



# Commonwealth of Kentucky CONTRACT

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Document Description: Security Contract

Cited Authority: FAP111-44-00  
Memorandum of Agreement

Reason for Modification:

**Issuer Contact:**Name: Michelle Lacy  
Phone: 502-696-5650  
E-mail: michelle.lacy@ky.gov**Vendor Name:**

CITY OF GRAYMOOR

1500 LYNN WAY

LOUISVILLE KY 40222

**Vendor No.**

KY0033106

**Vendor Contact**Name: Nancy Perito  
Phone: 502-429-0834  
Email: cityclerk@graymoor-devondale.com

Effective From: 2021-01-07

Effective To: 2021-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Security Personnel	\$0.000000	\$300,000.00	\$300,000.00

**Extended Description:****Shipping Information:**Office of the Attorney General  
700 Capitol Avenue, Suite 34

Frankfort KY 40601

**Billing Information:**Office of the Attorney General  
700 Capitol Avenue, Suite 34

Frankfort KY 40601

**TOTAL CONTRACT AMOUNT:****\$300,000.00**

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**Memorandum of Agreement Terms and Conditions**  
Revised December 2019

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Office of the Attorney General (“the Commonwealth”) and City of Graymoor, a/k/a City of Graymoor Devondale through services provided by Graymoor-Devondale Police Department (“the Contractor”) to establish an agreement for security services. The initial MOA is effective from 01/07/2021 through 06/30/2021.

**Scope of Services:**

In light of serious, credible threats against the Attorney General, it is necessary to contract for executive security services for his protection. Executive security services shall include, but not be limited to, investigating, deterring, and responding to acts of arson, sabotage, theft, trespassing, vandalism, assault, or any other incident deemed a threat to the safety of the Attorney General. Services shall be provided when requested by the Commissioner of the Department of Criminal Investigations (Commissioner) within the Office of the Attorney General, or his or her designee, and performed within the professional judgment and discretion of the Contractor.

Services shall be provided by shift as designated by the Contractor. Unless directed otherwise by the Commissioner, or his or her designee, the default shift shall be from 7:00 p.m. to 7:00 a.m. The Contractor shall direct the assignment of security services personnel to ensure coverage. The Contractor shall execute the services according to their best professional judgment and discretion.

Any security services personnel of the Contractor who issues false information, false statements, or records false information concerning matters pertaining to work, or otherwise engages in conduct unbecoming of an officer, shall be removed from assignment at the discretion of the Commissioner, or his or her designee, and may be subject to civil action, if the circumstances warrant.

At all times, the Contractor shall use his or her best professional judgment and common sense in initiating the action that is warranted and appropriate given the circumstances. If the Contractor must place a civilian under arrest, the appropriate protocol and appropriate use of force shall be followed.

The Contractor shall be required to interact and coordinate with the Attorney General’s security detail, provide updates on security related incidents or threats, and ensure the uninterrupted and seamless delivery of security services. This shall include the requirement that the Contractor ensure that assigned personnel provide a written or verbal activity report, detailing any security related or unusual incidents that occurred during any provided shifts. The report shall include all known or suspected violations, irregularities, or suspicious circumstances.

The Contractor shall ensure any assigned security services personnel meet the following qualifications:

- 1.-Be a sworn law enforcement officer;
- 2.-Be a U.S. Citizen;

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- 3.-Be at least 21 years of age;
- 4.-Have a High School Diploma or GED;
- 5.-Hold and maintain a valid driver's license;
- 6.-Be able to prepare detailed written reports;
- 7.-Have a minimum of two (2) years' experience as a law enforcement officer;
- 8.-At all times, be Peace Officer Professional Standards (POPS) certified through the Kentucky Law Enforcement Council; and
- 9.-Be free of any current disciplinary action or investigations by their employing department or agency.

The Contractor shall also ensure security services personnel:

Report for duty in his or her department or agency standard duty uniform, including his or her ballistic vest, unless directed otherwise by the Commissioner, or his or her designee, or the Contractor.

Have a cellular phone at all times while on duty.

When on duty, be armed with his or her department or agency issued sidearm, in serviceable order, radio, and less than lethal weapons. Utilize his or her department or agency vehicle, either marked or unmarked.

Ensure that his or her firearm is carried in a type of holster that will permit the firearm to be secured and not be readily accessible to others (Level II or Double Retention Rating). The drawing or unholstering of the firearm is not permitted except in defense of the Contractor's life or the life of someone else. Firearm shall be approved by the employing department or agency.

The Contractor further agrees to defend, hold harmless, and indemnify, the Commonwealth of Kentucky, the Agency, and its representatives and employees, protecting the Commonwealth of Kentucky, the Agency, and the Department's representatives and employees from any liability for the acts of the Contractor or representatives of the Contractor. The Office of the Attorney General shall not indemnify Contractor. Nothing in this paragraph nor in this contract shall be interpreted to waive or limit the application of any immunity doctrine under applicable law.

**Assurances:** By providing personal security services, Contractor affirms the provision of such services is not prohibited by the employing department or agency's duly adopted Code of Ethics policy or any other rules, regulations, or procedures.

**Certifications:** Contractor shall be responsible, under all circumstances and conditions, for complying with all federal, state, county, city, and other laws and ordinances pertinent to commissioning, appointment, licensing, training, and otherwise obtaining proper authority for

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officers to legally function. The Contractor is responsible for paying fees for licenses and commissions.

**Taxes:** The Contractor shall ensure payment of all appropriate federal, state, and local taxes.

**No guarantee:** This Contract is not a guarantee of any work and does not entitle the Contractor to any minimum amount of work or number of assignments.

**Pricing:**

This contract is established for a not to exceed amount of \$300,000.00 in totality for security services. An hourly rate of \$50.00 per hour worked shall be paid per individual on a bi-weekly basis.

This Contract is not a guarantee of any work and does not entitle the Contractor to any minimum amount of work or number of assignments.

**Invoicing:**

Invoices shall include the name of the individual assigned, the date of completion of work, rate of pay, hours worked, and total amount requested. All invoices shall be accompanied with timesheets detailing the hours, day, month, and year.

**This Contract is not a guarantee of any work and does not entitle the Contractor to any minimum amount of work or number of assignments.**

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**Memorandum of Agreement Standard Terms and Conditions  
Revised December 2019**

**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.

**2.00 EEO Requirements**

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

**3.00 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 other party by registered or certified mail.

**4.00 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 thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

**5.00 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

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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 commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

**6.00 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, 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).

**7.00 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 corporate and utility tax, sales and use 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

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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.

[Check box section below need only be included for Contractors that are quasi-governmental entities or 501(c)3 non-profit entities.]

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.

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

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available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

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.

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.

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 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.

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



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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 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.

**1st Party:**

Stacy Woodrum  
Signature

Executive Director, Office of Admin. Services  
Title

Stacy Woodrum  
Printed Name

December 23, 2020  
Date

**2nd Party:**

John Vaughan  
Signature

Mayor  
Title

John Vaughan  
Printed Name

12-23-20  
Date

**Other Party:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Approved as to form and legality:**

Chaz English  
Attorney