

Grant County Fiscal Court  
Regular Meeting Minutes  
October 5, 2021  
6:30 P.M.

The Grant County Fiscal Court met in regular session on Tuesday, October 5, 2021 at 6:30 P.M. in Williamstown, Kentucky. Those in attendance include the Honorable Judge/Executive Chuck Dills, Magistrate Roger Humphrey, Magistrate Shawna Coldiron and Magistrate Jacquelyn Riley, County Attorney Steven Bates II, Fiscal Court Clerk Cherish Kennedy, and Deputy Judge/Executive Colton Simpson. Also joining was numerous Baton Rouge Road residents, Mike Webster and Brian Maines.

Invocation was led by Magistrate Roger Humphrey and the Pledge of Allegiance was led by Judge/Executive Chuck Dills.

Motion was made by Magistrate Humphrey and seconded by Magistrate Coldiron to approve the regular meeting minutes of September 21, 2021. All in favor, motion carried.

Motion was made by Magistrate Riley and seconded by Magistrate Coldiron to approve all claims drawn in the general fund, road fund, and jail fund along with all transfers presented dated October 5, 2021. All in favor, motion carried.

Motion was made by Magistrate Coldiron and seconded by Magistrate Riley to approve the second reading of Ordinance No. 0003-2021-0248, an ordinance relating to an amendment to the Grant County Zoning Map from A-1 to R1A. All in favor, motion carried.

Motion was made by Magistrate Coldiron and seconded by Magistrate Humphrey to approve the second reading of Ordinance No. 0004-2021-0249, an ordinance relating to an amendment to the Grant County Zoning Map from A-1 to RR. All in favor, motion carried.

Motion was made by Magistrate Riley and seconded by Magistrate Coldiron to approve the second reading of Ordinance No. 0005-2021-0250, an ordinance relating to an amendment to the Grant County Zoning Map from A-1 to R1A. All in favor, motion carried.

Motion was made by Magistrate Riley and seconded by Magistrate Coldiron to approve the second reading of Ordinance No. 0006-2021-0251, an ordinance relating to an amendment to the Grant County Zoning Map from A-1 to R1A. All in favor, motion carried.

Motion was made by Magistrate Coldiron and seconded by Magistrate Humphrey to approve the second reading of Ordinance No. 0007-2021-0252 an ordinance relating to an amendment to the Grant County Zoning Map from A-1 to RR. All in favor, motion carried.

Motion was made by Magistrate Riley and seconded by Magistrate Coldiron to approve the second reading of Ordinance No. 0002-2021-0253, an ordinance relating to an amendment to the Grant County Zoning Map from A-1 to RR. Magistrate Riley, Magistrate Coldiron and Judge/Executive Dills were all in favor, Magistrate Humphrey was not in favor. Motion carried.

Motion was made by Magistrate Riley and seconded by Magistrate Coldiron to approve 3-unit incentive training payments under House Bill 810 for Sheriff Brian Maines. All in favor, motion carried.

Reports were presented from the Treasurer, Animal Shelter, Road Supervisor, Building Inspector, Jailer, Sheriff, Judge/Executive, and each Magistrate. These reports are for review only and no action is required.

Judge/Executive Chuck Dills asked the audience if they wished to address the court, there being none, a motion was made by Magistrate Riley and seconded by Magistrate Coldiron to adjourn after which Judge/Executive Dills reminded the court that the next meeting will be held Tuesday, October 19, 2021 VIA Zoom at 6:30 P.M.



Chuck Dills  
Grant County Judge/Executive



Grant County Fiscal Court  
Special Meeting Minutes  
October, 11 2021  
10:00 A.M.

The Grant County Fiscal Court met in special session on Monday, October 11, 2021 at 10:00 A.M. via video conference by Zoom in Williamstown, Kentucky. Those in attendance include the Honorable Judge/Executive Chuck Dills, Magistrate Roger Humphrey, Magistrate Shawna Coldiron, and Magistrate Jacquelyn Riley, County Attorney Stephen Bates II, and Fiscal Court Clerk Cherish Kennedy.

Motion was made by Magistrate Riley and seconded by Magistrate Coldiron to approve all claims drawn in the general fund, road fund, and jail fund along with all transfers presented October 11, 2021. All in favor, motion carried.

Judge/Executive Chuck Dills reminded the court that the next regular meeting will be held Tuesday October 19, 2021 via video conference on zoom. A motion was made by Magistrate Humphrey and seconded by Magistrate Coldiron to adjourn.

A handwritten signature in blue ink, reading "Chuck Dills", written over a horizontal line.

Chuck Dills, Grant County Judge/Executive

## Vendor Claims Register - Detail

### GRANT COUNTY FISCAL COURT

OCTOBER 19 2021 GENERAL FUND CLAIMS

All Funds

From: 10/19/2021 To: 10/19/2021

Voucher	Date	PO No.	Invoice	Account	Account Name	Vendor Name	Claim Description	Pd Check	Amount
00000656	10/19	16006151		01-5401-467-	PARKS RECREATION SUPPLIES, EQUIP. & REP GLOBAL SUPPLY & FLOOR EQUIPMENT LLC		REPAIRS TO THE BATHROOM AFTER VANDALS	<input type="checkbox"/>	116.00
									1 Voucher Items Listed
00000660	10/19	16006158	319667	01-5081-588-	JUDICIAL CENTER FIRE ALARM SYSTEM & ELED-C ELEVATOR COMPANY INC		FULL MAINTENANCE	<input type="checkbox"/>	381.12
									1 Voucher Items Listed
00000661	10/19	16006160		01-5080-582-	COURTHOUSE ELECTRIC	OWEN ELECTRIC COOPERATIVE	WARSAW RD (312689)	<input type="checkbox"/>	37.39
00000661	10/19	16006160		01-5080-582-	COURTHOUSE ELECTRIC	OWEN ELECTRIC COOPERATIVE	EIBECK LANE (148105)	<input type="checkbox"/>	32.23
									2 Voucher Items Listed
00000662	10/19	16006152	2111.217	01-5057-318-	COUNTY CONTRACT PAYMENT PAYROLL & IT S RMB AGENCY INC		WEBSITE MAINTENANCE NOV 2021	<input type="checkbox"/>	100.00
									1 Voucher Items Listed
00000663	10/19	16006153	102131	01-5015-705-	SHERIFF DATA PROCESSING	GOVERNMENT UTILITIES TECHNOLOGY INC	POSTAGE AND REMAINING PROPERTY TAX BILLS COS	<input type="checkbox"/>	4,554.79
									1 Voucher Items Listed
00000664	10/19	16006161		01-5145-599-	911 FEES	GRANT COUNTY SHERIFF	911 FEES COURTHOUSE	<input type="checkbox"/>	288.00
00000664	10/19	16006161		01-5145-599-	911 FEES	GRANT COUNTY SHERIFF	911 FEES FIRE HOUSE & LOTS 9 & 10	<input type="checkbox"/>	36.00
00000664	10/19	16006161		01-5145-599-	911 FEES	GRANT COUNTY SHERIFF	911 FEES HEALTH DEPT	<input type="checkbox"/>	36.00
00000664	10/19	16006161		01-5145-599-	911 FEES	GRANT COUNTY SHERIFF	911 FEES JUSTICE CNETER	<input type="checkbox"/>	108.00
00000664	10/19	16006161		01-5145-599-	911 FEES	GRANT COUNTY SHERIFF	911 FEES ANIMAL SHELTER	<input type="checkbox"/>	36.00
00000664	10/19	16006161		01-5145-599-	911 FEES	GRANT COUNTY SHERIFF	911 FEES TAVERN	<input type="checkbox"/>	36.00
00000664	10/19	16006161		01-5145-599-	911 FEES	GRANT COUNTY SHERIFF	911 FEES ROAD DEPT	<input type="checkbox"/>	36.00
00000664	10/19	16006161		01-5145-599-	911 FEES	GRANT COUNTY SHERIFF	911 FEES HOPPERTON LN BLDGS	<input type="checkbox"/>	36.00
00000664	10/19	16006161		01-5145-599-	911 FEES	GRANT COUNTY SHERIFF	PARK	<input type="checkbox"/>	36.00
00000664	10/19	16006161		01-5145-599-	911 FEES	GRANT COUNTY SHERIFF	911 FEES JAIL	<input type="checkbox"/>	72.00
00000664	10/19	16006178		01-5145-599-	911 FEES	GRANT COUNTY SHERIFF	RECORDER'S OFFICE	<input type="checkbox"/>	36.00
									11 Voucher Items Listed
00000665	10/19	16006155		01-5401-567-	PARKS REFUNDS FOR LWH / SHELTERS	BELINDA BREEDEN	REFUND DUE TO CANCELLATION	<input type="checkbox"/>	25.00
									1 Voucher Items Listed
00000666	10/19	16006164		01-5070-199-	P&Z BOARD OF ADJUSTMENT MEETING FEES STEVE MOERLEIN		AUGUST 2021 BOA MEETING	<input type="checkbox"/>	50.00
									1 Voucher Items Listed
00000667	10/19	16006163		01-5070-199-	P&Z BOARD OF ADJUSTMENT MEETING FEES SAM MCCOMAS		AUGUST 2021 BOA MEETING	<input type="checkbox"/>	50.00
									1 Voucher Items Listed
00000668	10/19	16006162		01-5070-199-	P&Z BOARD OF ADJUSTMENT MEETING FEES WADE GUTMAN		AUGUST 2021 BOA MEETING	<input type="checkbox"/>	50.00
									1 Voucher Items Listed

# Vendor Claims Register - Detail

## GRANT COUNTY FISCAL COURT

OCTOBER 19 2021 GENERAL FUND CLAIMS

All Funds

From: 10/19/2021 To: 10/19/2021

Voucher	Date	PO No.	Invoice	Account	Account Name	Vendor Name	Claim Description	Pd Check	Amount
00000669	10/19	16006165	65669	01-5205-385-	ANIMAL SHELTER VETERINARY SERVICES	SIMPSON VETERINARY SERVICES	RABIES VOUCHER 10/11/21	<input type="checkbox"/>	12.00
1 Voucher Items Listed									
00000672	10/19	16006173		01-5001-445-	COUNTY JUDGE/EXEC.- OFFICE SUPPLIES	U S BANCORP EQUIPMENT FINANCE	JUDGE COPIER LEASE	<input type="checkbox"/>	117.57
00000672	10/19	16006173		01-5015-445-	SHERIFF OFFICE SUPPLIES	U S BANCORP EQUIPMENT FINANCE	SHERIFF COPIER LEASE	<input type="checkbox"/>	235.14
00000672	10/19	16006173		01-5205-445-	ANIMAL SHELTER OFFICE SUPPLIES & EQUIP	U S BANCORP EQUIPMENT FINANCE	ANIMAL SHELTER COPIER LEASE	<input type="checkbox"/>	117.57
00000672	10/19	16006173		01-5212-445-	SOLID WASTE OFFICE SUPPLIES	U S BANCORP EQUIPMENT FINANCE	SOLID WASTE COPIER LEASE	<input type="checkbox"/>	117.58
4 Voucher Items Listed									
00000675	10/19	16006176	9101	01-5015-592-	SHERIFF VEHICLE MAINTENANCE	WILLIAM E. JUMP DBA GORDON'S TOWING	TOW BILL	<input type="checkbox"/>	125.00
1 Voucher Items Listed									
00000676	10/19	16006179		01-5070-314-	COUNTY CONTRACT PAYMENTS - P&Z	GRANT COUNTY PLANNING COMMISSION	2021-2022 1ST QTR PAYMENT JULY, AUG SEPT	<input type="checkbox"/>	11,654.68
00000676	10/19	16006179		01-5070-314-	COUNTY CONTRACT PAYMENTS - P&Z	GRANT COUNTY PLANNING COMMISSION	2021-2022 2ND QTR PAYMENT OCT, NOV, DEC	<input type="checkbox"/>	11,654.68
2 Voucher Items Listed									
00000678	10/19	16006180	SEPT2021	01-5232-348-	HEALTH PROGRAMS - CARE-NET	CARE NET PREGNANCY SERVICES NKY	SEPTEMBER 2021 I CLIENT SUPPORT	<input type="checkbox"/>	500.00
1 Voucher Items Listed									
00000679	10/19	16006182	33345	01-5015-723-	SHERIFF MOTOR VEHICLE & EQUIPMENT	L & W EMERGENCY EQUIPMENT INC	K9 EMERGENCY EQUIPMENT FOR NEW VEHICLES	<input type="checkbox"/>	22,040.19
00000679	10/19	16006182	33343	01-5015-723-	SHERIFF MOTOR VEHICLE & EQUIPMENT	L & W EMERGENCY EQUIPMENT INC	TAHOE 1 EMERGENCY EQUIPMENT ON NEW VEHICLE	<input type="checkbox"/>	16,735.53
00000679	10/19	16006182	33344	01-5015-723-	SHERIFF MOTOR VEHICLE & EQUIPMENT	L & W EMERGENCY EQUIPMENT INC	TAHOE 2 EMERGENCY EQUIPMENT ON NEW VEHICLE	<input type="checkbox"/>	16,735.53
3 Voucher Items Listed									
00000682	10/19	16006184	S2856001.001	01-5080-741-	COURTHOUSE IMPROVEMENTS & CONSTRUCT	WISEWAY SUPPLY INC	METAL CONN, BLANK COVER, COPPER CABLE	<input type="checkbox"/>	16.52
1 Voucher Items Listed									
00000683	10/19	16006159		01-5401-578-	PARKS UTILITIES	GRANT CO SANITARY SEWER DISTRICT	NEW OFFICE BATHROOM 9/20/21	<input type="checkbox"/>	153.79
00000683	10/19	16006159		01-5401-578-	PARKS UTILITIES	GRANT CO SANITARY SEWER DISTRICT	NEW OFFICE/ BATHROOM 10/20/21	<input type="checkbox"/>	146.47
2 Voucher Items Listed									
00000685	10/19	16006148	196GFXRV91JF	01-5001-445-	COUNTY JUDGE/EXEC.- OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	JUDGE LAPTOP	<input type="checkbox"/>	799.00
00000685	10/19	16006166	17XQFDNF94RN	01-5015-445-	SHERIFF OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	K9 FOOD	<input type="checkbox"/>	45.58
00000685	10/19	16006121		01-5015-445-	SHERIFF OFFICE SUPPLIES	AMAZON CAPITAL SERVICES	K9 FOOD SOFT CHEWS	<input type="checkbox"/>	71.95
00000685	10/19	16006138	16K9RWL7CJ4	01-5080-406-	COURTHOUSE BUILDING MAINTENANCE SUPP	AMAZON CAPITAL SERVICES	MEDIA FILTER FOR COURTHOUSE	<input type="checkbox"/>	94.95
00000685	10/19	16006121	16K9RWL69K4	01-5401-348-	PARKS RECREATIONAL EVENTS	AMAZON CAPITAL SERVICES	HALLOWEEN SUPPLIES FOR DRIVE THRU EVENT	<input type="checkbox"/>	109.31
00000685	10/19	16006121		01-5401-467-	PARKS RECREATION SUPPLIES, EQUIP. & REP	AMAZON CAPITAL SERVICES	NEW EXIT SIGNS	<input type="checkbox"/>	45.99
6 Voucher Items Listed									
00000686	10/19	16006122	22693	01-5015-435-	SHERIFF LAW ENFORCEMENT EXPENSE	AMERICAN GUN & PAWN	WEAPONS AND PARTS, UPPER RECIEVERS, SIGHTS, £	<input type="checkbox"/>	798.00
1,166.78									

## Vendor Claims Register - Detail

GRANT COUNTY FISCAL COURT  
 OCTOBER 19 2021 GENERAL FUND CLAIMS  
 All Funds  
 From: 10/19/2021 To: 10/19/2021

Voucher	Date	PO No.	Invoice	Account	Account Name	Vendor Name	Claim Description	Pd Check	Amount
00000692	10/19	16005988	5464	01-5080-592-	COURTHOUSE VEHICLE REPAIRS	LARRY LILLY	1 Voucher Items Listed SOLID WASTE TRUCK LATCH AND SAFETY HOOK	<input type="checkbox"/>	798.00 219.64
00000695	10/19	16006167	242379173	01-5205-402-	ANIMAL SHELTER KENNEL SUPPLIES & EQUIP/INTERVET INC		1 Voucher Items Listed VACCINES	<input type="checkbox"/>	723.75
00000696	10/19	16006188		01-5001-445-	COUNTY JUDGE/EXEC.- OFFICE SUPPLIES	MILLENNIUM BUSINESS SYSTEMS	1 Voucher Items Listed CONTRACT INVOICE CHARGE	<input type="checkbox"/>	65.00
00000697	10/19	16006190		01-5405-445-	PARKS OFFICE EXPENSES & SUPPLIES	MULLINS SUPPLY BARN INC	1 Voucher Items Listed SINGLE CUT KEY	<input type="checkbox"/>	65.00 5.97
							24 Vouchers Listed		89,493.92

## Vendor Claims Register - Detail

GRANT COUNTY FISCAL COURT  
 OCTOBER 19 2021 ROAD FUND CLAIMS  
 All Funds  
 From: 10/19/2021 To: 10/19/2021

Voucher	Date	PO No.	Invoice	Account	Account Name	Vendor Name	Claim Description	Pd Check	Amount
00000671	10/19	16006170		02-6105-578-	ROAD UTILITIES	OWEN ELECTRIC COOPERATIVE	HOPPERTON LN (125907)	<input type="checkbox"/>	42.85
00000671	10/19	16006170		02-6105-578-	ROAD UTILITIES	OWEN ELECTRIC COOPERATIVE	HOPPERTON LN (141406)	<input type="checkbox"/>	42.95
00000671	10/19	16006170		02-6105-578-	ROAD UTILITIES	OWEN ELECTRIC COOPERATIVE	HOPPERTON LN (135521)	<input type="checkbox"/>	224.29
							3 Voucher Items Listed		<b>310.09</b>
00000681	10/19	16006181		02-6105-312-	ROAD BRIDGE REPAIRS	JAVE, LLC	SHADY LANE STEEL BRIDGE	<input type="checkbox"/>	99,806.00
							1 Voucher Items Listed		<b>99,806.00</b>
00000687	10/19	16006071	42961	02-6105-588-	ROAD MAINTENANCE & REPAIR - EQUIPMENT	BRIGHTON TRUCK SERVICE INC	TIE BOLTS HUB CAP BUSHINGS	<input type="checkbox"/>	45.17
							1 Voucher Items Listed		<b>45.17</b>
00000688	10/19	16006149	X100160863:0	02-6105-427-	ROAD GARAGE SUPPLIES	BLUEGRASS INTERNATIONAL TRUCKS INC	PARTS FOR TRUCK #11 EXHAUST BREAK PARTS	<input type="checkbox"/>	854.64
							1 Voucher Items Listed		<b>854.64</b>
00000689	10/19	16006150	76617	02-6105-427-	ROAD GARAGE SUPPLIES	CONRAD'S TIRE COMPANY	TIRES FOR TRAILER	<input type="checkbox"/>	393.98
							1 Voucher Items Listed		<b>393.98</b>
00000690	10/19	16006070	13526	02-6105-447-	ROAD MATERIALS	KINMON STEEL COMPANY	STEEL FOR SHADY LANE BRIDGE	<input type="checkbox"/>	1,598.00
							1 Voucher Items Listed		<b>1,598.00</b>
						6 Vouchers Listed	8 Voucher Items Listed		<b>103,007.88</b>

## Vendor Claims Register - Detail

### GRANT COUNTY FISCAL COURT

OCTOBER 19 2021 JAIL FUND CLAIMS

All Funds

From: 10/19/2021 To: 10/19/2021

Voucher	Date	PO No.	Invoice	Account	Account Name	Vendor Name	Claim Description	Pd Check	Amount
00000657	10/19	16006157	0335379936	03-5101-333-	JAIL MAINTENANCE AGREEMENTS	CINTAS FIRE 636525	OCTOBER 2021 ALARM MONITORING	<input type="checkbox"/>	34.89
							1 Voucher Items Listed		<b>34.89</b>
00000659	10/19	16006156		03-5101-334-	JAIL BUILDING MAINTENANCE & REPAIRS	LEO SAYLOR	LED CHANGEOUT ON 12 POLE LIGHTS/ REPAIR CONDI	<input type="checkbox"/>	2,325.00
							1 Voucher Items Listed		<b>2,325.00</b>
00000670	10/19	16006105		03-5101-411-	JAIL CUSTODIAL SUPPLIES	COOPER WHOLESale COMPANY INC	TOILET TISSUE, MOP HEADS, PAPER TOWELS	<input type="checkbox"/>	1,378.28
00000670	10/19	16006105		03-5101-411-	JAIL CUSTODIAL SUPPLIES	COOPER WHOLESale COMPANY INC	LINER RCT 100 30 GAL	<input type="checkbox"/>	81.00
00000670	10/19	16006105		03-5101-411-	JAIL CUSTODIAL SUPPLIES	COOPER WHOLESale COMPANY INC	CREDIT FOR CLEAR MED 10-15 GAL 1000 PACK	<input type="checkbox"/>	(89.00)
							3 Voucher Items Listed		<b>1,370.28</b>
00000673	10/19	16006172		03-5101-445-	JAIL OFFICE SUPPLIES	U S BANCORP EQUIPMENT FINANCE	DETENTION CENTER COPIER LEASE	<input type="checkbox"/>	235.14
							1 Voucher Items Listed		<b>235.14</b>
00000674	10/19	16005768	INUS010013	03-9100-569-	JAIL STAFF TRAINING, REGISTRATIONS ETC.	AXON ENTERPRISE INC	TAZER INSTRUCTOR COURSE	<input type="checkbox"/>	375.00
							1 Voucher Items Listed		<b>375.00</b>
00000677	10/19	16006174		03-5101-587-	JAIL PLUMBING MAINTENANCE & REPAIRS	WINNELSON CORP - FLORENCE	PLUMBING PARTS AT DETENTION CENTER	<input type="checkbox"/>	128.91
							1 Voucher Items Listed		<b>128.91</b>
00000680	10/19	16006183	300388	03-5101-346-	JAIL PEST CONTROL	SELECT PEST CONTROL	PEST CONTROL AT DETENTION CENTER	<input type="checkbox"/>	45.00
							1 Voucher Items Listed		<b>45.00</b>
00000684	10/19	16006185	65919	03-5101-334-	JAIL BUILDING MAINTENANCE & REPAIRS	OVERHEAD DOOR	REPLACED EYES AND TIGHTENED TRACK, PHOTOCELL	<input type="checkbox"/>	700.00
							1 Voucher Items Listed		<b>700.00</b>
00000693	10/19	16006171	1902519206	03-5101-411-	JAIL CUSTODIAL SUPPLIES	CINTAS CORPORATION #312	DISPOSABLE GLOVES	<input type="checkbox"/>	4,865.00
							1 Voucher Items Listed		<b>4,865.00</b>
00000694	10/19	16006092	201945231001	03-5101-445-	JAIL OFFICE SUPPLIES	OFFICE DEPOT	OFFICE SUPPLIES	<input type="checkbox"/>	57.29
00000694	10/19	16006092	200038440001	03-5101-445-	JAIL OFFICE SUPPLIES	OFFICE DEPOT	USB MEMORY CARD	<input type="checkbox"/>	33.49
							2 Voucher Items Listed		<b>90.78</b>
							10 Vouchers Listed		<b>10,170.00</b>



**ORDER TO TRANSFER FUNDS**

Fund A/C Explanation	A/C Code Fund	Amount of Transfer	
		(Decrease)	(Increase)
<hr/>			
<b>GENERAL FUND:</b>			
Interfund Transfer	01-4909	\$35,000.00	
<b>JAIL FUND:</b>			
Interfund Transfer	03-4910		\$35,000.00
<hr/>			
Total		\$35,000.00	\$35,000.00

Peggy Updike

Grant County Treasurer

Transfer Request: October 19, 2021

Date 10/19/2021

Transfer 00000006

**AN APPROVAL relating to the transfer of budgeted appropriations thereof.  
Whereas Grant County, Kentucky has realized unbudgeted appropriations.  
Be it so ordered by Grant County of the Commonwealth of Kentucky:**

**Section One: Current Fiscal Year: 2021-2022**

**The budget for the Current Fiscal Year is amended to:  
Increase / Decrease the appropriations of the following fund(s)  
to include unbudgeted appropriations for:**

Fund	Account	Description	Transfer In	TransferOut
ROAD	02-6105-312-	ROAD BRIDGE REPAIRS	99,806.00	
	02-9200-999-	ROAD RESERVE FOR TRANSFERS		99,806.00
			99,806.00	99,806.00

**CHUCK DILLS**  
Judge/Executive

**JACQALYNN RILEY**  
Magistrate- District 1

**SHAWNA COLDIRON**  
Magistrate- District 2

**ROGER HUMPHREY**  
Magistrate - District 3

**STEPHEN L. BATES II**  
County Attorney

**PEGGY UPDIKE**  
County Treasurer

**COLTON SIMPSON**  
Deputy Judge/ Executive



## Offices of the Grant County Fiscal Court

101 North Main Street – Suite 3  
Williamstown, Kentucky 41097  
Office: 859-823-7561  
Fax: 859-428-4567

**CHERISH KENNEDY**  
Finance Officer/ Fiscal Court  
Clerk

**MELISSA MOSS**  
Human  
Resources/Administrative  
Assistant

**KATHLEEN RITZI**  
Animal Shelter Director

**ANTHONY ASHCRAFT**  
Building Inspector

**STEVE TATUM**  
Road Supervisor

**BRYAN MILES**  
Solid Waste Coordinator

**CARRIE COLEMAN**  
Community Outreach/ Parks  
Director

**LES WHALEN**  
Emergency Management  
Director

### APPOINTMENT

I, Chuck Dills, Grant County Judge/Executive do hereby appoint Karen Jenison to a part-time Animal Control Officer for the Grant County Animal Shelter at a salary \$11.00/hour with a start date of October 20<sup>th</sup>, 2021.

Dated this the 19<sup>st</sup> day of October, 2021.

Chuck Dills  
Grant County Judge/Executive

## KCDBG PROCUREMENT CODE

All procurements made by Grant County (hereafter referred to as "Grantee/ Subrecipient") involving the expenditure of local, state and federal funds on CDBG-CV Project Grant County Utility Relief Program shall be made in accordance with the following procurement standards.

Procurement transactions, regardless of method or dollar value, will maximize open and free competition. The Grantee/Subrecipient shall not engage in procurement practices that may be considered restrictive in trade.

Purchases will be reviewed by the Treasurer to prevent duplication and to insure that costs are reasonable.

### 1. Methods for Procurement

Procurements shall be made by one of the following methods: (a) small purchase procedures, (b) competitive sealed bids, (c) competitive negotiation, (d) non-competitive negotiation.

#### A. SMALL PURCHASES

For purchases of less than \$50, efforts will be made to get the lowest and best price, but written records of such efforts are not necessary.

Purchases that cost more than \$50 but less than \$20,000 require quotations of rate, price, etc., but no legal advertisement is required. The **Grantee/Subrecipient** will solicit responses from at least three vendors. If written responses are not available, a statement explaining the procurement will be prepared and filed. If quotations are obtained via telephone, a memorandum will be prepared setting forth the date the calls were made, parties contacted, and prices obtained.

The **Grantee/Subrecipient** will make the award to the lowest responsive and responsible source, and enter into a contract formalizing the scope of work and terms of compensation.

#### B. COMPETITIVE SEALED BIDS

Bidding will be employed when detailed specifications for the goods or services to be procured can be prepared and the primary basis for award is cost. When the cost of a contract, lease or other agreement for materials, supplies, equipment or contractual services other than those personal or professional exceeds \$20,000, an Invitation for Bids (IFB) notice will generally be prepared. Per KRS 424.120, this

notice will be published at least once in a qualifying official newspaper of general circulation within the community. This newspaper notice will appear not less than seven (7) days and not more than twenty-one (21) days before the due date for bid proposals. In addition, the Grantee/Subrecipient must solicit sealed bids from responsible prospective suppliers by distributing a copy of such notice to them.

The IFB will include a general description of the goods or services to be procured, the bid deposit and bond performance required (if applicable), the location where bid forms and specifications may be secured, the time and place for opening bids, and whether the bid award will be made on the basis of the lowest bid price or the lowest evaluated price. If the lowest evaluated price is used, the measurable criteria to be utilized must be stated in the IFB. The newspaper notice must also contain language that calls to the attention of bidders all applicable requirements that must be complied with such as Section 3 of the 1968 Housing Act, Section 109 of the 1974 Housing and Community Development Act, the Civil Rights Act of 1964, Executive Order 11246 and the Davis-Bacon Act.

Sealed bids will be opened in public at the time and place stated in the IFBs. The Grantee/Subrecipient will tabulate the bids at the time of bid opening. The results of the tabulation and the bid documents will be evaluated by the review committee, which will make recommendations to the Grantee/Subrecipient. The Grantee/Subrecipient will make a firm fixed-price contract award in writing to the lowest responsive and responsible bidder. After the Grantee/Subrecipient makes the bid award, a contract will be prepared for execution by the successful bidder. After the contract is signed, all bid deposits will be returned to all unsuccessful bidders.

The Grantee/Subrecipient may cancel an Invitation for Bid or reject all bids if it is determined in writing that such is in the best interests of the Grantee/Subrecipient. The Grantee/Subrecipient may allow a vendor to withdraw a bid if requested at any time prior to the bid opening. Bids received after the time set for bid opening shall be returned to the vendor unopened.

#### Bid Overages:

The following options are available for awarding a bid following an overage:

- 1) Obtaining additional funds from another source and continuing with the original IFB.

- 2) Rejecting all bids, revising project scope and bid specifications, and issuing a revised IFB (competitive sealed bid) open to the entire public; or
- 3) Conducting competitive negotiations with **all** bidders. **(Grantees must seek pre-approval from DLG for this option).**

Competitive negotiations under option (3) must take place under the following criteria:

1. If discussions pertaining to the revision of the specifications or quantities are held with any bidder, all of the bidders shall be afforded an opportunity to take part in such discussions.
2. After discussions with the bidders, the grantee shall revise the scope of work accordingly and issue an RFP open to all bidders, providing for expedited proposals. No advertisement is required, but the grantee shall allow **at least seven days** for bidders to submit proposals.
3. The RFP shall be awarded on the basis of **lowest bid price**.

#### C. COMPETITIVE NEGOTIATION

The Grantee/Subrecipient may utilize competitive negotiations, regardless of contract amount, upon a written determination that:

1. Specifications cannot be made specific enough to permit the award of a bid on the basis of either the lowest bid price or the lowest evaluated bid price (in other words, bidding is not feasible).
2. The services to be procured are professional or personal in nature.

**The use of the competitive negotiations procurement method for contracts other than architectural, engineering, planning or administrative services must be pre-authorized by DLG.** With the exception of procurement of certain professional services (principally engineering services), competitive negotiations will proceed as follows:

1. Proposals will be solicited through a qualifying official newspaper advertisement; additionally, a Request for

Proposal (RFP) may be prepared and mailed to qualified vendors. The newspaper advertisement must be published at least seven (7) days and not more than twenty-one (21) days before the date for receipt of the proposals. The RFP will describe services needed and identify the factors to be considered in the evaluation of proposals and the relative weights assigned to each selection factor. The RFP will also state where further details regarding the RFP may be obtained. The RFP will call attention to the same regulations discussed in the bidding process. Requests for proposals will always include cost as a selection factor except for engineering services.

2. Award must be made to the offeror whose proposal is determined by the review committee to be most advantageous to the program, with price and other factors considered. Evaluations must be based on the factors set forth in the Request for Proposal and a written evaluation of each response prepared. The review committee may contact the firms regarding their proposals for the purpose of clarification and record in writing the nature of the clarification. If it is determined that no acceptable proposal has been submitted, all proposals may be rejected. New proposals may be solicited on the same or revised terms or the procurement may be abandoned.

For the procurement of architectural/engineering (A/E) professional services, an alternative to RFPs may be used. The Grantee/Subrecipient may publish a Request for Qualifications. RFQs are handled in a similar method to RFPs with the exception that cost is not a factor in the initial evaluation. A review committee will evaluate the responses and rank them by comparative qualifications. The highest scoring person or firm will be contacted and the selection committee will negotiate cost. If the committee is unable to negotiate a satisfactory cost arrangement, the second highest scoring person or firm will be invited to negotiate. The committee will maintain a written record of all such negotiations.

#### D. NON-COMPETITIVE NEGOTIATIONS

Non-competitive negotiation is procurement through solicitation of a proposal from one source, and is often referred to as sole source procurement. A contract may be awarded by noncompetitive negotiation only when the award is infeasible under small purchase procedures, competitive sealed bids, or competitive negotiations and one of the following circumstances applies:

1. There is some public emergency that will not permit delay resulting from competitive solicitation (the grantee must declare an emergency as authorized by law); or
2. The results of the competitive negotiations are inadequate; or
3. The product or service is available only from a single source.

**Caution: The use of the non-competitive negotiations procurement method must be authorized by DLG.**

The following requirements apply to the non-competitive negotiations procurement process:

1. Negotiations must be conducted with the selected company regarding a scope of work and price; and
2. Preparation and signing of a contract formalizing a scope of work and the terms of compensation is required.

## II. CONTRACTS

Generally, all procurement in excess of \$500 will be memorialized and supported by a written contract. Where it is infeasible or impractical to prepare a contract, a written finding to this effect will be prepared and a purchase order regarding the transaction will also be prepared. The contractual provisions required by "The Common Rule" will be included in all contracts and purchase orders.

## III. DOCUMENTATION

All source documents supporting any given transaction (receipts, purchase orders, invoices, RFP/RFQ data, and bid materials) will be retained and filed in an appropriate manner. Where feasible, source documents pertinent to each individual procurement shall be separately filed and maintained. Where it is infeasible to maintain individual procurement files, source documents will be filed and maintained in a reasonable manner (examples include chronologically, by vendor, by type of procurement, etc.). Whatever form of documentation and filing is employed, the purpose of this section is to insure that a clear and consistent audit trail is established. At a minimum, source document data must be sufficient to establish the basis for selection, basis for cost (including the issue of reasonableness of cost) and basis for payment.

## IV. LOCALLY OWNED, MINORITY OWNED, FEMALE OWNED AND SMALL BUSINESSES

The Grantee/Subrecipient shall make and document efforts to solicit participation of locally owned, minority owned, female owned and small businesses. Where



feasible, evaluation criteria will include a factor with an appropriate weight for these firms. A list of locally owned, minority owned, female owned and small businesses and also minority businesses located within the trade region shall be maintained and utilized when issuing IFBs, RFPs and RFQs. The Grantee/Subrecipient shall also consult this list when making small purchases.

## VI. SECTION 3

Grantee/Subrecipient shall abide by its Section 3 action plan and shall, to the maximum extent feasible, as required by 24 CFR Part 135, award contracts to businesses that provide economic opportunities for low and very low-income persons residing in the project area.

## VII. CODE OF CONDUCT

### A. CONFLICTS OF INTEREST

In addition to the prohibitions set forth in 24 CFR 570.489(h) and 24 CFR 85.36(b)(3), the following prohibitions shall apply:

It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or proposal therefor, in which to his knowledge:

(a) He, or any member of his immediate family has a financial interest therein; or

(b) A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or

(c) Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.

(2) It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request,

Grant County  
RESOLUTION NO. 2021-05

A RESOLUTION AUTHORIZING AND APPROVING CERTAIN ACTIONS IN  
CONNECTION WITH THE COMMUNITY DEVELOPMENT BLOCK GRANT  
CORONAVIRUS (CDBG-CV) UTILITY RELIEF PROGRAM

Whereas, the County of Grant (hereafter referred to as "Grantee") applied to the Commonwealth of Kentucky, Governor's Department for Local Government (DLG) for CDBG-CV funding to establish a utility relief program for residents, and;

WHEREAS, the certain actions on behalf of the Grantee are necessary to administer the grant and complete the project, in the amount of \$200,000.

NOW, THEREFORE, BE IT RESOLVED BY Grant County, KENTUCKY, AS FOLLOWS:

SECTION I

That the Guide form Residential Anti-displacement and Relocation Assistance Plan under Section 104(d) of the Housing and Community Development Act of 1974, as amended, a copy of which is attached hereto as Exhibit "A" is hereby approved and adopted.

SECTION II

That all procurements made by the Grantee involving the expenditure of local, State and Federal funds on this CDBG Project will be made in accordance with the CDBG Procurement Standards a copy of which is attached hereto as Exhibit "B" and is hereby approved and adopted.

SECTION IV

That the Grantee hereby agrees to bear all cost overruns associated with this project.


SECTION V

That Judge/Executive Chuck Dills, be appointed as the Environmental Compliance Officer for activities related to the Community Development Block Grant.

SECTION VI

That the appropriate officials of the Grantee are hereby authorized and directed to execute such additional documents and to take all other actions to discharge the obligations of the Grantee under the documents herein above approved and to administer grant funds and complete the Project.

PASSED AND APPROVED THIS 19<sup>TH</sup> DAY OF OCTOBER, 2021

APPROVED:   
Chuck Dills  
Grant County Judge/Executive

ATTEST:   
Cherish Kennedy  
Fiscal Court Clerk

Grant County  
RESOLUTION NO. 2021-06

Whereas, as a recipient of a Kentucky Community Development Block Grant funding, it is in the interest of the County of Grant that it implements a number of HUD/CDBG program requirements to further community and economic development, especially related economic development.

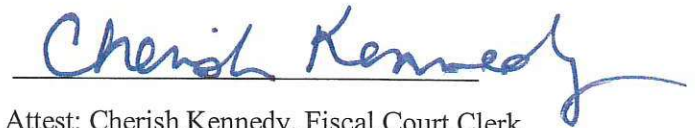
NOW THEREFORE BE IT RESOLVED by the County of Grant as follows:

1. That the County appoint Judge/Executive Chuck Dills as Title VI Coordinator and appoint the following person as Title VI Committee and Section 504 Committee:
  - Peggy Updike, County Treasurer
2. That the Judge/Executive, on behalf of the commission/fiscal court, be authorized to sign the Title VI Statement of Assurances attached hereto as "Exhibit A" along with the Title VI Self Survey,
3. That the county adopt the Kentucky Department for Local Government's Title VI Plan attached hereto as "Exhibit B".

This resolution shall become effective upon passage as required by law. Introduced and enacted on the 19<sup>th</sup> day of October, 2021.



Judge/Executive Chuck Dills



Attest: Cherish Kennedy, Fiscal Court Clerk

10-19-2021

Date

10/19/2021

Date

**Grant County Fair Housing Resolution**  
**No. 2021-07**

LET IT BE KNOWN TO ALL PERSONS OF Grant County, Kentucky that discrimination in the sale, rental, leasing, financing of housing or land to be used for construction of housing or in the provision of brokerage services because of race, color, religion, sex or national origin is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law).

It is the policy of Grant County to implement programs to ensure equal opportunity in housing for all persons regardless of race, color, religion, sex or national origin. The Fair Housing Amendments Act of 1988 expanded coverage to include disabled persons and families with children and HUD 2012 regulations expanded coverage to sexual orientation or gender identity. Therefore, the County does hereby pass the following Resolution.

BE IT RESOLVED, that acting within the available resources the County will assist all persons who feel they have been discriminated against because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability or familial status to seek equity under Federal and state laws by filing a complaint with the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division;

BE IT FURTHER RESOLVED, that the County shall publicize this Resolution and through said efforts shall encourage owners of real estate, developers and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances;

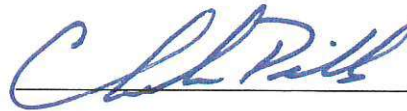
NOW THEREFOR BE IT HEREBY RESOLVED THAT SAID PROGRAM will include: (1) printing and publicizing of this policy and other applicable fair housing information through local media and community contacts; (2) distribution of posters, flyers, and any other means that will bring attention of those affected, the knowledge of their respective responsibilities and rights concerning equal opportunity in housing; and (3) prepare an analysis of impediments to fair housing choice and actions to mitigate such impediments.

EFFECTIVE DATE

This resolution shall take effect 19<sup>th</sup> day of October, 2021.



Attest: Cherish Kennedy  
Fiscal Court Clerk



Judge/Executive: Chuck Dills

TITLE VI - STATEMENT OF ASSURANCE

Grant County Fiscal Court

Name of Grantee

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and all requirements imposed by the Regulations of the U.S. Department of Housing and Urban Development, Department of Justice (28 CFR Parts 42 and 50), Kentucky Department for Local Government (DLG), and any requirements or directives issued pursuant to that Act and the Regulations of DLG, to the effect that, no person in the United States shall, on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Grantee received Federal financial assistance from DLG; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grants or donations of Federal property and interest in property, details of Federal personnel, the sale and lease of and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at nominal consideration, or at a consideration which is reduced for the purpose of assisting the Grantee, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the Grantee, or any improvements made with federal financial assistance extended to the Grantee by DLG.

BY ACCEPTING THIS ASSURANCE, the Grantee agrees to compile data, maintain records and submit reports as required to permit effective enforcement of Title VI, and permit authorized DLG personnel during normal working hours to review and copy such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, DLG shall have the right to seek administrative and/or judicial enforcement of this assurance and suspend future assistance. This assurance is binding on the Grantee, its successors, transferees and assignees as long as it receives assistance from DLG. In the case of real property, this assurance is binding for as long as the property is used for a purpose for which this assistance was intended. In the case of personal property, this assurance applies for as long as the Grantee retains ownership or possession of the property. The person or persons whose signatures appear below are authorized to sign this assurance on the behalf of the Grantee.

[Signature]  
Signature of Grantee's Authorized Official

10-19-2021  
Date

JUDGE EXECUTIVE  
Title of Authorized Official

101 N. MAIN ST. WILLIAMSTOWN, KY 41097  
Grantee's Address

No other funds or benefits may be disbursed under these programs unless this assurance is completed and filed as required by existing regulations.

influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or proposal therefor.

(3) It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(4) The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

(5) It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

#### B. PENALTIES

Any elected official, employee or designated agent of the **Grantee/Subrecipient** who knowingly and deliberately violates the provisions of this code will be open to civil suit without the legal protection of the **Grantee/Subrecipient**. Furthermore, such a violation of these procurement standards is grounds for dismissal by the **Grantee/Subrecipient**.

Any contractor or potential contractor who knowingly and deliberately violates the provisions of these procurement standards will be barred from future transactions with the Grantee/Subrecipient.

ADOPTED THIS 19 DAY OF OCT, 2021

  
\_\_\_\_\_  
Judge/Executive

or

\_\_\_\_\_  
(Authorized Official of Subrecipient)

## LEGALLY BINDING AGREEMENT

This agreement entered into this 19 day of OCT, 2021, by and between Grant County Fiscal Court, hereinafter referred to as the Recipient, and Northern Kentucky, Community Action Agency, hereinafter called the Service Provider. This agreement is being executed in three original contracts, each of which is deemed as original.

WHEREAS, the Recipient has applied for CDBG-CV funds from the Commonwealth of Kentucky, Department of Local Government, and

WHEREAS, the Recipient will enter into a Grant Agreement with the Commonwealth of Kentucky, Department of Local Government, and

WHEREAS, the payment of funds to the Recipient under the terms of the Grant Agreement is contingent upon the Service Provider contracting to undertake certain responsibilities, and

WHEREAS, the funds made available under the terms of the Grant Agreement to the Recipient will be expended by the Service Provider directly to assisted utilities,

NOW, THEREFORE, for and in consideration of the sum of ( \_\_\_% and not to exceed \$\_\_\_\_\_ ) in administrative fees paid to the Service Provider, and in further consideration of the mutual promises and covenants hereinafter contained, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The Recipient and Service Provider do hereby agree to carry out and perform all of the activities required of it under the terms and conditions of the Grant Agreement, which agreement is incorporated herein by reference as if copied in full.
2. Service Provider shall be provided with specific dates for program operations including open enrollment period, which consists of the first and last date that an applicant may apply; the final invoice date, which is the last date all accounts must be settled.
3. Service Provider shall be notified in writing 30 days prior to the application start date, and to any change in dates.
4. Service Provider shall be provided guidance to determine benefit prior to open enrollment period, including specific instructions on vendor program eligibility and any reduction that should be applied to a vendor bill. When required, the Recipient and Agent will provide final ruling on applicant eligibility and benefit amount.
5. The Area Development District, hereinafter referred to as the Agent, will provide assistance to the Service Provider to determine applicant residency and to determine funding source for said applicant.
6. Service Provider is not responsible for tracking, reporting, and monitoring the program as it relates to the number or percentage of applicants below at or above any income level.

7. The Service Provider agrees as follows:
  - a) Enter into and maintain agreements with utilities and vendors following Service Provider's regular policies and procedures as needed.
  - b) Accept complete application package from applicant submitted in the form of paper, digital or web based; delivered online, United States Postal Service or in-person, to include:
    1. Complete and signed DLG application, which contains personal declaration.
    2. Household income documentation attached to application form
    3. Photographic proof of identification for Applicant (not entire household)
    4. Relevant utility bills with breakout of monthly amounts owed.
  - c) Review application to establish to determine if it is viable, in that it appears complete and meets the requirements for program enrollment. Service Provider is not required to verify information on the CDBG-CV Utility Assistance Application so long as the application has been signed by the applicant.
  - d) Service Provider may contact applicant if additional information or clarification is needed.
  - e) Applicants that do not respond within 5 business days are subject to their application being denied, and Service Provider will turn the application and documentation over to the Agent.
  - f) If the application package is viable, it will be processed by the Service Provider as follows:
    1. Service Provider will calculate the benefit amount, up to a maximum of \$250 per month for up to 6 consecutive months.
    2. Service Provider will approve (or deny) the application.
    3. Service Provider will notify the vendor/utility of the benefit to be applied to the applicant account.
    4. Service Provider will issue payment to the vendor using established procedures.
    5. Service Provider will provide a copy of all relevant application documentation including, but not limited to, income, utility bills, identification from applicant, duplication of benefits documentation, and proof of delinquency payments made on behalf of applicant to the Agent on a regular timely basis.
    6. Service Provider will retain copies for the length of the time necessary to meet the Community Action Agency retention requirements.
  - g) Service Provider will notify Recipient and Agent of any vendor that does not desire to participate in this program or cooperate with the service.
8. The Service Provider shall comply with all State and Federal laws and regulations pertinent to the project.



9. The Service Provider further agrees to the following terms and conditions:
  - a) That no transfer of grant funds by the Recipient to the Service Provider shall be deemed an assignment of grant funds, and that the Service Provider shall neither succeed to any rights, benefits, or advantages of the Recipient under the terms of the hereinabove described Grant Agreement does not attain any rights, privileges, authorities, or interest in or under the said agreement.
  - b) That it acknowledges that nothing contained in the said agreement, nor in any contract between the parties hereto, not any act of the Commonwealth, the Recipient or any other party shall be deemed or construed to create any relationship or third-party beneficiary, principal and agent, limited or general partnership, or joint venture, or of any association or relationship involving the Commonwealth.
  - c) That the Recipient shall not be liable to the Service Provider or any party except the Commonwealth, for the completion of, or the failure to complete, any activities which are a part of the project herein contemplated, except those specified in Exhibit B, of the said Grant Agreement.
  - d) None of the Service Provider's designees, agents, members, officers or employees, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for the project herein contemplated at any time during or after such person's tenure with the Service Provider.
10. The obligations of the parties are totally contingent upon the obtaining of a Release of Funds from the Department for Local Government and no project activities other than environmentally exempt activities may occur until the release is achieved.
11. Recipient and Service Provider agree and accept that all applicable provisions of the Grant Agreement are incorporated into and made a part of the Legally Binding Agreement.
12. The Legally Binding Agreement Standard Provisions attached to this Agreement as Exhibit I are considered to be an integral part of this agreement.

LEGALLY BINDING AGREEMENT

This Agreement being formally adopted this 19 day of OCT, 2021:

GRANT COUNTY

Recipient

Examined as to form and legality:

Chuck Dills

Local Official

[Signature]

Recipient Attorney

State of Kentucky

County of GRANT

Subscribed, sworn to, and acknowledged before me by Chuck Dills,  
JUDGE/EXECUTIVE  
(title) by through its resolution, on this 19 day of October, 2021.

My commission expires:

11/20/2024

Cherish Kennedy  
Notary Public

\_\_\_\_\_  
Service Provider

\_\_\_\_\_  
Official

\_\_\_\_\_  
Title

State of Kentucky

County of \_\_\_\_\_

Subscribed, sworn to, and acknowledged before me by \_\_\_\_\_,

\_\_\_\_\_  
(title) by and through its resolution, on this \_\_\_\_ day of \_\_\_\_\_, 2021.

My Commission expires:

\_\_\_\_\_

\_\_\_\_\_

Notary Public

## LEGALLY BINDING AGREEMENT

### EXHIBIT I

#### STANDARD PROVISIONS

**NOTE: The following CDBG Provisions should be used with all Legally Binding Agreements where CDBG funds are being used in whole or in part.**

1. Unexpended Grant Funds: The Service agrees that it will return to the Recipient any unexpended grant funds provided by the Recipient under this Agreement.
2. Program Income: Briefly describe how the program income generated from CDBG funded activities will be handled.
3. Limitation of Liability: The Service Provider will not assert in any legal action by claim or defense, or take the position in any administrative or legal procedures that he is an agent or employee of the Recipient.
4. Ownership: Ownership of all real or personal property, acquired in whole or in part with CDBG funds for use on this project, shall be vested in the unit of local government. When the unit of local government determines that the property is no longer required for the purposes of this project, the unit of local government must notify the Department of Local Government (DLG) and obtain approval for disposition of the property in accordance with applicable guidelines.
5. Agreement/Contract: If any provision in this agreement/contract shall be held to be invalid or unenforceable, the remaining portions shall remain in effect. In the event such invalid or unenforceable provision is considered an essential element of this agreement/contract, the parties shall promptly negotiate a replacement provision, which addresses the intent of such provision.

The failure of either party to insist upon strict performance of any terms, conditions and covenants herein set forth shall not be deemed a waiver of any rights or remedies that such party may have and shall not be deemed a waiver of any subsequent breach or default in the terms, conditions and covenants herein contained.

Federal, State and local laws, ordinances and codes are subject to change from time to time as they are promulgated. The Service Provider shall be notified in writing of any such changes when they occur, and they shall be incorporated in writing into this contract/agreement upon concurrence by both parties unless such changes are considered to have an essential impact upon the intent of this agreement/contract and then they shall be incorporated upon notification to the Service Provider.

6. Terms and Conditions: DLG reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions or changes in the requirements, regulations, and laws governing the Community Development Block Grant Program.

7. Reporting Requirements: The Service Provider agrees to complete and submit all reports, in such form and according to such schedule, as may be required by DLG.
8. Maintenance of Records: Records for non-expendable property purchased totally or partially with Federal funds must be retained for five years after final close-out. All other pertinent contract records including financial records, supporting documents and statistical records shall be retained for a minimum of five (5) years after the final close-out report. However, if any litigation, claim, or audit is started before the expiration of the five (5) year period, then records must be retained for five (5) years after the litigation, claim or audit is resolved.
9. Access to Records: Records with respect to all matters covered by this agreement shall be made available for audit and inspection by DLG, HUD or their representatives.
10. Sanctions: If the Service Provider fails or refuses to comply with the provisions set forth herein, then DLG or Recipient may take any or all of the following sanctions: cancel, terminate or suspend in whole or in part this agreement, or refrain from extending any further funds to the Service Provider until such time as the Service Provider is in full compliance.
11. Applicable Law: In addition to the applicable Federal Laws and Regulations, this agreement is also made under and shall be construed in accordance with the laws of the Commonwealth of Kentucky. By execution of this agreement, the Service Provider to submit to the jurisdiction of the Commonwealth of Kentucky for all matters arising or to arise hereunder, including but not limited to performance of said agreement and payment of all licenses and taxes of whatever kind or nature applicable hereto.
12. Uniform Administrative requirements: The Service Provider shall adhere to the following administrative requirements:
  - Financial: Guidelines for financial and compliance audits of Federally assisted programs which are OMB Circular A-133, and OMB Circular A-87.
  - Procurement: The following provisions regarding "conflicts of interest" apply to the use and expenditure of CDBG funds by the Recipient and the Service Provider. Except for eligible administrative or personnel costs, the general rule is that no person who is an employee, agent, consultant, officer, or elected or appointed official of the Commonwealth of Kentucky or a unit of general local government or any designated public agencies or subrecipient which are receiving CDBG funds who exercise or have exercised any function or responsibilities with respect to CDBG activities assisted herein or are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest in any contract, subcontract

or agreement with respect thereto, or the proceeds thereunder either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter. Exceptions may be granted by the Department for Local Government on a case-by-case basis as requested upon full disclosure in writing. Should any governmental entity, recipient, subrecipient, employee or official know or perceive any breach of ethical standards or conflict of interest involving any other CDBG grant, they shall immediately notify the Department for Local Government.

Personnel: All contractors and subcontractors engaged in the project shall be fully qualified and properly licensed under State and local law to perform such services. The Service Provider shall insure that all Prime Contractors/Subcontractors are bonded and insured in accordance with State and Federal requirements.

Other Program Requirements: All activities by the Service Provider shall be carried out in compliance with all Federal laws and regulations except for environmental responsibilities and review process under Executive Order 12372, which are the responsibility of the Recipient.

Suspension and Termination: In accordance with 24 CFR 85.43 suspension or termination may occur if the Service Provider materially fails to comply with any terms of this Agreement, and that the Agreement may be terminated for convenience in accordance with 24 CFR 85.44.

Debarment Certification: The Service Provider must verify that all contractors and subcontractors are not listed in the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions", prior to receiving Federal funds. The Service Provider must require that any prime contractor or lower tier contractor with a contract valued at more than \$100,000 must also complete a debarment certification and the Service Provider will keep it on file for review as outlined in records and reports. The Service Provider must also check the eligibility on all contractors and subcontractors who perform work under this Agreement regardless of dollar amount.

Use of Real Property and Reversion of Assets: Upon expiration or termination of this Agreement the Service Provider shall transfer on behalf of the Recipient, to the Department for Local Government, or the Department for Local Government's Assignee, any CDBG funds on hand at that time and any accounts receivable attributable to the use of CDBG funds. Any real property acquired or improved in whole or in part with CDBG funds must continue to be used for the purpose for which it was acquired or improved. Any changes in its use must be approved by the Department for Local Government in writing.

Amendments: Any changes in the scope of the project, as outlined in this Agreement, including cost increases, must be submitted in writing by the Service Provider to the Recipient as a request for an award adjustment. Any adjustment granted by the Recipient shall be appended to this Agreement as an amendment.

13. Copyright: Except as otherwise provided in the terms and conditions of this contract, the Service Provider paid through this contract is free to copyright any books, publications or other copyrightable materials developed in the course of and under this contract. However, the U. S. Department of Housing and Urban Development and DLG reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, for Federal Government and State Funded Agencies (SFA) purposes:

- A. the copyright in any work developed under this contract; and
- B. any rights of copyright to which a Service Provider purchases ownership with grant support.

The Federal Government's rights and the DLG's rights identified above must be conveyed to the publisher and the language of the publisher's release form must insure the preservation of these rights.

14. Compliance with Air and Water Acts: Applicable to construction contracts and related subcontracts exceeding \$100,000: This contract is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect to 40 CFR Part 15, as amended from time to time.

- A. A stipulation by the Contractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities, issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- B. Agreement by the Contractor to comply with all the requirements of section 114 of the Clean Air Act, as amended (42 USC 1857c-8-0 and section 308 of the Federal Water Pollution Control Act, as amended (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said section 114 and 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition of award of contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract under consideration is to be listed on the EPA list of Violating Facilities.

D. Agreement by the Service Provider that he will include or cause to be included the criteria and requirements in paragraph (A) through (D) of this agreement, in every nonexempt subcontract and requiring that the Contractor will take such action as the State may direct as a means of enforcing such provisions. In no event shall any amount of assistance provided under this agreement be utilized with respect to a facility which has given rise to a conviction under section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

15. Subcontracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Areas: It is national policy to award a fair share of contracts to small and minority and women's owned businesses. Accordingly, affirmative steps must be taken to assure that small, minority and women owned businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps shall include the following:

- A. Including qualified small and minority businesses on solicitation lists;
- B. Assuring that small, minority and women owned businesses are solicited whenever they are potential sources;
- C. Whenever economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small, minority and women owned businesses' participation;
- D. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority businesses; and
- E. Using the services and assistance of the Small Business Administration, the Kentucky Cabinet for Economic Development, the U. S. Department of Commerce, and the Community Services Administration as required.

16. Confidential Information: Any reports, information, data, etc., given to, prepared by, or assembled by the Service Provider under this agreement, which DLG requests to be kept confidential, shall not be made available to any individual or organization by the Service Provider without prior written approval of DLG.

17. Prime Service Provider Responsibilities: The Service Provider is required to assume sole responsibility for the complete effort and enforcement of laws and regulations under this agreement. The Recipient will consider the Service Provider to be the sole point of contact with regard to contractual matters.

18. Subcontracting: If any part of the work covered by this agreement is to be subcontracted, the Service Provider shall identify the subcontracting entity and the contractual arrangements made therewith to the Recipient. All subcontracts must be approved by the Recipient to insure they

are not debarred or suspended by the Federal or State Government and to ensure the Recipient understands the arrangements.

19. Legal Services: No attorney-at-law shall be engaged through the use of any funds provided under this contract in suits against the State, Local Public Body, or any political subdivision.
20. Political Activity: None of the funds, materials, property, or services provided directly or indirectly under this contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or otherwise in violation of the provisions of the "Hatch" Act.
21. Reporting of Fraudulent Activity: If at any time during the term of this agreement anyone has reason to believe by whatever means that, under this or any other program administered by DLG, a recipient of funds has improperly or fraudulently applied for or received benefits, monies, or services pursuant to this or any other contract, such information shall be immediately reported to the appropriate authorities.
22. Age Discrimination: In accordance with 45 CFR, parts 90 and 91, the Service Provider agrees there shall be no bias or age discrimination as to benefits and participation under this agreement.
23. Section 109 of the Housing and Community Development Act of 1974: No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part pursuant to agreement.
24. Section 3, Compliance and Provision of Training, Employment and Business Opportunities: The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall, to the greatest extent feasible be directed to low and very low- income persons, particularly persons who are recipients of HUD assistance for housing. The parties to this said contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause and will post copies of the notice in conspicuous



places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135. The contractor will certify that any vacant employment positions including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135. The contractor agrees to submit such reports as required to document compliance with Part 135. Noncompliance with the regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

25. Section 504 of the Rehabilitation Act of 1973: The Service Provider agrees that no otherwise qualified individual with disabilities shall, solely by reason of his disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, in any program or activity that receives the benefits from the Federal financial assistance.
26. Lead-Based Paint: The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. Any grants or loans made by the Service Provider for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-based paint hazards under subpart B of said regulations, and the Service Provider shall be responsible for the inspections and certifications required under section 35.14(f) thereof.
27. Debarment Certification: The Service Provider must comply with Federal Debarment and Suspension regulations prior to entering into a financial agreement for any transaction as outlined below.

- A. Any procurement contract for goods and services, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold (which is \$25,000 and is cumulative amount from all Federal funding sources).
  - B. Any procurement contract for goods and services, regardless of amount, under which the Service Provider will have a critical influence on or substantive control over the transaction.
28. Equal Employment Opportunity: In carrying out the program, the Service Provider shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Service Provider must take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 compensation; and selection for training, including apprenticeship shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this non-discrimination clause. The Service Provider shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. The Service Provider shall incorporate the foregoing requirements of this paragraph in all subcontracts for project or program. The Service Provider will, in all solicitations or advertisements for employees by or on behalf of the Service Provider, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. The Service Provider send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the State advising the said labor union or workers' representatives of the Service Provider's commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Service Provider will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the State. The Service Provider will furnish all information and reports required by Executive Order 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the State, or pursuant thereto, and will permit access to its books, records, and accounts by HUD and the State for purposes of investigation to ascertain compliance with such rules,

regulations, and orders. In the event of the Service Provider's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the Service Provider may be declared ineligible for further Government contracts or Federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, as amended, or by rules, regulations, or order of the State, or as otherwise provided by law. The Service Provider will include the above provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the State issued pursuant to section 204 of Executive Order 11246 of September 25, 1965, as amended, so that such provisions will be binding upon each Service Provider or vendor. The Service Provider will take such action with respect to any subcontract or purchase order as DLG may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Service Provider becomes involved in, or is threatened with, litigation with an entity as a result of such direction by DLG, the Service Provider may request DLG to enter into such litigation to protect the interest of the State. The Service Provider further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in Federally assisted construction work.

29. Federal Labor Standards Provisions: The project or program to which the work covered by this agreement pertains is being assisted by the United States of America and the Federal Labor Standards Provisions are applicable to any construction contracts in excess of \$2,000 or residential rehabilitation contracts involving more than eight units entered into by the Service Provider. The Service Provider shall include the required Federal language covering Davis-Bacon, Copeland Anti-Kickback, and Contract work and Safety Standard Acts in any such contract.

AGREEMENT TO PROVIDE  
PROFESSIONAL AND PERSONAL SERVICES

This agreement, by and between, the County of Grant (hereinafter referred to as the "First Party") and the Northern Kentucky Area Development District, a public agency of the Commonwealth of Kentucky, (hereinafter referred to as the "Second Party"), as follows:

WHEREAS, the First Party seeks to obtain the personal and professional services necessary to complete the activities described herein; and

WHEREAS, the Second Party has the capability to provide the personal and professional services to complete the activities described herein;

NOW, THEREFORE, in consideration of the mutual covenants and obligations to the parties herein set forth, each of them does hereby covenant and agree with the other as follows:

Section 1.01. Employment of Second Party. The First Party hereby retains the Second Party as an independent contractor to perform the professional and personal services as herein provided.

Section 1.02. Second Party Independent Contractor. The Second Party acknowledges that they are not an agent, servant or employee of the First Party and will not hold themselves out as such.

Section 2.01. Services. The Second Party shall perform the duties, services and functions particularly described in the exhibit attached hereto and captioned "Scope of Work Statement" (hereinafter referred to as "Work Statement") and same is incorporated herein as if fully written and is a material term and condition of this Agreement.

Section 2.02. Method of Performance. All services rendered by the Second Party shall be in conformity with accepted and customary practices and standard of comparably qualified individuals holding themselves out as possessing the qualifications of the Second Party.

Any documentary material submitted to First Party shall be in form and content in compliance with this Agreement and in conformity with accepted standards of the Second Party's profession. All services are to be rendered in a timely fashion.

Section 2.03.Performance Instructions. In addition to the requirements provided for in Section 2.02, Second Party will perform all services in a manner as may be provided in the Work Statement. If Second Party determines that a conflict exists in delivering services under Sections 2.02 or 2.03, such conflict must be fully explained to First Party in writing prior to the rendering of the services.

Section 3.01.Compensation. For the services rendered herein, the Second Party shall be entitled to a fee of \$10,000. Second Party shall not be entitled to reimbursement for expenses in performing any services or providing any documents unless specifically provided in the Work Statement.

Section 3.02.Maximum Compensation. Second Party acknowledges that the fee for his services shall not exceed the sum of \$10,000, and that in no event will First Party be liable to compensate Second Party in excess of this amount.

Section 3.03.Compensation Contingent on Availability of Funds. Second Party acknowledges that the compensation that may be due or become due to the Second Party is contingent upon receipt of such funds by First Party from the Commonwealth of Kentucky that is responsible for the availability of said funds. Should First Party not receive the funds or sufficient funds to compensate Second Party wholly or partial, Second Party waives, releases and discharges First Party from any obligation hereunder to compensate Second Party.

Section 4.01.Term. Unless a different provision is stated in the Work Statement, Second Party shall commence the performance of its services immediately and its services shall terminate upon acceptable completion of the duties, services or functions by the Second

Party as provided herein. The term acceptable completion means acceptable as determined by the First Party and its decision is final.

Section 4.02. Early Termination. This Agreement shall terminate prior to completion as provided in Section 4.01 in the event (a) that the funds necessary for compensation of Second Party are unavailable as determined by First Party; or (b) by termination by First Party on five (5) days written notice for whatever reason. Written notices need not state reason and is effective upon mailing to Second Party by regular U.S. mail, postage pre-paid, at the address of Second Party provided herein. The Second Party will cease the rendering of all services upon receipt of notice or receipt of knowledge of termination, whichever is earlier, and will immediately wrap up all services in progress in order to turn over or return all documents, etc., to First Party.

Section 4.03. Pro-Rata Compensation. If the services to be rendered by Second Party are not completed as provided by the Work Statement and Section 4.01, First Party shall pay Second Party that portion for services rendered of the total contract price, which bears the same ratio as services performed to the total services contracted for, less any payments already made.

If, on the effective date of the termination by notices for reasons other than provided in Section 4.02(a), less than sixty (60) percent of the services covered by this Agreement have been performed, the Second Party shall be further reimbursed for the out-of-pocket expenses incurred by the Second Party, which are directly attributable to the uncompleted portion of the services herein.

Section 4.04. Failure of Second Party to Perform. If Second Party shall fail to fulfill, in a timely and proper manner, the duties, services, functions, obligations or covenants of this Agreement, the First Party may terminate this Agreement by giving written notice by regular U.S. mail, postage pre-paid, at the address of Second Party provided herein, no earlier than forty-eight (48) hours before the effective date of such termination. This notice shall state reasons for termination.

Section 4.05.Damages. If this Agreement is terminated under provisions of Section 4.04, Second Party agrees to reimburse First Party, upon demand, for any losses or expenses incurred to complete project through whatever method as well as any incidental or consequential damages.

Section 5.01.Ownership of Reports. Any reports, information, data, studies, surveys, or other materials prepared or gathered by the Second Party under this Agreement shall be the Property of the First Party. All reports, and other documents, completed as a part of this Agreement, other than documents exclusively for internal use by the First Party shall carry a notation on the front cover of the title page, as required in the Work Statement.

Section 5.02.Copyrights. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The First Party has unrestricted authority to publish, disclose, distribute, and other use, in whole or in part, any reports, data or other materials prepared under this Agreement.

Section 5.03.Ownership of Reports Upon Termination. In the event of termination of the Agreement, all finished or unfinished documents, data, studies, surveys, and reports or other materials prepared by the Second Party under this Agreement, shall, at the option of the First Party, become its property.

Section 5.04.Inspection of Reports. At any time during normal business hours and as often as the First Party deems desirable, the Second Party shall make available to First Party, the Commonwealth of Kentucky, United States Comptroller General or other agencies or individuals for examination, all of its records with respect to matters covered by this Agreement, whereupon the aforementioned agencies or individuals shall be permitted to audit, examine and make excerpts or transcripts from such records and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matter covered by this Agreement.

Section 5.05. Confidentiality. Any reports, information, data given to or prepared or assembled by the Second party under this contract which the First Party requests to be kept confidential shall not be made available to any individual or organization by the Second Party without the prior written approval of the First Party.

Section 6.01. Non-Discriminatory Practices. The Second Party will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Second Party shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. The Second Party agrees to post in conspicuous places available to employees and applicants for employment notices setting forth the provisions of this non-discrimination clause. The Second Party will in all solicitations or advertisements for employees, placed by or on behalf of the Second Party, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Second Party will cause the foregoing provisions to be inserted in all sub-contracts for any work covered by this Agreement, so that such provisions will be binding upon each sub-contracts provided that the foregoing provisions shall not apply to contracts or sub-contracts for standard commercial supplies or raw materials.

(a) The Second Party shall keep such records and submit such reports concerning the racial and ethnic origin of applicants for employment and employees as the appropriate state and/or Federal agencies may require.

(b) The Second Party agrees to comply with such rules, regulations or guidelines as the appropriate state and/or federal agencies may issue to implement these requirements.

Section 6.02. Conflicts of Interest. No officer, member or employee of the First Party and no members of its governing body, and no other public official of the governing body of the locality or localities in which the project is situated or being carried out who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement, which affects his



personal interest or the interests of any corporation, partnership or association in which he is directly or indirectly interested or has any personal or pecuniary interest direct or indirect, in this Agreement or the proceeds thereof.

Section 6.03.Exclusive Performance. The Second Party covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the services required to be performed under this Agreement. The Second Party, further covenants that in the performance of this Agreement, no person having any such interest shall be employed.

Section 6.04.Governmental Involvement. No members of, or delegate to the Congress of the United States of America shall be admitted to any share or part thereof, or to any benefits to arise here from.

Section 7.01.Non-Assignability. The Second Party shall not assign any interest in this Agreement, and shall not transfer any interest in the same; provided, however, that claims for money due to the Second Party from the First Party under this Agreement, may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the First Party.

Section 8.01.Amendments. The First Party may, from time to time, require changes in the Work Statement of the Second Party to be performed hereunder, Such changes, including any increase or decrease in the amount of the Second Party' s compensation, which are mutually agreed upon by and between the First Party and the Second Party, shall be incorporated in written amendments to this agreement.

IN WITNESS HEREOF, the First Party, by its authorized agent and the Second Party, by its Executive Director and each warranting their authority to execute this Agreement on

behalf of their principal, hereto set their hands to this Agreement on this, the 19 day of OCT 2021

This Agreement shall become effective on the 19 day of OCT 2021

**FIRST PARTY:**

Cheryl Dells  
NAME

10-19-2021  
DATE

Cherish Kennedy  
ATTEST:

10/19/2021  
DATE

**SECOND PARTY:**

**NORTHERN KENTUCKY AREA DEVELOPMENT DISTRICT**

\_\_\_\_\_  
EXECUTIVE DIRECTOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST:


\_\_\_\_\_  
DATE

SECTION 3 PLAN FORMAT (FOR CONTRACTS \$10,000 AND ABOVE)

NKADD agrees to implement the following affirmative action steps directed at increasing the utilization of low and moderate income residents and businesses within Grant County, Kentucky.

- A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the county the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Services.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if other wise D eligible and if a vacancy exist.
- \*D. To insert this Section 3 Plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.
- \*E. To insure that subcontracts which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending sub contractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative actions steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 Plan.
- J. To list all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

\*Loans, grants, contracts and subsidies for less than \$10,000 will be exempt. As officer and representatives of NKADD, we, the undersigned, have read and fully agree to this Affirmative Action Plan and become a part to the full implementation of this program.

  
\_\_\_\_\_  
Signature

Executive Director  
\_\_\_\_\_  
Title

10-19-2021  
\_\_\_\_\_  
Date

**A. SERVICES:**

1. Coordinate with the community the submission of all documents necessary for full release of funds.
2. Coordinate with the community the Request for Payments to ensure consistency with the State Account procedures established for the KCDBG program.
3. Ensure that the community has an acceptable financial management system as it pertains to finances of the KCDBG program. An acceptable system includes but is not limited to; cash receipts and disbursement journal and accompanying ledgers, the cash control register, and should conform to generally accepted principles of municipal accounting.
4. Establish project files in local government office. These must demonstrate compliance with all applicable Federal, State and local regulations. Monitor project files throughout the program to ensure they are complete, and that all necessary documentation is being retained in the community's files.
5. Check NKCAC disbursements to ensure eligibility. Compare disbursements with addresses to ensure eligibility of residence.
6. Prepare closeout documents to include Program Completion Report, final Wage Compliance Report and Certificate of Completion.
7. Assist with monitoring visits and with compliance to address findings of program reviews.

Services in each of the above work areas shall be performed under and at the direction of the Judge/Executive, or their designated representative.

**B. COMPENSATION:**

Administration of Program -\$10,000

**C. METHOD OF PAYMENT:**

Invoices for Work Completed.