



Andy Beshear
GOVERNOR

TRANSPORTATION CABINET

200 Mero Street
Frankfort, Kentucky 406 01

Jim Gray
SECRETARY

MEMORANDUM

TO: Jim Gray
Secretary

THRU: Mike Hancock, P.E.
Deputy Secretary

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

THRU: Robert Yeager, Executive Director
Department of Highways

THRU: Shaun McKiernan, Executive Director
Office of Budget & Fiscal Mgmt.

THRU: William Fogle or Todd Shipp
Office of Legal Services

FROM: Laura Hagan, Director
Division of Purchases

DATE: February 19, 2026

SUBJECT: SC 605 2500001699

Initial
TS

Attached is a modified contract for Kenton County Snow and Ice Agreement requested by District 6. Transfer \$40,000.00 from Line Item 2 Snow and Ice Operations - Hourly Operator to Line Item 3 Snow and Ice Operations – Salt. The adjusted amount is \$240,000.00 to commodity line 2 and \$84,015.00 for commodity line 3.

Attached is a contract for Kenton County Snow and Ice Agreement requested by District 6. The service dates of this contract will be November 1, 2025 to April 15, 2026 with the overall contract amount of \$501,955.00.



Commonwealth of Kentucky

CONTRACT MODIFICATION

Document Number:	SC	605	2500001699	Version: 2
Record Date:				
Document Description:	Kenton Co Snow and Ice Agreement 2026			
Cited Authority:	KRS177.280 Agreements of highway government units			
Reason for Modification:	Modification - transfer \$40,000 from Line Item 2 to Line Item 3. To cover the expense of salt for the remainder of the winter. No changes made to the total of contract. Updated MOA-PSC Exception Standard Terms and Conditions February 2026 to latest version.			

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

Vendor Name:	Vendor No.:	KY0033901
KENTON COUNTY FISCAL COURT	Vendor Contact Name:	Kurt Greivenkamp
ROAD FUND	Phone:	859-392-1444
1840 Simon Kenton Way	E-mail:	kurt.greivenkamp@kentoncounty.org
Suite 5100		
COVINGTON KY 41011		

Shipping Information:	Billing Information:
	KYTC District 6 - Covington District Office
	421 Buttermilk Pike
	Covington KY 41017-0130

Effective From: 11/01/2025 **Effective To:** 04/15/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Snow and Ice Operations - Single Axle Dump Trucks	\$0.000000	\$177,940.00	\$177,940.00

Extended Description:

Compensate the County Forty-Four Thousand Four Hundred Eight-Five Dollars (\$44,485.000) service fee for fiscal year 2026 per single axle dump truck, not to exceed four, to perform snow and ice operations on state owned roadways within the County from November 1, 2025 through April 15, 2026.

Effective From: 11/01/2025 **Effective To:** 04/15/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
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2		0.00000		Snow and Ice Operations - Hourly Operator	\$0.000000	\$240,000.00	\$240,000.00
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Extended Description:

Compensate the County One Hundred Forty Dollars per hour (\$140/HR) for each hour an operator is performing snow and ice on the state owned roadways listed in Addendum A

Effective From: 11/01/2025

Effective To: 04/15/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
3		0.00000		Snow and Ice Operations - Salt	\$0.000000	\$84,015.00	\$84,015.00

Extended Description:

Compensate the County Eighty-Eight Dollars and Three Cents (\$88.03) per ton for each ton of road salt used while the County performs snow and ice operations on the state-owned roadways listed in Addendum A

TOTAL CONTRACT AMOUNT	\$501,955.00
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2/19/26 Modification #1 - transfer \$40,000 from Line Item 2 to Line Item 3. To cover the expense of salt for the remainder of the winter. No changes made to the total of contract. Updated MOA-PSC Exception Standard Terms and Conditions February 2026 to latest version.

Memorandum of Agreement (SC)

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Kentucky Transportation Cabinet (“the Commonwealth”) and Kenton County Fiscal Court (“the Contractor”) to establish an agreement for Snow and Ice Operations. The initial MOA is effective from November 1, 2025 through April 15, 2026.

SECTION 1-ADMINISTRATIVE OVERVIEW

1.00- Purpose and Background

To establish an agreement for Snow and Ice Operations

1.01- Issuing Office

The Kentucky Transportation Cabinet’s Division of Purchases is issuing this Agreement on behalf of the KYTC Department of Highways District 6. 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.

Notices made by the Cabinet to the Contractor shall be sent to the Contractor Representative.

Agency Contact:
 Andy Yeager, P.E
 Transportation Engineer Supervisor, District 6
 Kentucky Transportation Cabinet
 3923 Madison Pike
 Covington, KY. 41017
 Phone: 859-356-5300
 Email: Andy.Yeager@ky.gov

Buyer:
 Latasha Chenault
 Division of Purchases
 Kentucky Transportation Cabinet
 200 Mero Street
 Frankfort, Kentucky 40622
 Phone: 502-782-5673

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Email: Latasha.Chenault@ky.gov

Contractor Representative:
 Spencer Stork, P.E.
 Kenton County Engineer – Director of Public Works
 420 Independence Station Road
 Independence, KY 41051
 Phone: 859-392-1920
 Email: spencer.stork@kentoncounty.org

SECTION 2-SCOPE OF SERVICES

2.00 Services Required:

WHEREAS, The Department, pursuant to KRS, 177.020 (7) & KRS 177.280, by and through its Commissioner of Highways, is required to maintain and repair state owned roads within the Commonwealth, and whereas, it is fiscally prudent to delegate this responsibility to the County; and

WHEREAS, the County has agreed to perform for the Department snow and ice operations on certain state owned roads within the limits of Kenton County.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties hereby agree as follows:

ARTICLE I - OBLIGATIONS OF THE DEPARTMENT

Scope of Agreement:

(a) Within this Agreement, the County agrees to perform snow and ice operations of certain state owned roadways located in Kenton County that are listed in Addendum A to this Agreement so as to preserve their proper functionality. Snow and Ice operations are more fully defined by the Manuals for Maintenance and Field Operations Guide.

ARTICLE II – RESPONSIBILITIES OF THE DEPARTMENT

The Department shall:

(a) Compensate the County Forty-Four Thousand Four Hundred Eight-Five Dollars (\$44,485.00) service fee for fiscal year 2026 per single axel dump truck, not to exceed four, to perform snow and ice operations on state owned roadways within the County from November 1, 2025 through April 15, 2026. Compensate the County One Hundred Forty Dollars per hour (\$140/HR) for each hour an operator is performing snow and ice on the state owned roadways listed in Addendum A. Compensate the County Eighty-Eight Dollars and Three Cents per Ton (\$88.03/TON) for each ton of salt used while performing snow and ice on the state owned roadways listed in Addendum A.

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- (b) Because the parties intend for compensation to be based on actual expenditures incurred during prosecution of work, make payments of the compensation due under the terms of this Agreement pursuant to the following invoice schedule:

Service fee – November 1, 2025
November 1, 2025 – January 31, 2026
February 1, 2026 – April 15, 2026

- (c) Make inspections during snow and ice events on the roadways listed in Addendum A that are treated by the County and/or its contractors.

ARTICLE III – RESPONSIBILITY OF COUNTY

The County Shall:

(a) Pass a resolution authorizing the Kenton County Judge Executive to sign this Agreement on behalf of the County. A copy of that resolution shall be attached to and made a part of this Agreement and hereinafter referred to as Addendum B.

(b) Procure up to four single axel dumps trucks retrofitted for snow and ice operations. Provide two operators per truck to treat the roadways listed in Addendum A during snow and ice events from November 1, 2025 through April 15, 2026.

(c) Keep accurate records of any public complaints including the time the complaint was made, the nature of the complaint, the location where the condition of the complaint existed, the remedial action taken (if remedial action was deemed necessary).

(d) Keep accurate records of any and all snow and ice activities including records of the call out times, report time and active time the trucks are treating routes listed in Addendum A. Material usage will be paid by a separate agreement.

(e) Submit a monthly summary of operator’s snow and ice hours and material used and their associated costs on the routes listed in Addendum A to the Department’s Covington Section Supervisor.

(f) Submit invoices to the department specifically identifying the work performed and the actual compensation due under terms of this agreement pursuant to the following schedule:

Service fee – November 1, 2025
November 1, 2025 – January 31, 2026
February 1, 2026 – April 15, 2026

ARTICLE IV – INDEMNIFICATION

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(a) The County Shall indemnify and save harmless the Department and all of its officers, agents, and employees for all suits, actions or claims of any person, persons or property resulting from the actions of the County or any of its agents in connections with their performance under this Agreement.

ARTICLE V – GENERAL TERMS

- (a) The Department may, at any time, inspect records kept by the County pursuant to this Agreement.
- (b) This instrument embodies the entire agreement between the parties and the terms herein may be supplemented or changed only by written agreement of the parties. This agreement shall be amended once the number of seasonal employees is finalized no later than November 1, 2025.
- (c) This Agreement is effective November 1, 2025 and continuing through April 15, 2026.
- (d) Any disputes concerning the completion of work set forth by this Agreement shall be worked out to the mutual satisfaction of the Department and County. In the event that both parties are unable to agree, the Secretary of the Kentucky Transportation Cabinet will determine how best to resolve the dispute. The Secretary’s decision shall be final.
- (e) The failure of either party to act upon the breach or default of any term, provision, or obligation in this Agreement by the other party shall not be construed as a waiver of any succeeding breach or default of the same term, provision, or obligation.
- (f) This Agreement may be terminated by either party upon written notice 30 days prior to the date upon which the termination is to become effective. Such termination, or notice thereof, shall not extinguish the duties of both parties to complete any work for which obligations were made or which was commenced before the notice of termination was given.

SECTION 3-PRICING

Commodity Line 1

Service fee of \$44,485.00 per Single Axle Dump Truck

Commodity Line 2

Salting/Plowing fee of \$140 per hour

Commodity Line 3

Salt at \$88.03 per ton

Invoices shall be submitted electronically to KYTC.D06PDPInvoices@ky.gov

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 Contractor shall submit monthly invoices that must include at a minimum:

1. Vendor's name and address.
2. PON2 or 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.

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- 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 Contractor 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.

“ADDENDUM A”

KENTON COUNTY ROADS TO BE TREATED DURING SNOW AND ICE EVENTS BY KENTON COUNTY FISCAL COURT

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ROUTE #1 – 12.538 Miles

KY 177 – (DeCoursey Pike) - from KY 536 (Visalia Road) to the Banklick Creek Bridge near Grand Avenue, a distance of 10.041 miles. (MP 9.174 to MP 19.215)

KY 2044 – (Marshall Road & Petty Road) - From KY 16 to the intersection with KY 177 in Ryland Heights, a distance of 2.497 miles. (MP 0.000 to MP 2.497)

ROUTE #2 – 11.968 Miles

KY 16 – (Walton-Nicholson Road) - From the Boone County line to the junction with KY 1486 (Stephens Road), a distance of 6.426 miles. (MP 0.000 to MP 6.426)

KY 17 – (Madison Pike) - from KY 14 (Rich Road) to the KY 16 (Taylor Mill Road), a distance of 5.542 miles. (MP 3.974 to MP 9.516)

ROUTE #3 – 12.046 Miles

KY 1501 – (Hands Pike) - From KY 17 (Madison Pike) to KY 16 (Taylor Mill Road), a distance of 2.496 miles. (MP 0.000 to MP 2.496)

KY 2047 – (Senour Road & Klette Road) - From the junction with KY 1486 (Fowler Creek Road) to the junction with KY 177 (DeCoursey Pike), a distance of 3.981 miles. (MP 0.000 to MP 3.981)

KY 3035 – (Wayman’s Branch Road) - From the junction with KY 17 X, to a junction with KY 1501, a distance of 2.720 miles. (MP 0.000 to MP 2.720)

KY 3716 – (Taylor Mill Road) - From the junction with KY 16, to another junction with KY 16, near I-275, a distance of 2.849 miles. (MP 0.000 to MP 2.849)

ROUTE #4 – 10.083 Miles

KY 1486 & KY 1486 C – (Fowler Creek Road & Connector) - From KY 16 (Taylor Mill Road) to KY 3035 (Old KY 17), a distance of 3.632 miles. (MP 0.000 to MP 3.632)

KY 1829 – (Richardson Road) - From the junction with KY 1303, to a junction with KY 3035 (Old KY 17), a distance of 3.363 miles. (MP 1.024 to MP 4.387)

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KY 2045 – (McCullum Road, Oliver Road & Cox Road) - From the junction with KY 17 X (Old Madison Pike) to the junction with KY 16 (Taylor Mill Road), a distance of 2.375 miles. (MP 1.336 to MP 3.711)

KY 842 – (Richardson Road) From the Boone County line to the junction with KY 1303 (Turkeyfoot Road), a distance of 0.713 miles. (MP 0.000 to MP 0.713)

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MOA/PSC Exception Standard Terms and Conditions
Revised February 2026

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 Commonwealth will make payment within thirty (30) working days of receipt of contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or its representative.

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,

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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 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.

5.00 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.

6.00 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.

7.00 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

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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>

8.00 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.

9.00 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.

10.00 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.

11.00 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.

12.00 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.

13.00 Campaign finance

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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.

14.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "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).

15.00 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.

16.00 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.

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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.

17.00 Nondiscrimination

The Equal Employment Opportunity Act of 1978 (the "Act"), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
- (b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin.
- (c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.
- (d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

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Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

18.00 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

If applicable, 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.

If applicable, the contractor verifies that, pursuant to KRS 41.480, they do not engage in, and will not for the duration of the contract engage in, in energy company boycotts as defined by KRS 41.472.

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

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convicted of a crime related to the original, subsequent, or similar contract within five (5) years of the conviction of the lobbyist.

19.00 Artificial Intelligence (AI)

Vendor agrees to adhere to [CIO-126 Artificial Intelligence Policy.pdf](#), which includes but is not limited to, the required written disclosure, in advance, of every use of generative AI and/or integrations with generative AI system. Vendor agrees to disclose all parts of contracted work that is expected to be or will be performed with the assistance of AI. Further, Vendor understands and agrees to take appropriate measures to ensure Generative AI shall not be used for any activities that are illegal or in violation of state policy, COT policy, or agency policy per CIO-126. Vendors may not use Commonwealth confidential or internal data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in writing by the agency head with consultation from the COT Chief Information Officer. Vendor agrees to provide reasonable written notice of any issue of noncompliance with these requirements.

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Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

1st Party:

Signature

Title

Printed Name

Date

2nd Party:

Judge/Executive

Signature
Kris KnocheImann

Title

Printed Name

Date

Other Party:

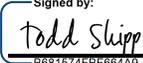
Signature

Title

Printed Name

Date

Approved as to form and legality:

Signed by:


B881574FBF664A9...
Attorney