



Commonwealth of Kentucky

CONTRACT

IMPORTANT

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Doc Description: Ockerman Middle School through Boone Co Board of Education	
Doc ID No: PON2 407 1800001259 1	Procurement Folder:
Procurement Type: Memorandum of Agreement	Record Date:
Issued By: LORI MILLER	Cited Authority: FAP111-44-00
Telephone: 502-564-2663	

C O N T R A C T O R	TREAS BOONE CO BD OF ED
	8330 US HIGHWAY 42
	FLORENCE KY 41042
	US

Effective From: 02/15/2018

Effective To: 05/31/2018

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Kentucky Green and Healthy Schools Watershed Proje		0.00		0.00000	1,000.00	1,000.00

Extended Description

The Kentucky Environmental Education Council (KEEC) has received Federal Financial Assistance (FAIN # NE-00D53017-0) and is contract with school districts throughout Kentucky to support a water quality or conservation project through the Kentucky Green and Healthy Schools Mini-grant Watershed Project program.

CFDA 66.951

See Terms and Conditions for more details.

B I L L T O	Kentucky Environmental Education Council	
	300 Sower Blvd. 4th Floor	
	Frankfort KY 40601	
	US	
S H I P T O	Kentucky Environmental Education Council	
	300 Sower Blvd. 4th Floor	
	Frankfort KY 40601	
	US	

Total Order Amount: 1,000.00

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Memorandum of Agreement
Between
Education and Workforce Development Cabinet
Kentucky Environmental Education Council
And
Ockerman Middle School
Through
Boone County Board of Education
8330 US Highway 42
Florence, KY
41042

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Education and Workforce Development Cabinet, Kentucky Environmental Education Council (KEEC) ("the Commonwealth" or "First Party") and the Ockerman Middle School through Boone County Board of Education ("the Contractor" or "Second Party") to establish an agreement for a water quality/ conservation project through the Kentucky Green and Healthy Schools Mini-grant Watershed Project program. The initial MOA is effective from February 15, 2018 through May 31, 2018.

Scope of Services:

Overview

- # This is a sub-award of Federal Financial Assistance using FAIN # NE-00D53017-0 awarded Date of 09/30/2016.
- # This Contractor is approved and issued by The Kentucky Environmental Education Council (KEEC) with a date starting of 02/15/2018 thru 05/31/2018 expected and is in compliance by the Mini-grant proposals submitted to the Environmental Protection Agency (EPA) for the Kentucky Green and Healthy Schools Watershed Project Grant.
- # Assistance Program (CFDA) 66.951 - Environmental Education Grant Program.
- # This is **NOT** a R&D Award.

Services Required

- # The Contractor shall receive federal financial assistance to support a water quality or conservation project through the Kentucky Green and Healthy Schools Mini-grant Watershed Project program.

Reporting Requirements

- # The Contractor shall submit the Student Project Form at the conclusion of the project (by July 31, 2018), along with a final budget report to the Kentucky Green and Healthy schools Coordinator (Gregory Taylor) gregorys.taylor@ky.gov . The Student Project Form shall include the

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Statewide Student Identification (SSID) number of all students who participated in the project. However, **NO** students' names shall be included in the form.

- # The Contractor also submit a final budget report, which shall list all expenses incurred and all match provided through the project.

Terms and Conditions under which the Contractor shall perform this contract

- # All parties must adhere to all the requirements of the federally approved Environmental Protection Agency grant application, the Kentucky Green and Healthy Schools (KGHS), and the Kentucky Environmental Education Council (KEEC) grant provisions and the Contractor approved plan.

Pricing:

Grant expenses (Expenses that KEEC will reimburse, up to \$1,000.00)

Item Description	Estimated Cost
2 Elkay Water Bottle Filling Stations	\$468.95 per unit = \$937.90
Installation Cost	\$62.10
TOTAL	\$1,000.00

Payment Requirements

- # In compliance with the submitted budget report, the Contractor may purchase the following items:
 1. 2 Elkay Water Bottle Filling Stations
 2. Installation Cost
- # The Contractor shall submit an invoice with accompanying receipts for the purchase of each item listed above.
- # Upon receipt of the invoice, the KGHS Coordinator, through the Environmental Protection Agency funding will reimburse the Contractor for up to \$1,000.00 toward the total cost of these purchases.
- # If the total amount of purchases exceeds \$1,000.00, the Contractor will be responsible for the difference in the cost.
- # In the course of completing the water project, if the Contractor determines that it requires supplies other than those listed above, those supplies will **NOT** be reimbursed by the KGHS Coordinator through the Environmental Protection Agency funding unless the Contractor receives approval in writing from the KGHS Coordinator through the Environmental Protection Agency funding **PRIOR** to the purchase of these supplies.

Finance and Administration Terms and Conditions

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Cancellation clause:

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

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 days written notice of termination of the agreement due to lack of available funding.

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 agreement 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(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).

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.

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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.

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 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 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 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.

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:

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,

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or disability) is prohibited. During the performance of this agreement, 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. 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.

3. 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.

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.

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6. 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.

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.

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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.

1st Party:

Billy Bennett KEC E.O.
Signature Title

Billy Bennett 02/02/2018
Printed Name Date

2nd Party:

Signature Title

Printed Name Date


Other Party

Signature Title

Printed Name Date

Approved as to form and legality:

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Attorney

1-16-22 date