R E S O L U T I O N

No. 2013-044

Fiscal Court of HARDIN County

Resolution adopting and approving the execution of a County Road Aid Coop Program Contract between the Fiscal Court and the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid, for the fiscal year beginning July 1, 2013, as provided in the Kentucky Revised Statutes and accepting all roads and streets referred to therein as being a part of the County Road System.

Be it resolved by the Fiscal Court that:

The Fiscal Court does hereby accept all roads and streets referred to in said contract as being a part of the County Road System; and

The Fiscal Court does hereby ratify and adopt all statements, representations, warranties, covenants, and agreements contained in said Contract and does hereby accept said Contract and by such acceptance agrees to all the terms and conditions therein stated; and

The County Judge/Executive of the county is hereby authorized and directed to sign said Contract as set forth on behalf of the Fiscal Court of HARDIN County, and the County Clerk of HARDIN County is hereby authorized and directed to certify thereto.

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

AYES	NAYS
JUDGE BERRY	
EASTER	
GOODMAN	
WILLIAMS	
CLEM	
WISEMAN	
THOMPSON	
MORGAN	
KING	

COMMONWEALTH OF KENTUCKY) SS: HARDIN COUNTY)

I, Kenneth L. Tabb, County Clerk of HARDIN County certify that the foregoing is a true copy of the Order above. Given under my hand and seal of office this the 26th day of March, 2013.

SIGNED Kenneth L. Tabb

Kenneth L. Tabb

CLERK OF HARDIN COUNTY

CONTRACT

THIS CONTRACT is made between the Commonwealth of Kentucky, Transportation Cabinet, Department of Rural and Municipal Aid and the Fiscal Court of HARDIN County, Kentucky.

The initial apportionment to the county is 60% of its total allocation based on revenue estimates supplied by the Office of State Budget Director, less three (3) percent set aside for an emergency fund. For the fiscal year beginning July 1, 2013, this amount is $1,287,794. This amount, when added to any subsequent apportionments and any unencumbered balance of prior apportionments to the said county will be expended by the Kentucky Department of Rural and Municipal Aid to aid the county in the maintenance, reconstruction, or construction of county roads in said county.

The Fiscal Court hereby agrees and directs that their pro rata share of the County Road Aid Fund, due monthly from the Finance Cabinet, be assigned to the Transportation Cabinet's Division of Accounts for Fiscal Year 2014.

Unless specifically excluded within this contract, all county roads and streets are a part of this contract. This includes all structures lying within the limits of the project.

SPECIAL PROVISIONS

The Department of Rural and Municipal Aid will disburse funds to the county of HARDIN for materials, labor, and equipment necessary for the county to accomplish maintenance, repairs, and improvements on county roads. This assistance is extended insofar as funds are available from the county's share of the County Road Aid Program allocation reflected by this Contract. The county will be responsible for all costs in excess of the County Road Aid funds.

The Department of Rural and Municipal Aid may assist the county in fulfilling its road maintenance, repairs, and improvement needs by the following methods:

(a) Disburse funds to the county for materials and work performed by Contract.

(b) Disburse funds to the county for materials obtained by contract.

(c) Disburse funds to the county for rental or purchase of road maintenance and construction equipment. Rental rates shall be based on current edition of the "Blue Book for Rental of Equipment" or the Transportation Cabinet's official rental rates.

(d) Disburse funds to the county for the hourly rate for personnel who perform the work. This rate may include employee fringe benefits such as leave overlay, retirement, social security, insurance, etc.

GENERAL PROVISIONS

The Fiscal Court stipulates and hereby certifies that all County Road Aid funds will be expended within the right-of-way limits of county roads and their appurtenances. This Contract does not relieve county government of its responsibility for county roads and bridges.

The county will acquire any right-of-way contemplated under this Contract. The county also assumes responsibility for any claims for damages arising from such acquisitions.

The county will hold harmless and save the Commonwealth of Kentucky Transportation Cabinet and its officials and employees free from all claims or liability for damages of any nature whatsoever due to or arising from the performance of this Contract.

The county will reimburse the Department of Rural and Municipal Aid for any loss it may sustain arising out of performance of this Contract by the Department. Such loss as sustained by the Department of Rural and Municipal Aid may be charged to this county's apportionment in this or future fiscal years.

Should any balance of the county's apportionment remain after performance of this Contract, such balance will remain to the credit of the county for performance of future Contracts by the Department of Rural and Municipal Aid.

It is agreed that any materials purchased by the Department of Rural and Municipal Aid and delivered to the county shall be used by county only on county roads and bridges.

The general administration of the program herein designated shall be under the jurisdiction of the Department of Rural and Municipal Aid.

Should conditions arise which, in the judgment of the Commissioner of Rural and Municipal Aid, render it burdensome to the general welfare of the Commonwealth to continue any work commenced under terms of this Contract, the Department may suspend or curtail such work.

It is further agreed between the parties hereto that all obligations incurred under this Contract are subject to any law or regulations now existing or hereafter enacted or promulgated. The Fiscal Court acknowledges its total responsibility for county roads.

The County Judge/Executive of the said county and the Commissioner of Rural and Municipal Aid, or their authorized representatives, insofar as their actions are in accord with the laws of the Commonwealth of Kentucky, shall act for their respective parties on all matters arising under this Contract.

The Department reserves the right to cancel this Contract at any time deemed to be in the best interest of the Department by giving thirty (30) days written notice of such cancellation to the County Fiscal Court. If the Contract is canceled under this provision, the Department shall reimburse the County Fiscal Court according to the terms hereof to the date of such cancellation.

The County will pass the attached resolution. A copy of that resolution shall be attached to and made a part of this Contract.

IN TESTIMONY WHEREOF, the parties have caused these presents to be executed by their officers thereunto duly authorized.

HARDIN County Fiscal Court

BY: _____ Date: March 26, 2013
County Judge/Executive
Harry L. Berry

HARDIN County

DEPARTMENT OF RURAL AND MUNICIPAL AID
OFFICE OF RURAL & SECONDARY ROADS

BY: _____ Date: _____
Commissioner

APPROVED AS TO FORM AND LEGALITY:

_____ Date: _____
Office of Legal Services

COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET

BY: _____ Date: _____
Secretary