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2100000225	LEXINGTON-FAYETTE URBAN CO. GOVERNMENT Grant Project #20-016	

Memorandum of Agreement
Revised December 2019

This Memorandum of Agreement (MOA) is entered into by and between the Commonwealth of Kentucky, KENTUCKY OFFICE OF HOMELAND SECURITY (“the Commonwealth”) and LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (“the Vendor”) to establish an agreement for the KENTUCKY 911 SERVICES BOARD 2020 REIMBURSEMENT GRANT. The initial MOA is effective from EFFECTIVE DATE: **August 15, 2021**, through EXPIRATION DATE: **January 31, 2022**.

Scope of Services: a project to upgrade two dispatch positions into radio-capable positions.

Pricing: Grant Award Project #20-016 \$37,113.12

Grant Terms and Conditions

1. Americans with Disabilities Act of 1990 (ADA): The grantee must comply with all requirements of the Americans with Disabilities Act of 1990 (ADA), as applicable.

2. Availability of CMRS Funds: This grant award is contingent upon availability of funds in the CMRS Grant Fund as received pursuant to KRS 65.7631.

3. Bidding Requirements: The grantee shall comply with the Kentucky Model Procurement Code (KRS Chapter 45A). According to Chapter 45A.385, the grantee may use the small purchase procedures (45A.100) for any contract for which determination is made that the aggregate amount of the contract does not exceed twenty thousand dollars (\$20,000). For items and contracts over \$20,000, the grantee must competitively bid the project according to the agency’s procurement guidelines or purchase the items from the Kentucky State price contract.

4. Bonding: It is strongly recommended that all officials identified on this grant who have authority to obligate, expend or approve expenditures be bonded for an amount no less than the total amount of the grant.

5. Civil Rights Compliance and Notification of Findings: The grantee will comply with the nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1964, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Homeland Security’s Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Homeland Security’s regulations on disability discrimination, 28

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CFR Part 35 and 39 and KRS Chapter 344. In the event a Federal or State Court, Federal or State administrative agency, or the grantee or Contractor makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the grantee or Contractor will forward a copy of the findings to the Kentucky 911 Services Board who will, in turn, submit the findings to the Kentucky Office of Homeland Security for referral to the Department of Homeland Security and the Office of Justice Programs' Office of Civil Rights.

6. Compliance Agreement: The grantee agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by the Kentucky 911 Services Board. Failure to comply could result in a "Stop Payment" being placed on the grant.

7. Compliance with Section 504 of the Rehabilitation Act of 1973 (Handicapped): All recipients of public funds must comply with Section 504 of the Rehabilitation Act of 1973. Therefore, the funds recipient pursuant to the requirements of the Rehabilitation Act of 1973 hereby gives assurance that no otherwise qualified handicapped person shall, solely by reason of handicap, be excluded from the participation in, be denied the benefits of or be subject to discrimination, including discrimination in employment, in any program or activity that receives or benefits from federal financial assistance. The recipient agrees it will ensure that requirements of the Rehabilitation Act of 1973 shall be included in the agreements with and be binding on all of its grantees, contractors, subcontractors, assignees or successors.

8. Confidential Information: Any reports, information, data, etc., given to, prepared or assembled by the grantee under this grant (which the Kentucky 911 Services Board requests to be kept confidential) shall not be made available to any individual or organization by the grantee without prior written approval of the Kentucky 911 Services Board.

9. Conflict Of Interest: Personnel and other officials connected with this grant shall adhere to the requirements given below:

Advice: No official or employee of a state or unit of local government or of non-government grantees/grantees shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest.

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Appearance: In the use of these grant funds, officials or employees of state or local units of government and non-governmental grantees shall avoid any action which might result in, or create the appearance of the following:

Using his or her official position for private gain;
 Giving preferential treatment to any person;
 Losing complete independence or impartiality;
 Making an official decision outside official channels; and/or
 Adversely affecting the confidence of the public in the integrity of the government or the program.

10. Consultants: Billings for consultants who are individuals must include at a minimum: a description of services; dates of services; number of hours for services performed; rate charged for services; and, the total cost of services performed. Individual consultant costs must be within the prevailing rates, not to exceed the maximum of \$450.00 per day.

11. Continuation: The applicant agrees that if the requested project is funded, continuation is not guaranteed.

12. Contract Requirements: The applicant agrees that no contract or agreement may be entered into by the grantee for execution of project activities or provision for services to a grant project (other than the purchase of supplies or standard commercial or maintenance services) which is not incorporated in the approved application. Any such arrangements will provide that the grantee will retain ultimate control and responsibility for the project and that the contractor will be bound by these conditions as well as the grantee.

13. Deobligation of Grant Funds: All grants must be de-obligated within forty-five (45) calendar days of the end of the grant period. Failure to de-obligate the grant in a timely manner will result in an automatic de-obligation of the grant by the Kentucky 911 Services Board.

14. Drug-Free Workplace Certification: This Certification is required by federal regulations implementing the Federal Drug-Free Workplace Act of 1988. The federal regulations, published in the January 31, 1989, Federal Register, require certification by state agency grantees that they will maintain a drug-free workplace. The certification is a material representation of fact upon which reliance will be placed when the Kentucky 911 Services Board determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of the grant; or government-wide suspension or debarment.

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15. Financial Responsibility: The financial responsibility of grantees must be such that the grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria:

Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant; Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located;

The accounting system should provide accurate and current financial reporting information; and,

The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed management policies.

16. Fiscal Regulations: The applicant assures that it will comply and all its contractors will comply, with the provisions of applicable federal and state laws and regulations.

17. Fraud: The applicant understands that whoever embezzles, willfully misapplies, steals or obtains by fraud any funds, assets or property which are the subject of a grant or contract or other form of assistance, whether received directly or indirectly from the Kentucky 911 Services Board, will be fined not more than \$10,000 or imprisoned for not more than five years or both. Whoever knowingly falsifies, conceals or covers up by trick, scheme or device, any material fact in any application for assistance or in any record required to be maintained, will be subject to prosecution under the provisions of Section 1001 of Title 18, United States Code. Any program or project underwritten in whole or in part by any grantee, or contract or other form of assistance, whether received directly or indirectly from the Kentucky 911 Services Board will be subject to the provisions of Section 371 of Title 18, United States Code.

18. Interest and Other Program Income: The applicant agrees to be accountable for all interest or other income earned by the grantee with respect to grant funds or as a result of conduct of the project (sale of publications, registration fees, service charges, etc.) All program income generated by this grant during the project must be reported to the Kentucky 911 Services Board quarterly and must be put back into the project or be used to reduce the grantor participation in the program. The use or planned use of all program income must have prior written approval from the Kentucky 911 Services Board.

19. Interoperable Equipment: Any awards resulting from this application, involving data or voice communication equipment or projects, including data or voice interoperability equipment or projects, shall be presented for review and must be approved by the Kentucky Wireless Interoperability Executive Committee (KWIEC). The

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KWIEC shall forward the plans to the Chief Information Officer for the Commonwealth Office of Technology (COT) for final approval.

20. Legal Action: The applicant agrees that should the Kentucky 911 Services Board or the Kentucky Office of Homeland Security to which it is attached determine that it needs to take legal action against the applicant for actions arising out of the grant, the applicant will waive jurisdiction and consent to jurisdiction of the Franklin County Circuit Court.

21. Non-Supplanting Agreement: The grantee shall not use grantor funds to supplant state or local funds or other resources that would otherwise have been made available for this program. Further, if a position created by a grant is filled from within, the vacancy created by this action must be filled within 30 days. If the vacancy is not filled within 30 days, the grantee must stop charging the grant for the new position. Upon filling the vacancy, the grantee may resume charging for the grant position.

22. Obligation of Grant Funds: Grant funds may not be obligated prior to the effective date of the approved grant application and without advance written approval by the Kentucky 911 Services Board. No obligations are allowed after the end of the grant period and the final request for payment must be submitted no later than 45 calendar days after the end of the grant period.

23. Performance: This grant may be terminated or fund payments discontinued by the Kentucky 911 Services Board where it finds a substantial failure to comply with the provisions of the legislation governing these funds or regulations promulgated, including those grant conditions or other obligations established by the Kentucky 911 Services Board. In the event the grantee fails to perform the services described herein and has previously received financial assistance from the Kentucky 911 Services Board, the grantee shall reimburse the Board the full amount of the payments made. However, if the services described herein are partially performed, and the grantee has previously received financial assistance, the grantee shall proportionally reimburse the Kentucky 911 Services Board for payments made.

24. Personnel Costs: Personnel costs must be consistent with the agency's policies and procedures and must be applied uniformly to both grant financed and other activities of the agency.

25. Political Activity: None of the funds, materials, property or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise in violation of the provisions of the "Hatch Act", and/or the provisions of KRS 11A and KRS 45A.

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26. Project Implementation: The grantee agrees to implement this project within 60 days following the grant award effective date or be subject to automatic cancellation of the grant.

27. Property Control: Effective control and accountability must be maintained for all personal property. Grantees must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Grantees should exercise caution in the use, maintenance, protection and preservation of such property.

Use and Disposition: Equipment shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the program or project continues to be supported by state funds. When use of the property for project activities is discontinued, the grantee shall request, in writing, disposition instructions from the Kentucky 911 Services Board prior to actual disposition of the property. Theft, destruction, or loss of property shall be reported to the Kentucky 911 Services Board immediately.

28. Procurement: Procurement of goods and services must comply with all local procurement guidelines, which reflect applicable provisions of KRS 45A or Chapter 424. It is suggested that grantees recipients contact counsel for advice.

29. Publications: The grantee agrees that all publications created with funding under this grant agreement shall prominently contain the following statement: "This document was prepared under a grant from the Kentucky 911 Services Board. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the Kentucky 911 Services Board or the Kentucky Office of Homeland Security." Additionally, any publication created with funding under this agreement shall bear on it the logos of the Kentucky 911 Services Board.

The grantee also agrees that one copy of any such publication will be submitted to the Kentucky 911 Services Board to be placed on file and distributed as appropriate to other potential grantees or interested parties. The Kentucky 911 Services Board may waive the requirement for submission of any specific publication upon submission of a request providing justification from the grantee.

30. Recording and Documentation of Receipts and Expenditures: Grantee's accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the grant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and

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other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.

31. Reimbursements: *The applicant understands that all grant funds awarded from the Kentucky 911 Services Board are done so on a reimbursement basis. The grantee must pay accumulated vendor invoices once services are rendered and submit the invoice along with a copy of the cancelled check made out to the vendor to the 911 Services Board for reimbursement. The 911 Services Board agrees to handle requests for grant reimbursements in a timely and efficient manner. Grantees unable to handle the grant on a reimbursement basis due to financial hardship must contact the 911 Services Board as soon as the grant is awarded to make other arrangements.*

32. Reports: The grantee shall submit, at such times and in such form as may be prescribed, such reports as the Kentucky 911 Services Board may reasonably require, including financial reports, progress reports, final financial reports and evaluation reports.

33. Retention of Records: Records for non-expendable property purchased totally or partially with grantor funds must be retained for three years after its final disposition. All other pertinent grant records including financial records, supporting documents and statistical records shall be retained for a minimum of three years after the final expenditure report. However, if any litigation, claim or audit is started before the expiration of the three year period, then records must be retained for three years after the litigation, claim or audit is resolved.

34. Suspension or Termination of Funding: The Kentucky 911 Services Board may suspend, in whole or in part, and/or terminate funding for or impose another sanction on a grantee for any of the following reasons:

Failure to comply substantially with requirements or statutory objectives set forth herein;
 Failure to adhere to the requirements, standard conditions or special conditions;
 Proposing or implementing substantial program changes to the extent that, if originally submitted, the application would not have been approved for funding;
 Failure to submit reports;
 Filing a false certification in this application or other report or document;
 Other good cause shown.

If funds are not appropriated to the 911 Services Board or are not otherwise available for the purpose of making payments with incurring any obligation for payment after the date of termination, regardless of the terms of the contract.

The 911 Services Board shall provide the grantee thirty (30) calendar days written notice of termination of the contract.

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35. Travel Costs: The grantee shall be paid no travel expense unless and except as specifically authorized under the specifications of the grant agreement. Unless otherwise indicated, travel reimbursement shall be in accordance with 200 KAR 2:006. Neither travel time nor travel expenses will be included personnel hourly rates.

36. Utilization and Payment of Grant Funds: Funds awarded are to be expended only for purposes and activities covered by the grantees approved project plan and budget. Items must be in the grantee's approved grant budget in order to be eligible for reimbursement.

37. Utilization of Minority Businesses: Grantees are encouraged to utilize qualified minority firms where cost and performance of major contract work will not conflict with funding or time schedules.

38. Written Approval of Changes: Any mutually agreed upon changes to this grant must be approved, in writing, by the Kentucky 911 Services Board prior to implementation or obligation and shall be incorporated in written amendments to this grant. This procedure for changes to the approved grant is not limited to budgetary changes, but also includes changes of substance in project activities and changes in the project director or key professional personnel identified in the approved application

202 KAR 6:090. Permitted uses by PSAPs for CMRS funds.

RELATES TO: KRS 65.7621, 65.7627, 65.7629(3)-(9), (13), 65.7631, 65.7635, 65.7639, 65.7643, 9 U.S.C. 1-16, 47 U.S.C. 153(27), 332(d), FCC Order Docket #94-102, 1996

STATUTORY AUTHORITY: KRS 65.7633(2)(c)

NECESSITY, FUNCTION, AND CONFORMITY: KRS 65.7633(2)(c) requires the CMRS Board to promulgate administrative regulations to establish guidelines to be followed by the board in reviewing, evaluating, and approving or disapproving disbursements from the CMRS fund and requests for disbursements under KRS 65.7631(2) and (3). KRS 65.7631(2) restricts the use of funds disbursed solely for the purposes of answering, routing, and properly disposing of CMRS 911 calls, training PSAP staff, public education, and complying with the wireless E911 service requirements established by the FCC. This administrative regulation establishes guidelines to be followed by the board in its review and evaluation of disbursement requests by local 911 centers.

Section 1. Definitions. (1) "AVL" means automatic vehicle location systems used to track emergency responder vehicle.

(2) "CAD" means computer aided dispatch systems used by 911 personnel to allocate and track emergency responder resources during a 911 call.

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(3) "EMS" means emergency medical system which includes paramedics, emergency medical technicians and other personnel and equipment used to respond to medical emergencies.

(4) "GIS" means Geographic Information Systems used to create, maintain, and manage graphic location data for use by emergency communications centers.

(5) "LINK/NCIC" means the Law Enforcement Information Network of Kentucky and the National Crime Information Center, two (2) systems commonly used by law enforcement and emergency communications personnel for short messaging between agencies and to request vehicle, driver, and criminal history checks.

(6) "MSAG" means Master Street Address Guide, the database used by 911 centers to determine an emergency call's initial location.

Section 2. Allocation of CMRS Funds. (1) Wireless only costs. CMRS funds may be expended for costs which are solely for the provision of enhanced 911 service involving calls from wireless consumers.

(2) Wireline and wireless-shared costs. Costs for personnel, equipment, or facilities which are necessarily shared by calls to 911 from wireline and wireless users shall be prorated based on the percentage of call traffic attributed to calls from wireless users. CMRS funds may be used only for the wireless prorated portion.

(3) Multifunction personnel, equipment, or facility shared costs. Expenses for personnel, equipment, or facilities which serve multiple functions or purposes shall be prorated. Only those costs for the prorated wireless portion directly involved in the delivery of 911 service shall be allowed.

Section 3. Allowed 911 Center Operational Expenditures. (1) Personnel costs. Costs for the following employees, to the extent their duties are directly attributable to delivery of 911 service, shall be allowed:

(a) Positions allowed.

1. Director;
2. Supervisor;
3. Dispatcher;
4. Call-taker;
5. Technical staff;
6. Support staff; and
7. Other staff involved in the provision of 911 service.

(b) Costs allowed.

1. Salaries;
2. Fringe benefits;
3. MSAG coordination;
4. Uniforms; and
5. Addressing/database development and management.

(2) Facility costs. Facility costs for the following expenses, to the extent it is directly attributable to delivery of 911 service, shall be allowed:

(a) Capital improvements for construction, remodeling, or expansion;

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- (b) Lease or rental payments;
- (c) Utilities;
- (d) Heating and air conditioning;
- (e) Fire suppression systems;
- (f) Security systems;
- (g) Cleaning and maintenance;
- (h) Emergency power and uninterruptible power equipment;
- (i) Insurance;
- (j) Office supplies;
- (k) Printing and copying services; and
- (l) Furniture.

(3) Training and memberships. Training and memberships in professional associations shall be allowed to the extent they are directly attributable to the enhancement of knowledge, skills and abilities of 911 personnel in the provision of 911 service, including:

- (a) Vendor provided training;
- (b) Conferences;
- (c) Necessary travel and lodging;
- (d) On-the-job training; and
- (e) Memberships in 911 related associations, such as the Association of Public Communications Officials, or the National Emergency Number Association.

(4) Hardware, software, and peripheral equipment. Costs for the following equipment shall be allowed to the extent their function is directly attributable to the provision of 911 service, whether on the premises or remotely located:

- (a) 911 controllers, telephone equipment, or software;
- (b) 911 trunks or administrative lines for the 911 center;
- (c) Remote 911 hardware or modems;
- (d) Automatic call distribution (ACD) systems or other call management facilities and software;
- (e) Call-time stamping or other clock functions;
- (f) Computer workstations;
- (g) Telephone device for the deaf equipment;
- (h) Voice and data recording systems;
- (i) Radio systems, including consoles and infrastructure;
- (j) CAD, GIS/mapping, paging, mobile data, LINK/NCIC, or AVL systems;
- (k) Associated databases;
- (l) Network connectivity;
- (m) Software licenses; and
- (n) Maintenance or service agreements for equipment or software listed in paragraphs (a) through (m) of this subsection.

(5) Vehicle costs. Vehicle costs for the following, either as reimbursement to an employee for the use of a private vehicle or direct costs for a vehicle assigned to the agency, shall be allowed to the extent their use is directly attributable to the provision of 911 service:

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- (a) MSAG development and maintenance;
- (b) GIS verification and testing; and
- (c) Public education.
- (6) Professional services. Costs for the following professional services shall be allowed to the extent they are directly attributable to the provision of 911 related service:
 - (a) Legal;
 - (b) Architectural;
 - (c) Auditing; and
 - (d) Consultation.
- (7) Public education. Costs for public education regarding the proper use of 911 shall be allowed.

Section 4. Not Allowed 911 Center Operational Expenses. (1) Personnel costs. Personnel costs for the following personnel shall not be allowed, except when directly functioning as 911 center staff:

- (a) Law enforcement;
- (b) EMS personnel;
- (c) Fire personnel;
- (d) Emergency management staff; and
- (e) Shared support or technical staff.
- (2) Facility costs. Facility costs for the following purposes and facilities shall not be allowed, except for that portion used for 911 operations.
 - (a) Capital and furnishing costs for facilities whose primary purpose is other than 911 operations;
 - (b) Facilities primarily intended for use by police, fire, EMS, or other emergency management personnel; and
 - (c) Facilities providing general offices for county or municipal government operations.
- (3) Training and memberships.
 - (a) Costs for training for staff not directly involved in the delivery of 911 services or courses whose content is not intended to increase of the knowledge, skills, and abilities of 911 personnel in regard to delivery of 911 service shall not be allowed.
 - (b) Costs for memberships in organizations or associations whose primary purpose is other than public safety communications or 911 issues shall not be allowed.
- (4) Hardware, software, and peripheral equipment. The following hardware, software, or peripheral equipment costs, unless directly attributable to the delivery of 911 service shall not be allowed:
 - (a) Law enforcement, fire, EMS, or jail record management systems;
 - (b) Word processing, databases, and other general computer applications;
 - (c) GIS applications providing data layers not needed for the location of emergency calls or other general mapping and location services for government operations;
 - (d) Court information systems;
 - (e) Field equipment used outside of the 911 center by emergency responders or other government personnel for radio, paging, mobile data, LINK/NCIC, CAD, or AVL systems;

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- (f) Connectivity for an application listed in paragraphs (a) to (e) of this subsection;
 - (g) A maintenance or service agreement for an application listed in paragraphs (a) to (e) of this subsection; and
 - (h) Software license for an application listed in paragraphs (a) to (e) of this subsection.
- (5) Vehicle costs. The cost of an emergency response or other government vehicle not directly attributable to the delivery of 911 service shall not be allowed.
- (6) Professional services. Costs for professional services not directly attributable to the delivery of 911 service shall not be allowed.
- (7) Public education. Costs for public education not directly attributable to the delivery of 911 service shall not be allowed. (29 Ky.R. 1160; Am. 1524; eff. 12-18-02; TAm eff. 8-31-2007.)

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**Memorandum of Agreement Standard Terms and Conditions
Revised December 2019**

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 other party 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 agreement to reveal to the Commonwealth, prior to the award of a contract, 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.

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the agreement shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the agreement shall be in continuous compliance

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with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination as described above, or failure to comply with the above statutes for the duration of the agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

[Check box section below need only be included for Contractors that are quasi-governmental entities or 501(c)3 non-profit entities.]

Contractor must check one:

The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

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,

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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 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

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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, 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.

1st Party: KY Office of Homeland Security

Signature

Executive Director

Title

Josiah L. Keats

Printed Name:

Date

2nd Party:

Signature

Mayor

Title

Linda Gorton

Printed Name

Date

Other Party:

Signature

Title

Printed Name

Date

Approved as to form and legality:

Attorney