

**Ohio County Fiscal Court**  
May 25, 2021 5:00 PM  
Ohio County Community Center  
Hartford, KY

**Attendance Taken at 5:00 PM:**

Present Board Members:

Larry Keown  
Larry Morpew  
Sam Small  
Jason Bullock  
Joe Barnes  
David Johnston

**I. Call to Order Judge Executive David Johnston**

**I.A. Prayer and Pledge to American Flag**

**II. Approve May 11, 2021 Minutes**

**Motion Passed:** Approved May 11, 2021 Minutes passed with a motion by Sam Small and a second by Joe Barnes.

**6 Yeas - 0 Nays.**

Larry Keown	Yes
Larry Morpew	Yes
Sam Small	Yes
Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes

**III. Bills, Claims, Payments and Transfers**

**Motion Passed:** Bills, Claims, Payments and Transfers stand approved as presented passed with a motion by Larry Keown and a second by Larry Morpew.

**6 Yeas - 0 Nays.**

Larry Keown	Yes
Larry Morpew	Yes
Sam Small	Yes
Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes

**IV. April 2021 Treasurer's Financial Report**

**Motion Passed:** Acknowledged having received the Treasurer's April 2021 Financial Report. Report was given to court at the May 11, 2021 meeting. Item did not make it on agenda per Fiscal Court Clerk error passed with a motion by Sam Small and a second by Joe Barnes.

**6 Yeas - 0 Nays.**

Larry Keown	Yes
Larry Morpew	Yes
Sam Small	Yes
Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes

**V. Ordinance 2021-3 2nd Reading Budget FY 2021/2022**

**Motion Passed:** Approved second reading of Ordinance 2021-3 Budget FY 2021/2022 passed with a motion by Larry Morpew and a second by Larry Keown.

**6 Yeas - 0 Nays.**

Larry Keown	Yes
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Larry Morphew	Yes
Sam Small	Yes
Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes

**VI. Ordinance 2021-4 Budget Amendment**

**Motion Passed:** Approved first reading of Ordinance 2021-4 Budget Amendment passed with a motion by Sam Small and a second by Larry Keown.

**6 Yeas - 0 Nays.**

Larry Keown	Yes
Larry Morphew	Yes
Sam Small	Yes
Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes

**VIII. Interlocal Agreement**

**Motion Passed:** Approved purposed interlocal agreement between Ohio County, Butler County, and Edmundson County Fiscal Courts for a Regional Jail. Authorize judge Executive to sign all corresponding documentation passed with a motion by Larry Keown and a second by Sam Small.

**6 Yeas - 0 Nays.**

Larry Keown	Yes
Larry Morphew	Yes
Sam Small	Yes
Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes

**IX. RSA Jail Feasibility Study**

**Motion Passed:** Approved a Jail Feasibility study for a regional jail for Ohio, Butler, and Edmundson Counties. Feasibility Study in the amount of \$7,500.00. Ohio County to pay \$3,750.00, Bulter County to pay \$1,875.00, Edmundson County to pay \$1,875.00. Authorize Judge Executive to sign all corresponding documentation and authorize County Treasurer to issue all check(s) passed with a motion by Larry Keown and a second by Joe Barnes.

**6 Yeas - 0 Nays.**

Larry Keown	Yes
Larry Morphew	Yes
Sam Small	Yes
Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes

**X. Golf Course Personnel**

**Motion Passed:** Approved Golf Course New Hire of Brittany Morphew as seasonal part time Pro Shop Worker at \$8.68 per hour effective May 26, 2021 passed with a motion by David Johnston.

**5 Yeas - 0 Nays - 1 Abstained.**

Larry Keown	Yes
Larry Morphew	Abstain
Sam Small	Yes
Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes

**XI. Golf Course Personnel**

**Motion Passed:** Approved Golf Course New Hire of Kaleb Snyder as seasonal part time Pro Shop Worker at \$8.68 per hour effective May 26, 2021 passed with a motion by David Johnston.

**6 Yeas - 0 Nays.**

Larry Keown	Yes
Larry Morphew	Yes
Sam Small	Yes
Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes

**XII. Golf Course Personnel**

**Motion Passed:** Approved Golf Course Employee status change for Megan Baize Seasonal Helper from \$7.68 per hour to \$9.70 per hour effective May 23, 2021 passed with a motion by David Johnston.

**6 Yeas - 0 Nays.**

Larry Keown	Yes
Larry Morphew	Yes
Sam Small	Yes
Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes

**XIII. Golf Course Personnel**

**Motion Passed:** Approved Golf Course Employee status change for Tony Renfrow Seasonal Helper from \$8.68 per hour to \$9.70 per hour effective May 23, 2021 passed with a motion by David Johnston.

**6 Yeas - 0 Nays.**

Larry Keown	Yes
Larry Morphew	Yes
Sam Small	Yes
Jason Bullock	Yes
Joe Barnes	Yes
David Johnston	Yes

**XIV. Committee Reports**

**XV. Rough River Log Jam**

**Motion Passed:** Approved to enter into an agreement with Hydro Protects LLC Disaster Mitigation for the Raymond Hagan Rough River log Jam. Authorize Judge Executive to sign all corresponding documentation passed with a motion by Larry Keown and a second by Joe Barnes.

**5 Yeas - 0 Nays.**

Larry Keown	Yes
Larry Morphew	Yes
Sam Small	Yes
Jason Bullock	Absent
Joe Barnes	Yes
David Johnston	Yes

**XVI. Magistrate's Comments and Requests**

**XVI.A. District 1 - Magistrate Sam Small**

**XVI.B. District 2 - Magistrate Jason Bullock**

**XVI.C. District 3 - Magistrate Joe Barnes**

XVI.C.1. Senior Center Vehicle

**Motion Passed:** Approved the purchase of a 2021 Voyager in the amount of \$23,096.00 for the Senior Center to use for Meal deliveries and transport of seniors. Authorize County Treasurer to issue check(s) passed with a motion by Larry Keown and a second by Larry Morpew.

5 Yeas - 0 Nays.

Larry Keown	Yes
Larry Morpew	Yes
Sam Small	Yes
Jason Bullock	Absent
Joe Barnes	Yes
David Johnston	Yes

XVI.D. District 4 - Magistrate Larry Keown  
XVI.E. District 5 - Magistrate Larry Morpew

XVII. Citizen's Comments

XVIII. Adjournment

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

\_\_\_\_\_  
Ohio County Fiscal Court Clerk

501  
REGULAR

OHIO COUNTY 501  
25 MAY 2021

MOORE CHRY-DODGE-JEEP  
1201 S. MAIN STREET  
HARTFORD, KY 423471845

Configuration Preview

Date Printed: 2021-05-24 3:07 PM  
Estimated Ship Date:

VIN:  
VON:

Quantity: 1  
Status: BA - Pending order  
FAN 1: OOMMO Ohio County Court  
FAN 2:  
Client Code:  
Bid Number: TB1056  
PO Number:

Sold to:  
MOORE CHRY-DODGE-JEEP (44887)  
1201 S. MAIN STREET  
HARTFORD, KY 423471845

Ship to:  
MOORE CHRY-DODGE-JEEP (44887)  
1201 S. MAIN STREET  
HARTFORD, KY 423471845

Vehicle:

2021 VOYAGER L (RUCE53)

	Sales Code	Description	MSRP(USD)
Model:	RUCE53	VOYAGER L	27,235
Package:	27B	Customer Preferred Package 27B	0
	ERC	3.6L V6 24V VVT Engine Upg 1 w/ESS	0
	DFH	9-Spd 948TE Auto Trans	0
Paint/Seat/Trim:	PW7	Bright White Clear Coat	0
	APA	Monotone Paint	0
	7H7	Cloth Bucket Seats	0
	-X7	Black/Alloy/Black	0
Options:	4ES	Delivery Allowance Credit	0
	MAF	Fleet Purchase Incentive	0
	CLB	Rear Floor Mats	0
	XCH	2 Additional Key Fobs	100
	CLA	Front Floor Mats	135
	XGQ	Inflatable Spare Tire Kit	385
	4DH	Prepaid Holdback	0
	5N6	Easy Order	0
	4FM	Fleet Option Editor	0
	4FT	Fleet Sales Order	0
	151	Zone 51-Chicago	0
	4EA	Sold Vehicle	0
Non Equipment:	4FA	Special Bid-Ineligible For Incentive	0
Bid Number:	TB1056	Government Incentives	0
Discounts:	YGE	5 Additional Gallons of Gas	0
Destination Fees:			1,495
		Total Price:	29,360

Order Type: Fleet  
Scheduling Priority: 1-Sold Order  
Salesperson:  
Customer Name:  
Customer Address: USA  
Instructions:

PSP Month/Week:  
Build Priority: 99

White VAN \$23,696

Note: This is not an invoice. The prices and equipment shown on this priced order confirmation are tentative and subject to change without prior notice. No claims against the content listed or prices quoted will be accepted. Refer to the vehicle invoice for vehicle content and pricing. Orders are accepted only when the vehicle is shipped by the factory.

## INTERLOCAL - GOVERNMENTAL AGREEMENT ADDRESSING POSSIBILITY OF A REGIONAL JAIL

THIS AGREEMENT made and entered into this the 25<sup>th</sup> day of May, 2021, by and between the COUNTY OF OHIO, KENTUCKY by and through the Ohio County Fiscal Court, 130 E. Washington Street, Hartford, Kentucky 42347, COUNTY OF BUTLER, KENTUCKY by and through the Butler County Fiscal Court, with a mailing address of P. O. 626, Morgantown, Kentucky 42261 and the COUNTY OF EDMONSON, KENTUCKY by and through the Edmonson County Fiscal Court, with a mailing address of P. O. Box 353, Brownsville, Kentucky 42210.

### WITNESSETH

WHEREAS, all the parties desire to enter into an Interlocal - Governmental Agreement pursuant to authority of the Interlocal Cooperation Act (KRS 65.210, et. seq.) which allows local governmental units to make the most efficient use of their resources by enabling them to cooperate on the basis of mutual advantage; and

WHEREAS, each County, acting by and through its Fiscal Court, have determined that the public welfare, safety, interest, and good shall be preserved, maintained, and promoted by this Agreement, which is entered into pursuant to the same statutory authority; and

WHEREAS, such joint undertaking will provide more efficient, utilization of resources and will result in improved services to each County; and

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties hereto agree with each other and their successors as follows:

### DURATION

This agreement supersedes any formal and/or informal agreements and all amendments thereto and on the date that this agreement becomes effective said original agreement and/or agreements shall be of no further in force or legal effect.

This agreement shall be for the duration of May 1, 2021 through May 1, 2022. The parties understand and expressly agree that this agreement shall survive the expiration of any federal or state grant or grants applicable thereto and shall remain in effect unless and until terminated. Either party may terminate this agreement for any reason by providing written notice ninety (90) days prior to termination.

This agreement is a joint effort of the parties to take all actions necessary to have a regional and/or joint venture jail facility for the housing of each of the parties' prisoners/ inmates for incarceration.


EXECUTED AND VALIDITY

This agreement shall be valid only:

When it is executed by each of the Judge Executives of each Court pursuant to duly adopted authorizing legislation from the Fiscal Court. Along with any state office approval as may be required by statute.

IN WITNESS WHEREOF, the County Judge Executives of the Counties of Ohio, Butler and Edmonson, here and to subscribe their signatures pursuant to duty and authorizing legislation of their respective governments on the dates indicated with their signatures.

COUNTY OF OHIO, KENTUCKY

  
COUNTY JUDGE EXECUTIVE

This 25 day of May, 2021

COUNTY OF BUTLER, KENTUCKY

\_\_\_\_\_  
COUNTY JUDGE EXECUTIVE

This \_\_\_\_ day of \_\_\_\_\_, 2021

COUNTY OF EDMONSON, KENTUCKY

\_\_\_\_\_ This \_\_\_\_ day of \_\_\_\_\_, 2021  
COUNTY JUDGE EXECUTIVE

Reviewed as to compliance with KRS 65.210 to 65.300 and recommended for approval:

\_\_\_\_\_ day of \_\_\_\_\_, 2021.  
Staff Attorney, Dept. of Local Government

Approved:

\_\_\_\_\_ day of \_\_\_\_\_, 2021.  
Commissioner of Dept. of Local Government

Ordinance: **00020214**

OHIO COUNTY FISCAL COURT

Amendment: **00020214**

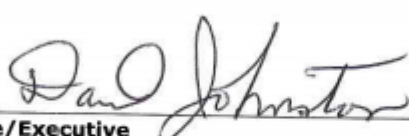
AN ORDINANCE relating to the annual budget and amendment thereof. Whereas Ohio County, Kentucky has realized unbudgeted receipts. Be it ordained by Ohio County of the Commonwealth of Kentucky:

Section One: Current Fiscal Year: 2020-2021

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

A. Revenues	Fund	Account	Description	Amount
	FEDERAL	07-4504- -T	AMERICAN RESCUE PLAN ACT	2,330,276.50
Total Amended Revenues				2,330,276.50

B. Approp.	Fund	Account	Description	Amount
	FEDERAL	07-5076-515-0	AMERICAN RESCUE PLAN ACT	2,330,276.50
Total Amended Expenditures				2,330,276.50

Ordinance: <b>00020214</b>	OHIO COUNTY FISCAL COURT	Amendment: <b>00020214</b>
<p><b>Section Two:</b></p> <p style="margin-left: 40px;">The amounts adjusting the receipt and expenditure accounts in Section One are for governmental purposes.</p> <p>Approved by the Ohio County Fiscal Court of Kentucky, this day, the 25th day of May, 2021.</p> <div style="margin-left: 100px;"><p><b>Signed</b> <u></u></p><p><b>County Judge/Executive</b></p></div> <p>Approved as to form and classification this the <u>25<sup>th</sup></u> day of <u>May</u> <u>2021</u></p> <div style="margin-left: 100px;"><p><b>Signed</b> _____</p><p><b>State Local Finance Officer</b></p></div> <p>This budget ordinance amendment was duly adopted by the Ohio County Fiscal Court, Commonwealth of Kentucky, on this the ____ day of _____</p> <div style="margin-left: 100px;"><p><b>Signed</b> _____</p><p><b>County Judge/Executive</b></p></div>		

**RE: Contact Info**

Bryan Skinner <BSkinner@rsamuni.com>

Thu 5/13/2021 8:30 AM

To: Charlie Shields <OCEMA@OhioCountyKY.gov>

Mr. Shields,

I know we had discussed a possible Zoom meeting this afternoon. Were you able to get that set up or should we try for another time? Thanks, Bryan

Bryan Skinner  
Vice President  
RSA Advisors, LLC  
325 West Main Street, Ste 300  
Lexington, KY 40507  
859.977.6600 office  
800.255.0795 toll free  
859.753.5488 mobile  
[bskinner@rsamuni.com](mailto:bskinner@rsamuni.com)

**R | S | A**  
advisors

\$ 7500<sup>00</sup>  
\$ 3750<sup>00</sup> Ohio  
\$ 1875<sup>00</sup> Bulter  
\$ 1875<sup>00</sup> Eds.

RSA Advisors, LLC ("RSA") is providing the information contained in this communication for discussion purposes only in anticipation of serving as a Municipal Advisor to you. The primary role of RSA, as a Municipal Advisor, is to represent the best interests of Municipal Issuers by acting with the highest fiduciary standards.

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**From:** Bryan Skinner  
**Sent:** Wednesday, May 5, 2021 12:50 PM  
**To:** [ocema@ohiocountyky.gov](mailto:ocema@ohiocountyky.gov)  
**Subject:** Contact Info

Bryan Skinner  
Vice President  
RSA Advisors, LLC  
325 West Main Street, Ste 300  
Lexington, KY 40507  
859.977.6600 office  
800.255.0795 toll free  
859.753.5488 mobile  
[bskinner@rsamuni.com](mailto:bskinner@rsamuni.com)

HYDRO PROTECTS LLC., DISASTER MITIGATION  
AGREEMENT

THIS AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this 25<sup>th</sup> day of May, 2021, by and between HYDRO PROTECTS LLC., of 5325 Nolin Dam Road Mammoth Cave, KY 42259 hereinafter referred to as "HYDRO PROTECTS LLC.," and **Ohio County, Kentucky**, by and through **David Johnston** "COUNTY". WHEREAS, COUNTY is in need of certain disaster relief so as to ensure public safety and disaster recovery for the Parks' roads and bridges and other infrastructure; and

WHEREAS, COUNTY is in need of certain disaster relief so as to ensure public safety and disaster recovery for COUNTY roads and bridges and other infrastructure; and

WHEREAS, HYDRO PROTECTS LLC., has submitted a proposal for Design/Build/Finance services needed to mitigate disaster damages due to USGA Disaster Declarations: **Kentucky** Severe Storms, Tornadoes, Flooding, Landslides, And Mudslides as well as any past or future Disaster Declarations or State of Emergency and activities to mitigate past, present and future damages due to natural and manmade disasters (hereinafter referred to as the "Work"); and

WHEREAS, HYDRO PROTECTS LLC., has agreed to complete the funding work and shall not require COUNTY to pay any monies whatsoever for proposed securing of funding other than those funded by the US Federal Government through Federal Agencies and/or any Agencies, whether state, federal or other (USGA), reimbursement, grants and other funding (hereinafter referred to collectively as ("ACQUIRED FUNDS")); and

NOW THEREFORE, in consideration of the mutual benefits received by the parties hereto, the parties agree as follows:

1. This Agreement relates to the COUNTY need for Disaster Grant/Reimbursement Assistance, Flood Mitigation, Wet Debris Removal, Bridge Repair and/or Replacement as well as damages or needed mitigation activities needed due to any flooding that has disaster declaration.
2. The parties agree that COUNTY will not be required to pay any monies, at any time, for any Work performed by HYDRO PROTECTS LLC., related to activities needed to complete projects funded by USGA or other responsible agencies other than, ACQUIRED FUNDS secured by HYDRO PROTECTS LLC., on behalf of COUNTY. HYDRO PROTECTS LLC., understands the only funds it will receive are from ACQUIRED FUNDS, as applied for and acquired by HYDRO PROTECTS LLC. This shall include any kind of costs, expenses, and other charges performed and/or incurred by HYDRO PROTECTS LLC., in connection with the Work on behalf of COUNTY to complete funded projects.

3. COUNTY understands that HYDRO PROTECTS LLC., will not complete any projects, activities, work or services outside the scope of the Work for COUNTY.

4. Should COUNTY request changes to the scope of Work of the funded project as detailed in the technical approach of funding approval, or request work outside the scope funded project, Hydro Protects LLC., will prepare and execute a separate agreement for that additional Work and its payment by COUNTY to HYDRO PROTECTS LLC. Hydro Protects LLC shall not perform any work that it believes to be beyond or a change to the scope of the work until a separate agreement is executed by all parties hereto. County will not be charged in any way for any monies outside or change the scope of the work unless said agreement is properly executed and approved by both parties.

5. HYDRO PROTECTS LLC. and COUNTY understands that there is no guarantee that HYDRO PROTECTS LLC. will secure any USGA FUNDS or that COUNTY will receive any grants from any source whatsoever as to any project, in this case HYDRO PROTECTS LLC. is under no obligation to complete any mitigation activities. HYDRO PROTECTS LLC. is solely responsible for any and all USGA and other agency grant applications for approval of same at its own expense. HYDRO PROTECTS LLC. will not charge or demand any funds from COUNTY relating to any costs other than those paid for and/or reimbursed by ACQUIRED FUNDS. "Should Hydro Protects LLC be awarded any grant(s) then Hydro Protects LLC will perform same on a timely basis and within the terms of grant."

6. To protect the interests of both parties, no construction for the Work will be started until ACQUIRED FUNDS are secured on behalf of COUNTY.

7. Upon start of Work construction activities, progress payments will be invoiced on a bi-weekly basis or as specified in the USGA or other Funding Agreements with payment due within one week of invoice or consistent with the subject grant or USGA or other agency project as COUNTY receives the ACQUIRED FUNDS from same. Work on USGA or other funded projects shall commence within one month upon receipt of a USGA or other signed/approved grant proposal authorizing the commencement of the Work (hereinafter referred to as the "Approved USGA or other Grant").

8. All Work material is guaranteed to be as required in any applicable Approved USGA or other Grant. All Work shall be completed in a workmanlike manner, in accordance with Federal, State and Local laws, regulations and guidance.

9. HYDRO PROTECTS LLC. is responsible for contacting all governmental agencies with respect to any USGA or other application, Grant and Work, including but not limited to the U.S. Army Corps of Engineers and any Water Resources. COUNTY will provide all needed assistance, information and data to Contractor as necessary for the applicable USGA applications, Grant and Work. Contractor shall carry General Liability Insurance and Workers Compensation insurance for all its employees. All labor performed as part of the Work is guaranteed against defects for a period of one year from the date of its completion. Hydro Protects LLC will have the county listed as additionally insured and be enough to include the amount of work under construction.

10. HYDRO PROTECTS LLC. agrees to use any USGA or other Grant Funds received consistent with the applicable Approved USGA or other Grant and HYDRO PROTECTS LLC. will act in accordance with the provisions of the Approved USGA or other Grant. COUNTY agrees

to use any ACQUIRED FUNDS captured by HYDRO PROTECTS LLC. exclusively for payment for the Work activities detailed in the applicable Approved USGA or other Grant and such ACQUIRED FUNDS will not be diverted by COUNTY for any reason or other activity. COUNTY and HYDRO PROTECTS LLC. acknowledge that use of USGA or other funds for any other purpose is a violation of Federal and/or State Law.

11. Should HYDRO PROTECTS LLC. request any USGA Grant and/or USGA, said request will be in accordance with the applicable requirements of the Approved USGA Grant and/or USGA project.
12. HYDRO PROTECTS LLC. will maintain records related to the receipt and expenditure of all ACQUIRED FUNDS and any other records related to any Approved USGA Grant or USGA project(s) pertaining to COUNTY for a minimum of seven (7) years and will provide said records to COUNTY upon request. "Unless records retention is required in excess of the aforementioned amount by any Federal government and/or agency."
13. HYDRO PROTECTS LLC. will complete any Approved USGA Grant Work for COUNTY in a timely manner.
14. HYDRO PROTECTS LLC. shall ensure that all necessary approvals for commencement of any Work activities have been obtained, including any applicable permits and licenses. HYDRO PROTECTS LLC. shall abide by any and all federal, state, and/or local laws as to any Work and/or any other activities associated with the Work.
15. COUNTY may terminate this agreement at its convenience, and without any breach by Hydro Protects LLC upon sixty days' prior written notice to Hydro Protects LLC. Should termination occur then Hydro Protects LLC shall be entitled to payment of any funds due from acquired funds that are in relation to the actual work performed by Hydro Protects LLC.
16. HYDRO PROTECTS LLC. will be the sole and exclusive contractor and/or consultant for Disaster Services for COUNTY for work for which ACQUIRED FUNDS are attained by HYDRO PROTECTS LLC.
17. HYDRO PROTECTS LLC. shall indemnify and hold harmless COUNTY, its successors, assigns, elected officials, and employees, from and against any and all losses, damages, liabilities, reasonable attorneys' fees and costs, actions, suits and other claims arising out of HYDRO PROTECTS LLC. Work, unless caused by COUNTY or its elected officials and/or employee's negligence or intentional acts. HYDRO PROTECTS LLC. shall reimburse COUNTY upon demand for any payment made by COUNTY at any time with respect to such losses, damages, liabilities, attorneys' fees and costs, actions, suits or other claims to which the foregoing indemnity applies.  
  
COUNTY shall provide same indemnification to HYDRO PROTECTS LLC. its personnel, subcontractors, vendors and suppliers for COUNTY actions that results in damage or losses to HYDRO PROTECTS LLC., unless caused by Contractor, its personnel, subcontractors, vendors and/or suppliers' negligence or intentional acts.
18. CONFIDENTIALITY. Confidential Information means technical, economic, financial, pricing, marketing, leasing, acquisition or other information of HYDRO PROTECTS LLC., that has not been

published or is not otherwise available to members of the public. COUNTY agree to hold as confidential and to not disclose to others Confidential Information obtained from HYDRO PROTECTS LLC. COUNTY agrees not to divulge Confidential Information to outside Consultants/Vendor/Contractors and agree not to use Confidential Information to compete with HYDRO PROTECTS LLC. or for any other purpose outside the scope of services performed under this agreement. "Unless the information is to a federal or state government or pursuant to a valid open records request and same should be noted in this agreement that the County would be permitted to disclose.

19. Hydro Protects LLC, relationship with County shall be that of an independent contractor and nothing in this agreement should be construed to create a partnership, joint venture, or employer-employee relationship. Hydro Protects LLC is not the/an agent of the county and Hydro Protects LLC, is not authorized to make any representation, contract, or commitment on behalf of the county unless the County so approves in writing. Hydro Protects LLC shall not be entitled to any of the benefits which the County may make available to its employees, such as group insurance, retirement benefits and/or any other fringe benefits. Because of this independent contractor relationship, the County shall not withhold or make any payments for social security, unemployment insurance, on Hydro Protects LLC's behalf. Hydro Protects LLC agrees to indemnify and defend the County against any and all such taxes or contributions, including penalties and interest.
20. "In the event that Hydro Protects LLC shall perform services under this agreement in connection with any government contract in which Hydro Protects LLC may be the contractor or subcontractor, Hydro Protects LLC agrees to abide by all laws, rules, and regulations relating to such government contract. To the extent that any such law, rule or regulation requires that a provision or clause be included in this agreement, Hydro Protects LLC agrees that such provision or clause shall be added to this agreement, and such provision or clause shall become a part of this agreement."

21. **CONFIDENTIALITY.** Confidential Information means technical, economic, financial, pricing, marketing, leasing, acquisition or other information of HYDRO PROTECTS LLC., that has not been published or is not otherwise available to members of the public. COUNTY agree to hold as confidential and to not disclose to others Confidential Information obtained from HYDRO PROTECTS LLC. COUNTY agrees not to divulge Confidential Information to outside Consultants/Vendor/Contractors and agree not to use Confidential Information to compete with HYDRO PROTECTS LLC. or for any other purpose outside the scope of services performed under this agreement.
22. This Agreement shall be governed by the laws of the Commonwealth of Kentucky. Should any suit be brought to enforce the provisions hereof, said suit shall be brought in the courts of The Commonwealth of Kentucky.
23. The provisions of this Agreement shall extend to and be binding upon HYDRO PROTECTS LLC. and COUNTY and their respective legal representatives, successors and assigns.

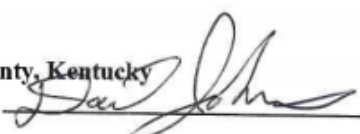
IN TESTIMONY WHEREOF, witness the hands of the parties hereto this the day and date first above written.

HYDRO PROTECTS LLC.

Signature: \_\_\_\_\_

Name: Raymond Hagan  
Title Chief Executive Officer

Ohio County, Kentucky

Signature: 

Name: David Johnston  
Title: County Judge Executive