

**PUBLIC PROTECTION CABINET**  
**(Emergency Amended After Comments)**

**800 KAR 1:020E. Team Western Kentucky Tornado Relief Fund.**

RELATES TO: KRS 12.270, 11.065, 39A.180, EO 2021-923, EO 2021-925

STATUTORY AUTHORITY: KRS 12.270, 11.065, 39A.180, EO 2021-925, 22 RS HJR

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NECESSITY, FUNCTION, AND CONFORMITY: Pursuant to KRS 11.065, the Secretary of the Public Protection Cabinet ("Secretary") is a member of the Governor's Executive Cabinet and shall, among other things, perform duties the Governor may require. To fulfill these duties, under KRS 12.270(2), the secretary of each cabinet is authorized to accept and expend funds from any public or private source. Executive Order 2021-925 ("Order") requires the Public Protection Cabinet ("Cabinet") to establish the Team Western Kentucky Tornado Relief Fund ("Fund") to be administered by the Secretary of the Public Protection Cabinet. The Order commands that the Fund, consisting of monies received from public or private sources, shall be used to provide financial assistance to those who are or will be affected due to the severe weather events of December 10 and 11, 2021. The Order further requires the Secretary establish standards, consistent with the public purpose of the Order to provide assistance to impacted Kentuckians, regarding acceptance and expenditure of funds based on eligibility and qualifications for assistance provided to a recipient. The standards shall include establishing eligibility criteria and a process for receiving, adjudicating, and paying requests for assistance from the Fund. KRS 39A.180(1) allows political subdivisions of the state and other agencies designated or appointed by the Governor to make, amend, and rescind orders and promulgate administrative regulations necessary for disaster and emergency response purposes. 22 RS HJR 29 extended Executive Orders 2021-923 and 2021-925 to April 14, 2022.

Section 1. Definitions.

- (1) "Administrative Purposes" means expenditures that are not direct aid to Kentucky residents affected by the severe weather events of December 10 and 11, 2021, including but not limited to overhead expenses of a Qualified Nonprofit Organization.
- (2) "Affected Counties" means the Kentucky counties listed in the Federal Emergency Management Agency (FEMA) Disaster Declaration 4630-DR-KY where individuals are eligible for FEMA assistance, including Barren, Caldwell, Christian, Fulton, Graves, Hart, Hickman, Hopkins, Logan, Lyon, Marion, Marshall, Muhlenberg, Ohio, Taylor, and Warren counties.
- (3) "Cabinet" means the Kentucky Public Protection Cabinet.
- (4) "Fund" means the Team Western Kentucky Tornado Relief Fund, established by Executive Order 2021-925.
- (5) "Qualified Nonprofit Organization" means a non-profit organization, entity, or institution, including but not limited to tax-exempt organizations under Internal Revenue Code Section 501(c)(3) or 501(c)(4) and religious organizations.
- (6) "Small Business" means any business entity organized for profit, including a sole proprietorship, partnership, limited partnership, corporation, limited liability company, joint venture, association, or cooperative, that:
  - (a) Had fifty (50) or fewer full-time employees on December 9, 2021;
  - (b) Is not an affiliate or subsidiary of a larger corporate structure, unless the total number of employees of all the affiliates and subsidiaries within that structure is fifty (50) or fewer;
  - (c) Had at least one (1) business location in an affected county on December 9, 2021;

- (d) Sustained damage to a business location in an affected county or experienced business interruption as a result of the severe weather events of December 10 and 11, 2021;
- (e) Is presently in operation or will be in operation; and
- (f) Is in good standing with the Kentucky Department of Revenue and the Kentucky Secretary of State.

Section 2. Acceptance of Funds. Pursuant to KRS 12.270(2) and Executive Order 2021-925, the Cabinet may accept monies from any source, public or private, for deposit into the Fund.

Section 3. General eligibility requirements. Notwithstanding Sections 8 and 9 of this emergency administrative regulation, to be eligible to receive a financial award from the Fund, a recipient shall:

- (1) Be a Qualified Nonprofit Organization and agree to use all awarded funds to serve Kentucky residents affected by the severe weather events of December 10 and 11, 2021, by assisting with the provision of food, clothing, shelter, utilities, medical expenses, household needs, or other necessities of life. Funds can also be used to provide long-term financial or other assistance and rebuilding to those impacted by severe weather events of December 10 and 11, 2021; or
- (2) Be a small business and agree to use all awarded funds to maintain business operations in an affected county or counties or rebuild or repair a business location in an affected county or counties.

Section 4. Financial Assistance.

- (1) A recipient meeting the requirements of Section 3 of this emergency administrative regulation may receive a financial award which shall be paid directly to the recipient in the sole discretion of the Cabinet or its designee.
- (2) Awards may be made in any amount; however, a qualified nonprofit organization shall agree not to expend financial awards made from the Fund for Administrative Purposes or fees.

Section 5. Documentation of Expenditures. Any Qualified Nonprofit Organization or small business that receives a financial award from the Fund shall document expenditures of all awarded monies. The documentation must be retained for at least two (2) years following the distribution of all awarded funds and shall be subject to inspection during that time by the Cabinet or its designee.

Section 6. Administrative Fees. Administrative fees shall not be paid from the Fund to any agency of the Commonwealth of Kentucky or any contractor engaged to assist with the operation of the Fund, with the exception of processing fees imposed by merchant banks or credit card companies.

Section 7. Applicability of Open Records and Document Retention. With the exception of information otherwise exempt from disclosure pursuant to the Kentucky Open Records Act, KRS 61.870, et seq., all documents and materials submitted to either the Commonwealth or the Cabinet shall be considered a public record subject to the Kentucky Open Records Act. Accordingly, the Commonwealth and the Cabinet shall retain all documents described for a period of not less than two (2) years from the last distribution from the Fund.

Section 8. Direct Payment for Funeral Expenses. Notwithstanding Sections 3 through 5 of this regulation, the person who is responsible, or would be responsible absent donations, for the payment of funeral expenses for an individual whose death was related to the severe weather events of December 10 and 11, 2021, may receive direct financial assistance from the Fund in an amount not to exceed \$10,000 for the purpose of assisting in the payment of those funeral expenses or other expenses associated with the person's death. The Public

Protection Cabinet or its designee shall coordinate such direct payments and shall obtain all necessary information from the Kentucky Office of Vital Statistics, coroners, or other appropriate entities to verify eligibility for any direct payment under this paragraph.

Section 9. Other Acceptable Uses of Fund Monies. Subject to the availability of funds, the Cabinet, in its sole discretion, may elect to distribute funds, including but not limited to excess funds, to Kentucky residents affected by the severe weather events of December 10 and 11, 2021.

Section 10. No Entitlement. All awards shall be subject to the availability of funds, and all awards made from the Fund shall be purely a matter of grace and not subject to any appeal.

Section 11. No Intent to Create Individual or Organizational Interests. The establishment of the Fund is not intended to create and shall not create any individual or organizational right, privilege, property interest, or benefit, whether substantive or procedural, enforceable at law or in equity by any party against the Commonwealth of Kentucky, its agents, departments, political divisions, or other entities, or any officers, employees, or agents thereof, or any other persons.

Section 12. Expiration. This emergency administrative regulation shall not be replaced by a regular administrative regulation and shall expire at the latest date permitted by law.

*RAY A. PERRY, Secretary*

APPROVED BY AGENCY: March 14, 2022

FILED WITH LRC: March 15, 2022 at 8:50 a.m.

CONTACT PERSON: Benjamin Long, General Counsel, 500 Mero Street, 218 NC, Frankfort, Kentucky 40601, phone (502) 782-2736, fax (502) 546-3639, email Benjamin.Long@ky.gov.

## Team Western Kentucky Tornado Relief Fund

### Funeral Expense Assistance

#### Summary

The funeral expense assistance is a one-time \$10,000 benefit being paid from the Team Western Kentucky Tornado Relief Fund to persons responsible for paying for the funeral services of those who died as a direct or indirect result of the weather-related events in Kentucky on December 10 and 11, 2021.

#### Process

- Persons responsible for payment of funeral expenses do not need to submit an application through the Team Western Kentucky Tornado Relief Fund for funeral expense assistance.
- The Public Protection Cabinet will work with the Cabinet for Health and Family Services to identify those individuals who lost their lives in Kentucky as a result of the weather events of December 10 and 11, 2021. This cause of death will be certified by the coroner or the medical examiner.
- Once identified, a \$10,000 payment will be issued to the person contractually responsible for the funeral service (as identified by the funeral home.) Payment will be mailed to the funeral home performing the services. No additional documentation from the person responsible or the funeral home is required to issue payment.
- The funeral expense assistance will be provided to the family regardless of whether there is insurance in place or other charitable assistance available to pay the expenses.

Team Western Kentucky Tornado Relief Fund  
Funding for Individuals with Unmet Needs  
in Coordination with Long-Term Recovery Groups

Program Guidelines

Committed Funding

A total of \$12,000,000 has been committed from the Team Western Kentucky Tornado Relief Fund to provide assistance for unmet needs to individuals impacted by the tornados through coordination with the long-term recovery groups (“LTRG”). This funding is available to assist Kentucky residents who were impacted by the severe weather events of December 10-11, 2021.

The funding provided to individuals in coordination with each LTRG will be limited to:

- A maximum funding limit based on the number of persons with unmet needs submitted in the LTRG’s proposal x \$1,750; and
- An individual limit for any amount up to \$3,500 not to exceed the maximum funding limit per LTRG.

Eligible Categories

Funding is available for the following categories of unmet needs:

- Home and terrain repair/replacement for homeowners
- Mold/mildew remediation within a damaged dwelling for homeowners
- Inspection/permit fees for homeowners or renters
- Essential furniture/appliances for homeowners or renters
- Vehicle repair/replacement caused by damage from the tornado (in accordance with the additional limitations below)

Pursuant to administrative regulation 800 KAR 1:020E, funding from the tornado relief fund will not be available for administrative costs for operating the LTRG.

Funding for Vehicles

Funding related to vehicles will be subject to following:

- Funding will only be provided for a private passenger vehicle that was insured with liability only coverage on the date of loss (December 10-11, 2021.)
- Funding will only be provided for one vehicle per household.

Process to Request Funding

- The LTRG will process applicants through their existing case management process and use good faith efforts to ~~apply other funding sources available~~ **ensure the request for funding from the Team WKY Tornado Relief Fund does not duplicate benefits received or available from other known sources** prior to submitting a request for funding from the tornado relief fund.
  - An LTRG may re-consider applications processed through its case management process prior to notification of the availability of funds from the Team WKY

Tornado Relief Fund for which the LTRG denied or limited funding to the applicant for the above noted eligible categories of unmet needs.

- The LTRG will forward to the Public Protection Cabinet (“PPC”) a Funding Application for a specific individual applicant determined to have an unmet need in one of the above noted eligible categories. The application shall be signed by an authorized person on behalf of the LTRG and include:
  - A unique tracking identifier for the applicant;
  - The amount of funding requested **or a maximum estimated amount if seeking pre-approval on behalf of an applicant;**
  - The applicant’s county of residence on 12/10/2021 and current county of residence;
  - The nature of the loss the applicant incurred as a result of the severe weather event of December 10-11, 2021;
  - The items identified as unmet needs;
  - A listing of other sources of available funding that have been applied to the applicant’s unmet needs;
  - Certification from the authorized person on behalf of the LTRG that:
    - The applicant meets the eligibility criteria of the Team Western Kentucky Tornado Relief Fund; and
    - ~~The LTRG has undertaken reasonable efforts to exhaust funds available from other sources;~~
    - The payment of an award does not duplicate other benefits already received from other known sources;
- PPC will review the funding request to:
  - Verify the applicant suffered a loss as a direct result of the severe weather events of December 10-11, 2021;
  - The destroyed property was located in an eligible county; and
  - The request is for one of the identified categories.
- PPC will notify the LTRG of its decision.
- If the funding request is verified and approved, the LTRG will provide PPC with:
  - The unique tracking identifier for the applicant;
  - Name and current mailing address of the applicant; and
  - Name and address of vendor to whom payment will be directed.
- PPC will provide an assistance payment made payable to the individual and vendor notify the LTRG when payment has been processed.

#### Documentation

An LTRG should maintain the documentation used to process applicants through its case management process and submit funding applications to PPC. PPC may review the documentation, upon request, for audit purposes related to assistance payments made from the Team Western Kentucky Tornado Relief Fund.

#### Communications

An LTRG should seek approval from PPC prior to referencing the Team Western Kentucky Tornado Relief Fund in press releases, social media posts, or other advertising.

Team Western Kentucky Tornado Relief Fund  
Insured Homeowner and Renter Disbursement

Summary

A supplemental payment equal to the amount of the deductible, up to \$2,500, will be sent from the Team Western Kentucky Tornado Relief Fund to individual insured homeowners and renters who had a valid insurance claim for a loss related to the severe weather events of December 10 and 11, 2021.

Payment Process

DOI sent a data call for claims data from insurers

Requested homeowners and farm policies

For claims related to the 2021 tornado

FEMA disaster counties

DOI/MCE compiled data

IT filtered data to remove

Claims outside of FEMA counties

Duplicate policyholders

Obvious data errors

Denied Claims (Closed w/o payment were maintained as that was intended to indicate that the amount of the claim was below the deductible level.)

Payments were disbursed to remaining policyholders

If insured had also applied to FEMA, the current mailing address in FEMA data was used

Returned checks - phone number, email, and other contact information from FEMA application was used to locate policyholder

If insured did not have matching FEMA data, the current mailing address from the claims data was used

Returned checks - sent to DOI to contact insurer/agent to gather additional contact information

Assistance payments made based on the amount of the deductible

Homeowners policies including coverage for shelter, other dwellings on the property, contents, food spoilage

Renters policies

Landlord policies if the policyholder was an individual (for example, someone owned rental property)

A large percentage of this community was in rental property; this incentivized the landlord to repair/rebuild

Farm policies including coverage for shelter, other dwellings on the property, contents, equipment, etc.

Assistance provided to family farms, not commercial policies, where policyholder was individual or family LLC

## Team Western Kentucky Tornado Relief Fund

### Second Distribution to Individuals - Synopsis

#### Summary

In response to continued concerns expressed by local communities regarding the need for additional funding to recover from losses sustained as a result of the severe weather-related events in Kentucky on December 10 and 11, 2021 in addition to the assistance received from FEMA and insurance companies, a one-time payment in the amount of \$1,000 will be issued to individuals who:

- Received assistance from FEMA under DR 4630 in any category  
Were determined to have a valid insurance claim under a homeowners, renters, or individual farmowners policy for losses as a result of the weather-related events in Kentucky on December 10 and 11, 2021.

#### Process

- Individuals are not required to submit an application to the Team Western Kentucky Tornado Relief Fund to receive this disbursement.
- Under an information sharing access agreement, the Public Protection Cabinet obtained data from FEMA through Kentucky Emergency Management identifying those that received assistance in any category from FEMA as a result of the DR 4630.
- This information was combined with information previously received from insurers regarding individuals with valid homeowners, renters, and farmowners claims.
- The FEMA data and the insurance data were compared with the listing of individuals who received a disbursement under the uninsured homeowners and renters program and the insured homeowners and renters program to address was performed to remove any duplicates and add any eligible persons who were identified as a result of previous inquiries received.
- Payment will be mailed directly to the individuals.



## Team Western Kentucky Tornado Relief Fund

### Uninsured Supplement Assistance Payment

#### Summary

The uninsured supplemental assistance payment is a one-time payment issued to uninsured homeowners and uninsured renters for expenses over and above the assistance provided by the Federal Emergency Management Agency (FEMA) for losses as a result of the weather-related events in Kentucky on December 10 and 11, 2021.

#### Process

- Uninsured homeowners and uninsured renters were not required to submit an application to the Team Western Kentucky Tornado Relief Fund to receive an uninsured supplemental assistance payment.
- Under an information sharing access agreement, the Public Protection Cabinet obtained data from FEMA through Kentucky Emergency Management identifying:
  - the uninsured homeowners and uninsured renters in the FEMA declared disaster area that received assistance through the Individuals and Households Program (IHP); and
  - the total amount of IHP assistance provided by FEMA to each person identified.
- A supplemental assistance payment was calculated for each identified uninsured homeowner and uninsured renter that received IHP assistance from FEMA. The supplement assistance payment to be provided from the Team Western Kentucky Tornado Relief Fund was calculated to be the greater of:
  - 20% of the total IHP payment from FEMA; or
  - \$500.
- Payment will be mailed directly to the uninsured homeowner or uninsured renter to the address provided in the data from FEMA.



# Commonwealth of Kentucky CONTRACT

<b>DOC ID NUMBER:</b>			<b>Version:</b> 1	<b>Record Date:</b> 06/13/22
PON2	675	2200004401		

Document Description: Western Kentucky Tornado Relief Assistance

Cited Authority: FAP111-44-00NP  
Memorandum of Agreement - Non Profit 501 (c) 3

Reason for Modification:

**Issuer Contact:**

Name: Jennifer Spencer  
Phone: 502-782-5203  
E-mail: Jennifer.Spencer@ky.gov

<b>Vendor Name:</b> Mayfield Rotary Foundation Homes & Hope for KY P.O. Box 485 Mayfield KY 42066	<b>Vendor No.</b> KS0014073 <b>Vendor Contact</b> Name: Heather Nesler Phone: 2705407070 Email: homesandhopeforky@gmail.com
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Effective From: 2022-07-01      Effective To: 2023-01-15

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Perform case management for storm impacted Kentuckians.	\$0.000000	\$8,000,000.00	\$8,000,000.00

**Extended Description:**  
Perform case management for storm impacted Kentuckians.

Shipping Information:	Billing Information:
Public Protection - Office of the Secretary 500 Mero Street, 2nd Floor Frankfort KY 40601	Public Protection - Office of the Secretary 500 Mero Street, 2nd Floor Frankfort KY 40601

<b>TOTAL CONTRACT AMOUNT:</b>	<b>\$8,000,000.00</b>
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**Memorandum of Understanding Terms and Conditions**

This Memorandum of Understanding (MOA) is entered into, by and between the Commonwealth of Kentucky, Public Protection Cabinet (“the Commonwealth”) and Homes and Hope for Kentucky, Inc (“the Contractor”) to establish an agreement for the provision of financial assistance to those Kentuckians impacted by the storm who will be entering into an agreement with Homes and Hope in order to receive housing through new construction of homes by Home and Hope. The initial MOA is effective from July 1, 2022 through January 15, 2023.

**Scope of Services:**

WHEREAS, the Commonwealth of Kentucky (“Commonwealth”), via Executive Order 2021-923, has established the Team Western Kentucky Tornado Relief Fund (“Fund”); and

WHEREAS, Executive Order 2022-205 has extended the duration of the Fund as permitted by KRS 39A.090; and

WHEREAS, the Public Protection Cabinet (“Cabinet”) is tasked with administration of the Fund; and

WHEREAS, the Fund is to serve a public purpose; to wit, the provision of direct financial assistance to those Kentuckians who were negatively impacted due to the powerful severe weather system which generated heavy rain, thunderstorms, tornadoes, and strong straight-line winds on December 10 and 11, 2021 (“the storm”); and

WHEREAS, the Cabinet has established standards regarding utilization of the Fund; and

WHEREAS, the Cabinet desires to enter into an agreement with Homes and Hope for Kentucky, Inc. (“Homes and Hope”) for the provision of direct financial assistance to those Kentuckians impacted by the storm who will be entering in to an agreement with Homes and Hope in order to receive assistance in constructing new homes for those Kentuckians – individuals and families – to live in after losing their housing due to the powerful severe weather system on December 10 and 11, 2021; and

WHEREAS, Homes and Hope intends to construct new housing in storm impacted areas in order to house Kentuckians who were negatively impacted by by losing their housing as a result the storm;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Commonwealth and Homes and Hope (hereinafter collectively “the Parties”) do hereby agree as follows:

Section I – ADMINISTRATIVE OVERVIEW

Section I.1. – Purpose and Background

This Memorandum of Agreement (“MOA”) is entered into, by and between the Commonwealth of Kentucky, Public Protection Cabinet, Office of the Secretary and Homes and Hope to provide for direct financial assistance to individual Kentuckians negatively impacted by the powerful severe weather system on December 10 and 11, 2021, by losing their housing as a result of the storm. These individual Kentuckians will be entering into agreements with Homes and Hope in order to receive housing through new construction of homes by Homes and Hope. The initial MOA is effective from July 1, 2022 through January 15, 2023, subject to earlier termination as provided herein.

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The Cabinet is required and intends to use the Fund in order to directly financially benefit individual Kentuckians who were negatively impacted the storm. As the Cabinet is aware that Homes and Hope intends to construct single-family housing in order, at least in part, to supplement the housing lost during the storm, the Cabinet wishes to financially assist those Kentuckians – individuals and families – who will be receiving assistance from Homes and Hope in the form of the constructions of new housing for those Kentuckians. Specifically, the Cabinet intends to use Fund monies in order to provide and/or supplement the costs of materials and labor needed for Homes and Hope to construct homes for individual Kentuckians who apply for assistance in the form of construction of new housing. Each individual award of Fund monies will directly benefit each individual Kentuckian who applies for such assistance, and the Cabinet will make an award Fund monies on the basis of an individual's application and confirmation by the Cabinet that the individual's application meets the criteria required for the award of Fund monies.

*Section 1.2 – Issuing Office*

*The Cabinet is issuing this MOA. The Cabinet's designee, the Public Protection Cabinet Office of Legal Services, is the only office authorized to change, modify, amend, alter, or clarify the specifications, terms, and conditions of this MOA.*

*Section 1.3 – Communications*

The contract specialist identified on the Title Page is the point of contact for communications concerning MOA issues.

*Section 1.4 – Organization*

This MOA is organized in the following manner:

- Section I – Administrative Overview
- Section II – Scope of Work
- Section III – No Creation of Individual Rights
- Section IV - Terms and Conditions
- Section V – Other Terms and Conditions

*Section 1.5 – Definitions*

For purposes of this MOA, the following terms shall have the following definitions:

**Applicant:** A Kentucky resident (or residents) applying to receive housing assistance from Homes and Hope in the form of construction of a new house.

**Application:** A collective reference to any documentary evidence received by Homes and Hope in order for an Applicant to qualify for Fund monies for a new Homes and Hope-constructed house.

**Award:** Financial assistance from the Fund, in the form of payment for materials or labor, provided to Homes for Hope to directly benefit qualified Applicants in the form of construction of a new house.

**Cabinet:** The Public Protection Cabinet.

**Criteria:** The factors to be considered when evaluating an Application for an Award that will directly benefit an individual Kentuckian who was negatively impacted due to the powerful

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severe weather system which generated heavy rain, thunderstorms, tornadoes, and strong straight-line winds on December 10 and 11, 2021.

**Exhibit:** All Exhibits referenced herein shall be materially similar to the attachments of this MOA.

**FEMA**

**Counties:** The counties of: Christian, Fulton, Hickman, Graves, Marshall, Caldwell, Hopkins, Muhlenberg, Ohio, Logan, Warren, Hart, and Taylor.

**Fund:** The Team Western Kentucky Tornado Relief Fund

**Homes and**

**Hope:** Homes and Hope for Kentucky, Inc.

**Household:** Any individual or group of individuals who are living together in a principal residence as one economic unit for whom rent/mortgage, residential utilities, and/or groceries are customarily purchased in common.

**Qualified**

**Applicant:** An Applicant who otherwise qualifies for assistance from Homes and Hope who resided in one of the FEMA Counties as of December 10, 2021, and was also storm impacted.

**Secretary:** The Secretary of the Public Protection Cabinet.

**Storm:** A powerful severe weather system which generated heavy rain, thunderstorms, tornadoes, and strong straight-line winds on December 10 and 11, 2021.

**Storm**

**Impacted:** An individual resident or residents of the Commonwealth of Kentucky who suffered financial loss or received physical injury during the storm.

Section II – SCOPE OF WORK

Section II.1. – Services Required

In accordance with Executive Order 2021-923 (as extended by Executive Order 2022-205) and the standards established by the Cabinet (codified as 800 KAR 1:020E), Homes and Hope shall perform the services described as follows:

1. Homes and Hope shall hold any funds advanced pursuant to this agreement in trust and shall only use them as specified in this Agreement for the direct benefit of individual Kentuckians who are Qualified Applicants in the form of construction of a new home due to the Qualified Applicants' prior home being destroyed due to the Storm. No administrative fees or costs shall be paid from funds paid pursuant to this Agreement.
2. Homes and Hope shall, when constructing new homes within the FEMA Counties during the term of this Agreement, determine whether the individual(s) who will ultimately live in the home could be Qualified Applicants.
3. In determining whether an individual is a Qualified Applicant, Homes and Hope shall consider the following Criteria:

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- a. Whether the individual was negatively impacted by the Storm;
  - b. Whether the individual resided in one of the FEMA Counties on the date of the Storm;
  - c. Whether the home being constructed is in one of the FEMA Counties; and
  - d. Whether the home will be completed and occupied prior to the expiration of this Agreement.
4. If Homes and Hope determines that the Criteria in Section II.1.3. have been met, Homes and Hope shall submit to the Cabinet sufficient evidence to verify each of the Criteria has been met. It is explicitly agreed by the Parties that Homes and Hope may use these funds only for the direct benefit of Qualified Applicants who have initiated discussions with Homes and Hope prior to the Effective Date of this Agreement, subject to the provisions of subsection II.1.13.
  5. The Cabinet shall independently determine whether the Criteria have been met, and shall notify Homes and Hope of its determination.
  6. If the Cabinet determines that the individual is not a Qualified Applicant, no award of funds from the Fund shall be made.
  7. If the Cabinet determines that the individual is a Qualified Applicant, then the procedures articulated in Section II.A.8 shall be employed.
  8. After receiving confirmation from the Cabinet that the individual receiving Homes and Hope direct assistance is a Qualified Applicant, Homes and Hope shall be issued a payment in the amount of eighty-thousand dollars (\$80,000) for materials and labor in order to construct the house. No administrative costs shall be paid from Fund monies. It is explicitly agreed upon by the Parties that the use of Fund monies is for the direct benefit of Qualified Applicants, though the payment shall be issued to Homes and Hope.
  9. Homes and Hope shall provide summary reports quarterly to the Cabinet, beginning October 1, 2022, as to the progress of all approved projects.
  10. The Cabinet shall issue payment to Homes and Hope within twenty-one (21) days of verifying that an individual is a Qualified Applicant. Homes and Hope shall use these funds within ninety (90) days of receiving payment. In the event that an individual project should be delayed, Homes and Hope may seek an extension from the Cabinet of an additional ninety (90) days; however, in no case shall the total amount of time from payment to expenditure of Fund monies exceed one-hundred and eighty (180) days.
  11. A total of eight million dollars (\$8,000,000) shall be earmarked from the Fund for use in this project.
  12. The Cabinet may amend this MOA in order to provide additional funds, but shall not be required to provide any additional funding, in its sole discretion. The Cabinet makes no warranties regarding the availability of funds beyond those contemplated by this Agreement.
  13. With respect to individuals that Homes and Hope is currently working with, and that are Qualified Applicants, the parties agree that an award may be made pursuant to this MOA notwithstanding that these projects may already have been initiated. However, the Cabinet shall still be required to discharge its duties pursuant to subsection II.1.5 for all such individuals prior to providing any funds.

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*Section II.2. – Goals and Objectives*

The Parties agree that the following are the Goals and Objectives to which Homes and Hope and the Commonwealth shall adhere for the term of the MOA:

1. The Parties desire to provide Awards for the direct benefit of Kentuckians negatively impacted by the Storm in the form of financial assistance for the construction of a new home.
2. The Parties agree that only Qualified Applicants should benefit from the funds contemplated by this Agreement.
3. The Parties agree that no payment should be made on behalf of any individual unless both Parties have determined the individual is a Qualified Applicant.
4. The Parties agree that data shall be accurately maintained and timely transmitted as required by this MOA. The Parties shall take all commercially reasonable steps to protect the data of Applicants at all times.

*Section II.3. – Reporting Requirements and Audit Rights*

The Parties hereby agree as follows with respect to reporting and auditing:

1. Homes and Hope agrees to submit the quarterly reports in a timely manner as required in Section II.1.9. Reports shall be submitted to:

Public Protection Cabinet  
Office of the Secretary  
Attn: Angie Wallingford  
500 Mero Street, 218NC  
Frankfort, Kentucky 40601  
Email: [Angie.Wallingford@ky.gov](mailto:Angie.Wallingford@ky.gov)

2. The Parties agree that records maintained by Homes and Hope shall be subject to Audit by the Commonwealth of Kentucky and/or the Cabinet. The Cabinet agrees to provide notice of the intent to audit and the scope of such audit at least thirty (30) calendar days prior to the initiation of the audit and shall perform such audits during Homes and Hope's normal operating hours. The Cabinet agrees to assist Homes and Hope with audits ordered by other governmental units, including but not limited to, the Auditor of Public Accounts.
3. Homes and Hope is advised that all records generated as a part of the discharge of its duties under this MOA may be subject to the Kentucky Open Records Act, KRS 61.870, *et. seq.*

*Section II.4. – Subcontractors*

The Parties agree that Homes and Hope shall not subcontract any of its rights or obligations under this MOA without the express, written consent of the Cabinet. This section does not prohibit the use of contractors and subcontractors utilized on individual construction projects; rather, the intent of this section is to prohibit, without consent, the assignment of the rights and duties contemplated by this Agreement, specifically evaluation of Applicants and completion of required reporting.

*Section II.5. – No Administrative Fee*

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The Parties hereby agree that no administrative fees of any kind shall be paid for the services contemplated herein. All of the Award, as required by Executive Order 2021-923, shall be utilized to provide assistance to Storm-impacted Kentuckians.

*Section II.6. – Further Rights and Responsibilities of the Cabinet*

The Parties hereby agree that the Cabinet may:

1. Audit the records generated in connection with the administration of this MOA.
2. Review, upon request, determinations of eligibility and supporting documentation for individuals.

*Section II.7. – Amendment*

The Parties agree that amendments to this MOA shall only be by written amendments signed by authorized representatives of both Parties.

*Section II.8. – Termination*

Both Parties shall have the right to terminate and cancel this MOA at any time not to exceed thirty (30) days' written notice served on the other party's point of contact for the MOA; provided, however, that the Cabinet shall be obligated to fund any Awards made prior to the transmission of the notice of cancellation.

Section III-NO CREATION OF INDIVIDUAL RIGHTS

This MOA is not intended to create and does not create any individual right, privilege, property interest or benefit, whether substantive or procedural, enforceable at law or in equity by any party against the Commonwealth or the Cabinet, its agents, departments, political divisions, or other entities, or any officers, employees, or agent thereof, or any other persons.

Section IV – TERMS AND CONDITIONS

1. The Parties agree that this is the entire agreement between the Parties, and supersedes any prior agreements, oral or written, with respect to the subject matter of this agreement, and there have been no inducements, verbal or written, for the Parties to execute this MOA.
2. This MOA may be executed in counterparts, which shall collectively constitute the entire agreement.
3. This MOA has been negotiated and prepared by the Parties and their respective counsel, and should any provision of this MOA require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that the MOA is to be construed against the drafter.
4. This MOA shall be valid on the date of the last party's execution of the MOA.
5. All amendments to this MOA shall be in writing and signed by authorized representatives of the Parties. No oral amendment shall be permitted.
6. No waiver of performance of any of the terms of this MOA by the Commonwealth or the Cabinet shall be construed or be held to be a waiver of any succeeding or preceding breach of the same or any other term of this MOA. Any waiver of any term, covenant, or condition of



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this MOA or a breach thereof must be expressly made in a signed writing, and no express waiver shall affect a default other than as specified in such waiver.

7. In case any one or more of the provisions contained in this MOA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this MOA shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. This MOA shall be construed in accord with the laws of the Commonwealth of Kentucky. The venue for any disputes arising under this MOA shall be the Franklin Circuit Court.
9. Each party shall bear its own attorneys' fees and costs that may result from any dispute arising out of this MOA.
10. No press release, public announcement, statement to media, or social media activity made by Homes and Hope shall reference this MOA or the project contemplated herein with the express, written consent of the Cabinet.

**Pricing:**

After receiving confirmation from the Cabinet that the individual receiving Homes and Hope direct assistance is a Qualified Applicant, Homes and Hope shall be issued a payment in the amount of eighty-thousand dollars (\$80,000) for materials and labor in order to construct the house. No administrative costs shall be paid from Fund monies. It is explicitly agreed upon by the Parties that the use of Fund monies is for the direct benefit of Qualified Applicants, though the payment shall be issued to Homes and Hope. Total expenditure from this contract will net exceed eight million dollars \$8,000,000.

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**MOA/PSC Exception Standard Terms and Conditions  
Revised July 2021**

**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 contract:

**1.00 Effective Date:**

This contract is 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 Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 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 LRC Policies:**

**This section does not apply to governmental or quasi-governmental entities.**

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

**3.00 Choice of Law and Forum:**

**This section does not apply to governmental or quasi-governmental entities.**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

**4.00 EEO Requirements**

**This section does not apply to governmental or quasi-governmental entities.**

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.

**5.00 Cancellation:**

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 by registered or certified mail.

**6.00 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 due to lack of available funding.

**7.00 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

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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.

**8.00 Authorized to do Business in Kentucky:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

**Registration with the Secretary of State by a Foreign Entity:**

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

**For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.**

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

**9.00 Invoices for fees:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

**10.00 Travel expenses, if authorized:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

**11.00 Other expenses, if authorized herein:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

**12.00 Purchasing and specifications:**

**This section does not apply to governmental or quasi-governmental entities.**

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The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she 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 the following paragraph that pertains to conflict-of-interest laws and principles, "he/she" 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/she" is construed to mean any person with an interest therein.

**13.00 Conflict-of-interest laws and principles:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

**14.00 Campaign finance:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

**15.00 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).

**16.00 Social security: (check one)**

**This section does not apply to governmental or quasi-governmental entities.**

\_\_\_\_\_ The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

\_\_\_\_\_ The parties are cognizant that the state is liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

**17.00 Violation of tax and employment laws:**

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract 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 contract shall report any such final determination(s) of violation(s) to the Commonwealth by

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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 contract 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 contract, shall be grounds for the Commonwealth's cancellation of the contract 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.

**18.00 Discrimination:**

This section applies only to contracts 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 contract, 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, 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/her 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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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 that 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 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:

Ray A. Perry  
Signature

Public Protection Cabinet Secretary  
Title

Ray Perry  
Printed Name

5/27/2022  
Date

2nd Party:

Heather Nester  
Signature

President/ Homes and Hope  
Title for Kentucky

Heather Nester  
Printed Name

5/26/22  
Date

Other Party:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

Approved as to form and legality:

[Signature]  
Attorney

## **Graves County Grain Assistance Website Copy:**

Governor Andy Beshear established the Western Kentucky Tornado Relief Fund to provide assistance to Kentuckians affected by the catastrophic weather events of December 10, and 11, 2021. Over 150,000 individuals and organizations have contributed to the fund, raising millions of dollars to assist in long-term recovery. To date, more than \$26.5 Million has been distributed to individual Kentuckians and families as they rebuild from these devastating tornadoes including funds to build 300 homes through the help of Homes and Hope for Kentucky, Habitat for Humanity and the Fuller Center on Housing.

On Thursday, June 23, 2022, Governor Beshear announced a new effort to help farmers in western Kentucky continue to fight through the aftermath of the December 2021 tornadoes. To offer some relief to the stress on local farmers due to the destruction of the Mayfield Grain Company, **the Team Western Kentucky Relief Fund will provide a one-time assistance payment to eligible Kentucky farmers.**

This website will walk you through the process for applying for this assistance. First, you must create a login account. This login will give you access to your account to check your status and provide additional documentation as needed. **Please keep your login information and use the same account every time you access your application.**

Some additional things to know before you get started with your application:

**Who is Eligible?** Kentucky farmers who sold grain to the Mayfield Grain Company in 2021 and remain in business in 2022.

**What assistance can I expect?** Eligible farmers will receive a one-time assistance payment from the Team Western Kentucky Tornado Relief Fund in the amount of \$0.50 per bushel delivered to Mayfield Grain Company in 2021.

**What documents do I need to apply?** To complete this application you will need to provide basic contact and business information as well as the following documents:

- A 2021 delivery sheet from the Mayfield Grain Company
- Documentation of the delivery of your 2022 crop will be required by December 31, 2022

**How will I receive payment?** Checks will be issued directly to farmers who qualify. Please ensure all mailing and business information is correct on your application to receive prompt payment. Payments will be made promptly. Award recipients will be required to supply documentation of the delivery of your 2022 crop by December 31, 2022.

**If my claim is denied, can I appeal?** Awards from the WKY Tornado Relief Fund Program are made purely as a matter of grace. As such, no appeals shall be accepted from an applicant to the WKY Tornado Relief Fund Program.

**What type of file format can I use to upload documents into my application?** Acceptable file types are '.pdf', '.jpg', '.jpeg', '.doc', '.docx', '.png', '.txt', '.gif', '.xls', '.xlsx', '.csv'

**Is there a deadline to apply?** The application portal will close at 4pm EDT on August 15, 2022

**Who can I contact if I have questions about my account?** Questions can be emailed to [ppc.communications@ky.gov](mailto:ppc.communications@ky.gov)

There is no guarantee that applicants will receive funds, and distribution of any funds is subject to the terms and conditions specified herein.





# Commonwealth of Kentucky CONTRACT

<b>DOC ID NUMBER:</b>			<b>Version:</b> 1	<b>Record Date:</b> 06/17/22
PON2	675	2200004402		

Document Description: Western Kentucky Tornado Relief Assistance

Cited Authority: FAP111-44-00NP  
Memorandum of Agreement - Non Profit 501 (c) 3

Reason for Modification:

**Issuer Contact:**

Name: Jennifer Spencer  
Phone: 502-782-5203  
E-mail: Jennifer.Spencer@ky.gov

<b>Vendor Name:</b> Mayfield/Graves County Fuller Center for Housing 1533 Bellemeade Dr Mayfield KY 42066-3723	<b>Vendor No.</b> KS0014183 <b>Vendor Contact</b> Name: P David Wright Phone: 2707052530 Email: dwright48@twc.com
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Effective From: 2022-07-01      Effective To: 2023-01-15

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Perform case management for storm impacted Kentuckians.	\$0.000000	\$4,000,000.00	\$4,000,000.00

**Extended Description:**  
Perform case management for storm impacted Kentuckians.

Shipping Information:	Billing Information:
Public Protection - Office of the Secretary 500 Mero Street, 2nd Floor Frankfort KY 40601	Public Protection - Office of the Secretary 500 Mero Street, 2nd Floor Frankfort KY 40601

<b>TOTAL CONTRACT AMOUNT:</b>	<b>\$4,000,000.00</b>
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### Memorandum of Agreement Terms and Conditions

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Public Protection Cabinet ("the Commonwealth") and Mayfield/Graves Fuller Center for Housing, Corp. ("the Contractor") to establish an agreement for the provision of financial assistance to those Kentuckians impacted by the storm who will be entering into an agreement with the Contractor in order to receive housing assistance. The initial MOA is effective from July 1, 2022 through January 15, 2023.

#### **Scope of Services:**

WHEREAS, the Commonwealth of Kentucky ("Commonwealth"), via Executive Order 2021-923, has established the Team Western Kentucky Tornado Relief Fund ("Fund"); and

WHEREAS, the Executive Order 2022-205 has extended the duration of the Fund as permitted by KRS 39A.090; and

WHEREAS, the Public Protection Cabinet ("Cabinet") is tasked with administration of the Fund; and

WHEREAS, the Fund is to serve a public purpose; to wit, the provision of financial assistance to those Kentuckians who were negatively impacted due to the powerful severe weather system which generated heavy rain, thunderstorms, tornadoes, and strong straight-line winds on December 10 and 11, 2021 ("the storm"); and

WHEREAS, the Cabinet has established standards regarding utilization of the Fund; and

WHEREAS, the Cabinet desires to enter into an agreement with Mayfield/Graves Fuller Center for Housing, CORP. ("Fuller") for the provision of financial assistance to those Kentuckians impacted by the storm who will be entering into an agreement with Fuller in order to receive housing assistance; and

WHEREAS, Fuller intends to construct new housing in storm impacted areas in order to house Kentuckians negatively impacted by the storm;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Commonwealth and Fuller (hereinafter collectively "the Parties") do hereby agree as follows:

#### Section I – ADMINISTRATIVE OVERVIEW

##### *Section I.1 – Purpose and Background*

This Memorandum of Agreement ("MOA") is entered into, by and between the Commonwealth of Kentucky, Public Protection Cabinet, Office of the Secretary and Fuller to provide for financial assistance to storm impacted Kentuckians who will be entering into agreements with Fuller in order to receive housing. The initial MOA is effective from July 1, 2022 through January 15, 2023, subject to earlier termination as provided herein.

The Cabinet is required and intends to use the Fund in order to financially benefit storm impacted Kentuckians. As the Cabinet is aware that Fuller intends to construct single-family housing in order, at least in part, to supplement the housing lost during the storm, the Cabinet wishes to financially assist those Kentuckians that will be receiving assistance from Fuller. Specifically, the Cabinet intends to use Fund monies in order to provide and/or supplement the down payment required in order to purchase a Fuller-constructed house.

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*Section 1.2 – Issuing Office*

The Cabinet is issuing this MOA. The Cabinet’s designee, the Public Protection Cabinet Office of Legal Services, is the only office authorized to change, modify, amend, alter, or clarify the specifications, terms, and conditions of this MOA.

*Section 1.3 – Communications*

The contract specialist identified on the Title Page is the point of contact for communications concerning MOA issues.

*Section 1.4 – Organization*

This MOA is organized in the following manner:

- Section I – Administrative Overview
- Section II – Scope of Work
- Section III – No Creation of Individual Rights
- Section IV - Terms and Conditions
- Section V – Other Terms and Conditions

*Section 1.5 – Definitions*

For purposes of this MOA, the following terms shall have the following definitions:

**Applicant:** A Kentucky resident (or residents) applying to receive housing assistance from Fuller.

**Application:** A collective reference to any documentary evidence received by Fuller in order for an Applicant to qualify to purchase a Fuller-constructed house.

**Award:** Financial assistance from the Fund, in the form of down payment assistance, provided to qualified Applicants.

**Cabinet:** The Public Protection Cabinet.

**Contractor:** Mayfield/Graves Fuller Center for Housing, CORP

**Criteria:** The factors to be considered when evaluating an Application for an Award.

**Exhibit:** All Exhibits referenced herein shall be materially similar to the attachments of this MOA.

**FEMA**

**Counties:** The counties of: Fulton, Hickman, Graves, Marshall, Caldwell, Hopkins, Muhlenberg, Ohio, Logan, Warren, Hart, and Taylor.

**Fuller:** Mayfield/Graves Fuller Center for Housing, CORP

**Fund:** The Team Western Kentucky Tornado Relief Fund.

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**Household:** Any individual or group of individuals who are living together in a principal residence as one economic unit for whom rent/mortgage, residential utilities, and/or groceries are customarily purchased in common.

**Qualified**

**Applicant:** An Applicant who otherwise qualifies for assistance from Fuller who resided in one of the FEMA Counties as of December 10, 2021, and was also storm impacted.

**Secretary:** The Secretary of the Public Protection Cabinet.

**Storm:** A powerful severe weather system which generated heavy rain, thunderstorms, tornadoes, and strong straight-line winds on December 10 and 11, 2021.

**Storm**

**Impacted:** An individual resident or residents of the Commonwealth of Kentucky who suffered financial loss or received physical injury during the storm.

**Voucher:** A check or other form of funds transfer that shall be made payable to Fuller in order to provide and/or supplement a down payment made or required from a Qualified Applicant.

Section II – SCOPE OF WORK

*Section II.1. – Services Required*

In accordance with Executive Order 2021-923 (as extended by Executive Order 2022-205) and the standards established by the Cabinet (codified as 800 KAR 1:020E), Fuller shall perform the services described as follows:

1. Fuller acknowledges and agrees that no administrative fees or costs shall be paid from funds paid pursuant to this Agreement.
2. Fuller shall, when constructing new homes within the FEMA Counties during the term of this Agreement, determine whether the individual(s) who will ultimately purchase the home could be Qualified Applicants.
3. In determining whether an individual is a Qualified Applicant, Fuller shall consider:
  - a. Whether the individual was impacted by the Storm;
  - b. Whether the individual resided in one of the FEMA Counties on the date of the Storm;
  - c. Whether the home being constructed is in one of the FEMA Counties; and
  - d. Whether the home will be completed and occupied prior to the expiration of this MOA.
4. If Fuller determines that the Criteria in Section II.1.3 have been met, Fuller shall submit to the Cabinet sufficient evidence to verify each of the Criteria has been met.
5. The Cabinet shall independently determine whether the Criteria have been met, and shall notify Fuller of its determination.
6. If the Cabinet determines that the individual is not a Qualified Applicant, no portion of the funds paid pursuant to this Agreement shall be used in the project.

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7. If the Cabinet determines that the individual is a Qualified Applicant, then the procedures articulated in Section II.8. shall be employed.
8. After receiving confirmation from the Cabinet that the individual receiving Fuller assistance is a Qualified Applicant, the Cabinet shall issue payment to Fuller in the form of a check or wire transfer at the time of closing. Then, Fuller shall, at the closing for the new home, apply up to forty-thousand dollars (\$40,000) as a down payment on behalf of the Qualified Applicant from Fund dollars. The amount actually advanced shall be within the sole discretion of the Cabinet.
9. Fuller shall provide summary reports quarterly to the Cabinet, beginning October 1, 2022, as to:
  - a. The progress on Fuller projects in the FEMA Counties;
  - b. How much money has been provided to Qualified Applicants; and
  - c. How much funding remains available to Qualified Applicants.
10. The Cabinet shall earmark the pool of monies to be made available to Qualified Applicants in the amount of four million dollars (\$4,000,000).
11. The Cabinet may amend this MOA in order to provide additional funds, but shall not be required to provide any additional funding, in its sole discretion.
12. Any Fund monies that have not been depleted at the expiration of this MOA (with any applicable extensions agreed upon by the Parties) shall be returned to the Cabinet within ten (10) calendar days.

*Section II.2. – Goals and Objectives*

The Parties agree that the following are the Goals and Objectives to which Fuller and the Commonwealth shall adhere for the term of the MOA:

1. The Parties desire to provide Awards to those severely impacted by the Storm.
2. The Parties agree that only Qualified Applicants should benefit from the funds contemplated by this Agreement.
3. The Parties agree that no payment should be made on behalf of any individual unless both Parties have determined the individual is a Qualified Applicant.
4. The Parties agree that data shall be accurately maintained and timely transmitted as required by this MOA. The Parties shall take all commercially reasonable steps to protect the data of Applicants at all times.

*Section II.3. – Reporting Requirements and Audit Rights*

The Parties hereby agree as follows with respect to reporting and auditing:

1. Fuller agrees to submit the reports in a timely manner as required in Section II.1.9. Reports shall be submitted to:

Public Protection Cabinet

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Office of the Secretary  
 Attn: Angie Wallingford  
 500 Mero Street, 218NC  
 Frankfort, Kentucky 40601  
 Email: [Angie.Wallingford@ky.gov](mailto:Angie.Wallingford@ky.gov)

2. The Parties agree that records maintained by Fuller shall be subject to Audit by the Commonwealth of Kentucky and/or the Cabinet. The Cabinet agrees to provide notice of the intent to audit and the scope of such audit at least thirty (30) calendar days prior to the initiation of the audit and shall perform such audits during Fuller's normal operating hours. The Cabinet agrees to assist Fuller with audits ordered by other governmental units, including but not limited to, the Auditor of Public Accounts.
3. Fuller is advised that all records generated as a part of the discharge of its duties under this MOA may be subject to the Kentucky Open Records Act, KRS 61.870, *et. seq.*

*Section II.4. – Subcontractors*

The Parties agree that Fuller shall not subcontract any of its rights or obligations under this MOA without the express, written consent of the Cabinet.

*Section II.5. – No Administrative Fee*

The Parties hereby agree that no administrative fee shall be paid for the services contemplated herein. All funds within Fund, as required by Executive Order 2021-923 and 800 KAR 1:020E, shall be used to provide assistance to Storm-impacted Kentuckians.

*Section II.6. – Further Rights and Responsibilities of the Cabinet*

The Parties hereby agree that the Cabinet may:

1. Audit the records generated in connection with this MOA.
2. Review, upon request, determinations of eligibility and supporting documentation for individuals.

*Section II.7. – Amendment*

The Parties agree that amendments to this MOA shall only be by written amendments signed by authorized representatives of both Parties.

*Section II.8. – Termination*

Both Parties shall have the right to terminate and cancel this MOA at any time not to exceed thirty (30) days' written notice served on the other party's point of contact for the MOA; provided, however, that the Cabinet shall be obligated to fund any Awards made prior to the transmission of the notice of cancellation.

Section III-NO CREATION OF INDIVIDUAL RIGHTS

This MOA is not intended to create and does not create any individual right, privilege, property interest or benefit, whether substantive or procedural, enforceable at law or in equity by any party against the Commonwealth or the Cabinet, its agents, departments, political divisions, or other entities, or any officers, employees, or agent thereof, or any other persons.

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Section IV – TERMS AND CONDITIONS

1. The Parties agree that this is the entire agreement between the Parties, and supersedes any prior agreements, oral or written, with respect to the subject matter of this agreement, and there have been no inducements, verbal or written, for the Parties to execute this MOA.
2. This MOA may be executed in counterparts, which shall collectively constitute the entire agreement.
3. This MOA has been negotiated and prepared by the Parties and their respective counsel, and should any provision of this MOA require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that the MOA is to be construed against the drafter.
4. This MOA shall be valid on the date of the last party's execution of the MOA.
5. All amendments to this MOA shall be in writing and signed by authorized representatives of the Parties. No oral amendment shall be permitted.
6. No waiver of performance of any of the terms of this MOA by the Commonwealth or the Cabinet shall be construed or be held to be a waiver of any succeeding or preceding breach of the same or any other term of this MOA. Any waiver of any term, covenant, or condition of this MOA or a breach thereof must be expressly made in a signed writing, and no express waiver shall affect a default other than as specified in such waiver.
7. In case any one or more of the provisions contained in this MOA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this MOA shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. This MOA shall be construed in accordance with the laws of the Commonwealth of Kentucky. The venue for any disputes arising under this MOA shall be the Franklin Circuit Court.
9. Each party shall bear its own attorneys' fees and costs that may result from any dispute arising out of this MOA.
10. No press release, public announcement, statement to media, or social media activity made by Fuller shall reference this MOA or the project contemplated herein with the express, written consent of the Cabinet.

**Pricing:**

After receiving confirmation from the Cabinet that the individual receiving Fuller assistance is a Qualified Applicant, the Cabinet shall issue payment to Fuller in the form of a check or wire transfer at the time of closing. Then, Fuller shall, at the closing for the new home, apply up to forty-thousand dollars (\$40,000) as a down payment on behalf of the Qualified Applicant from Fund dollars. No administrative costs shall be paid from Fund monies. The amount actually advanced shall be within the sole discretion of the Cabinet. Total expenditure from this contract will not exceed four million dollars \$4,000,000.

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**MOA/PSC Exception Standard Terms and Conditions  
Revised July 2021**

**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 contract:

**1.00 Effective Date:**

This contract is 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 Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 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 LRC Policies:**

**This section does not apply to governmental or quasi-governmental entities.**

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

**3.00 Choice of Law and Forum:**

**This section does not apply to governmental or quasi-governmental entities.**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

**4.00 EEO Requirements**

**This section does not apply to governmental or quasi-governmental entities.**

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.

**5.00 Cancellation:**

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 by registered or certified mail.

**6.00 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 due to lack of available funding.

**7.00 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



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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.

**8.00 Authorized to do Business in Kentucky:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

**Registration with the Secretary of State by a Foreign Entity:**

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

**For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.**

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

**9.00 Invoices for fees:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

**10.00 Travel expenses, if authorized:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

**11.00 Other expenses, if authorized herein:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

**12.00 Purchasing and specifications:**

**This section does not apply to governmental or quasi-governmental entities.**

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The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she 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 the following paragraph that pertains to conflict-of-interest laws and principles, "he/she" 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/she" is construed to mean any person with an interest therein.

**13.00 Conflict-of-interest laws and principles:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

**14.00 Campaign finance:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

**15.00 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).

**16.00 Social security: (check one)**

**This section does not apply to governmental or quasi-governmental entities.**

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

The parties are cognizant that the state is liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

**17.00 Violation of tax and employment laws:**

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract 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 contract shall report any such final determination(s) of violation(s) to the Commonwealth by

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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 contract 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 contract, shall be grounds for the Commonwealth's cancellation of the contract 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.

**18.00 Discrimination:**

This section applies only to contracts 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 contract, 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, 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/her 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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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 that 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 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:**

Ray A. Perry  
Signature

Ray Perry  
Printed Name

Secretary  
Title

6/13/2022  
Date

**2nd Party:**

P. David Wright  
Signature

P. David Wright  
Printed Name

Board Chair  
Title Mayfield Graves Fuller Center for Housing.

June 6, 2022  
Date

**Other Party:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Approved as to form and legality:**

[Signature]  
Attorney



# Commonwealth of Kentucky CONTRACT

<b>DOC ID NUMBER:</b>			<b>Version:</b> 1	<b>Record Date:</b> 06/15/22
PON2	675	2200004377		

Document Description: Western Kentucky Tornado Relief Assistance

Cited Authority: FAP111-44-00NP  
Memorandum of Agreement - Non Profit 501 (c) 3

Reason for Modification:

**Issuer Contact:**

Name: Jennifer Spencer  
Phone: 502-782-5203  
E-mail: Jennifer.Spencer@ky.gov

<b>Vendor Name:</b> Kentucky Habitat for Humanity 330 N. Hubbards Lane #3 Louisville, KY 40207	<b>Vendor No.:</b> KS0004702 <b>Vendor Contact:</b> Name: Mary Shearer Phone: 502-608-7041 Email: mary@kyhfh.org
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Effective From: 2022-07-01      Effective To: 2023-01-15

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Perform case management for storm impacted Kentuckians.	\$0.000000	\$4,000,000.00	\$4,000,000.00

**Extended Description:**  
Perform case management for storm impacted Kentuckians.

Shipping Information:	Billing Information:
Public Protection - Office of the Secretary 500 Mero Street, 2nd Floor Frankfort KY 40601	Public Protection - Office of the Secretary 500 Mero Street, 2nd Floor Frankfort KY 40601

<b>TOTAL CONTRACT AMOUNT:</b>	<b>\$4,000,000.00</b>
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**Memorandum of Agreement Terms and Conditions**

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Public Protection Cabinet (“the Commonwealth”) and Kentucky Habitat for Humanity, Inc. (“the Contractor”) to establish an agreement for the provision of financial assistance to those Kentuckians impacted by the storm who will be entering into an agreement with Habitat in order to receive housing assistance. The initial MOA is effective from July 1, 2022 through January 15, 2023.

**Scope of Services:**

WHEREAS, the Commonwealth of Kentucky (“Commonwealth”), via Executive Order 2021-923, has established the Team Western Kentucky Tornado Relief Fund (“Fund”); and

WHEREAS, the Executive Order 2022-205 has extended the duration of the Fund as permitted by KRS 39A.090; and

WHEREAS, the Public Protection Cabinet (“Cabinet”) is tasked with administration of the Fund; and

WHEREAS, the Fund is to serve a public purpose; to wit, the provision of financial assistance to those Kentuckians who were negatively impacted due to the powerful severe weather system which generated heavy rain, thunderstorms, tornadoes, and strong straight-line winds on December 10 and 11, 2021 (“the storm”); and

WHEREAS, the Cabinet has established standards regarding utilization of the Fund; and

WHEREAS, the Cabinet desires to enter into an agreement with Kentucky Habitat for Humanity (“Habitat”) for the provision of financial assistance to those Kentuckians impacted by the storm who will be entering into an agreement with Habitat in order to receive housing assistance; and

WHEREAS, Habitat intends to construct new housing in storm impacted areas in order to house Kentuckians negatively impacted by the storm;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Commonwealth and Habitat (hereinafter collectively “the Parties”) do hereby agree as follows:

Section I – ADMINISTRATIVE OVERVIEW

Section I.1 – Purpose and Background

The Cabinet is required and intends to use the Fund in order to financially benefit storm impacted Kentuckians. As the Cabinet is aware that Habitat intends to construct single-family housing in order, at least in part, to supplement the housing lost during the storm, the Cabinet wishes to financially assist those Kentuckians that will be receiving assistance from Habitat. Specifically, the Cabinet intends to use Fund monies in order to provide and/or supplement the down payment required in order to purchase a Habitat-constructed house.

Section I.2 – Issuing Office

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The Cabinet is issuing this MOA. The Cabinet's designee, the Public Protection Cabinet Office of Legal Services, is the only office authorized to change, modify, amend, alter, or clarify the specifications, terms, and conditions of this MOA.

Section I.3 – Communications

The contract specialist identified on the Title Page is the point of contact for communications concerning MOA issues.

Section I.4 – Organization

This MOA is organized in the following manner:

- Section I – Administrative Overview
- Section II – Scope of Work
- Section III – No Creation of Individual Rights
- Section IV - Terms and Conditions
- Section V – Other Terms and Conditions

Section I.5 – Definitions

For purposes of this MOA, the following terms shall have the following definitions:

**Applicant:** A Kentucky resident (or residents) applying to receive housing assistance from Habitat.

**Application:** A collective reference to any documentary evidence received by Habitat in order for an Applicant to qualify to purchase a Habitat-constructed house.

**Award:** Financial assistance from the Fund, in the form of down payment assistance, provided to qualified Applicants.

**Cabinet:** The Public Protection Cabinet.

**Criteria:** The factors to be considered when evaluating an Application for an Award.

**Exhibit:** All Exhibits referenced herein shall be materially similar to the attachments of this MOA.

**FEMA**

**Counties:** The counties of: Fulton, Hickman, Graves, Marshall, Caldwell, Hopkins, Muhlenberg, Ohio, Logan, Warren, Hart, and Taylor.

**Fund:** The Team Western Kentucky Tornado Relief Fund.

**Habitat:** Kentucky Habitat for Humanity, Inc.

**Household:** Any individual or group of individuals who are living together in a principal residence as one economic unit for whom rent/mortgage, residential utilities, and/or groceries are customarily purchased in common.

**Qualified**



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Applicant: An Applicant who otherwise qualifies for assistance from Habitat who resided in one of the FEMA Counties as of December 10, 2021, and was also storm impacted.

Secretary: The Secretary of the Public Protection Cabinet.

Storm: A powerful severe weather system which generated heavy rain, thunderstorms, tornadoes, and strong straight-line winds on December 10 and 11, 2021.

Storm

Impacted: An individual resident or residents of the Commonwealth of Kentucky who suffered financial loss or received physical injury during the storm.

Voucher: A check or other form of funds transfer that shall be made payable to Habitat in order to provide and/or supplement a down payment made or required from a Qualified Applicant.

## Section II – SCOPE OF WORK

### Section II.1. – Services Required

In accordance with Executive Order 2021-923 (as extended by Executive Order 2022-205) and the standards established by the Cabinet (codified as 800 KAR 1:020E), Habitat shall perform the services described as follows:

1. Habitat acknowledges and agrees that no administrative fees or costs shall be paid from funds paid pursuant to this Agreement.
2. Habitat shall, when constructing new homes within the FEMA Counties during the term of this Agreement, determine whether the individual(s) who will ultimately purchase the home could be Qualified Applicants.
3. In determining whether an individual is a Qualified Applicant, Habitat shall consider:
  - a. Whether the individual was impacted by the Storm;
  - b. Whether the individual resided in one of the FEMA Counties on the date of the Storm;
  - c. Whether the home being constructed is in one of the FEMA Counties; and
  - d. Whether the home will be completed and occupied prior to the expiration of this MOA.
4. If Habitat determines that the Criteria in Section II.1.3 have been met, Habitat shall submit to the Cabinet sufficient evidence to verify each of the Criteria has been met.
5. The Cabinet shall independently determine whether the Criteria have been met, and shall notify Habitat of its determination.
6. If the Cabinet determines that the individual is not a Qualified Applicant, no portion of the funds paid pursuant to this Agreement shall be used in the project.
7. If the Cabinet determines that the individual is a Qualified Applicant, then the procedures articulated in Section II.A.8. shall be employed.
8. After receiving confirmation from the Cabinet that the individual receiving Habitat assistance is a Qualified Applicant, the Cabinet shall issue payment to Habitat in the form of a check or wire transfer. Then, Habitat shall, at the closing for the new home, apply up to forty-thousand

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dollars (\$40,000) as a down payment on behalf of the Qualified Applicant from Fund dollars. The amount actually advanced shall be within the sole discretion of the Cabinet.

9. Habitat shall provide summary reports quarterly to the Cabinet, beginning October 1, 2022, as to:
  - a. The progress on Habitat projects in the FEMA Counties;
  - b. How much money has been provided to Qualified Applicants; and
  - c. How much funding remains available to Qualified Applicants.
10. The Cabinet shall earmark the pool of monies to be made available to Qualified Applicants in the amount of four million dollars (\$4,000,000).
11. The Cabinet may amend this MOA in order to provide additional funds, but shall not be required to provide any additional funding, in its sole discretion.
12. Any funds that have not been depleted at the expiration of this MOA (with any applicable extensions agreed upon by the Parties) shall be returned to the Cabinet within ten (10) calendar days.

#### Section II.2. – Goals and Objectives

The Parties agree that the following are the Goals and Objectives to which Habitat and the Commonwealth shall adhere for the term of the MOA:

1. The Parties desire to provide Awards to those severely impacted by the Storm.
2. The Parties agree that only Qualified Applicants should benefit from the funds contemplated by this Agreement.
3. The Parties agree that no payment should be made on behalf of any individual unless both Parties have determined the individual is a Qualified Applicant.
4. The Parties agree that data shall be accurately maintained and timely transmitted as required by this MOA. The Parties shall take all commercially reasonable steps to protect the data of Applicants at all times.

#### Section II.3. – Reporting Requirements and Audit Rights

The Parties hereby agree as follows with respect to reporting and auditing:

1. Habitat agrees to submit the reports in a timely manner as required in Section II.1.9. Reports shall be submitted to:

Public Protection Cabinet  
 Office of the Secretary  
 Attn: Angie Wallingford  
 500 Mero Street, 218NC  
 Frankfort, Kentucky 40601  
 Email: Angie.Wallingford@ky.gov

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2. The Parties agree that records maintained by Habitat shall be subject to Audit by the Commonwealth of Kentucky and/or the Cabinet. The Cabinet agrees to provide notice of the intent to audit and the scope of such audit at least thirty (30) calendar days prior to the initiation of the audit and shall perform such audits during Habitat's normal operating hours. The Cabinet agrees to assist Habitat with audits ordered by other governmental units, including but not limited to, the Auditor of Public Accounts.
3. Habitat is advised that all records generated as a part of the discharge of its duties under this MOA may be subject to the Kentucky Open Records Act, KRS 61.870, et. seq.

Section II.4. – Subcontractors

The Parties agree that Habitat shall not subcontract any of its rights or obligations under this MOA without the express, written consent of the Cabinet.

Section II.5. – No Administrative Fee

The Parties hereby agree that no administrative fee shall be paid for the services contemplated herein. All funds within Fund, as required by Executive Order 2021-923 and 800 KAR 1:020E, shall be used to provide assistance to Storm-impacted Kentuckians.

Section II.6. – Further Rights and Responsibilities of the Cabinet

The Parties hereby agree that the Cabinet may:

1. Audit the records generated in connection with this MOA.
2. Review, upon request, determinations of eligibility and supporting documentation for individuals.

Section II.7. – Amendment

The Parties agree that amendments to this MOA shall only be by written amendments signed by authorized representatives of both Parties.

Section II.8. – Termination

Both Parties shall have the right to terminate and cancel this MOA at any time not to exceed thirty (30) days' written notice served on the other party's point of contact for the MOA; provided, however, that the Cabinet shall be obligated to fund any Awards made prior to the transmission of the notice of cancellation.

Section III – NO CREATION OF INDIVIDUAL RIGHTS

This MOA is not intended to create and does not create any individual right, privilege, property interest or benefit, whether substantive or procedural, enforceable at law or in equity by any party against the Commonwealth or the Cabinet, its agents, departments, political divisions, or other entities, or any officers, employees, or agents thereof, or any other persons.

Section IV – TERMS AND CONDITIONS

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1. The Parties agree that this is the entire agreement between the Parties, and supersedes any prior agreements, oral or written, with respect to the subject matter of this agreement, and there have been no inducements, verbal or written, for the Parties to execute this MOA.
2. This MOA may be executed in counterparts, which shall collectively constitute the entire agreement.
3. This MOA has been negotiated and prepared by the Parties and their respective counsel, and should any provision of this MOA require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that the MOA is to be construed against the drafter.
4. This MOA shall be valid on the date of the last party's execution of the MOA.
5. All amendments to this MOA shall be in writing and signed by authorized representatives of the Parties. No oral amendment shall be permitted.
6. No waiver of performance of any of the terms of this MOA by the Commonwealth or the Cabinet shall be construed or be held to be a waiver of any succeeding or preceding breach of the same or any other term of this MOA. Any waiver of any term, covenant, or condition of this MOA or a breach thereof must be expressly made in a signed writing, and no express waiver shall affect a default other than as specified in such waiver.
7. In case any one or more of the provisions contained in this MOA shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this MOA shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. This MOA shall be construed in accordance with the laws of the Commonwealth of Kentucky. The venue for any disputes arising under this MOA shall be the Franklin Circuit Court.
9. Each party shall bear its own attorneys' fees and costs that may result from any dispute arising out of this MOA.
10. No press release, public announcement, statement to media, or social media activity made by Habitat shall reference this MOA or the project contemplated herein with the express, written consent of the Cabinet.

**Pricing:**

Forty-thousand dollars (\$40,000) will be paid to Habitat at closing for each new home as a down payment on behalf of a qualified applicant from the fund. Total expenditure from this contract will not exceed four million dollars \$4,000,000.

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**MOA/PSC Exception Standard Terms and Conditions  
Revised July 2021**

**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 contract:

**1.00 Effective Date:**

This contract is 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 Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 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 LRC Policies:**

**This section does not apply to governmental or quasi-governmental entities.**

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>) and would impact any contract established under KRS 45A.690 et seq., where applicable.

**3.00 Choice of Law and Forum:**

**This section does not apply to governmental or quasi-governmental entities.**

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

**4.00 EEO Requirements**

**This section does not apply to governmental or quasi-governmental entities.**

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.

**5.00 Cancellation:**

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 by registered or certified mail.

**6.00 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 due to lack of available funding.

**7.00 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

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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.

**8.00 Authorized to do Business in Kentucky:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded.

The Contractor shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this contract. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

**Registration with the Secretary of State by a Foreign Entity:**

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030 unless the person produces the certificate within fourteen (14) days of the bid or proposal opening. Therefore, foreign entities should submit a copy of their certificate with their solicitation response. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception in its solicitation response. Foreign entity is defined within KRS 14A.1-070.

**For all foreign entities required to obtain a certificate of authority to transact business in the Commonwealth, if a copy of the certificate is not received by the contracting agency within the time frame identified above, the foreign entity's solicitation response shall be deemed non-responsive or the awarded contract shall be cancelled.**

Businesses can register with the Secretary of State at <https://onestop.ky.gov/Pages/default.aspx>

**9.00 Invoices for fees:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall maintain supporting documents to substantiate invoices and shall furnish same if required by state government.

**10.00 Travel expenses, if authorized:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall be paid for no travel expenses unless and except as specifically authorized by the specifications of this contract or authorized in advance and in writing by the Commonwealth. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

**11.00 Other expenses, if authorized herein:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor shall be reimbursed for no other expenses of any kind, unless and except as specifically authorized within the specifications of this contract or authorized in advance and in writing by the Commonwealth.

If the reimbursement of such expenses is authorized, the reimbursement shall be only on an out-of-pocket basis. Request for payment of same shall be processed upon receipt from the Contractor of valid, itemized statements submitted periodically for payment at the time any fees are due. The Contractor shall maintain supporting documents that substantiate every claim for expenses and shall furnish same if requested by the Commonwealth.

**12.00 Purchasing and specifications:**

**This section does not apply to governmental or quasi-governmental entities.**

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The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she 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 the following paragraph that pertains to conflict-of interest laws and principles, "he/she" 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/she" is construed to mean any person with an interest therein.

**13.00 Conflict-of-interest laws and principles:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that he/she is legally entitled to enter into this contract with the Commonwealth of Kentucky, and by holding and performing this contract, he/she will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), or KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

**14.00 Campaign finance:**

**This section does not apply to governmental or quasi-governmental entities.**

The Contractor certifies that neither he/she nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of this contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, that neither he/she nor the company which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth, and that the award of a contract to him/her or the company which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

**15.00 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).

**16.00 Social security: (check one)**

**This section does not apply to governmental or quasi-governmental entities.**

\_\_\_\_\_ The parties are cognizant that the state is not liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

\_\_\_\_\_ The parties are cognizant that the state is liable for social security contributions, pursuant to 42 U.S. Code, section 418, relative to the compensation of the second party for this contract.

**17.00 Violation of tax and employment laws:**

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract 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 contract shall report any such final determination(s) of violation(s) to the Commonwealth by

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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 contract 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 contract, shall be grounds for the Commonwealth's cancellation of the contract 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.

**18.00 Discrimination:**

This section applies only to contracts 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 contract, 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, 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/her 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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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 that may be imposed and remedies invoked as provided in or as otherwise provided by law.

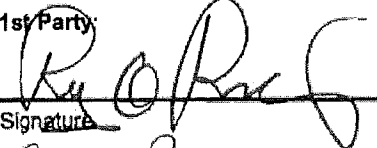
The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action 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**

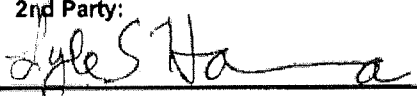
This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic 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:**

  
 \_\_\_\_\_  
 Signature  
 Ray Perry  
 \_\_\_\_\_  
 Printed Name

Secretary  
 \_\_\_\_\_  
 Title  
 4/16/2022  
 \_\_\_\_\_  
 Date

**2nd Party:**

  
 \_\_\_\_\_  
 Signature  
 Lyle S. HANNA  
 \_\_\_\_\_  
 Printed Name


Chair, HFH KY Board  
 \_\_\_\_\_  
 Title  
 5/27/22  
 \_\_\_\_\_  
 Date

**Other Party:**

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

\_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Date

**Approved as to form and legality:**

  
 \_\_\_\_\_  
 Attorney

**[vendor]  
Funding Application**

**HOMEOWNER INFORMATION**

Name \_\_\_\_\_

Previous Home Address \_\_\_\_\_  
Street City County

New Home Address \_\_\_\_\_  
Street City County

# Of Persons Living in Home \_\_\_\_\_ Ages \_\_\_\_\_

How was the applicant negatively impacted by the severe storms of 12/10/2021 – 12/11/2021?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Type of New Home Construction \_\_\_\_\_

Start Date of New Construction (*or anticipated start date*) \_\_\_\_\_

Anticipated Date Home Will Be Occupied By Homeowner \_\_\_\_\_

Have (*or will*) materials, goods, and/or services costing at least one hundred thousand dollars (\$100,000) be expended in the construction of this dwelling?

\_\_\_\_\_  
\_\_\_\_\_

**TEAM WESTERN KENTUCKY TORNADO RELIEF FUND**  
**LONG TERM RECOVERY GROUP FUNDING APPLICATION**

*Instructions: Applications are evaluated anonymously. Please assign a unique tracking ID to this application and provide the required information below. Please attach any relevant documentation (with names redacted). If notice of approval is sent, please then submit Form 2. Submit this form to Lisa.brown@ky.gov.*

TRACKING ID: \_\_\_\_\_

FUNDING REQUESTED: \$ \_\_\_\_\_ (may not exceed \$3,500 per household)

**ELIGIBILITY**

1. Applicant’s County of Residence on 12/10/2021 (circle one): Caldwell Christian Fulton  
Graves Hickman Hopkins Marshall Muhlenberg Ohio Taylor Warren

2. Applicant’s Current County of Residence (circle one): Caldwell Christian Fulton  
Graves Hickman Hopkins Marshall Muhlenberg Ohio Taylor Warren

3. Applicant’s impact from the severe weather event of December 10-11, 2021 (check all that apply)?

- Property damage – residence
- Property damage – automobile
- Injury to self
- Injury/death of family member
- Other (specify): \_\_\_\_\_

**NEEDS**

1. What is the unmet need for which funding is sought (check one)?

- Home repair/replacement
- Mold/mildew remediation
- Inspection/permit fees
- Essential home furniture/appliances
- Vehicle repair/replacement (limit one per household)
- Terrain repair

2. From what other sources is funding being provided for this unmet need (please list): \_\_\_\_\_

\_\_\_\_\_

3. Please describe efforts to exhaust other funding sources prior to applying: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CERTIFICATION**

By submitting this form, I certify that:

- The LTRG believes, following a reasonable investigation, that this applicant meets the eligibility criteria of the Team Western Kentucky Tornado Relief Fund.
- The LTRG has undertaken reasonable efforts to exhaust funds available from other sources.
- The payment of an award does not duplicate benefits already received from other sources.
- The LTRG has conveyed the information conveyed by the applicant fairly and completely.

\_\_\_\_\_  
Name: \_\_\_\_\_

\_\_\_\_\_ County LTRG

Limitation of Liability

The Commonwealth of Kentucky hereby releases and holds harmless the \_\_\_\_\_ County LTRG, and its employees, agents, and volunteers from any liability or claims of negligence related to the completion of this application. This release, however, shall not apply to instances where the employee, agent, or volunteer has engaged in fraudulent acts.

**TEAM WESTERN KENTUCKY TORNADO RELIEF FUND**  
**LONG TERM RECOVERY GROUP PRE-FUNDING APPLICATION**

*Instructions: Applications are evaluated anonymously. Please assign a unique tracking ID to this application and provide the required information below. Please attach any relevant documentation (with names redacted). If notice of pre-approval is sent, please then submit Form 2. Submit this form to [Lisa.Brown@ky.gov](mailto:Lisa.Brown@ky.gov) and [DJ.Wasson@ky.gov](mailto:DJ.Wasson@ky.gov)*

TRACKING ID: \_\_\_\_\_

**ELIGIBILITY**

1. Applicant's County of Residence on 12/10/2021 (circle one): Caldwell Christian Fulton

Graves Hickman Hopkins Marshall Muhlenberg Ohio Taylor Warren

2. Applicant's Current County of Residence (circle one): Caldwell Christian Fulton

Graves Hickman Hopkins Marshall Muhlenberg Ohio Taylor Warren

3. Applicant's impact from the severe weather event of December 10-11, 2021 (check all that apply)?

Property damage – residence  Property damage – automobile

Injury to self  Injury/death of family member

Other (specify): \_\_\_\_\_

**NEEDS**

1. What is the unmet need for which funding is sought (check one)?

Home repair/replacement  Mold/mildew remediation  Inspection/permit fees

Essential home furniture/appliances  Vehicle repair/replacement (limit one per household)

Terrain repair

2. Please describe efforts of the applicant to meet the above need through personal means, insurance, or existing assistance programs: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**FUNDING REQUESTED:**

1. Total amount of applicant's loss: \_\_\_\_\_
2. Amount of funding to be applied from other sources: \_\_\_\_\_
3. Estimated maximum amount to be requested from Team Western Kentucky Tornado Relief Fund: \_\_\_\_\_

**CERTIFICATION**

By submitting this form, I certify that:

- The LTRG believes, following a reasonable investigation, that this applicant meets the eligibility criteria of the Team Western Kentucky Tornado Relief Fund.
- The LTRG has conveyed the information conveyed by the applicant fairly and completely.
- The LTRG understands that the maximum funding that could be awarded for this applicant is \$3,500 subject to overall limits of funding allocated to the LTRG from the Team Western Kentucky Tornado Relief Fund.

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_ County LTRG

Limitation of Liability

The Commonwealth of Kentucky hereby releases and holds harmless the \_\_\_\_\_ County LTRG, and its employees, agents, and volunteers from any liability or claims of negligence related to the completion of this application. This release, however, shall not apply to instances where the employee, agent, or volunteer has engaged in fraudulent acts.

**TEAM WESTERN KENTUCKY TORNADO RELIEF FUND**  
**LONG TERM RECOVERY GROUP PAYMENT PROCESSING**

*Instructions: Submit this form if you have received notice that an application has been approved. Submit this form to [Lisa.Brown@ky.gov](mailto:Lisa.Brown@ky.gov) and [DJ.Wasson@ky.gov](mailto:DJ.Wasson@ky.gov).*

TRACKING ID: \_\_\_\_\_

Approved funding: \$\_\_\_\_\_ (may not exceed \$3,500)

Date approval received: \_\_\_\_\_

**APPLICANT DATA**

Name: \_\_\_\_\_

Current Mailing Address: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

County:

- |  |   |                                       |
|--|---|---------------------------------------|
| <input type="checkbox"/> 018 - Caldwell  | <input type="checkbox"/> 053 - Hickman    | <input type="checkbox"/> 092 - Ohio   |
| <input type="checkbox"/> 024 - Christian | <input type="checkbox"/> 054 - Hopkins    | <input type="checkbox"/> 109 - Taylor |
| <input type="checkbox"/> 038 - Fulton    | <input type="checkbox"/> 079 - Marshall   | <input type="checkbox"/> 114 - Warren |
| <input type="checkbox"/> 042 - Graves    | <input type="checkbox"/> 089 - Muhlenberg |                                       |

**PROJECT INFORMATION**

What is the unmet need for which funding is sought (check one)?

- Home repair/replacement       Mold/mildew remediation       Inspection/permit fees  
 Essential home furniture/appliances       Vehicle repair/replacement (limit one per household)

**VENDOR INFORMATION**

Vendor Name: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_



**LEGAL NOTICE**

The applicant acknowledges and understands that awards from the Team Western Kentucky Tornado Relief Fund, pursuant to 800 KAR 1:020E, are made purely as a matter of grace. The applicant explicitly agrees that no appeal shall exist concerning determinations regarding eligibility for funding or the amount of funding provided. Further, the applicant releases any and all parties involved in both claim review and the allocation of disaster relief funds from any legal or financial claims or liability. By signing this release and accepting funds, the applicant and his/her heirs and/or assigns agree to indemnify and hold all such parties harmless, including without limitation, the Commonwealth of Kentucky, the Public Protection Cabinet, the \_\_\_\_\_ County Long Term Recovery Group, and/or any individual employee or volunteer of those organizations.

\_\_\_\_\_

Name (printed): \_\_\_\_\_

Date: \_\_\_\_\_

**TEAM WESTERN KENTUCKY TORNADO RELIEF FUND**  
**LONG TERM RECOVERY GROUP PAYMENT PROCESSING**

*Instructions: Submit this form if you have received notice that an application has been approved. Submit this form to [Lisa.Brown@ky.gov](mailto:Lisa.Brown@ky.gov) and [DJ.Wasson@ky.gov](mailto:DJ.Wasson@ky.gov)*

TRACKING ID: \_\_\_\_\_

Funding Requested: \$\_\_\_\_\_ (may not exceed \$3,500)

Date pre-approval received: \_\_\_\_\_

**APPLICANT DATA**

Name: \_\_\_\_\_

Current Mailing Address: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

**PROJECT INFORMATION**

1. What is the unmet need for which funding is sought (check one)?

- Home repair/replacement       Mold/mildew remediation       Inspection/permit fees  
 Essential home furniture/appliances     Vehicle repair/replacement (limit one per household)  
 Terrain repair

2. From what other sources is funding being provided for this unmet need (please list): \_\_\_\_\_

\_\_\_\_\_

3. Please describe efforts to exhaust other funding sources prior to applying: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**VENDOR INFORMATION**

Vendor Name: \_\_\_\_\_

Vendor Address: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

**CERTIFICATION**

- The LTRG has undertaken reasonable efforts to exhaust funds available from other sources.
- The payment of an award does not duplicate benefits already received from other sources.

\_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_ County LTRG

**LEGAL NOTICE**

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\_\_\_\_\_

Name (printed): \_\_\_\_\_

Date: \_\_\_\_\_