

August 14, 2023

Dear Project Director,

For your review and e-signature approval, attached is a DocuSign document of your FY24 full year Highway Safety grant for contract year October 1, 2023–September 30, 2024, with the Transportation Cabinet’s Kentucky Office of Highway Safety. This grant contract is contingent upon the National Highway Traffic Safety Administration (NHTSA) approval.

Your agency will be able to access the finalized grant contract in the IGX system, once final approval is complete. Please note: to avoid unnecessary delays in payment, verify the “Payment/Reimbursement Information” section (located on the project page) which indicates where payment will be electronic funds transferred (EFT) to or mailed.

Your Regional Program Manager will be in contact with you to discuss any questions you may have regarding the grant. ***Please do not begin your highway safety program until you receive authorization from this office that the federal funds are available for reimbursement of grantee expenses.***

We appreciate your commitment to our highway safety programs and enforcement campaigns as we work together to reduce injuries and deaths on our roadways in Kentucky. If you have any questions or need additional information, please feel free to contact your Program Manager.

*DeAnn Cinquino*

**Financial Analyst-Grants Management**  
**KY Transportation Cabinet**  
**KY Office of Highway Safety**  
Frankfort, KY 40622  
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# Commonwealth of Kentucky

## CONTRACT

**DOC ID NUMBER:**

SC 625 240000309

Version: 1

Record Date:

Document Description: LFUCG Lexington PD PT-2024-46 CFDA 20.600

Cited Authority: KRS17.148  
Traffic Safety Grant

Reason for Modification:

**Issuer Contact:**
Name: Deann Cinquino  
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**Vendor Name:**

LEXINGTON FAYETTE URBAN CO GOVERNMENT

200 EAST MAIN STREET

LEXINGTON KY 40507

**Vendor No.**

KY0032969

**Vendor Contact**
Name: Chad Hancock  
Phone: 8592583313  
Email: chancock@lexingtonky.gov

Effective From: 10/01/2023

Effective To: 09/30/2024

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		LFUCG Lexington PD PT-2024-46 CFDA 20.600	\$0.000000	\$217,000.00	\$217,000.00

**Extended Description:**

Highway Safety Grants - Fiscal Year 2024 Awards. To provide Police Traffic services to communities in Kentucky through Federal grants administered by the Kentucky Transportation Cabinet's Office of Highway Safety. The main purpose of these grants is to reduce fatalities on Kentucky roadways, minimize injuries to individuals and property, and to educate the public in ways to do this. These grants will be administered through multiple agencies. These grants will run from 10/01/2023 through 09/30/2024. These will be paid 100% with Federal money.

**Shipping Information:**
KYTC Office of Highway Safety  
200 Mero Street  
6th Floor  
Frankfort KY 40622
**Billing Information:**
KYTC Office of Highway Safety  
200 Mero Street  
6th Floor  
Frankfort KY 40622
**TOTAL CONTRACT AMOUNT:**
**\$217,000.00**

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**Grant Agreement Terms and Conditions**  
**Lexington Fayette Urban County Government-**  
**Lexington Police Department –**  
**Police Traffic Services**

**Federal Tax ID: 61-0858140**  
**Unique Entity Identifier (UEI): VM1GLHWZXA96**

This Grant Agreement is entered into, by and between the Commonwealth of Kentucky, **Transportation Cabinet, Office of Highway Safety** (“the GRANTOR”) and **Lexington Fayette Urban County Government-Lexington Police Department** (“the GRANTEE”) to establish an agreement to utilize grant funds to assist in the reduction of traffic crashes and associated deaths, injuries, and property damage. The initial grant agreement is effective from October 1, 2023 to September 30, 2024.

**Scope of Services:**

**Scope of GRANT AGREEMENT**

A. The **GRANTEE’s** Grant/Project Application is incorporated into this agreement in whole. In the case of any conflict between the language of this **GRANT AGREEMENT** and the language of the Grant/Project Application, the language of this **GRANT AGREEMENT** shall prevail.

B. This **GRANT AGREEMENT** shall have an initial cap amount of **\$217,000.00**. This amount may be adjusted in accordance with Paragraph “E. Changes to Agreement”

C. The Goals and Objectives (A) and Expectation and Activities (B) to be accomplished through this **GRANT AGREEMENT** shall be as follows:

**Responsibilities of the GRANTEE**

**A. Goals and Objectives:**

Impaired Driving:

**To increase the number of DUI arrests 00% from 00 to 00 by** the end of the current fiscal year.

Occupant Protection:

To increase the number of seat belt citations **00%** from **00** to **00** by the end of the current fiscal year.

To increase the number of night time\* seat belt enforcement events from **00** to **00** by the end of the current fiscal year.

**\* Night Time is considered to be after sunset.**

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### Police Traffic Services:

To increase the number of speeding citations 28.07% from 5856 to 7500 by the end of the current fiscal year.

### **B. Expectations and Activities:**

#### Mandatory expectations and activities:

1. Work to enforce and accomplish highway safety goals and objectives.
2. Officers will work saturation patrols during the “Click It or Ticket”, “Speed Weeks” and “Drive Sober or Get Pulled Over” mobilizations.
3. Conduct night time seat belt enforcement events during the grant period. Equipment and assistance can be provided by the KY Office of Highway Safety.
4. Attend NHTSA mobilization area briefings conducted by Law Enforcement Liaisons.
5. Nominate Officer for recognition in KY Office of Highway Safety Enforcement Awards Ceremonies.
6. Submit monthly reimbursement claims within 30 days of last activity.
7. Conduct seat belt survey for your jurisdiction at the beginning and end of the grant period.
8. Report highway safety mobilization activity online.

#### Training

As stated in your KY Office of Highway Safety approved grant application.

### **C. Utilization of Grant Funds:**

**GRANTEE** agrees that only that portion of the Federal & Local Match allocation necessary for the completion of the project (as detailed in the scope of this agreement) will be spent and that none of such funds will be spent until such documents as may be required by the **GRANTOR** have been submitted and the **GRANTOR**'s written approval has been obtained. Use of this money is limited to the project listed on this document.

### **D. Submission of Payment Requests:**

The **GRANTEE** shall submit requests for reimbursement on a regular basis, as established by the **GRANTOR**. The reimbursement requests shall be submitted to the **GRANTOR** on a “Reimbursement Claim Form”. Backup documentation showing that the work/expenditures for which the **GRANTEE** is requesting reimbursement has been completed shall be included, along with monthly activity reports.

### **E. Assumption of Liability:**

To the extent permitted by Kentucky law, the **GRANTEE** shall indemnify and hold harmless the **GRANTOR** 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 implementation of this project based upon this agreement.

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## Responsibilities of the GRANTOR

### A. Reservation of GRANT Funding:

The amount of this **GRANT AGREEMENT** shall be reserved in an account under the **GRANTEE**'s name from the **GRANTOR**'s available federal **NHTSA** funds designated for such activities.

### B. Prompt Payment:

The **GRANTOR** shall make reimbursement to the **GRANTEE** in a timely manner, once the **GRANTOR** is satisfied that the work/expenditures for which reimbursement has been requested is applicable to this **GRANT AGREEMENT**, and that said work has been completed or purchases have been made.

### C. Monitoring Work:

The **GRANTOR** shall periodically review the work that is being completed under this **GRANT AGREEMENT** to verify that all work is in accordance with applicable Federal guidelines, and statutes and regulations of the Commonwealth of Kentucky.

### D. Resolution of Disputes:

Any dispute concerning a question of fact in connection with the work not disposed of by this **GRANT AGREEMENT** between the **GRANTEE** and the **GRANTOR** shall be referred to the Secretary of the Transportation Cabinet of the Commonwealth of Kentucky or his duly authorized representative whose decision shall be final.

### E. Changes to Agreement:

Any proposed change in this **GRANT AGREEMENT** shall be in writing and signed by the **GRANTEE** and the **GRANTOR**.

### Pricing:

The work/tasks to be accomplished through this **GRANT AGREEMENT** and their associated costs shall be as follows:

**Personnel Services Total Budgeted Costs: \$217,000.00**

**Additional Required Clauses:**

**NHTSA Required Clauses**

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**THE FOLLOWING CONDITIONS SHALL BE IN EFFECT UPON SIGNED APPROVAL OF A GRANT AGREEMENT BETWEEN KENTUCKY OFFICE OF HIGHWAY SAFETY AND THE APPLICANT**

The Grantor and Grantee shall comply with all applicable statutes and regulations, including but not limited to • 23 U.S.C. Chapter 4 – Highway Safety Act of 1966, as amended by Sec. 25024, Pub. L. 117-58, • 23 CFR part 1300 – Uniform Procedures for State Highway Safety Grant Programs • 2 CFR part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards • 2 CFR part 1201 – Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

**A. Relationship:**

The relationship of the applicant/grantee to the grantor shall be that of an independent contractor, not that of a joint enterprise. The applicant/grantee shall have no authority to bind the grantor, for any obligation or expense without the expressed prior written approval of the grantor.

**B. Grant Activity:**

Grant activity must begin within thirty (30) days of approved start date and after signed approval of the grant agreement by the Governor's Representative for Highway Safety unless otherwise stated within the contracts strategies and activities.

**C. Costs Incurred:**

No costs incurred for this project will be eligible for reimbursement prior to approval/ starting date of the grant agreement or after grant period is over. Requests must contain documentation which demonstrates the expenditures were incurred and paid for.

**D. Monthly Reporting:**

The applicant/grantee will be required to submit monthly reports to document their activities related to the highway safety grant. Applicant/Grantee shall use the most current reporting forms as provided on the Kentucky Office of Highway Safety website at <https://transportation.ky.gov/HighwaySafety/>. A final cumulative report addressing achievement of goals, objectives and strategies will be due to the grantor within 30 days after the contract period has ended. The final reimbursement claim shall also be submitted within 30 days after the contract period has ended.

**E. Fiscal and Accounting Responsibilities:**

The applicant/grantee must establish fiscal control with generally accepted accounting procedures that assure proper disposition of an account for grant funds and if applicable, required non-federal expenditures. All money spent on this project will be dispersed in accordance with provisions of the grant budget or officially revised budget as approved by the grantor.

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**F. Reimbursement Requirements:**

All grants administered through the Kentucky Office of Highway Safety are reimbursement based. The Kentucky Office of Highway Safety reimburses for direct costs only. All reimbursement requests must contain documentation which demonstrates the expenditures were incurred and paid for. Grantees must provide copies of documents such as invoices and corresponding copies of cancelled checks. Beginning with fiscal year 2011, the match requirement for local agencies has been eliminated.

Salary and benefits reimbursement requests must contain the following:

1. The detail activity log, with the signatures and printed names of the officer and supervisor, will be sufficient in lieu of time sheet for law enforcement personnel.
2. Payroll reports or a payroll summary which demonstrates the costs associated with employee's (i.e. salary and benefits) for Highway Safety grants; that are non-law enforcement.
3. Cancelled payroll checks are not required.
4. Payroll records must be made accessible upon request.

Travel expense reimbursements requests must contain the following:

1. Copy of the employee's travel request form which contains the signatures and printed names of the employee and the employee's supervisor
2. Copies of travel receipts for items such as hotels, air fare, etc.
3. Travel form must denote destination and purpose of travel.
4. Copy of cancelled travel reimbursement check paid to employee
5. Mileage rate must be included on the travel request form

Contractual services reimbursement request must contain the following:

1. Copy of the contractor invoice which fully describes the provided goods or services
2. Copy of the cancelled check which paid the contractor

Equipment purchases reimbursement requests must contain:

1. Copy of the vendor's invoice for the equipment
2. Copy of the cancelled check used to pay the vendor

Educational material purchases reimbursement requests must contain:

1. Copy of the vendor's invoice for the educational materials
2. Copy of the cancelled check used to pay the vendor
3. Educational materials/promotional items must have highway safety message approved by the grantor and must be on the list of allowable items as provided by the grantor. Any exceptions must be approved in advance by the grantor.

*Note: If cancelled checks are not available, a copy of the original check may be submitted along with a copy of the bank statement indicating the check number has been cleared*

**G. Cost Principles:**

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Costs incurred (when goods are received and accepted, or services are performed) under the grant agreement shall be determined in accordance with the general principles of allowability and standards for selected cost items as set forth in 23 CFR Part 1300 - Cost Principles for Nonprofit Organizations; and all applicable National Highway Traffic Safety Administration/Federal Highway Administration orders.

**H. Maintenance of Records:**

The applicant/grantee agrees that the grantor, the National Highway Traffic Safety Administration, (NHTSA), the Federal Highway Administration and/or the Controller General of the United States, the Auditor of the State of Kentucky or any of their duly authorized representatives may have access, for purposes of audit examinations, to any books, documents, papers, or records maintained by the applicant/grantee pertaining to the grant agreement. The applicant/grantee further agrees to maintain such books and records for a period of three years after the date of final project disposition.

**I. Purchasing:**

The applicant/grantee is required to use their agency's procurement regulations that reflect applicable state and local laws, rules and regulations.

**J. Equipment:**

All grantee agencies will use, manage, and dispose of equipment acquired under a federally funded highway safety grant in accordance with state laws and procedures. Such equipment shall be used for the purpose of enhancing the grantee's highway safety program. Grantees in non-compliance of this provision shall be required to return said equipment to the grantor. Grantee agency must begin the process to order all equipment approved within their budget within (30) days of the date authorized to begin a highway safety project. A single piece of equipment with an acquisition cost of \$5,000.00 or more must be pre-approved by the NHTSA Regional Administrator. A grantee shall not purchase a single piece of equipment in excess of \$5,000.00 until receiving authorization from the KOHS that approval has been granted from NHTSA. Grantees will submit a completed Non-Expendable Property Accountability Record with their claim for reimbursement for any equipment item purchased. The grantee is responsible for ensuring all equipment items and will be liable to grantor for loss, theft, or damage to equipment.

**K. Travel (In-State and Out-of-State):**

All travel reimbursements will be made in accordance with the provisions of 200 Kentucky Administrative Regulations, Chapter 2. The mileage reimbursement shall be determined by the current rate published quarterly by the Finance Cabinet.

Overnight travel must be an item within the detailed budget portion of the grant agreement. Applicant/Grantee must submit a completed request for overnight travel authorization for approval to the grantor at least fifteen (15) days prior to the anticipated date of departure.

**L. Payroll Procedures and Records Required:**

Compensation for personnel services is allowable if:



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1. They are for services rendered during the grant period;
2. They are reasonable and normal for the services rendered;
3. Paid personnel are appointed in accordance with state and local government laws and rules;
4. They are based on payrolls documented and approved in accordance with generally accepted accounting principles; and
5. They are supported by time and attendance records signed by both employee and supervisor.

Employee Benefits are allowable if:

1. They are approved pursuant to a leave system;
2. Employer's contribution or expense includes:
  - a. Social Security
  - b. Employee's health insurance plans, (excludes salary and benefits)
  - c. Unemployment insurance coverage
  - d. Workmen's compensation insurance,
  - e. Pension plans, and;
3. The cost thereof is equitably allocated to all activities.
4. Salary and benefits are calculated in accordance with existing labor laws and is paid at the rate of one and one-half (1.5) times the person's hourly rate of pay for actual hours worked more than forty (40) hours in any week. Salary and benefits will be strictly for traffic enforcement activities which includes patrol and or traffic safety checkpoints.

**M. Special Instructions for law enforcement agencies:**

1. Officers are required to complete a detailed activity log after each assignment.
2. Enforcement officers assigned to this project will not answer calls for service, except in emergency situations. Emergency situations and breaks do not qualify for federal salary and benefits funding.
3. Officers are limited to 6 hours of federally funded salary and benefits within a 24-hour period from the time they begin their initial shift.
4. Activities which will be credited as comprehensive enforcement contacts will include:
  - a) DUI arrests, b) speeding citations, c) seat belt citations, d) child restraint citations, e) written warnings (no warnings are permitted during federal salary and benefits for seat belt or child restraint violations), f) other arrests related to traffic stops, and g) other activities as approved by the grantor.
5. Data defines peak enforcement hours as the timeframe the majority of injury and fatality crashes are occurring throughout the state. Due to the number of fatal crashes occurring during identified peak hours, each law enforcement agency shall dedicate a minimum of 50% of their salary and benefits during these hours, regardless of the assigned program area, i.e.: impaired driving, speeding or occupant protection. Peak hours refers to hours between 1500 hours to 0300 hours.
6. Officers who have been trained in DUI apprehension and speed detection (radar usage) are eligible to be assigned to the enforcement effort.
7. Only one officer per unit vehicle is eligible for reimbursement.

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8. The applicant/grantee should be involved in public relations (earned media) and educational activities that support national and state highway safety efforts.

9. Participation in all mobilizations/traffic safety enforcement events sponsored by the National Highway Traffic Safety Administration (NHTSA) and/or the grantor is required.

**N. Project Income:**

No income may be earned by the applicant/grantee with respect to federal funds received through the grantor.

**O. Right to Ownership:**

The applicant/grantee understands that the grantor, the National Highway Traffic Safety Administration, and the Federal Highway Administration reserve the royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, any educational or instructional material developed with the Highway Safety Act of 1966 funding. "Educational or instructional materials" means written material, drawings, slides, photographs, filmstrips, motion pictures, television and radio public service announcements, and any other material whose primary purpose is to educate either the public at large or a specific subgroup of the public concerning highway safety or related subject. All educational materials/promotional items must have an approved (by the Grantor) highway safety message that corresponds to their program area.

**P. Non-discrimination:**

The applicant/grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21; b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); c) Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex); d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27; e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age); f) The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not); g) Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38; h) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations

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and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and i) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

During the performance of this contract/funding agreement, the contractor/funding recipient agrees:

- a. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- b. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- c. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- d. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- e. To insert this clause, including paragraphs a through e, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.**

**Q. Minority Business Enterprises Policy:**

It is the policy of the U.S. Department of Transportation that minority business enterprises as defined in (49 CFR Part 23), shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under the grant agreement. Consequently, the MBE requirements of (49 CFR Part 23) applies to the grant agreement.

**R. Audit:**

CFR Title 2 Subtitle A Chapter II Part 200, requires the following:

1. All non-federal entities that expend \$750,000 or more a year in federal awards shall have a single audit conducted.
2. Non-state agency applicant/grantees are required to complete a certification form indicating whether or not total federal award expenditures from all sources exceeded \$750,000. If total federal award expenditures exceed \$750,000, you must also submit a copy of your single audit and Data Collection Form, complete with any findings and

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recommendations to the Federal Audit Clearinghouse within 30 days after completion of the audit or nine months after the fiscal year end, whichever comes first.

3. Nothing in this section exempts state or local governments from maintaining records of federal financial assistance or from providing access to such records to federal agencies, as provided for in federal law.

### **S. High Risk Grantees:**

1. An applicant/grantee may be considered a “high risk” if the grantor determines that they:
  - a. Have a history of unsatisfactory performance. Unsatisfactory performance includes, but is not limited to: lack of substantial progress on all goals and objectives as included in the signed grant agreement; inability to properly expend the federal highway safety grant funds allocated to meet the goals and objectives as included in the signed grant agreement; lack of participation in NHTSA and KOHS activities, or
  - b. Are not financially stable, or
  - c. Have a management system which does not meet the management standards set forth in this part, or
  - d. Have not conformed to terms and conditions of previous awards, or
  - e. Are otherwise not responsible, and if the grantor determines that an award will be made, special conditions and/or restrictions shall correspond to the high-risk condition and shall be included in the award.
2. Special conditions and restrictions may include:
  - a. Payment on a reimbursement basis;
  - b. Withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given funding period;
  - c. Requiring additional, more detailed, financial reports;
  - d. Additional project monitoring;
  - e. Requiring the grantee or subgrantee to obtain technical or management assistance, or
  - f. Establishing additional prior approvals.
3. If the Grantor decides to impose such conditions, the awarding official will notify the applicant/grantee as early as possible, in writing, of:
  - a. The nature of the special conditions/restrictions;
  - b. The reasons for imposing them;
  - c. The corrective actions which must be taken before they will be removed and the time allowed for completing the corrective actions, and
  - d. The method of requesting reconsideration of the conditions and/or restrictions imposed.

*Source: Uniform Administrative Requirements for Grants and Cooperative Agreements to state and Local Governments (“The Common Rule”) CFR Title 2 Subtitle A Chapter II Part 200.*

### **T. Drug-free Workplace:**

The applicant/grantee certifies that they will maintain a drug-free workplace in accordance with the Federal Drug-free Workplace Act of 1988. This regulation requires the employer to provide employees with a statement notifying them that the unlawful manufacture,

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distribution, dispensing, possession, or use of a controlled substance is prohibited in the agency's workplace and specifying penalties for violation of such prohibition. The applicant/grantee must also abide by all other provisions of this regulation, detailed in (49 CFR, Subpart F).

**U. Buy America Act:**

The applicant/grantee will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

**V. Political Activity (Hatch Act):**

The applicant/grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**W. Certification Regarding Federal Lobbying:**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**X. Restriction On State Lobbying:**

None of the funds under this program will be used for any activity specifically designed to urge

or influence a State or local legislator to favor or oppose the adoption of any specific legislative

proposal pending before any State or local legislative body. Such activities include both direct

and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a

State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State

practice, even if such communications urge legislative officials to favor or oppose the adoption

of a specific pending legislative proposal.

**Y. Certification Regarding Debarment And Suspension:**

Instructions for Primary Certification

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of (2 CFR parts 180 and 1200).
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

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5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in (2 CFR parts 180 and 1200). You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under (48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with (2 CFR parts 180 and 1200).
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under (48 CFR part 9, subpart 9.4), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under (48 CFR part 9, subpart 9.4), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

#### **Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions**

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:

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- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

**2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.**

#### **Instructions for Lower Tier Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of (2 CFR parts 180 and 1200).
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in (2 CFR parts 180 and 1200). You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under (48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.



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6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with (2 CFR parts 180 and 1200).

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under (48 CFR part 9, subpart 9.4), debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under (48 CFR part 9, subpart 9.4), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

***Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:***

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Z. Copyrights:**

The federal government has authority to publish or use any copyrighted material developed under a grant.

**AA. Policy on Seat Belt Use:**

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In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at [www.trafficsafety.org](http://www.trafficsafety.org). The NHTSA website ([www.nhtsa.gov](http://www.nhtsa.gov)) also provides information on statistics, campaigns, and program evaluations and references.

**Policy for non-use of motorcycle checkpoints:**

The State and each subrecipient will not use (23 U.S.C. Chapter 4) grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**BB. Policy on Banning Text Messaging While Driving:**

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach

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to employees about the safety risks associated with texting while driving.

**CC. Contract Provisions per 49 CFR 18.36i:**

1. Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
2. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be affected and the basis for settlement. (All contracts in excess of \$10,000)
3. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees)
4. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and subgrants for construction or repair)
5. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation)
6. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
7. Notice of awarding agency requirements and regulations pertaining to reporting.
8. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
9. Awarding agency requirements and regulations pertaining to copyrights and rights in data.
10. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent

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to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

11. Retention of all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.

12. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000)

13. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

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### MOA/PSC Exception Standard Terms and Conditions Revised January 2023

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

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

#### 1.00 Effective Date

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

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

#### 2.00 LRC Policies

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

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage (<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.

#### 5.00 Cancellation

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

#### 6.00 Funding Out Provision

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

#### 7.00 Reduction in Contract Worker Hours

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

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

#### **8.00 Authorized to do Business in Kentucky**

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

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

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

#### **Registration with the Secretary of State by a Foreign Entity**

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

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

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

#### **9.00 Invoices for fees**

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

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

#### **10.00 Travel expenses, if authorized**

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

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

#### **11.00 Other expenses, if authorized herein**

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

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

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

#### **12.00 Purchasing and specifications**

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

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

### **13.00 Conflict-of-interest laws and principles**

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

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

### **14.00 Campaign finance**

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

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

### **15.00 Access to Records**

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

### **16.00 Social security**

#### **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.

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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:

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.



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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.

#### **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.

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**SIGNATURE OF ACCEPTANCE**

We, the undersigned, have read and understand this **GRANT AGREEMENT** as written and agree to fully comply with all conditions included herein.

We understand that approval of this **GRANT AGREEMENT** does not infer funding beyond the contract period.

We certify that no litigation involving civil rights is pending against the **GRANTEE** and that should allegations be raised during the **GRANT AGREEMENT** term, the **GRANTOR** shall be immediately advised.

**GRANTEE**

**Project Director (Signature):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name/Official Title:** David Flannery  
\_\_\_\_\_

**Authorizing Official (Signature):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Printed Name/Official Title:** \_\_\_\_\_

**GRANTOR**

**Highway Safety Administrator (Signature):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Governor's Representative (Signature):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Approved as to form and legality:**

**KYTC Attorney (Signature):** \_\_\_\_\_ **Date:** \_\_\_\_\_