

**ORDERS**

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Boyd County Fiscal

COURT

Ron Cooper Co.

This was a Special Meeting of the Boyd County Fiscal Court held on October 26, 2020.  
Meeting was held in the Boyd County Courthouse, Second floor Courtroom at 12:00pm.

**Present Were:**

Eric Chaney, County Judge Executive  
Keith Watts, County Commissioner  
Larry Brown, County Commissioner  
Randy Stapleton, County Commissioner

Meeting was opened by Eric Chaney, County Judge.  
Larry Brown was called upon to deliver the invocation.  
Keith Watts recited the Pledge of Allegiance

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**Second Reading Global Monitoring Ordinance**

Motion was made by Keith Watts and Seconded by Randy Stapleton to approve Ordinance 2020-04 relating to County Administration of a Global Monitoring System Program and setting an administrative fee pursuant to KRS 67.372.

**ORDERS**

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Boyd County Fiscal

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**BOYD COUNTY FISCAL COURT**  
**ORDINANCE NO. 2020-04**

AN ORDINANCE RELATING TO COUNTY ADMINISTRATION OF A GLOBAL MONITORING SYSTEM PROGRAM AND SETTING AN ADMINISTRATIVE FEE PURSUANT TO KRS 67.372

Be it ordained by the fiscal court of the county of Boyd, Commonwealth of Kentucky:

**Section 1 – Establishment**

The Boyd County Fiscal Court hereby establishes a global positioning monitoring system program (GPMSP) as authorized by KRS 67.372.

**Section 2 – Administration**

The GPMSP is assigned to the Boyd County Detention Center (BCDC) and Jailer to operate and/or supervise the program continuously, twenty-four (24) hours per day, seven (7) days per week.

The BCDC, Jailer and Deputy Jailers shall assist petitioners, victims or witnesses in need of assistance when a person ordered to wear a monitoring device violates the provisions of a court order.

**Section 3 – Contracting**

Any entity with which the county contracts for providing the GPMSP and associated devices shall meet not less than all of the requirement of KRS 67.372 and KRS 403.761 and 456.100.

**Section 4 – Contact Monitoring and Termination**

The county shall monitor the performance of any entity providing the GPMSP system and devices and any contract shall require the entity to agree to termination of the contract in the event of serious or continued violations of the contract.

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Any such contract shall also permit termination for convenience of either party upon \_\_\_\_\_ days written Notice to the other.

**Section 5 – Compliance With Other Laws**

Any GPMSP chosen shall comply strictly with the provisions of KRS 67.372(5)(a) and (b).

The provisions of KRS 67.372(6) are incorporated herein by reference and any contract for GPMSP services shall specify that no unit of state or local government and no public officer or employee shall be liable for costs associated with the contract or program except in strict compliance with KRS 67.372(6).

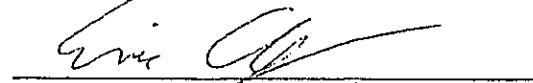
**Section 6 – Administrative Fee**

An administrative fee shall be charged to any person ordered to participate in the GPMSP to provide for the county's cost in administering the program. This administrative fee is set at \$50.00 which shall be in addition to any fee or fees charged by the contracting entity and may be increased or decreased hereafter by amendment of this Ordinance.

**Section 7 – Incorporation By Reference**

KRS 67.372 is incorporated herein by reference as if set out in full. A copy of KRS 67.372 is attached hereto as "Exhibit A".

This Ordinance be in full force and effect upon its adoption, readoption and publication according to law.



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ERIC CHANEY  
BOYD COUNTY JUDGE-EXECUTIVE

Voting First Reading:

Second Reading:

Commissioner Watts Yes \_\_\_\_\_ Yes \_\_\_\_\_

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Commissioner Stapleton Yes YesCommissioner Brown Yes YesJudge Chaney Yes Yes

ATTEST:

  
SUSAN CAMPBELL  
BOYD COUNTY CLERKPUBLISHED: 11 - 04 - 2020

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**Vote as Follows:**

|                 |     |
|-----------------|-----|
| Eric Chaney     | Yes |
| Keith Watts     | Yes |
| Larry Brown     | Yes |
| Randy Stapleton | Yes |

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**Approval of agreement for Flex Funds to pave roads**

Motion was made by Larry Brown and Seconded by Keith Watts to approve an agreement between the Kentucky Transportation Cabinet, the Department of Rural and Municipal Aid and Boyd County, to resurface the following roads, chosen by the state, with flex funds

Comfort Lane  
Louise Drive  
Oak Hill Lane  
Riekert Drive  
Walker Lane

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BOYD COUNTY  
BIT. RESURFACING  
VARIOUS COUNTY ROADS  
\$205,639 - CB06 FLEX FUNDS

AGREEMENT BETWEEN  
COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET  
DEPARTMENT OF RURAL AND MUNICIPAL AID  
AND  
BOYD 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 BOYD 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 various county roads (see authorized locations attachment), which shall hereinafter be referred to as the "Project"; and

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

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

1. The Department shall be responsible for providing Rural Secondary funding in an amount not to exceed \$205,639 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 9 Chief District Engineer in Flemingsburg, KY, prior to the awarding of any contract for work or materials to be used on this Project.

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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 9 Office in Flemingsburg, 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 \$205,639 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 \$205,639 however, the County shall not be required to expend any more than \$205,639.
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

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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.

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

WHEREAS, the first party, the state agency, has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and

WHEREAS, the second party, the Contractor, is available and qualified to perform such function; and

WHEREAS, for the abovementioned reasons, the state agency desires to avail itself of the services of the second party;

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

**1.00 Effective Date:**

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

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

**2.00 Renewals:**

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

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

**3.00 LRC Policies:**

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

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

**4.00 Choice of Law and Forum:**

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

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

**5.00 EEO Requirements**

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

**6.00 Cancellation:**

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

**7.00 Funding Out Provision:**

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

**8.00 Reduction in Contract Worker Hours:**

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

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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.

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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.

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**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.

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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.

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Ron Cooper Co.

BOYD COUNTY  
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**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.

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Ron Cooper Co.

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**BOYD COUNTY**  
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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.

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

**BOYD COUNTY FISCAL COURT**By:   
**COUNTY JUDGE/EXECUTIVE**Date: 10-26-20**TRANSPORTATION CABINET USE:****APPROVED AS TO FORM AND LEGALITY:**By: \_\_\_\_\_ Date: \_\_\_\_\_  
**OFFICE OF LEGAL SERVICES****TRANSPORTATION CABINET  
DEPARTMENT OF RURAL AND MUNICIPAL AID**By: \_\_\_\_\_ Date: \_\_\_\_\_  
**DEPARTMENT COMMISSIONER****COMMONWEALTH OF KENTUCKY  
TRANSPORTATION CABINET**By: \_\_\_\_\_ Date: \_\_\_\_\_  
**CABINET SECRETARY**

**ORDERS**

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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.

## ORDERS }

Boyd County Fiscal

COURT

2020-11

Ron Cooper Co.

R E S O L U T I O N

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

**ORDERS } Boyd County Fiscal COURT**

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Ron Cooper Co.

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

**AYES****NAYS**

Commissioner Watts

Commissioner Brown

Commissioner Stapleton

Judge Chaney

COMMONWEALTH OF KENTUCKY : BOYD COUNTY

I, Susan Campbell, County Clerk of BOYD County certify that the foregoing is a true copy of the Order above. Given under my hand and seal of office this the 26<sup>th</sup> day of October, 2020.

SIGNED



CLERK OF BOYD COUNTY

## ORDERS }

Boyd County Fiscal

COURT

Ron Cooper Co.

| AUTHORIZATION LOCATION |        |      |               |           |                          |  |
|------------------------|--------|------|---------------|-----------|--------------------------|--|
| ITEM NUMBER            | COUNTY | DIST | FACILITY NAME | ROUTE     | LENGTH                   | SCOPE  |
| 1                      | Boyd   | 9    | COMFORT LN    | CR 1340 N | 0.000 - 0.202 (0.202 MI) | FROM WILLOW DR EXTENDING SOUTH TO DAWSON LN                        |
| 1                      | Boyd   | 9    | LOUISE DR     | CR 1333 R | 0.000 - 0.184 (0.184 MI) | FROM CEDAR KNOLL DR EXTENDING NORTH TO RIEKERT DR                  |
| 1                      | Boyd   | 9    | OAK HILL LN   | CR 1333 B | 0.000 - 0.576 (0.576 MI) | FROM OAK HILL DR EXTENDING SOUTH TO END OF COUNTY ROAD MAINTENANCE |
| 1                      | Boyd   | 9    | RIEKERT DR    | CR 1333 N | 0.000 - 0.427 (0.427 MI) | FROM FAIRHILL DR EXTENDING SOUTH TO EAGLE DR                       |
| 1                      | Boyd   | 9    | WALKER LN     | CR 1211   | 0.000 - 0.606 (0.606 MI) | FROM KY 854 EXTENDING NORTH TO END OF COUNTY ROAD MAINTENANCE      |

**ORDERS } Boyd County Fiscal COURT**

Ron Cooper Co.

Motion was made by Keith Watts and Seconded by Randy Stapleton to have this meeting stand adjourned.

## **Eric Chaney, County Judge Executive**