



Commonwealth of Kentucky

PURCHASE ORDER

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Procurement Type: Grant	Record Date:
Issued By: JUNNADEL BOWLING	Cited Authority: KRS16.220(4)
Telephone: 502-564-2081	

MARSHALL COUNTY FISCAL COURT

 REVENUE USE ONLY
 PO BOX 114
 BENTON KY 42025
 US

Effective From: 08/15/2017 **Effective To:** 02/28/2018

1	Marshall County Fiscal Court	0.00	0.00000	17,290.00	17,290.00
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Extended Description

Scope of Work:

Second party shall purchase 26 body armor vests for the Marshall County Sheriff's Office. Law Enforcement Protection Program maximum allowable reimbursement is \$665.00 per body armor vest. Limit one body armor vest per officer.

Effective Date: August 15, 2017

Expiration Date: February 28, 2018

493257
 GG GOV OFC.HOMELAND SECURITY
 200 MERO STREET

 FRANKFORT KY 40622
 US

493257
 GG GOV OFC.HOMELAND SECURITY
 200 MERO STREET

 FRANKFORT KY 40622
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17,290.00

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Law Enforcement Protection Program Clauses

WHEREAS, KRS 16.220 establishes a fund in the Governor's Office of Homeland Security to provide grants to a city, county, charter county, unified local government, urban-county government, consolidated local government police department; university safety and security department organized pursuant to KRS 164.950; school districts that employ special law enforcement officers as defined in KRS 61.900; and sheriff's department for the purchase of body armor for sworn peace officers of those departments and service animals, as defined in KRS 525.010, of those departments; firearms (duty weapons) or ammunition; and electronic control devices, electronic control weapons, or electro-muscular disruption technology.

WHEREAS, the Recipient has made application with the Commonwealth for a grant for such purposes; and

WHEREAS, a committee appointed by the Executive Director of the Kentucky Office of Homeland Security has reviewed the applications of all agencies that have applied for grant funds for such purposes and has made its recommendations to the Commonwealth;

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

Identification & Obligations of the Parties

First Party

The Office of the Governor, Kentucky Office of Homeland Security (KOHS) (as the First Party), in the exercise of its lawful duties, has determined that the functions outlined in this Agreement and in the attachment(s) thereto, are necessary for compliance with either the statutory and regulatory requirements of the Kentucky Office of Homeland Security.

Second Party

The Second Party is the contractor as defined by KRS 45A.030 (9) and agrees that they are willing, available and qualified to perform the scope of work as detailed in this agreement and as specifically outlined.

Extensions and Amendments to this Agreement

The terms and conditions of this agreement may be extended or amended according to the provisions of KRS Chapter 45A, and are subject to the approval of the Executive Director of the Kentucky Office of Homeland Security, the Secretary of the Finance and Administration Cabinet, and/or the Legislative Research Commission's Government Contracts Review Committee.). Any modification requests to this agreement must be made in writing to the Kentucky Office of Homeland Security at least 45 days prior to the expiration date of this agreement.

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Choice of Law and Forum Provision

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

Sole Benefit

This Agreement is intended for the sole benefit of the First Party, the Second Party, and is not intended to create any other beneficiaries.

Successors and Assigns

This Agreement may not be assigned by a party without the express written consent of the other party. All covenants made under this Agreement shall bind and enure to the benefit of any successors and assigns of the parties whether or not expressly assumed or acknowledged by such successors or assigns.

Entire Agreement

This Agreement forms the entire agreement between the parties as to scope and subject matter of this Agreement. All prior discussions and understandings concerning the scope and subject matter are superseded and incorporated by this Agreement.

Severability

If any provision of this Agreement is held judicially invalid, the remainder of the Agreement shall continue in force and effect to the extent not inconsistent with such holding.

Waiver of Breach

If a party waives enforcement of any provision of this Agreement upon any event of breach by the other party, the waiver shall not automatically extend to any other or future events of breach.

Campaign Finance

The contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

Change of Circumstances

Each party shall promptly notify the other party of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect the party's ability to carry out any of its obligations under this Agreement.

Liability and Indemnity

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Nothing in this Agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of and during the performance of this Agreement. Any liabilities or claims for property loss or damage or for death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during the performance of this Agreement shall be determined according to applicable law.

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, 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.

Funding Out Provision:

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.

Identification of the Object or Subject Matter of the Contract

Performance Specifications

The Second Party agrees that all funds received from the Commonwealth in accordance with this agreement shall be used solely for the purchase of body armor, duty weapons and ammunition and/or electro-muscular disruption technology for sworn officers.

The Second Party agrees that body armor purchased using these funds shall meet or exceed standards issued by the National Institute of Justice for body armor.

The Second Party agrees that funds received from the Commonwealth in accordance with this agreement shall not be used to replace existing body armor unless that body armor has been in

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actual use for a period of five (5) years or longer or has been so damaged that it is no longer serviceable.

The Second Party shall use its own procurement procedures that reflect applicable state and local laws for all purchases of body armor, duty weapons and ammunition, and/or electro-muscular disruption technology in accordance with this agreement.

The Second Party shall retain all records relating to this agreement until the records are audited by the Commonwealth, or for three (3) years after the project has been closed out by the Commonwealth, whichever occurs first.

The Second Party shall cooperate fully with the Commonwealth and provide any documentation requested by the Commonwealth in order to facilitate the obligations set out in this agreement. The Second Party shall be responsible for the expenditure of funds in accordance with all applicable laws. Any unauthorized or improper expenditure of funds or expenditure of funds other than in accordance with the terms of this agreement by the Second Party shall be deemed default of this agreement by the First Party.

The Second Party shall repay the Commonwealth all funds that are not spent in accordance with this agreement and appropriate laws.

Property

Property purchased by the Second Party for the purposes of fulfilling the requirements of the scope of services for this agreement is incorporated into this document by reference.

Subgrant Conditions

The Second Party shall follow the conditions outlined in the Kentucky Office of Homeland Security Grant Application Subgrant Conditions, which are incorporated into this document by reference.

Monitoring

The Second Party shall submit, at such times and in such form as may be prescribed, such reports as the Kentucky Office of Homeland Security may reasonably require, including financial reports, progress reports, final financial reports and evaluation reports. The Second Party shall also comply with any and all site visit monitoring performed by the First Party.

Equipment Inventory

The Second Party must submit to the First Party an inventory of all equipment purchased with these state funds. This inventory must include the item inventory number, item description, and site where equipment is located.

Open Records

Request for information under the Kentucky Open Records Act which may reasonably lead to the discovery of any information related to homeland security records as defined by KRS 61 may not be disclosed without the written approval of the Executive Director of the Kentucky Office of Homeland Security.

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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:

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.

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.

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.

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 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

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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 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.

Consideration and Conditions for Payment

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 Agreement and in the detailed attachment(s) (if applicable) to this agreement shall not exceed the Total Grant Award Amount as set forth in this Agreement. The subject services and functions are to be performed during the term of this agreement. It is understood that this agreement 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 agreement 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) 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.

Payments

Payment by the First Party to the Second Party shall be made only after receipt of appropriate, acceptable, and timely request for reimbursements. Reimbursement requests will be submitted on approved Kentucky Office of Homeland Security forms as provided by the First Party and submitted in written format to the First Party by the Second Party. The method of reimbursement will be through electronic funds transfer (EFT).

Final request for reimbursement for purchases made in accordance with this agreement by Second Party must be submitted to the First Party no later than 30 calendar days after the expiration date of this agreement. The Second Party agrees to forfeit their grant award funds if Second Party fails to comply with reimbursement requirements and deadlines as outlined in this agreement.

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Financial Management System

Applicable only to contract agreements where reimbursement is based upon actual, allowable costs.

The Second Party agrees to establish and/or maintain a financial management system which shall provide for accurate, current, and complete disclosure of the financial results of the functions/ services performed under this agreement in accordance with the reporting requirements as set forth in this Agreement and attachment(s) thereto; records that identify the source and application of funds for activities/functions/services performed pursuant to this contract agreement. These records shall contain information pertaining to federal and/or state funds received, obligations, unobligated balances, if applicable, assets, liabilities, expenditures and income; effective control over and accountability for all funds, property, and other assets. The Second Party shall safeguard all such assets and shall assure that they are used solely for authorized purposes in the provision of functions/services under this agreement; procedures for determining reasonableness, and allowability of costs in accordance with the terms and conditions of this Agreement and any attachment(s) thereto; and accounting records that are supported by source documentation.

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(8) and (10), 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).

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.

Conflict of Interest Laws and Principles

The contractor certifies that he is legally entitled to enter into this contract agreement with the Commonwealth of Kentucky, and by holding and performing the terms and conditions of this agreement will not violate any conflict of interest statute, including but not limited to KRS 45A.330-45A.340, 45A.990, KRS 164.390, and KRS 11A.040 of the Executive Branch code of ethics, relating to the employment of former public servants

Time of Performance

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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.

Cancellation Clause

Claim or performance disputes will be in accordance with KRS Chapter 44 and KRS Chapter 45A. Either party may cancel the contract at any time for cause or may cancel without cause on 30 days written notice.

Modifications to Contract

The agency reserves the right to modify this agreement for the addition or deletion of requirements deemed necessary by the agency with the mutual agreement of both parties in accordance with KRS 45A.030 (2); KRS 45A.210 (1); (200 KAR 5:311). Any modification requests to this agreement must be made in writing to the Kentucky Office of Homeland Security at least 45 days prior to the expiration date of this agreement.

Notices

Any notice, transmittal, approval, or other official communication made under this Agreement shall be in writing and shall be delivered by hand, facsimile transmission, email, or by mail to the other party.

Performance Timeline

Upon request by the First Party, the Second Party will provide summaries of progress made to date on this agreement. Should the First Party find the performance unacceptable, the First Party shall provide written notification and may immediately cancel the agreement.

Purchasing and Specifications

The Second Party certifies that he will not attempt in any manner to influence any specifications to be restrictive in any way or respect, nor will he attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and Section 7.09 that pertains to conflict of interest laws and principles, "He" is construed to mean "They" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "He" is construed to mean any person with an interest therein.

Confidentiality

The Second Party agrees that any employee or agent acting in its behalf will abide by the state and federal rules and regulations governing access to and use of information provided to the Second Party by the First Party in the administration of this contract.

Procurement

The acquisition of goods and services by the Contractor in performance of this Agreement shall be according to applicable Commonwealth of Kentucky contracting procedures, the standards and procedures contained in applicable federal regulations (28CFR, 32 CFR, others).

Duty of Cooperation


Cooperation

It is specifically recognized by the Second Party that it is their duty to reasonably accommodate the informational requests of the Kentucky Office of Homeland Security in a timely manner and in the form they are requested. The Second Party agrees that the sole and final authority on compliance with any Federal or State regulations, statues and guidelines with respect to the grant rests with the Kentucky Office of Homeland Security and as such, will ensure that every effort is made to honor that compliance guidance.

Approvals

This agreement is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this agreement 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 agreement 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 agreement.

Second Party:

 _____
Signature Title

Karen Neal 8/15/17 _____
Printed Name Date

First Party:

Executive Director

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Signature Title

John W. Holiday _____
Printed Name Date

Approved as to form and legality:

Attorney