

**Project Scope and Budget**  
**Governor's Office for Local Development**  
**Office of State Grants**

Check one of the following:

- Local Government Economic Development Fund (LGEDF) Coal Severance Grant
- Line-item Project       Renaissance  
(Must complete Renaissance Worksheet)      (Must complete Cemetery Worksheet)
- Body Armor       Area Development Fund (ADF)       Other  
(Must complete ADF Assurances)
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**Project Information**

Project Title: Myer Creek Agricultural Complex

Total Amount Requested: \$250,000

Total Project Cost: \$250,000

County: McLean

ADD: Green River

Type of Project (for example - construction, revitalization, purchase of land and equipment purchase, etc.):

Master Planning & Development of Myer Creek Park Ag. Complex

Start Date: June 2006

End Date: June 2008

If Water or Sewer Project, check one of the following and provide WX # and/or SX#:

Water WX#: \_\_\_\_\_  Sewer SX#: \_\_\_\_\_

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**Grantee Information**

Legal Applicant / Funding Recipient (entity that will execute MOA): McLean County Fiscal Court

Mailing Address: PO Box 127

City, State, Zip Code: Calhoun, KY 42327-0127 Office Phone: 270/273-3213

Office Fax: 270/273-9965 E-mail Address: mclean@dynasty.net

Official's Name/Title: Larry Whitaker/County Judge/Executive County: McLean

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**Sub-Recipient Information (If different from Grantee)**

Sub-recipient (if applicable): N/A

Mailing Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_ Office Phone: \_\_\_\_\_

Office Fax: \_\_\_\_\_ E-mail Address: \_\_\_\_\_

Type of Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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**Project Contact**

Application Contact Person (consultant, area development district, etc.): Joanna Davis McCormick

Mailing Address: 3860 US Highway 60 West

City, State, Zip Code: Owensboro, KY 42301 Office Phone: 270/926-4433

Office Fax: 270/684-0714 Email Address: jomccormick@gradd.com

Project Contact Person: Judge Larry Whitaker

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**Detailed Scope of Work**

Provide a description of the project detailing all relevant project information including but not limited to the proposed project activities, a justification for project funding, any needs to be addressed by the project excepted results and public benefit to be derived from the project. Additional pages may be added if needed.

Project includes planning and development of the McLean County Agriculture Complex. The complex will enhance ag-related opportunities and house 4-H offices, a horse arena, Ag. Expo Center, Fair Board, and potentially the county extension offices. Additionally, a feasibility study will be conducted on adjacent wet lands which may impact land use.

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**Detailed Project Budget**

Provide a detailed cost break-down of the entire project (use and amount). Indicate by an asterisk \* or by bolding project activity or activities for which the requested funds will be used.

Use	Amount
1) <u>Master Plan Completion</u>	<u>\$125,000.00</u>
2) <u>Engineering &amp; Architectural Services (design)</u>	<u>\$ 75,000.00</u>
3) <u>Permitting &amp; Legal fees</u>	<u>\$ 25,000.00</u>
4) <u>Admin. fees</u>	<u>\$ 7,500.00</u>
5) <u>Contingencies</u>	<u>\$ 17,500.00</u>
6) _____	_____
7) _____	_____
8) _____	_____
9) _____	_____
10) _____	_____
<b>Total Amount Requested</b>	<u><b>\$250,000.00</b></u>

**Project Funds**

List project funds that will be used for project completion.

Funding Source	Status	Amount
<u>HB 380</u>	<u>Approved</u>	<u>\$250,000.00</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Signature**

Please check that resolution is attached and sign to certify that all information is complete and correct.

Resolution is attached. (If applicable for ADF attach Statement of Assurances)

Signature \_\_\_\_\_

Date 3/5/07

Office of State Grants • Governor's Office for Local Development  
 1024 Capital Center Drive, Suite 340 • Frankfort, KY 40601  
 Phone: 502-573-2382 • Toll Free: 800-346-5606 • Fax: 502-573-0175 • www.gold.ky.gov

**MEMORANDUM OF AGREEMENT**

between the

**COMMONWEALTH OF KENTUCKY  
OFFICE OF THE GOVERNOR  
GOVERNOR'S OFFICE FOR LOCAL DEVELOPMENT**

and the

**McLean County Fiscal Court, KENTUCKY**

THIS MEMORANDUM OF AGREEMENT (hereinafter 'the Agreement'), by and between the Commonwealth of Kentucky, Office of the Governor, Governor's Office for Local Development, Office of State Grants (hereinafter 'GOLD'), with address at 1024 Capital Center Drive, Suite 340, Frankfort, Kentucky 40601 and the McLean County Fiscal Court, Kentucky, with address of PO Box 127 - Calhoun, KY 42327, (hereinafter 'the Recipient') is made and entered into as of the date last executed by the parties thereto as evidenced by the dates written below.

WHEREAS, the 2006 General Assembly enacted House Bill 380 authorizing certain projects for local administration; and

WHEREAS, one of the projects authorized by House Bill 380 is described as follows: McLean County Fiscal Court - Planning and Design of The Myer Creek Agricultural Complex project (hereinafter 'the Project') and is to be funded in an amount not to exceed \$250,000.00 during FY 2007 and not to exceed \$0.00 during FY 2008; and

WHEREAS, GOLD has been duly designated to administer the funds for the Project; and

WHEREAS, the Recipient has agreed to serve as the administrator and beneficiary of the program funding from GOLD for the Project as provided in House Bill 380 under the terms and conditions enumerated herein and has further agreed to effectuate the completion of the Project in accordance with those terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants, commitments, and conditions contained herein, GOLD and the Recipient agree as follows:

## **1 – EFFECTIVE DATES OF THE AGREEMENT**

- A. This Agreement shall be effective only upon approval by the Government Contract Review Committee of the Legislative Research Commission or, in the event of disapproval by the committee, upon override of the committee's action in accordance with KRS 45A.695(7). Pursuant to KRS 45A.700, should this Agreement be for the sum of \$50,000.00 or less, as denoted in Section 2(A), this Agreement shall be effective upon filing with the Government Contract Review Committee and does not require Government Contract Review Committee approval. The Agreement shall continue in effect through June 30, 2008, unless terminated at an earlier date in accordance with the terms set forth herein. The terms of this Agreement may be renewed or extended upon mutual written agreement duly executed by the parties.
- B. This Agreement may be terminated by either party at any time for cause and may be terminated by either party without cause upon 30 days written notice to the other party. Termination of this Agreement shall not diminish or in any other manner affect any other remedy that may be available to the parties for any breach of the Agreement that occurs prior to the termination.

## **2 - OBLIGATIONS OF GOLD**

GOLD covenants and agrees, conditioned upon the timely performance by the Recipient of its obligations herein, to undertake the following obligations:

- A. GOLD shall, subject to the availability of appropriate funds, pay the Recipient a sum not to exceed \$250,000.00 during FY 2007 and \$0.00 during FY 2008 in accordance with the submission of a Request for Disbursement, which is hereby incorporated by reference and made a part of this Agreement.

Payments pursuant to this 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.

- B. GOLD may, but is not required to, make periodic inspections of the Project and may send inspection reports to the Recipient. Deficiencies identified in an inspection report shall be corrected by the Recipient and their correction reported in writing to GOLD within two weeks of receipt of the inspection report.
- C. GOLD shall cooperate fully with the Recipient in order to facilitate the obligations set out in this memorandum.
- D. GOLD shall close out the Project upon satisfactory completion of the Project by the Recipient in accordance with the terms and conditions of this Agreement and submission of an acceptable project completion report in the form prescribed by GOLD.

### 3 - OBLIGATIONS OF THE RECIPIENT

The Recipient covenants and agrees to undertake the following obligations:

- A. The Recipient shall perform and cause to be performed all necessary acts to plan, design and complete the Project in accordance with the Scope of Work which is hereby incorporated by reference and made a part of this Agreement.
- B. The Recipient shall obtain all necessary permits, licenses, and approvals required for completion of the Project from the appropriate governmental entities.
- C. The Recipient shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies.
- D. The Recipient shall use its own procurement procedures that reflect applicable state and local laws for all purchases of goods or services related to the Project.
- E. The Recipient shall submit quarterly progress reports to GOLD in the form prescribed by GOLD until the Project is closed out by GOLD. The reports shall be submitted by the 30th day of the month following the last day of each calendar quarter (i.e., January 30th, April 30th, July 30th, and October 30th). The report shall list, at a minimum, the line items in the cost estimate and the percent of completion as well as any indication of problems or time delays.
- F. The Recipient shall retain all records relating to the Project until the records are audited by GOLD, or for three years after the Project has been closed out by GOLD, whichever occurs first.
- G. A copy of the Recipient resolution authorizing the execution of this Agreement is hereby incorporated by reference and made a part of this Agreement.
- H. The Recipient shall cooperate fully with GOLD and provide any documentation requested by GOLD in order to facilitate the obligations set out in this Agreement.
- I. The Recipient shall begin design of the Project no later than upon receipt of the initial draw. The Project shall be completed by the Recipient no later than June 30, 2008.
- J. The Recipient shall be responsible for the expenditure of funds in accordance with House Bill 380 and all other applicable laws. Any unauthorized or improper expenditure of funds, or expenditure of funds other than in accordance with the terms of this Agreement shall be deemed a default of this Agreement by the Recipient. The Recipient shall repay GOLD all funds that are not spent in accordance with this Agreement and appropriate laws.
- K. The Recipient shall submit a project completion report to GOLD in the form prescribed by GOLD upon completion of the Project.

- L. All line-item recipients, with the exception of 6th Class Cities covered by KRS 91A.040(2) and (3) and Districts covered by KRS 65.065(2), are subject to an independent annual audit conducted in accordance with generally accepted auditing standards, Government Auditing Standards, issued by the Comptroller General of the United States, the provisions of Office of Management and Budget Circular A-133, "Audits of State and Local Governments," if applicable, and the Audit Guide for Fiscal Court Audits issued by the Kentucky Auditor of Public Accounts. The audit report shall include a certification that the funds were expended for the purpose intended. A copy of the audit and certification of compliance shall be forwarded to GOLD, Office of State Grants, no later than 12 months after the end of each fiscal year in which funds were received by a recipient.

Those 6th Class Cities and Districts referenced above shall be required to submit a copy of their financial statement, when applicable, to GOLD, Office of State Grants, no later than 12 months after the end of each fiscal year in which funds were received by a recipient. Where a financial statement is not applicable, pursuant to the relevant statute, an audit shall be required.

#### **4 - MUTUALITY OF OBLIGATIONS**

- A. The parties agree that the obligations imposed upon them are for the benefit of the parties and the timely fulfillment of each and every obligation in accordance with this Agreement is necessary. The failure of any party to fulfill its obligations under this Agreement or the failure of any event to occur by a date established by this Agreement shall constitute a breach of it unless the fulfillment of such obligation is waived or modified by written Agreement of the parties.
- B. In the event of default by the Recipient, including the failure to meet any time deadlines set out in this memorandum, GOLD may declare this Agreement void from the beginning without further obligation to the Recipient and may commence appropriate legal or equitable action to enforce its rights under this Agreement including action for recovery of funds expended hereunder.
- C. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any costs incurred in fulfilling their obligations under this Agreement and no party shall have any claim against the other party for reimbursement of costs whether or not a party is in default.

#### **5 - MISCELLANEOUS PROVISIONS**

- A. This Agreement may be signed by each party upon a separate copy, and in such case one counterpart of this Agreement shall consist of a sufficient number of such copies to reflect the signature of each party hereto. This Agreement may be executed in two or more counterparts each of which shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms and conditions hereof to produce or account for more than one of such counterparts.
- B. The headings set forth in this Agreement are for convenience or reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

- C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the parties. This provision shall not be construed to permit assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of all parties hereto.
- D. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements among them concerning the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.
- E. Time is of the essence in the performance of each of the terms and conditions of this Agreement.
- F. The parties agree that any suit, action, or proceeding with respect to this Agreement may only be brought in or entered by, as the case may be, the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky or the United States District Court for the Eastern District of Kentucky, Frankfort Division.
- G. All notices, requests, demands, waivers, and other communications given as provided in this Agreement shall be in writing, and shall be addressed as follows:

If to GOLD: Governor's Office for Local Development  
Office of State Grants  
1024 Capital Center Drive, Suite 340  
Frankfort, Kentucky 40601  
ATTENTION: Gene Kiser

If to the Recipient: McLean County Fiscal Court, KENTUCKY  
PO Box 127  
Calhoun, KY 42327  
ATTENTION: Larry B. Whitaker, Judge Executive

Initial \_\_\_\_\_

- H. GOLD may audit or review all documentation and records of the Recipient relating to this project pursuant to the provisions of KRS 45A.150.



- I. The Recipient agrees that GOLD, 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 Commonwealth, the Finance and Administration Cabinet, the Auditor of Public Accounts, or 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 was providing the services.
- J. The parties agree that this Agreement is not entered into under the provisions of KRS 56.8161 et seq.

IN WITNESS WHEREOF, GOLD and the Recipient have executed this memorandum as of the dates written below.

McLean County Fiscal Court

Date 5/23/07



Larry B. Whitaker, Judge Executive  
McLean County Fiscal Court

Examined as to form and legality only:



Counsel for  
McLean County Fiscal Court

COMMONWEALTH OF KENTUCKY

Date 6/16/07



for Colleen Chaney  
Acting Commissioner

Examined as to form and legality only:



Counsel for  
Governor's Office for Local Development

RECEIVED

JUN 05 2007

GOLD/030

<b>Project ID</b> 1306	<b>Scope of Work</b>	<b>Type</b> HB 380 Comm. Dev.
<b>Project Name</b> McLean County Fiscal Court - Planning and Design of The Myer Creek Agricultural Complex		
<b>Funded Amount</b> \$250,000.00	<b>Document</b>	<b>Project Number</b> 217
<b>Scope of Work</b>  FUNDS WILL BE USED FOR MYER CREEK PROJECT INCLUDING BUT NOT LIMITED TO COST OF MASTER PLAN COMPLETION, ENGINEERING AND ARCHITECTURAL SERVICES (DESIGN) COSTS, PERMITTING AND LEGAL FEES, CONTINGENCIES, CONSTRUCTION COSTS FOR COMPLEX FACILITIES, FEASIBILITY STUDY COSTS, AND ADMINISTRATION FEES.		