

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2026-011**

**A RESOLUTION TO APPROVE A SECOND AMENDED AGREEMENT
BETWEEN JOHN WADE OF 12 PERKINS ASHCRAFT ROAD, RICHMOND,
KY, AND THE MADISON COUNTY FISCAL COURT IN CONNECTION WITH
A HAZARD MITIGATION GRANT PROGRAM PROJECT, AS SET FORTH
IN RESOLUTION 2024-41, AND AMENDING SAME**

WHEREAS, with the assistance of Madison County Emergency Management Agency, Mr. John Wade of 12 Perkins Ashcraft Road, Richmond, Kentucky ("Mr. Wade"), is applying for a grant with the Federal Emergency Management Agency (hereinafter referred to as "FEMA") to raise his home above the floodplain level (hereinafter referred to as "the Project"), as set forth in Resolution 2024-41, passed on May 14, 2024; and

WHEREAS, the Madison County Fiscal Court ("County") has certain responsibilities in connection with said Grant, as set forth in Resolution 2024-41, regarding the payment of grant funds in connection with the Project; and

WHEREAS, at the time of the passage of Resolution 2024-41, the parties contemplated that the grant would be administered as a reimbursement grant, under which Mr. Wade would be required to make payment of all incurred expenses, and would be reimbursed for same upon submitting proof of incurred approved expenses; and

WHEREAS, the Kentucky Division of Emergency Management (KYEM) has now advised that the County is required to make payment of costs related to the Project prior to receiving grant funds to reimburse County for same; and

WHEREAS, Mr. Wade has agreed to be personally responsible to the County for any costs or expenses incurred by the County and not reimbursed by grant funds, and to pay any incidental costs, which are not considered allowable costs as part of the Grant; and

WHEREAS, the County shall be reimbursed by FEMA, the Commonwealth of Kentucky and Mr. Wade, as set forth herein, for all funds expended on the Project; and

WHEREAS, Mr. Wade shall comply with all applicable State, Federal and Local laws in procuring all materials and services in connection with the Project, and to hold the County harmless with regard to any violations of same; as well as from any liability in connection with completion of the Project; and

WHEREAS, the requested funds for this Project are not expected to exceed One Hundred Ninety-Seven Thousand Eight Hundred Three Dollars (\$197,803.00), however this amount may increase or decrease as the development of the Project proceeds; and

WHEREAS, the Parties agree that the terms of the attached Second Amended Agreement will further the best interests of both Mr. Wade and the County; and

WHEREAS, all terms adopted by Resolution 2024-41 not otherwise modified herein shall remain in full force and effect;

NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY APPROVE THIS RESOLUTION TO AMEND RESOLUTION 2024-41 AND AUTHORIZES THE JUDGE/EXECUTIVE AND/OR HIS DESIGNEE TO EXECUTE THE ATTACHED SECOND AMENDED AGREEMENT ON BEHALF OF THE COUNTY.

Motion made by Hughes, seconded by Bath.

Vote:	YES	NO	ABSTAIN	ABSENT
Magistrate James Brian Combs	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Magistrate Stephen Lochmueller	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Magistrate Billy Ray Hughes	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Magistrate Tom Botkin	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Judge/Executive Reagan Taylor	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>

Signed:

R-79
Reagan Taylor
Madison County Judge/Executive

2-24-2026
Date

Attested:

Kenny Barger MCC
Kenny Barger
Madison County Clerk

2-24-2026
Date

SECOND AMENDED AGREEMENT

THIS SECOND AMENDED AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into the 24TH day of FEBRUARY 2026, between JOHN WADE, 12 Perkins Ashcraft Road, Richmond, KY 40475 (hereinafter referred to as "Mr. Wade") and MADISON COUNTY, a body politic of the Commonwealth of Kentucky (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, with the assistance of Madison County Emergency Management Agency, Mr. Wade is applying for a grant with the Federal Emergency Management Agency (hereinafter referred to as "FEMA") to raise his home above the floodplain level (hereinafter referred to as the "Project"); and

WHEREAS, at the time of the passage of Resolution 2024-41 regarding the Project, and of execution of the associated Amended Agreement, executed by Mr. Wade and the County on June 18, 2024, the parties contemplated that the Grant would be administered as a reimbursement grant, under which Mr. Wade would be required to make payment of all incurred expenses, and would be reimbursed for same upon submitting proof of incurred approved expenses; and

WHEREAS, the Kentucky Division of Emergency Management (KYEM) has now advised that the County is required to make payment of costs related to the Project prior to receiving grant funds to reimburse County for same; and

WHEREAS, as part of said Grant, FEMA will reimburse 90% of the allowed costs of the construction, the Commonwealth of Kentucky will reimburse 4.8% of the allowable costs, and Mr. Wade will pay the remaining 5.2% of the allowable costs; and

WHEREAS, Mr. Wade has agreed to be personally responsible to the County for any costs or expenses incurred by the County and not reimbursed by grant funds, and to pay any incidental costs, which are not considered allowable costs as part of the Grant; and

WHEREAS, the County shall be reimbursed by FEMA, the Commonwealth of Kentucky and Mr. Wade, as set forth herein, for all funds expended on the Project; and

WHEREAS, Mr. Wade shall comply with all applicable State, Federal and Local laws in procuring all materials and services in connection with the Project, and to hold the County harmless with regard to any violations of same; as well as from any liability in connection with completion of the Project; and

WHEREAS, the requested funds for this Project are not expected to exceed One Hundred Ninety-Seven Thousand Eight Hundred Three Dollars (\$197,803.00), however this amount may increase or decrease as the development of the Project proceeds; and

WHEREAS, the Parties agree that the terms herein will further the best interests of both Mr. Wade and the County; and

NOW, THEREFORE, the Parties agree as follows:

1. Mr. Wade shall pay his share of the allowable costs (5.2%) based upon the estimated cost of the Project for a total amount of Ten Thousand Two-Hundred Eighty-Five Dollars and 76/100 (\$10,285.76).
2. Mr. Wade shall be responsible for payment of incidental costs which are not considered allowable costs as part of the Grant, and for any costs or expenses paid by the County and not reimbursed by grant funds.
3. The County shall be reimbursed by FEMA, the Commonwealth of Kentucky and Mr. Wade, as set forth herein, for all funds expended on the Project.
4. Mr. Wade shall comply with all applicable State, Federal and Local laws in procuring materials and services in connection with the Project, and Mr. Wade shall hold the County harmless and indemnify the County with regard to any violations of same, as well as from any liability in connection with completion of the Project; and
5. The terms of the Model Acknowledgement of Conditions, previously executed by the parties, as well as the terms of Resolution 2024-41 and the associated Amended Agreement, executed by Mr. Wade and the County on June 18, 2024, shall be incorporated into this Second Amended Agreement by reference, as well as any other documents reasonably required by FEMA, or by other applicable Federal, State and Local law, to carry out the terms of this Agreement.
6. This Agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the Commonwealth of Kentucky.
7. This Agreement set forth the entire understanding of the Parties with respect to the matters described herein.
8. This Agreement shall insure to the benefit of and be binding upon the heirs, executors, administrators, devisees, legatees and assigns of the respective Parties hereto.
9. Any modifications to this Agreement shall be memorialized in writing, signed by both parties, and no oral modifications shall be permitted.

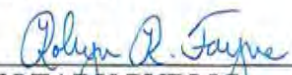
MR. WADE

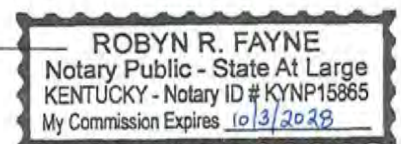

John Wade

STATE OF KENTUCKY)
) SS
COUNTY OF MADISON)

Subscribed and sworn to before me this 23RD day of FEBRUARY 2026, by John Wade.

My Commission expires: 10 / 3 / 2028


NOTARY PUBLIC



MADISON COUNTY FISCAL COURT

BY: R-29-
Reagan Taylor, Judge/Executive

STATE OF KENTUCKY)
) SS
COUNTY OF MADISON)

Subscribed and sworn to before me on this 24TH day of FEBRUARY 2026, by Reagan Taylor, Judge/Executive, on behalf of Madison County Fiscal Court.

My Commission expires: 10 / 3 / 2028

Robyn R. Fayne
NOTARY PUBLIC



DEPARTMENT OF HOMELAND SECURITY
Federal Emergency Management Agency

OMB Control No. 1660-0072
Expiration Date: 04/30/2026

ACKNOWLEDGEMENT OF CONDITIONS FOR PROPERTIES
USING FEMA HAZARD MITIGATION ASSISTANCE

PRIVACY ACT STATEMENT

Authority: Sections 203 and 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, 42 U.S.C. §§5133 and 5170c; and § 1366 of the National Flood Insurance Act, (NFIA) as amended, 42 § U.S.C. 4104c.

Purpose: This template is provided by FEMA for signature by property owners and local government officials participating in a mitigation project funded in part by Hazard Mitigation Assistance. The template communicates flood insurance requirements and floodplain management criteria.

Routine Uses: The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA-009 -Hazard Mitigation Disaster Public Assistance and Disaster Loan Programs System of Records System of Records Notice (79 Fed. Reg. 16,015, March 24, 2014), and upon written request, by agreement, or as required by law.

Disclosure: The disclosure of information on this form is voluntary; however, failure to provide the information requested may delay or prevent FEMA from being able to provide Hazard Mitigation Assistance.

INSTRUCTIONS

This template is provided by FEMA for signature by property owners and local government officials participating in a mitigation project funded in part by Hazard Mitigation Assistance.

For Pre-Disaster Mitigation (PDM), Building Resilient Infrastructure and Communities (BRIC), Flood Mitigation Assistance (FMA), the Hazard Mitigation Grant Program (HMGP), and HMGP Post Fire, these conditions apply when the property to be mitigated is located in a Special Flood Hazard Area (SFHA). For Flood Mitigation Assistance, these conditions apply regardless of whether the property is located in an SFHA.

Information in brackets [city/county] should be updated as needed. This document must be signed and submitted to FEMA by the Applicant (State, Tribe or Territory) prior to award. The template requires the signature of the property owner(s) and the local municipal official(s).

Property Owner: John Wade

Street Address: 12 Perkins Ashcraft Road

City: Richmond State: KY Zip Code: 40475

Deed dated: 06/16/2016 , Recorded Bk731, Pg 351

Tax map: County (District 01) , block _____ , parcel 0017-0000-0017

Base Flood Elevation at the site is 582.5 feet (NGVD).

Map Panel Number 21151C0110D , effective date 06/16/2016

Select one of the following "whereas" clauses appropriate for the grant awarded:

☐ WHEREAS, the Flood Mitigation Assistance (FMA) program, authorized by Section 1366 of the National Flood Insurance Act of 1968 (42 U.S.C. § 4104c), provides federal financial assistance for planning and carrying out activities designed to reduce the risk of flood damage to structures insured under the National Flood Insurance Program;

☒ WHEREAS, the Hazard Mitigation Grant Program (HMGP), authorized by Section 404 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, ("Stafford Act") (42 U.S.C. § 5170c), including the HMGP Post Fire program authorized by Sections 404 and 420 of the Stafford Act (42 U.S.C. §§ 5170c and 5187), provides federal financial assistance, in any area affected by a major disaster or for which assistance was provided under Section 420, for hazard mitigation measures;

☐ WHEREAS, the Building Resilient Infrastructure and Communities (BRIC) program, authorized by Section 203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5133), provides federal financial assistance for the implementation of pre-disaster hazard mitigation measures;

☐ WHEREAS, the Pre-Disaster Mitigation (PDM) program, authorized by Section 203 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5133), provides federal financial assistance for the implementation of pre-disaster hazard mitigation measures;

NOW THEREFORE, the Property Owner has been informed of and accepts the following conditions:

1. That the Property Owner has insured all structures that will not be demolished or relocated out of the SFHA for the above-mentioned property to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less, through the National Flood Insurance Program (NFIP), as authorized by 42 U.S.C. §4001 *et seq.*, as long as the Property Owner holds title to the property as required by federal law, regulations, and policy (for HMGP, HMGP Post Fire, and BRIC, see 42 U.S.C. §4012a; for FMA, see 44 C.F.R. §77.6(a)(2)).

That the Property Owner will maintain all structures on the above-mentioned property in accordance with the flood plain management criteria set forth in 44 C.F.R. §60.3 and City/County Ordinance as long as the Property Owner holds title to the property. For a complete, detailed list of these criteria, see Madison County Fiscal Court - Resolution 2024-41 attached to this document.

2. The above conditions are binding for the life of the property. To provide notice to subsequent purchasers of these conditions, the Property Owner(s) agrees that the Madison County Fiscal Court will legally record with the county or appropriate jurisdiction's land records a notice that includes the name of the current property owner(s) (including book/page reference to record of current title, if available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received federal Hazard Mitigation Assistance. Federal law, regulations, and policy require that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property (for HMGP, HMGP Post Fire, and BRIC, see 42 U.S.C. §4012a; for FMA, see 44 CFR 77.6(a)(2)). Failure to maintain flood insurance coverage will result in the property owner being ineligible for future Hazard Mitigation Assistance awards. The Property Owner is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations § 60.3 and any city/county ordinance."

3. If the above conditions are not met, FEMA may enforce the terms of the award by taking any measures it deems appropriate in accordance with 2 CFR § 200.339 and any other applicable FEMA authorities, including recouping the amount of the award from the Madison County Fiscal Court. Property Owner(s) may be liable to repay such amounts.
4. This Agreement shall be binding upon the respective parties' heirs, successors, personal representatives, and assignees.

THE Madison County Fiscal Court A Kentucky municipal corporation

By: [Signature] of the Madison County Fiscal Court

Print Name of Jurisdiction Official, Title
REAGAN TAYLOR, JUDGE EXECUTIVE

Print Name of Property Owner(s) JOHN WOE

Print Name of Property Owner(s)

WITNESSED BY:

Print Name of Witness

Kendra Kendrick

Notary Public



- ♦ Construction of new decks or porches
- ♦ Any improvements for purely aesthetic reasons, unless required by the EHP compliance review
- ♦ Costs to replace or repair utility service components that are undersized, inadequately designed, or unsafe, unless required by code (except utility rooms noted as eligible costs)
- ♦ Exterior finish on the exposed foundation of the elevated building, unless required by EHP compliance review and or local code
- ♦ Additional landscaping for ornamentation beyond what existed on the site prior to construction of the project (e.g., trees, shrubs)

A. Materials

Item	# of Units	Cost per Unit	Total Cost
Site prep and debris removal	1	\$6,000.00	\$6,000.00
Elevate existing structure	1	\$33,450.00	\$33,450.00
Construct new foundation wall, footing, piers	1	\$37,100.00	\$37,100.00
Replace existing porch w/ 10X12 deck	1	\$3,850.00	\$3,850.00
New 5x5 deck to elevate existing HVAC unit	1	\$2,200.00	\$2,200.00
Elevate existing front porch: replace 2 stairs & posts	1	\$12,300.00	\$12,300.00
Site earthwork (elevating/sloping of yard)	1	\$24,600.00	\$24,600.00
Downspouts and foundation drains	1	\$2,600.00	\$2,600.00
Sub Total Materials:			\$122,100.00

B. Labor (Include equipment costs -- please indicate all "soft" or in-kind matches)

Description	# of Units	Cost per Unit	Total Cost
Structural engineering reviews	1	\$6,957.50	\$6,957.50
Surveys and site plans	1	\$6,200.50	\$6,200.50
On-site engineering supervision	1	\$8,795.00	\$8,795.00
Sub-Total Labor			\$21,953.00

(All construction-related labor costs are included in construction costs.)

Fees Paid Include any other costs associated with the project

Description of Task	# of Units	Cost per Unit	Total Cost
Building permit	1	\$315.00	\$315.00
Electrical permit	1	\$177.50	\$177.50
Displacement costs (for 90 days)	1	\$4,195.00	\$4,195.00
New elevation certificate	1	\$1,202.50	\$1,202.50
Bid for project in 2 area newspapers	1	\$2,777.50	\$2,777.50
Historical survey (pre-award if needed)	1	\$1,832.50	\$1,832.50
Archaeological survey (pre-award, if needed)	1	\$5,250.00	\$5,250.00
Phase I Design	1	\$8,000.00	\$8,000.00
Sub Total Fees:			\$53,750.00

Phase I Total Costs: \$38,000.00

Phase II Total Costs: \$159,803.00

Total Estimated Project Cost \$197,803.00

C. Funding Sources

The maximum Federal share for HMGP projects is 75%. The other 25% can be made up of State and Local funds as well as in-kind services. HMGP funds may be packaged with other Federal funds, but other Federal funds (except for Federal funds which lose their Federal identity at the State level -- such as CDBG, ARS, HOME) may not be used for the State or Local match.

Estimated FEMA Share \$178,022.70 90 % Of Total

Non-Federal Share

Estimated Local Share \$10,285.58 5.2 % Of Total
(Include In-Kind Value)

List Funding Sources Homeowner

Estimated State Share \$9,494.54 4.8 % Of Total



Commonwealth of Kentucky

CONTRACT MODIFICATION

DOC ID NUMBER:

SC 095 2300000677

Version: 2

Record Date:

Document Description: FEMA DR4595 Hazard Mitigation Grant Program (HMGP)**Cited Authority:** KRS39A.030

Grant activity-Div of Emergency Mgmt

Reason for Modification: MODIFICATION #1
July 14, 2023

Original Contract Amount - \$19,045,986.00

Amount of Increase/Decrease - \$0.00

New Contract Amount - \$19,045,986.00

Contract is being modified to add 'if applicable' to the following Agency Terms and Conditions - Emergency Management Pass-through Agreements (Revised June 2023):
Lobbying and Political Activity,
Byrd Anti-Lobbying Amendment,
The Hatch Act; and,
Davis-Bacon Act

No change in service dates.

Issuer Contact:

Name: Carol Smith
Phone: 502-607-5709
E-mail: carol.j.smith152.nfg@army.mil

Vendor Name:

Multiple Provider

702 Capitol Avenue

OMPS

Frankfort

KY 40601

Vendor No.

ZZMISCPROC

Vendor Contact

Name: No Contact
Phone: XXX-XXX-XXXX
Email:

Effective From: 10/15/2022**Effective To:** 06/30/2034

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		FEMA DR4595 Hazard Mitigation Grant Program (HMGP)	\$0.000000	\$19,045,986.00	\$19,045,986.00

Extended Description:

1. FAIN #: 4595DRKYP0000005

2. FEDERAL AWARD DATE: JUNE 2, 2022

3. The Hazard Mitigation Grant Program, as appropriated to the Department of Homeland Security each Fiscal year, provides funding to States, Territories, federally-recognized tribes and local communities in their efforts to reduce the risk of future damage, loss of life and property in any area affected by a major

disaster. This program is authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, and 42 U.S.C 5170c under the guidance of 2 CFR 200. The Commonwealth acts as the Grantee for this grant program and the communities/entities are the SUB- grantee. Beginning on February 27, 2021, and continuing through March 14, 2021, the Commonwealth of Kentucky experienced some of the greatest 1-day and 3-day winter-time rainfall totals in its history, with totals ranging from just under two (2) inches in the far west to more than seven (7) inches in four (4) counties of southcentral and southeast Kentucky causing flooding, flash flooding, landslides, and mudslides. The Kentucky Emergency Management (KYEM) Hazard Mitigation Grant Program (HMGP) provides supplemental federal disaster grant assistance statewide for eligible mitigation projects as stated in 44 CFR 206.43. These funds will be reimbursed to eligible sub-grantees (state and local governments and nonprofits) in all 120 counties for eligible work completed on behalf of the approved project.

4. NAME OF FEDERAL AWARDING AGENCY: FEMA, William F. Arwood, Chief Disaster Implementation Branch Mitigation Division OR Kelsey Goodman at 202-997-7573. Pass-through entity - Kentucky Emergency Management

5. CFDA# and Name - 97.039 Hazard Mitigation Grant Program (HMPG), amount available under award 12 month lock-in letter dated June 2, 2022.
\$19,045,986.00 - 75% HMPG Ceiling
\$2,116,221.00 - 10% Recipient \$1,058,110.00 - 5% Sub-Recipient by award
3% of Management Cost
Withholding (\$63,487.00)

Shipping Information:	Billing Information:
DR4595-0017 Madison County Fiscal Court 135 W Irvine Street Richmond KY 40475	DMA - Division of Administrative Services 100 Minuteman Pkwy Procurement Sec Frankfort KY 40601
TOTAL CONTRACT AMOUNT: \$19,045,986.00	

	Document Description	Page 3
2300000677	FEMA DR4595 Hazard Mitigation Grant Program (HMGP)	

MODIFICATION #1

July 14, 2023

Original Contract Amount - \$19,045,986.00

Amount of Increase/Decrease - \$0.00

New Contract Amount -\$19,045,986.00

Contract is being modified to add 'if applicable' to the following Agency Terms and Conditions – Emergency Management Pass-through Agreements (Revised June 2023):
Lobbying and Political Activity,
Byrd Anti-Lobbying Amendment,
The Hatch Act; and,
Davis-Bacon Act

No change in service dates.

Memorandum of Agreement Terms and Conditions

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Department of Military Affairs, Division of Emergency Management (the "Commonwealth") and DR-4595 subrecipients (the "Contractor") to establish an agreement for implementation of elements of a federal program, Hazard Mitigation Grant Program (HMGP). The Commonwealth and Contractor may collectively be referred to as "Parties". The initial MOA is effective from August 25, 2022 through June 30, 2034.

Scope of Services:

Beginning on February 27, 2021, and continuing through March 14, 2021, the Commonwealth of Kentucky experienced some of the greatest 1-day and 3-day winter-time rainfall totals in its history, with totals ranging from just under two (2) inches in the far west to more than seven (7) inches in four (4) counties of southcentral and southeast Kentucky causing flooding, flash flooding, landslides, and mudslides. The Kentucky Emergency Management (KYEM) Hazard Mitigation Grant Program (HMGP) provides supplemental federal disaster grant assistance statewide for eligible mitigation projects as stated in 44 CFR 206.434. The Commonwealth acts as the Grantee for this grant program and the communities/ entities are the SUB-grantee. These funds will be reimbursed to eligible sub-grantees (state and local governments and nonprofits) in all 120 counties for eligible work completed on behalf of the approved project.

Pricing:

	Document Description	Page 4
2300000677	FEMA DR4595 Hazard Mitigation Grant Program (HMGP)	

The total contract amount is for \$ 19,045,986.00. Payments from the contract will be made through the reimbursement process, whereby the Second Party provides backup for the expenditures and is reimbursed after review by the First Party.

The Second Party fees and expenses relative to the performance of the scope of services outlined in this Contract and in the detailed attachment(s) to this contract shall not exceed the Total Order Amount as set forth on signature page of this Contract. The subject services and functions are to be performed during the term of this contract as set forth on page 1. It is understood that this contract is not effective and binding until approved by the Secretary of the Finance and Administration Cabinet and/or Legislative Research Commission's Government Contract Review Committee per KRS 45A.705.

Payment by the First Party to the Second Party shall be made only after receipt of appropriate, acceptable and timely invoice, as so described in this Contract, and as submitted in written or electronic format to the First Party by the Second Party. The preferred method of payment will be through electronic funds transfer.

(a) The contractor shall be reimbursed for no other expenses than those, which have been expressly detailed in this Contract. All direct charges shall be documented to support the direct charging of the expense.

(b) Where applicable:

(i) Invoicing for fee: The contractor's fee shall be original invoice(s) and shall be documented by the contractor. The invoice(s) must conform to the method prescribed in the specifications of this contract.

(ii) Invoicing for travel expenses: The contractor must follow instructions prescribed in the specifications of this contract. Either original or certified copies of receipts must be submitted for airline tickets, motel bills, restaurant charges, rental car charges, and other miscellaneous expenses.

(iii) Invoicing for miscellaneous expenses: The contractor must follow instructions prescribed in the specifications of this contract. Expenses submitted shall be documented by original or certified copies.

The contractor shall be paid no travel expense unless and except as specifically authorized under the specifications of this contract. Unless otherwise indicated, travel reimbursement shall be in accordance with 200 KAR 2:006. No travel time nor travel expenses will be included in the Second Party's or any subcontractor's hourly rates.

**Agency Standard Terms and Conditions –
Emergency Management Pass-through Agreements**

	Document Description	Page 5
2300000677	FEMA DR4595 Hazard Mitigation Grant Program (HMGP)	

Revised June 2023

General

- (a) Extension and Amendment. The terms and conditions of this contract may be modified by written agreement of the Parties pursuant to KRS Chapter 45A and subject to the approval of the Secretary of the Finance and Administration Cabinet and/or the Legislative Research Commission's Government Contracts Review Committee.
- (b) Successors and Assigns. The Parties shall not assign any right herein without the written consent of the other party. Covenants made herein shall bind and inure to the benefit of any successors and assigns of the Parties whether or not expressly assumed or acknowledged by such successors or assigns.
- (c) Entire Contract. This document forms the entire contract between the Parties. Prior discussions and understandings concerning the scope and subject matter are superseded and incorporated into the express terms herein.
- (d) Severability. If any provision of this contract is held judicially invalid, the remainder shall continue in force and effect to the extent not inconsistent with such holding.
- (e) Breach of Contract. Breach or violation of Terms and Conditions shall be cause for termination of contract.
- (f) Waiver. Waiver of enforcement of any term or condition herein upon an event of breach shall not automatically extend to any other or future event of breach.
- (g) Change of Circumstances. The Parties shall promptly notify each other of any legal impediment, change of circumstances, pending litigation, or any other event or condition that may adversely affect their ability to carry out this contract.
- (h) Liability and Indemnity. Nothing in this contract shall be construed as an indemnification by or among the Parties for liabilities of the first or second party or any third person for property loss, damage, death, or personal injury ("Claims") arising out of and during the performance of this Contract.
- (i) Applicable Federal Laws and Regulations. This contract is incidental to the implementation of a federal grant program and accordingly, shall be governed by and construed according to federal law to the extent it may affect the right, remedies, and obligations of the United States.

Federal Grant Subrecipient Requirements

To the extent not inconsistent with the express terms of this contract, 49 CFR 18, Uniform Administrative Requirements for Grants and Cooperative Contracts and 2 CFR 200, Subpart E, Cost Principles, are hereby incorporated by reference herein. Consistent therewith, the Commonwealth, as a pass-through entity for federal awards, shall monitor the performance of federal grant subrecipients (the "Subrecipients") and impose requirements upon Subrecipients in order for the Commonwealth to meet its responsibility to the federal awarding agency including without limitation, the identification of required financial and performance reports.

- (a) Audits. Subrecipients agree to comply with federally-mandated audits. The Commonwealth agrees to review required audits promptly.

	Document Description	Page 6
2300000677	FEMA DR4595 Hazard Mitigation Grant Program (HMGP)	

1. Pursuant to 2 CFR 200.501, Subrecipients expending more than \$750,000 in federal grant monies per fiscal year shall conduct a single or program-specific audit for that fiscal year within nine (9) months of the end thereof and shall provide the final audit report to the Commonwealth within thirty (30) days of receipt.
 2. Pursuant to 2 CFR 200.512, Contractor(s) that are a governmental entity, institution of higher learning, or other nonprofit institution, shall procure an annual audit within nine (9) months of closing of the fiscal year and shall fully comply with Federal Audit Clearinghouse audit submission requirements. The Commonwealth shall access and review audit reporting packages and data collection forms from the Federal Audit Clearinghouse as soon as practicable after the required submission. Notwithstanding the foregoing, the Commonwealth may require Contractor(s) provide it with a copy of any required audit.
- (b) **Reporting.** Subrecipients agree to comply with federally-mandated reporting.
1. Pursuant to 2 CFR 200.112, Subrecipients shall disclose to the Commonwealth in writing and within five (5) days of having knowledge of any real or potential conflict of interest that may arise during the administration of the federal award. For this paragraph, "conflict of interest" is defined by applicable federal, state, and local statutes or regulations, and Subrecipients' policies.
 2. Pursuant to 2 CFR 200.338, Subrecipients shall disclose to the federal awarding agency and to the Commonwealth in writing and within thirty (30) days of discovering of any violation of federal criminal law concerning fraud, bribery, or gratuity violations which may affect the federal award; failure to act in strict conformity with this section may result in the imposition of any remedy authorized thereby.
- (c) **Monitoring.** The Commonwealth agrees to monitor Subrecipients.
1. **Risk Analysis—**2 CFR 200.331(b) requires the Commonwealth evaluate each Subrecipient's risk of noncompliance with federal statutes, regulations, and the terms and conditions of the award for purposes of determining appropriate Subrecipient monitoring, which may include consideration of such factors as:
 - a. The Subrecipient's prior experience with the same or similar awards;
 - b. The results of previous audits, including whether or not the Subrecipient receives a single audit and the extent to which the same or similar award has been audited as a major program;
 - c. Whether Subrecipient has new personnel or new or substantially changed systems; and
 - d. The extent and results of federal awarding agency monitoring (e.g., if the Subrecipient also receives federal awards directly from a federal awarding agency.)
 2. **Monitoring Activities—**2 CFR 200.331(d) requires the Commonwealth, as the pass-through entity, monitor the activities of Sub-recipients to ensure

	Document Description	Page 7
2300000677	FEMA DR4595 Hazard Mitigation Grant Program (HMGP)	

performance goals are achieved and that awards are used for authorized purposes and in compliance with federal statutes, regulations, and the terms and conditions of the award. Monitoring of the Subrecipient must include:

- a. Reviewing financial and performance reports required by the First Party;
 - b. Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Subrecipient from the First Party detected through audits, on-site reviews, and other means; and
 - c. Issuing a management decision for audit findings pertaining to the Federal award provided to the Subrecipient from the First Party as required by 2 CFR §200.521 Management decision.
3. Monitoring Tools—Depending upon Commonwealth's assessment of risk posed by the Subrecipient, monitoring tools may be utilized to ensure accountability and compliance with program requirements and achievement of performance goals. Monitoring tools include but are not limited to:
- a. Providing Subrecipients with training and technical assistance on program-related matters;
 - b. Performing on-site reviews of the Subrecipient's program operations;
 - c. Arranging for agreed-upon-procedures engagements as described in 2 CFR §200.425 Audit services; and
 - d. Imposition of specific award conditions.
4. Subaward Conditions—2 CFR 200.331(c) requires the Commonwealth consider imposing specific subaward conditions upon Sub-recipients as needed, consistent with 2 CFR 200.207. The Commonwealth shall consider:
- a. Criteria set forth in 2 CFR 200.205, federal awarding agency review of risk posed by applicants;
 - b. Whether the applicant or recipient has a history of failing to comply with federal award terms and conditions;
 - c. Whether the applicant or recipient fails to meet expected performance goals as described in 2 CFR 200.210; and
 - d. Whether the applicant or recipient is not otherwise responsible.
5. Additional Conditions—The Commonwealth may impose upon Subrecipients additional federal award conditions.
- a. Additional federal award conditions may include:
 - i. Requiring payment as reimbursement rather than advance payments;
 - ii. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given period of performance;
 - iii. Requiring additional, detailed financial reports;
 - iv. Requiring additional project monitoring;

	Document Description	Page 8
2300000677	FEMA DR4595 Hazard Mitigation Grant Program (HMGP)	

- v. Requiring the non-federal entity obtain technical or management assistance; or
 - vi. Establishing additional prior approvals.
 - b. If the Commonwealth imposes an additional federal award condition upon Sub-recipients, the Commonwealth shall notify the Subrecipient in writing as to:
 - i. The nature of the additional requirements;
 - ii. The reason why the additional requirements are being imposed;
 - iii. The nature of the action needed to remove the additional requirement, if applicable;
 - iv. The time allowed for completing the actions if applicable, and
 - v. The method for requesting reconsideration of the additional requirements imposed.
- 6. Removal of Conditions—Any specific condition imposed shall be promptly removed once the conditions prompting such condition has been corrected.
- 7. Remedies For Noncompliant Sub-recipients—2 CFR 200.331(h) requires the Commonwealth consider taking enforcement action against Subrecipients who fail to comply with federal statutes, regulations or the terms and conditions of a federal award when the Commonwealth determines that noncompliance cannot be remedied by imposing additional conditions as described above. In accordance with 2 CFR 200.338, the Commonwealth may take one or more of the following actions, as appropriate in the circumstances:
 - a. Temporarily withhold cash payments pending correction of the deficiency by the non-Federal entity or more severe enforcement action.
 - b. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - c. Wholly or partly suspend or terminate the Federal award.
 - d. Recommend to the Federal awarding agency to initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency.
 - e. Withhold further Federal awards for the project or program.
 - f. Take other remedies that may be legally available.

Subcontractor Agreements – Incorporation of Terms

The Parties agree that all subcontractors performing Activities in furtherance of this contract shall be bound by the terms and conditions herein. Contractor(s) further agrees to incorporate this contract by reference in any written agreement with a subcontractor performing Activities in furtherance of this contract.

	Document Description	Page 9
2300000677	FEMA DR4595 Hazard Mitigation Grant Program (HMGP)	

Lobbying and Political Activity (if applicable)

No funds expended or reimbursed under this contract shall be used to influence, directly or indirectly, the introduction or modification of any federal or state legislation or the outcome of any federal, state or local election, referendum, or initiative.

(a) Certification. Contractor(s) certify to the best of their knowledge and belief, that for the preceding contract period, if any, and for this current contract period:

1. No federal funds have been paid or will be paid, by or on behalf of Contractor(s) to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative contract;
2. If any funds, other than federal funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative contract, Contractor(s) shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying;"
3. Contractor(s) shall require that the language of this certification be included in award documents for all sub-awards at all tiers, including subcontractors, sub-grants, and contracts under grants, loans, and cooperative contracts, and that all sub-recipients shall certify and disclose accordingly; and
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction under section 31, U. S. C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

(b) Byrd Anti-Lobbying Amendment (if applicable) 31 U.S.C. 1352 is incorporated by reference herein. Pursuant thereto, Contractor(s) that apply or bid for an award exceeding \$100,000 must file required certification. Each tier certifies to the tier above that it will not, and has not, used federal-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining a federal contract, grant or other award. Each tier shall disclose lobbying with non-federal funds that take place in connection with obtaining a federal award. Disclosures under this paragraph shall be forwarded tier-to-tier up to the non-federal awarding agency.

	Document Description	Page 10
2300000677	FEMA DR4595 Hazard Mitigation Grant Program (HMGP)	

- (c) The Hatch Act (if applicable) Contractor(s) agrees to comply with 5 U.S.C. 1501 *et seq.*, the Hatch Act, and regulations promulgated thereunder including 5 CFR Part 151, limiting political activity of employees or officers of state or local governments whose employment is connected to an activity financed in whole or part with federal funds.

Information Ownership and Management

- (a) Unless otherwise stated herein, data and information shared or acquired by the Parties in furtherance of this contract ("Data") shall be and remain the sole property of the Commonwealth. Contractor(s) and their agents and assigns shall not use Data for any other purpose not expressly authorized herein to extent permitted by state and federal law.
- (b) Contractor(s) agrees to comply with KRS 61.931 *et seq.*, Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, (the "Act.") To the extent Contractor(s) receives Personal Information as defined by and in accordance with the Act, in furtherance of Activities performed hereunder, Contractor(s) shall secure and protect Personal Information by, and without limitation:
1. Utilizing security and breach investigation procedures appropriate to the nature of the Personal Information disclosed, reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation or destruction; and
 2. Notifying the Commonwealth of a security breach relating to Personal Information in the possession of practice or subcontractors without undue delay.

Financial Management System

Contractor(s) agrees to establish and maintain a financial management system which shall provide accurate, current, and complete disclosure of financial reporting for Activities in accordance with reporting requirements set forth in this contract including, without limitation:

- (a) Records identifying the source and application of funds which shall contain information pertaining to federal and state funds received, obligations, unobligated balances (if applicable), assets, liabilities, expenditures and income;
- (b) Effective control over and accountability for all funds, property, and assets to safeguard and assure that they are used solely for authorized purposes under this contract;
- (c) Procedures for determining the reasonableness of costs in accordance with the terms and conditions of this contract; and
- (d) Accounting records supported by source documentation.

Drug-Free Work Place

	Document Description	Page 11
2300000677	FEMA DR4595 Hazard Mitigation Grant Program (HMGP)	

- (a) Contractor(s) agree to comply with 41 U.S.C. 701 *et seq.*, the Drug-Free Work Place Act of 1988, and maintain a drug-free workplace.
- (b) Contractor(s) covenant and agree to comply with Final Rule, Government-Wide Requirements for Drug-Free Workplace (Grants), issued by the United States Office of Management and Budget, and any amendments thereto.

Environmental Standards

- (a) Contractor(s) agree that Activities performed in furtherance of this contract shall comply with the Clean Air Act, the Federal Water Pollution Control Act, the Resources Conservation and Recovery Act (RCRA), the Comprehensive Environmental Response, Compensation, and Liabilities Act (CERCLA), National Environmental Policy Act (NEPA), and any other applicable federal, state, or local environmental law, regulation, or policy.
- (b) Contractor(s) shall ensure that Activities shall not occur at a facility listed on the Environmental Protection Agency (EPA) list of violating facilities pursuant to 40 CFR 15 without the prior written agreement of the Commonwealth. Contractor(s) shall notify the Commonwealth immediately upon receipt of any communication from the EPA relating to performance of this contract.
- (c) Contractor(s) is encouraged to integrate National Environmental Policy Act compliance and related legislation as implemented under 44 CFR and 2 CFR 200, in the execution and administration of this contract.

Preference for U.S. Flag Carriers

Contractor(s) agree to comply with 46 U.S.C. 1241(b), and regulations issued thereunder to include 46 CFR 381, concerning the use of privately-owned United States flag commercial vessels.

Debarment and Suspension

- (a) Contractor(s) shall not make any award or permit any award, subgrant, or contract at any tier to any party debarred, suspended, or excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."
- (b) The Final Rule, Government-Wide Debarment and Suspension (Non-procurement), issued by the United States Office of Management and Budget is incorporated by reference and the Second Party covenants and agrees to comply with all the provision thereof, including any amendments to the Final Rule that may hereafter be issued.

Copeland "Anti-Kickback" Act

Contractor(s) agrees to comply with 40 U.S.C. 3145, the Copeland Anti-Kickback Act, and regulations promulgated thereunder including 29 CFR 3, whereby, it shall be unlawful to induce, by force, intimidation, threat, procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, finance in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

	Document Description	Page 12
2300000677	FEMA DR4595 Hazard Mitigation Grant Program (HMGP)	

Contract Work Hours and Safety Standards Act

Contractor(s) shall comply with 40 U.S.C. 3701 et seq., the Contract Work Hours and Safety Standards Act.

Patent Rights

The Patent Right Clause found at 37 CFR 401.12, is hereby incorporated by reference herein, which governs rights to inventions made by non-profit organizations and small business firms under government grants, contracts, and cooperative contracts.

Davis-Bacon Act (if applicable)

40 U.S.C. 3141 et seq. and regulations 29 CFR 5 are incorporated by reference herein. The Davis-Bacon Act requires contractors pay laborers and mechanics at prevailing wages determined by the Secretary of Labor, and to make payment at least once per week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency.

Procurement

- (a) Contractor(s) shall acquire goods and service consistent with KRS 45A and applicable federal standards and procedures including, without limitation, 2 CFR 200, 44 CFR, 49 CFR, and 32 CFR.
- (b) Contractor(s) agrees to comply with 41 U.S.C. 10, the Buy American Act, the Memorandum of Understanding between the United States of America and the European Economic Community on Government Procurement, and the North American Free Trade Contract (NAFTA.)
- (c) Contractor(s) shall comply with the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, to procure:
 - 1. Items designated within Environmental Protection Agency (EPA) guideline 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000;
 - 2. Solid waste management services in a manner that maximizes energy and resource recovery; and

Establish an affirmative procurement program for the procurement of recovered materials identified in EPA guidelines.

	Document Description	Page 13
2300000677	FEMA DR4595 Hazard Mitigation Grant Program (HMGP)	

MOA/PSC Exception Standard Terms and Conditions
Revised January 2023

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 (<https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>) 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

	Document Description	Page 14
2300000677	FEMA DR4595 Hazard Mitigation Grant Program (HMGP)	

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.

	Document Description	Page 15
2300000677	FEMA DR4595 Hazard Mitigation Grant Program (HMGP)	

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

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.

Any exceptions to this stipulation require an attachment or exhibit that explicitly addresses, and provides a basis for, payment of second party's social security contributions by the state, pursuant to 42 U.S. Code, section 418.

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 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. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

	Document Description	Page 16
2300000677	FEMA DR4595 Hazard Mitigation Grant Program (HMGP)	

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

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.

	Document Description	Page 17
2300000677	FEMA DR4595 Hazard Mitigation Grant Program (HMGP)	

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.

19.00 Bidder, Offeror, or Contractor Mandatory Representations Compliance with Commonwealth Law

The contractor represents that, pursuant to KRS 45A.485, they and any subcontractor performing work under the contract will be in continuous compliance with the KRS chapters listed below and have revealed to the Commonwealth any violation determinations within the previous five (5) years:

KRS Chapter 136 (CORPORATION AND UTILITY TAXES)
KRS Chapter 139 (SALES AND USE TAXES)
KRS Chapter 141 (INCOME TAXES)
KRS Chapter 337 (WAGES AND HOURS)
KRS Chapter 338 (OCCUPATIONAL SAFETY AND HEALTH OF EMPLOYEES)
KRS Chapter 341 (UNEMPLOYMENT COMPENSATION)
KRS Chapter 342 (WORKERS' COMPENSATION)

Boycott Provisions

The contractor represents that, pursuant to KRS 45A.607, they are not currently engaged in, and will not for the duration of the contract engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which Kentucky can enjoy open trade. **Note:** The term Boycott does not include actions taken for bona fide business or economic reasons, or actions specifically required by federal or state law.

Lobbying Prohibitions

The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in KRS 11A.236 during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

The contractor further represents that, pursuant to KRS 45A.328, they have not procured an original, subsequent, or similar contract while employing an executive agency lobbyist who was convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

	Document Description	Page 18
2300000677	FEMA DR4595 Hazard Mitigation Grant Program (HMGP)	

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:

Charles J. Jones

Digitally signed by
JONES.CHARLES.THOMAS.110418
0716
Date: 2023.08.23 13:35:26 -04'00'

Signature

Charles T. Jones

Printed Name

Executive Director

Title

23 August 2023

Date

2nd Party:

James A. Perrott

Signature

JAMES A. Perrott

Printed Name

Other Party:

Signature

Printed Name

EXECUTIVE Director

Title

8-21-23

Date

Title

Date

Approved as to form and legality:

Charles Sands

Attorney

	Document Description	Page 18
2300000677	FEMA DR4595 Hazard Mitigation Grant Program (HMGP)	

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

Title

Printed Name

Date

2nd Party:

Signature

Title

REAGAN TAYLOR

5/14/2024

Printed Name

Date

Other Party:

Signature

Title

Printed Name

Date

Approved as to form and legality:

Attorney



FEMA

October 4, 2023

Jeremy C. Slinker, Director
Kentucky Division of Emergency Management
100 Minuteman Parkway
Frankfort, Kentucky 40601-6168

Attention: Ms. Geneva "Geni Jo" Brawner
State Hazard Mitigation Officer

Reference: HMGP 4595-0017-R Madison County Property Elevation – **Phase I Approval**

Dear Mr. Slinker:

I am pleased to inform you that the project referenced above has been approved for \$38,000.00 with a federal share of \$34,200.00 and a non-federal share of \$3,800.00. Financial approval documents for the Phase I award are enclosed for your records.

The following is the approved Statement of Work (SOW) for Phase I for the above referenced project:

Madison County will utilize Phase I funds to complete the engineering and design drawings required to move forward with the Phase II elevation of one (1) residential property located at 12 Perkins Ashcraft Rd. Richmond, KY 40475 (37.8327, -84.4186).

Once all Phase I deliverables are received, reviewed, and approved by FEMA, we will send written notification that the Phase II work can begin. Starting any Phase II work, or any other ground disturbing activities or construction, without FEMA's written approval could jeopardize the project funding.

Phase I Deliverables:

Phase I deliverables should include:

- Final engineering and design documents for the proposed activity demonstrating eligibility with HMA guidance.
- Updated cost estimate based upon the final design.
- Revised work schedule to implement the proposed measure within the remaining grant Period of Performance.
- Updated Benefit Cost Analysis (BCA) demonstrating the final proposed project to still be cost effective is required for.
- Ground disturbance information, including area and depth of proposed ground disturbance. Maps of proposed ground disturbance should be provided. Phase II may require consultation by FEMA with SHPO and tribes.
- Other items FEMA determines necessary, as a result of the design process identifying any unforeseen requirements.

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological cultural resources are discovered, will immediately cease construction in that area and notify the SHPO office and FEMA.

Period of Performance (POP):

The current Period of Performance date for DR-4595-KY is **October 20, 2025**. FEMA will not establish activity completion timeframes for individual sub-grants; therefore, all the activities in the scope of work should be completed and submitted to FEMA in a timely manner to allow completion. The State must submit all financial, performance, and other reports required as a condition of the grant prior to February 17, 2026.

Scope of Work (SOW) Changes:

The State (grantee) must obtain prior approval from FEMA before implementing changes to the approved project SOW. According to the Uniform Administrative Requirements for grants and cooperative agreements to State and Local Governments:

- A change in the scope of work must be approved by FEMA in advance regardless of the budget implications.
- Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

The grantee must notify FEMA as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the POP must be submitted to FEMA 60 days prior to the expiration date.

The grantee must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarified in 44 CFR 206.191.

Quarterly progress reports for the HMGP projects are required. Please include this HMGP project in your future quarterly reports. Section 206.438(d) of 44 CFR requires the GAR to "certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement."

The obligation report is enclosed for your records. The obligated funds are available for withdrawal from **Payment Management System (PMS)** on sub-account **4595DRKYP00000017**.

If you have any questions, please contact Kelsey Goodman at (202) 997-7573.

Sincerely,

**SHEMEEKA H
JOHNSON**

Digitally signed by SHEMEEKA
H JOHNSON
Date: 2023.10.04 15:12:29
-04'00'

Shemeeka Johnson, Chief
Disaster Implementation Branch
Mitigation Division

Enclosures:
Obligation Supplemental No. #20
Record of Consideration (REC)

10/4/2023

FEDERAL EMERGENCY MANAGEMENT AGENCY

HMGP-OB-01

10:21 AM

HAZARD MITIGATION GRANT PROGRAM

Obligation

Disaster No.	FEMA Project No	Amendment No	State Application ID	Action No	Supplemental No	State	Recipient
4595	17 -R	0	16	1	20	KY	Statewide
Subrecipient: Madison (County)				Project Title : Perkins Ashcraft Elevation			
Subrecipient FIPS Code: 151-99151							

Total Amount Previously Allocated	Total Amount Previously Obligated	Total Amount Pending Obligation	Total Amount Available for New Obligation
\$34,200.00	\$34,200.00	\$0.00	\$0.00

Project Amount	Subrecipient Management Cost Amount	Total Obligation	IFMIS Date	IFMIS Status	FY
\$34,200.00	\$0.00	\$34,200.00	10/04/2023	Accept	2024

Comments

Date: 10/04/2023 User Id: KGOODMA6

Comment: KY-4595-0017-R (Appl ID 16) Obligate \$34,200.00 per KYEM's request on 10/13/2022. POP 10/20/2025.

Date: 10/04/2023 User Id: DBURKETT

Comment: 4595-0017-R-DR-KY-HM Madison (County) Grant POP 10/20/2025 Application 16 Perkins Ashcraft Elevation Allocation 14 included October spend plan Federal share \$34,200.00 Supplement 20 approved HMO

Authorization

Preparer Name: KELSEY GOODMAN

Preparation Date: 10/04/2023

HMO Authorization Name: DEBORAH BURKETT

HMO Authorization Date: 10/04/2023

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4595-0017-KY (1)

Title: Madison County Elevation

NEPA DETERMINATION

Non Compliant Flag: No

EA Draft Date:

EA Final Date:

EA Public Notice Date:

EA Fonsi

Level: CATEX

EIS Notice of Intent

EIS ROD Date:

Comment SOW: MADISON COUNTY, KY: ELEVATION OF ONE (1) RESIDENTIAL PROPERTY 2' ABOVE THE BFE IN ACCORDANCE WITH THE LOCAL FLOODPLAIN ORDINANCE AND FFRMS LOCATED AT 12 PERKINS ASHCRAFT RD, RICHMOND, KY 40475 (37.8327, -84.4186). DATE OF CONSTRUCTION 1900. - sjames17 - 02/01/2023 14:57:57 GMT
 DISREGARD PREVIOUS COMMENT SOW: MADISON COUNTY, KY: ELEVATION OF ONE (1) RESIDENTIAL PROPERTY 2' ABOVE THE BFE IN ACCORDANCE WITH THE LOCAL FLOODPLAIN ORDINANCE AND FFRMS LOCATED AT 12 PERKINS ASHCRAFT RD, RICHMOND, KY 40475 (37.8327, -84.4186). DATE OF CONSTRUCTION 1900. PHASE I IS FOR DESIGN ONLY, PHASE II WILL REQUIRE ADDITIONAL REVIEW. - sjames17 - 02/02/2023 16:03:56 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
a4	(a4) Information gathering, data analysis and processing, information dissemination, review, interpretation, and development of documents. If any of these activities result in proposals for further action, those proposals must be covered by an appropriate CATEX. Examples include but are not limited to: (a) Document mailings, publication and distribution, training and information programs, historical and cultural demonstrations, and public affairs actions. (b) Studies, reports, proposals, analyses, literature reviews; computer modeling; and non-intrusive intelligence gathering activities.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4595-0017-KY (1)

Title: Madison County Elevation

Environmental Law/ Executive Order	Status	Description	Comment
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	EO 11988: phase I review is for design only, phase II requires additional review. Phase II will affect or be affected by the floodplain, a copy of a Final Public Notice that meets the requirements of 44 CFR Part 9.12, and project alternatives must be included as a Phase I deliverable - sjames17 - 02/01/2023 15:04:35 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	EO 11990: phase I review is for design only. - sjames17 - 02/01/2023 15:05:12 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	EO 12898: FEMA has determined that the following types of activities have limited or no potential to affect minority or low-income populations and FEMA has no further EO 12898 responsibilities with regards to them. - sjames17 - 02/01/2023 15:05:24 GMT
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	ESA: phase I review is for design only. - sjames17 - 02/01/2023 15:02:55 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project HMGP-4595-0017-KY (1)

Title: Madison County Elevation

Environmental Law/ Executive Order	Status	Description	Comment
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	NHPA: The Phase I scope for data gathering, meets a Stipulation of the KY Statewide HP PA executed July 21, 2014, and amended (2) July 20, 2022. Phase II, the construction phase, will require additional review and will require consultation by FEMA with SHPO and tribes. Scope of Work details, including ground disturbance information to detail area and depth of proposed ground disturbance, photos and maps of proposed the area, fill source, design plans, and GPS location, as a Phase I deliverable - sjames17 - 02/01/2023 15:02:42 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

**Kentucky Division of Emergency Management
Standard Operating Procedures**

Affected Unit: All KYEM Personnel, Sub-grantees and Sub-recipients

Guideline: 2013-906

Revision: 2015-001

Topic: Reimbursement Guidelines for all Kentucky Emergency Management Grants

General Reimbursement Guidelines

It is the direct responsibility of Kentucky Emergency Management (KYEM) staff and any entity requesting reimbursement from the Kentucky Division of Emergency Management to be familiar with these reimbursement guidelines and specific grant requirements. These guidelines should be shared as necessary with vendors, support individuals (i.e. other staff or invitees in travel status), and staff to ensure correct submission of proper documentation required for grant program reimbursements.

Sub-recipients must meet all reimbursement requirements contained herein. Non-compliance may result in denial of reimbursement request(s).

Grant program expense reimbursement requests must be approved by KYEM and must comply with applicable local, state, and federal laws, regulations, policies, procedures, and agency or program guidelines. These guidelines are not all encompassing and issues not specifically addressed will be reviewed on a case-by-case basis to ensure compliance with existing KYEM, Department of Military Affairs (DMA), and state and Federal guidelines, regulations and laws.

In addition; to be allowable under Federal grant awards, costs must meet the following general criteria:

1. Be necessary and reasonable for proper and efficient performance and administration of the applicable award or grant
2. Be allowable and allocable under the grant guidelines
3. Be allowable under the provisions of 2 CFR Part 200 and conform to any limitations or exclusions set forth therein

All disbursement and reimbursement requests processed by KYEM must comply with the following guidelines:

1. All required supporting documentation must be included when reimbursement requests are submitted. Reimbursement requests are considered initially submitted when received electronically (uploaded to SharePoint, scan, fax, email). Notification of submission is requested to KYEM program Point of Contact (POC) by the sub-recipient to ensure the documentation is received. All hard copy submissions are considered initially submitted when received and date/time stamped.

Please note this process will assist with determining the 30 day payment period as is required in 2 CFR 200.305. Re-submissions due to improprieties will re-start the tracking period for payment.

2. Supporting documentation must be uploaded to the appropriate program location in SharePoint when applicable.
3. Reimbursement requests must include required signatures.
4. If supporting documentation does not clearly identify the purpose or description of the item or service being purchased, then clarification should be provided with the invoice.
5. Documentation must be complete and understandable to an independent third party without additional information or explanation.
6. All Personally Identifiable Information (PII), such as social security number and date of birth, should be omitted/redacted (blacked out or whited out) from all support documentation before being submitted to KYEM.
7. All disbursement transactions must be accompanied by an invoice or receipt that is legible and complete. An invoice or receipt must include the following information to be complete and considered for reimbursement:

Receipts

Will contain the following information:

1. Name and address of the vendor or establishment providing the product or service
2. Date the product or service was provided
3. Itemized description of all products or services
4. Unit price of products or services (if applicable)
5. Total amount charged
6. Kentucky Sales Tax is not normally reimbursable

Invoices

Will contain the same information as a receipt and include:

1. Vendor/Payee invoice number, account number, and any other unique meaningful identifying number
2. Invoices submitted must include vendor name, address, and telephone number
3. Services such as mowing or cleaning must include a complete invoice.
4. Quotes, bids, proposals, or prepaid invoices are not acceptable for reimbursement or advance payments. Statements are generally not acceptable for reimbursement.
5. Invoices must be a legible COPY of the original
6. Invoices must be complete when received from the provider of the service. In the unusual event that a piece of required information is missing (page numbers or contact information), the required information must be annotated with the appropriate missing information and signed (or full initials) and dated by the person attesting to the validity of the invoice.

Additional or Program Specific Documentation

Additional documentation may be required based on specific program guidance. These documents must be posted on SharePoint, if applicable. For example:

- The CSEP Program requires a signed Master Agreement Invoice Form 1801 (with CSEPP budget approval)
- The EMA and CSEP programs require the submission of a signed KYEM Form 160.

KYEM FORMS 152 and 153 for CSEPP and EMA PROGRAMS ONLY

No later than July 15th of each year, or as necessary for updates, county treasurers and County Emergency Management Directors or County Judge Executives will be asked to provide to KYEM complete and updated forms 152 and 153 which provide county and program-specific information that will assist KYEM in the review of reimbursement requests. Items which will be reported on these forms will include but are not limited to: personnel and the percentage of their county employment to be reimbursed under the grant; lease arrangements; policies regarding travel and cell phones; identification of program-specific vehicles and equipment; cost allocations for office space, utilities, copiers, internet connectivity, fax machines, cellular and landline phones, use of general services (mowing, cleaning) and any other information that may facilitate review.

GENERAL BACKUP DOCUMENTATION GUIDELINES FOR SPECIFIC TYPES OF EXPENDITURES

Cost Shares or Cost Allocations

Cost reimbursement for shared facilities, utilities, telephone bills, partial salaries, vehicles, and services must be indicated on the Form 152/153 as the established cost share percentage for the program and the actual amount due must be indicated on the front of the source document submitted for reimbursement. Example: Total Utility Bill is \$100.00. Program occupies 25% of the building. Cost Share of the utility bill is 25%. Total reimbursement due for the utility expense is \$25.00

1. Must provide a copy of the invoice showing the total amount due
2. Proof of payment –(See definition)

Facility and Land Leases

1. Copy of Lease Agreement must contain:
 - a. Names of landlord and lessee
 - b. Dated signatures of both parties
 - c. Length of lease
 - d. When rent/lease payments are due
 - e. Lease amount

- f. Agreement regarding utilities and maintenance responsibilities
- g. Address of leased property
- 2. Proof of payment –(See definition)

Equipment and Copier Leases

- 1. Invoice from provider
- 2. Indicate the location of the copier and the program it supports
- 3. Proof of payment –(See definition)

Office Communications (phones, cell phones, fax, internet)

- 1. Complete copy (all pages front and back) of original bill (see Special note below)
- 2. Indicate the supported program and location of the phone, fax, internet connection, or person to whom the cell phone is issued
- 3. Proof of payment –(See definition)

Special Note: Submit only the pages of the invoice that are applicable (total amount invoiced, vendor information, pages showing the actual amounts claimed for reimbursement), unless additional pages are necessary for clarification. Retain full bill at sub-recipient level for audit review.

Special Note: Specify on Forms 152/153 if the county issues cell phones or reimburses all or a portion of a personal cell phone cost

Special Note: Reimbursement of a Personal Cell Phone

- 1. If possible, establish a flat rate policy OR highlight applicable charges
- 2. Copy of the invoice
- 3. Proof of payment to employee for cell phone invoice – (See definition of proof of payment.)

Administrative Support (Non Payroll, Program Specific and Allowable)

- 1. Cost per hour of compensation and how this rate was determined (i.e. average of salaries, specific salary rate, lump sum)
- 2. Number of hours worked
- 3. Total cost of compensation
- 4. Timeframe and purpose
- 5. Timesheet, statement of hours, or time summary signed by employee and supervisor or appropriate designated official or designee
- 6. Proof of payment – (See definition)

Travel or Training (if allowed by grant program)

Travel reimbursement requests must be submitted in one, complete request per traveler, for each travel event, which includes all supporting documentation without split of expenses. (Do not put hotel on one request, then meals and mileage on another request.)

1. Complete and signed travel voucher, or sub-recipient statement with listing of all travel expenses to be reimbursed.
2. Hotel folio must reflect zero balance due, dates of stay, name, address and phone number of establishment, itemized charges, name of individual. If hotel charges were direct billed, this should be noted on each folio by authorized individual (i.e. supervisor, county treasurer) or online confirmation with proof of payment. (See Definition of proof of payment)
3. Meal receipts (unless paid under state per diem rates) must be itemized, legible, and complete. Tips are limited to 20% of total amount of meal. (See note on multi-person receipts)
4. Miscellaneous travel receipts include other reasonable, necessary and allowable expenses such as cab fare, rental car, gasoline, etc. These same miscellaneous expenses that are less than \$10 per item do not require itemized receipt but must be listed individually on the travel form. (Unless following county policy which states otherwise.)
5. Conferences and Meetings – Attendance by individuals requires an agenda or registration form or purpose of travel and authorization for travel approval by appropriate designated official or designee.
6. Air Fare Airline itinerary, boarding pass or tickets (including name, price, airline, destination, dates), and receipts for baggage fees (not just an online confirmation of reservation). If travel is not completed as specified and the change is at the request of the sub-recipient or traveler then the cost will be incurred by the sub-recipient.
7. Full and legible receipts for any reimbursement requests.
8. Receipts must be provided for fuel purchases reimbursed to the individual.
9. All reimbursements must be paid in accordance with the travel policy information provided on the Forms 152/153.

Special Note on Travel: Grant reimbursements that exceed the maximum allowed under state travel guidelines may require additional documentation.

Vehicle Mileage Reimbursements

1. All mileage must be reported on the "Mileage/Fuel Reimbursement Log" (attachment #1) which clearly identifies grant program mileage claimed, dates, vehicle identification, and purpose of travel.
2. All out-of-county mileage must be supported with mileage software (i.e. Google Map) or Map Quest directions.
3. Mileage will be paid at state rate unless provided for differently in local policy.

Program Hosted Events or Exercises

1. Agenda or official public notification of event that includes dates, location and event title/name
2. Registration List (if applicable)
3. Sign in sheets which contain dates, event, title, location, instructor name, and attendee signatures or initials
4. Meal receipts (if meal is approved per attached General Policy Statement-Food and Beverages)
5. Itemized receipts for any other program allowable purchases for event or exercise

Maintenance or Repair of Equipment (if allowed by grant program)

1. Copy of invoice
2. Indicate the specific equipment receiving maintenance or repair (inventory or serial number) and the equipment's location
3. Any notes or explanation necessary to justify the repair expense
4. Proof of payment –(See definition)

Fuel

1. All mileage must be reported on the "Mileage/Fuel Reimbursement Log" (attachment #1) which clearly identifies grant program mileage claimed, dates, vehicle identification, and purpose of travel.
2. Fleet bill or other fuel invoice – Submit copy of invoice with applicable charges, number of units, and price per unit noted. Ensure the copy of the receipt is legible and specified charges are highlighted.
3. Clearly identify the vehicle associated with the fuel charge by make, VIN or license tag number. (Must be included on form 152/153.)
4. Proof of payment –(See definition)

Utilities

1. Copy of the original invoice
2. Location of service (if not already noted on invoice)
3. Proof of payment –(See definition)

Special Notes on Utilities and Leases;

1. If the program is the only occupant in a separate facility, the utility bill will be sufficient to determine the reimbursable amount. However, if the program shares a facility with another agency, only the percentage of square footage occupied by the sub-recipient or element is eligible for reimbursement.
2. This split/cost allocation information will be reported on the form 152/153. For example: EM occupies half of the building (50%), CSEPP (25%), and 911 (25%).

Office Supplies and Other Allowable Expenses:

1. Copy of itemized invoice

2. Purpose of the expense
3. Proof of payment –(See definition)

SALARIES and BENEFITS

In accordance with federal regulations 44 CFR Part 13.20(b)(6) - *Standards for Financial Management Systems (Source documentation)* and 2 CFR 200.430(i) - *Standards for Documentation of Personnel Expenses* and OMB CIRCULAR A-87 Attachment B Section 8(h) - *Support for Salaries and Wages*, the documentation requirements for personal service compensation necessary to receive reimbursement from any federal grant shall be:

1) Daily work hours for each pay period are to be recorded by the sub-recipient on the KYEM form, "Time and Attendance Report" (attachment #2). This form will account for ALL total activity for which the employee is compensated including hours coded to vacation, sick, etc.

- The sub-recipient must allocate total activity hours to the appropriate funding source (i.e. EMA, CSEPP, sub-recipient, etc.) in which hours are worked.
- The "Time and Attendance Report" must reflect an after-the-fact distribution of the actual activity of each employee.
- The "Time and Attendance Report" must coincide with the actual pay periods of the sub-recipient.
- The "Time and Attendance Report" must contain the rate of pay for the employee.
- The "Time and Attendance Report" must be signed by the employee and must be certified correct by signature of the proper authority (i.e. Supervisor, Treasurer, County Judge Executive or designee, etc.) for that sub-recipient.
- The "Time and Attendance Report" must be supported through attachment of the employee's actual time sheet prepared by the sub-recipient for the purpose of issuing a pay check.
- Hours stated as worked on behalf of any Federal grant must match the distribution percentage submitted by the sub-recipient and approved by KYEM as contained in forms 152 and 153, if applicable.
- If the sub-recipient contracts with an individual to perform tasks funded by federal grants, the contract serves as the required documentation. A detailed "Time and Attendance Report" from the contracted individual is not required to be submitted for reimbursement.

2) Copy of the payroll register or payroll check with the pay stub attached or copy of payroll summary. This must show the pay period, net pay, withholdings, gross wages, and employer paid benefits. For most sub-recipients, the Payroll Register and Payroll Summary are payroll system-generated documents. For CSEPP and EMA claims, the calculation of benefits within the County's program will be addressed annually on forms 152/153 and will not need to be resubmitted unless something changes in the County's administrative or fiscal program or in the county's fiscal year.

3) Submit, if applicable, program/grant-specific salary reimbursement form, i.e. KYEM Forms 160 and 1801.

Special Notes on Salaries: -

1. Supporting documentation for proof of payment of employer's match for retirement, insurance, FICA, Medicare is not required if reflected on the paystub, payroll summary or payroll register
2. If claiming employer paid benefits, which are not reflected on the Employee Wage/Tax Deduction History Summary or any other Payroll Report, as a county-paid benefit; proof of payment must be in the form of a cancelled check, acceptable payment register, or bank statement reflecting payment and references to covered benefit period.
3. In the event a sub-recipient receives an audit finding in reference to any payroll issues, the sub-recipient will be required to provide additional supporting documentation for all payroll reimbursements until the sub-recipient receives a clean audit opinion regarding these issues.
4. Justification must be provided for any request for reimbursement of personnel overtime. The justification may include but not be limited to:
 - a. Proof of attendance at meeting, training etc.
 - b. Written documentation of the tasks performed during the overtime period
 - c. Proof of program/grant allowability
 - d. Supervisor and/or KYEM approval of overtime
 - e. All other required documentation for salary reimbursement.

NOTES, CLARIFICATIONS and DEFINITIONS

Reference Sources:

- Finance Cabinet Pre-Audit eMARS User's Manual
- Finance and Administration Policies
- Department of Military Affairs Internal Control SOP#601
- 2 CFR Part 200
- 2 CFR Part 225 Cost Principles for State, Local, and Indian Tribal Governments (formerly OMB Circular A-87)
- 44 CFR Part 13 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government
- KRS and KAR

Notes and Clarifications

1. These procedures cannot be all encompassing and issues not specifically addressed will be reviewed to ensure compliance with existing program, Kentucky Emergency Management (KYEM), Department of Military Affairs (DMA), State and Federal guidelines, regulations, and laws.
2. Not all reimbursable expenses are contained within these guidelines.
3. Not all listed expenses are reimbursable for every grant program.
4. Specific questions should be directed to the appropriate KYEM program staff for clarification.
5. All reimbursement requests must include proof of payment and a copy of a legible receipt or invoice, or other necessary support documentation.
6. Invoices and receipts must be itemized. Credit card receipts are not itemized and therefore are not acceptable as a standalone receipt.
7. Improper or inadequate (non-itemized, illegible, partial, etc.) documentation will be rejected and returned.
8. When travel involves multiple personnel, reimbursement documentation must be for individual expenditures. An exception is group lodging of four (4) or more rooms which was paid as one (1) bill. (Lodging folios must be in each individual's name.) Meal receipts must be individual unless there is a clear and noted separation of charges for each person, or a clear statement of number of guests. (Notation must be made on which individuals are part of the total.) Only charges for allowable travelers can be combined.

9. If combining personal travel with business travel, a statement must be provided that no personal expenses have been included in the request for reimbursement and travel time reflects only what was required for the program purpose.
10. Counties must state on their Forms 152/153 if they will adopt the State travel policy and per diem rates per 200 KAR, or if they will follow their own written and approved county travel policy. This process will remain in effect for the entire fiscal year or grant period unless a revised form 152/153 is provided by the county and accepted by KYEM. This process cannot be randomly adjusted for individual reimbursement requests.
11. Any portion of a sub-recipients policy that is less restrictive than State Policies, Program Guidelines, or Federal Laws and Regulations may not be honored for grant reimbursement requests. Sub-recipient policies that do not mirror state policies should be submitted to the applicable KYEM program for review and eligibility determination. Once reviewed, policies must be resubmitted only if revised.
12. Any calculations such as pro-ratio, percentages, cost allocations, etc. should be clearly identified and understandable to a third party and fully identified on Forms 152/153, if applicable.
13. In the event that a document will not legibly copy, one of the following MUST apply for reimbursement to occur:
 - a) The complete and legible original document is presented to KYEM, or
 - b) The fiscal officer (i.e. treasurer, city clerk, bookkeeper, etc.) makes a copy or scan of the original and complete document. This original document must be fully legible, retained for audit, and the fiscal officer must make explanation notes on the document copy (but not on the original document) of the unclear items. There must be enough original information legible on the copy submitted to KYEM so that the fiscal officer is only making minor notes, not recreating the document, or any main area of the document, i.e. writing in the full vendor information, or amounts. Notes, inputs, explanations or information written onto a page with a document copy should be signed by or have full initials of the individual making the entry and thus certifying its authenticity, and should not redact or otherwise obscure any original information.
14. Altered documents are not acceptable. Altering includes changing, removing or adding an amount, date, vendor, service or product description, etc., or redacting (blacking out, whiting out or removing) something on the original document. Writing on a document to provide clarification is not considered altering if all of the original information remains legible and unchanged, and if signed (or full initials) and dated by person performing the edits.
15. Do NOT include any Personal Identifiable Identification (PII) such as social security number, date of birth, etc.

16. It is the sub-recipient's responsibility to ensure that proper lines of authority sign off, approve and submit the appropriate paperwork for the reimbursement.
17. All written clarification or notations whether submitted as part of a document or as a separate document, must be signed (or full initials) and dated by an individual authorized to provide the information or make the edits.
18. Final decision of the allowance, reasonableness, and allocation for reimbursement purposes, will be made by appropriate staff of Kentucky Emergency Management (KYEM) and/or staff of Department of Military Affairs (DMA).
19. All grant disbursements are subject to post reimbursement reviews by KYEM, DMA, state auditors, federal grantors, or others and may be subject to further requirements such as but not limited to additional documentation or refunds by sub-recipient of grant funds.
20. Audit findings may result in delay or denial of any or all future and/or pending federal grant reimbursements until the finding has been resolved.
21. Sub-recipients shall be notified of immaterial changes in reimbursable amounts (i.e. sales tax, mathematical errors, etc.). Sub-recipients will have 72 hours in which to protest.

Definitions:

Allowable - Permitted per programmatic guidelines.

Itemized Receipt - Documentation provided by a vendor that contains the following detailed information: name of vendor, address, phone number, description of item, quantity, date, unit price (if applicable), and total amount.

Legible - Clear enough to be read when received by KYEM. Be cognizant of copy quality.

Proof of Payment - In all cases a copy of the cancelled check is the preferred method, however proof of payment in the form of an acceptable system-generated itemized check summary, payment register, or bank statement (to include thumbnail of cancelled checks, if provided) reflecting an ACH or EFT payment is also allowable. All proof of payment forms must also include payee name and amount of payment. Proof of payment forms must also reference or directly reflect the invoice number or bill to be paid, or the invoice or bill should reflect the payment method and identifying number. (ie EFT, ACH or check number and corresponding date written on copy of the invoice.) Any written notations must be dated and signed by or full initials of person making the notation.

Receipt - A printed acknowledgement of payment received which provides the name and location of the establishment, an itemized list of the goods or services provided, the date of the transaction and the amount paid. (Credit card receipts do NOT meet this requirement and are not acceptable.)

Reasonable – A standard for what a prudent person would consider fair, appropriate, and not excessive in usual and ordinary circumstances. (i.e. is the cost of meal ordinary, is a rental car required or is public transportation more economical, is personal mileage necessary or is carpooling available, etc.)

Sub-recipient – A non-federal entity that receives a sub-award from a pass-through entity to carry out part of a federal program.

MONTH: _____ YEAR: _____

MILEAGE RATE:

[illegible]

OTHER Total Miles _____ X Mileage Rate _____ = Total Mileage Amount Claimed \$ _____

_____/_____
County Judge Executive (or Designee) Signature / Date

VEHICLE MILEAGE REIMBURSEMENT LOG

Overview

This log is to be completed and submitted when a program is seeking mileage reimbursement; primarily when a subrecipient-owned vehicle is used for program activities and the program is seeking reimbursement from the state. A second situation would be if a program (such as Emergency Management or CSEPP) uses a county vehicle, not belonging to the program, and the program is seeking mileage reimbursement. A third situation is when an employee is authorized to use their personally-owned vehicle (POV) for program business and the program paid the employee and is now seeking reimbursement.

Key Points for Proper Submission

- If the vehicle belongs to one particular program, submit one mileage log for all of that vehicle's mileage with main driver's signature at the bottom
- If the vehicle is used by multiple programs (i.e. CSEPP and EMA) or is a POV, submit one log for all mileage with program use noted in "purpose/location". Calculate "Total Mileage Amount Claimed" for each individual program's (EMA, CSEPP, etc.) usage (mileage X rate) and include main driver's signature.
- If an employee has been paid for mileage or fuel associated with their personally owned vehicle (POV), proof of payment to the employee must be submitted with the reimbursement request
- Indicate if the reimbursement for travel is in keeping with the adoption of the state's travel policies or the subrecipient's own travel policy
- If the mileage is associated with an event like a training, conference or a meeting the subrecipient must maintain documentation within its premises, attached to the appropriate mileage log, which indicates proof of attendance. Acceptable documentation includes but is not limited to any of the following; agenda, registration form, sign-in sheet, authorization.
- If the reimbursed miles are for an out-of-county trip please include mileage software (i.e. Google Map) or Map Quest directions which confirms the number of miles driven.
- Compute the total mileage amount claimed by each program at the bottom of the form
- When the form has been completed, obtain the required signatures, attach any applicable supporting documentation, and submit for reimbursement

Reminder: This Log should be used to report subrecipient owned, POV and pool vehicle mileage.

SEE EXAMPLE ON REVERSE

TIME AND ATTENDANCE REPORT
LOCAL EMERGENCY MANAGEMENT AGENCY



Jurisdiction Name: _____
 Staff Member Name: _____
 Pay Period Covered: (MM/DD/YY) to (MM/DD/YY) _____

Date of Warrant/EFT: _____
 County Warrant #: _____

RECORD OF HOURS	TOTAL BY HOUR TYPE FOR PERIOD	DATE OF MONTH											
Paid Attendance Hours													
Normal Day Hours EMA													
Normal Day Hours CSEPP													
Normal Day Hours Other													
Overtime Hours													
Overtime Hours EMA													
Overtime Hours CSEPP													
Overtime Hours (Emergency-Subject to PW)													
Overtime Hours Other													
Absence Hours Charged to													
Annual Leave (Vacation)													
Sick leave													
Compensatory Leave													
Other													
TOTALS													

I, the undersigned, declare under penalty of perjury that I have examined this document, including all supporting documents, and certify that attendance, overtime and absences are correct, used for the preparation of payroll and support the identified grant programs in accordance with Federal award agreements.

Employee Signature _____ Date _____

Pay Rate _____ Per _____
 (Month, Week, Hour)

Certified Correct _____ Date _____



FOR OFFICIAL USE ONLY

Grant Distribution Percentage per this Report must support
 the Distribution Percentage submitted with Form 152/153.

Grant Distribution % _____

INSTRUCTIONS FOR COMPLETING TIME AND ATTENDANCE REPORT

1. Write in all required information at the top of the form.
2. Write in each date of the month (month indication is not necessary) within the pay period under "DATE OF MONTH".
3. Write in all hours worked in the column corresponding to the "DAY OF MONTH" for each day hours are worked according to each work activity type or leave identified in the three sections under "RECORD OF HOURS".
4. Compute total hours each pay period by work activity type and leave taken in the column "TOTAL BY HOUR TYPE FOR PERIOD".
5. Compute total hours worked each day (from "DAY OF MONTH" columns) on the bottom row, "TOTALS". Compute total hours for all work activity types and leave taken on the bottom row "TOTALS", for hours shown in the "TOTAL BY HOUR TYPE FOR PERIOD" column.
6. Verify that the total hours computed in the "TOTAL BY HOUR TYPE FOR PERIOD" column matches the total of per day hours within the "DAY OF MONTH" columns.
7. Verify that the Time and Attendance Report recorded hours match those hours recorded on the localities official time sheet.
8. Write in pay rate per month, week or hour.
9. Employee must sign and date the Time and Attendance Report after reading the declaration above "Employee Signature".
10. Proper local authority must certify the Time and Attendance Report to be correct through signature and date.



General Policy Statement-Food and Beverages

The use of federal funds to provide food and/or beverages at a training session, meeting, or conference is allowable subject to the conditions stated below:

Food and/or beverages are provided to participants at training sessions, meetings, or conferences that are allowable activities and budgeted.

Expenses incurred for food and/or beverages and provided at training sessions, meetings, or conferences must satisfy the following:

1. The food and/or beverages must be for an allowable activity where leaving the training/exercise site, meeting, or conference location would delay or prevent entity from achieving goals and objectives for the event as outlined in the agenda.
2. The cost of the food and/or beverages is considered to be reasonable, as outlined in the eligibility statement listed above.
3. The food and/or beverages provided are for an allowable activity, as outlined in the eligibility statement listed below.
4. The food and/or beverages provided are not related directly to amusement and/or social events. (Any event where alcohol is being served will be considered a social event.)

Anyone receiving per diem allowances or reimbursements who attends any event at which food and beverages are provided must deduct the allowance for these provided meals from his/her per diem allowance.

Unallowable Costs

Unallowable costs include, but are not limited to, the following:

- Costs directly related to entertainment
- Costs directly related to the purchase of alcohol
- Costs for snacks
- Costs for food/beverages during event breaks

Firearms?

Eligibility Requirements and Procedure for Reimbursement of Food and/or Beverage Expenses

If there is a training session, meeting, or conference in accordance with the General Policy Statement above involving management and administration, planning, training, or exercise activities associated with the implementation of a federal grant funded event, the following must occur in order for the sub-recipient to receive reimbursement for the expenditure:

Prior to Event:

1. Sub-recipient must request approval from the program or grant manager via email or other written communication prior to the event for which the food and/or beverage

reimbursement is being sought. The program or grant manager will request approval from one of the KYEM Assistant Directors. Include in your request the following information:

- a. Documentation explaining the reason for the purchase, justification of need and proof that they benefit the program.
- b. Copies of the line item for the federal grant showing meals or lunches are an allowable expense.
- c. The date and address of the event, plus a copy of the agenda for the meeting or training.
- d. Estimated head count of the participants and institution they represent.
- e. Estimated cost of the food and/or beverages.

2. Proper approval is required before ordering of food and/or beverages.

After Event:

1. A complete and itemized invoice or bill must be provided from the establishment that provided the food and/or beverages, or a detailed itemized receipt for purchases. Invoices, bills, and receipts must include name, address and telephone number of vendor, the date of service or purchase, the location of service (if applicable), an itemization of charges and total amount of charges. If a bill or invoice, must also include name of entity being billed.
2. An attendance sheet must be presented that includes name, dates, location and any other identifying information for the meeting, training, conference. This sheet must include names, titles/employer, email, and signature of all participants and instructors.
3. An agenda (or written and distributed announcement) must be provided and include name, date, location and schedule of event.
4. Food and/or beverages provided per documented attendee shall not exceed the per diem allowance as outlined in the Commonwealth of Kentucky and DMA/KYEM travel guidelines, or in the county policy if it has been submitted to and approved by KYEM as required.

NOTE: If meal count is overestimated but cost remains within per diem rates based on total number of properly documented attendees, no further action is required. However, if meal count is overestimated and cost exceeds the per diem rate for total number of properly documented attendees then a reasonable explanation of the overestimation and/or a signed statement of the disposition of excess food must be provided. Reasonableness will be reviewed and determined by all levels of audit examination.

Exception to the Policy

If there is an extenuating circumstance that would prevent a sub-recipient from adhering to this policy or where the per diem rates must be exceeded, the sub-recipient must request in writing to the program or grant manager for an exception prior to the procuring of any food and/or beverages. The program or grant manager will seek approval from one of the KYEM Assistant Director's as stated above.

- ♦ Construction of new decks or porches
- ♦ Any improvements for purely aesthetic reasons, unless required by the EHP compliance review
- ♦ Costs to replace or repair utility service components that are undersized, inadequately designed, or unsafe, unless required by code (except utility rooms noted as eligible costs)
- ♦ Exterior finish on the exposed foundation of the elevated building, unless required by EHP compliance review and or local code
- ♦ Additional landscaping for ornamentation beyond what existed on the site prior to construction of the project (e.g., trees, shrubs)

A. Materials

Item	# of Units	Cost per Unit	Total Cost
Site prep and debris removal	1	\$6,000.00	\$6,000.00
Elevate existing structure	1	\$33,450.00	\$33,450.00
Construct new foundation wall, footing, piers	1	\$37,100.00	\$37,100.00
Replace existing porch w/ 10X12 deck	1	\$3,850.00	\$3,850.00
New 5x5 deck to elevate existing HVAC unit	1	\$2,200.00	\$2,200.00
Elevate existing front porch: replace 2 stairs & posts	1	\$12,300.00	\$12,300.00
Site earthwork (elevating/sloping of yard)	1	\$24,600.00	\$24,600.00
Downspouts and foundation drains	1	\$2,600.00	\$2,600.00
Sub Total Materials:			\$122,100.00

B. Labor (Include equipment costs -- please indicate all "soft" or in-kind matches)

Description	# of Units	Cost per Unit	Total Cost
Structural engineering reviews	1	\$6,957.50	\$6,957.50
Surveys and site plans	1	\$6,200.50	\$6,200.50
On-site engineering supervision	1	\$8,795.00	\$8,795.00
Sub-Total Labor			\$21,953.00

(All construction-related labor costs are included in construction costs.)

Fees Paid Include any other costs associated with the project

Description of Task	# of Units	Cost per Unit	Total Cost
Building permit	1	\$315.00	\$315.00
Electrical permit	1	\$177.50	\$177.50
Displacement costs (for 90 days)	1	\$4,195.00	\$4,195.50
New elevation certificate	1	\$1,202.50	\$1,202.00
Bid for project in 2 area newspapers	1	\$2,777.50	\$2,777.50
Historical survey (pre-award if needed)	1	\$1,832.50	\$1,832.50
Archaeological survey (pre-award, if needed)	1	\$5,250.00	\$5,250.00
Phase I Design	1	\$8,000.00	\$8,000.00
Sub Total Fees:			\$53,750.00

Phase I Total Costs: \$38,000.00

Phase II Total Costs: \$159,803.00

Total Estimated Project Cost \$197,803.00

C. Funding Sources

The maximum Federal share for HMGP projects is 75%. The other 25% can be made up of State and Local funds as well as in-kind services. HMGP funds may be packaged with other Federal funds, but other Federal funds (except for Federal funds which lose their Federal identity at the State level -- such as CDBG, ARS, HOME) may not be used for the State or Local match.

Estimated FEMA Share \$178,022.70 90 % Of Total

Non-Federal Share

Estimated Local Share \$10,285.58 5.2 % Of Total
(Include In-Kind Value)

List Funding Sources Homeowner

Estimated State Share \$9,494.54 4.8 % Of Total

E. Project Milestones

List all major timeline milestones for the project:

Milestone	Number of Days to Complete
<i>[e.g. Demolition of 6 structures and removal of debris]</i>	<i>14 days</i>
Master Agreement with State	150 days
Phase I Design	205 days
Bidding Process	90 days
Obtain building and electrical permit	45 days
Mobilizing equipment	30 days
Rigging house	30 days
Lifting house	30 days
Construction footer	30 days
Constructing foundation walls	45 days
Demobilizing equipment	14 days
Completion of the project (deck(s), construction, earthwork, etc.)	234 days
Obtain Certificate of Occupancy	30 days
Obtain new elevation certificate	42 days
Project Closeout/Final Payment	120 days
TOTAL	1095_DAYS

12 PERKINS-ASHCRAFT ROAD RESIDENTIAL ELEVATION PROJECT Richmond, KY

Owner
Madison County Emergency Management Agency
505 South Westland Drive
201 Michels Drive
Vernonia, KY 40475
(606) 824-4787



INDEX OF DRAWINGS

GENERAL SHEETS	
Cover Sheet	G-1
General Notes and Master Legend	G-2
PLAN SHEET	
Plan Sheet	C-1
DETAILS SHEETS	
Porch and Grading	D-1
ADA Compliant Ramp	D-2
Ramp Framing Details	D-3
STRUCTURAL DETAILS	
Structural Notes	S-0
Foundation and Framing Plan	S-1
Masonry Details	S-2

PLANS PREPARED BY:
SUMMIT ENGINEERING, INC.



3205 SUMMIT SQUARE PLACE
LEXINGTON, KENTUCKY 40509
(859) 264-9860

PROJECT AREA



Project No. 1609-001
Permit Number 11-100
Date Plotted 6/6/2014

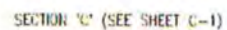
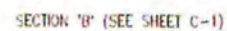
2014

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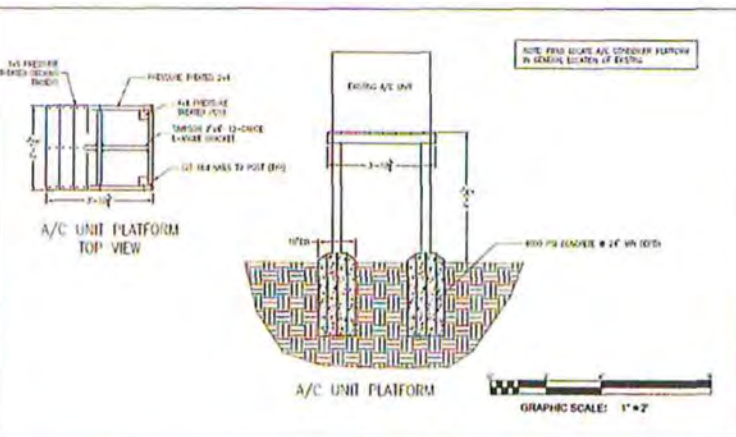
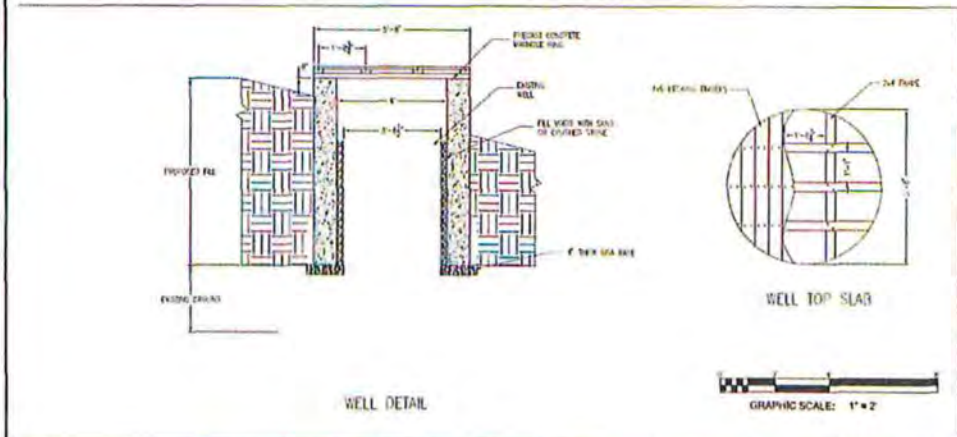
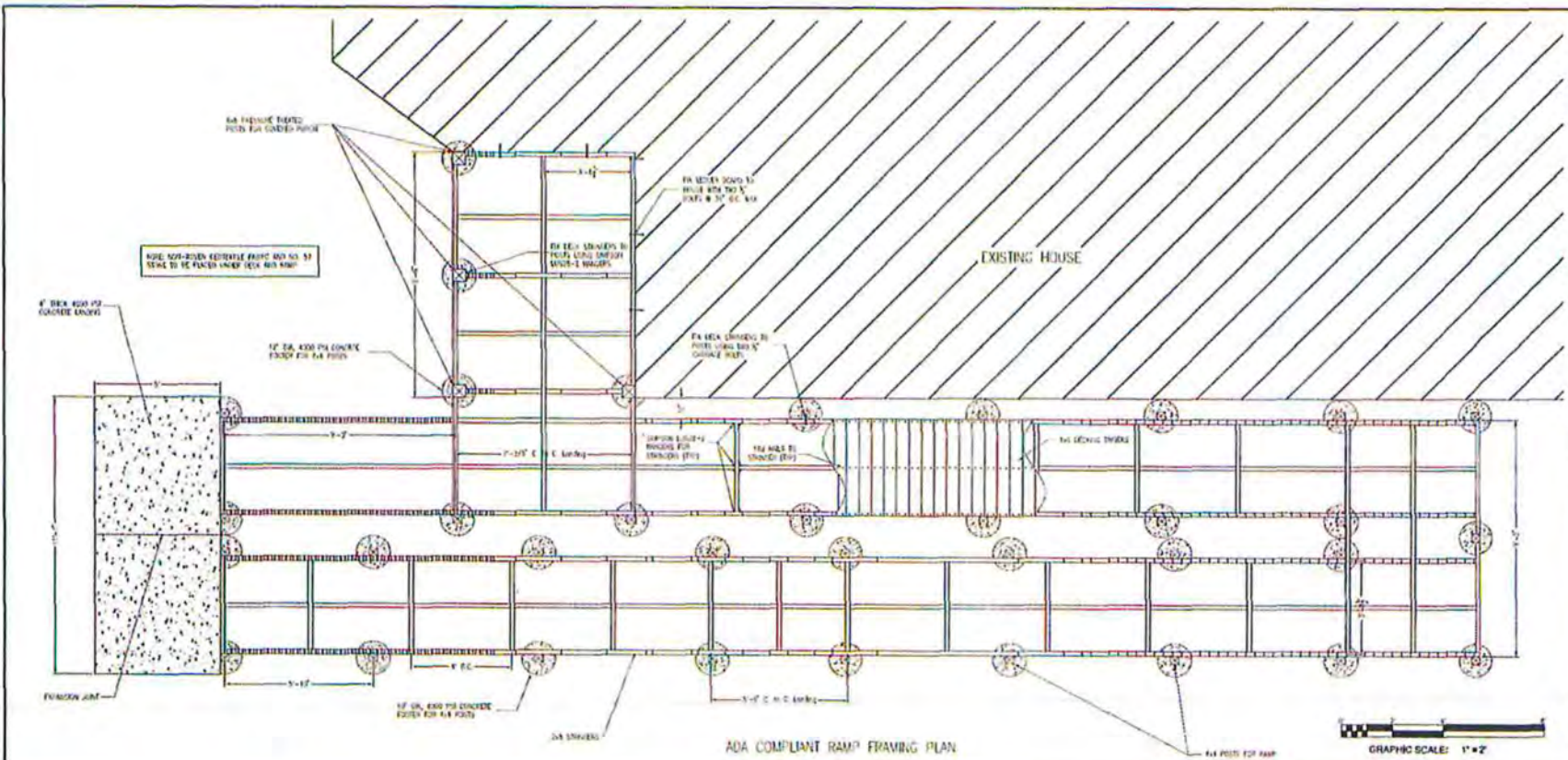
At the bottom of the page, there is a small section titled "References" which lists several sources. The references are:

- 1. *Journal of the American Medical Association*, 1978; 239: 1000-1001.
- 2. *Journal of the American Medical Association*, 1978; 239: 1000-1001.
- 3. *Journal of the American Medical Association*, 1978; 239: 1000-1001.
- 4. *Journal of the American Medical Association*, 1978; 239: 1000-1001.
- 5. *Journal of the American Medical Association*, 1978; 239: 1000-1001.
- 6. *Journal of the American Medical Association*, 1978; 239: 1000-1001.
- 7. *Journal of the American Medical Association*, 1978; 239: 1000-1001.
- 8. *Journal of the American Medical Association*, 1978; 239: 1000-1001.
- 9. *Journal of the American Medical Association*, 1978; 239: 1000-1001.
- 10. *Journal of the American Medical Association*, 1978; 239: 1000-1001.

[illegible]



GRAPHIC SCALE: 1" = 2'



SUMMIT ENGINEERING, INC.	
DATE:	DESCRIPTION OF REVISION:
Madison County Emergency Management 505 South Townsend Drive Richmond, KY 40453 Peppers-Asphalt Road Residential Elevation Project Ramp Framing Details	
DATE:	SCALE:
DRAWN BY:	CHECKED BY:
PROJECT NO.:	SHEET NO.:
D-3	

[illegible]

1. 下列各句，没有语病的一句是（ ）
A. 在《红楼梦》中，曹雪芹通过细腻的心理描写，刻画了贾宝玉、林黛玉等人物形象。
B. 通过这次活动，使我们增长了见识，开阔了眼界。
C. 他不仅会唱歌，而且会跳舞，还会画画。
D. 这本书不仅内容丰富，而且装帧精美，深受读者喜爱。

2. 下列各句，没有语病的一句是（ ）
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D. 这本书不仅内容丰富，而且装帧精美，深受读者喜爱。

1. 在下列各句的空格处填入适当的冠词，并说明理由。
 (1) _____ day is _____ day of the year.
 (2) _____ day is _____ day of the year.
 (3) _____ day is _____ day of the year.
 (4) _____ day is _____ day of the year.
 (5) _____ day is _____ day of the year.
 (6) _____ day is _____ day of the year.
 (7) _____ day is _____ day of the year.
 (8) _____ day is _____ day of the year.
 (9) _____ day is _____ day of the year.
 (10) _____ day is _____ day of the year.

[illegible][illegible]

1. 在“数据”菜单下，选择“数据有效性”，在弹出的“数据有效性”对话框中，选择“数据源”选项卡，在“数据源”列表框中，单击“数据源”按钮，在弹出的“数据源”对话框中，选择“数据源”列表框中的“数据源”，单击“确定”按钮。

[illegible][illegible]

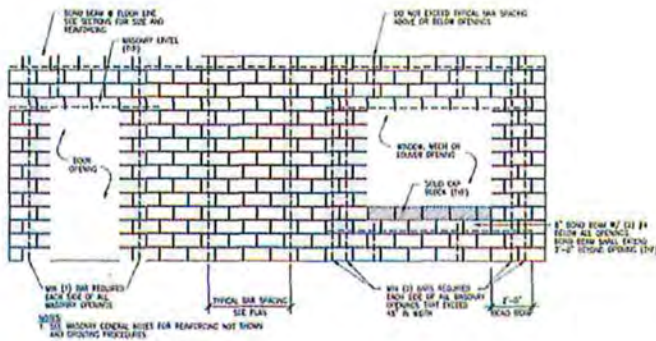
participe	valor em reais
01	8
02	7
03	10

[illegible]

1. 下列各句，加粗的词语使用正确的一项是（3分）
A. 他为人处事，总是**不假思索**，所以大家都喜欢和他交往。
B. 他为人处事，总是**不假思索**，所以大家都喜欢和他交往。
C. 他为人处事，总是**不假思索**，所以大家都喜欢和他交往。
D. 他为人处事，总是**不假思索**，所以大家都喜欢和他交往。

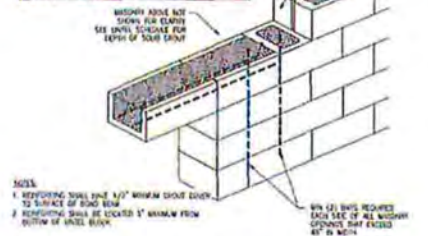
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	FIBER OPTIC		ACTIVE CABLE / ENGINEERED FIBER
	COATED CABLE		COAXIAL

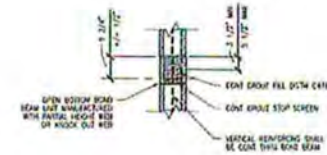


TYPICAL MASONRY WALL REINFORCING DETAIL
NOT TO SCALE (WALL & MASONRY UNITS)

LINTEL SCHEDULE			
WALL	DEPTH	STEEL REINFORCING	BAR REINFORCING EACH SIDE OF OPENING
W-6	6"	(2) #4	(2) #4
W-12	12"	(2) #4	(2) #4

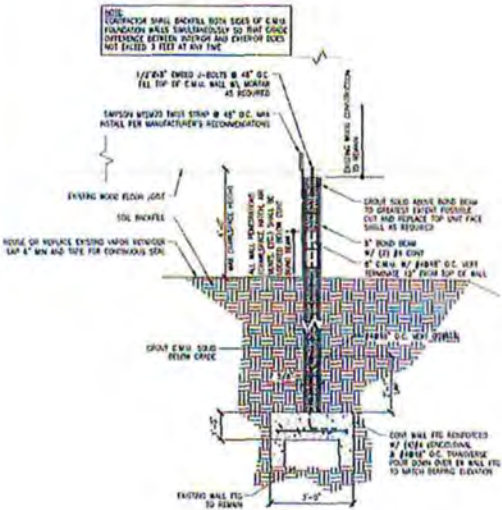


TYPICAL MASONRY LINTEL BEARING DETAIL
NOT TO SCALE

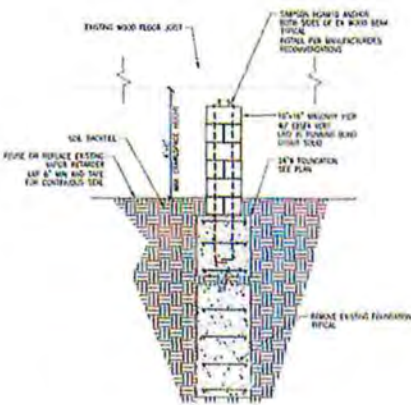


1. REINFORCING STEEL SHALL BE 1/2" MINIMUM GROUT COVER TO SURFACE OF BOND BEAM.
2. REINFORCING SHALL BE LOCATED 1" MINIMUM FROM BOTTOM OF LINTEL BEAM.
3. REINFORCING SHALL BE 1/2" MINIMUM GROUT COVER TO SURFACE OF BOND BEAM.
4. REINFORCING SHALL BE 1/2" MINIMUM GROUT COVER TO SURFACE OF BOND BEAM.
5. REINFORCING SHALL BE 1/2" MINIMUM GROUT COVER TO SURFACE OF BOND BEAM.

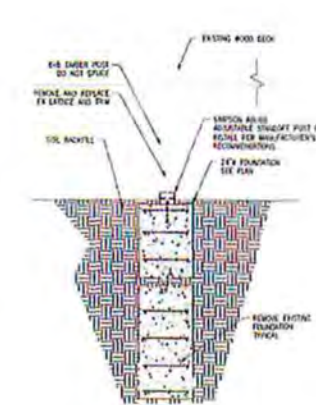
TYPICAL C.M.U. BOND BEAM DETAIL
NOT TO SCALE



SECTION A-A
1/2" = 1'-0"



SECTION B-B
1/2" = 1'-0"



SECTION C-C
1/2" = 1'-0"



This represents the end of the Official Resolution.

The remaining pages are supporting documentation collected through the process and were deemed important for historical reference.

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2024-41**

**A RESOLUTION TO APPROVE AN AMENDED AGREEMENT BETWEEN JOHN WADE
OF 12 PERKINS ASHCRAFT ROAD, RICHMOND, KENTUCKY, AND THE MADISON
COUNTY FISCAL COURT FOR A HAZARD MITIGATION GRANT PROGRAM PROJECT.
THIS RESOLUTION SUPERSEDES RESOLUTION 2021-133.**

WHEREAS, with the assistance of Madison County Emergency Management Agency, Mr. Wade is applying for a grant with the Federal Emergency Management Agency (hereinafter referred to as "FEMA") to raise his home above the flood plain level (hereinafter referred to as "the Project"), as originally contemplated and set forth in Resolution 2021-133, passed on December 14, 2021; and

WHEREAS, the terms of the Agreement as contemplated by Resolution 2021-133 have changed, in that reimbursement percentages from FEMA and from the Commonwealth of Kentucky have substantially changed, requiring modification of the parties' Agreement, as originally contemplated; and

WHEREAS, as part of said grant, the terms of the Amended Agreement state that FEMA will pay 90% of the allowed costs for the construction, the Commonwealth of Kentucky will pay 4.8% of the allowable costs, and Mr. Wade will pay the remaining 5.2% of the allowable costs; and

WHEREAS, Mr. Wade will also pay incidental costs, which are not considered allowable costs as part of the grant; and

WHEREAS, the County will not be required to contribute any of its funds to the Project; and

WHEREAS, the contemplated grant is a reimbursement grant in which the homeowner must first incur the expense and then submit an invoice, proof of payment and original receipt to the Fiscal Court; and

WHEREAS, Mr. Wade shall be responsible for procuring all materials and services required in connection with completion of the Project prior to seeking reimbursement for same; and

WHEREAS, Mr. Wade shall comply with all applicable State, Federal and Local laws in procuring all materials and services in connection with the Project, and to hold the County harmless with regard to any violations of same; as well as from any liability in connection with completion of the Project; and

WHEREAS, the requested funds for this Project are not expected to exceed \$197,803.00, however this amount may increase or decrease as the development of the Project proceeds; and

WHEREAS, both parties agree that the terms of the attached Amended Agreement will further the best interests of both Mr. Wade and the County;

**NOW, THEREFORE, BE IT RESOLVED THAT THE FISCAL COURT DOES HEREBY
APPROVE THIS RESOLUTION TO SUPERSEDE RESOLUTION 2021-133 AND**

AUTHORIZES THE JUDGE EXECUTIVE AND/OR HIS DESIGNEE TO EXECUTE THE AMENDED AGREEMENT ON BEHALF OF THE COUNTY.

Motion made by Bathin, seconded by Hayden.

Vote:

Yes

No

Judge Executive Reagan Taylor
Magistrate James Brian Combs
Magistrate Stephen Lochmueller
Magistrate Billy Ray Hughes
Magistrate Tom Botkin

<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>
<u>✓</u>	<u> </u>

Signed:

Reagan Taylor
Madison County Judge Executive

5-14-2024
Date

Attested:

Kenny Barger
Madison County Clerk

5-14-2024
Date

AMENDED AGREEMENT

THIS AMENDED AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into the 18th day of June, 2024, between JOHN WADE, 12 Perkins Ashcraft Road, Richmond, KY 40475 (hereinafter referred to as "Mr. Wade") and MADISON COUNTY, a body politic of the Commonwealth of Kentucky (hereinafter referred to as the "County").

WITNESSETH:

WHEREAS, with the assistance of Madison County Emergency Management Agency, Mr. Wade is applying for a grant with the Federal Emergency Management Agency (hereinafter referred to as "FEMA") to raise his home above the flood plain level (hereinafter referred to as the "Project"); and

WHEREAS, the terms of the Agreement contemplated by Resolution 2021-133 have changed, in that reimbursement percentages from FEMA and from the Commonwealth of Kentucky have substantially changed, requiring modification of the parties' Agreement, as originally contemplated; and

WHEREAS, as part of said grant, FEMA will reimburse 90% of the allowed costs for the construction, the Commonwealth of Kentucky will reimburse 4.8% of the allowable costs, and Mr. Wade will pay the remaining 5.2% of the allowable costs; and

WHEREAS, Mr. Wade will also pay incidental costs which are not considered allowable costs as part of the grant; and

WHEREAS, the County will not be required to contribute any of its funds to the Project; and

WHEREAS, the contemplated grant is a reimbursement grant in which the homeowner must first incur the expense and then submit an invoice, proof of payment and original receipt to the Fiscal Court; and

WHEREAS, Mr. Wade shall be responsible for procuring all materials and services required in connection with completion of the Project prior to seeking reimbursement for same; and

WHEREAS, the requested funds for this Project are not expected to exceed \$197,803.00, however this amount may increase or decrease as the development of the Project proceeds; and

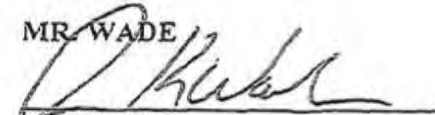
WHEREAS, the Parties agree that the terms herein will further the best interests of both Mr. Wade and the County; and

NOW, THEREFORE, the Parties agree as follows:

- I. Mr. Wade shall pay his share of the allowable costs (5.2%) based upon the estimated cost of the Project for a total amount of \$9,100.00.

2. Mr. Wade shall be responsible for payment of incidental costs which are not considered allowable costs as part of the grant.
3. Mr. Wade shall be responsible for procuring all materials and services required in connection with completion of the Project prior to seeking reimbursement for same.
4. The County will not contribute any of its own funds to the Project.
5. Mr. Wade shall comply with all applicable State, Federal and Local laws in procuring materials and services in connection with the Project, and Mr. Wade shall hold the County harmless and indemnify the County with regard to any violations of same, as well as from any liability in connection with completion of the Project; and
6. Mr. Wade and the County shall execute the Acknowledgement of Conditions for Properties Using FEMA Hazard Mitigation Assistance, attached hereto, and which shall be incorporated into this Amended Agreement by reference, as well as any other documents reasonably required by FEMA, or by other applicable Federal, State and Local law, to carry out the terms of this Agreement.
7. This Agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the Commonwealth of Kentucky.
8. This Agreement set forth the entire understanding of the Parties with respect to the matters described herein.
9. This Agreement shall insure to the benefit of and be binding upon the heirs, executors, administrators, devisees, legatees and assigns of the respective Parties hereto.
10. Any modifications to this Agreement shall be memorialized in writing, signed by both Parties, and no oral modifications shall be permitted.

MR. WADE


John Wade

STATE OF KENTUCKY)
) SS
COUNTY OF MADISON)

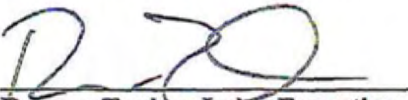
Subscribed and sworn to before me this 18TH day of JUNE 2024, by John Wade.

My Commission expires: 10 / 3 / 2024


NOTARY PUBLIC



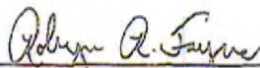
MADISON COUNTY FISCAL COURT

BY: 
Reagan Taylor, Judge Executive

STATE OF KENTUCKY)
) SS
COUNTY OF MADISON)

Subscribed and sworn to before me on this 18TH day of June 2024, by Reagan Taylor, Judge Executive, on behalf of Madison County Fiscal Court.

My Commission expires: 10 / 3 / 2024


NOTARY PUBLIC 0



“Serving Our Commonwealth”



**Award Briefing: Madison County
Perkins Ashcraft Elevation Phase I
DR4595-0017
October 19, 2023
Esther White, Grants Manager**



"Serving Our Commonwealth"

Scope of Work

The approved Scope of Work (SOW):

Phase I:

Madison County will utilize Phase I funds to complete the engineering and design drawings required to move forward with the Phase II elevation of one residential property.



"Serving Our Commonwealth"

Scope of Work

Phase 1 deliverables should include:

- Final engineering and design documents for the proposed activity demonstrating eligibility with HMA guidance.
- Updated cost estimate based upon the final design.
- Revised work schedule to implement the proposed measure within the remaining grant Period of Performance.
- Updated Benefit Cost Analysis (BCA) demonstrating the final proposed project to still be cost effective.
- Ground disturbance information, including area and depth of proposed ground disturbance. Maps of proposed ground disturbance should be provided. Phase II may require consultation by FEMA with SHPO and tribes.
- Other items FEMA determines necessary, as a result of the design process identifying any unforeseen requirements.



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Grant Award

Total Phase I Award: \$38,000.00

Federal Share: (90%)	\$34,200.00
State Share: (4.8%)	\$ 1,824.00
Local Share: (5.2%).	\$ 1,976.00



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Project Location

12 Perkins Ashcraft Rd. Richmond, KY 40475
(37.8327, -84.4186)



"Serving Our Commonwealth"

Budget

Phase I Design

\$38,000.00



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Project Milestones

Master Agreement w/State	150 Days
Phase I Design	205 Days
Total	355 Days



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Period of Performance

- Period of Performance (POP) Phase I

10/4/2023 through 3/14/2025

- If you feel that you will need an extension for this project it must be requested, in writing to the State, no less than 90 days prior to the original POP expiration date

(12/14/2024)



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Payment Processing

- Official requests for reimbursement should be submitted by sub-recipient's chief official to the KYEM project manager
- Sub-recipient must use Master Agreement Invoice to request reimbursements
- **KYEM Reimbursement Guidelines must be followed**
 - **Must include all bid documents and contracts**
- KYEM Project Manager will audit requests and submit to the State Hazard Mitigation Officer and DMA for disbursement approval
- Additional information may be requested before disbursement approval
- Funding Receipts (FR) sent via email to verify disbursement date and reimbursement amounts



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Compliance and Eligibility Review

- Quarterly Reports
- Amendments to Project Budget and Scope of Work
 - Any change must receive prior approval from KYEM and/or FEMA
- Work must stop while budget amendment requests are under review.
- For POP extension requests, work must stop **after the POP deadline** while the request is under review.



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Project Closeout – Phase I

- Scope of Work Review
- Submit Deliverables to FEMA for review and approval

Note: Additional information may be requested during the review process.

Upon approval of design, FEMA will award Phase II for implementation of construction. Any remaining Phase I funds will be rolled over into the Phase II award.



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Project Closeout – Phase II

- **Scope of Work Review**
- **Final Site Visit:** Schedule as soon as installation is complete. Generator must be started up at visit.
- **Final Payment: DUE 30 DAYS AFTER POP DEADLINE**
- **Closeout Requirements: DUE 45 DAYS AFTER POP DEADLINE**
- **File Retention:** three (3) years from project completion date



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Contact

University of Kentucky
Martin School of Public Policy & Administration
Hazard Mitigation Grants Program

Esther White, Project Grants Manager
316 Bowman Hall
Lexington KY 40506
859-257-9248
ee whit3@uky.edu

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KYEM



QUESTIONS

