

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2022-130**

A RESOLUTION AWARDING A BID FOR ALL HAZARDS POSITION SPECIFIC COURSES

WHEREAS, the Madison County Fiscal Court is required to approve of all bids for projects in accordance with the Administrative Code; and

WHEREAS, Madison County Emergency Management Agency (EMA)/CSEPP requested bids for All Hazards Position Specific Courses to encompass disaster management to contribute to the knowledge and skills for emergency personnel and responder training; and

WHEREAS, Madison County EMA/CSEPP has the funding for the All Hazards Position Specific Courses; and

WHEREAS, the bid notice was properly posted, and Madison County EMA/CSEPP received one bid; and

WHEREAS, the Madison County EMA/CSEPP team has reviewed said bid and wishes to award the bid and enter into a contract for the All Hazards Position Specific Courses to Chloeta as follows:

	CLIN 1	CLIN 2	CLIN 3	CLIN 4
	FIN Course	LOFR Course	PSC Course	DIVS Course
Labor	\$ 7,828.00	\$ 6,262.40	\$ 9,393.60	\$ 7,828.00
Travel	\$ 4,100.24	\$ 3,462.00	\$ 4,738.49	\$ 4,040.73
ODCs	\$ 1,487.75	\$ 1,487.75	\$ 1,487.75	\$ 1,487.75
Total	\$ 13,415.99	\$ 11,212.15	\$ 15,619.84	\$ 13,356.48

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE THIS RESOLUTION AND AUTHORIZES THE JUDGE EXECUTIVE AND/OR HIS DESIGNEE TO EXECUTE SAME ON BEHALF OF THE COUNTY.

Motion made by Bathin, seconded by Barger.

Vote:	Yes	No
Judge Executive Reagan Taylor	☒	☐
Magistrate Ben Robinson III	☒	☐
Magistrate John Tudor	☒	☐
Magistrate Roger Barger	☒	☐
Magistrate Tom Botkin	☒	☐

Signed:

RT
Reagan Taylor
Madison County Judge Executive

11-22-2022
Date

Attested:

Kenny Barger
Kenny Barger
Madison County Clerk

11-22-2022
Date



MASTER SERVICES AGREEMENT

This MASTER SERVICE AGREEMENT, together with all of its exhibits and attachments (hereinafter, this “**Agreement**”) is made, entered into and effective as of the 18 day of January, 2023 (the “**Effective Date**”) by and between “**Chloeta**” and “**County**”, as set forth below:

“**County**”: MADISON COUNTY, KENTUCKY, EMERGENCY MANAGEMENT AGENCY, for and on behalf in this regard, of any or all of its wholly owned subsidiaries and affiliates.

“**Chloeta**”: CHLOETA FIRE, LLC, an Oklahoma limited liability Chloeta, for and on behalf in this regard, of any or all of its wholly owned subsidiaries and affiliates.

County and Chloeta are sometimes referred to herein individually as a “**Party**” and sometimes referred to herein collectively as the “**Parties**”. County desires to obtain the services of Chloeta described herein, and Chloeta desires to provide such services to County, all on the terms, conditions, and provisions set forth herein

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt, adequacy, and legal sufficiency of which are hereby acknowledged, the Parties mutually agree as follows:

1. **Non-Exclusive Agreement.** It is contemplated that from time to time during the term of this Agreement, County may request that Chloeta render the Services (defined below). In the event that Chloeta agrees to undertake the performance of the Services, then Chloeta and County shall confirm acceptance of such request in writing, and the provisions of this Agreement shall govern and be fully applicable to the performance of the Services, and the relationship of the Parties relating to or arising out of the performance of the Services shall be controlled and regulated hereby. It is further expressly agreed that nothing contained in this Agreement shall serve to obligate County to use or engage Chloeta for the Services, nor does it obligate Chloeta to accept any request from County to perform the Services.

2. **Duties of Chloeta**

(a) **Services.** Chloeta will provide to County those products, labor, work, and services (collectively, the “**Services**”) specifically listed in the written statement of work (hereinafter “**SOW**”) attached hereto as **Exhibit “A”**. In addition, Chloeta will maintain, as applicable, all of its personnel and payroll records, benefits, payroll, withholding and transmittal payroll taxes, make unemployment contributions, and handle unemployment and workers’ compensation claims with respect to compensation that Chloeta has agreed to pay its employees.

(b) **SOWs.** Each SOW shall include, among other things, the term of the SOW, a detailed description of the Services to be performed, rates for compensation for the Services, any reports to be furnished by Chloeta, and performance standards. Each SOW executed hereunder shall be deemed to be a separate and independent agreement between the Parties which incorporates by reference each of the terms and conditions in this Agreement and shall contain such additional terms, conditions, and provisions as Chloeta and County mutually agree upon. In the event of a conflict between the language of this Agreement and any work order, the language of this Agreement shall govern except only to the extent that specific language of a work order expressly states that it supersedes particular language of this Agreement. Chloeta will submit proposed SOWs to County. County shall indicate its acceptance of a proposed work order by signing and returning a copy to Chloeta within ten (10) days of receipt of the proposed SOW. Chloeta shall not perform any Services for County until a signed SOW is received. County may request



changes in the Services set forth in a SOW. The changes shall be binding only if expressly agreed to in a writing signed by both Parties.

(c) **Performance.** Chloeta warrants that the Services contemplated by this Agreement shall be performed or rendered by Chloeta safely and with due diligence, in a good and workmanlike manner, using skilled, competent, and experienced workers, in accordance with good industry practices and in accordance with any specifications or instructions of County. Chloeta further agrees to keep and maintain County's property, both real and personal, in good and clean condition at all times during its performance of the Services.

(d) **Provision of Equipment, Supplies and Training.** Except as set forth in an applicable SOW, Chloeta shall provide its employees and agents with all equipment, facilities, technology, and supplies reasonably necessary for Chloeta's employees or agents to perform the Services as described in the applicable SOW. Chloeta shall train its employees or agents with regard to all Chloeta policies and procedures that will enable them to successfully perform their specific job duties. Additionally, Chloeta will supply and train its employees or agents with regard to County's policies and procedures as they apply to the Services being performed on County's property.

3. **Duties of County.** County will provide to Chloeta, with Chloeta's assistance as needed, an accurate description in the SOW of the material aspects and requirements of the Services. Such description will be provided to Chloeta prior to commencing the Services. Chloeta will not make material changes to any such matters without County's prior written approval. County will also promptly provide all information and take such other actions, including reasonable access to County's premises, as are reasonably necessary to assist or enable Chloeta to perform the Services. In performing its obligations under this Agreement, County agrees and understands that "time is of the essence" and that County's performance of its obligations is necessary to enable Chloeta to perform under this Agreement. County agrees that if County does not perform its obligations under this Agreement and such non-performance affects Chloeta's ability to perform, Chloeta shall not be considered in default under this Agreement to the extent so affected, and County shall remain fully obligated to pay Chloeta as provided in this Agreement regardless of any failure to perform any services so affected.

4. **Mutual Duties**

(a) **Cooperation.** The Parties agree to cooperate fully with each other in the investigation and resolution of any formal or informal complaints, allegations, claims, accidents, injuries, actions, or proceedings which may be brought by or involve either of the Parties or otherwise relate to the Services. The Parties agree to immediately notify each other of any such event occurring while the Services are being performed.

(b) **Confidentiality.** Each Party will at all times, during the term of this Agreement and for a period of one (1) year thereafter, keep in confidence all of the other Party's Confidential Information (as defined herein), and will not use such Confidential Information without the other Party's prior written consent. Neither Party will disclose the other Party's Confidential Information to any person except to whom it is necessary to disclose the Confidential Information for purposes permitted under this Agreement and who have agreed to receive it under terms at least as restrictive as those specified in this Agreement. Each Party will take reasonable measures to maintain the confidentiality of the other Party's Confidential Information, but never less than the standard of care that an ordinarily prudent business would exercise to maintain the secrecy of its own confidential information. Each Party will immediately give notice to the other Party of any unauthorized use or disclosure of the other Party's Confidential Information of which it becomes aware. Each Party will return (or, if requested, destroy) the Confidential Information of the other upon termination of this Agreement or at the termination of the work under a given SOW, or



upon request. For purposes of this Agreement, "Confidential Information" means any and all technical and non-technical information, including, but not limited to, trade secrets, marketing or business plans or financial, contractual or personnel matters relating to either Party or its present or future products, sales, suppliers, customers, employees, investors or affiliates and disclosed or otherwise supplied in confidence by either Party to the other Party. Confidential Information will not include information to the extent that: (i) such information is or becomes publicly available other than through any act or omission of either Party in breach of this Agreement; (ii) such information was received by the receiving Party, other than under an obligation of confidentiality, from a third Party who had no obligation of confidentiality to the other Party; (iii) such information was in the possession of the receiving Party at the time of the disclosure or was independently developed by the receiving Party; or (iv) any applicable regulation, court order or other legal process requires the disclosure of such information, provided that prior to such disclosure the disclosing Party will give notice to the other Party so that the other Party may take reasonable steps to oppose or limit such disclosure, and that the disclosing Party does not disclose any more information than necessary to comply with such legal process.

5. Payment

(a) Payment. County agrees to pay Chloeta for the Services hereunder at the rates or on the basis set forth on each SOW and also agrees to pay any additional costs or fees as set forth in this Agreement. Except as otherwise set forth in the applicable SOW, Chloeta will invoice County ten (10) days prior to a course taking place pursuant to the SOW and County's directives, at the address set forth herein or provided in the applicable SOW. Payment from County will be due within forty-five (45) days of completion of the course for which the invoice has been submitted. County will pay interest to Chloeta for any balance unpaid after sixty (90) days at a rate of one and one-half percent (1.5%) per month on the outstanding balance due or at the highest rate of interest allowed by law, whichever is less. In the event of a dispute, County shall notify Chloeta in writing within ten (10) days of receipt of Chloeta's invoice. The Parties agree to cooperate in order to resolve any disputed invoice. If the Parties are unable to resolve the dispute within ten (10) days of County's notice of dispute, the issue shall be escalated to senior executives of both Parties who shall cooperate, in good faith, to attempt to resolve the dispute. Notwithstanding the foregoing, no payment of any amount, disputed or undisputed, shall operate as a waiver of any of County's rights, including the right to later contest such payment and obtain reimbursement.

(b) Reimbursement for Expenses. In the event that Chloeta is required to incur business expenses for the Services, such expenses will be presented to County, and upon County's approval, Chloeta will be reimbursed by County in an amount equal to the pre-approved expenses incurred.

(c) Taxes. In connection with the Services or the performance of this Agreement, Chloeta agrees to pay: (1) all taxes, licenses and fees levied or assessed on Chloeta or the provision of the Services by any governmental agency, including, without limitation, any sales, use, excise or other taxes thereon or in connection therewith, (2) unemployment compensation insurance, (3) old age benefits, (4) social security, and (5) any other taxes upon the compensation of Chloeta, its agents, employees and representatives (with (1) through (5) collectively referred to as the "Taxes"). Chloeta shall pay, report and remit all Taxes in accordance with applicable laws and regulations. Chloeta agrees to reimburse County on demand for all such Taxes (and all interest and penalties with respect thereto) that County may be required or deem it necessary to pay on account of Chloeta. Chloeta agrees to furnish County with the information required to enable it to make the necessary reports and to pay such Taxes or charges.



6. **Term and Termination**

(a) **Term.** This Agreement will begin on the Effective Date and will continue in force until it is terminated pursuant to this Section 6. Notwithstanding anything to the contrary in this Section 6, this Agreement shall continue in effect during the existence of any SOWs.

(b) **Termination for Convenience.** Either Party may terminate this Agreement for any reason upon thirty (30) days' prior written notice to the other Party.

(c) **Termination for Cause.** Notwithstanding any other provision of this Agreement, either Party may terminate this Agreement immediately upon written notice in the event the other Party declares or becomes bankrupt or insolvent, dissolves or discontinues operations, fails to make any payments within the time periods specified in this Agreement, or breaches any provision in this Agreement and fails to cure such event within fifteen (15) days of receipt of such notice.

(d) **Effect of Termination.** Upon termination of this Agreement, Chloeta will promptly provide an invoice to County for the outstanding balance due to Chloeta for the Services provided by Chloeta under this Agreement. County will pay all amounts set forth on the invoice within forty-five (45) days of receipt.

7. **Indemnification**

(a) County assumes full responsibility for and agrees to release, protect, defend, indemnify and hold harmless Chloeta, its directors, officers, managers, employees and agents (collectively, the "Chloeta Indemnitees") from and against every demand, claim, suit, cause of action, judgment, loss, liability, indemnity obligation, expense, interest, legal fee, fine, penalty, assessment, lien and damage (whether in law or in equity and whether general, special, penal or statutory) (collectively, "Losses") of every kind and character which directly or indirectly results from, or arises in connection with, (i) any failure on the part of County to comply with its obligations under this Agreement and any particular SOW hereunder, or (ii) any negligent act or omission of County, its agents, or employees, pertaining to its obligations under this Agreement and any particular SOW hereunder; provided, however, County's responsibility for, and agreement to, release, protect, defend, indemnify and hold harmless the Chloeta Indemnitees shall not extend to Losses resulting from the willful misconduct or gross negligence of a Chloeta Indemnitee.

(b) County assumes full responsibility for and agrees to release, waive, protect, defend, indemnify and hold harmless the Chloeta Indemnitees from and against Losses of every kind and character arising out of injury, illness, disability, or death of any employee or independent contractor of Chloeta and any loss, destruction or damage to Chloeta's property arising out of, in connection with, incident to or resulting directly or indirectly from (i) any known or unknown defects or pre-existing conditions on any premises owned, leased, or controlled by County, or (ii) any negligent act or omission of County, its agents, or employees, pertaining to its obligations under this Agreement and any particular SOW hereunder; provided, however, County's responsibility for, and agreement to, release, protect, defend, indemnify and hold harmless the Chloeta Indemnitees shall not extend to Losses resulting from the willful misconduct or gross negligence of a Chloeta Indemnitee.

(c) Chloeta will indemnify and hold County harmless from any and all Losses caused by, resulting from, or alleging (i) gross negligence or willful misconduct of Chloeta or any employee or contractor of Chloeta, or (ii) any failure on the part of Chloeta to comply with its obligations under this Agreement and any particular SOW hereunder.



(d) The Parties agree that this Section 7 is the complete agreement between them with respect to any possible indemnification claim, and waive their right to assert any common law indemnification or contribution claim against the other. The Parties each agree to promptly inform the other after its receipt of any claim, demand, or notice for which indemnification hereunder may be sought, and to cooperate in the investigation and defense of any such claim, demand, or notice; provided, however, that the indemnitee shall have the right to approve the indemnitor's selection of counsel, such approval not to be unreasonably withheld. Additionally, the indemnification obligations of this Agreement are intended to comply with applicable laws. To the extent the indemnification provisions in this Agreement are found to violate any applicable law, or in the event any applicable law is enacted or amended so as to cause these provisions to be in violation therewith, this Agreement shall automatically be amended to provide that the indemnification provided hereunder shall extend only to the maximum extent permitted by the applicable law, but not so as to exceed the express provisions in this Agreement.

8. **Limitation of Liability; Disclaimer of Warranties.** UNLESS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE). IN THE EVENT CHLOETA IS HELD LIABLE FOR ITS ACTIONS UNDER THIS AGREEMENT, THEN THE AGGREGATE AMOUNT OF ALL SUCH DAMAGES THAT ARISE OUT OF, OR RELATE TO, ANY AND ALL EVENTS AND OCCURRENCES SHALL NOT UNDER ANY CIRCUMSTANCE EXCEED THE GREATER OF (I) AN AMOUNT EQUAL TO THE LIMITS OF A COVERED INSURANCE CLAIM MADE BY CHLOETA TO ITS INSURANCE PROVIDER PURSUANT TO THE INSURANCE REQUIREMENTS CONTAINED IN SECTION 10(M), OR (II) THE AGGREGATE AMOUNT OF FEES PAID TO CHLOETA FOR THE TWELVE (12) MONTH PERIOD PRIOR TO THE DATE OF SUCH CLAIM.

CHLOETA EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY AND SUITABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

9. **Independent Contractor.** In the performance of the Services, Chloeta shall be deemed to be an independent contractor. County shall designate the Services it desires to be performed and the ultimate results to be obtained but shall leave to Chloeta the methods and details of performance, County being interested only in the results obtained, and having no control over the manner and method of performance. It is the understanding and intention of the Parties that no relationship of master and servant, joint venture partner, agency or otherwise shall exist between County and Chloeta. Notwithstanding the foregoing: (a) County shall not be precluded from asserting any borrowed employer or statutory employer defense, exclusive remedy defense available to a premises owner, or other defenses that may exist, and (b) all Services shall meet the approval of County and shall be subject to the general right of inspection. Chloeta's employees are not entitled to participate in any of County's benefit plans or programs. County will not offer or promise any Chloeta employee compensation or benefits under any County-provided plan or program and will exclude Chloeta's employees from any County-provided plan or program.



10. **Miscellaneous**

(a) **Compliance with Law.** The Parties shall comply with all applicable federal, state, and local laws and regulations governing the Services, this Agreement, and their businesses generally.

(b) **Survival of Certain Provisions.** Except as expressly set forth herein, those provisions of this Agreement which by their terms extend beyond the termination or non-renewal of this Agreement will remain in full force and effect and survive such termination or non-renewal.

(c) **Severability.** In the event that any sections, paragraphs, sentences, clauses or phrases of this Agreement shall be found invalid, void and/or unenforceable, for any reason, neither this Agreement generally nor the remainder of this Agreement shall thereby be rendered invalid, void and/or unenforceable, but instead each such provision and (if necessary) other provisions hereof, shall be reformed by a court of competent jurisdiction so as to effect, insofar as is practicable, the intention of the parties as set forth in this Agreement, and this Agreement shall then be enforced as so reformed. Notwithstanding the preceding sentence, if such court is unable or unwilling to effect such reformation, the remainder of this Agreement shall be construed and given effect as if such invalid, void and/or unenforceable provisions had not been a part hereof.

(d) **Entire Agreement and Amendment.** This Agreement and the exhibits attached hereto contain the entire understanding between the Parties hereto and supersede all prior agreements and understandings relating to the subject matter hereof. In the event of any conflict between the provisions hereof and any prior or subsequent oral or written work order, statement of work, purchase order, material requisition, invoice, or other agreement between the Parties, the provisions of the Agreement shall control, unless expressly modified by a subsequent written document specifying the particular areas to be revised and signed by each Party's duly authorized representative. No provision of this Agreement may be amended or waived unless such amendment or waiver is agreed to in writing signed by both Parties.

(e) **Interpretation.** The headings of the sections of this Agreement are inserted solely for the convenience of reference. The headings will in no way define, limit, extend or aid in the construction of the scope, extent or intent of this Agreement. The rule of construction that ambiguities in an agreement are to be construed against the drafter will not be invoked or applied in any dispute regarding the meaning or interpretation of any provision of this Agreement.

(f) **Waiver.** The failure of a Party to enforce the provisions of this Agreement will not be construed as a waiver of any provision or the right of such party thereafter to enforce any provision of this Agreement.

(g) **Assignment.** Neither Party may, directly or indirectly, in whole or in part, neither by operation of law or otherwise, assign or transfer this Agreement or delegate any of its obligations under this Agreement without the other party's prior written consent. Notwithstanding the foregoing, County may assign this Agreement to a subsidiary or to an affiliated entity under common control (common control meaning County has the ability to vote and control the actions of such subsidiary or affiliate). This Agreement will be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

(h) **Counterparts.** This Agreement may be signed in one or more counterparts including via facsimile or email, or by electronic signature in accordance with Oklahoma law, all of which shall be considered one and the same agreement, binding on all parties hereto, notwithstanding that both Parties are not signatories to the same counterpart. A signed facsimile or photocopy of this Agreement shall be binding on the parties to this Agreement.



(i) **Notices.** Any notice or communication required or permitted to be given under this Agreement shall be served personally, sent by United States certified mail or sent by email to the following address:

If to County: MADISON COUNTY FISCAL COURT
135 W Irvine St, 3rd Floor
Richmond, KY 40475
Madison County AHPS Courses
Attn: Taylor Hoffman
Email: taylor.hoffman@madisoncountky.us

If to Chloeta: CHLOETA FIRE, LLC
Attn: Rechawnda Love, Contracts Administrator
701 Cedar Lake Blvd, Suite 320
Oklahoma City, OK 73114
Email: rechawnda.love@chloeta.com

Any change to the notice address listed above must be given to the other Party in the same manner as described in this Section 10(i). The date of notice shall be the date of delivery if the notice is personally delivered, the date of mailing if the notice is sent by United States certified mail or the date of transmission if the notice is sent by email. Each Party agrees to maintain evidence of the respective notice method utilized.

(j) **Force Majeure.** Neither Party will be responsible for failure or delay in performance hereunder if the failure or delay is due to labor disputes, strikes (including but not limited to strikes of Chloeta and/or County), fire, riot, war, terrorism, pandemic, acts of God or any other causes beyond the control of the non-performing party.

(k) **Choice of Law and Venue.** This Agreement will be governed in all respects, including validity, construction, interpretation and effect by the laws of the State of Oklahoma, without regard to its conflicts of law principles. The Parties hereto consent to the jurisdiction of any state or federal court in the district in which Oklahoma City, Oklahoma, is located for the resolution of any dispute arising from this Agreement.

(l) **Insurance.**

(i) **Chloeta.** At all times during the term of this Agreement, Chloeta shall procure and maintain commercial general liability insurance covering itself and its employees and agents providing services pursuant to the Agreement on an occurrence basis in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate of all claims. Chloeta shall also maintain professional liability insurance coverage on an occurrence basis for its employees and agents providing services hereunder with minimum limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) annual aggregate. Chloeta shall maintain Worker's Compensation coverage equal to statutory limits for its employees performing services pursuant to this Agreement. Upon request, Chloeta shall provide County a certificate of insurance evidencing that such coverage is in effect during the term of this Agreement.

In the event Chloeta procures insurance coverage which is not on an occurrence basis, Chloeta shall at all times, including without limitation, after the expiration or termination of this Agreement for any reason, maintain professional liability insurance coverage for any liability directly or indirectly resulting from the



provision of Services pursuant to this Agreement by Chloeta or Chloeta's employees or agents, or acts or omissions of Chloeta or Chloeta's employees or agents, occurring in whole or in part during the term of this Agreement (hereinafter "**continuing coverage**"). Chloeta may procure such continuing coverage by obtaining subsequent policies which have a retroactive date of coverage equal to the Effective Date of this Agreement, by obtaining an extended reporting endorsement applicable to the insurance coverage maintained by Chloeta during the term of this Agreement, or by such other methods acceptable to County.

(ii) **County.** At all times during the term of this Agreement, County shall procure and maintain commercial general liability insurance, or self-insurance, covering itself and its employees and agents providing services pursuant to the Agreement on an occurrence basis in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) annual aggregate of all claims. County shall also maintain adequate property casualty and Worker's Compensation coverage.

(m) **Affirmative Action Statement.** County and all covered subcontractors shall abide by the requirements of 29 CFR Part 741, 41 CFR § 60-1.4(a), Appendix A to Subpart A, 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.

(n) **Referrals.** The Parties acknowledge that none of the benefits granted to either Party hereunder are conditioned on any requirement that either Party make referrals or be in a position to make or influence referrals to, or otherwise generate business for, the other Party. The Parties further acknowledge that neither Party is restricted from establishing staff privileges at, referring any service to, or otherwise generating any business for any other entity of the other Party's choosing.

Signature page follows this page.



IN WITNESS WHEREOF, this Agreement has been duly executed by authorized signatories of the Parties on the dates set forth below.

"CHLOETA" CHLOETA FIRE, LLC, an Oklahoma Limited Liability Company

By: Emily Cochran
Name: Emily Cochran
Title: Vice President, Business Development

"COUNTY" MADISON COUNTY KENTUCKY, EMERGENCY MANAGEMENT AGENCY

By: Tim Gray
Name: Tim Gray
Title: Interim EMA Director



EXHIBIT "A"

STATEMENT OF WORK

This SOW, effective as of the date set forth below, is incorporated in and shall be attached to that certain Master Services Agreement entered into by and between CHLOETA FIRE, LLC, an Oklahoma limited liability Chloeta ("Chloeta") and MADISON COUNTY, KENTUCKY, EMERGENCY MANAGEMENT AGENCY ("County") as of 18th day of January, 2023 (the "Agreement").

County and Chloeta are sometimes referred to herein individually as a "Party" and sometimes referred to herein collectively as the "Parties".

Effective Date: 18th day of January, 2023

Service Description/Scope: Provision of various All-Hazards PSC, IMT related courses and other courses pertaining to the development of staff to manage major disasters. Courses to include the following: All-Hazards Finance/Admin, All-Hazards Liaison Officer, All-Hazards Planning Section Chief, All-Hazards Division Group Supervisor. Additional services may be agreed to by the parties in writing in advance of commencement of any work beyond the scope of this SOW.

Term: The period during which Chloeta shall perform the Services shall commence on the 18th day of January, 2023 and shall terminate 36 months following that date (the "SOW Term"), or, alternatively, in the event of termination of the CSEPP program, on the date of said program termination. However, both Parties shall recognize the possibility that the SOW Term may be revised based on County's or Chloeta's circumstances or other situations that may arise. Further, any extension of the SOW Term beyond 36 months following the commencement date shall be determined upon consultation between the Parties and shall be agreed upon in writing.

Course Scheduling: County will select courses from the agreed upon course roster and will notify Chloeta in writing of the course title and proposed delivery date for said course. County will give Chloeta as much notice as possible of the scheduled course date, which will allow Chloeta time and opportunity to make the necessary arrangements.

Fees: Fees for the Services described herein are guaranteed by Chloeta for three (3) years from the Effective Date and are as follows:

	CLIN 1	CLIN 2	CLIN 3	CLIN 4
	FIN Course	LOFR Course	PSC Course	DIVS Course
Labor	\$ 7,828.00	\$ 6,262.40	\$ 9,393.60	\$ 7,828.00
Travel	\$ 4,100.24	\$ 3,462.00	\$ 4,738.49	\$ 4,040.73
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Total	\$ 13,415.99	\$ 11,212.15	\$ 15,619.84	\$ 13,356.48



701 Cedar Lake Blvd. Suite 320 | Oklahoma City, OK 73114 | +1 877 245 6382 | chloeta.com

Invoice and Payment:

For each scheduled course, Chloeta will provide an invoice to County (10) days prior to commencement of the course. Payment will be remitted to Chloeta within 90 days of satisfactory completion of the course.

Additional Services:

Any services additional to the courses described above shall be separately requested in writing by County and separately invoiced by Chloeta in accordance with the terms agreed to and acknowledged by the Parties in a separate written Agreement.

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to enter into this SOW, effective on the Effective Date set forth above.

"CHLOETA"

CHLOETA FIRE, LLC, an Oklahoma Limited Liability Chloeta

By:

Name:

Title:

Emily Cochran

Emily Cochran

Vice President, Business Development

"COUNTY"

**MADISON COUNTY KENTUCKY, EMERGENCY
MANAGEMENT AGENCY**

By:

Name:

Title:

Tim Gray

Interim EMA Director