the proper amount.

Seventh. In case the Customer desires to test the Trailer, such test shall be made within ten (10) days after arrival at destination, and a written report of such test forthwith delivered to JHB at its principal office at 8545 Pyott Rd., Lake in the Hills, IL 60156 or via email at team@jhbgroup.org. If no such test be made, or if no such report be made by the Customer within ten (10) days after arrival, then said Trailer shall be considered as fully complying with the terms of this Agreement.

Eighth. It is agreed that the Certificate of Origin ("COO") for the Trailer shall remain in the possession of JHB until the Purchase Price has been paid and the Trailer has been delivered,



but if more than one piece of Trailer is covered by this Agreement, then the COO for each piece shall remain in the possession of JHB until the Purchase Price for such piece has been paid in full, and, in case of any default in payment, JHB may take full possession of the Trailer, or of the piece or pieces upon which default has been made, and any payments that have been made shall be applied as payment for the use of the Trailer up to date of taking possession.

Ninth. This Agreement (including all Exhibits attached hereto and all documents delivered as provided for herein) constitutes the entire agreement of the Parties and supersedes any and all other agreements and understandings, whether written or oral, relative to the matters discussed herein.

Tenth. This Agreement shall be interpreted and govern under the laws of the State of Illinois, without regard to conflicts of law principles. All actions arising out of or relating to this Agreement shall be heard and determined exclusively in any state or federal court located in Illinois.

Eleventh. JHB and Customer agree that this Agreement shall be binding on their respective successors and assigns, and that the term "JHB" and the term "Customer as used herein shall be deemed to include, for all purposes, the respective designees, successors, assigns, heirs, executors and administrators. Notwithstanding the foregoing, this Agreement and the rights and obligations of the JHB and Customer hereunder shall not be assignable, in whole or in part, by either without the prior written consent of the other.

Twelfth. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. This Agreement may be executed by facsimile signature or an e-mail of a PDF signature which shall in all events have the same force and effect as original signatures.

Thirteenth. The unenforceability or invalidity of any provision or provisions of this Agreement shall not render any other provision or provisions herein or this Agreement itself invalid.

Fourteenth. In any suit or action brought to enforce this Agreement, the Exhibits attached hereto or any other signed instrument referred to herein, or to obtain an adjudication, declaratory or otherwise, of rights hereunder or thereunder, the losing party shall pay to the prevailing party actual attorneys' fees and all other costs and expenses that may be incurred by the prevailing party in such action.



IN WITNESS WHEREOF, JHB and Customer have each caused this Agreement to be executed on the Effective Date.

JHB

JHB GROUP, INC., an Illinois corporation:

By Chris Gantz

Name Chris Gantz

Title CEO

CUSTOMER:

Madison County EMA/CSEPP

By Timothy W Gray

Name Timothy W Gray

Title EM Director

Exhibit A

See Attached Estimate and PO