

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2023-140**

**A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT
(MOA) BETWEEN THE COMMONWEALTH OF KENTUCKY, ENERGY
AND ENVIRONMENT CABINET, DIVISION OF WASTE MANAGEMENT
AND THE MADISON COUNTY HOST COMMUNITY LIAISON
FOR BLUE GRASS ARMY DEPOT**

WHEREAS, this MOA is entered into, by and between the Commonwealth of Kentucky, Energy and Environment Cabinet, Division of Waste Management (“the Commonwealth”) and the Madison County Host Community Liaison (“the Contractor”) to establish an agreement for a single point of contact for community relations, emergency planning, and community oversight of the construction, operation, closure, and emergency response of the facility; and

WHEREAS, the Madison County Emergency Management Agency (EMA)/CSEP Program work closely with the Blue Grass Army Depot (BGAD) to gather information pertinent to the demilitarization of the chemical weapons at BGAD; and

WHEREAS, the Commonwealth shall reimburse the Contractor for services and activities related to the Bluegrass Army and Chemical Agent Disposal Facility as outlined in the attached MOA; and

WHEREAS, Craig Williams has proven his capability in serving as the BGAD Liaison and is willing to continue serving in this capacity; and

WHEREAS, this MOA is only valid while the Federal CSEP Program is being funded. If the Surety letter is received prior to the expiration date of this MOA, all funding and this role will cease;

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

Motion made by Combs, seconded by Lochmueller.

Vote:

Yes

No

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

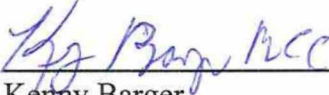
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<u>✓</u>	<u> </u>

Signed:


Reagan Taylor
Madison County Judge Executive

12-19-2023
Date

Attested:


Kerry Barger
Madison County Clerk

12-19-2023
Date



Commonwealth of Kentucky

CONTRACT

DOC ID NUMBER:

PON2 129 2400001145

Version: 1

Record Date:

Document Description: Madison County Liaison for Bluegrass Army Depot

Cited Authority: FAP111-44-00
Memorandum of Agreement

Reason for Modification:

Issuer Contact:Name: GINA WOODS
Phone: 502-782-6808
E-mail: Gina.Woods@ky.gov**Vendor Name:**
MADISON COUNTY

PO Box 1120

RICHMOND KY 40476

Vendor No. KY0033983**Vendor Contact**Name: Melanie Johnson
Phone: 859-624-4702
Email: melanie.johnson@madisoncountky.us**Effective From:** 07/01/2024**Effective To:** 06/30/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Madison County Liaison for Bluegrass Army Depot	\$0.000000	\$100,000.00	\$100,000.00

Extended Description:

KRS 224.50-130(7)(b): the host community liaison will act as the single point of contact for community relations, emergency, planning and community oversight of the construction, operations, closure, and emergency response of the facility. The Secretary of the Army was required by the National Defense Authorization Act to establish an agreement for the chemical weapons storage site. Payment for these services is 100% federally funded through the Assembled Chemical Weapons program (ACWA) and are not to exceed \$50,000 for each federal fiscal year.

Shipping Information:	Billing Information:
Division of Waste Management 300 Sower Blvd, 2nd Floor Frankfort KY 40601	Division of Waste Management 300 Sower Blvd, 2nd Floor Frankfort KY 40601

TOTAL CONTRACT AMOUNT: \$100,000.00

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Memorandum of Agreement Template
Revised January 2023

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Energy and Environment Cabinet, Division of Waste Management (“the Commonwealth”) and the Madison County Host Community Liaison (“the Contractor”) to establish an agreement for a single point of contact for community relations, emergency planning, and community oversight of the construction, operation, closure, and emergency response of the facility. The initial MOA is effective from July 01, 2024 through June 30, 2026.

I. Scope of Services:

The Kentucky Energy and Environment Cabinet, Division of Waste Management shall reimburse the Madison County Host Community Liaison up to \$100,000 for the following activities related to the Bluegrass Army and Chemical Agent Disposal Facility. The Madison County Host Community Liaison shall serve as the single point of contact for community relations, emergency planning, and community oversight of the construction, operation, closure and emergency response of the facility as described in the activities listed below.

Activities

The Madison County Host Community Liaison shall perform the following tasks:

Task 1 - Attend meetings pertinent to the demilitarization of the chemical weapons at Bluegrass Army Depot.

Task 2 - Summarize information gathered at meetings for the Fiscal Court providing supporting information to accurately interpret the information.

Task 3 - Facilitate the permitting process at the state and local levels.

Task 4 - Assure presentation and consideration of County concerns in developing the state permitting of the chemical weapons destruction and local permitting for the facility.

Task 5 - Advocate and coordinate the County’s interests as numerous infrastructure projects are developed and implemented.

Task 6 - Network and maintain open communication via written, electronic, and telephonic means with all local, state and federal agencies and the community on behalf of the Fiscal Court with respect to the chemical demilitarization program.

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Task 7 - Provide periodic updates of the Community Liaison's activities to the Judge Executive and the Fiscal Court, the frequency of which shall be determined by the Fiscal Court's discretion.

Task 8 - Madison County Host Community Liaison shall accomplish the tasks stated in the scope of work or service above by timeline(s) and fiscal year(s) listed below shall serve as the schedule for completion:

PON2-129-2400001145 is valid from July 01, 2024 to June 30, 2026.

Reports

The Contractor shall:

Provide a **quarterly** programmatic report. The report shall cover progress to date, any problems encountered and actions taken and any anticipated activity and work products expected during the next quarter as outlined in the Project Status Report Template below.

Provide a final report detailing activities and deliverables completed during the agreement period. The final report is due 30 days after the end of the project.

All reports shall be submitted **electronically** to the Commonwealth within specified timeframes listed above and in the format included in the Project Status Report Template.

Metrics to be reported are based on the Commonwealth's requirements and Tasks listed in Scope of Services.

Project Status Report Template

Contractor Name: Madison County Host Community Liaison

Project Name: Liaison for community relations, emergency planning, and community oversight of the construction, operation, closure and emergency response of the Bluegrass Army and Chemical Weapons Facility.

Principal Investigator/Project Manager: Gina Woods

Date Submitted:

Reporting Period: (month & year)

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Accomplishments, publicity, news:

(Provide an update on project activities, any publicity on the project, including links to articles)

Performance outcome data/metrics:

(Provide updates on specific activity targets, project timelines and/or metrics from the grant agreement)

Problems, issues, variances from plan:

(Provide updates on any problems with project activities, timelines, any variances from the original work plan)

Notifications

All notices, requests, demands, waivers, and other communications given as provided in this Agreement shall be in writing and sent to the following:

MADISON COUNTY
 PO Box 1120
 Richmond, KY 40476
 ATTN: Sarah Stewart
 sarah.stewart@ madisoncountyky.gov
 1-859-624-4702
 Emars Vendor #: KY0033983
 UEI# HNJKNXYHMDE3

and

Division of Waste Management
 300 Sower Boulevard, 2nd Floor
 Frankfort, KY 40601
 ATTN: Gina Woods
 502-782-6808
 Gina.Woods@ky.gov

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II. Pricing:

The Commonwealth shall reimburse the Contractor up to \$100,000, not to exceed \$50,000 per year, for services and activities as outlined in the Program Budget table below and in Scope of Services.

Program Budget

Categories	The Commonwealth	Cost Share/ In-kind Match	Total
Personnel	\$100,000.00	\$0.00	\$100,000.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total Direct Charges	\$100,000.00	\$0.00	\$100,000.00
Indirect Charges (up to 10% of the Commonwealth's Total Direct Charges) **	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Total	\$100,000.00	\$0.00	\$100,000.00
Program Income	\$0.00	\$0.00	\$0.00

A detailed budget template provided by the Commonwealth shall be completed and submitted to **Gina Woods** prior to the start of the project and before the start of each fiscal year.

** INDIRECT COST: (if applicable)

If the contractor is receiving state funds the contractor may not charge indirect costs in excess of ten (10) percent of total direct costs. An indirect rate **shall not** be charged on contractual expenditures. Indirect charges exceeding the ten (10) percent shall be considered as cost share provided by the contractor.

If the contractor is receiving federal funds the Contractor shall use the indirect rate corresponding with the agreement the contractor has with the federal entity or ten (10)

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percent. The contractor shall provide a copy of the indirect agreement prior to the federal funds being awarded.

III. Invoicing

The Contractor shall:

Invoice the Commonwealth **monthly** for authorized expenditures by budget line item.

The invoice must indicate:

1. The Document ID number, which can be found at the top of the MOA/PSC. The Document ID number can be recognized by the beginning letters "PON2" or "SC".
2. Invoice number
3. Invoice date
4. Dates of service covered
5. Current expenditures with each item listed separately
6. Cumulative expenditures to date
7. Current cost share or match, if identified in the Program Budget
8. Cumulative cost share or match
9. Include a copy of the transaction detail report if available and/or receipt

Backup documentation must be maintained for each invoice, as required by the record retention schedule in Kentucky's Administrative Regulation 725 KAR 1:061 and/or 2 CFR 200.334 through 200.338. The backup documentation can either be submitted with the invoice or kept for inspection by the Commonwealth, if or when requested.

Examples of backup documentation may include:

1. Personnel – payroll spreadsheet showing time worked within the invoice period. Spreadsheet shall contain salary information, name of employee or some identifiable number, percent of time applied to grant, along with the number of hours and fringe benefits per person.
2. Fringe – include in payroll spreadsheet.
3. Travel – travel voucher or invoices showing airfare, hotel expenses, etc.
4. Equipment – receipt marked paid (an invoice shall be submitted after equipment is paid for).
5. Supplies – receipt marked paid (an invoice shall be submitted after supplies are paid for).

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6. Contractual – invoice and documentation that item has been paid (Contractor shall verify invoice).

7. Construction – invoices, receipts marked paid and any other documents that properly verify expenses.

8. Indirect costs – will be verified not to exceed the allowable rate established in the MOA.

9. Other – invoice and documentation that item has been paid (Contractor shall verify invoice).

Final Invoice: The final invoice should be clearly marked as “FINAL INVOICE” to indicate that all funds that will be expended, have been expended.

Where to submit invoices:

All invoices shall be submitted via email to:

Division of Waste Management
300 Sower Boulevard, 2nd Floor
Frankfort, KY 40601
ATTN: Gina Woods
502-782-6808
Gina.Woods@ky.gov

In the subject line of the email list:

-Program-Organization Name (can be abbreviated) – month expenditures occurred (e.g.)

IV. Assurances:

Not Applicable

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**Memorandum of Agreement Standard Terms and Conditions
Revised January 2023**

1.00 Effective Date

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

2.00 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

3.00 Cancellation Clause

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

4.00 Funding Out Provision

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

5.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional

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service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

6.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

7.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work

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under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract.

The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

8.00 Discrimination

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration

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for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency,

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the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

AGREED TO BY:

Madison County Fiscal Court:


 Reagan Taylor, Madison Co. Judge Exec.

12/19/2023

Date

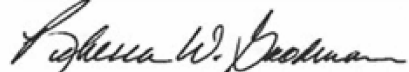
Department for Environmental Protection:


 Anthony R. Hatton, Commissioner

12.28.23

Date

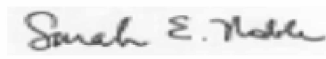
ENERGY AND ENVIRONMENT CABINET:


 Rebecca W. Goodman, Secretary

01.03.24

Date

APPROVED AS TO FORM AND LEGALITY:


 Joseph A. Newberg, General Counsel
 Office of Legal Services

12.28.23

Date