



Commonwealth of Kentucky

CONTRACT

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Record Date:

Document Description: LEPP - Jefferson County Board of Education

Cited Authority: KRS16.220(5)
Law Enforcement Protection Program

Reason for Modification:

Issuer Contact:

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Billing Information:

Kentucky Office of Homeland Security
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Frankfort KY 40622

Effective From: 08/01/2026

Effective To: 06/30/2027

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		LEPP - Jefferson County Board of Education	\$0.000000	\$77,171.00	\$77,171.00

Extended Description:

The Jefferson County Board of Education will purchase approximately 50 rifles and 10 pistols in accordance with their approved grant application.

TOTAL CONTRACT AMOUNT	\$77,171.00
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Jefferson County Board of Education (JCBOE) is the recipient as defined by KRS 45A.030 (9) and agrees to abide by the terms and conditions outlined in this agreement.

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.*

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 forth 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 ensure 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

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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.

Consideration and Conditions for Payment

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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.

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

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

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Memorandum of Agreement Standard Terms and Conditions
Revised February 2026

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.

The Commonwealth will make payment within thirty (30) working days of receipt of contractor and/or subrecipient's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or its representative.

2.00 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 Contractor and/or subrecipient by registered or certified mail.

3.00 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 and/or subrecipient thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

4.00 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 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

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7.00 Nondiscrimination

The Equal Employment Opportunity Act of 1978 (the "Act"), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The contractor and/or subrecipient shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor and/or subrecipient agrees as follows:

- (a) The Contractor and/or subrecipient shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
- (b) The Contractor and/or subrecipient shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin.
- (c) The Contractor and/or subrecipient shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor and/or subrecipient that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.
- (d) The Contractor and/or subrecipient shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor and/or subrecipient shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor and/or subrecipient's commitments under this nondiscrimination clause.

The Contractor and/or subrecipient's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor and/or subrecipient shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

8.0 Artificial Intelligence (AI)

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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.

Office of Homeland Security:

Signature

Amy Hess

Printed Name

Executive Director

Title

Date

Jefferson County Board of Education:

Signature

Dr. Brian Yearwood

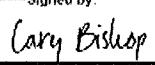
Printed Name

Superintendent

Title (Authorizing Official)

Date

Approved as to form and legality:

Signed by:


Attorney