

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2022-069**

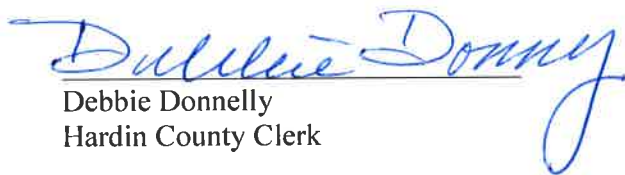
BE IT RESOLVED, upon recommendation of Judge/Executive Harry L. Berry, to approve a grant agreement with the Division of Emergency Management for the FY 2023 Technical Rope and Cave Emergency Response (TRACER) Rescue Aid Program.

BE IT FURTHER RESOLVED, to authorize the County Judge/Executive to sign all documents concerning these grants, so as to expedite the grant process.

ADOPTED, by the Hardin County Fiscal Court in its regular meeting on 12 April 2022.


Harry L. Berry
Hardin County Judge/Executive

ATTEST:


Debbie Donnelly
Hardin County Clerk



Commonwealth of Kentucky CONTRACT

DOC ID NUMBER:
PON2 095 2200001315 Version: 1 Record Date: 03/14/22

Document Description: FY22 SAR Rescue Aid Fund
Cited Authority: KRS39F.100 Grant activity - Rescue Aid Pgm
Reason for Modification:

Issuer Contact:
Name: Angie Lawrence
Phone: 502-607-1741
E-mail: angie.d.lawrence.nfg@army.mil

Vendor Name:	Vendor No. ZZMISCPROC
Multiple Provider	Vendor Contact
	Name: No Contact
702 Capitol Avenue	Phone: XXX-XXX-XXXX
OMPS	Email:
Frankfort KY 40601	

Effective From: 2022-03-18 Effective To: 2022-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Administration of Rescue Fund program at local level	\$0.000000	\$79,844.14	\$79,844.14

Extended Description:
Rescue Grant Program is established by KRS 39F.100 to develop, train and equip local emergency management rescue squads. Funds are provided by the Division of Emergency Management to local emergency management agencies to support rescue squads affiliated with the county.

- This Contract pertains to the following jurisdictions which are government entities.
- Butler County \$3,205.00
 - Campbell County \$10,307.20
 - Floyd County \$1,543.92
 - Green County \$5,600.00
 - Hardin County \$4,162.30
 - Harrison County \$3,099.95
 - Hart County \$3,499.98
 - Metcalfe County \$6,157.00
 - Powell County \$1,922.00
 - Russell County \$11,507.20
 - Allen County \$2,599.98
 - Todd County \$4,213.76
 - Trigg County \$12,292.00
 - Wolfe County \$6,834.85
 - Whitley County \$2,899.00
 - Total - \$79,844.14

Shipping Information:	Billing Information:
DMA - Division of Emergency Management 100 Minuteman Pkwy Bldg 110 Frankfort KY 40601	DMA - Division of Emergency Management 100 Minuteman Pkwy Bldg 110 Frankfort KY 40601

TOTAL CONTRACT AMOUNT:	\$79,844.14
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Memorandum of Agreement Terms and Conditions
Revised October 2021

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Department of Military Affairs, Division of Emergency Management, (together, the "Commonwealth" or "First Party") and local emergency management agencies (individually, "Contractor" or "Second Party") to establish an agreement for the distribution of grant funding to support rescue squads affiliated with local government entities to develop, train, and equip local emergency management rescue squads. This MOA is effective from March 18, 2022 through June 30, 2022.

Scope of Services:

The Commonwealth shall distribute funds from the Rescue Aid Fund established at KRS 39F.120, to each Contractor in order to develop, train, and equip local emergency management rescue squads. Contractors and sub-contractors shall follow FY22 Search and Rescue Aid Program Guidance.

1. The Commonwealth shall advance funds from the FY22 KYEM Search and Rescue Aid Fund to Contractor upon submission of required documentation to the applicable Kentucky Division of Emergency Management (KYEM) Area Office. Required documentation shall include quotes/bids, identification of selected sub-grantee(s), and purchase order(s).
2. Contractor shall ensure that a command member of the search and rescue squad and a county representative participate in a KYEM grant award briefing.
3. Contractor shall utilize grant funds to order or purchase approved equipment, services, or training within fifteen (15) days of receipt of grant funds. Contractor shall make purchases according to the funding amount, item description, and quantity listed on the Rescue Aid Fund award letter issued by the Commonwealth. Purchases made outside of the scope of the Rescue Aid Fund Letter or this MOA may be disallowed by the Commonwealth in the Commonwealth's sole discretion. Contractor shall be responsible for repayment of funds to the Commonwealth for disallowed purchases.
4. Contractor shall provide a copy of paid invoices and proof of payment (cancelled check, cash paid receipt, or similar document) to the applicable KYEM Area Office within ninety (90) days of receipt of funds. KRS 39F.140 (1).
5. No later than June 1, 2022, the Contractor shall submit to the applicable KYEM Area Manager the following:
 - a. A completed KYEM 160 Form;
 - b. A copy of the invoice(s) for the approved items for purchase under the grant award; and
 - c. A copy of the cancelled check, cashier's check, or other proof of payment of the submitted invoices;

Contractor shall promptly return funds to the Commonwealth not encumbered or expended on or before June 30, 2022 unless Contractor receives prior written authorization from the KYEM Director. 39F.140 (1). Contractors failing to meet any requirement of this subsection shall be considered to be in breach of this MOA and subject to immediate repayment of grant funds received pursuant to this MOA in the sole discretion of the Commonwealth.

6. Contractor shall provide the Commonwealth additional information or documentation, upon request, to ensure cost and audit compliance.
7. Contractor shall ensure purchases are made in accordance with local government purchasing policies and/or county code and that appropriate documentation (purchase orders, invoices, and cancelled checks) is maintained for all purchases. Contractor shall ensure timely payments are processed for purchases and shall provide payment documentation to the appropriate KYEM Area Manager. **Purchases shall not be made by personal check or personal credit card.**
8. Contractor shall promptly notify the appropriate KYEM Area Manager when all equipment is received by the rescue squad and make the equipment available for initial inspection by the Commonwealth on a date proposed by the KYEM Area Manager.

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9. Contractor shall be responsible for maintaining possession of all equipment purchased pursuant to KRS 39F.140. Equipment shall be made available for inspection by KYEM at any time upon request. Equipment purchased wholly or in part with Rescue Aid Funds shall be surrendered to KYEM if not properly used or maintained, or if the rescue squad disbands.

10. If at any point in time during the FY 2022 grant cycle, Contractor ceases to meet the requirements in KRS 39F.120, the Commonwealth may terminate the award.

Pricing:

Total grant amounts distributed to all contractors shall not exceed \$79,844.14. Pursuant to 39F.140, the Commonwealth shall advance funds only for the purchase of approved goods, services, or training.

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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:

Signature

Title

Printed Name

Date

2nd Party:



Signature

Judge/Executive

Title

Harry L. Berry

Printed Name

4/12/2022

Date

Other Party:

Signature

Title

Printed Name

Date

Approved as to form and legality:

Attorney