

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-Fayette Urban County Government, Department of Public Safety, Division of Police ("Lexington 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 annual MCSAP funding from the United States Department of Transportation, Federal Motor Carrier Safety Administration ("FMCSA"); and

WHEREAS, Lexington Police possesses the human resources to conduct MCSAP-related activities as specified in 49 CFR 350.309; and

WHEREAS, KSP is willing to provide a specified amount of FMCSA funds annually in exchange for activities by Lexington Police, which are eligible for reimbursement under the MCSAP; 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. This AGREEMENT is contingent upon Lexington Police submitting to KSP a Commercial Vehicle Safety Plan ("CVSP") which contains elements put forth in 49 CFR 350.213 (c) through 49 CFR 350.213 (k).
2. KSP shall provide any training and/or program technical assistance appropriate for the successful operation of the Lexington Police's portion of the MCSAP.
3. Lexington Police shall conduct MCSAP activities in accordance with 49 CFR 350.309. These activities shall be consistent with those put forth in the CVSP.
4. Lexington Police agrees to program monitoring of its MCSAP activities, including administrative and fiscal functions within 90 days of the final execution of this AGREEMENT.
5. KSP agrees to reimburse Lexington Police for any MCSAP-eligible costs, as submitted in the budgetary portion of the CVSP, in an amount not to exceed \$60,000, actual award amount will be specified in the grant award letter from the program manager.
6. The parties agree that Lexington Police, in accordance with 49 CFR 350.303 shall make in-kind contributions, in an amount not to exceed \$10,588.24, or as specified in the budget approval letter.

7. Lexington Police agrees to file claims for reimbursement within 30 days of the end of each quarter, 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. Any MCSAP funds not used by Lexington Police may not be carried forward, the funds will revert to KSP.
9. Lexington Police agrees to submit the final claim for the AGREEMENT period with 30 days of the ending date
10. Any equipment purchased with MCSAP funds by Lexington Police for the operation of MCSAP activities shall comply with 49 CFR 18.32.
11. Any equipment purchased with MCSAP funds by Lexington Police for the operation MCSAP activities shall be listed in the Budget section of its CVSP. KSP agrees to review these Budget items for their necessity and reasonableness to the operation of MCSAP activities.
12. Should Lexington Police cease participation in MCSAP activities, any equipment purchased with MCSAP funds in excess of \$5,000 shall be returned to KSP.
13. If Lexington 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.
14. KSP may terminate this AGREEMENT immediately for cause, upon written notice. Either party may terminate this agreement for convenience, upon 30 days written notice.
15. This AGREEMENT may be modified in writing upon agreement of the parties.
16. This AGREEMENT shall be in effect for FFY 2017 MCSAP BASIC funding and ending December 31, 2018. The approved budgets or modifications will amend this AGREEMENT.
17. The contractor, as defined in KRS 45A.030(9), 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

18. This AGREEMENT shall be effective upon final execution by the parties.

APPROVED AS TO FORM AND
LEGALITY


OFFICE OF COUNSEL

COMMONWEALTH OF
KENTUCKY
JUSTICE AND PUBLIC SAFETY
CABINET


JOHN TILLEY, SECRETARY


COMMONWEALTH OF
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JUSTICE AND PUBLIC SAFETY
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RICHARD SANDERS
COMMISSIONER

LEXINGTON DIVISION OF
POLICE


MARK BARNARD
CHIEF

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT


JIM GRAY, MAYOR