

LEGALLY BINDING AGREEMENT

Ohio County Fiscal Court and Kentucky Whiskey Company

This agreement entered into this ____ day of August 2022, by and between the Ohio County Fiscal Court, hereinafter referred to as the Recipient and Kentucky Whiskey Company, hereinafter called the Participating Party. This agreement is being executed in five original contracts, each of which is deemed an original.

WHEREAS, the Recipient has entered into a Grant Agreement with the Commonwealth of Kentucky, Department for Local Government; and

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

WHEREAS, the funds made available under the terms of the Grant Agreement will directly benefit the Participating Party.

The Recipient and Participating Party 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 as Exhibit II of this Agreement.

The Participating Party agrees as follows:

a) To perform project activities as enumerated in Exhibit C of the Grant Agreement as enumerated below:

1. Participating Party shall contract with the Recipient as set forth in Section 7 and Exhibit B, Article 1. a. of the Grant Agreement.
2. Participating Party shall secure funds from the following sources in the following amounts:

<u>The Kentucky Whiskey Company</u>	\$	17,754,000
Total	\$	17,754,000

b) To provide employment opportunity as enumerated in Exhibit A of the Grant Agreement and below:

1. Participating Party shall hire a minimum of 35 full time employees. These jobs shall be net new jobs in addition to the company's existing workforce. At least 51% of all jobs created shall be for persons from families of low and moderate income as defined by the Kentucky Community Development Block Grant Program Guidelines as set forth in Exhibit A. In the event that the company is sold or transferred prior to the completion of these requirements, the provisions must be transferred to the new owner, or the full amount of the grant will be payable on demand as set forth in Exhibit B, Article 2.
2. The Participating Party shall grant access to employment records by the Recipient and the Commonwealth for the sole purpose of confirming compliance with Job Requirements set forth in Exhibit A of the Grant Agreement and CDBG benefit requirements.

c) To maintain for a period of five years following project closeout all employment records related to the project to include but not be limited to the Employee Survey Forms.

- d) To pay the Commonwealth of Kentucky through the Recipient, an amount equal to the total CDBG grant funds received by the Recipient, except for any planning or administrative funds, should 51% of the jobs created fail to be fulfilled by individuals from LMI families as required by the Grant Agreement, Exhibit C. Failure to create the full job commitment of 35 jobs shall require repayment by the Participating Party at the rate of \$ 20,000 per job not created.

The Participating Party agrees as follows:

- a) To maintain for a period of five years following project closeout all employment records and documents relative to disbursement of any CDBG or other funds identified in and required by the Grant Agreement for the sole purpose of confirming compliance with Job Requirements set forth in Item 2(b) above.
- b) To grant access to inspect, copy, audit and examine at all reasonable times employment records as described in (a) above to any duly authorized representative of the Commonwealth, HUD, Inspector General and General Accounting Office of the United States, for a period up to five years following completion of closeout procedures.
- c) To comply with all State and Federal laws and regulations pertinent to the project.

The Participating Party further agrees to the following terms and conditions:

- a) That no transfer of grant funds by the Recipient to Participating Party shall be or be deemed an assignment of grant funds, and that Participating Party shall neither succeed to any rights, benefits, or advantages of the Recipient under the terms of the hereinabove described Grant Agreement nor attain any rights, privileges, authorities, or interest in or under the said agreement.
- b) That the Participating Party acknowledge nothing contained in said agreement, nor in any contract between the parties hereto, nor 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 Participating Party 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-1 and B-2, of the said Grant Agreement.
- d) None of the Participating Party'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 work to be performed in connection with the project herein contemplated at any time during or after such person's tenure with the Participating Party.
- e) 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.
- f) Recipient and Participating Party agree and accept that all applicable provisions of the Grant Agreement are incorporated into and made a part of this Legally Binding Agreement. The Grant Agreement is contained in Exhibit II of this Agreement.
- g) The Legally Binding Agreement Standard Provisions attached to this Agreement as Exhibit I are considered to be an integral part of this Agreement. These provisions are subject to change from time to time as Federal laws and regulations are promulgated. The Participating Party will be notified in writing if any changes occur.

LEGALLY BINDING AGREEMENT
Ohio County Fiscal Court
AND
Kentucky Whiskey Company

This Agreement being formally adopted this ____ day of August 2022:

Recipient:

Examined as to form and legality:

Ohio County Judge/Executive

Recipient Attorney

State of Kentucky, County of Ohio

Subscribed, sworn to and acknowledged before me by _____, _____ by
and through its resolution, on this ____ day of August, 2022.

My Commission expires:

Notary Public

Participating Party:

(President/Chairman)

State of Kentucky, County of _____

Subscribed, sworn to and acknowledged before me by _____, _____ by
and through its resolution, on this ____ day of August, 2022.

My Commission expires:

Notary Public

**LEGALLY BINDING AGREEMENT
EXHIBIT I
STANDARD PROVISIONS**

These Conditions Are To Be Observed in the Expenditure of All CDBG Funds Associated With This Project:

1. **Unexpended Grant Funds:** The Nonprofit and Participating Party agree that it will return to the Recipient any unexpended grant funds provided by the Recipient under this Agreement.
2. **Program Income:** All program income generated from this project will be utilized in accordance with the Union Calloway Industrial Development Authority Revolving Fund Policy. The Revolving Fund Policy is located in Exhibit III of this Agreement.
3. **Limitation of Liability:** The Nonprofit and Participating Party 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 or its designated agent. When the unit of local government or its designated agent determines that the property is no longer required for the purposes of this project, the unit of local government must notify the Department for Local Government (DLG) and obtain approval for disposition of the property in accordance with applicable guidelines. The designated agent for the Union County Fiscal Court in relation to this project in the Union County Industrial Development Authority.
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 Nonprofit and Participating Party 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 Nonprofit and Participating Party.

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 Nonprofit and Participating Party agree 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 Nonprofit or Participating Party fails or refuses to comply with the provisions set forth herein, then DLG or the 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 Nonprofit or Participating Party until such time as the Nonprofit or Participating Party 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 State of Kentucky. By execution of this agreement, the Nonprofit and Participating Party agree to submit to the jurisdiction of the State 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 Nonprofit and Participating Party 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, the Nonprofit and Participating Party.

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 State 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 Nonprofit and Participating Party shall ensure that all Prime Contractors/Subcontractors are bonded and insured in accordance with State and Federal requirements.

Other Program Requirements: All activities by the Nonprofit and Participating Party 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 Nonprofit (and/or) Participating Party 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 Nonprofit and Participating Party 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 Nonprofit

and Participating Party 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 Nonprofit and Participating Party will keep it on file for review as outlined in records and reports. The Nonprofit and Participating Party 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 Nonprofit and Participating Party 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 Nonprofit and Participating Party 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 Nonprofit and Participating Party 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 Nonprofit or Participating Party 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 Nonprofit and Participating Party 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 Nonprofit and Participating Party under this agreement, which DLG requests to be kept confidential, shall not be made available to any individual or organization by the Nonprofit and Participating Party without prior written approval of DLG.

17. **Prime Nonprofit Responsibilities:** The Nonprofit is required to assume sole responsibility for the complete effort and enforcement of laws and regulations under this agreement. The Recipient will consider the Nonprofit 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 Nonprofit and Participating Party shall identify the subcontracting entity and the contractual arrangements made therewith to the Recipient. All subcontracts must be approved by the Recipient to ensure 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 Nonprofit (and/or) Participating Party 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 Nonprofit and Participating Party 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 Nonprofit for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the provisions for the elimination of lead-base paint hazards under subpart B of said regulations, and the Nonprofit shall be responsible for the inspections and certifications required under section 35.14(f) thereof.

27. **Debarment Certification:** The Nonprofit and Participating Party 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 Nonprofit or Participating Party will have a critical influence on or substantive control over the transaction.
28. **Equal Employment Opportunity:** In carrying out the program, the Nonprofit and Participating Party shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Nonprofit and Participating Party must take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, 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. The Nonprofit and Participating Party 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 Nonprofit and Participating Party shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Nonprofit and Participating Party shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for project or program.

The Nonprofit and Participating Party will, in all solicitations or advertisements for employees by or on behalf of the Nonprofit and Participating Party, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

The Nonprofit and Participating Party will 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 Nonprofit and Participating Party's commitment under this Section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Nonprofit and Participating Party will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the State.

The Nonprofit and Participating Party will furnish all information and reports required by Executive Order 11246 of September 24, 1965, 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 Nonprofit or Participating Party'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 Nonprofit or Participating Party may be declared ineligible for further Government contracts or Federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the State, or as otherwise provided by law.

The Nonprofit and Participating Party 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, so that such provisions will be binding upon each Nonprofit and Participating Party or vendor. The Nonprofit and Participating Party 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 Nonprofit or Participating Party becomes involved in, or is threatened with, litigation with an entity as a result of such direction by DLG, the Nonprofit or Participating Party may request DLG to enter into such litigation to protect the interest of the State.

The Nonprofit and Participating Party further agree 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 Nonprofit or Participating Party. The Nonprofit or Participating Party shall include the required Federal language covering Davis-Bacon, Copeland Anti Kickback, and Contract work and Safety Standard Acts in any such contract.



Commonwealth of Kentucky

CONTRACT

DOC ID NUMBER:

PON2 112 2300000270

Version: 1

Record Date:

Document Description: Ohio Co, Bluegrass Crossing Infrastructure 22-004

Cited Authority: KRS147A.002
Community Block Grant Program

Reason for Modification:

Issuer Contact:Name: Jennifer Peters
Phone: 502-573-2686
E-mail: Jennifer.Peters@ky.gov**Vendor Name:**

OHIO COUNTY FISCAL COURT

130 EAST WASHINGTON STREET STE 215

HARTFORD KY 42347

Vendor No.

KY0035650

Vendor ContactName: ANNE MELTON
Phone: 270-298-4493
Email: treasurer@ohioco.ky.gov**Effective From:** 2022-09-15**Effective To:** 2024-12-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Ohio Co. Bluegrass Crossing Infrastructure 22-004	\$0.000000	\$700,000.00	\$700,000.00

Extended Description:

Location: Ohio County, KY

Scope of Services:

Funds will be used for the expansion of water and sewer lines to a new business.

Recipient shall use \$665,000 of the \$700,000 to be used for the expansion of the water and sewer lines and the remaining \$35,000 for administration

Shipping Information:Department for Local Government - Office of Grants
100 Airport Rd, 3rd Fl

Frankfort KY 40601

Billing Information:Department for Local Government - Office of Grants
100 Airport Rd, 3rd Fl

Frankfort KY 40601

TOTAL CONTRACT AMOUNT:**\$700,000.00**

	Document Description	Page 2
2300000270	Ohio Co. Bluegrass Crossing Infrastructure 22-004	

GRANT INFORMATION AND IDENTIFICATION

Grant Agreement Number: 22-004

Sub-recipient(s): Ohio County

Project Name: Bluegrass Crossing Infrastructure Project

Federal Agency: U.S. Department of Housing and Urban Development

Pass-Through Agency: Department for Local Government

CFDA Title: Community Development Block Grant (State-Administered Small Cities Program)

CFDA Number: 14.228

Award Year: 2022

	Document Description	Page 3
2300000270	Ohio Co. Bluegrass Crossing Infrastructure 22-004	

GRANT AGREEMENT

This Grant Agreement (GA) is entered into, by and between the Commonwealth of Kentucky, Department for Local Government (“the Commonwealth”) and the County of Hart (“the Recipient/Contractor”) to establish an agreement for Progress Park Industrial Park Pretreatment Expansion II Project. The initial GA is effective from August 15, 2022 through December 30, 2024.

Location: Ohio County, KY

Scope of Services:

Funds will be used for the expansion of water and sewer lines to a new business.

Recipient shall use \$665,000 of the \$700,000 to be used for the expansion of the water and sewer lines and the remaining \$35,000 for administration

Pricing:

Community Development Block Grant – not to exceed: \$700,000

Project costs: \$665,000

Administration/Planning Costs: \$35,000

	Document Description	Page 4
2300000270	Ohio Co. Bluegrass Crossing Infrastructure 22-004	

GRANT AGREEMENT

1. GENERAL PROVISIONS

A. Contents of Agreement

This Grant Agreement, hereinafter called the "Agreement," shall consist of the following documents which are incorporated by reference as if fully set out herein: (1) the Grant Agreement and all exhibits to which this Grant Agreement refers; (2) the Application, including the Statement of Assurances; (3) all State and Federal Law requirements to which the Application and this Agreement refer or apply; (4) the Kentucky Community Development Block Grant Handbook currently in effect, plus any advisories; (5) The Guide to National Objectives and Eligible Activities for State CDBG Programs; (6) any applicable administrative regulations; and (7) any amendments or modifications to any of the above referenced requirements.

B. General Definitions

Unless specifically provided otherwise or the context otherwise requires, when used in this Grant Agreement:

(1)"Act" means the Housing and Community Development Act of 1974, Pub. L. No. 93-383, as

	Document Description	Page 5
2300000270	Ohio Co. Bluegrass Crossing Infrastructure 22-004	

amended.

(2)"Application" means the Commonwealth Small Cities Community Development Block Grant (CDBG) Application, and such other submittals, as are specified in Exhibit A of this Grant Agreement.

(3)"CDBG" means a grant guided by Title I of the Housing and Community Development Act of 1974, as amended and those regulations set forth in 24 CFR Part 570, Subpart I, as may be amended from time to time and all other applicable Federal and State regulations and laws and assurances signed by Recipient at the time the recipient's Application was submitted.

(4)"Commonwealth" when not used to designate the territory of the Commonwealth of Kentucky shall mean the Commissioner of the Department for Local Government (DLG) or any other person to who the Commissioner has delegated authority to act with respect to matters covered by the Grant Agreement.

(5)"Default" means any default set forth in Section 6-A to this Grant Agreement.

(6)"Eligible Costs" means costs for the activities specified in Exhibits B and C of this Grant Agreement for which grant funds are budgeted as specified in Exhibit D of this Grant Agreement, provided that such costs (i) are incurred in connection with any activity which is eligible under Section 105A of Title I of the Act, and (ii) conform to the requirements of Attachment B of Office of Management and Budget Circular A-87 (Cost Principles Applicable to Grants and Contracts with State and Local Government), as may be amended from time to time. For purposes of determining the conformity of costs to said Attachment B, all costs set forth in Section C thereof may be considered eligible without prior approval of the Commonwealth.

(7)"Environmental Conditions" means the condition imposed by law, particularly 24 CFR Part 58, and the provisions of the Grant Agreement which prohibit or limit the commitment and use of grant funds until certain procedural requirements have been completed.

(8) "Environmental Requirements" means the requirements described in 24 CFR Part 58.

(9)"Environmental Studies" means all eligible activities necessary to produce an "environmental document", as that term is defined at Section 1508.10 of 40 CFR Part 1508, or to comply with the requirements of 24 CFR Part 58.

(10)"Grant Funds" means those funds to be provided by the Commonwealth to Recipient pursuant to the terms of this Grant Agreement, as specified in Exhibit A of this Grant Agreement.

	Document Description	Page 6
2300000270	Ohio Co. Bluegrass Crossing Infrastructure 22-004	

(11)"HUD" means the United States Department of Housing and Urban Development.

(12)"Non-Recipient Activities" means those activities of the Report to be carried out by Participating Parties, other than the Recipient or an agent or agency of the Recipient acting as it Sub-recipient, which activities are described in Exhibit C of this Grant Agreement.

(13)"Participating Party" means any person, firm, corporation or entity identified as such in Exhibit A of this Grant Agreement.

(14)"Program Income" means the CDBG portion of: (i) any income earned by Recipient, or an agent or agency of Recipient, from the disposition of real or personal property acquired in whole or in part with grant funds; (ii) the repayment proceeds (including principal and interest) of any loan made in whole or part with grant funds; (iii) any other revenues defined as program income in 24 CFR Part 570, Subpart J. The "CDBG portion" means an amount computed by applying the percentage of participation of CDBG funds in (i) the acquisition cost of the property to the total income from the disposition of such property, (ii) the amount of the loan to the total repayment proceeds of such loan, or, (iii) the cost of an activity to the total income from such activity.

(15)"Project" means the activities described in the Application and in Exhibits B and C of this Grant Agreement which are to be carried out to meet the objectives of the CDBG Program.

(16)"Recipient" means the local governmental entity receiving grant funds pursuant to this Grant Agreement, as more particularly identified on the cover page of this Grant Agreement, as well as "contractor" as defined in KRS 45A.030.

(17)"Recipient Activities" means those activities of the Project to be carried out by the Recipient, its agent or agency acting as its Sub-recipient, which activities are described in Exhibit B of this Grant Agreement and further defined in the application.

(18)"Local Development Authority" means that a local non-profit development organization determined by DLG to meet the 105(a)15 criteria including: organization is a non-profit organization, has a defined service area within the non-entitlement areas of the Commonwealth of Kentucky, and supports development such as economic development or affordable housing within their service area.

(19)"Local Development Authority (LDA) Activities" means those activities to be carried out by a LDA qualifying as an eligible activities for a 105(a)15 organization under section 105(a)15 of the Housing and Community Development Act.

	Document Description	Page 7
2300000270	Ohio Co. Bluegrass Crossing Infrastructure 22-004	

(20)“LDA Proceeds” refers to loan repayments and other funds generated from CDBG funded LDA activities. These funds are not considered program income and do not continue to be considered federal funds.

(21)“Sub-recipient” means governmental or private nonprofit organizations chosen by the Recipient to undertake certain eligible CDBG activities identified as such in Exhibit A to this Agreement.

(22)“Sub-recipient Activities” means those activities of the Project to be carried out by the sub-recipient, its agent or agency, which activities are described in Exhibit B of this Agreement and further defined in the Application.

2. AMOUNT AND AUTHORIZED USES OF GRANT FUNDS

A. Grant Assistance Provided

In consideration of the various obligations undertaken by the Recipient and by Participating Parties pursuant to this Grant Agreement, as represented by the Recipient in the Application, the Commonwealth agrees, subject to the terms and conditions set forth herein, to provide the Recipient with grant funds in the amount specified in Exhibit A of this Grant Agreement.

B. Authorized Uses of Grant Funds

The grant funds provided to the Recipient pursuant to this Grant Agreement shall be used only for the specific purposes described in Exhibit B of this Grant Agreement and in the amounts budgeted in Exhibit D of this Grant Agreement, subject to the project amendments provisions of the Commonwealth CDBG program.

C. Adjustments to Grant Funds

(1)The amount of grant funds which the Commonwealth has agreed to provide to the Recipient under this Grant Agreement has been determined by the Commonwealth in reliance upon the cost estimates of the Recipient with respect to the activities set forth in the Application and the investment commitments of Participating Parties. The Commonwealth reserves the right to reduce the grant amount (i) to conform to any revision to which the Recipient and the Commonwealth may agree with respect to Exhibits B, C and D of this Grant Agreement, (ii) if the actual costs for activities are lower than those set forth in Exhibits B, C and D of this Grant Agreement, or (iii) if the investment by the Sub-recipient and/or the Participating Parties is less than the amount specified in Exhibits B, C, or D of this Grant Agreement.

	Document Description	Page 8
2300000270	Ohio Co. Bluegrass Crossing Infrastructure 22-004	

(2)The parties understand that funding pursuant to this agreement may be discontinued by the General Assembly in subsequent budgets.

D. Recipient's Use of Program Income

(1)“All Program Income shall be retained by the local governmental Recipient, unless specifically directed otherwise by the Department for Local Government.”

(2) All Program Income which is received by the Recipient, prior to completion of all Recipient Activities shall be used prior to, and in place of, any draw of grant funds to the extent adequate to pay costs so incurred.

(3)Unless otherwise specifically stated in Exhibit B of this Agreement, all Program Income received by the Recipient, after completion of all Recipient Activities shall be used by the Recipient, for community or economic development activities eligible for assistance under Title I of the Act as specified in the Guide to National Objectives and Eligible Activities for State CDBG Programs.

3. DISBURSEMENT OF GRANT FUNDS

A. Authorization

(1)Promptly after the Commonwealth has received from the Recipient two (2) fully executed copies of this Grant Agreement and has approved evidentiary materials required by Exhibit E of this Grant Agreement that would allow a draw of grant funds pursuant to the terms of Exhibits B of this Grant Agreement, the Commonwealth shall authorize the amount of grant funds specified in Exhibit A of this Grant Agreement.

(2)The Recipient is authorized to draw grant funds only in accordance with the provisions of this Grant Agreement and the procedures established by the Commonwealth. No payment by the Commonwealth of an improper or unauthorized draw to the Recipient shall constitute a waiver of the right of the Commonwealth to challenge the validity of said draw, to enforce all rights and remedies set forth in the Grant Agreement, or take corrective or remedial administrative action, which action may include, without limitation, suspension or termination of the Recipient's funding under this Grant Agreement.

(3)The disposition of any grant funds that remain available following completion of the Project, termination of this Grant Agreement by the Commonwealth, or termination of the Project for any cause, shall be in accordance with closeout procedures then in effect or established by the Commonwealth including provisions of OMB Circular A-133, and the Recipient shall not have

	Document Description	Page 9
2300000270	Ohio Co. Bluegrass Crossing Infrastructure 22-004	

any rights to such grant funds.

B. Incurring Costs for Project Activities

(1)The use of grant funds is conditioned upon the Recipient incurring costs to be paid in accordance with this Grant Agreement or as otherwise approved by the Commonwealth in writing. Except as permitted by 24 CFR Part 58, no costs to be paid out of grant funds may be incurred by the Recipient or any Participating Party until all Environmental Conditions of 24 CFR Part 58 have been fully satisfied and the Commonwealth has issued the environmental releases required by 24 CFR Part 58.

(2)The authorization to incur costs in subsection (1) above is not an authorization to reimburse those costs and does not mean or imply that such costs will be reimbursed out of grant funds. The Recipient Participating Party may voluntarily, at their own risk, and upon their own credit and expense, incur costs as authorized in subsection (1) above, but their authority to reimburse or to be reimbursed out of grant funds shall be governed by the provisions of this Grant Agreement applicable to the payment of costs and the release of funds by the Commonwealth.

(3)Prior to the issuance by the Commonwealth of the environmental releases required by 24 CFR Part 58, the Recipient may not use any funds, including local funds, to take any action with respect to the Project where such action might have an adverse environmental effect, would limit choices among competing alternatives, or might alter the environmental premises on which the pending clearance is based in such a fashion that the validity of the conclusions to be reached would be affected.

C. Authorization by the Commonwealth for the Recipient to Draw Grant Funds

Recipient's draw of grant funds can occur only after the following has occurred:

(1)The Commonwealth has issued the environmental releases required by 24 CFR Part 58,

(2)The Commonwealth has approved, the required evidentiary materials specified in Exhibit E of the Grant Agreement,

(3)The Commonwealth has authorized, per the executed Notice of Approval of Evidentiary Materials and Release of Funds, the Recipient's ability to draw grant funds,

(4)Recipient shall have submitted all certifications and materials required as conditions precedent to Recipient's authority to pay costs out of grant funds,

	Document Description	Page 10
2300000270	Ohio Co. Bluegrass Crossing Infrastructure 22-004	

(5) If authorized by Exhibit D herein and if the Commonwealth finds Recipient has timely and acceptably submitted the evidentiary materials in Exhibit E herein, approved same, and if no default has occurred, as defined in Section 6-A herein, and

(6) Recipient has not been served by Commonwealth with notice of Recipient's suspension of authority to so draw the grant funds nor is in breach of its obligation to report a default.

4. REPRESENTATIONS, WARRANTIES, AND OBLIGATIONS

A. Recipient's Representations and Warranties

The Recipient has, by and through consultations among all appropriate members of the Recipient's governing body and its officers, examined each of the following and by its execution of this Grant Agreement the Recipient does, upon information and belief, represent and warrant to the Commonwealth that:

(1) The Recipient is duly organized and validly existing under the laws of the Commonwealth, and has all the requisite power and authority to enter into this Grant Agreement and to assume the responsibilities for compliance with all Federal and State laws and regulations.

(2) A resolution, motion, order or ordinance has been duly adopted, passed or enacted as an official act of the Recipient's governing body, authorizing the execution and delivery of this Grant Agreement by the Recipient and authorizing and directing the person executing this Grant Agreement to do so for and on behalf of the Recipient, said acts being done in such manner and form as to comply with all applicable laws to make this Grant Agreement the valid and legally binding act and agreement of the Recipient.

(3) There is no action, proceeding, or investigation now pending, nor any basis therefore, known or believed by the Recipient to exist, which (i) questions the validity of this Grant Agreement, or any action taken or to be taken under it, or (ii) is likely to result in any material adverse changes in the authorities, properties, assets, liabilities, or conditions (financial or otherwise) of the Recipient which would materially and substantially impair the Recipient's ability to perform any of the obligations imposed upon the Recipient by this Grant Agreement.

(4) The representations, statements, and other matters contained in the Application were true and complete in all material respects as of the date of filing. The Recipient is aware of no event which would require any amendment to the Application (other than an amendment which has been filed with and approved by the Commonwealth) which would make such representations, statements, and other matters true and complete in all material respects and not misleading in any material respect. The Recipient is aware of no event or other fact which should have been, and

	Document Description	Page 11
2300000270	Ohio Co. Bluegrass Crossing Infrastructure 22-004	

has not been, reported in the Application as material information.

(5)The Recipient has obtained or has reasonable assurances that it will obtain all Federal, State and local government approvals and reviews required by law to be obtained by the Recipient for the Project; and all Participating Parties have obtained, or the Recipient has reasonable assurances that such Participating Parties will obtain, all such approvals and reviews required by law to be obtained by the Participating Parties for the Project.

(6)Insofar as the capacity of the Recipient to carry out any obligation under this Grant Agreement is concerned, (i) the Recipient is not in material violation of its Charter, or any mortgage, indenture, agreement, instrument, judgement, decree, order, statute, rule or regulation and (ii) the execution and performance of this Grant Agreement will not result in any such violation.

(7)Except for approved eligible administrative and personnel costs, none of the recipient's designees, agents, members, officers, employees, consultants or members of its governing body in which the program is situated, and no other public official of the recipients of such locality or localities who exercises or who has exercised any functions or responsibilities with respect to the project during his or her tenure, or who is in a position to participate in a decision-making process or gain inside information with regard to the project, has or shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work performed in connection with the project or in any activity, or benefit therefrom, which is part of this project at anytime during or after such person's tenure unless all procedures for an exception have been documented and submitted in writing to the Department for Local Government and the Department for Local Government has approved such exception.

(8)Anti-Lobbying – The recipient certifies that; No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

	Document Description	Page 12
2300000270	Ohio Co. Bluegrass Crossing Infrastructure 22-004	

(9)Conflicts of Interest - The procedures for requesting, documenting, and submitting a request for an exception from the Conflict of Interest provisions shall include the applicable procedures delineated in 24 CFR 570.489(h)(4); KRS 99.350(8); KRS 61.252(1); KRS 65.003; and the local community ethics code. This Conflict of Interest provision shall be in addition to the requirements in the "Common Rule," 24 CFR Part 85, 24 CFR 570.489(h), A-110, KRS 45A.340, KRS 61.210, KRS 61.220 and KRS 61.250 et. seq.

B. Obligation to Complete Recipient Activities as Scheduled

(1)The Recipient shall use its best efforts to assure the completion of the Recipient Activities described in Exhibit B of the Grant Agreement are further defined in the Application.

(2)The Recipient agrees that the foregoing undertaking and assurance means that Recipient shall, to the maximum extent permitted by law, use and apply all of its governmental and proprietary powers for such completion, including but not limited to those powers governing taxes, other revenues, credit, eminent domain and appropriations, if necessary, for the purpose of providing any shortfall between funds available under the grant and funds necessary to complete all of the Recipient Activities described in Exhibit B of this Grant Agreement.

C. Commonwealth Approval of Amendments

The Commonwealth will consider program amendments initiated by the Recipient or by the Commonwealth. The Commonwealth defines a program amendment as a request for change in an approved program which (i) is a new activity in the program, (ii) significantly alters the scope, location, or objective of the approved activities or beneficiaries, and/or (iii) results in a change or cumulative changes of the approved budget. Any amendments will be made in accordance with the procedures set forth in the Kentucky Community Development Block Grant Manual established by the Commonwealth.

D. Obligation to Create Projected Jobs

In selecting the Recipient for this grant, the Commonwealth considered certain representations by the Recipient to the Commonwealth that this grant is expected to create or retain a specific number of permanent job opportunities for persons from low and moderate income families. The Recipient acknowledges said representations and obligates itself to use its best efforts including but not limited to all of its powers to enforce the undertakings or assurances of the Participating Parties to create, or cause to be created or retained, the numbers and kinds of jobs within the specific time period as set forth in Exhibit A of this Grant Agreement as being expected to be created or retained through this grant.

	Document Description	Page 13
2300000270	Ohio Co. Bluegrass Crossing Infrastructure 22-004	

E. Notification and Action Upon Default

(1)The Recipient shall promptly give written notice to the Commonwealth upon the discovery by the Recipient of any default involving any Participating Party, as defined in Section 6-A of this Grant Agreement.

(2)Promptly, upon the discovery of any default involving any Participating Party, the Recipient shall vigorously pursue, to the fullest extent possible, all remedies available to Recipient to remove or cure such default, or to seek redress or relief from its effects, including reimbursement for any grant funds expended on the Project, and to prevent or mitigate any adverse effects on the Project. Recipient shall keep the Commonwealth fully informed as to the status of such actions.

5. INSPECTION AND REVIEW

A. Duty to Maintain and Rights to Inspect and Copy, Books, Records and Documents

(1)The Recipient agrees that the Commonwealth, the Finance and Administration Cabinet, The Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers, records, or other evidence provided to the Commonwealth, the Finance and Administration Cabinet, The Auditor of Public Accounts, and the Legislative Research Commission which directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1) (c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information, which would otherwise be subject to public release if a state government agency were providing the services.

(2)The Recipient shall keep and maintain such books, records and other documents as shall be required under rules and regulations now or hereafter applicable to grants made under the CDBG Program, and as may be reasonably necessary to reflect and fully disclose the amount and disposition of the grant funds, the total cost of the activities paid for in whole or in part with grant funds, and the amount and nature of all investments relative to such activities which are supplied or to be supplied by other sources.

(3)All such books, records and other documents shall be available at the office of the Recipient (except that books, records and other documents of a Participating Party which are subject to this Section 5-A may be maintained at the office of such Participating Party) for inspection, copying, audit and examination at all reasonable times by any duly authorized representative of the

	Document Description	Page 14
2300000270	Ohio Co. Bluegrass Crossing Infrastructure 22-004	

Commonwealth, HUD, the General Accounting Office and the Inspector General of the United States.

B. Site Visits

Any duly authorized representative of the Commonwealth or HUD shall, at all reasonable times, have access to all portions of the Project until completion of all closeout procedures and final settlement and conclusion of all issues arising from this grant.

C. Reports

The Recipient shall promptly furnish to the Commonwealth all reports required to be filed in accordance with any directives of the Commonwealth or any statute, rule or regulation of HUD.

6. DEFAULTS AND REMEDIES

A. Defaults

A default shall consist of any use of grant funds for any purpose other than as authorized in Exhibits B and C of this Grant Agreement; or any breach of any covenant, agreement, provision, or warranty (i) the Recipient made in the Grant Agreement; (ii) the Recipient made in any agreement entered into between the Recipient and any Participating Party relating to the Project; (iii) any Participating Party made in any agreement specified in Exhibit C of this Grant Agreement, or; (iv) of the timeframe specified in Exhibit B of the Grant Agreement.

B. Remedies Upon Default

(1) Upon occurrence of any default as described in Section 6-A, the Commonwealth may suspend the Recipient's authority to draw grant funds at any time by notice to the Recipient. If a default is not cured within thirty (30) consecutive days from notice of such default by the Commonwealth to the Recipient, the Commonwealth may continue such suspension or by delivery of notice terminate this Grant Agreement. In the event of a termination, the Recipient's authority to draw funds shall have terminated at the date of the notice of termination and the Recipient shall have no right, title or interest in or to any grant funds remaining.

(2) In addition to any other rights or remedies, if a default consists of the Recipient's failure to submit the evidentiary materials described in Exhibit E of this Grant Agreement by the date specified by the Commonwealth or in other official written notification, the Commonwealth shall have the right to terminate this Grant Agreement and the award of grant funds to which this Grant Agreement relates by delivery of written notice to the Recipient. Upon such termination,

	Document Description	Page 15
2300000270	Ohio Co. Bluegrass Crossing Infrastructure 22-004	

all obligations of the Commonwealth pursuant to this Grant Agreement and such award shall cease and the Recipient shall neither have nor retain any rights whatsoever with respect to the grant funds provided under this Grant Agreement.

(3)The Commonwealth has the right to require the Recipient to repay to the Commonwealth a portion of or all grant funds drawn by the Recipient in cases of default as described in Section 6-A.

(4)The rights and remedies of the Commonwealth shall be deemed to be cumulative and shall be in addition to all those rights afforded the Commonwealth by law or equity. Any election of any right or remedy shall not be deemed to be an election of that right or remedy to the exclusion of any other right or remedy.

(5)The rights and remedies available to the Commonwealth in the event of a suspension or termination of the Grant Agreement shall survive such suspension or termination.

7. THIRD PARTY CONTRACT REQUIREMENTS

A. The Recipient shall include in all contracts with Participating Parties involving grant funded activities.

(1)Each such Participating Party shall keep and maintain books, records and other documents directly relating to the receipt and disbursement of such grant funds; and any duly authorized representative of the Commonwealth, HUD, Inspector General and General Accounting Office of the United States shall, at all reasonable times, have access to and the right to inspect, copy, audit and examine all such books, records and other documents of such Participating Party until the completion of all closeout procedures respecting this grant and the final settlement and conclusion of all issues arising out of this grant.

(2)Each Participating Party agrees that any duly authorized representative of the Commonwealth and HUD shall, at all reasonable times have access to any portion of the Project in which such Participating Party is involved until the completion of all closeout procedures respecting this grant.

(3)All State and Federal laws and regulation pertinent to the project apply.

B. Assurances of Projected Jobs

The Recipient shall either include in all appropriate contracts with Participating Parties, or shall secure in the most legally binding and enforceable form for such assurance available under the

	Document Description	Page 16
2300000270	Ohio Co. Bluegrass Crossing Infrastructure 22-004	

laws of the Commonwealth, written assurances from each Participating Party that such Participating Party will use its best efforts to create/retain or cause to be created/retained, within a time set forth in Exhibit A of this Grant Agreement, a specific number of permanent job opportunities, including a specified number of permanent job opportunities for persons from low and moderate income families.

C. No Assignment or Succession

The Recipient shall include in all contracts with Participating Parties an acknowledgement and agreement by the Participating Party that no loan or other transfer of grant funds by the Recipient to the Participating Party shall be deemed as an assignment of any rights, benefits, privileges, authorities or interests of the Recipient in or under this Grant Agreement.

D. Disclaimer of Relationships

In all contracts with any party involving the use of grant funds, an acknowledgement that nothing contained in this Grant Agreement, or in the contract between the parties, nor any act of the Commonwealth, the Recipient, or any of the parties, shall be deemed or construed by any of the parties, or by the third persons, to create any relationship of third-party beneficiary, principal and agent, limited or general partnership, or joint venture, or of any association or relationship involving the Commonwealth.

E. Limitation of Recipient Liability for Project Activities

Unless otherwise specified in Exhibit A of this Grant Agreement, and in all contracts with any party involving the use of grant funds, an acknowledgement that the Recipient shall not be liable to any Participating Party, or to any party except the Commonwealth, for completion of, or the failure to complete, any activities which are a part of the Project, except for those specified in Exhibit B of this Grant Agreement.

F. Conflict of Interest

In all contracts with any party involving the use of grant funds, a conflict of interest provision consistent with Section A-4(7) of the Grant Agreement must be included.

G. Opinion of Recipient's Counsel

(1)Evidence of contractual commitments submitted to the Commonwealth shall include all of the documents evidencing the contractual commitment and shall have attached an opinion of an attorney. The opinion shall be in writing and shall be that of counsel for the Recipient, unless otherwise specified.

	Document Description	Page 17
2300000270	Ohio Co. Bluegrass Crossing Infrastructure 22-004	

(2)The opinion of Recipient's counsel shall certify the genuineness of the documents, that Recipient's counsel has inquired into the authority of all parties to the documents, of all persons executing the documents on behalf of the parties, and that said parties and persons were authorized to enter into and execute the documents.

(3)The opinion of Recipient's counsel shall state that the documents constitute a valid and legally enforceable contract under the laws of the Commonwealth of Kentucky and that the documents conform to the provisions of this Grant Agreement, except as to any particulars specified in the opinion.

(4)In the formulation or rendering of an opinion, Recipient's counsel may rely upon the certification of other persons, or the written statement or opinions of other counsel; provided, a copy of each such certification, statement, or opinion is attached to the opinion of Recipient's counsel.

(5)If, in the formulation and rendering of an opinion, the Recipient's counsel predicates the opinion upon "information and belief," then in all such cases the opinion of Recipient's counsel shall contain, or have attached thereto, a statement or description of all of the information upon which the belief of counsel is predicated.

8. EVIDENTIARY MATERIALS

A. Commitments of Participating Parties

(1)In selecting the Recipient for the award of this grant, the Commonwealth has relied, in material part, upon the representations of the Recipient and Participating Parties that the Recipient and the Participating Parties (i) will carry out certain activities connected with the Project; (ii) will complete those activities; (iii) have, or will have, the financial capability to assure the carrying out of the activities to their completion; and (iv) will invest, or cause to be invested, a specific value amount in the Project. The Commonwealth has also relied upon the Recipient and Participating Parties' representations that such Participating Parties will, prior to any use of grant funds for the Project, enter into legally binding agreements evidencing the commitments which were so relied upon by the Commonwealth.

(2)Evidentiary materials submitted by the Recipient as Exhibit E which have been submitted to and approved by the Commonwealth shall not be amended in any material respect without prior written approval of the Commonwealth.

B. Form of Documentary Evidence

	Document Description	Page 18
2300000270	Ohio Co. Bluegrass Crossing Infrastructure 22-004	

All documentary evidence of commitments submitted to the Commonwealth for approval shall be in the form of either (i) a duplicate original, or (ii) a photographic copy of the fully executed original, of the documents.

9. MISCELLANEOUS

A. Notices

(1) All amendments, notices, requests, objections, waivers, rejections, agreements, approvals, disclosures and consents of any kind made pursuant to this Grant Agreement shall be in writing.

(2) Any such communication shall be deemed effective for all purposes as of the date such communication is mailed, postage prepaid, by registered or certified mail, return receipt requested, to be delivered only to the office of the addressee, addressed as follows:

(a) Communications to the Commonwealth shall also be mailed to: Office of Federal Grants, Department for Local Government, 100 Airport Road, Frankfort, Kentucky 40601.

(b) Communications to the Recipient shall be addressed to the Recipient, at the address set forth in Exhibit A of this Grant Agreement, or such other address or representative as may be furnished by the Recipient to the Commonwealth.

(3) Payments pursuant to this grant agreement shall not be authorized for services rendered after Government Contract Review Committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the secretary.

B. Assignment

No right, benefit, or advantage inuring to the Recipient under this Grant Agreement and no burden imposed on the Recipient hereunder may be assigned without the prior written approval of the Commonwealth. An authorization by the Commonwealth for the transfer of grant funds by Recipient to a Participating Party shall not be deemed an authorization for an assignment, and such Participating Party shall not succeed to any rights, benefits or advantages of the Recipient hereunder.

C. Successors Bounds

This Grant Agreement shall bind, and the rights, benefits and advantages shall inure to, the

	Document Description	Page 19
2300000270	Ohio Co. Bluegrass Crossing Infrastructure 22-004	

Recipient's successors.

D. Remedies Not Impaired

No delay or omission of the Commonwealth in exercising any right or remedy available under this Grant Agreement shall impair any such right or remedy or constitute a waiver of any default, or an acquiescence therein.

E. Cumulative Remedies

All rights and remedies of the Commonwealth under this Grant Agreement shall be cumulative.

F. Severability

If any article, subsection, clause or provision of this Grant Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Grant Agreement, the rights and obligations of the parties shall be construed and enforced with that part, term or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Grant Agreement did not contain that particular part, term or provision.

G. Entire Agreement

This Grant Agreement constitutes the entire agreement between the Commonwealth and the Recipient and supersedes all prior oral and written agreements between the parties hereto with respect to the subject grant. Notwithstanding the provisions of Section 1-A of this Grant Agreement and anything contained in the Application, the provisions of this Grant Agreement shall prevail.

H. Table of Contents; Titles and Headings

Any table of contents and the headings of the sections and subsections set forth herein are not a part of this Grant Agreement and shall not be deemed to affect the meaning or construction of any of its provisions.

I. Amendment of this Grant Agreement

This Grant Agreement, or any part hereof, may be amended as previously described in Section 4-C from time to time hereafter only in writing executed by the Commonwealth and the Recipient.

	Document Description	Page 20
2300000270	Ohio Co. Bluegrass Crossing Infrastructure 22-004	

J. Governing Law

This Grant Agreement as it may affect the rights, remedies, duties, and obligations of the Commonwealth shall be governed by and construed in accordance with Federal and State law. Insofar as Federal law does not apply, the provisions of this Grant Agreement shall be governed by and construed in accordance with the laws of the Commonwealth.

K. Waiver by the Commonwealth

The Commonwealth reserves and shall have the exclusive right to waive, at the sole discretion of the Commonwealth, and to the extent permitted by law, any requirement or provision under this Grant Agreement. No act by or on behalf of the Commonwealth shall be, or be deemed or construed to be, any waiver of any such requirement or provision, unless the same be in writing, signed by the Commonwealth, and expressly stated to constitute such waiver.

L. Effective Date

This agreement is not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the Legislative Research Commission Government Contract Review Committee ("GCRC").

Payments on this Agreement shall not be authorized for services rendered after GCRC disapproval, unless the decision of the GCRC is overridden by the Secretary of the Finance and Administration Cabinet or agency head, if the agency has been granted delegation authority by the Secretary. The Agreement shall continue in effect until December 30, 2024, unless terminated at an earlier date in accordance with the terms set forth herein. The terms of this Agreement may be renewed or extended upon mutual written agreement duly executed by the parties.

M. Termination of Grant Agreement

This Grant Agreement shall terminate upon the completion of all closeout procedures respecting this grant including provisions of the Single Audit Act, OMB Circular A-133 and the final settlement and conclusion between Recipient and the Commonwealth of all issues arising out of this grant. Either party may cancel the contract at any time for cause or may cancel without cause on 30 days' written notice. This notice, if tendered by the Commonwealth, may also include the notice to cure provided for in Section 6 B.(1). Upon termination of the agreement pursuant to this provision, the Recipient shall have no right to grant funds remaining to be disbursed. This provision shall in no way impair and shall be in addition to any additional

	Document Description	Page 21
2300000270	Ohio Co. Bluegrass Crossing Infrastructure 22-004	

remedies the Commonwealth may have upon a finding of default or other non-compliance according to the terms of this grant agreement. Upon termination of this Grant Agreement by either party with or without cause, DLG may declare this Grant Agreement void from the beginning without further obligation to the recipient. Further, if the Grant Agreement is terminated by the recipient with or without cause or by DLG with cause, DLG may recover all funds paid to the recipient hereunder.

N. Enforceability

Recipient agrees that if the Recipient or one of its sub-recipients/contractors fails to comply with all applicable federal and state requirements governing the use of CDBG funds, the Commonwealth of Kentucky may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit or other investigation. Recipient shall further agree it will repay funds determined to be misspent by any 3rd party officials such as HUD, Inspectors General, auditors and law enforcement agencies. This provision is in addition to all other remedies available to the Commonwealth of Kentucky under all applicable state and federal laws.

O. Anti-Speculation Provisions-Sale of Real Property

(1)When, in Exhibit E of this Grant Agreement, a document is required to contain a provision for the prevention or discouragement of speculation in the purchase and sale of property by a beneficiary of grant funds, then, unless otherwise specified, such provision shall comply with this Section.

(2)The document shall prohibit the beneficiary of grant funds from selling or otherwise disposing of the property within a period specified in Exhibit B of this Grant Agreement after the date of the purchase, for an amount in excess of the purchase price paid, plus the actual costs of any improvements to the property by the beneficiary. The prohibition against sale shall have the same force and effect as a lis pendens, and shall specify that in the event of any attempted sale in violation of the provision, the Recipient shall be entitled to the ex-parte issuance of an injunction restraining such sale. The document shall be executed and authenticated in such manner and form as may be required under State law to authorize its recordation at the place of recordation of deeds, as if a lis pendens and the document shall be so recorded.

(3)The document may, in conjunction with the foregoing or in lieu thereof, describe a procedure whereunder, in the event of any sale of the property within the period specified in Exhibit B of the Grant Agreement, the amount of grant funds which benefited the beneficiary shall be repaid by the beneficiary to the Recipient. Such procedure may include a pro-rata reduction of the amount to be repaid, based upon the time elapsing between the date of the initial purchase of the property and its disposition by the beneficiary. The document must either specify the amount of the grant funds which benefited the beneficiary, or set forth a formula or agreed method for

	Document Description	Page 22
2300000270	Ohio Co. Bluegrass Crossing Infrastructure 22-004	

determining such amount. The document shall be executed and authenticated in such manner and form as may be required to authorize its recordation, as if a lis pendens and the document shall be so recorded.

	Document Description	Page 23
2300000270	Ohio Co. Bluegrass Crossing Infrastructure 22-004	

**Memorandum of Agreement Standard Terms and Conditions
Revised December 2019**

1.00 Effective Date:

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

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

2.00 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

3.00 Cancellation clause:

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

4.00 Funding Out Provision:

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

5.00 Reduction in Contract Worker Hours:

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional

	Document Description	Page 24
2300000270	Ohio Co. Bluegrass Crossing Infrastructure 22-004	

service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

6.00 Access to Records:

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

7.00 Violation of tax and employment laws:

KRS 45A.485 requires the Contractor and all subcontractors performing work under the agreement to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the Contractor and all subcontractors performing work under the agreement shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the Contractor and all subcontractors performing work under the agreement shall be in continuous compliance

	Document Description	Page 25
2300000270	Ohio Co. Bluegrass Crossing Infrastructure 22-004	

with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination as described above, or failure to comply with the above statutes for the duration of the agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

[Check box section below need only be included for Contractors that are quasi-governmental entities or 501(c)3 non-profit entities.]

Contractor must check one:

☐ The Contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

☐ The Contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

8.00 Discrimination:

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places,

	Document Description	Page 26
2300000270	Ohio Co. Bluegrass Crossing Infrastructure 22-004	

available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action

	Document Description	Page 27
2300000270	Ohio Co. Bluegrass Crossing Infrastructure 22-004	

with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

	Document Description	Page 28
2300000270	Ohio Co. Bluegrass Crossing Infrastructure 22-004	

Approvals

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

Commonwealth of Kentucky:

Signature

Dennis Keene

Printed Name

Commissioner, Department For Local
Government

Title

Date

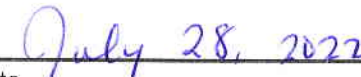
Ohio County


Signature

David Johnston

Printed Name


Title


Date

Approved as to form and legality:

Signature

Matthew Stephens

Printed Name

General Counsel
Department for Local Government

Title

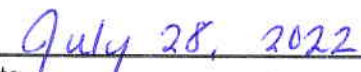
Date


Signature

Justin Keown

Printed Name


Title


Date

-Recipient: Ohio County

Grant No. 22-004

EXHIBIT A

SUPPLEMENTARY PROVISIONS

Rider to Section 1-B(2). In addition to Recipient's Application for Commonwealth Small Cities Community Development Block Grant Assistance, "Application" shall include the following submittal(s):

Rider to Sections 1-B(13) and 1-B(18). The term "Participating Party" consist of the following persons, firms, corporations and funding sources:

Participating Party
The Kentucky Whiskey Company
1110 Frederica Street
Owensboro, Kentucky 42347

Rider to Section 2-A. The amount of this CDBG grant is:

\$700,000

Rider to Sections 4-D and 7-B. The jobs referenced at Section 4-D and the assurances required at Section 7-B shall aggregate:

Total Permanent Jobs: 35
(Jobs Created 35; Jobs Retained 0)

Rider to Sections 4-D and 7-B. Total Permanent Jobs for Low and Moderate Income Persons: 51% or 18 if 35 jobs are created; if a greater number is created, 51% of that greater number. Job requirements shall be completed within 24 months from the date of occupancy or December 30, 2024, whichever occurs first. Permanent jobs shall be calculated on the basis of 2,000 hours of work per year or approved full time equivalent

-Recipient: Ohio County

Grant No. 22-004

EXHIBIT A
(Continued)

Low and Moderate Income limits are defined in terms of FY 2022 Section 8 lower income limits for Hart County as given below, or as contained in subsequent issues:

FAMILY INCOME LIMITS

	<u>1 Per</u>	<u>2 Per</u>	<u>3 Per</u>	<u>4 Per</u>
Extremely Low Income	13,590	18,310	23,030	27,750
Very Low Income	21,250	24,300	27,350	30,350
Lower Income	34,000	38,850	43,700	48,550
	<u>5 Per</u>	<u>6 Per</u>	<u>7 Per</u>	<u>8 Per</u>
Extremely Low Income	32,470	35,250	37,650	40,100
Very Low Income	32,800	35,250	37,650	40,100
Lower Income	52,450	56,350	60,250	64,100

Income to be considered is total income earned by all family members prior to an employee being hired/retained by the Participating Party.

Rider to Section 9-A. The address of the Recipient for the purposes of communications relating to this Grant Agreement shall be the following:

The Honorable David Johnston
Judge Executive, Ohio County
130 E. Washington Street
Hartford, Kentucky 42347

Contact:
Gina Boaz
300 GRADD Way
Owensboro, KY 42301

-Recipient: Ohio County

Grant No. 22-004

EXHIBIT B

DESCRIPTION OF RECIPIENT ACTIVITIES

Rider to Section 1-B(17). "Recipient Activities" for this Project shall consist of the following:

1. The Recipient agrees to perform activities as stated in the CDBG application and given preliminary approval on July 19, 2022 as summarized below:
 - a. Recipient shall contract with The Kentucky Whiskey Company (Participating Party), as set forth in Section 7 and Exhibit C of this Grant Agreement.
 - b. Recipient shall grant \$665,000 to be used for expansion water and sewer lines into Bluegrass Crossings Business Centre

Infrastructure:	Amount:	\$665,000
	Type:	Forgivable
	Term:	5 Years
	Rate of Return:	0%
2. In the event that 51% of the jobs created/retained do not meet the LMI requirements, the full amount of the grant, \$700,000 will be returned by the Recipient to the Commonwealth. Failure of the Participating Party to meet the commitment of thirty-five (35) jobs created/retained shall require repayment by the Recipient to the Commonwealth at a rate of \$20,000 per job not created. The Recipient at its discretion can impose this provision on the Participating Party through the Legally Binding Agreements.
3. Recipient must provide assurance that they will be responsible for all cost overruns.
4. Recipient shall provide necessary administration of the project by a certified CDBG grant administrator to assure compliance with all applicable state, federal and local statutes, as set forth in the KCDBG Statement of Assurances signed by Judge Executive David Johnston on June 14, 2022, and submitted on or about that date as part of the project application. Recipient shall expend \$35,000 in Block Grant funds to cover costs of providing total planning and administration of the project.

-Recipient: Hart County

Grant No. 22-001

EXHIBIT C

DESCRIPTION OF NON-RECIPIENT ACTIVITIES

Rider to Section 1-B(12). "Non-Recipient Activities" for project shall consist of the following:

1. Activities by The Kentucky Whiskey Company, Participating Party, as stated in the application given preliminary approval July 19, 2022, and summarized below:

- a. Participating Party shall contract with the Recipient as set forth in Section 7 and Exhibit B, Article 1. a. of the Grant Agreement.
- b. Participating Party shall secure funds from the following sources in the following amounts:

The Kentucky Whiskey Company	\$	17,754,000
Total	\$	17,754,000

2. Participating Party shall hire a minimum of 35 full time employees. These jobs shall be net new jobs in addition to the company's existing workforce. At least 51% of all jobs created shall be for persons from families of low and moderate income as defined by the Kentucky Community Development Block Grant Program Guidelines as set forth in Exhibit A. In the event that the company is sold or transferred prior to the completion of these requirements, the provisions must be transferred to the new owner or the full amount of the grant will be payable on demand as set forth in Exhibit B, Article 2.
3. The Participating Party shall grant access to employment records by the Recipient and the Commonwealth for the sole purpose of confirming compliance with Job Requirements set forth in Exhibit A and CDBG benefit requirements.

-Recipient: Ohio County

Grant No. 22-004

EXHIBIT D

PROJECT BUDGET - SUMMARY OF PROPOSED EXPENDITURES

Attached (as marked Exhibit D containing two pages).

-Recipient: Ohio County

Grant No. 22-004

EXHIBIT E
REQUIRED EVIDENTIARY MATERIALS

Recipients agree to submit the following evidentiary materials for approval of the Commonwealth in the manner and form described by applicable provisions of Section 8 of this Grant Agreement:

1. Environmental review per 24 CFR, Part 58.
2. Evidence that the Recipient and Participating Party have entered into contract(s) pursuant to Section 7 of this Grant Agreement and which shall include provisions consistent with the following:
 - a. Recipient shall agree to carry out all activities set forth in Exhibit B of this Grant Agreement.
 - b. Participating Party shall agree to carry out all activities as set forth in Exhibit C of this Grant Agreement.
3. Legally Binding Agreement(s) as outlined in Exhibit B. Each agreement to be submitted in accordance with this Exhibit shall contain an opinion of Recipient's counsel as set forth in Section 7(G) of the Grant Agreement.
4. Evidence of commitment for all other funds:

<u>The Kentucky Whiskey Company</u>	<u>\$ 17,754,000</u>
Total	\$ 17,754,000

5. Evidence of Budget Ordinance/Amendment indicating inclusion of the CDBG funds.
6. Written assurance that a Residential Anti-displacement and Relocation Assistance Plan has been adopted.
7. Approved Procurement Policy
8. Electronic Transfer of Funds form

-Recipient: Ohio County

Grant No. 22-004

EXHIBIT E
(Continued)

9. Signature form
10. Fair Housing Resolution
11. Policy of Non-Discrimination on the Basis of Disability Status
12. Section 504 Accessibility Self Evaluation
13. Title VI Implementation Plan
14. Drug Free Workplace Statement