

**HARDIN COUNTY FISCAL COURT  
RESOLUTION NO. 2016-138**

**BE IT RESOLVED**, upon recommendation of Judge/Executive Harry L. Berry, to approve the grant application for 2016 Emergency Management Performance Grant Federal Funds for FY 2017 disbursement;

**BE IT FURTHER RESOLVED**, to authorize the Judge/Executive to sign all documents concerning the grant.

**ADOPTED**, by the Hardin County Fiscal Court in its regular meeting on 27 September 2016.

  
Harry L. Berry  
Hardin County Judge/Executive

ATTEST:

  
Debbie Donnelly  
Hardin County Clerk



# Commonwealth of Kentucky

## CONTRACT

**IMPORTANT**

Show Doc ID number on all packages, invoices and correspondence.

<b>Doc Description:</b> LEPC CONTRACT 2016	
<b>Doc ID No:</b> PON2 095 1700000160 1	<b>Procurement Folder:</b> 4328713
<b>Procurement Type:</b> Grant	<b>Record Date:</b>
<b>Issued By:</b> CONNIE ESTILL	<b>Cited Authority:</b> KRS39E.050
<b>Telephone:</b>	

<b>C O N T R A C T O R</b>	<b>Multiple Provider</b>	
		County of Hardin
	702 Capitol Avenue	150 North Provident Way
	OMPS	Elizabethtown, Kentucky 42701
	Frankfort KY 40601	
	US	

**Effective From:** 09/15/2016      **Effective To:** 08/30/2017

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Administration of Title III Program at local level		0.00		0.00000	209,305.70	209,305.70

**Extended Description**

This contract is to administer the Superfund Amendment and Reauthorization Act (SARA) Title III Program at the local level by preparing emergency response organizations to respond effectively to releases of hazardous substances and identifying a 24 hour warning point for reporting of releases of hazardous substances. This contract is for 2016 funds awarded that will be dispersed in FY2017. Adair; Allen; Anderson; Ballard; Barren; Bath; Bell; Bourbon; Boyd; Boyle; Bracken; Breathitt; Breckinridge; Bullitt; Butler; Caldwell; Carlisle; Calloway; Carroll; Carter; Casey; Christian; Clark; Clay; Clinton; Crittenden; Cumberland; Daviess; Edmonson; Elliott; Estill; Fayette; Fleming; Floyd; Franklin; Fulton; Gallatin; Garrard; Grant; Graves; Grayson; Green; Greenup; Hancock; Hardin; Harlan; Harrison; Hart; Henderson; Henry; Hickman; Hopkins; Jackson; Jefferson; Jessamine; Johnson; Knott; Knox; Larue; Laurel; Lawrence; Lee; Leslie; Letcher; Lewis; Lincoln; Livingston; Logan; Lyon; Madison; Magoffin; Marion; Marshall; Martin; Mason; McCracken; McCreary; McLean; Meade; Menifee; Mercer; Metcalfe; Monroe; Montgomery; Morgan; Muhlenberg; Nelson; Nicholas; Ohio; Oldham; Owen; Owsley; Pendleton; Perry; Pike; Powell; Pulaski; Robertson; Rockcastle; Rowan; Russell; Scott; Shelby; Simpson; Spencer; Taylor; Todd; Trigg; Trimble; Union; Warren; Washington; Wayne; Webster; Whitley; Wolfe; Woodford; Northern KY.

Payments will be processed only through electronic funds transfers (Direct Deposit)

Start Date: Sept 15, 2016

End Date: Aug 30, 2017

<b>S H I P T O</b>	1572	
	DMA DIV OF ADMIN SERVICES	
	100 MINUTEMAN PARKWAY	
	FRANKFORT KY 40601	
	US	

**Total Order Amount:** 209,305.70

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**Memorandum of Agreement Terms and Conditions**  
**Terms and Conditions**

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Department of Military Affairs, Division of Emergency Management ("the Commonwealth") and Local Emergency Planning Committees ("the Contractor") to administer the Superfund Amendment and Reauthorization ACT (SARA) Title III Program at the local level. The initial MOA is effective from September 15, 2016 through August 30, 2017.

**Scope of Services:**

**(a) If a Local Emergency Planning Committee (LEPC) requests financial assistance, it shall use Grant Request Form SARA 303 and shall include a detailed budget identifying how the requested funds are to be spent. The Grant Request Form shall be submitted through the Area Manager to the Chairman of the Kentucky Emergency Response Commission (KERC), or designee no later than June 1 of each year.**

(b) The Chairman of the KERC forwards the application to the Grant Review committee for review. The Grant Review Committee shall review all grant requests and forward their recommendations to the Kentucky Emergency Response Commission (KERC).

Upon review of LEPC requirements, on April 1, a letter will be mailed direct to the LEPC notifying them of their eligibility status. Eligibility must be established during the calendar year preceding the due date of the grant application.

(d) Letters notifying the LEPC's of their grant awards will be sent to the Area Managers and LEPC's. Letters will include the EFT number, EFT amount and invoice number.

**Pricing:**

The total contract amount is \$209,305.70, which is 100% state share of the total project cost awarded.

Local Emergency Planning Committee Grant Distribution Formula. (1) At least fifty (50) percent of funds collected annually by KRS 39E shall be awarded to eligible local emergency planning committees which submit grant requests for administration, development and implementation of the Kentucky Emergency Planning and Community Right-to-Know Program, known as SARA Title III, within the guidelines mandated by PL 99-499, Title III, KRS 39E and subsequent administrative regulations.

The grant distribution formula to determine how much money will be available to each local emergency planning committee is:

(a) Ten (10) percent of the total amount collected by April 1 divided by 120 local emergency planning committees.

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(b) Plus twenty (20) percent of the total amount collected statewide times the ratio of Kentucky Emergency Response Commission - required and approved Tab Q-7s or commission-approved equivalent in the county to the total Kentucky Emergency Response Commission - approved Tab Q-7s or commission-approved equivalent in the state.

(c) Plus twenty (20) percent of the total amount collected statewide times the ratio of fee-generating Tiers in the county to the total number of fee generating Tiers in the state.

All grant awards shall be based upon the amount of money requested by the eligible local emergency

planning committee.

LEPC's have the responsibility to assist in the administration of the Superfund Amendments and Reauthorization Act Title III Program at the local level. These funds are provided for these LEPC's to accomplishment work. Payments are made after eligibility is determined and upon receipt of an invoice.

**Total Amount of Contract and Contract Period:**

The Second Party's and/or Third Party's fees and expenses relative to the performance of the scope of services outlined in this Contract and in the detailed attachment(s) to this contract shall not exceed the Total Order Amount as set forth on signature page of this Contract. The subject services and functions are to be performed during the term of this contract as set forth on page 1. It is understood that this contract is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and/or Legislative Research Commission's Government Contract Review Committee per KRS 45A.705.

**Earliest Date of Payment:**

No payment on this contract shall be made before completion of the review procedure provided for in KRS 45A.705, unless alternate actions occur as set out in KRS 45A.695(7) to wit payments on personal service contracts and memoranda of contracts 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.

**Payments:**

Payment by the First Party to the Second Party and/or Third Party shall be made only after receipt of appropriate, acceptable and timely invoice, as so described in this Contract, and as submitted in written or electronic format to the First Party by the Second Party and/or Third Party. The preferred method of payment will be through electronic funds transfer.

**Other Expenses:**

(a) The contractor shall be reimbursed for no other expenses than those which have been expressly detailed in this Contract. All direct charges shall be documented to support the direct charging of the

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expense.

(b) Where applicable:

(i) Invoicing for fee: The contractor's fee shall be original invoice(s) and shall be documented by the contractor. The invoice(s) must conform to the method prescribed in the specifications of this contract.

(ii) Invoicing for travel expenses: The contractor must follow instructions prescribed in the specifications of this contract. Either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and other miscellaneous expenses.

(iii) Invoicing for miscellaneous expenses: The contractor must follow instructions prescribed in the specifications of this contract. Expenses submitted shall be documented by original or certified copies.

**Funding Limitations:**

Grant awards will be contingent on the total number of grant applications received and the amount of money received from facilities storing hazardous chemicals.

**General:**

The Kentucky Division of Emergency Management, in the exercise of its lawful duties, has determined

that the functions outlined in this Contract are necessary for the performance of statutory and regulatory requirements of the Division of Emergency Management, Department of Military Affairs, General Government Cabinet.

**Request for Administrative Changes:**

A LEPC could find that its scope of work has changed, this necessitating a change in the expenditure of funds in one or more budget categories. To accommodate such situations the KERC has authorized the following process:

(a) LEPCs must complete SARA/303 form marking "Administrative Change" across the top of the form.

(b) On the back of the form, indicate the change in the appropriate budget category. Give an explanation of the change and provide enough information for a clear determination by the Area Manager and the KERC designee.

(c) The request for administrative change should be forwarded to the Area Manager who will review it, make a recommendation and forward it to the KERC designee.

(d) The LEPC's Authorized Applicant will receive notification from the KERC designee indicating approval/disapproval of the request for administrative change.

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(e) This process may be used only when the amount of money allocated is not affected. This process is for reallocating dollars within budget categories.

**Deposit of Funds Received:**

(a) Funds must be deposited in an account named: (Name of County) Emergency Planning Committee Fee Account.

(b) Per Department of Finance: Because an LEPC is considered an agent of the state and part of the state commission, grant money received by an LEPC cannot be co-mingled with county funds. A separate account is required.

**Bylaws:**

An LEPC must have basic bylaws which conform to the guidance provided in Robert's Rule of Order. In addition, the bylaws must identify the position or person responsible for funds and designate the Authorized Applicant.

**Documentation for Grant Money:**

Documentation of expenditures for preceding year must accompany each grant request submitted, except for an initial grant request. LEPCs are required to submit documentation of expenditures to the KyEM Area Manager. The Area Manager will review and retain documentation at the area office until May 1 at which time documentation will be associated with the next year's grant application and forwarded to the SERC designee. If no new grant application is submitted, the documentation shall be forwarded by the Area Manager to the SERC designee June 1. The following documentation is required:

(a) Copy of cancelled checks. All checks must have two signatures. If the bank is no longer returning cancelled checks a copy of the bank statement showing where the check cleared bank will be accepted.

(b) Receipts/invoices for all expenditures.

(c) Complete inventory list (SARA/303-I) of all purchases of office furniture, filing cabinets and computer equipment. This list shall be comprehensive and include all items funded in any/all previous grant

allocation(s).

(d) All money must be accounted for. If an LEPC has carry-over money, the amount of carry-over money in the form of a bank statement and the amount of money spent, including the required documentation for money spent, must equal the amount of the grant award.

(e) If all money is spent a bank statement is required accounting for all funds.

**Audit:**

All funds are subject to audit by the KERC and the State Auditor of Public Accounts. LEPCs are asked to maintain a simple, accurate record which meets basic accounting and auditing requirements.

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**Compliance:**

Grant awards approved the KERCC may be withheld for noncompliance with KRS 39E and subsequent administrative regulations and for failure to provide required documentation.

**Equipment/Furnishings:**

- (a) All equipment and furnishings must be listed on the inventory form (SARA/303-I) to comply with insurance and accountability requirements.
- (b) Transfer property from LEPC/State to county entity by approval from DMA Property Officer Supervisor and the Finance and Administration Cabinet utilizing the following form SARA/303-I.

**Financial Management System:**

- (a) Applicable only to contracts where reimbursement is based upon actual, allowable costs.
- (b) The Second Party agrees to establish and/or maintain a financial management system which shall provide for:
  - (i) Accurate, current, and complete disclosure of the financial results of the functions/services performed under this contract in accordance with the reporting requirements as set forth in this Contract and attachment(s) thereto;
  - (ii) Records that identify the source and application of funds for activities/functions/services performed pursuant to this contract. These records shall contain information pertaining to federal and/or state funds received, obligations, unobligated balances, if applicable, assets, liabilities, expenditures and income;
  - (iii) Effective control over and accountability for all funds, property, and other assets. The Second Parties shall safeguard all such assets and shall assure that they are used solely for authorized purposes in the provision of functions/services under this contract;
  - (iv) Procedures for determining reasonableness, and allow ability of costs in accordance with the terms and conditions of this Contract and any attachment(s) thereto; and
  - (v) Accounting records that are supported by source documentation.

**Cancellation clause:**

Either party may cancel the contract at any time for cause or may cancel without cause on 30 days' written notice.

**Funding Out Provision:**

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The state agency may terminate this contract 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 contract. The state agency shall provide the contractor thirty (30) calendar days written notice of termination of the contract.

**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 service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

**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(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. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). 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.

**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 contract and until the contract has been submitted to the government contract review committee. However, Memoranda of Agreements \$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 only as provided under KRS 45A.700.

KRS 45A.695(7) Payments on personal service contracts and memoranda of agreements 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.

**Violation of tax and employment laws:**

KRS 45A.485 requires the contractor 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 the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws,

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unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the contractor 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 shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the

contract and the contractor's 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.

#### **Discrimination:**

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. This section applies only to contracts utilizing federal funds, in whole or in part. During the performance of this contract, the contractor agrees as follows:

1. 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, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, 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.

3. The contractor will send to each labor union or representative of workers with which he 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.

4. 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.

5. 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.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations or orders, this contract 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.

7. 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 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.

**CHOICE OF LAW AND FORUM PROVISION:**

The laws of the Commonwealth shall govern all questions as to the execution, validity, interpretation and performance of this contract. Furthermore, the parties hereto agree that any legal action that is brought on the basis of this contract shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

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Approvals:

This contract is subject to the terms and conditions as stated. By affixing signatures below, the parties agree that electronic approvals may serve as electronic signatures. In addition, the parties verify that they are authorized to bind this agreement between parties and that they accept the terms of the agreement.

1st Party:

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Printed Name Date

2nd Party:

 \_\_\_\_\_  
Signature Title Hardin County Judge/Executive

Harry L. Berry      September 27, 2016  
Printed Name      Date

Other Party:

\_\_\_\_\_  
Signature Title

\_\_\_\_\_  
Printed Name Date

Approved as to form and legality:

\_\_\_\_\_  
Attorney