

MEMORANDUM OF AGREEMENT

WHEREAS, the purpose of this MEMORANDUM OF AGREEMENT is to set forth the duties and obligations of the Commonwealth of Kentucky, Justice and Public Safety Cabinet, Kentucky State Police (KSP) and the Lexington Division of Police in the performance and administration of the Commonwealth's Motor Carrier Safety Assistance Program ("MCSAP"); and

WHEREAS, KSP serves as Kentucky's lead MCSAP agency, thereby receiving high priority MCSAP funding from the United States Department of Transportation, Federal Motor Carrier Safety Administration ("FMCSA"); in order to implement the TACT (*"Ticketing Aggressive Cars and Trucks"*) Grant Program in Kentucky, and

WHEREAS, the Lexington Division of Police possesses the human resources to conduct TACT Grant-related activities; and

WHEREAS, KSP is willing to provide a specified amount of FMCSA funds no sooner than August 1, 2016 and no later than September 30, 2017, in exchange for activities by the Lexington Division of Police, which are eligible for reimbursement under the TACT Grant; and

WHEREAS, it is in the best interest of both parties to conduct the aforementioned exchange;

NOW, THEREFORE, in consideration of the terms and conditions hereinafter set forth, the parties to this AGREEMENT hereby agree as follows:

1. KSP shall provide any training and/or program technical assistance appropriate for the successful operation of the Lexington Division of Police portion of the TACT Grant.
2. Lexington Division of Police shall conduct TACT Grant activities in accordance with the TACT Grant application and as directed by KSP.
3. Lexington Division of Police agrees to program monitoring of its TACT Grant activities, including administrative and fiscal functions within 30 days of the final execution of this AGREEMENT.
4. Lexington Division of Police agrees to provide the reporting of all TACT Grant related activity and other documentation as directed by KSP on a bi-weekly basis.
5. KSP agrees to reimburse the Lexington Division of Police for any TACT Grant-eligible costs, as submitted in the budgetary portion of the TACT Grant, in an amount up to \$40,000 total as authorized by KSP and the MCSAP Grant Program Manager.
6. The parties agree that Lexington Division of Police, in accordance with 49 CFR 350.303 shall make in-kind contributions, in an amount up to twenty percent of the total program costs, or \$10,000.00.

7. Lexington Division of Police agrees to file **monthly** claims for reimbursement and KSP agrees to reimburse on a quarterly basis, once an invoice with adequate supporting documentation of costs (e.g. payroll runs, invoices, proofs of payment, etc.) has been submitted.
8. Lexington Division of Police agrees to submit the final claim for the AGREEMENT period within 30 days of the ending date
9. All TACT Grant funds allocated to the Lexington Division of Police will be utilized for personnel expenses only. No funds are available for equipment purchases.
10. If the Lexington Division of Police expends \$300,000 or more annually in federal Awards, the agency shall have a single or program-specific audit conducted for that year in accordance with the provisions of the Office of Management and Budget ("OMB") Circular A-133.
11. KSP may terminate this AGREEMENT immediately for cause, upon written notice. Either party may terminate this agreement for convenience, upon 30 days written notice.
12. This AGREEMENT may be modified in writing upon agreement of the parties.
13. This AGREEMENT shall terminate on the calendar date September 30, 2017.
14. The contractor, as defined in KRS 45A.030(7), 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 contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records or other evidence provided to the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information, which would otherwise be subject to public release if a state government agency were providing the service
15. This AGREEMENT shall be effective upon final execution by the parties.

APPROVED AS TO FORM AND
LEGALITY


COUNSEL

COMMONWEALTH OF
KENTUCKY
JUSTICE AND PUBLIC SAFETY
CABINET


JOHN TILLEY, SECRETARY

COMMONWEALTH OF
KENTUCKY
JUSTICE AND PUBLIC SAFETY
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KENTUCKY STATE POLICE


RICHARD SANDERS,
COMMISSIONER

LEXINGTON DIVISION OF
POLICE


MARK BARNARD
CHIEF

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT


JIM GRAY
MAYOR