The Grant County Fiscal Court met in Regular Session on Tuesday, February 18, 2020, at 6:30 P.M. at the Grant County Courthouse in Williamstown, Kentucky. Those in attendance were The Honorable Judge/Executive Chuck Dills presiding, Magistrate Jacqalynn Riley, Magistrate Shawna Coldiron. Stephen Bates II, Grant County Attorney and Colton Simpson, Grant County Tax Administrator and acting Fiscal Court Clerk were also present.

The following guests were in attendance: Steve Tatum, Grant County Road Supervisor,
David Rose, Jim Thorne, Jay Johnson, Grant County Deputy Sheriff, Diane Johnson, and
Steve Coldiron.

Judge/Executive Chuck Dills called the meeting to order and asked Colton Simpson,

Deacon at the Williamstown Baptist Church to offer the invocation, after which

Judge/Executive Chuck Dills led in the pledge of allegiance.

Judge/Executive Chuck Dills directed the acting clerk to call the roll, whereupon all members present voted in the affirmative.

Judge/Executive Chuck Dills presented for review and a motion to approve the minutes of the February 4, 2020 and February 12, 2020 meetings.

A motion was made by Magistrate Riley and seconded by Magistrate Coldiron to approve the minutes of February 4, and February 12, 2020 Meetings.

Judge Executive Chuck Dills called for discussion and there being none, all members present voted in the affirmative.

Judge/Executive Chuck Dills presented for review and a motion to approve the claims drawn on the General Fund, Road Fund, and Jail Fund dated February 18, 2020, along with the transfers as presented.

A motion was made by Magistrate Riley and seconded by Magistrate Coldiron to approve the claims drawn on the General Fund, Road Fund, and Jail Fund dated February 18, 2020, along with the transfers as presented.

Judge/Executive Chuck Dills called for discussion and there being none, all members present voted in the affirmative.

Judge/Executive Chuck Dills presented for a motion to approve the Resolution adopting the execution of a Rural Secondary Program Agreement between the Grant County Fiscal Court, the Commonwealth of Kentucky, Transportation Cabinet, and the Department of Rural and Municipal Aid, and grant permission for Judge/Executive Chuck Dills to sign the Resolution as well as any other necessary documents related to the agreement.

Judge/Executive Chuck Dills ordered that the clerk read the proposed resolution.

A motion was made by Magistrate Riley and seconded by Magistrate Coldiron to approve the Resolution adopting the execution of a Rural Secondary Program Agreement between the Grant County Fiscal Court, the Commonwealth of Kentucky, Transportation Cabinet, and the Department of Rural and Municipal Aid, and grant permission for Judge/Executive Chuck Dills to sign the Resolution as well as any other necessary documents related to the agreement.

Judge/Executive Chuck Dills called for discussion and there being none, all members voted in the affirmative.

Judge/Executive Chuck Dills presented for a motion to approve the Grant County
Detention Center Policy and Procedures Manual, Grant County Detention Center
Employee Handbook, and Emergency Procedures.

A motion was made by Magistrate Riley and seconded by Magistrate Coldiron

to approve the Grant County Detention Center Policy and Procedures Manual, Grant

County Detention Center Employee Handbook, and Emergency Procedures.

Judge/Executive Chuck Dills called for discussion and there being none, all members voted in the affirmative.

Judge/Executive Chuck Dills presented for review the reports from Jailer Mike Webster and from Steve Tatum, Grant County Road Supervisor. These reports are for review only and no action is required.

Judge/Executive Chuck Dills gave his report and then gave each of the magistrates the opportunity to address the audience.

Judge Executive Chuck Dills then asked if anyone in the audience wished to address the court.

Judge/Executive Chuck Dills reminded the court that the next meeting of this body will be held on Tuesday, March 3, 2020. The meeting will be held at the Grant County Court House at 6:30 P.M.

A Motion to adjourn was made by Magistrate Riley, seconded by Magistrate Coldiron to adjourn until Tuesday, March 3, 2020. All members present voted to adjourn.

Grant County Judge/Executive

Chuck Dills

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GRANT COUNTY FISCAL COURT FEBRUARY 18 2020 ROAD FUND CLAIMS All Funds From: 02/18/2020 To: 02/18/2020

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400,00		SALT BOX VIBRATOR FOR TRUCK #15	OBERT J. PAUL CORPORATION	MAINTENANCE & REPAIR - EQUIPMENT & VEH ROBERT J. PAUL CORPORATION	02-6105-588-	00001615 02/18 16001392 KK328998
666.16		2 Voucher Items Listed	· · and is			
349.06	П	2 BATTERIES TRUCK 20	VHAYNE SUPPLY CO	MAINTENANCE & REPAIR - EQUIPMENT & VEH WHAYNE SUPPLY CO	02-6105-588-	00001614 02/18 16001488 01286137
317.10		STEEL PIN - BOOM ARM ON BACKHOE	VHAYNE SUPPLY CO	MAINTENANCE & REPAIR - EQUIPMENT & VEH WHAYNE SUPPLY CO	02-6105-588-	00001614 02/18 16001578 01295055
959.53		1 Voucher Items Listed				
959.53		PETROLEUM	VOYAGER FLEET SYSTEMS INC	GARAGE SUPPLIES V	02-6105-427-	00001576 02/18 16001622
55.00		1 Voucher Items Listed				
55.00		DOT PHYSICAL / D. MARKSBERRY	ST, ELIZABETH BUSINESS HEALTH	EMPLOYEE HEALTH INSURANCE S	02-9400-203-	00001575 02/18 16001620 496250
1,670.62		1 Voucher Items Listed				
1,670.62		ROAD SIGNS	BOONE COUNTY FISCAL COURT	GARAGE SUPPLIES B	02-6105-427-	00001574 02/18 16001612 404
4,170.76		1 Voucher Items Listed	i atanga			
4,170.76		ROCK FOR SLIPPLAGES	CRUPPER TRANSPORT	ROAD MATERIALS C	02-6105-447-	00001573 02/18 16001526 01/30/2020
335.79		1 Voucher Items Listed	,			
335.79		COOPERATIVE I CULVERT PIPE AND BAND	SOUTHERN STATES OWENTON COOPERA	ROAD MATERIALS S	02-6105-447-	00001572 02/18 16001527 1110214
118.38		1 Voucher Items Listed				
118.38		ACETYLENE & OXYGEN	AIRGAS USA LLC	ROAD RENTALS A	02-6105-364-	00001571 02/18 16001593 9967857959
35.09		1 Voucher Items Listed				
35,09		WIRING HARNESS 2105 CHEV	YLES CHEVROLET BUICK INC	MAINTENANCE & REPAIR - EQUIPMENT & VEH PILES CHEVROLET BUICK INC	02-6105-588-	00001570 02/18 16001568 179192
Amount	Pd Check	Claim Description	Vendor Name	Account Name	Account	Voucher Date PO No. Invoice

02/17/2020 10:55 am

Page 1 of 1

Vendor Claims Register - Detail

GRANT COUNTY FISCAL COURT FEBRUARY 18 2020 JAIL FUND CLAIMS All Funds From: 02/18/2020 To: 02/18/2020

				_, ,			
Decided Account Name Account N	Page 1 of 2						02/17/2020 10:28 am
Incontrol Account Name	223.05				50k II		
	47.40		BEGLEY	COMPASS EMERGENCY PHYSICIANS	SPECIALIZED HEALTHCARE	03-5101-343-	00001581 02/18 16001603
No.	175.65		STOPHLET	COMPASS EMERGENCY PHYSICIANS	SPECIALIZED HEALTHCARE	03-5101-343-	00001581 02/18 16001603
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Emoide	9.52		WEAVER	ST ELIZABETH PHYSICIANS	SPECIALIZED HEALTHCARE	03-5101-343-	00001579 02/18 16001605
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Invoice Account Account Name	79.04		1 Voucher Items Listed				
Invoice Account Account Name	79.04				SPECIALIZED HEALTHCARE	03-5101-343-	00001577 02/18 16001607
Invoice Account Account Name	19,93		1 Voucher Items Listed				
Invoice Account Account Name Vender Name Chim Description PRISONER HYGIENE PRISONER	19.93		FOR FEMALE PRISONERS	FORCHT BANK	PERSONAL HYGIENE	03-5101-453-	00001560 02/18 16001590
Invoice Account Account Name Vendor Name Calin Description PATCHER 1 NCL02527115 03-5101-423- PERSONAL HYGEINE 808 BARKER CO INC PRISONER HYGEINE □ 14 1 NCL32574,157 03-5101-423- PERSONAL HYGEINE 808 BARKER CO INC PRISONER HYGEINE □ 14 1 NCL32574,157 03-5101-423- PERSONAL HYGEINE KELLWEIL FOODS INC And POPUL/ITON 242 □ 4 2 02355 03-5101-423- POOD SERVICE CONTRACT KELLWEIL FOODS INC WK OF 1/10/2020 □ 4 202365 03-5101-423- POOD SERVICE CONTRACT KELLWEIL FOODS INC WK OF 1/10/2020 □ 4 202365 03-5101-423- POOD SERVICE CONTRACT KELLWEIL FOODS INC WK OF 1/10/2020 □ 4 202366 03-5101-423- POOD SERVICE CONTRACT KELLWEIL FOODS INC WK OF 1/10/2020 □ 4 20236 03-5101-423- POOD SERVICE CONTRACT KELLWEIL FOODS INC POOD JK KENDING 1/24/20 □ 4 20237 03-5101-423- POOD SER	661.65		2 Voucher Items Listed	and upon			
Invoice Account Account Name	29,21		AMAZON / LIGHT BULBS	FORCHT BANK	ELECTRICAL MAINTENACNE AND REPAIRS	03-5101-512-	00001559 02/18 16001545
Involce Account Name	632,44		EQUIPMENT REPAIRS	FORCHT BANK	EQUIPMENT REPAIRS	03-5101-336-	00001559 02/18 16001495
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Account Account Name Véndor Name Calim Description Per Count Name Calim Description Per Check 277115 03-5101-453- PERSONAL HYGIENE Böb BARKER CO INC PRISONER HYGIENE □ 1,444 4,152 03-5101-453- PERSONAL HYGIENE Böb BARKER CO INC PRISONER HYGIENE □ 1,444 03-5101-425- PODD SERVICE CONITACT KELLWELL FOODS INC Avg POPULATION 242 □ 5 03-5101-425- FOOD SERVICE CONITACT KELLWELL FOODS INC WK OF 1/10/2020 □ 4 03-5101-425- FOOD SERVICE CONITACT KELLWELL FOODS INC WK OF 1-17-2020 □ 4 03-5101-425- FOOD SERVICE CONITACT KELLWELL FOODS INC WK OF 1-17-2020 □ 4 03-5101-425- FOOD SERVICE CONITACT KELLWELL FOODS INC POOD /WK ENDING 1/24/20 □ 4 03-5101-425- FOOD SERVICE CONITACT KELLWELL FOODS INC FOOD /WK ENDING 1/24/20 □ 4 03-5101-425- FOOD SERVICE CONITACT KELLWELL FOODS INC FOOD /WK ENDING 1/24/20 □ 4 <t< td=""><td>635.36</td><td></td><td>LIGHT BULBS FOR DETENTION CENTER</td><td>FORCHT BANK</td><td>ELECTRICAL MAINTENACNE AND REPAIRS</td><td>03-5101-512-</td><td>00001558 02/18 16001505</td></t<>	635.36		LIGHT BULBS FOR DETENTION CENTER	FORCHT BANK	ELECTRICAL MAINTENACNE AND REPAIRS	03-5101-512-	00001558 02/18 16001505
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e Account Account Name Vendor Name Claim Description Pd Check 152771.5 03-5101-453- PERSONAL HYGIENE Bob BARKER CO INC PRISONER HYGIENE □ 1574,152 03-5101-453- PERSONAL HYGIENE Bob BARKER CO INC PRISONER HYGIENE □ 1574,152 03-5101-453- PERSONAL HYGIENE □ 1-/ 1574,152 03-5101-453- PERSONAL HYGIENE □ 1-/ 1574,152 03-5101-453- PERSONAL HYGIENE □ 1-/ 1574,152 POOD SERVICE CONTRACT KELLWELL FOODS INC AVG POPULATION 242 □ 5 1574,153- FOOD SERVICE CONTRACT KELLWELL FOODS INC WK OF 1-17-2020 □ 4 1574,154-155- FOOD SERVICE CONTRACT KELLWELL FOODS INC WK OF 1-17-2020 □ 4 1574,154-155- FOOD SERVICE CONTRACT KELLWELL FOODS INC FOOD /WK ENDING 1/24/20 □ 4 1574,154-155- FOOD SERVICE CONTRACT KELLWELL FOODS INC FOOD /WK ENDING 1/24/20 □ 4 1574,154-	24,183,34		5 Voucher Items Listed				
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Account Account Name Vendor Name Claim Description Pd Check 03-5101-453- PERSONAL HYGIENE BOB BARKER CO INC PRISONER HYGIENE III 03-5101-453- PERSONAL HYGIENE BOB BARKER CO INC PRISONER HYGIENE III 03-5101-453- PERSONAL HYGIENE BOB BARKER CO INC PRISONER HYGIENE III 03-5101-453- PERSONAL HYGIENE BOB BARKER CO INC PRISONER HYGIENE III 03-5101-453- PERSONAL HYGIENE BOB BARKER CO INC PRISONER HYGIENE III 03-5101-453- PERSONAL HYGIENE BOB BARKER CO INC PRISONER HYGIENE III 03-5101-453- PERSONAL HYGIENE BOB BARKER CO INC PRISONER HYGIENE III 03-5101-453- PERSONAL HYGIENE BOB BARKER CO INC PRISONER HYGIENE III 03-5101-453- PERSONAL HYGIENE BOB BARKER CO INC PRISONER HYGIENE III 03-5101-453- PERSONAL HYGIENE BOB BARKER CO INC PRISONER HYGIENE III	4,816.91		WK OF 1/10/2020	KELLWELL FOODS INC	FOOD SERVICE CONTRACT	03-5101-425-	00001555 02/18 16001415 20135
Account Account Name Vendor Name Claim Description Pd Check 103-5101-453- PERSONAL HYGIENE BÖB BARKER CO INC PRISONER HYGIENE GO SARKER CO INC GO SARKER CO IN	5,269,19		AVG POPULATION 242	KELLWELL FOODS INC	FOOD SERVICE CONTRACT	03-5101-425-	00001555 02/18 16001355 79664
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Invoice Account Account Name Vendor Name Claim Description Pd Check NC1001527115 03-5101-453- PERSONAL HYGIENE BÖB BARKER CO INC PRISONER HYGIENE □	831.72		PRISONER HYGIENE	BÕB BARKER CO INC	PERSONAL HYGIENE	- 1	00001554 02/18 16001469 NC157
Date PO No. Invoice Account Account Name Vendor Name Claim Description Pd Check	189,56		PRISONER HYGIENE	BOB BARKER CO INC	PERSONAL HYGIENE	- 1	00001554 02/18 16001454 NC100
	Amount	Pd Check	Claim Description	Vendor Name	Account Name		PO No.
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Page 2 of 2						02/17/2020 10:28 am
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93,362.81		28 Voucher Items Listed	20 Vouchers Listed			
64,758.67		1 Voucher Items Listed	room, j			
64,758.67		MARCH 2020 MEDICAL CONTRACT	QCHC OF KENTUCKY INC	MEDICAL CONTRACTS	03-5101-386-	00001631 02/18 16001664
80.00		1 Voucher Items Listed				
80.00		TIME CARDS	COOPER WHOLESALE COMPANY INC	OFFICE SUPPLIES	03-5101-445-	00001626 02/18 16001563
32.92		1 Voucher Items Listed	s Engan-si			
32.92		ALAMR MONITORING FEB 2020	CINTAS FIRE 636525	MAINTENANCE AGREEMENTS	03-5101-333-	00001622 02/18 16001655 0335367833
158.53		1 Voucher Items Listed				
158.53		PETROLEUM	VOYAGER FLEET SYSTEMS INC	PETROLEUM PRODUCTS	03-5101-455-	00001586 02/18 16001623
171.05		1 Voucher Items Listed			•	-
171.05		FAX LINES	CINCINNATI BELL TELEPHONE	TELEPHONE	03-5101-573-	00001585 02/18 16001615
197.12		2 Voucher Items Listed				
98.56		MATS FOR ENTRYWAY	CINTAS CORPORATION #312	CUSTODIAL SUPPLIES	03-5101-411-	00001584 02/18 16001513 4041196055
98.56		MATS FOR FOYER	CINTAS CORPORATION #312	CUSTODIAL SUPPLIES	03-5101-411-	00001584 02/18 16001438 4039974529
235,14		1 Voucher Items Listed				
235.14		OFFICE SUPPLIES	U S BANCORP EQUIPMENT FINANCE	OFFICE SUPPLIES	03-5101-445-	00001583 02/18 16001602
281,66		1 Voucher Items Listed			- 1	
281.66		SOLID WASTE PICKUP	RÉPUBLIC SERVICES # 798	SOLID WASTE PICKUP	03-5101-366-	00001582 02/18 16001611 079800230213
Amount	Pd Check	Claim Description	Vendor Name	Account Name	Account	Voucher Date PO No. Invoice
					20	From: 02/18/2020 To: 02/18/2020
					AIMS	FEBRUARY 18 2020 JAIL FUND CLAIMS
				tail .	ter - Detail	Vendor Claims Register

ORDER TO TRANSFER FUNDS

Fund A/C Explanation

A/C Code Fund

Amount of Transfer
(Decrease)

(Increase)

GENERAL FUND:

Interfund Transfer

01-4909

\$60,000.00

JAIL FUND:

Interfund Transfer

03-4910

\$60,000.00

\$60,000.00

\$60,000.00

Peggy Updike

Total

Grant County Treasurer

Transfer Request: February 18, 2020

02/18/2020 02:43.pm

Budget Fransfers Journal GRANT COUNTY FISCAL COURT

FEBRUARY 18 2020 TRANSFERS All Funds From: 02/18/2020 To: 02/18/2020

28.21	28.21	Grand Totals					
28.21	28,21	Transfer Totals	•				
	28.21		02/18/20 03-5/101-5/73- JAIL TELEPHONE	03-5101-573-	02/18/20	00000027 00000027	000000027
28.21			JAIL RESERVE FOR TRANSFERS	02/18/20 03-9200-999-	02/18/20	00000027	00000027
Credit	Debit		Description:	Account	Date	Ordinance	Transfer

RESOLUTION

Fiscal Court of GRANT 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 GRANT County, and the County Clerk of GRANT County is hereby authorized and directed to certify thereto.

The vote taken on said Resolution, the result	being as follows:
AYES	NAYS
Judge/Executive Chuck Dills	`\$
Magistrate Jacqalynn Riley, First District	
Magistrate Shawna Coldiron, Sécond District	
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COMMONWEALTH OF KENTUCKY: GRANT COUNTY	
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I, J. Colton Simpson	Acting(Fiscal Court), County Clerk of
GRANT County certify that the foregoing is	a true copy of the
Order above. Given under my hand and seal	of office this the
18th day of February 2020	
SIGNED SIGNED	Tel lim non
	- mynn

Acting CLERK OF GRANT COUNTY Fiscal Court

AGREEMENT BETWEEN COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET DEPARTMENT OF RURAL AND MUNICIPAL AID AND GRANT 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 GRANT COUNTY
Fiscal Court, hereinafter referred to as the "County."

WITNESSETH:

WHEREAS, it would be to the benefit of the traveling public to perform bituminous resurfacing with hot mix asphalt on Bullock Pen Drive (CR 1324), (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 hereby agree as follows:

- 1. The **Department** shall be responsible for providing Rural Secondary funding in an amount not to exceed \$40,950 for the reimbursement of the abovementioned Project.
- 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 6 Chief District Engineer in Covington, KY, prior to the awarding of any contract for work or materials to be used on this Project.

- 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 6 Office in Covington, KY. The County hereby agrees to put forth a reasonable effort to do maintenance on roads listed herein prior to bituminous surface being applied. Maintenance being defined but not limited to proper ditching, cleaning or replacement of clogged or deficient drain tiles, proper shouldering, surface preparation, and any other obvious maintenance the road may need. In accordance with, Kentucky Revised Statutes (KRS) §179,380 and 603 Kentucky Administrative Regulation (KAR) §1:020, The County further agrees that placement of a culvert or road tile shall be required for any new entrance constructed that effects the drainage area surrounding any of the roads listed in the agreement. The manner as to the implementation of this requirement shall be at the discretion of the County as permitted by State or Federal law. The minimum thickness of any bituminous surface applied shall be one inch.
- 4. 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 **Department** shall reimburse the **County** up to \$40,950 for completion of work by the **County** under the obligations of this agreement, which shall represent the total obligation of the **Department**.
- 6. The County agrees to be responsible for all cost above \$40,950 however, the County shall not be required to expend any more than \$40,950.
- 7. 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.

- 8. 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 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.
- 9. 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.
- 10. 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.
- 11. The **County** will pass the attached Resolution and a copy of that resolution shall be attached to and made a part of this Agreement.

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.

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.

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.

*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 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.
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:

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 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.

IN WITNESS WHEREOF, the parties have caused this	agreement to be executed by its officers, thereunto duly
authorized.	
GRANT COUNTY FISCAL COURT	
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By: COUNTRY HIDGE/EVECUTERINE	Date: 02-18-2020
COUNTY JUDGE/EXECUTIVE	
TRANSPORTATIO	N CABINET USE:
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APPROVED AS TO FORM AND LEGALITY:	
By: OFFICE OF LEGAL SERVICES	Date:
OFFICE OF LEGAL SERVICES	
TRANSPORTATION CABINET DEPARTMENT OF RURAL AND MUNICIPAL AII)
By: DEPARTMENT COMMISSIONER	Date:
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COMMONWEALTH OF KENTUCKY TRANSPORTATION CABINET	
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By:CABINET SECRETARY	Date:

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NUMBER	COUNTY	DIST	FACILITY NAME	ROUTE	LENGTH	SCOPE
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L					MI)	TO END OF COUNTY ROAD