

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2024-126**

**A RESOLUTION FOR THE MADISON COUNTY FISCAL COURT TO APPROVE A
MEMORANDUM OF UNDERSTANDING AND INTERAGENCY AGREEMENT BETWEEN
MADISON COUNTY, KENTUCKY (THE “COUNTY”) AND THE MADISON COUNTY ROAD
DEPARTMENT (“DEPARTMENT”) (COLLECTIVELY, THE “PARTIES”) FOR
COMPLETING THE LAND AND SITE PREPARATION WORK FOR CONSTRUCTION OF
THE COUNTY’S NEW FIRE STATION ON CARR LANE IN RICHMOND, KY**

WHEREAS, the County is the recipient of aid from the United States Treasury through the Coronavirus State and Local Fiscal Recovery Funds program (“SLFRF”), one of the programs established by the American Rescue Plan Act of 2021 (“ARPA”), for, among other goals, to fund programs, services, and capital expenditures that respond to the public health and negative economic impacts of the COVID-19 pandemic; and

WHEREAS, the County received the SLFRF funds in May 2021, identified as Federal Award Assistance Listing Number 21.027 and Federal Award Identification Number (FAIN) SLFRP0002; and

WHEREAS, the County wishes to engage the Department to assist the County in utilizing a portion of such funds to carry out a part of the County’s Federal award on behalf of the County by committing a portion of the award to completion of a project designed to respond to the public health impacts of the COVID-19 pandemic pursuant to this Memorandum of Understanding (the “Agreement”); and

WHEREAS, this Agreement constitutes an interagency agreement for a transaction requiring payment between the Parties, and hereby creates an obligation for purposes of the SLFRF program rules and regulations; and

WHEREAS, in consideration of the need for recovery from the COVID-19 pandemic and the premises and mutual covenants described herein, the Parties mutually agree to the terms described in this Agreement;

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 Bathin, seconded by Combs.

Vote:

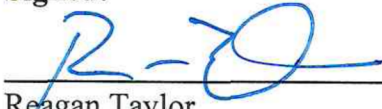
Yes

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>
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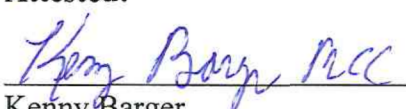
Signed:



Reagan Taylor
Madison County Judge Executive

12-17-2024
Date

Attested:



Kenny Barger
Madison County Clerk

12-17-2024
Date

MEMORANDUM OF UNDERSTANDING AND INTERAGENCY AGREEMENT

This Memorandum of Understanding is entered into on the day first set forth below ("Effective Date") by and between County of Madison, Kentucky ("County") and the Madison County Road Department ("Department") (collectively, "the Parties").

RECITALS

WHEREAS, the County is the recipient of aid from the United States Treasury through the Coronavirus State and Local Fiscal Recovery Funds program ("SLFRF"), one of the programs established by the American Rescue Plan Act of 2021 ("ARPA"), for, among other goals, to fund programs, services, and capital expenditures that respond to the public health and negative economic impacts of the COVID-19 pandemic;

WHEREAS, County received the SLFRF funds in May 2021, identified as Federal Award Assistance Listing Number 21.027 and Federal Award Identification Number (FAIN) SLFRP0002;

WHEREAS, County wishes to engage the Department to assist County in utilizing a portion of such funds to carry out a part of County's Federal award on behalf of the County by committing a portion of the award to completion of a project designed to respond to the public health impacts of the COVID-19 pandemic pursuant to this Memorandum of Understanding (the "Agreement"); and

WHEREAS, this Agreement constitutes an interagency agreement for a transaction requiring payment between the Parties, and hereby creates an obligation for purposes of the SLFRF program rules and regulations; and

WHEREAS, this Agreement governs the provision of funds from one agency, department, or part of government to another agency, department, or part of government to carry out an eligible use of SLFRF funds; and

WHEREAS, by signing this Agreement, the Department acknowledges that its use of federal funds must be in accordance with requirements imposed by federal statutes, regulations, and the terms and conditions of County's federal award, and assures County that it will comply with all necessary requirements; and

NOW, THEREFORE, in consideration of the need for recovery from the COVID-19 pandemic and the premises and mutual covenants described herein, the Parties mutually agree to the terms described in this Agreement.

1. Allocation and Use of Funds

1.1 Contract Sum. The total amount of funds awarded to the Department under this Agreement is a lump sum of One Hundred Sixty-Eight Thousand Seven Hundred Forty-Eight Dollars and Sixty Cents (\$168,748.60) ("Contract Sum").

1.2 Disbursement of Funds. The Department shall invoice the County monthly for the reimbursement of actual expenditures incurred on the Project. The Department's invoices shall be only for eligible expenses as defined herein and in 2 CFR Part 200 and contemplated by the Budget included in Exhibit A. As applicable, the Department's invoices must include copies of employee timesheets, payroll reports, invoices, payment applications, receipts, documentation of payroll taxes and fringe benefits, and copies of competitive quotations or proposals for all expenses included in an invoice. Failure to submit one of the foregoing invoices may result in termination of this Agreement for cause. Neither County's approval of a payment application or invoice nor a disbursement shall waive any of County's rights hereunder.

2.2.1 The Department shall submit the invoice within twenty-one (21) working days following the month in which the Department has incurred expenditures for services and costs as outlined in this Agreement. The County shall issue payment no later than twenty-five (25) working days after the receipt of complete and accurate billing information as determined by the County. Invoices must be signed with an original or electronic signature and received prior to payment.

2.3 Accounting and Allowable Costs. The Department shall expend and account for all funds received under this Agreement in accordance with 2 CFR part 200, including 2 CFR part 200, subpart D, which covers Standards for Financial and Program Management and agrees to adhere to the accounting principles and procedures required therein, use adequate internal controls, and maintain necessary source documentation for all costs incurred. At a minimum, this shall include an accounting system and standards that: (1) separately identifies all funding sources and all application of funds associated with providing the required services including, but not limited to, local, state, and federal grants, fees, donations, federal funds, and all other funds, public or private; (2) provides a means to gather fiscal data necessary to determine: a) the cost of a unit of service; b) the bid price; and c) if funds were generated in excess of allowable costs; and (3) accurately identifies all costs incurred by the Department, even when no revenue is received from services. Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. If Department has a current, approved, federally negotiated indirect cost rate, Department shall use that rate in charging indirect costs, if any, to the Project or Contract Sum. If Department has never had an approved, federally-negotiated indirect cost rate, and it does not receive more than thirty-five million dollars (\$35,000,000) in direct federal funding as described in paragraph D.1.b of Appendix VII to 2 CFR Part 200, it may use the *de minimis* ten percent (10%) of modified total direct costs rate described at 2 CFR 200.68. Otherwise, Department shall not charge indirect costs to the Project or Contract Sum.

2. Project Responsibilities.

2.1 The Department will be responsible for completing the land and site preparation work for construction of the County's new fire station on Carr Lane detailed in Exhibit A (collectively referred to herein as "the Project"), which scope may be amended from time to time upon mutual agreement of the Parties. Department shall cause the Project to be completed in a good, safe, and workmanlike manner and in accordance with all applicable codes, ordinances, laws, and regulations. Department shall take necessary action to protect the life, health, safety, and property of all personnel on the job site,

members of the public, and personnel. Department shall ensure the Project is completed free from all liens and encumbrances, including but not limited to mechanic's and materialmen's liens and claims. This Agreement will not be construed to make the County liable to materialmen, contractors, craftsmen, laborers or others for goods and services delivered by them to or upon the property on which the Project is constructed, or for debts or claims accruing to said parties against the Department. There are no contractual relationships, either express or implied, between the County and any materialman, contractors, craftsmen, laborers or any other persons supplying work, labor or materials on the job, nor will any third person or persons, individual or corporate, be deemed to be beneficiaries of this Agreement or any term, condition or provisions hereof or on account of any actions taken or omitted by the County pursuant hereto.

2.2 Period of Performance. Time is of the essence in the performance of this Agreement. The Department shall complete the Project by no later than November 1, 2026.

2.3 Eligible Use of Funds. As a condition of receiving this award, the Department shall complete the Project in a manner satisfactory to the County and consistent with the terms and conditions of this Agreement and applicable federal statutes and regulations.

2.4 Prohibited Uses. The Department may only use the Contract Sum to carry out the Project. The Department is prohibited from charging to the award the costs of ineligible uses under ARPA and the implementing SLFRF regulations, including but not limited to unallowable costs under 2 CFR Part 200 and activities County deems political, inherently religious, or lobbying.

3. Termination

3.1 Termination for Convenience. County may terminate this Agreement in whole or in part at any time in its discretion. In the event of County's termination for convenience, the Department shall be entitled to receive payment for work and services properly executed prior to the date of termination, and actual costs incurred by reason of such termination.

3.2 Termination for Cause. In addition, County may terminate this Agreement in whole or in part upon ten (10) days' written notice in the event the Department fails to comply with any term, condition, requirement, or provision of this Agreement. Failure to comply with any terms of this Agreement, includes but is not limited to the following:

- (a) Failure to comply with ARPA, the SLFRF regulations, or any other rules, regulations, statutes, Treasury guidelines, policies, or directives as may become applicable at any time;
- (b) Failure to comply with any terms or conditions of this Agreement, or when the Department fails to substantiate the Department's compliance with this Agreement following a request by the County.

- (c) Failure of the Department to timely and properly fulfill its obligations under this Agreement for any or no reason;
- (d) Ineffective or improper use of funds provided under this Agreement; or
- (e) Submission by the Department to County reports that are inaccurate, incomplete, or falsified in any material respect.

Upon County's termination for cause, Department shall immediately cease performance, place no further orders for goods, services, or facilities, assign to the County all of Department's rights, title, and interest under the orders and agreements placed by Department to complete the performance now terminated, deliver or convey title to all property (real and personal) produced by the work terminated or in which the County has a secured interest, and return the remainder of the Contract Sum to County. County shall have the right, but not the obligation, to complete the Project. If the cost to finish the Project, or the portion of the Project for which the Contract Sum was granted, including compensation for any damages, costs, or expenses County incurs due to Department's default and/or the termination, exceeds the balance of the Contract Sum returned to County, the Department shall pay the difference to the County.

3.3 If, after Department has been terminated pursuant to 3.2 herein, it is determined that none of the circumstances set forth in Section 3.2 exist, then such termination shall be deemed a termination for convenience pursuant to Section 3.1.

3.4 Mutual Termination. Under 2 CFR § 200.340, this Agreement may be terminated at any time and for any or no reason upon the consent of both parties, provided the parties agree on the termination conditions, including the effective date, and, in the case of partial termination, the portion to be terminated.

4. **Miscellaneous**

4.1 Reporting. Department shall submit quarterly progress and financial reports to the County to enable County to make necessary reports to the Treasury in compliance with ARPA and the SLFRF regulations. At a minimum, the reports must contain status updates, designating the Project into one of the following categories: (1) Not started, (2) Completed less than 50 percent, (3) Completed 50% or more, or (4) Completed. Department agrees to comply with any further reporting obligations established by the United States Department of Treasury, including the Treasury Office of Inspector General, as it relates to this Agreement, including but not limited to: (i) reporting of information to be used by the County and/or Treasury to comply with its public reporting obligations under ARPA; (ii) any reporting of information to be used by the County and/or Treasury to comply with its public reporting obligations under Section 501 of the Consolidated Appropriations Act of 2021 (hereinafter "Section 501"); and (iii) any reporting to Treasury and the Pandemic Response Accountability Committee that may be required pursuant to Section 15011(b)(2) of Division B of the Coronavirus Aid, Relief, and Economic Security Act (Pub. L. No. 116-136), as amended by Section 801 of Division O of the Consolidated Appropriations Act, 2021 (Pub. L. No. 116-260). Department acknowledges that any such information required to be reported pursuant to

this section may be publicly disclosed. County reserves the right to change the reporting frequency as needed and request additional performance measures, output measures, or other information regarding service delivery data for the funding awarded to the Department for the purpose of ARPA reporting.

4.2 Compliance. Department understands that it is responsible for reviewing all applicable federal laws and regulations, as well as any guidance issued by any federal agency, and agrees that it shall comply with the requirements of ARPA, Treasury interpretive guidance, the terms of the County's grant agreement with Treasury, and all other applicable federal statutes, regulations, and executive orders. Department shall also provide for such compliance in any agreements it enters with other parties relating to this Agreement. Department shall comply with all applicable provisions of ARPA, as amended, and the SLFRF regulations, as modified by Federal Register notices and as interpreted in the Treasury's guidance. Department shall also comply with all other applicable Federal, state, and local laws, regulations, and policies that apply to the activities under this Agreement, including all environmental laws and regulations applicable to the Project. To the extent applicable, the Department shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC §§ 7401–7671q) and the Federal Water Pollution Control Act (33 USC §§ 1251–1387), as amended. Other Federal regulations applicable to this contract may include, without limitation, the following:

- (a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, other than such provisions as Treasury may determine are inapplicable to this contract and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- (b) Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- (c) Reporting Contract and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- (d) OMB Guidelines to Agencies on Government-Wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180 (including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts) described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- (e) Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

(f) Government-Wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

(g) New Restrictions on Lobbying, 31 C.F.R. Part 21.

4.3 Recordkeeping. Department shall establish and maintain records sufficient to enable County to (1) determine whether the Department has complied with this Agreement, applicable federal statutes and regulations, and the terms and conditions of County's award and (2) satisfy recordkeeping requirements. At a minimum, this includes documentation supporting determinations of costs, accounting records, and records demonstrating compliance with the SLFRF regulations, ARPA, the terms and conditions of County's award, and other applicable regulatory and statutory requirements. Department shall retain all records required by this Agreement or created in conjunction with or pursuant to this Agreement, including but not limited to expenditures incurred under this Agreement, for a period of six (6) years after the termination of all activities funded by this Agreement, unless litigation, claims, audits, negotiations or other actions involving such records are pending at the end of the aforementioned six (6) year period, in which case, Department shall retain such records until completion of the actions and resolution of the issues.

4.4 False Claims. Department acknowledges and understands that making false statements or claims in connection with the Contract, including representations made in this Agreement, is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available at law.

4.5 Notices. All notices required in this Agreement shall be in writing and shall be deemed to be effective as of the date sent by certified mail, return receipt requested. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice. Notices shall be directed to the following:

County: Madison County, Kentucky
ATTN: County Judge/Executive
135 W. Irvine Street, Suite 300
Richmond, KY 40475

Department: Madison County Road Department
ATTN: Scott Shepherd, Road Supervisor
325 N. Madison Ave
Richmond, KY 40475

4.6 Severability. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

4.7 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

4.8 Waiver. County's failure to act with respect to a breach by Department does not waive its right to act with respect to subsequent or similar breaches. The failure of County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

4.9 Entire Agreement. This Agreement, including any and all attachments hereto, constitutes the entire agreement between County and Department for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between County and Department with respect to this Agreement.

4.10 Indemnification. Department shall and hereby agrees to hold harmless, defend, and indemnify County and each and all of its employees, officers, directors, attorneys, consultants, agents, managers, and affiliates, from and against any and all damages, costs, attorneys' fees, claims, expenses, injuries, property damage, causes of action, violations of law, and losses of any form or nature arising from or related to the conduct of Department in the performance of the activities in this Agreement. This shall include the obligation of Department to indemnify and reimburse County for any and all attorneys' fees and other litigation or dispute resolution costs arising in connection with Department's breach, violation, or other non-compliance with this Agreement.

4.11 Anti-Assignment. Department shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of County.

4.12 Governing Law. This Agreement shall be governed by and construed under the laws of the State of Kentucky. The Parties consent to and agree that any and all disputes arising out of or relating in any way to this Agreement shall be subject to the exclusive jurisdiction of Courts located in Madison County, Kentucky.

4.13 Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. By entering into this Agreement using electronic signatures, the Parties hereto agree and intend that, notwithstanding the use herein of the words "writing," "execution," "signed," "signature," or other words of similar import, the use of electronic signatures shall be granted the same legal effect, validity, or enforceability as a signature affixed by hand to the extent and as provided for in any applicable law. Except where other means of delivery of communications or notices are expressly required herein or by any applicable law, the Parties may provide documents to each other electronically by emails that include attachments or embedded links.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of
12/17/2024.

County: Madison County, Kentucky

By: 

Name: Reagan Taylor

Title: County Judge/Executive

Department: Madison County Road Department

By: 

Name: SCOTT L. SHEPHERD

Title: ROAD SUPERVISOR



Road Department
325 North Madison Ave.
Richmond, KY 40475
859-624-4739

EXHIBIT A

ESTIMATE

December 5, 2024

TO Madison County Fiscal Court
P.O. Box 1120
Richmond, KY 40476-1120
Attention: Judge Executive Reagan Taylor

FOR: Carr Lane Site Prep (Removing 117,600
cubic yard of dirt and installing two
entrances)

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
Equipment			
30 days	Rental - Compaction Sheep's Foot	\$225.00/day	\$6,750.00
160 Hours	Excavator	\$100.52/hour	\$16,083.20
160 Hours	Bulldozer	\$103.66/hour	\$16,585.60
80 Hours	Mini-Excavator with Hydraulic Hammer	\$48.97/hour \$53.28/hour	\$3,917.60 \$4,262.40
80 Hours	Backhoe	\$98.35/hour	\$7,868.00
160 Hours	Dump Truck	\$74.83/hour	\$11,972.80
160 Hours	Dump Truck	\$74.83/hour	\$11,972.80
160 Hours	Pick-Up	\$31.81/hour	\$5,089.60
160 Hours	Pick-Up	\$19.91/hour	\$3,185.60
		Subtotal	\$88,407.60
Materials			
983 tons	#2 Rock	\$20.35/ton	\$20,004.00
1,096 tons	DGA	\$18.25/ton	\$20,002.00
4 rolls	Geotextile Fabric	\$525.00/roll	\$2,100.00
2 Boxes	Fabric Pins	\$47.00/each	\$94.00
100 feet	36" CMP Culvert Pipe	\$76.15/ft	\$7,615.00
		Subtotal	\$49,815.00

	Labor		
160 Hours	Equipment Operator Labor	\$43.94/hour	\$7,030.40
160 Hours	Equipment Operator Labor	\$34.16/hour	\$5,465.60
160 Hours	Equipment Operator Labor	\$34.87/hour	\$5,579.20
160 Hours	CDL Truck Driver/General Laborer Labor	\$33.16/hour	\$6,300.40
160 Hours	CDL Truck Driver/General Laborer Labor	\$38.44/Hour	\$6,150.40
		Subtotal	\$30,526.00
		GRAND TOTAL	\$168,748.60

Quotation prepared by:

John L. Ball Road Supervisor

This is a quotation on the goods named, subject to the conditions noted below: Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.

To accept this quotation, sign here and return:

R-70

THANK YOU FOR YOUR BUSINESS!