



# Commonwealth of Kentucky

## CONTRACT

**IMPORTANT**

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

**Doc Description:** Jeff. Co. BOE / Bus SVS

**Doc ID No:** PON2 523 1500002221 1

**Procurement Folder:** 3868040

**Procurement Type:** Memorandum of Agreement

**Administered By:** Scott Whitaker, Br. Mgr

**Cited Authority:** FAP111-44-00

**Telephone:** 502-573-3747

**Issued By:** Jessica Barnes

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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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JUST JJ FISCAL BRANCH

1025 CAPITAL CENTER DRIVE BLDG #3 - 3RD FLOOR

 FRANKFORT  
US

KY 40601

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<b>Total Order Amount:</b>	57,272.00
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**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**

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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, 2015 and expires June 30, 2016.**

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.

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.

The Second Party shall have policies and procedures incorporated into programming that promote a zero tolerance environment against serial abuse, sexual harassment, sexual contact or any type of sexual offense. The Second Party shall be responsible for submitting documentation regarding their policies to the Department.

**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, 2015 to June 30, 2016.

#### **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

**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.

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.

## 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	<u>Commissioner</u> Title
<u>Bob D. Hayter</u> Printed Name	<u>6/11/15</u> Date


### 2nd Party:

_____ Signature	_____ Title
_____ Printed Name	_____ Date

### Other Party

_____ Signature	_____ Title
_____ Printed Name	_____ Date

Approved as to form and legality:

 Attorney
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