

**Ohio County Fiscal Court**  
February 11, 2020 5:00 PM  
Ohio County Community Center  
Hartford, KY

**Attendance Taken at 5:00 PM:**

Present Board Members:

Larry Keown  
Larry Morphew  
Sam Small  
Jason Bullock  
Joe Barnes  
David Johnston

**I. Call to Order Judge Executive David Johnston**

**I.A. Prayer and Pledge to American Flag**

**II. Approve January 28, 2020 Minutes**

**Motion Passed:** Approved the January 28, 2020 Fiscal Court Minutes passed with a motion by Joe Barnes and a second by Sam Small.

**6 Yeas - 0 Nays.**

Larry Keown	Yes
Larry Morphew	Yes
Sam Small	Yes
Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes

**III. Bills, Claims, Payments and Transfers**

**Motion Passed:** Bills, Claims, Payments and Transfers stand approved as presented passed with a motion by Larry Keown and a second by Sam Small.

**6 Yeas - 0 Nays.**

Larry Keown	Yes
Larry Morphew	Yes
Sam Small	Yes
Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes

**IV. Jan 2020 Treasurer's Financial Report**

**Motion Passed:** Acknowledged having received the Treasurer's January 2020 Financial Report passed with a motion by Sam Small and a second by Larry Keown.

**6 Yeas - 0 Nays.**

Larry Keown	Yes
Larry Morphew	Yes
Sam Small	Yes
Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes

**V. Clerk's January 2020 Financial Report**

**Motion Passed:** Acknowledged having received the Clerk's January 2020 Financial Report passed with a motion by Joe Barnes and a second by Larry Keown.

**6 Yeas - 0 Nays.**

Larry Keown	Yes
Larry Morphew	Yes

Sam Small	Yes
Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes

**VI. Resolution 2020-6 Road Aid**

**Motion Passed:** Approved Resolution 2020-6 and Agreement for Kentucky Transportation Cabinet FY 2020-2021 Road Aid Funds. Authorize County Judge Executive to sign all corresponding documentation passed with a motion by Larry Keown and a second by Sam Small.

**6 Yeas - 0 Nays.**

Larry Keown	Yes
Larry Morphew	Yes
Sam Small	Yes
Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes

**VII. Resolution 2020-7 80/20**

**Motion Passed:** Approved Resolution 2020-7 and Agreement for 80/20 Bridges Friendship Road and Humble Valley Rd. Authorize County Judge Executive to sign all corresponding documentation passed with a motion by Jason Bullock and a second by Sam Small.

**6 Yeas - 0 Nays.**

Larry Keown	Yes
Larry Morphew	Yes
Sam Small	Yes
Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes

**VIII. Resolution to Reprioritize HB 200 List**

**IX. Sheriff Vehicle Funding**

**X. 911 Fees**

**XI. Jail Policies and Procedures**

**Motion Passed:** Approved the Ohio County Detention Center's Policies and Procedures passed with a motion by Jason Bullock and a second by Sam Small.

**6 Yeas - 0 Nays.**

Larry Keown	Yes
Larry Morphew	Yes
Sam Small	Yes
Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes

**XII. Jail Fees**

**Motion Passed:** Approved Jail Fees as presented with the following: Weekender \$18.00, Work Release: \$12.00, Per Diem: \$10.00, and Bond Fee: \$5.00 passed with a motion by Larry Keown and a second by Joe Barnes.

**6 Yeas - 0 Nays.**

Larry Keown	Yes
Larry Morphew	Yes
Sam Small	Yes
Jason Bullock	Yes
Joe Barnes	Yes

Yes

#### XIV. Animal Shelter Personnel

6 Yeas - 0 Nays.

Yes

Yes

Yes

Yes

Yes

Yes

**Motion Passed:** Approved Road Department Personnel status change of Charles Bullington from Equipment Operator at \$14.62 per hour to Equipment Operator with Class BCDL at \$14.82 per hour effective January 19, 2020 passed with a motion by David Johnston.

6 Yeas - 0 Nays.

Yes

Yes

Yes

Yes

Yes

Yes

**Motion Passed:** Approved Road Department Personnel status change of Willie Sutherland Equipment Operator from \$15.84 per hour to Equipment Operator with Tanker License at \$15.99 per hour effective January 26, 2020 passed with a motion by David Johnston.

6 Yeas - 0 Nays.

Yes

Yes

Yes

Yes

Yes

Yes

**Motion Passed:** Approved Road Department status change of Dakota Gill as seasonal Equipment Operator at \$12.25 per hour to Grade 2 at \$14.77 per hour effective February 16, 2020 with pay incentives according to scale passed with a motion by David Johnston.

6 Yeas - 0 Nays.

Yes

Yes

Yes

Yes

Yes

Yes

### XVIII. Road Department Roof

**Motion Passed:** Approved to authorize County Treasurer to issue check to Five Star Commercial Roofing, Inc upon completeion and inspection of roof to be put on at County Road Department Building. (\$4,712.10 from account 04-5076-507-0 and \$9,887.90 from account 04-6106-447-0) passed with a motion by Larry Keown and a second by Larry Morphew.

**6 Yeas - 0 Nays.**

Larry Keown	Yes
Larry Morphew	Yes
Sam Small	Yes
Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes

**XIX. Committee Reports**

- XX. Magistrate's Comments and Requests**
- XX.A. District 1 - Magistrate Sam Small**
- XX.B. District 2 - Magistrate Jason Bullock**
- XX.C. District 3 - Magistrate Joe Barnes**
- XX.D. District 4 - Magistrate Larry Keown**
- XX.E. District 5 - Magistrate Larry Morphew**

**XXI. Citizen's Comments**

**XXII. Adjournment**

\_\_\_\_\_  
Judge Executive

\_\_\_\_\_  
Ohio County Fiscal Court Clerk



COUNTY ROAD AID COOPERATIVE  
PROGRAM AGREEMENT

THIS AGREEMENT, entered into as of the date of the signature below of the Secretary of the Transportation Cabinet, is made by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid ("the Department"), and the Fiscal Court of **OHIO** County, Kentucky (the "County").

WHEREAS, Kentucky Revised Statutes (KRS) § 177.320(2) provides that 18.3% of revenue resulting from the imposition of motor fuel taxes on taxpayers pursuant to KRS § 138.220(1)(2), KRS § 138.660(1)(2), and KRS § 234.320 shall be set aside for the construction, reconstruction, and maintenance of county roads and bridges provided by KRS 179.410 and 179.415, ("County Road Aid Funds"), and

WHEREAS, the County has accepted an invitation from the Department to allow it to participate in a cooperative program to aid the County in the construction, reconstruction, and maintenance of certain roads and bridges using its share of the County Road Aid Funds apportioned to it by the Department as provided below (the "Cooperative Program"), and

NOW THEREFORE, in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Department and the County agree as follows:

1. Apportionment of County Road Aid Funds. The County's apportionment of County Road Aid Funds shall be based on revenue estimates supplied by the Office of State Budget Director. For the Fiscal Year beginning July 1, 2020, this amount is **\$1,651,454.96** (the "Apportionment"). The Apportionment shall be distributed by the Department to the County in accordance with the terms of this Agreement.

2. Assignment of the Apportionment. The County hereby assigns all of its right, title and interest in and to the Apportionment to the Transportation Cabinet's Division of Accounts for Fiscal Year 2021.

3. Distribution of County Road Aid Funds. The County and the Department agree that the Apportionment shall be distributed by the Department to the County as follows:

a. First Distribution. The Department shall initially distribute to the County sixty percent (60%) of the Apportionment, less three percent (3%) of the Apportionment set aside for the emergency fund below. This initial amount is **\$961,147.00**

b. Second Distribution. The Department shall distribute up to and including an additional thirty percent (30%) of the Apportionment to the County, less three percent (3%) of the Apportionment set aside for the emergency fund below. The amount of the second distribution will depend on how actual revenues compare to revenue estimates.

c. Final Distribution. The Department shall allocate and distribute the remaining balance of the Apportionment, less three percent (3%) set aside for the emergency fund below. The Final Distribution shall be based on actual revenues tabulated after the end of the fiscal year (June 30).

4. Emergency Fund. The County agrees that three percent (3%) of the Apportionment shall be withheld by the Department in an emergency fund (the "Emergency Fund"). The Emergency Fund shall include three percent (3%) of the total apportionments of all participants in the Cooperative Program, plus any remaining balances from previous fiscal years. The Department, upon written application from a duly authorized representative of the County, may disburse up to fifty percent (50%) of the approved funds to the County for the purpose of it using said funds for emergency roadway and bridge projects designated by the County. Following the completion of the project, after final cost documentation has been submitted and processed, the

Department will then distribute the determined remaining amount. If the actual cost of an emergency project is less than the amount of emergency funds disbursed by the Department, then the County shall reimburse the difference to the Department.

5. Disbursement of Funds. Upon execution of this Agreement, the Department will disburse the foregoing allocated funds directly to the County to pay for materials, labor and equipment necessary for the County to accomplish construction, reconstruction, and maintenance on county roads designated by the County. This assistance is extended insofar as funds are available from the Apportionment. The County shall be responsible for all costs associated with the construction, reconstruction and maintenance of roadways and bridges in excess of the amount of the Apportionment allocated and disbursed by the Department to the County. The Department may assist the County in fulfilling its needs by disbursing funds to the County for materials and work performed by contract, for materials obtained by contract and for the rental or purchase of road maintenance and construction equipment. Any rental rates shall be based on current edition of the "Blue Book for Rental of Equipment" or the Department's official rental rates. The Department may also disburse funds to the County for the hourly rate for personnel who perform the work. This rate may include employee fringe benefits such as leave overlay, retirement, social security, insurance, etc.

6. Use of County Road Aid Funds. The County agrees and certifies that the Apportionment will be expended by the County solely for the purpose of construction, reconstruction, and maintenance of county roads as defined in KRS § 178.010(1)(b).

7. Rights of Way. The County, if required under applicable law, will acquire any rights-of-way contemplated under this Agreement and assumes responsibility for any claims for damages arising from such acquisitions.

8. Indemnification. The County shall fully indemnify, hold harmless and defend the Department from and against all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorney's fees and costs), whether or not involving a third party claim, which arise out of, relate to or result from (a) any breach of any representation or warranty of the County contained in this Agreement, (b) any breach of any covenant or other obligation or duty of the County under this Agreement or under applicable law, in each case whether or not caused by the negligence of the Department and whether or not the relevant claim has merit.

9. Reimbursement of Losses. The County will reimburse the Department for losses it may sustain arising out of performance of this Agreement. Such loss as sustained by the Department may be charged to the Apportionment in this or future fiscal years.

10. Termination of Agreement. The Department reserves the right to cancel this Agreement at any time deemed to be in the best interest of the Department by giving thirty (30) days written notice of such cancellation to the County. If this Agreement is canceled under this provision, then the County will receive any unpaid portion of the Apportionment from the Department for Local Government.

11. Access to Records. The County acknowledges and agrees that pursuant to KRS § 179.415(3) it shall retain all records of the expenditures of the Apportionment for a period of five (5) years and said records, including any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement [records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent and shall be exempt from disclosure as provided in KRS 61.878(1)(c)], shall be subject to audit by the Department for Local Government or its duly authorized agent and made accessible by the County

OHIO COUNTY  
DRAINAGE STRUCTURE REPLACEMENT  
VARIOUS COUNTY ROADS  
\$68,180 – CB01 BRIDGE FUNDS

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

**4.00 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.

**5.00 EEO Requirements**

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

**6.00 Cancellation:**

The state agency 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.

**7.00 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.

**8.00 Reduction in Contract Worker Hours:**

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced 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.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates listed below.

OHIO COUNTY FISCAL COURT

BY:   
County Judge/Executive

Date: 02-11-2020

DEPARTMENT OF RURAL AND MUNICIPAL AID  
OFFICE OF RURAL & SECONDARY ROADS

BY: \_\_\_\_\_  
Commissioner

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

APPROVED AS TO FORM AND LEGALITY:

BY: \_\_\_\_\_  
Office of Legal Services

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

COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET

BY: \_\_\_\_\_  
Secretary of the Transportation Cabinet

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

R E S O L U T I O N  
2020-6

Fiscal Court of OHIO County

Resolution adopting and approving the execution of a County Road Aid Coop Program Contract between the Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, for the fiscal year beginning July 1, 2020, as provided in the Kentucky Revised Statutes and accepting all roads and streets referred to therein as being a part of the County Road System.

Be it resolved by the Fiscal Court that:

The Fiscal Court does hereby accept all roads and streets referred to in said contract as being a part of the County Road System; and

The Fiscal Court does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Contract and does hereby accept said Contract and by such acceptance agrees to all the terms and conditions therein stated; and

The County Judge/Executive of the county is hereby authorized and directed to sign said Contract as set forth on behalf of the Fiscal Court of OHIO County, and the County

The vote taken on said Resolution, the result being as follows: AYES NAYS

follows: <u>AYES</u>	<u>NAYS</u>
Harry Keane	
Larry Morphen	
Joe Bonner	
Paul	
Sam Fred	

I, Bess T. Ralph, Clerk of OHIO County certify that the foregoing is a true copy of the Order above. Given under my hand and seal of office this the 11 of 02, 2020.

SIGNED Bess I. Belp  
CLERK OF OHIO COUNTY

OHIO COUNTY  
DRAINAGE STRUCTURE REPLACEMENT  
VARIOUS COUNTY ROADS  
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AGREEMENT BETWEEN  
COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET  
DEPARTMENT OF RURAL AND MUNICIPAL AID  
AND  
OHIO COUNTY

**THIS AGREEMENT**, entered into by and between the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, hereinafter referred to as the "**Department**" and the OHIO COUNTY Fiscal Court, hereinafter referred to as the "**County**."

**WITNESSETH:**

**WHEREAS**, it would be to the benefit of the traveling public to construct a drainage structure on various county roads (see authorized locations attachment), which shall hereinafter be referred to as the "**Project**"; and

**WHEREAS**, the **County** has expressed its desire to perform the work for the aforementioned **Project** and to be responsible for all phases of the **Project**;

**NOW THEREFORE**, in consideration of these premises and the mutual covenants contained herein, the parties agree as follows:

1. The **Department** shall be responsible for providing and agrees to reimburse up to the amount of eighty percent (80%) of the actual Rural Secondary project cost but in no case to exceed **\$68,180** for the abovementioned Project. In no event shall the **County** not be responsible for twenty percent (20%) of the cost.
2. If the **Project** is performed by Contract, the **County** shall employ only contractors prequalified by the Kentucky Transportation Cabinet for the work items included in the **Project** and shall comply with all legal bidding requirements including, but not limited to, the provisions of KRS 45A and 424. **Concurrence must be obtained by the County through the District 2 Chief District Engineer in Madisonville, KY prior to the awarding of any contract for work or materials to be used on this Project. This**

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requirement shall not be limited to, but shall specifically apply to, all 20-foot bridges and above, defined as inventoried structures.

3. The **County** shall cause the **Project** to be constructed to a level which meets applicable county road and bridge standards (all bridges will be required to meet or exceed an H-20 loading); *approval from Bridge Preservation Branch of Division of Maintenance MUST BE OBTAINED before ANY additional load is added to any inventoried structure.* Furthermore, all materials paid for by the **Department** used on, or incorporated into, the **Project** shall meet the requirements specified in the Highway Department's Specifications for Road and Bridge Construction, current edition of State Specifications guidelines. The **County** will obtain any required permits or approval of plans for work to be accomplished on state-owned right-of-way from the **Cabinet's District 2 Office in Madisonville, KY**. These requirements shall not be limited to, but shall specifically apply to, all 20-foot and above, bridges, defined as inventoried structures.
4. To the extent permitted by law, the **County** shall indemnify and hold harmless the **Department** and all of its officers, agents, and employees from all suits, actions, or claims of any character because of any injuries or damages received by any person, persons, or property resulting from construction of the **Project**.
5. The **County** agrees to be responsible for all cost associated with this project over and above eighty percent (80%) of the actual **Project** cost. The **County** further agrees to be responsible for all of the costs over and above **\$68,180**.
6. The effective date of this Agreement is the date of signature by the Secretary of the Transportation Cabinet. The Term of Eligible Reimbursement under this Agreement shall be three (3) years from the date of its execution unless extended or amended by written Agreement in accordance with the provisions of KRS 45A. Any and all funding obligated for any phase of this **Project** shall be available to reimburse the **County** for eligible work activities completed and costs incurred prior to expiration.
7. The **County** shall maintain for a period of three (3) years after the Rural Secondary Office within the **Department** issues a project close date, all records of material, equipment, and labor costs involved in the performance of the work for the **Project**. These records may be subject to audit by the

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Transportation Cabinet. In order to obtain reimbursement from the Department for the Project, the County shall submit to the Office of Rural and Secondary Roads documented invoices of materials, equipment, and labor used on the Project, including certification that the work was accomplished on a publicly maintained facility in accordance with this agreement.

8. The County may submit current billing reflecting the actual cost of the project during any given work period. This bill should indicate if it is for partial payment or final payment. The current billings will be paid within a reasonable time after receipt of same by the Department; however, in no event is the County to submit billings for work performed for less than a thirty-day (30) period.
9. The Department reserves the right to inspect the methods used in order to perform the work necessary to successfully complete the Project and also reserves the right to cease all work commenced under the terms of this agreement at any time.
10. The County will pass the attached Resolution and a copy of that resolution shall be attached to and made a part of this Agreement.

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KENTUCKY FINANCE AND ADMINISTRATION CABINET  
MOA/PSC Exception Standard Terms and Conditions  
April 2019

**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 Renewals:**

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

Upon expiration of the initial term, the contract may be renewed in accordance with the terms and conditions in the original solicitation. Renewal shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet or his authorized designee and the LRC Government Contract Review Committee in accordance with KRS 45A.695 and KRS 45A.705, and contingent upon available funding.

**3.00 LRC Policies:**

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

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

**4.00 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.

**5.00 EEO Requirements**

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

**6.00 Cancellation:**

The state agency 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.

**7.00 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.

**8.00 Reduction in Contract Worker Hours:**

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced 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.

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**9.00 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://secure.kentucky.gov/sos/ftbr/welcome.aspx>.

**10.00 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. The invoice must conform to the method described in Section V of this contract.

Pursuant to KRS 45A.695, no payment shall be made on any personal service contract unless the individual, firm, partnership, or corporation awarded the personal service contract submits its invoice for payment on a form established by the committee.

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\*Invoice form is available on the Legislative Research Commission, Government Contract Review Committee website: <http://www.lrc.ky.gov/Statcomm/Contracts/homepage.htm>

**11.00 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. Either original or certified copies of receipts must be submitted for airline tickets, hotel bills, restaurant charges, rental car charges, and any other miscellaneous expenses.

**12.00 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.

**13.00 Purchasing and specifications:**

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

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.

**14.00 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

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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.

**15.00 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.

**16.00 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).

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

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

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

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

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

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the contract shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the contract shall be in continuous compliance with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination, as described above, or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and their disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

☐ The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

☐ The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

**19.00 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:

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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.

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

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contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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IN WITNESS WHEREOF, the parties have caused this agreement to be executed by its officers, thereunto duly authorized.

OHIO COUNTY FISCAL COURT

By:   
COUNTY JUDGE/EXECUTIVE

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

TRANSPORTATION CABINET USE:

APPROVED AS TO FORM AND LEGALITY:

By: \_\_\_\_\_  
OFFICE OF LEGAL SERVICES

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

TRANSPORTATION CABINET  
DEPARTMENT OF RURAL AND MUNICIPAL AID

By: \_\_\_\_\_  
DEPARTMENT COMMISSIONER

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

COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET

By: \_\_\_\_\_  
CABINET SECRETARY

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

R E S O L U T I O N  
2020-7

Fiscal Court of OHIO County

Resolution adopting and approving the execution of a Rural Secondary Program Agreement between the Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, and accepting all roads and streets referred to therein as being a part of the County Road System.

Be it resolved by the Fiscal Court that:

The Fiscal Court does hereby certify that all roads and streets referred to in said Agreement are county roads as defined in KRS 178.010(1)(b); and

The Fiscal Court does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Agreement and does hereby accept said Agreement and by such acceptance agrees to all the terms and conditions therein stated; and

The County Judge/Executive of the county is hereby authorized and directed to sign said Agreement as set forth on behalf of the Fiscal Court of OHIO County, and the County Clerk of OHIO County is hereby authorized and directed to certify thereto.

AUTHORIZATION LOCATION						
ITEM NUMBER	COUNTY	DIST	FACILITY NAME	ROUTE	LENGTH	SCOPE
1	Ohio	2	FRIENDSHIP ROAD	CR 1075	0.000 - 0.007 (0.007 MI)	DRAINAGE STRUCTURE LOCATED AT ZION CHURCH ROAD EXTENDING SOUTH TO MILE POINT 0.007
1	Ohio	2	HUMBLE VALLEY RD	CR 1002	1.416 - 1.423 (0.007 MI)	DRAINAGE STRUCTURE LOCATED 1.056 MILES SOUTH OF WEST HALLS CREEK ROAD AT MILE POINT 1.416

The vote taken on said Resolution, the result being as follows:

<u>AYES</u>	<u>NAYS</u>
<u>Don Johnson</u>	_____
<u>LARRY KEOWN</u>	_____
<u>Tommy Morphen</u>	_____
<u>Joe Bowers</u>	_____
<u>James</u>	_____
<u>Joe</u>	_____

COMMONWEALTH OF KENTUCKY):  
OHIO COUNTY

I, Bess T. Ralph, County Clerk of  
OHIO County certify that the foregoing is a true copy of the  
Order above. Given under my hand and seal of office this the  
11 day of Feb, 2020.

SIGNED Bess T. Ralph

CLERK OF OHIO COUNTY