

**MADISON COUNTY FISCAL COURT
MADISON COUNTY, KY
RESOLUTION 2024-47**

**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, during the two-year term of this MOA, KYTC will pay the County Jail up to \$13,000.00 for meals while performing road maintenance on the roadside crew; KYTC will pay up to \$80,000.00 for the Correctional Officer providing inmate supervision for the days 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, 2024 through June 30, 2026; 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 THE SAME ON BEHALF OF THE COUNTY.

Motion made by Bathin, seconded by Combs.

Vote:

Yes

No

Judge Executive Reagan Taylor

Magistrate James Brian Combs

Magistrate Stephen Lochmueller

Magistrate Billy Ray Hughes

Magistrate Tom Botkin

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

Signed:

R-T
Reagan Taylor
Madison County Judge Executive

Attested:

Kenny Barger
Kenny Barger
Madison County Clerk

5-28-2024
Date

5-28-2024
Date



Andy Beshear
GOVERNOR

TRANSPORTATION CABINET

200 Mero Street
Frankfort, Kentucky 406 01

Jim Gray
SECRETARY

MEMORANDUM

TO: Jim Gray
Secretary

DS

THRU: Mike Hancock, P.E.
Deputy Secretary

DS

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

DS
JB

THRU: Kelly Baker, Executive Director
Department of Highways

DS
KB

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

DS
RB

THRU: William Fogle or Todd Shipp
Office of Legal Services

DS
TS

FROM: Laura Hagan, Director
Division of Purchases

DS
LH

DATE: May 13, 2024

SUBJECT: SC 605 2400001572

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, 2024 through June 30, 2026.



Commonwealth of Kentucky

CONTRACT

Document Number: SC 605 2400001572 **Version:** 1

Record Date:

Document Description: County Jail Inmate Work Crews

Cited Authority: KRS177.280
Agreements of local government units

Reason for Modification:

Issuer Contact:

Name: LATASHA CHENAULT
Phone: 502-782-5673
E-mail: latasha.chenault@KY.GOV

Vendor Name:	Vendor No.	KY0025416
MADISON CO DETENTION	Vendor Contact	
	Name:	MELANIE JOHNSON
PO BOX 1120	Phone:	8596244710
RICHMOND KY 40476	E-mail:	Sherry.McIntosh@madisoncountky.us

Effective From: 2024-07-01 **Effective To:** 2026-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		KYTC Work Experience Program	\$0.000000	\$13,000.00	\$13,000.00

Extended Description:

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.

Shipping Information:	Billing Information:
Various Shipping See Extended Description	Various Billing See Extended Description
Various KY	Various KY

Effective From: 2024-07-01 **Effective To:** 2026-06-30

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

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Extended Description:

Reimbursement rate that KYTC will pay County Jail for providing a Correctional Officer to supervise inmate work crews while working for KYTC.

Shipping Information:				Billing Information:			
Various Shipping See Extended Description				Various Billing See Extended Description			
Various KY				Various KY			

Effective From: 2024-07-01 Effective To: 2026-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
4		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				Various Billing See Extended Description			
Various KY				Various KY			

TOTAL CONTRACT AMOUNT	\$103,000.00
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DocuSign Envelope ID: D0AC4C20-774D-48C0-997F-DEBBF6301A7B	Document ID: 2400001572	Document Description	Page 3
2400001572	Draft	County Jail Inmate Work Crews	Total Pages: 14

Memorandum of Agreement Terms and Conditions

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, 2024 through June 30, 2026.

SECTION 1-ADMINISTRATIVE OVERVIEW

1.00-Purpose and Background

Roadside Inmate Work Crews Madison County District 7.

1.01 - Issuing Office

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.

1.02 – 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:
 Latasha Chenault
 Division of Purchases
 Kentucky Transportation Cabinet
 200 Mero Street
 Frankfort, Kentucky 40622
 Phone: 502-782-5673
 Email: Latasha.Chenault@ky.gov

SECTION 2-SCOPE OF SERVICES

2.00 County Jail’s Responsibilities

DocuSign Envelope ID: D0AC4C20-774D-48C0-997F-DEBBF6301A7B		Document Description	Page 4
2400001572	Draft	County Jail Inmate Work Crews	Total Pages: 14

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 views a work situation

DocuSign Envelope ID: D0AC4C20-774D-48C0-997F-DEBBF6301A7B		Document Description	Page 5
2400001572	Draft	County Jail Inmate Work Crews	Total Pages: 14

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.
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

KYTC shall reimburse mileage at the rate determined by the Finance Cabinet unless KYTC provide a vehicle for transporting inmates. The current rate can be found at: <https://finance.ky.gov/services/statewideacct/Pages/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.

DocuSign Envelope ID: D0AC4C20-774D-48C0-997F-DEBBF6301A7B	Document ID	Document Description	Page 6
2400001572	Draft	County Jail Inmate Work Crews	Total Pages: 14

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

The County Jail shall submit monthly invoices in accordance with Section 3-Pricing.

The invoice must include at a minimum:

1. Vendor's name and address.
2. SC number.
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. Detailed description of services provided using Monthly Invoice Template spreadsheet.

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 and the Finance and Administration Cabinet 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 (if applicable).

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-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 their authorized designee. 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.

4.03- 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

Document ID		Document Description	Page 7
2400001572	Draft	County Jail Inmate Work Crews	Total Pages: 14

manner 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.

DocuSign Envelope ID: D0AC4C20-774D-48C0-997F-DEBBF6301A7B	Document ID	Document Description	Page 8
2400001572	Draft	County Jail Inmate Work Crews	Total Pages: 14

MOA/PSC Exception Standard Terms and Conditions Revised April 2024

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.

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

2.00 LRC Policies

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

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

3.00 Choice of Law and Forum

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

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

4.00 EEO Requirements

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

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

DocuSign Envelope ID: D0AC4C20-774D-48C0-997F-DEBBF6301A7B	Document ID	Document Description	Page 9
2400001572	Draft	County Jail Inmate Work Crews	Total Pages: 14

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 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.

DocuSign Envelope ID: D0AC4C20-774D-48C0-997F-DEBBF6301A7B		Document Description	Page 10
2400001572	Draft	County Jail Inmate Work Crews	Total Pages: 14

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.

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

DocuSign Envelope ID: D0AC4C20-774D-48C0-997F-DEBBF6301A7B	Document ID	Document Description	Page 11
2400001572	Draft	County Jail Inmate Work Crews	Total Pages: 14

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

16.00 Social security

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

The parties are cognizant that the state is not liable for social security contributions, pursuant to 42

U.S. Code, section 418, relative to the compensation of the second party for this contract.

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

17.00 Violation of tax and employment laws

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

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

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

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

18.00 Discrimination

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

DocuSign Envelope ID: D0AC4C20-774D-48C0-997F-DEBBF6301A7B	Document Description	Page 12
2400001572	Draft	County Jail Inmate Work Crews
		Total Pages: 14

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

DocuSign Envelope ID: D0AC4C20-774D-48C0-997F-DEBBF6301A7B	Document ID	Document Description	Page 13
2400001572	Draft	County Jail Inmate Work Crews	Total Pages: 14

direction by the agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

Boycott Provisions

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

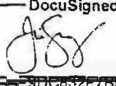
Lobbying Prohibitions

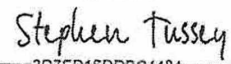
The contractor represents that they, and any subcontractor performing work under the contract, have not violated the agency restrictions contained in KRS 11A.236 during the previous ten (10) years, and pledges to abide by the restrictions set forth in such statute for the duration of the contract awarded.

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

DocuSign Envelope ID: D0AC4C20-774D-48C0-997F-DEBBF6301A7B		ent Description	Page 14
2400001572	Draft	County Jail Inmate Work Crews	Total Pages: 14

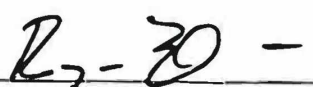
By signing this contract, the parties agree to and accept the terms and conditions detailed above.

DocuSigned by:

 5/30/2024
 Transportation Cabinet Secretary Date

DocuSigned by:

 5/15/2024
 County Jailer (Signature) Date

Stephen Tussey

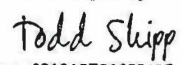
Printed Name


 5/28/2024
 County Judge Executive (Signature) Date

Reagan Taylor

Printed Name

Approved as to form and legality:

DocuSigned by:

 5/13/2024
 KYTC Attorney Date