



Commonwealth of Kentucky

CONTRACT

IMPORTANT

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Doc Description: Jeff. Co. BOE / Bus SVS

Doc ID No: PON2 523 1400002559 1

Procurement Folder:

Procurement Type: Memorandum of Agreement

Administered By: Scott Whitaker, Br. Mgr

Cited Authority: FAP111-44-00

Telephone: 502-573-3747

Issued By: MARK LILE

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JEFFERSON COUNTY BOARD OF ED

8711 LAGRANGE RD

LOUISVILLE
US

KY 40242

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	523-Jeff. Co. BOE / Bus SVS		0.00		0.00000	57,272.00	57,272.00

Extended Description

This contract is to provide bus transportation, for youths attending the summer session and extended day sessions at the Louisville Day Treatment Center.

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360639

JUST JJ FISCAL BRANCH

1025 CAPITAL CENTER DRIVE BLDG #3 - 3RD FLOOR

FRANKFORT
US

KY 40601

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Total Order Amount:

57,272.00

MEMORANDUM OF AGREEMENT

BETWEEN

**THE COMMONWEALTH OF KENTUCKY
JUSTICE AND PUBLIC SAFETY CABINET
DEPARTMENT OF JUVENILE JUSTICE**

AND

**JEFFERSON COUNTY PUBLIC SCHOOLS
3332 NEWBURG ROAD
PO BOX 34020
LOUISVILLE, KY 40232-4020**

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Department of Juvenile Justice ("the Commonwealth") and Jefferson County Public Schools to establish an Agreement for transportation (school bus) services. This MOA is effective July 01, 2014 and expires June 30, 2015.

The Commonwealth and Contractor agree to the following:

I. Scope of Contract

To provide bus transportation for youths who attend the summer program at the Louisville Day Treatment Program.

; and

Whereas, the Second Party is available, willing, and qualified to perform this function, and the Department desires that the Second Party perform this function;
Now, therefore; it is hereby and herewith mutually agreed by and between the parties hereto as follows:

The Second Party will transport youths, in their school buses, to the summer program at the Louisville Day Treatment Program. The Second Party will provide six (6) buses and six (6) bus drivers for thirty three (33) days of service for the summer program.

Compliance with the Prison Rape Elimination Act (PREA)

- All persons who provide services to youth, including instructional employees, are subject to requirements for contractors under the Prison Rape Elimination Act ("PREA") (42 U.S.C. §15601, et seq.), applicable PREA Juvenile Facility Standards (28 C.F.R. Part 115), including but not limited to employment guidelines contained in §115.317 and training guidelines contained in §115.332, as well as Department policies requiring criminal and administrative background investigations and annual training

regarding PREA. A copy of the PREA Juvenile Facility Standards can be found at <http://www.prearesourcecenter.org/sites/default/files/library/preafinalstandardstype-juveniles.pdf> ; A copy of the Kentucky Department of Juvenile Justice [DJJ] policies related to PREA, included in Chapter 900, incorporated by reference in 505 KAR 1:170 can be found at <http://djj.ky.gov/Department+of+Juvenile+Justice+Policy+Manual.htm>. Contractor shall make itself familiar with and at all times shall observe and comply with applicable DJJ and PREA policies regarding contractors which in any manner affect performance under this Contract.

- Contractor agrees to cooperate with the Department of Juvenile Justice in obtaining the information and releases required for criminal and administrative background investigations to be conducted on any employee who may have contact with youth and agrees to not assign any employee to work at a DJJ program who is not approved.

Absolute Release of Liability and Waiver

The Second Party (and all employees and/or agents of the Second Party) does hereby release and forever discharge and hold harmless the Commonwealth of Kentucky and its agencies from any and all liability, claims and demands of whatever kind of nature, either in law or in equity, which arise or may hereinafter arise from Second Party's performance of its obligations under this contract. The Second Party (and all employees and/or agents of the Second Party) hereby expressly and specifically assumes the risk of injury or harm in performance of its obligations under this contract and releases the Commonwealth of Kentucky and its agencies from all liability of injury, illness, death or property damage or loss resulting either directly or indirectly from Second Party's performance of its obligations under this contract. Provided, however, in the event the Second Party is a state agency or subcontracts for services with a state agency subject to the jurisdiction of the Board of Claims pursuant to KRS 44.070 through KRS 44.160 the state agency's tort liability may be limited to an award from the Board of Claims up to the jurisdictional amount.

The Second Party (and all employees and/or agents of the Second Party) expressly agrees that this contract is intended to be as broad and inclusive as permitted by the laws of the Commonwealth of Kentucky and that this contract shall be governed by and interpreted in accordance with the laws of the Commonwealth of Kentucky. The Second Party (and all employees and/or agents of the Second Party) agrees that in the event that any clause or provisions of this contract shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of the contract which shall continue to be enforceable.

II. Negotiated Items

In relation to the agreement, the Department agrees to perform the following functions:

Monitor and conduct a service/program audit of the activities of the Second Party and its program performed pursuant to this contract at times mutually convenient to both parties. Conduct on-site visits in conjunction with the Department of Education to observe activities under this contract. Provide information, consultation, and technical assistance to the Second Party.

III. Pricing

For the Second Party's performance of the function described hereinbefore, the Department agrees that payment shall be made as follows:

Payment shall be for a maximum of thirty three (33) days of service at a fixed rate of \$1,735.51 per day. Monthly billing will be submitted under the Second Party's letterhead to include the number of days of service for that month X the fixed rate per day, to be signed by an authorized representative of the Second Party. The final invoice shall be submitted no later than 30 days after the termination of the contract.

Payment by the Department to the Second Party shall be made only after receipt of appropriate, acceptable, and timely bills submitted to the Department by the Second Party. Payment by the Department to the Second Party, as well as the Second Party's continued performance, shall be subject to the availability and allocation of local agency or governmental funds, or state or federal funds necessary to finance the performance of the services described in the agreement. The Second Party's fees and expenses relative to the performance of the services described herein shall not exceed a total of **\$57,272** for the period in which the subject services are to be performed. The contract period is from **July 1, 2014 to June 30, 2015.**

IV. MOA Terms and Conditions Revised January 2012

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

Whereas, the second party, the contractor, is available and qualified to perform such function; and

Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this agreement

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:

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, 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.

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). A list of such determination(s) is attached.

VI. 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

✓

Printed Name

✓

Date

Other Party


Signature

Title

Printed Name

Date

Approved as to form and legality:



Attorney