

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2022-86**

**A RESOLUTION APPROVING A MEMORANDUM OF AGREEMENT (MOA)
BETWEEN THE COMMONWEALTH OF KENTUCKY, KENTUCKY
TRANSPORTATION CABINET (KYTC) AND THE MADISON COUNTY DETENTION
CENTER FOR ROADSIDE INMATE WORK CREWS**

WHEREAS, the Commonwealth of Kentucky, Kentucky Transportation Cabinet ("the Commonwealth") and the Madison County Detention Center (the County Jail" or "Contractor") wish to establish an agreement for Roadside Inmate Work Crews; and

WHEREAS, KYTC will pay the County Jail \$5.00 per day per inmate for meals while performing road maintenance on the roadside crew; KYTC will pay \$15.00 per hour plus benefits for the Officer providing inmate supervision for each day the inmate crew performs work; KYTC shall reimburse mileage at the rate determined by the Finance Cabinet unless KYTC provides a vehicle for transporting inmates; and

WHEREAS, the term for the initial MOA is effective from July 1, 2022 through June 30, 2024; which is attached hereto this Resolution;

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

Motion made by Robinson, seconded by Tudor.

Vote:

Yes

No

Judge Executive Reagan Taylor

Magistrate Ben Robinson III

Magistrate John Tudor

Magistrate Roger Barger

Magistrate Tom Botkin

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

Signed:

R-29
Reagan Taylor
Madison County Judge Executive

Attested:

Kenny Barger
Kenny Barger
Madison County Clerk

6-28-2022
Date

6-28-2022
Date



Commonwealth of Kentucky

CONTRACT

DOC ID NUMBER:

SC 605 2200002065

Version: 1

Record Date:

Document Description: Roadside Inmate Work Crews - Madison County Detention Center

Cited Authority: KRS177.280

Agreements of local government units

Reason for Modification:

Issuer Contact:

Name: Laura Hagan
 Phone: 502-782-3980
 E-mail: laura.hagan@ky.gov

Vendor Name:

MADISON CO DETENTION

107 W IRVINE ST

RICHMOND

KY 40475

Vendor No.

KY0025416

Vendor Contact

Name: NO CONTACT IDENTIFIED
 Phone: 999-999-9999
 Email:

Effective From: 2022-07-01

Effective To: 2024-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Inmate Labor Work Crews	\$0.000000	\$13,000.00	\$13,000.00

Extended Description:

KYTC Work Experience Program

Provides a per diem of \$5.00/day/inmate for meals while performing road maintenance on the roadside crew. Inmates with the road crew shall adhere to an eight hour work day. This allows for two (2) hours travel time and lunch. Six hours shall be spent on job site performing productive work. The MOA allows up to two (2) work crews containing up to five (5) inmates per crew working an average of 260 days/year.

Effective From: 2022-07-01

Effective To: 2024-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
2		0.00000		Correctional Officer Salary for Inmate Work Crew Supervision	\$0.000000	\$80,000.00	\$80,000.00

Extended Description:

Officer Salary for Inmate Supervision

Reimbursement rate that KYTC will pay the Detention Center for providing a Correctional Officer to supervise inmate work crews while working for KYTC.

Effective From: 2022-07-01 Effective To: 2024-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
3		0.00000		Mileage	\$0.000000	\$10,000.00	\$10,000.00

Extended Description:

Mileage shall be reimbursed at the rate determined by the Finance Cabinet. This rate can be found at <http://www.finance.ky.gov/internal/travel/>. The rate is updated quarterly.

Shipping Information:	Billing Information:
Various Shipping See Extended Description	KYTC District 7 - Lexington District Office 800 Newtown Court PO Box 11127
Various KY	Lexington KY 40511

TOTAL CONTRACT AMOUNT:	\$103,000.00
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This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky Transportation Cabinet ("the Commonwealth") and Madison County Detention Center ("the County Jail" or "Contractor") to establish an agreement for Roadside Inmate Work Crews. The initial MOA is effective from July 1, 2022 through June 30, 2024.

SECTION 1-ADMINISTRATIVE OVERVIEW

1.00-Purpose and Background

The Kentucky Transportation Cabinet's (KYTC) Division of Purchases is issuing this **AGREEMENT** on behalf of the KYTC Department of Highways Division of Maintenance and District 7. The Division of Purchases is the only office authorized to change, modify, amend, alter, or clarify the specifications and terms and conditions of the contract.

1.01 – Communications

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing.

After the Award of Contract, all communications of a contractual or legal nature are to be in writing and sent to the Agency Contact Person with a copy to the Buyer.

Agency Contact:

Darrell Burks
Division of Maintenance
Kentucky Transportation Cabinet
200 Mero Street
Frankfort, KY 40622
502-782-5572
Email: Darrell.Burks@ky.gov

Buyer:

Laura Hagan
Division of Purchases
Kentucky Transportation Cabinet
200 Mero Street,
Frankfort, Kentucky 40622
Phone: 502-782-3980
Email: Laura.Hagan@ky.gov

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SECTION 2-SCOPE OF SERVICES

2.00 County Jail's Responsibilities

1. The County Jail shall provide inmates to perform work assignments for KYTC and a correctional officer during transportation to and from the worksite and while working. Such inmates or personnel are not considered employees or agents of KYTC, but at all times shall be under the custody and control of the County Jail.
2. Upon approval by the Finance and Administration Cabinet, the County Jail may use a vehicle provided by KYTC as indicated in Section 1 to transport inmates to and from the KYTC worksite. The vehicle may be driven by an employee of the county, and transported inmates must be in the custody and control of a correctional officer from the county jail at all times.
3. The County Jail shall provide a suitable meal and drink for each inmate, and present proper invoices monthly to support reimbursements in the amount of \$5.00 per day, per inmate.
4. The County Jail shall provide clothing that distinguishes inmates from KYTC employees or other citizens. The County Jail shall provide any needed medical care for inmates.
5. The County Jail shall provide uniforms and related equipment for its correctional officer.
6. The County Jail will submit a monthly invoice to KYTC for costs associated with this Memorandum of Agreement using the provided Excel spreadsheet.
7. To the fullest extent provided by Kentucky law, the County Jail shall be solely responsible for and shall hold KYTC harmless from and against any and all lawsuits, claims, damages, costs and expenses, resulting from the acts or omissions of inmates or correctional officers for injuries (including death) to any and all persons including, but not limited to, any third parties, inmates, and employees of KYTC unless such claims arise from the acts or omissions of KYTC.

2.01-KYTC Department of Highways District 7 Responsibilities

1. KYTC shall provide standard work experience for the inmates, primarily in the areas of equipment maintenance, operation, repair at KYTC equipment garages, and road maintenance.
2. KYTC shall also provide work experience in the area of road maintenance (road crew) for one (1) to two (2) crews. A "crew" shall typically consist of up to five (5) inmates. Inmates with the road crew shall adhere to an eight (8) hour day including travel to and from the job site. A minimum of six (6) hours shall be spent on the job site performing productive work. A workweek shall consist of a regular Monday through Friday schedule. Requested work outside the five (5) day workweek may be performed on mutual agreement between KYTC and the County Jail. Officers shall be paid at the regular per diem rate plus any overtime hours.
3. KYTC shall provide information for inmate workers and their correctional officer regarding the safe and proper care and use of tools and equipment to be used at the work site. An officer who

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views a work situation as unsafe or likely to cause harm to either the officer or the inmate shall immediately stop work until the officer can speak with a KYTC employee.

4. KYTC shall provide any necessary safety equipment.

5. KYTC shall provide the necessary tools, plastic trash bags, equipment, signs, cones, personal protective equipment, and supplies to perform the desired work. The signs, cones, and other work zone, traffic control items shall comply with the Manual on Uniform Traffic Control Devices. The personal protective equipment shall conform to current standards for working on and along highways.

6. KYTC shall pay the County Jail the current mileage reimbursement rate as established by the Finance and Administration Cabinet unless KYTC provides a vehicle for the use of transporting the inmates to the work sites and the county jail.

7. The correctional officer's salary shall be paid by the County Jail, and KYTC shall reimburse the salary of one officer for each working crew for each day worked. **(Holidays and other days when work is not preformed shall not be paid).** The salary to be paid is negotiable between KYTC and the County Jail. The negotiated rate(s) are listed on the applicable contract line items. The reimbursed amount shall include the officer's pay, as well as any costs for fringe benefits (FICA, retirement, health insurance, life insurance, and workers compensation). If the inmates report to the job site and weather or other critical situations beyond their control make it necessary to reduce the workday hours, KYTC shall pay the supervising correctional officer for one full day if he returns the inmates to the county jail after more than four (4) hours have passed from the time of original departure, and one half (1/2) day if returned before four (4) hours have elapsed.

Any request to increase the correctional officer's salary must be approved through a contract modification signed by all parties prior to taking effect.

8. KYTC shall provide the County Jail a weekly work schedule outlining the location and type of work to be performed.

SECTION 3-PRICING

Commodity Line 1 – Inmate Labor –

KYTC will pay \$5.00 per day per inmate for meals while performing road maintenance on the roadside crew. Inmates with the road crew shall adhere to an eight hour work day. This allows for two (2) hours travel time and lunch. Six hours shall be spent on job site performing productive work.

Commodity Line 2 – Officer(s) Salary

KYTC will pay \$24.87 per hour for the Officer providing inmate supervision for each day the inmate crew performs work.

Commodity Line 3 – Mileage

1. KYTC shall reimburse mileage at the rate determined by the Finance Cabinet unless KYTC provide a vehicle for transporting inmates. The

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current rate can be found at: <https://finance.ky.gov/office-of-the-controller/office-of-statewide-accounting-services/Pages/state-employee-travel.aspx>

Invoices for payment shall be submitted to

KYTC District 7

800 Newtown Court

P.O. Box 11127

Lexington, KY 40512-0127

Invoices must be submitted no later than thirty (30) days after completion of the service.

Payment shall be conditioned upon receipt of appropriate, accurate, and acceptable invoices submitted in a timely manner.

The County Jail shall submit monthly invoices that include at a minimum:

1. Vendor's name and address.
2. PON2 or SC number that invoice(s) are using for funding.
3. Clearly list dates of service (from and to).
4. Date of Invoice (date invoice is prepared).
5. Total amount due for the current billing cycle.
6. Cumulative total for all invoices to date.
7. Detailed description of services provided.

Invoices that do not contain the requirements above will be rejected and sent back to the County Jail for re-invoicing.

SECTION 4- KYTC GENERAL TERMS AND CONDITIONS**4.00-Memorandum of Agreement Standard Terms and Conditions**

The Cabinet 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 the Contractor is available and qualified to perform such function; and for the abovementioned reasons, the state agency desires to avail itself of the services of the Contractor;

4.01-Contract Components and Order of Precedence

The Commonwealth's acceptance of the Contractor's offer indicated by the issuance of a Contract Award by KYTC and approved by the KYTC Division of Purchases, the Finance and Administration Cabinet and filed with the Government Contract Review Committee shall create a valid Contract between the Parties consisting of the following:

1. This written agreement, all attachments thereto, and any subsequent written amendments to this Agreement; and
2. The Contractor's final written budget or proposal.

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In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above.

4.02-Term of Contract

The term of the Contract is to be for the period of July 1, 2022 through June 30, 2024.

This Agreement 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 filed with the Legislative Research Commission, Government Contract Review Committee.

The Terms and Conditions of this Contract may be extended or amended according to the provisions of KRS Chapter 45A.

4.03-Changes and Modifications to the Contract

Pursuant to 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment by the Cabinet prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or this authorized designee, and the LRC Government Contract Review Committee. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds at any time that existing conditions make modification of the Contract necessary, it shall promptly report such matters to the Buyer identified on page 1 for consideration and decision.

4.04-No Required Use of Contract

This Contract does not guarantee any minimum use of services. The Cabinet reserves the right to leave all, or any portion, of the contract unused and/or to establish other contracts for additional and/or related services.

The Commonwealth of Kentucky may undertake or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with such other contractors and Commonwealth employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

SECTION 5 - JUSTICE AND PUBLIC SAFETY CABINET TERMS AND CONDITIONS

To the extent permitted by law, the County Jail agrees to indemnify and hold harmless DOC against any and all claims, losses, demands, obligations, and litigation, including attorneys' fees, that result from or by: (1) services rendered by the County Jail performing or supplying services in connection with performance of this MOA, (2) the erroneous or negligent acts of the County Jail, its officers, or employees in the performance of this MOA, (3) the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner

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not authorized by the contract, or by federal or Commonwealth regulations or statutes by the County Jail , (4) any and all acts and omissions of the County Jail , (5) the policies and procedures specifically involving all the County Jail employment practices used by the County Jail during the term of this MOA, and (6) any failure of the County Jail , its officers, or employees to observe federal, state, and local laws, including but not limited to labor laws and minimum wage laws.

The parties acknowledge that records, statistical information, and/or data provided by DOC to the County Jail or KYTC are the property of DOC. In order for DOC to maintain control and integrity of its records, the County Jail and KYTC agree that any Open Records Request seeking access to information or data provided by DOC will be reported to DOC, and if the requestor will agree to do so, the request will be forwarded to DOC. If the requester will not agree to withdraw the request and instead submits it to DOC, then the County Jail and KYTC agree to consult with DOC and to protect the data to the maximum extent permitted by law.

At no point shall any County Jail or KYTC personnel be considered an employee of the Justice and Public Safety Cabinet, for any purpose, including but not limited to unemployment, taxes, withholding, health insurance, liability, retirement, workers' compensation, vacation, sick or other leave, the Family Medical Leave Act, accrued benefits, evaluations, or any other purpose. At all times, any such individual shall be considered and deemed to be an employee of the County Jail or KYTC.

Nothing in this MOA shall be construed, in any way, as granting to any individual providing services under the MOA any of the claims, privileges, or rights established or recognized under KRS Chapter 18A or KAR Title 101.

Each party shall provide a contact to resolve any and all issues related to this MOA and promptly update the contact information as necessary.

All notices under this MOA shall be given in writing. Electronic mail constitutes a writing.

No change, waiver, or discharge of any liability or obligation under this MOA on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

No party shall assign its respective rights or obligations under this MOA without prior written consent of the other party.

This MOA shall be construed and enforced in accordance with the laws of the Commonwealth of Kentucky.

The parties agree that any claim, action, or lawsuit arising under this MOA must be brought in Franklin Circuit Court in the Commonwealth of Kentucky.

If any term or provision or any part of this MOA is declared invalid or unenforceable, the remainder of this MOA shall not be affected, and each term and provision of this MOA shall be valid and enforceable to the fullest extent permitted by the law.

This MOA is the final and exclusive agreement between the parties. All prior negotiations and agreements are superseded by this MOA.

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

Whereas, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and
Whereas, the second party, the Contractor, is available and qualified to perform such function; and
Whereas, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

NOW THEREFORE, the following terms and conditions are applicable to this contract:

1.00 Effective Date:

This contract is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission, Government Contract Review Committee ("LRC"). However, in accordance with KRS 45A.700, contracts in aggregate amounts of \$10,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary.

2.00 LRC Policies:

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

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

3.00 Choice of Law and Forum:

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

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

4.00 EEO Requirements

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

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

5.00 Cancellation:

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

6.00 Funding Out Provision:

The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the Contractor thirty (30) calendar days' written notice of termination of the contract due to lack of available funding.

7.00 Reduction in Contract Worker Hours:

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement

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will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

8.00 Authorized to do Business in Kentucky:

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

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

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

Registration with the Secretary of State by a Foreign Entity:

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

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

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

9.00 Invoices for fees:

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

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

10.00 Travel expenses, if authorized:

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

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

11.00 Other expenses, if authorized herein:

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

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

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

12.00 Purchasing and specifications:

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

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The Contractor certifies that he/she will not attempt in any manner to influence any specifications to be restrictive in any way or respect nor will he/she attempt in any way to influence any purchasing of services, commodities or equipment by the Commonwealth of Kentucky. For the purpose of this paragraph and the following paragraph that pertains to conflict-of-interest laws and principles, "he/she" is construed to mean "they" if more than one person is involved and if a firm, partnership, corporation, or other organization is involved, then "he/she" is construed to mean any person with an interest therein.

13.00 Conflict-of-interest laws and principles:

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

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

14.00 Campaign finance:

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

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

15.00 Access to Records:

The state agency certifies that it is in compliance with the provisions of KRS 45A.695, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

16.00 Social security: (check one)

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

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

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

17.00 Violation of tax and employment laws:

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

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

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providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

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

Contractor must check one:

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

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

18.00 Discrimination:

This section applies only to contracts disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding a notice advising the said labor union or workers' representative of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

2200002065**Roadside Inmate Work Crews - Madison County
Detention Center**

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.

2200002065

Roadside Inmate Work Crews - Madison County
Detention Center

By signing this contract, the parties agree to and accept the terms and conditions detailed above.

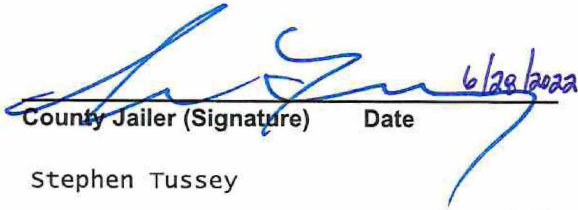
DocuSigned by:



7/5/2022

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Transportation Cabinet Secretary Date


County Jailer (Signature) Date
Stephen Tussey

Printed Name

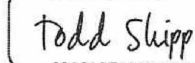

County Judge Executive (Signature) Date
6/28/2022

REAGAN TAYLOR

Printed Name

Approved as to form and legality:

DocuSigned by:



6/17/2022

63A9A3E2A82646E...

KYTC Attorney

Date



COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
transportation.ky.gov

Andy Beshear
GOVERNOR

Jim Gray
SECRETARY

MEMORANDUM

TO: Jim Gray
Secretary

THRU: Mike Hancock, P.E.
Deputy Secretary

THRU: James E. Ballinger, P.E.
State Highway Engineer

THRU: Kelly Baker, Executive Director
Department of Highways

THRU: Todd Shipp / William Fogle
Office of Legal Services

THRU: Robin Brewer, Executive Director
Office of Budget & Fiscal Mgmt.

FROM: Laura Hagan, Director
Division of Purchases

DATE: June 15, 2022

SUBJECT: SC 605 2200002065

DS
TS

Attached is a contract for Roadside Inmate Work Crews - Madison County Detention Center requested by District 7. This contract is for the amount of \$103,000.00 for period July 1, 2022 through June 30, 2024.

Officer Wage Reimbursement Calculation Sheet

Officer for Work Crew No. 1

Officer for Work Crew No. 2

Base Hourly Rate:	\$ <u>15.00</u>	\$ _____
<u>Employer's Contribution</u>		
Fed. Tax:	\$ <u>N/A</u>	\$ _____
FICA:	\$ <u>1.15</u>	\$ _____
Retirement:	\$ <u>4.04</u>	\$ _____
Worker's Compensation:	\$ <u>1.28</u>	\$ _____
Health Insurance:	\$ <u>3.32</u>	\$ _____
Life Insurance:	\$ <u>.03</u>	\$ _____
Miscellaneous ^{Unemployment}	\$ <u>.05</u>	\$ _____
KY Withholding Tax:	\$ <u>N/A</u>	\$ _____
KY Occupation Tax:	\$ <u>N/A</u>	\$ _____
Total Base Hourly Rate	\$ <u>24.87</u>	\$ _____

County of: Madison

County Judge: Reagan Taylor

County Jailer: Steve Tussey

Date: 4/6/22