



AGENDA
February 10, 2026
5:30 P.M.

1. Call To Order - Judge/Executive Kris Knochelmann
2. Invocation And Pledge Of Allegiance - Judge/Executive Knochelmann
3. Approval Of Minutes (Action Requested)

3.I. Approval Of The Minutes From The Meeting Of January 27, 2026.

Documents:

[01-27-26.PDF](#)

4. Citizens Address
5. General Business

5.I. Update From BeNKY.

Documents:

[BENKY PRESENTATION.PDF](#)

5.II. Claims List Dated February 10, 2026

6. Resolutions (Action Requested)

6.I. Resolution No. 26-01C (Action Requested) A Resolution For The Kenton County Fiscal Court Concerning Fiscal Year Budget Adjustments.

Documents:

[RESOLUTION 26-01C BUDGET ADJUSTMENT.PDF](#)

6.II. Resolution No. 26-05 (Action Requested) A Resolution Of The Kenton County Fiscal Court Authorizing The Judge Executive To Execute An Amendment To The Northern Kentucky Special Weapons And Tactics (S.W.A.T.) Inc. Interlocal Agreement.

Documents:

[RESOLUTION 26-05 SWAT RESOLUTION.PDF](#)
[RESOLUTION 26-05 NKY SWAT INTERLOCAL.PDF](#)

6.III. Resolution No. 26-06 (Action Requested) A Resolution Renaming The Pioneer Award.

Documents:

[RESOLUTION 26-06 RENAMING THE PIONEER AWARD.PDF](#)

7. Consent Agenda (Action Requested)

- 7.I. Exhibit 26-13 Request Approval Of The Memorandum Of Agreement Amendment #1 Between The Kenton County Fiscal Court And Life Learning Center For The Bridge To Medications For The Opioid Use Disorder Program At The Kenton County Detention Center.

Documents:

[EXHIBIT 26-13 FY26 MEMORANDUM OF AGREEMENT - LLC KORE.PDF](#)
[EXHIBIT 26-13 EXHIBIT B \(MODIFICATION 3\).PDF](#)

- 7.II. Exhibit 26-14 Request Approval To Surplus A 2016 Dodge Charger For The Kenton County Sheriff's Department.

Documents:

[EXHIBIT 26-14 SURPLUS 1 VEHICLE.PDF](#)

- 7.III. Exhibit 26-15 Request Approval To Go Out To Bid For Food And Chemical Products For The Kenton County Detention Center.

Documents:

[EXHIBIT 26-15 FOOD - CHEMICAL PRODUCTS.PDF](#)

- 7.IV. Exhibit 26-16 Request Approval To Go Out To Bid For A Locker Room Remodel And Demolition For The Kenton County Detention Center

Documents:

[EXHIBIT 26-16 LOCKER ROOM RFP.PDF](#)

- 7.V. Exhibit 26-17 Request Approval Of A Funding Agreement Between The Kenton County Fiscal Court And Cincy Bike Share For The Red Bike Program.

Documents:

[EXHIBIT 26-17 RED BIKE FUNDING AGREEMENT - KENTON COUNTY FISCAL COURT.PDF](#)

- 7.VI. Exhibit 26-18 Request Approval To Extend The Landscape/Lawn Services Contract With Merkle Lawn Care Co. For The Kenton County Parks And Recreation, Animal Services And Building And Grounds Departments.

Documents:

[EXHIBIT 26-18 MERKLE RENEWAL MEMO 2.10.2026.PDF](#)

- 7.VII. Exhibit 26-19 Request Approval To Solicit Bids For Office And Janitorial Supplies For The Kenton County Fiscal Court.

Documents:

[EXHIBIT 26-19 OFFICE SUPPLY MEMO 2.10.2026.PDF](#)

- 7.VIII. Exhibit 26-20 Request Approval Of The Service Agreement For S2/Lenel NetVR Licensing For The Animal Shelter And The Independence Courthouse For The Kenton County Technology Services Department.

Documents:

[EXHIBIT 26-20 COVER MEMO - IPS PROPOSAL FOR NETVR LICENSING CATCHUP FOR ANIMAL SHELTER AND ICC.PDF](#)
[EXHIBIT 26-20 INDEPENDENCE COURT HOUSE AND ANIMAL SHELTER CATCH UP PROPOSAL.PDF](#)

- 7.IX. Exhibit 26-21 Request Approval Of The Service Agreement For S2/Lenel NetVR Licensing For The Kenton County Emergency Communications Department.

Documents:

[EXHIBIT 26-21 COVER MEMO - IPS PROPOSAL FOR NETVR LICENSING CATCHUP FOR KCECC.PDF](#)
[EXHIBIT 26-21 POLICE AND ADMIN SUSP CATCH UP PROPOSAL.PDF](#)

- 7.X. Exhibit 26-22 Request Approval To Purchase Computers From Dell On The State Contract For The Kenton County Emergency Communications Department.

Documents:

[EXHIBIT 26-22 COVER MEMO - DELL QUOTE FOR DISPATCH.PDF](#)
[EXHIBIT 26-22 DELL QUOTE - 3000198813893.1 - FY26 DISPATCH ASSET REPLACEMENT.PDF](#)

- 7.XI. Exhibit 26-23 Request Approval To Award The Contract To Rusk Heating And Cooling To Provide Countywide HVAC Maintenance And Repair.

Documents:

[EXHIBIT 26-23 MEMO HVAC.PDF](#)

- 7.XII. Exhibit 26-24 Request Approval To Accept An Amendment To The Design Services Agreement With Apex Aerial Works, LLC At The New County Park.

Documents:

[EXHIBIT 26-24 MEMO TO ACCEPT AMENDMENT TO DESIGN SERVICES FOR GO APE.PDF](#)
[EXHIBIT 26-24 DESIGN AGREEMENT - CHANGE IN SERVICES CANOPY WALKS.PDF](#)
[EXHIBIT 26-24 SCHEDULE 1 TO CHANGE OF SERVICES AUTHORIZATION.PDF](#)

- 7.XIII. Exhibit 26-25 Request Approval To Award The Contract For The COLA – Kenton County

Auditor Tool To Seven Hills For The Kenton County Technology Services Department.

Documents:

[EXHIBIT 26-25 COVER MEMO - SEVEN HILLS KENTON COUNTY AUDITOR TOOL.PDF](#)
[EXHIBIT 26-25 KAT PROPOSAL.PDF](#)

- 7.XIV. Exhibit 26-26 Request Approval To Award The RFP For The Gasoline And Diesel Fuels Delivery To Campbell Oil Company For The Kenton County Public Works Department.

Documents:

[EXHIBIT 26-26 RECOMMENDATION - FLEET FUEL BID.PDF](#)

8. Executive Orders

- 8.I. Executive Order 26-19 (No Action Needed) An Executive Order Rescinding The Level One Snow Emergency That Was Issued On January 24, 2026.

Documents:

[EXECUTIVE ORDER 26-19 RESCINDING LEVEL 1 SNOW EMERGENCY ORDER.PDF](#)

- 8.II. Executive Order 26-20 (No Action Needed) An Executive Order Declaring A Level One Snow Emergency Effective February 3, 2026, Until Rescinded.

Documents:

[EXECUTIVE ORDER 26-20 LEVEL ONE SNOW EMERGENCY.PDF](#)

- 8.III. Executive Order 26-21 (No Action Needed) An Executive Order Rescinding The Level One Snow Emergency That Was Issued On February 3, 2026.

Documents:

[EXECUTIVE ORDER 26-21 RESCINDING LEVEL 1 SNOW EMERGENCY ORDER.DOC.PDF](#)

- 8.IV. Executive Order 26-22 (Action Requested) An Executive Order Relating To The Fiscal Court Approving The Appointment Of Chad Summe And Dave Knox To The BeNKY Board.

Documents:

[EXECUTIVE ORDER 26-22 BE NKY \(DAVE KNOX AND CHAD SUMME\).PDF](#)

- 8.V. Executive Order 26-23 (Action Requested) An Executive Order Relating To The Fiscal Court Approving The Appointment Of McKenzie Moffett As A Public Safety Telecommunicator I For The Kenton County Emergency Communications Department.

Documents:

[EXECUTIVE ORDER 26-23 EMERGENCY COMMUNICATIONS \(MCKENZIE MOFFETT\).PDF](#)

- 8.VI. Executive Order 26-24 (Action Requested) An Executive Order Relating To The Fiscal Court Accepting The Retirement Of David Leonard As The Assistant Director Of Administration For The Kenton County Emergency Communications Department.

Documents:

[EXECUTIVE ORDER 26-24 EMERGENCY COMMUNICATIONS \(DAVID LEONARD\).PDF](#)

- 8.VII. Executive Order 26-25 (Action Requested) An Executive Order Relating To The Fiscal Court Accepting The Resignation Of Michael Whitford As A Police Officer II For The Kenton County Police Department.

Documents:

[EXECUTIVE ORDER 26-25 POLICE DEPARTMENT \(MICHAEL WHITFORD\).PDF](#)

- 8.VIII. Executive Order 26-26 (Action Requested) An Executive Order Relating To The Fiscal Court Approving The Appointment Of Scott Hardcorn As The Executive Director Of The Northern Kentucky Drug Strike Force.

Documents:

[EXECUTIVE ORDER 26-26 NKDSF \(SCOTT HARDCORN\).PDF](#)

- 8.IX. Executive Order 26-27 (Action Requested) An Executive Order Relating To The Fiscal Court Approving The Appointment Of Morgan Dieterle As A Public Safety Telecommunicator I For The Kenton County Emergency Communications Department.

Documents:

[EXECUTIVE ORDER 26-27 EMERGENCY COMMUNICATIONS \(MORGAN DIETERLE\).PDF](#)

- 8.X. Executive Order 26-28 (No Action Needed) An Executive Order Declaring A Level One Snow Emergency Effective February 6, 2026, Until Rescinded.

Documents:

[EXECUTIVE ORDER 26-28 LEVEL ONE SNOW EMERGENCY.PDF](#)

9. Administrative Reporting

9.I. Kelly Sauer - Animal Services

9.II. Jessica Ramsey- Technology Services

9.III. John Stanton - External Affairs

9.IV. Spencer Stork- Public Works

9.V. Kurt Greivenkamp - Treasury

10. County Administrator's Report

11. County Attorney's Report

12. Commissioners' Report

13. Judge/Executive's Report

14. Adjournment

KENTON COUNTY FISCAL COURT
Kenton County Government Center
1840 Simon Kenton Way
Covington, KY 41011
Kenton Chambers - Second Floor

Meeting Minutes
January 27, 2026
5:30 P.M.

Call to Order

Commissioner Beth Sewell called to order the January 27, 2026, meeting of the Kenton County Fiscal Court. Commissioner Draud led the invocation and the Pledge of Allegiance.

Present: Commissioner Beth Sewell, District 1
Commissioner Jon Draud, District 2
Commissioner Joe Nienaber, District 3
County Attorney, Stacy Tapke

Staff: Joe Shriver, County Administrator/Deputy Judge
Scott Gunning, Assistant County Administrator
Sue Kaiser, Fiscal Court Clerk
Kurt Greivenkamp, Treasurer

Approval of Minutes

A. Approval of the Minutes from the meeting of January 13, 2026 .

Commissioner Nienaber made the motion for approval; seconded by Commissioner Sewell. Commissioner Sewell called for a voice vote, and the motion passed unanimously 3-0.

Citizens Address

Mohamed Amed stated that he knows since we last brought up the county's 287g agreement with the Federal government, this past weekend a 37 year old man named Alex Pretti was murdered in Minneapolis not far from where Renee Good was previously executed and he was killed with not one not two not three not four not five not six not seven but eight ICE agents surrounding him. Six bullets went into his motionless body because he was filming them while directing traffic, which is not a crime and should not warrant a death sentence. We cannot and should not perform any mental gymnastics to justify that. He has heard the debate about him having a concealed carry in the Second Amendment and he is not here to debate that, because that shouldn't distract from the bigger issue which he has brought up before which is the brutality and lethality of ICE being carried out with little to no oversight and accountability. We the people do not want to live in a culture or community of violence fear and militarization. When we set violence like that as the default, as the ultimate problem solver in places like Minneapolis we shouldn't be shocked when inevitably that mindset will show up in our domestic politics elsewhere. He certainly doesn't want to see that in our community. If we want to be a community that wants stability, unity, and civic trust then we have to learn how to solve problems like immigration among other issues as well without defaulting to this kind of domination. Otherwise, the tools built for foreign battlefields, like the American funded occupation of his people in Palestine including the genocide in Gaza we funded will inevitably be

pointed inward. First subtly then openly. So, with that he just hopes you all really reconsider the 287g agreement so we can move towards a more prosperous community with solutions oriented around community and not militarization.

Chris Coleman stated that he will be more brief than he had originally intended to be because he doesn't think that he can do a better job of saying many things he intended to say than the gentleman who preceded him. This right now feels like an abstract problem. Something that happened a good distance away. Minneapolis is a place that's close to his heart. His wife is from there, and he spent a lot of time there. It hurts him in a way that he cannot convey with words to see this happening somewhere. He has friends at those protests. Those are his people, and those things can happen here as well. This is not going to be an isolated incident. This will continue to spread, the militarization of the United States police force acting upon citizens in the street.

The question now is, how do our local policies interact with that? He thinks it's easy to sit here and say this is an abstract principle and a problem that's not connected. The truth is, every time that a municipality like Kenton County enters into one of these agreements, we are carrying water from the Federal government in the oppression of our citizens and our non-citizen residents as well. It is not just non-citizens who are being detained. It is not just non-citizens who are being shot in our streets. Make no mistake, this will not end where it started. We need to end this agreement. We need to end all cooperation with ICE, because they are a relatively small entity in and of themselves. They have power because other organizations and other places step up and fill a void that they themselves cannot fully fill. When we do this, we are propagating and perpetuating the things that they are doing in Minneapolis. We need to stop doing that. This needs to end now.

Kerry Stephens stated that she is also here today to ask for an end to Kenton County's 287G agreements. She wants to be here not to criticize, but to collaborate. She is a Kenton County citizen, and is very proud of what our county has done. Last week Commissioner Nienaber was kind enough to talk about some of the rehabilitation programs in our jails of which have affected people in her personal life through collaborations with the Brighton Center and the ION Center. She thinks there's a lot of good work being done here. As a Kenton County resident, she just asks that her tax dollars and our officers time and energy is being spent locally. Please end our 287G agreements and keep our time, our money, and our focus local and continue doing the work that you've been doing.

Michael Staverman thanked the Fiscal Court once again for allowing him to speak here, and he wants to thank all the concerned citizens here as well. He has spoken before as to his demands that the 287G agreement and the Intergovernmental Service Agreement be halted and ceased. Obviously, he just said it again and will not reiterate them at length. He really has one demand today. We've been here since early December. It's clear we're going to keep coming back. There's media present. Make a statement. Let the public know where this Fiscal Court stands. The longer you ignore it the worse it looks for you. We're not going away. Let us know where you stand so we can come to you individually. So we can lobby you. Right now we're standing in the dark. We don't know where our elective leaders stand. We know where the jailer stands. We know he's made a decision that in his opinion puts a lot of these officers at risk because it jeopardizes the community's relationship with these officers. He sees on the agenda we're here to honor some of them, and he will honor them and advocate for them and say restore the community's trust. These 287G agreements are toxic. He is seeing videos of people in Kenton County who are confronting officers, not ICE officers, local PD because local PD is picking people up under pretenses of broken taillights and then they see oh this person doesn't have a driver's license. Oh we should book them.

Leo Thamann stated that he has lived in Kenton County for his whole life. He is proud of this county. He likes everything that we do, but he is reminding the court that they are elected officials and you were elected by the people and this 287G agreement is not serving the people. People that elected you to this court. He has neighbors that are people of color. He works with people of color. He has friends that are people of color, and ICE is targeting them and they are scared. This 287G agreement allows the local PD to enforce these rules for ICE to come in, and for our jails to be

filled with these people. Our tax dollars went into building those jails , and he doesn't think that people wanted them to be filled with innocent people. People that just wanted a new life in America, and he just thinks that it's wrong. People should really rethink how this is affecting people who live in Kenton County. He knows that a lot of people don't like ICE, and they aren't so keen to re-elect someone that supports them.

Kayla Reed stated that she is here tonight on behalf of immigrants who are probably too afraid to speak up in this climate. Immigrants that she loves, and immigrants that she knows. She has lived in Kenton County for four years. She was born and raised in Boone County, and went to St. Paul Catholic School K-8. Like many people in this room, she was raised Catholic. She is not an activist. She is not a radical person. She is a neighbor and a citizen who strongly opposes Kenton County's participation in 287G. For four years during high school, she lived in the Minneapolis metro area. It's a very safe city. Safe enough that her parents let her walk around downtown with friends when she was 16 years old. Now her friends tell her that their families are afraid to leave their homes based on how they look. They're afraid to stand up for their neighbors, but they're even more afraid of what will happen if they don't. If you believe ICE is focused on removing dangerous criminals, she understands that. If that was what was actually happening in Minneapolis right now, she wouldn't be standing here at all. This is not about border control. It's about how enforcement is carried out, and how far it overreaches on constitutional rights and who it targets. ICE's own data shows that about 74% of the people detained this year have no criminal record whatsoever. Many of them have open immigration cases, and are actively trying to do this the right way. The examples she shared are from eyewitness accounts in Minnesota, people who are her friends. ICE involvement has led to children being taken into overcrowded detention centers, and school attendance dropping nearly 30% because parents are afraid to send their kids and teenagers to school. Teenagers are being chased down and detained before citizenship is even determined. If this is really about public safety, she doesn't know why this is happening. People say that we must respect the law and order, but it is illegal to enter homes without warrants. It is unconstitutional to detain people without due process. Immigrants, including undocumented immigrants, commit less crime per capita than native-born Americans. That's data. That's not her opinion. If our local officers are deputized as ICE under 287G, who do we call in Kenton County when ICE acts unlawfully? Kenton County should pull back entirely from 287G. Do not house people with no criminal record. Do not turn local police into federal immigration agents. Keep police local and accountable. Focus on real crime, not traumatizing children and families. Pull her over if she rolls through a stop sign in Villa Hills. She is sure she does it often, but she refuses to stay silent while her tax dollars and her police are used to terrorize human beings.

General Business

A. Presentation of the Silver Star of Bravery Award to Tim Berwanger for the Kenton County Sheriff's Department.

Sheriff Hehman thanked the Fiscal Court for bestowing this opportunity for us to come and present this. There are a lot of heroes that are in this room, but today we're going to reflect and we're going to honor one of our heroes. Deputy Tim Berwanger was on a routine patrol and observed an active structure fire on Decoursey Avenue in Covington. Deputy Berwanger immediately notified dispatch and proceeded to the residence to assess the situation. Without hesitation, Deputy Berwanger entered the building and made his way to the second floor, where he successfully alerted and assisted multiple individuals in evacuating this residence. Upon exiting the structure, Deputy Berwanger immediately began coordinating with the residence to determine whether all occupants were evacuated. Given the extreme cold temperatures, he also called and requested a TANK bus to respond and provide a temporary warming shelter for these residents that were temporarily out of their home. Deputy Berwanger demonstrated courage and commitment to this community. Deputy Berwanger displayed a level of professionalism and concern for human life that reflects the highest standard for our agency here in Kenton County.

His actions are a clear embodiment of the Kenton County Sheriff's Office. Tonight, what he is presenting is the American Police Hall of Fame Silver Star of Bravery.

Deputy Berwanger stated that he was just doing his job. Anybody that was there would have done the exact same thing. He is confident in that because they are his backup and he is theirs. It might be controversial, but he didn't look at who it was or who it wasn't. It didn't matter to him. That is in everything that we do as an agency and as police officers, so, thank you again.

Commissioner Sewell thanked Deputy Berwanger for his quick thinking and heroic actions. What an honor to have all of your peers here with you.

B. Request approval of pay applications #022, #023 and #024 to Dugan and Meyers for the Kenton County Government Center Parking Garage.

County Administrator Joe Shriver stated that the pay applications have been approved, and are deemed appropriate.

Commissioner Draud made the motion for approval; seconded by Commissioner Nienaber. Commissioner Sewell called for a voice vote, and the motion passed unanimously 3-0.

C. Claims Lists dated January 27, 2026.

There were no questions on the Claims List.

Resolutions

**A. Resolution No. 26-01B
A Resolution for the Kenton County Fiscal Court concerning Fiscal Year Budget Adjustments.**

Treasurer Kurt Greivenkamp stated that the budget adjustments were for the following: \$80,000 to replace the compressor in the chiller at this Covington Courthouse, \$8,000 for fleet overtime, and \$25,000 for the psychiatric evaluations out of the Colt Fund.

Commissioner Draud asked if he said compressor was for this building?

Assistant County Administrator Scott Gunning answered that it is for this building. The compressor went out of the chiller, and we had a five year warranty. Unfortunately, we're past the warranty period.

Commissioner Nienaber made the motion for approval; seconded by Commissioner Draud. Commissioner Sewell called for a voice vote, and the motion passed unanimously 3-0.

**B. Resolution No. 26-03
A Resolution supporting the use of site development funds by the Northern Kentucky Port Authority to fund the redevelopment of First District at 525 Scott St., Covington, KY.**

County Administrator Joe Shriver stated that we have to do this any time we do site readiness funds that we hold as a fiscal agent. This is a resolution directing the Port Authority to employ those at this particular project, and the same with the next resolution as well.

Commissioner Nienaber made the motion for approval; seconded by Commissioner Draud. Commissioner Sewell called for a voice vote, and the motion passed unanimously 3-0.

C. Resolution No. 26-04

A Resolution supporting the use of Site Development Funds by the Northern Kentucky Port Authority to fund redevelopment of the Duro-Bag site in Covington, KY, and approving the attached Memorandum of Understanding between the Kenton County Fiscal Court, City Of Covington, the Northern Kentucky Port Authority and the Catalytic Fund.

County Administrator Joe Shriver stated that this is a resolution supporting the use of site development funds again by the Northern Kentucky Port Authority to fund redevelopment of the DuroBag Site in Covington, Kentucky and approving the attached Memorandum of Understanding between the Kenton County Fiscal Court, the City of Covington, the Northern Kentucky Port Authority, and the Catalytic Fund. There are two provisions in both these agreements that if they were to be sold at certain times, we would recoup our funds.

Commissioner Nienaber made the motion for approval; seconded by Commissioner Draud. Commissioner Sewell called for a voice vote, and the motion passed unanimously 3-0.

Ordinances

A. Ordinance 121.50 - Second Reading

An Ordinance enacting and adopting a supplement to the Code of Ordinances of the County of Kenton, Kentucky.

County Administrator Joe Shriver stated that this is the yearly codification of Ordinances.

Commissioner Draud made the motion for approval; seconded by Commissioner Nienaber. Commissioner Sewell called for a voice vote, and the motion passed unanimously 3-0.

Consent Agenda

A. Exhibit 26-09

Request approval to reallocate budgeted funds that were previously approved for Isolation Door Enclosures to purchase and install the Walk-in Cooler/Freezer Door Replacements upon completion of the RFP Process for the Kenton County Detention Center.

B. Exhibit 26-10

Request approval to purchase seven (7) 2026 Dodge Durango 's from Freedom Dodge utilizing Kentucky MA 758 2300000800, one (1) 2026 Dodge Durango from Freedom Dodge utilizing Kentucky MA 758 2300000800, and to utilize State MA 758 25000001137 with L&W for seven (7) marked Dodge Durango 's (noted above) for the up-fit costs for the Kenton County Public Works Department.

C. Exhibit 26-11

Request to accept the bid from Riegler Blacktop for renovations of the sport courts at Middleton-Mills Park for the Kenton County Parks and Recreation Department.

D. Exhibit 26-12

Request approval of the two (2) Memorandum of Understanding s between the Kenton County Fiscal Court and the Northern Kentucky Port Authority .

All items on the Consent Agenda were voted on together.

Commissioner Nienaber made the motion for approval; seconded by Commissioner Draud. Commissioner Sewell called for a voice vote, and the motion passed unanimously 3-0.

Executive Orders

A. Executive Order 26-11

An Executive Order relating to the Fiscal Court approving the re-appointment of Dan Bell to the OKI Board.

Commissioner Nienaber made the motion for approval; seconded by Commissioner Draud. Commissioner Sewell called for a voice vote, and the motion passed unanimously 3-0.

B. Executive Order 26-12

An Executive Order relating to the Fiscal Court approving the re-appointment of Sherry Goodridge and Damon Allen to the Police Merit Board.

Commissioner Nienaber made the motion for approval; seconded by Commissioner Draud. Commissioner Sewell called for a voice vote, and the motion passed unanimously 3-0.

C. Executive Order 26-13

An Executive Order relating to the Fiscal Court approving the step increases for William Snider and James Treadway for the Kenton County Police Department.

Commissioner Draud made the motion for approval; seconded by Commissioner Nienaber. Commissioner Sewell called for a voice vote, and the motion passed unanimously 3-0.

D. Executive Order 26-14

An Executive Order relating to the Fiscal Court approving the resignation of Alexander Fisher as a Part-Time Fleet Services Technician.

Commissioner Nienaber made the motion for approval; seconded by Commissioner Draud. Commissioner Sewell called for a voice vote, and the motion passed unanimously 3-0.

E. Executive Order 26-15

An Executive Order relating to the Fiscal Court approving the appointment of Lilly Fossitt as a Public Safety Telecommunicator I for the Kenton County Emergency Communications Department.

Commissioner Nienaber made the motion for approval; seconded by Commissioner Draud. Commissioner Sewell called for a voice vote, and the motion passed unanimously 3-0.

F. Executive Order 26-16

An Executive Order declaring a Level One Snow Emergency on January 24, 2026, in effect until rescinded.

No action needed.

G. Executive Order 26-17

**An Executive Order declaring a Level Two Emergency on January 25, 2026,
in effect until rescinded.**

No action needed.

**H. Executive Order 26-18 (No Action Needed)
An Executive Order rescinding the Level Two Snow Emergency that was issued
on January 25, 2026.**

No action needed.

Administrative Reporting

Police Department

Chief Jones stated that he provided everyone a copy of our very first quarterly report for our Law Enforcement Navigator Team. The report is intended to give you a snapshot of the first quarter successes of the Kenton County Police Navigation Team. The Navigator Team was developed to assist law enforcement and mental health practitioners in addressing many of the nontraditional issues facing law enforcement officers today. Now, since the Navigator Team's inception just a few months ago, we've observed countless instances of interactions between our team's trained personnel and members of our community seeking assistance. During this quarter, Navigators managed 189 active cases across Kenton County, providing coordinated support, resources, navigation, warm handoffs to treatment, recovery, housing, and support services. He is very proud of this team and the work it's doing to promote public safety at its most fundamental level. The LE Nav Team members are becoming a critical resource to police officers in resolving service-based calls by connecting individuals in crisis to immediate support, thereby reducing repeat 911 calls and allowing officers to remain focused on their public safety duties. We're proud partners with the Life Learning Center, St. Elizabeth Health Care, the Kenton County Jail, and all of our Kenton County police officers, the municipalities around us that partner with us in this, and especially you, the Fiscal Court for allowing us to put this team together.

Commissioner Draud asked Chief Jones to explain the program.

Chief Jones stated that this is a big part of our population that heretofore was unserved. What we've done is we've taken those areas that we've seen in police work where there have been gaps. We'll deal with a subject, and they might be suffering from a mental health crisis or substance abuse disorder crisis. Once we have had our interaction with them, we move on to the next call. We haven't had the opportunity to fill that gap between our initial response to them, and then what we've found is eventually we're back there again. We're using this as a stop gap to try to get that person or those people into some assistance and to get them some help so that perhaps they don't need to call law enforcement while they're in crisis. They already have those resources available to them, and that's what these folks have done for us. 189 cases in three months he thinks is pretty impressive work, and he would like to introduce them. He introduced Cassie Hensley, Jessica Green, Abigail Fortney and Samantha Daily and QRT Officer Mike Richman who has been working with the team. He's our original quick response team officer. Also, Captain Chris Pittaluga as well. He would be remiss if he didn't introduce the program intern, Aliyah McClendon. He just wanted everyone to get some face time with these remarkable folks.

Homeland Security/Emergency Management

Todd Schulkers stated that he is standing in for Steve Hensley tonight. He wanted to take an opportunity to talk to everybody about the recent events, the snow emergencies, that occurred

here statewide in Kentucky, but specifically here in Kenton County. to talk about our snow emergency levels. As always, our communications team does a great job of spreading the word, getting it out there on social media as well as on our website. All of these definitions can be found on the social media or the KentonCounty.org website. Typically a level one is just a simple notification just saying roadways are hazardous. Be careful if you're going out. No major restrictions except use your own caution as you go out. Level two gets a little bit more serious in that we recognize that the roads are dangerous or could be slippery, again, using more caution than you normally would and encouraging people not to go out unless they absolutely have to. That allows our teams of public works and law enforcement officers to do their jobs as necessary as they navigate through the county roads and city streets. Level three is more serious. It is extremely rare for a level three to ever be. His understanding is that we've used it in the past, but it's got to be an extreme reality for us to be in where life or death situations will be involved. Again, rarely used. It closes down commerce. It closes down roadways. And it is not used widely throughout the state. Most of these decisions when it comes to snow emergencies and navigating the way through the different levels, is reviewed by a team of people that are together. Joe Shriver is one of those, as well as, Director Hensley, Chief Jones and Spencer Stork with Public Works. They typically gather to discuss what level we'll operate at. They're in constant communications. They're usually pretty level-headed and use common sense as we go through these. Again, you can find these definitions on the KentonCounty.org site.

Commissioner Sewell stated that these are always issued by counties, not local cities but the cities will sometimes mirror them. They generally wouldn't do something more or less, correct?

Mr. Schulkers stated that cities can choose their own. There are many cities that do have their own. Some do not. It got confusing a little bit because Hamilton County went to level three, and then we were over here, and we're staying at two.

Detention Center

Jailer Fields stated that at the last meeting, the court approved a budget amendment for us for our medical of \$250,000. That's a large number, so he wanted to try to give a little information about that tonight. On a county and state inmate side, we spent \$114,924.82 on county inmates the first six months of our fiscal year. We spent another \$59,155 on state inmates. Now, the state inmates, we get a per diem from the state. They give us \$2.34 a day. We average about 100 state inmates per day, so for the six months that would have brought us in \$42,705, and we've already spent \$59,000 for that. That lawsuit that we filed against the state two years ago now, that's all the way to the Supreme Court, and we've won on all levels so far. It's a big part of that in reimbursing us for that amount on that part. He wanted to give everyone some kind of idea of the outside appointments. This has nothing to do with what is going on inside the jail, in our medical department inside the jail. Just the first six months--well, actually, this is, from July 1 to December 12- they had 37 dialysis appointments. That's sending inmates out to get dialysis treatment. They had 36 cancer care appointments, 23 advanced wound care appointments, 62 dealing with pregnancies and reproductive health appointments, 10 urology, 10 gastroenterology, 25 orthopedic appointments, 13 cardiac appointments, 12 neurology Appointments, 15 infectious disease and eight pulmonary appointments. They had 57 emergency care issues. That is 57 people sent to the emergency room. He can't say how many went into the hospital in that. He can say that we spent a lot of time with our deputies inside the hospital last year. It'll come out in the yearly report that you're going to get next month. He believes that number was around 14,000 hours. That was overtime that we spent at the hospital for the deputies as they have to sit with the people. People that we're dealing with today have much more serious health care problems than what we dealt with when he started this business 40-some years ago. It's not good news, but it's reality.

Commissioner Nienaber asked what the general ratio for any time during the population of a Corrections Officer to the inmates inside the jail? How many inmates per officer?

Jailer Fields answered that it is about one to 30.

Commissioner Nienaber stated that when you take these people to the hospital or their appointments or whatever, it's one-to-one. They are there the duration, 24/7. That becomes increasingly and exponentially more expensive.

Jailer Fields stated that there are two deputies that are assigned to medical now full-time. It's only going to get worse.

Emergency Communications

David Leonard stated that he wanted give a shout out to our weekend day shift crew during the storm. They all chose, all seven of them, to stay at the center Saturday night so that we had full staff Sunday for the snow. EMA was kind enough to bring out cots, and they camped out in our Assistant Director's office and spent the night and apparently had a good old time. The big thing he wanted to point out today is we went live with Campbell County, 9-1-1 on the CAD system today. As of this meeting, it's going smoothly. There have been a few password changes for some officers, but other than that, the CAD itself went smoothly. Now we have all three facets, phone, CAD, and radio, between Kenton and Campbell. The best part about it is that we can see their calls for service, and they can see ours. Say they need an e-mail from Covington. They can see in real time if it's available or not. We used to have to pick up the phone if they were busy. Sometimes we'd have to put them on hold, and they'd put us on hold. Now it's live in real time, and they can see everything we're doing, and we can see everything they're doing. This speeds up response times and works better with interoperability, especially during major events such as structure fires, police pursuits, things of that nature. We can now link up with them and share resources with them in a faster, more timely manner. It's a big step. He knows that Boone County is talking to Tyler also, but he doesn't know what their status is at this point, but hopefully sometime soon we'll be interconnected through all three counties.

County Attorney's Report

County Attorney Stacy Tapke had nothing to report.

County Administrator's Report

Joe Shriver stated that it's a testament to Ashley Hawks and the entire team are dispatch that another county would have confidence in joining our platform. Boone County is considering right now trying to finalize a contract with Tyler, so we will have some interoperability with Boone County as well. That is a huge step from the time when this court chose to upgrade the three counties radio system. Now everybody can talk to one another, and now dispatchers can be redundant and see one another. It is a monumental step forward in safety, both for officers and our community. That's not a small feat.

David Leonard stated that he would be remiss in not mentioning Brett Cummins and the hard work that he has done to get this in operation. He spent many hours, and it's a passion of his. He's brilliant at it.

Commissioner Draud asked how long ago was it that we were able to coordinate the radio system?

Mr. Shriver answered that the radio system went on live just after we moved into this building. So, about five years ago, but a five-year anniversary on the radio system is a little bit longer than that.

Commissioner Draud suggested that the county do a press release on the chronology of that, because this is really a very significant accomplishment for safety for the citizens of Kenton

County.

Mr. Shriver then stated that as Todd Schulkers just brought up, we're always in communication during these snow events. Spencer Stork and his crew are absolutely phenomenal. The reason we did not go to Level 3 is because of his crews and the cities in Kenton County. They jumped on this storm. They got out there, and they did what they needed to do at all hours. They worked their tails off, and that was why we didn't go to Level 3 because they had roadways passable. Yes, you had to take caution. Yes, it was snow on the ground, but they had roadways passable. He knows he didn't see that in other localities. Luckily, we didn't get the ice. Had the ice come, we'd probably be talking about a different story, but because it was a huge amount of snow and those guys and gals out there at Public Works jumped on it, it was fantastic. Kudos to Public Works, not only in Kenton County but in the cities as well because he thinks they all did a phenomenal job.

Commissioners ' Reports

Commissioner Beth Sewell

Commissioner Sewell had nothing to report.

Commissioner Jon Draud

Commissioner Draud had nothing to report.

Commissioner Joe Nienaber

Commissioner Nienaber had nothing to report.

Adjournment

Having completed all business before the Court, Commissioner Draud offered a motion to adjourn which was seconded by Commissioner Sewell. Commissioner Sewell requested a voice vote whereupon all members present voted in the affirmative with a 3-0 vote.

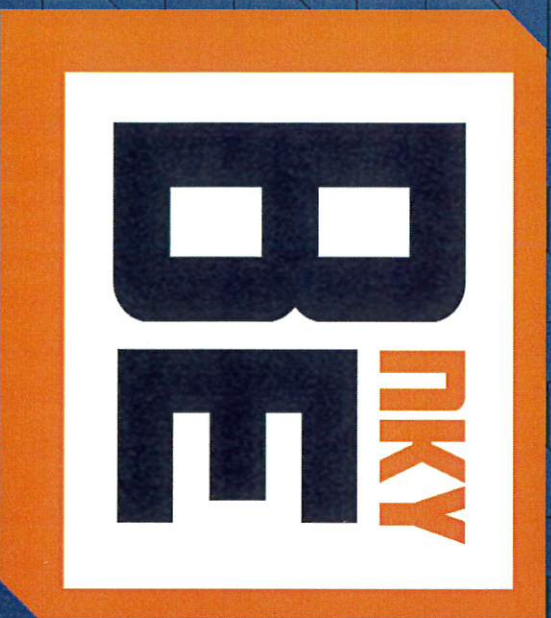
Text for all proposed and recently passed ordinances may be acquired by accessing the Fiscal Court web page at <http://www.kentoncounty.org> or by contacting the administrative offices at 859.392.1400.

CLERK CERTIFICATION

I, Sue J. Kaiser, having been appointed to the office of Fiscal Court Clerk, do hereby certify that this is a true and accurate record of the actions taken by the Kenton County Fiscal Court at the meeting of January 27, 2026.



Sue J. Kaiser
Fiscal Court Clerk



**GROWTH
PARTNERSHIP**

KENTON COUNTY FISCAL COURT

2/10/26

2025 NKY PORT ACHIEVEMENTS

NKY PORT
AUTHORITY



BE NKY Growth Partnership



GROWTH
PARTNERSHIP

EDUCATION INVESTMENTS



BE NKY Growth Partnership



IMPACT STUDY

Northern Kentucky Entrepreneurship Impact Study

Submitted to
BE NKY Growth Partnership
Christine Russell, Vice President of Strategy



Submitted by:
 **TPMA**

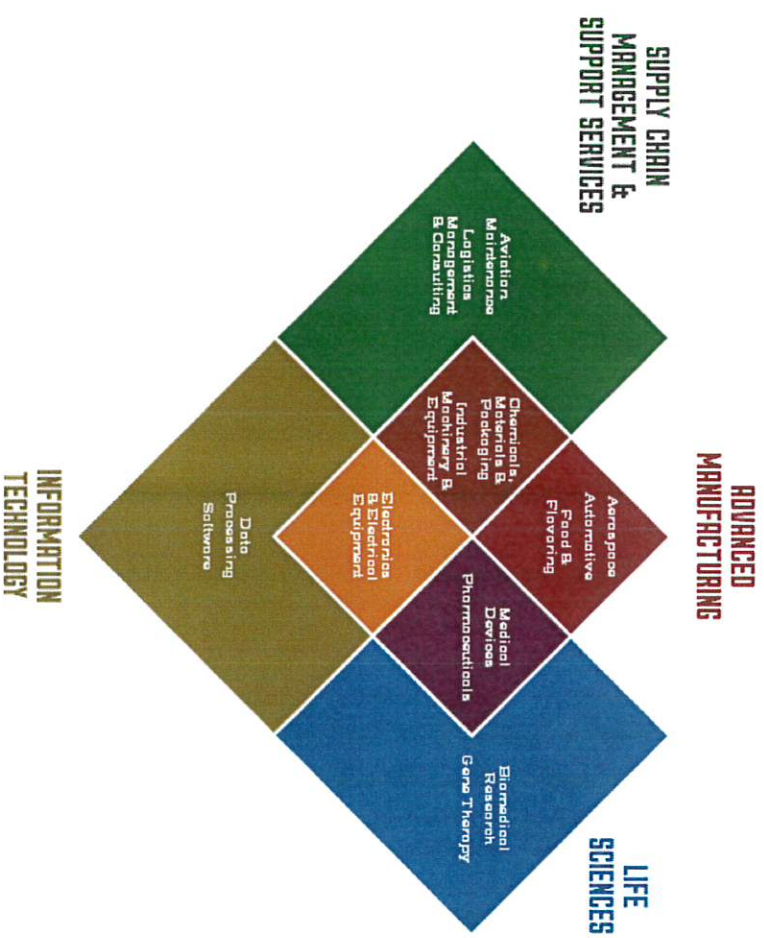


NORTHERN KENTUCKY ENTREPRENEURSHIP IMPACT STUDY

BE NKY Growth Partnership



TARGET INDUSTRIES



BE NKY Growth Partnership



GROWTH
PARTNERSHIP

2025 RESULTS

\$425.5M

CAPITAL INVESTMENT
85% of our goal

15

PROJECTS WON
75% of our goal

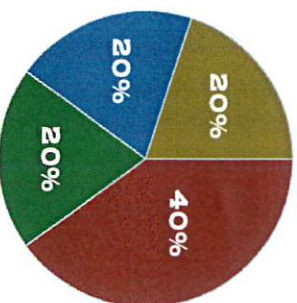
\$73,433

TOTAL COMPENSATION

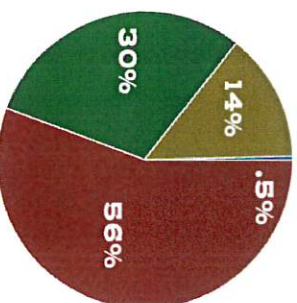
1,914

JOB ANNOUNCED
106% of our goal

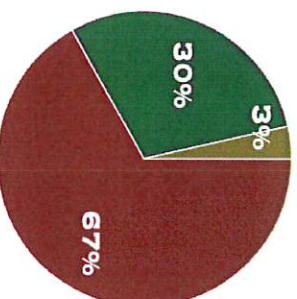
PROJECTS BY SECTOR



JOB BY SECTOR



CAPITAL INVESTMENT BY SECTOR



Advanced Manufacturing



Life Sciences



Logistics



Professional Services

BE NKY Growth Partnership

BE NKY

GROWTH
PARTNERSHIP

2025 ECONOMIC IMPACT

BE NKY's work in 2025 resulted in

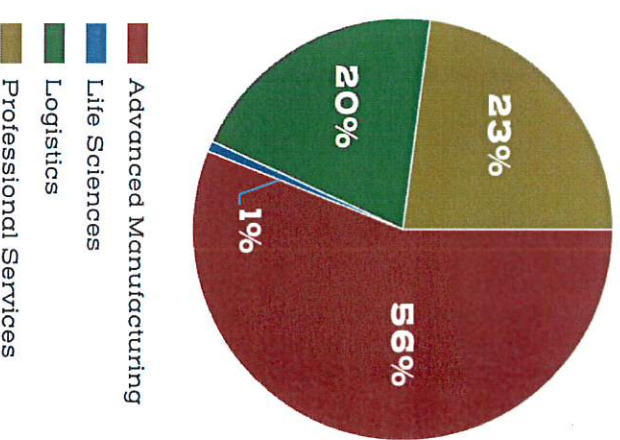
\$53M IN LOCAL
ECONOMIC IMPACT

for Northern Kentucky's cities and counties.



FOR EVERY 2 JOBS announced
by BE NKY **AN ADDITIONAL 3 JOBS**
were generated in
the community

TOTAL IMPACT BY SECTOR



BE NKY Growth Partnership



LEE CRUME

President & CEO

lcruise@BE-NKY.com

www.BE-NKY.com

BE
NKY

GROWTH
PARTNERSHIP

**RESOLUTION
NO. 26-01-C**

**A RESOLUTION FOR THE KENTON COUNTY FISCAL COURT CONCERNING FISCAL YEAR 2025-2026
BUDGET ADJUSTMENTS.**

**WHEREAS, essential operating requirements have been identified that were not anticipated at the
time of budget preparation, and,**

**WHEREAS, the County Treasurer recommends adjustments between appropriation account to
provide necessary funding for these items as identified on the attached schedule, and,**

**NOW, THEREFORE, BE IT RESOLVED BY THE FISCAL COURT, COUNTY OF KENTON, COMMONWEALTH
OF KENTUCKY, THAT:**

**The Kenton County Fiscal Court hereby approves the adjustments, reclassifications and transfers
between appropriation accounts as recommended by the County Treasurer, a copy of which is
attached hereto and made a part hereof.**

Adopted this 10th day of February, 2026.

COUNTY OF KENTON, KENTUCKY

**BY: _____
KRIS KNOCHELMANN
Kenton County Judge/Executive**

ATTEST:

**Sue Kaiser
Kenton County Fiscal Court Clerk**



Kenton County Fiscal Court
1840 Simon Kenton Way
Suite 5100
Covington 41011

Government Budget Adjustment

Effective Date: 02/10/2026

Status: Pending Approval

Resolution Number: 26-01-C

Memo: Budget Adjustment 02/10/2026

Account	Increase	Decrease	Grant	Project	Memo
01 - General Fund-5105 - County Police-187 187 - Holiday Pay	\$15,000.00				Budget Adjustment requested to cover holiday pay through the remainder of the fiscal year.
01 - General Fund-5105 - County Police-108 108 - Police Officer Salaries		\$15,000.00			Budget Adjustment requested to cover holiday pay through the remainder of the fiscal year.
01 - General Fund-5105 - County Police-481 481 - Uniforms	\$10,000.00				Budget Adjustment requested by Chief Jones to cover expenses through the remainder of the fiscal year.
01 - General Fund-5105 - County Police-398.134 398 - Contracted Services-Other : 398.134 - Police Services		\$10,000.00			Budget Adjustment requested by Chief Jones to cover expenses through the remainder of the fiscal year.
02 - Road Fund-6500 - Fleet Operations-443 443 - Repair Parts	\$100,000.00				Budget Adjustment requested by Spencer Stork to cover expenses through the remainder of the fiscal year.
02 - Road Fund-9200 - Contingent Appropriations-999 999 - Reserve For Transfer		\$100,000.00			Budget Adjustment requested by Spencer Stork to cover expenses through the remainder of the fiscal year.



26-01-C

RESOLUTION NO. 26-05

**A RESOLUTION OF THE KENTON COUNTY FISCAL COURT AUTHORIZING
THE JUDGE EXECUTIVE TO EXECUTE AN AMENDMENT TO
THE NORTHERN KENTUCKY SPECIAL WEAPONS AND TACTICS (S.W.A.T.) Inc.
INTERLOCAL AGREEMENT**

WHEREAS, under the Interlocal Cooperation Act set forth in KRS 65.210 to 65.300 (the “Act”), any powers, privileges, or authority capable of being exercised by a local government may be exercised jointly with one or more local government entities under a cooperation agreement allowing joint and cooperative action; and

WHEREAS, in 2008, regional governmental entities executed an agreement to participate in a newly formed multi-jurisdictional S.W.A.T. unit (“the Unit”), *amended* in 2013, 2017 and 2018 to include name changes and additional governmental entities (“the Prior Agreements); and

WHEREAS, the Unit’s Board has determined through a quorum vote that the Unit will be best served if governed by by-laws, as may be amended from time to time, that establish which Unit Members’ representative(s) can serve as an Officer on the Unit’s Board and the respective tenures of those Officers, so that the Kenton County Sheriff is not serving perpetually as the Board’s Director.

NOW, THEREFORE, BE IT RESOLVED THAT: the Judge Executive is authorized to execute any and all necessary documents on behalf of the Kenton County Fiscal Court to effectuate an amendment to the Interlocal Agreement that allows duly adopted by-laws, as amended from time to time, that establish which Unit Members’ representative(s) can serve as an Officer on the Unit’s Board and the respective tenures of those Officers, so that the Kenton County Sheriff is not serving perpetually as the Board’s Director. The amended Interlocal Agreement will replace the Prior Agreements.

This Resolution and Order shall be in full force and effect from and after its adoption.

Adopted this ____ day of February 2026.

COUNTY OF KENTON, KENTUCKY
BY: KRIS KNOCHELMANN,
Kenton County Judge Executive

ATTEST: _____
Sue Kaiser, Kenton Fiscal Court Clerk

INTERLOCAL AGREEMENT FOR NORTHERN KENTUCKY

SPECIAL WEAPONS AND TACTICS (S.W.A.T.), Inc.

WHEREAS, under the Interlocal Cooperation Act set forth in KRS 65.210 to 65.300 (the “Act”), any powers, privileges, or authority capable of being exercised by a local government may be exercised jointly with one or more local government entities under a cooperation agreement allowing joint and cooperative action; and

WHEREAS, the parties to this 2026 Agreement (“the Parties”) are authorized to exercise and enjoy the powers, privileges, responsibilities, and authority exercised or capable of being exercised by local governments of the Commonwealth of Kentucky pursuant to KRS 65.210 through KRS 65.300; and

WHEREAS, in 2008, regional governmental entities executed an agreement to participate in a newly formed multi-jurisdictional S.W.A.T. unit. That agreement was amended in 2013 and again in 2017 and 2018 to include name changes and additional governmental entities (“the Prior Agreements”); and

WHEREAS, the regional governmental entities enumerated below desire to participate in the multi-jurisdictional S.W.A.T. unit currently operating and incorporated as Northern Kentucky Special Weapons and Tactics (S.W.A.T.), Inc., which, by mutual agreement, shall replace the Prior Agreements:

1. City of Alexandria, Campbell County
2. City of Bellevue, Campbell County
3. Campbell County Police Department

4. Campbell County Sheriff's Office
5. City of Cold Spring, Campbell County
6. City of Dayton, Campbell County
7. City of Edgewood, Kenton County
8. City of Elsmere, Kenton County
9. City of Erlanger, Kenton County
10. City of Fort Mitchell, Kenton County
11. City of Fort Thomas, Campbell County
12. City of Fort Wright, Kenton County
13. City of Highland Heights, Campbell County
14. City of Independence, Kenton County
15. Kenton County Police Department
16. Kenton County Sheriff's Office
17. Lakeside Park-Crestview Hills Police Authority, Kenton County
18. City of Ludlow, Kenton County
19. City of Newport, Campbell County
20. Northern Kentucky Drug Strike Force
21. City of Park Hills, Kenton County
22. City of Southgate, Campbell County

23. City of Taylor Mill, Kenton County
24. City of Villa Hills, Kenton County
25. City of Wilder, Campbell County

WHEREAS, each governmental entity signing this Agreement (“the 2026 Agreement”) as a Party is authorized to exercise and enjoy the powers, privileges, responsibilities, and authority capable of being exercised by local governments of the Commonwealth of Kentucky pursuant to the Act; and

WHEREAS, each Party may be called to respond to a situation that involves a serious threat(s) or such indifference to the safety of persons and/or property that requires the assistance of specially trained law enforcement personnel. Such situations include, but are not limited to, the following:

1. Hostage(s) Situations
2. Transgressors who are barricaded and armed
3. Active Killer Situations
4. High-Risk Warrant
5. High-Risk Apprehension
6. Personal Protection Detail
7. Search and Rescue
8. Terrorism
9. Special Assignments

WHEREAS, each Party believes it is in the best interest of the safety and well-being of its respective citizens to partner in the creation of a multi-jurisdictional S.W.A.T. unit designed to

respond to situations that go beyond the capabilities of normally equipped and trained law enforcement personnel; and

NOW, THEREFORE, in consideration of the mutual and reciprocal covenants herein, the **KENTON COUNTY POLICE DEPARTMENT, KENTON COUNTY SHERIFF'S OFFICE, NORTHERN KENTUCKY DRUG STRIKE FORCE**, and the cities of **EDGEWOOD, ELSMERE, ERLANGER, FORT MITCHELL, FORT WRIGHT, INDEPENDENCE, LUDLOW, PARK HILLS, TAYLOR MILL, VILLA HILLS**, and the **LAKESIDE PARK-CRESTVIEW HILLS POLICE AUTHORITY** in the County of Kenton, Commonwealth of Kentucky, and the **CAMPBELL COUNTY POLICE DEPARTMENT, CAMPBELL COUNTY SHERIFF'S OFFICE** and the cities of **ALEXANDRIA, BELLEVUE, COLD SPRING, DAYTON, FORT THOMAS, HIGHLAND HEIGHTS, NEWPORT, SOUTHGATE** and **WILDER** in the County of Campbell, Commonwealth of Kentucky, hereby agree as follows:

SECTION 1: LOCAL GOVERNMENT AUTHORIZATION

Each Party certifies, warrants, and confirms that they are duly qualified and authorized to enter into the 2026 Agreement and to carry out the terms and provisions hereof.

SECTION 2: PURPOSE

The purpose of the 2026 Agreement is to provide for the protection of lives and property through a ready, specialized, flexible Special Weapons and Tactics Unit that utilizes skilled tactics in the delivery of law enforcement and medic services to unusual or special situations that require a concentration of skilled personnel, at a specific time and place, without the interruption of routine patrol operations.

SECTION 3: CREATION AND MEMBERSHIP

By agreement among the Parties, Northern Kentucky Special Weapons and Tactics Unit, Inc. (hereinafter “S.W.A.T. Unit”) will operate as a multi-jurisdictional, joint law enforcement specialized unit to respond to high-risk or unusual situations requiring a specialized response from law enforcement.

SECTION 4: EXECUTIVE BOARD OF DIRECTORS

An Executive Board of Directors (hereinafter “Executive Board”) shall oversee the management and operation of the S.W.A.T. Unit, including responsibility for its organization, articles of incorporation, bylaws, and administration. The Executive Board shall exercise its authority only through the recorded vote of the majority, with written minutes thereof, at regularly scheduled meetings or at special meetings scheduled by at least 25% of its number, with written notification thereof to each Party at least twenty-four (24) hours prior thereto.

SECTION 5: OFFICERS OF THE EXECUTIVE BOARD

The officers of the Executive Board shall all be members of the Board of Directors and include a Chief Executive Officer, Deputy Chief Executive Officer, Deputy Director, Secretary, and one (1) representative from each participating county. The Chief Executive Officer shall be the Sheriff with the longest tenure among the participating counties. The Deputy Chief Executive Officer shall be the Sheriff with the second-longest tenure. In the event of equal tenure, the Board of Directors shall determine the Chief Executive Officer by majority vote. The Chief Executive Officer is responsible for appointing the Deputy Director, who shall serve at the discretion of the Chief Executive Officer. The Board of Directors shall consist of one (1) individual representing each member agency to this 2026 Agreement. The Secretary and the representatives from each county shall serve a term of one year, continuing until their respective successors are

either appointed or elected and duly qualified to serve. The Executive Board may remove any officer by a majority roll-call vote of the Executive Board members present at any regular or special meeting. Members of the Board of Directors shall fill vacancies.

SECTION 6: S.W.A.T. UNIT MEMBERSHIP

S.W.A.T. Unit members (“Unit Members”) shall be either peace officers or tactical medics employed by, or volunteering for, a Party to the Agreement and who is designated for service to the S.W.A.T. Unit.

1. S.W.A.T. Unit Member Qualifications

S.W.A.T. Unit Members shall be continually qualified and trained in accordance with the Executive Board's specifications as adopted in the S.W.A.T. Unit Rules, Regulations, and Procedures Manual.

2. S.W.A.T. Unit Member Classification

S.W.A.T. Unit Members shall be classified by the Executive Board in accordance with the Rules, Regulations, and Procedures Manual promulgated and adopted by the Executive Board.

3. S.W.A.T. Executive Board and Unit Members Compensation and Benefits

S.W.A.T. Unit shall not compensate or provide any benefits to Executive Board or Unit Members for their services. Unit members’ compensation and benefits shall be limited to what is provided to them by the Party designating the Unit Member for service to the S.W.A.T. Unit, subject to the following minimum insurance requirements.

(A) Each Party is required to provide health, accident, and life insurance to each Unit Member designated by that Party for service to the S.W.A.T. Unit in types and amounts consistent with coverages provided to that Party’s similarly classified employees or volunteers, as determined by the designating Party, and communicated to the Executive Board annually at its January

meeting.

(B) Each Party is required to insure each Unit Member designated by that Party for service to the S.W.A.T. Unit with liability insurance coverage in amounts not less than Five Hundred Thousand Dollars (\$500,000.00), per person, and One Million Dollars (\$1,000,000.00) per occurrence, with proper surety as determined by each Party and communicated to the Executive Board annually at its January meeting.

(C) The Board shall procure liability insurance for the Executive Board and its members for discretionary and ministerial acts taken in their respective capacities as Board members in amounts consistent with Section 3 (B) hereof.

4. S.W.A.T. Unit Member Property

Each S.W.A.T. Unit Member shall be outfitted by the S.W.A.T. Unit with the tactical items, clothing, equipment, and supplies specified by the Executive Board as adopted in the Rules, Regulations, and Procedures Manual. Supplies, equipment, and property, whether used or new, shared or proprietary, shall remain the property of the S.W.A.T. Unit.

SECTION 7: S.W.A.T. UNIT FUNDING

1. Parties to the Agreement:

(A) Each Party shall fund the operation of the S.W.A.T. Unit by paying an annual amount of money determined necessary by the Executive Board to purchase equipment, materials, training, and supplies for the operation of the S.W.A.T. Unit. The Executive Board shall notify each Party of its pro-rata or otherwise equitable share owed to the S.W.A.T. Unit no later than the last day of April of each calendar year. Each Party shall pay its share of what is owed, as determined by the Executive Board, to the S.W.A.T. Unit before the first day of July of that calendar year. Payments received shall be deposited into a S.W.A.T. Unit account and used only

for the purchase of equipment, materials, training, and supplies as determined by the Executive Board to further the objectives and mission of the S.W.A.T. Unit, and such property shall be and remain the property of the S.W.A.T. Unit.

(B) The services of the S.W.A.T. Unit shall be available to each Party and non-parties to the 2026 Agreement based on the availability of resources and priorities of deployment as determined by the Executive Board, with there being no cost to any Party or other special weapons and tactics teams that have a reciprocal assistance agreement with the S.W.A.T. Unit.

2. Non-parties to the Agreement:

Non-parties to the 2026 Agreement without a reciprocal assistance agreement with the S.W.A.T. Unit shall pay the actual costs incurred by each Party participating in the mission to that agency directly. Each Party is responsible for invoicing a non-party for the cost of the mission. The S.W.A.T. Unit shall separately bill non-parties for the costs of materials and supplies used by the S.W.A.T. Unit for any non-party mission.

SECTION 8: S.W.A.T. UNIT OPERATIONS

Upon request of any Party, or the officer in charge (“OIC”) of any other law enforcement agency, the services of the S.W.A.T. Unit shall be available for any situation within the objectives and purpose of the S.W.A.T. Unit based on the availability of resources and priorities of deployment as determined by the Executive Board. A requesting OIC shall retain jurisdictional responsibilities, including the decision whether to call the S.W.A.T. Unit for assistance or discontinue S.W.A.T. Unit services. However, the S.W.A.T. Unit Commander shall always and in all ways control and be responsible for S.W.A.T. Unit Members during S.W.A.T. Unit operations. The OIC of the requesting agency shall be advised and consulted on the abilities and procedures of the S.W.A.T. Unit throughout the mission.

SECTION 9: ADDITIONAL PARTIES

Additional cities, police agencies, sheriff's offices, or law enforcement entities may become parties to this 2026 Agreement by adopting an authorizing resolution or municipal order, which shall be submitted to and approved by the Executive Board.

SECTION 10: WITHDRAWAL FROM THE AGREEMENT

Any Party may withdraw from the 2026 Agreement by providing at least sixty (60) days' written notice prior to the effective date to all Parties and the Executive Board. A withdrawing Party will forfeit all funds previously paid and property conveyed to the S.W.A.T. Unit.

SECTION 11: TERMINATION OF THE AGREEMENT

Either the Executive Board or a majority of the Parties to the 2026 Agreement may terminate it by providing written notice to all Parties at least sixty (60) days prior to the effective date thereof; and as soon as practicable after receiving such notice, and prior to the effective date of termination of the 2026 Agreement, the S.W.A.T. Unit shall divide its then existing assets among all of the then Parties as equally and equitably as possible. Neither the S.W.A.T. Unit nor any Unit Member shall accept any mission in the capacity of the S.W.A.T. Unit, or under its colors or badge, after notice of termination of the 2026 Agreement is sent to any Party or the Board.

SECTION 12: DURATION

The duration of the 2026 Agreement shall continue until it is terminated pursuant to Section 11 hereof.

SECTION 13: CONTROLLING LAW

The 2026 Agreement shall be subject to, interpreted, and enforced in accordance with the laws of the Commonwealth of Kentucky.

SECTION 14: EFFECTIVE DATE OF 2026 AGREEMENT

The 2026 Agreement shall not be effective until it has been approved by the Department of Local Government and recorded in the respective offices of the Secretary of State for the Commonwealth of Kentucky and the Clerks for Kenton and Campbell Counties in the Commonwealth of Kentucky.

SECTION 15: SEVERABILITY

The provisions of the 2026 Agreement are severable, and if any of its terms are determined to be invalid, illegal, or unenforceable in any respect, the remainder of the 2026 Agreement shall not be invalidated thereby, and the 2026 Agreement shall be construed without such provision(s).

IN WITNESS WHEREOF, the 2026 Agreement has been signed on the dates indicated by the Parties pursuant to the approval and authorization of their respective legislative bodies.

01	City of Alexandria, Campbell County	Andy Schabell, Mayor
	Signature:	Date: / / 2026
02	City of Bellevue, Campbell County	Charlie Cleves, Mayor
	Signature:	Date: / / 2026
03	Campbell County Judge Executive Campbell County Police Department	Steve Pendery, Judge Executive
	Signature:	Date: / / 2026
04	Campbell County Sheriff's Office	Sheriff Mike Jansen
	Signature:	Date: / / 2026
05	City of Cold Spring, Campbell County	David "Angelo" Penque, Mayor
	Signature:	Date: / / 2026
06	City of Crescent Springs, Kenton County	Mike Daugherty, Mayor
	Signature:	Date: / / 2026

07	City of Edgewood, Kenton County	John Link, Mayor
	Signature:	Date: / / 2026
08	City of Elsmere, Kenton County	Marty Lenhof, Mayor
	Signature:	Date: / / 2026
09	City of Erlanger, Kenton County	Jessica Fette, Mayor
	Signature:	Date: / / 2026
10	City of Fort Mitchell, Kenton County	Greg Pohlgeers, Mayor
	Signature:	Date: / / 2026
11	City of Fort Thomas, Campbell County	Andy Ellison, Mayor
	Signature:	Date: / / 2026
12	City of Fort Wright, Kenton County	Dave Hatter, Mayor
	Signature:	Date: / / 2026
13	City of Highland Heights, Campbell County	Greg Meyers, Mayor
	Signature:	Date: / / 2026
14	City of Independence, Kenton County	Chris Reinersman, Mayor
	Signature:	Date: / / 2026
15	Kenton County Judge Executive Kenton County Police Department	Kris Knochelmann, Judge Executive
	Signature:	Date: / / 2026
16	Kenton County Sheriff's Office	Jude S. Hehman, Sheriff
	Signature:	Date: / / 2026
17	Lakeside Park-Crestview Hills Police Authority, Kenton County	William Dorsey Police Authority Chairman
	Signature:	Date: / / 2026
18	City of Ludlow, Kenton County	Sarah Thompson, Mayor
	Signature:	Date: / / 2026

19	City of Newport, Campbell County	Tom Guidugli Jr., Mayor
	Signature:	Date: / / 2026
20	Northern Kentucky Drug Strike Force Kenton County Fiscal Court	Joe Shriver, County Administrator
	Signature:	Date: / / 2026
21	City of Park Hills, Kenton County	Kathy Zembrodt, Mayor
	Signature:	Date: / / 2026
22	City of Southgate, Campbell County	Jim Hamberg, Mayor
	Signature:	Date: / / 2026
23	City of Taylor Mill, Kenton County	Dan Bell, Mayor
	Signature:	Date: / / 2026
24	City of Villa Hills, Kenton County	Heather Jansen, Mayor
	Signature:	Date: / / 2026
25	City of Wilder, Campbell County	Valerie A. Jones, Mayor
	Signature:	Date: / / 2026

APPROVAL OF THE DEPARTMENT OF LOCAL GOVERNMENT

Pursuant to K.R.S. 65.260, The Department of Local Government of the Commonwealth of Kentucky hereby determines that this Agreement is in proper form and compatible with the laws of the Commonwealth of Kentucky.

COMMONWEALTH OF KENTUCKY DEPARTMENT OF LOCAL GOVERNMENT

BY: _____

DATE: _____

**KENTON COUNTY FISCAL COURT
KENTON COUNTY, KENTUCKY**

RESOLUTION NO. 26-06

A RESOLUTION RENAMING THE PIONEER AWARD

WHEREAS, in 2017, the Kenton County Fiscal Court established the Pioneer Award to recognize living residents of Kenton County who have a record of outstanding service to the community and exemplify the highest standards of personal integrity; and

WHEREAS, the Pioneer Award further honors those who demonstrate servant leadership combined with awareness of the needs of residents and community; and

WHEREAS, at the request of the Kenton County Fiscal Court, it is recommended that the Pioneer Award now be named the Dr. Jon Draud Pioneer Award; and

**NOW, THEREFORE BE IT RESOLVED BY THE FISCAL COURT,
COUNTY OF KENTON, COMMONWEALTH OF KENTUCKY THAT:**

The recommendation of the Kenton County Fiscal Court is that the Pioneer Award now be referred to as the Dr. Jon Draud Pioneer Award.

This, the 10th day of February, 2026 , said Resolution adopted and approved at a meeting of the Fiscal Court.

Signed:

Kris A. Knochermann
Kenton County Judge/Executive

Attest:

Fiscal Court Clerk

Memorandum of Agreement

Between

Kenton County Fiscal Court

and

Life Learning Center

AMENDMENT #1

WHEREAS The Kenton County Fiscal Court, Kenton County Detention Center ("KCDC") was awarded federal funding from the Cabinet for Health and Family Services ("CHFS") passed through the Commonwealth of Kentucky ("STATE") as part of the Kentucky Opioid Response Effort ("KORE"); and

WHEREAS Kenton County Fiscal Court ("COUNTY") entered into a Memorandum of Agreement (CONTRACT) with the Commonwealth of Kentucky, attached as Exhibit B, to implement a Bridge to Medications for Opioid Use Disorder program ("PROGRAM") in a residential setting, with a six (6) month managed aftercare for individuals reentering society from criminal justice settings; and

WHEREAS the Life Learning Center, a Non-profit agency with offices at 20 W. 18th Street, Covington, Kentucky, 41011 ("LLC") was listed as an approved subcontractor in the CONTRACT; and

WHEREAS the COUNTY and LLC desire to enter into this Memorandum of Agreement regarding the Recovery Support aspect of the PROGRAM, as described in sections 2.01 (9.) and 2.01 (10.) of the CONTRACT and listed in the Budget Document ("BUDGET") attached as Exhibit A; and

WHEREAS all requirements of the CONTRACT are applicable and binding on LLC; and

WHEREAS LLC must make available to the COUNTY and to CHFS, if requested, copies of personnel records and documentation of employees' compliance with the terms and conditions of the CONTRACT; and

WHEREAS LLC shall make accessible to COUNTY and to CHFS and any of its duly authorized agents or representatives, access to any books, documents, papers, records, or any other materials that are pertinent to the CONTRACT or the this Agreement, to make monitoring, auditing, examination, excerpts, and transcriptions.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the COUNTY and LLC, agree as follows:

1. **LLC's Work.** Subject to the terms and conditions set forth in this Agreement and the CONTRACT, LLC agrees to coordinate all aftercare activities and items, including the following:
 - a. State Identification one-time per participant to include Social Security Card, Birth Certificate, and Kentucky State Identification Card.
 - b. Snacks are allotted at \$3 per snack per day for 30 days totaling \$90 per each 1 individual participant. **NOTE: Only snacks will be provided and no meals/food will be charged to the grant**

- c. One-time allotment for Re-entry Essentials per each 1 individual participant will include Backpack, Toiletries, and Bedding.
 - d. Bus passes are acquired from the Transit Authority of Northern Kentucky, and budgeted for 2 months per each 1 individual participant.
 - e. Evidence-based NARR Certified Recovery Residency is designed to further participant's treatment plan with safe recovery ready and budgeted for up to 6 weeks per each 1 individual participant.
 - f. Gift cards will be provided for completing the 6 month GPRA follow-up. Gift cards not to exceed \$30 per participant. \$6 activation fee is budgeted for each gift card (\$36 budgeted for each participant)
 - g. Recovery supports not to exceed \$1,235 per participant (excluding gift card).
- 2. **Reimbursement of Approved Program Expenses by COUNTY**
 - a. Subject to the terms and conditions set forth in this agreement and the CONTRACT, the COUNTY agrees to reimburse LLC on a monthly basis upon receipt of a detailed invoice (INVOICE) with a unique invoice number from LLC that lists LLC's expenses in each category listed in the BUDGET (Exhibit B);
 - i. LLC shall submit the INVOICE to the COUNTY by the 10th of the month for expenses incurred in the previous month.
- 3. **Term**
 - a. The term of this agreement shall commence on July 1, 2024 and unless earlier terminated as provided herein, shall expire on June 30, 2026.
- 4. **Conditions Present**
 - a. The CONTRACT between the STATE and the COUNTY has been fully executed;
 - b. LLC is listed in the CONTRACT as an approved Subcontractor;
 - c. This agreement has been approved by the STATE;
- 5. **Indemnification.** Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.
- 6. **No Contravention.** The execution and delivery of this Agreement, and the performance or observance by LLC of the terms and conditions thereof, do not and will not (i) violate or conflict with any existing provisions of LLC's resolutions, ordinances or organizing documents and any amendments thereto, or other agreements of organization, (ii) violate or conflict with any applicable laws, or (ii) result in any breach of, or constitute a default under, any material contract, agreement, lease, bank loan, or credit agreement to which LLC is a party or by which LLC is bound.

7. **No Litigation.** To the best of LLC's knowledge, no litigation or proceeding involving LLC is pending or is threatened in any court or administrative agency that, if determined adversely to LLC, could have a materially adverse impact on its ability to perform any of its obligations under this Agreement.
8. **Disclosure.** To the best of LLC's knowledge, this Agreement contains no false or misleading statements of or omissions of any material fact. There is no fact known to LLC that materially and adversely affects, or in the future could materially and adversely affect, the business, operations, affairs, or condition, financial or otherwise, of LLC that has not been disclosed in writing to the Kenton County Fiscal Court.
9. **Availability of Records.** LLC shall make its books and records, relating to its representations, warranties, and covenants in this Agreement available for all accounting periods subject to the terms of this Agreement. The Kenton County Fiscal Court may examine and audit such books and records as are reasonably sufficient to verify the accuracy of information provided by LLC to the Kenton County Fiscal Court in fulfillment of the parties' obligations under this Agreement.
10. **Further Assurances.** LLC shall, at any time upon request by the Kenton County Fiscal Court make, execute, and deliver or cause to be made, executed, and delivered to the Kenton County Fiscal Court any and all other further instruments, certificates, and other documents as may, in the reasonable opinion of the Kenton County Fiscal Court, be necessary or desirable in order to effect, complete, perfect, or otherwise to continue and preserve the obligations of LLC under this Agreement.
11. **Right to Inspect.** At such reasonable times during normal business hours and as often as may be reasonably desired, upon at least 48 hours advance notice of a request for such access to LLC, the Kenton County Fiscal Court shall have the right to inspect any and all records relating to the Work to determine compliance with the terms of the Agreement as well as to monitor progress of the Work. The Kenton County Fiscal Court agrees that any such records, if designated as confidential by LLC, shall be treated as confidential records that are exempt from public disclosure pursuant to Kentucky's Open Records Act and will not disclose such records unless directed to do so by a court of competent jurisdiction. Nothing in this paragraph shall be construed to prevent the Kenton County Fiscal Court from disclosing such documentation to the Cabinet. LLC further acknowledges that the Kenton County Fiscal Court may share documentation to the Cabinet which must publicly disclose information pertaining to the Kenton County Fiscal Court's compliance with the terms of the MOA and the disbursement of funds pursuant to the MOA and this Agreement.
12. **Notice of Material Change.** LLC shall promptly give notice to the Kenton County Fiscal Court of (i) the occurrence of any Event of Default, (ii) any litigation, investigation or proceeding that may exist at any time that, if not cured or if adversely determined, as the case may be, reasonably be expected to have a materially adverse impact on the Work or on LLC's ability to perform any

obligations under this Agreement, and (iii) any cessation, delay or alteration of the Work. For the avoidance of doubt, LLC's notification obligations under this Section shall survive the expiration of this Agreement and shall remain in effect until Project Completion as that term is defined in the MOA.

13. **Return of Disbursed Proceeds to the Kenton County Fiscal Court.** Should the Cabinet determine that LLC has failed to use any Proceeds in accordance with the terms and conditions of this Agreement or the MOA, the Kenton County Fiscal Court may make written demand upon LLC directing how any disbursed Proceeds shall be returned to the Cabinet, and LLC shall return or cause such disbursed Proceeds to be returned as directed by the Kenton County Fiscal Court. For the avoidance of doubt, LLC's obligations under this Section shall survive the expiration of this Agreement and shall remain in effect until Project Completion as defined in the MOA.
14. **Incorporation by Reference.** All exhibits, schedules, annexes, or other attachments to this Agreement or the MOA are hereby incorporated into and made a part of this Agreement as if set out at length herein.
15. **Multiple Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all taken together shall constitute a single contract. Facsimile or electronically scanned signatures are deemed to be originals.
16. **Headings.** The section headings set forth in this Agreement are for convenience of reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Agreement.
17. **Partial Invalidity.** If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each of the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.
18. **Successors and Assigns.** Except as otherwise expressly provided herein, the terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the parties hereto. This provision shall not be construed to permit assignment by either party of any of its rights and duties under this Agreement.
19. **No Partnership - Status of Relationship.** The Kenton County Fiscal Court and LLC, and any party respectively associated therewith, shall in no event be construed as or become in any way or for any purpose partners, associates, or joint ventures in the conduct of their respective businesses or otherwise. No contractor, licensee, agent, servant, employee, invitee, or customer of the Kenton County Fiscal Court or LLC shall be, or shall be deemed to be, a contractor, licensee, agent, servant, employee, invitee, or customer of the other party.

20. **Rights of Third Persons.** In no event shall this Agreement be construed to make the Kenton County Fiscal Court or any agent of the Kenton County Fiscal Court liable to any general contractors, subcontractors, laborers, materialmen, craftsmen, or other persons for labor, materials, or services delivered to the Work or goods specially fabricated for incorporation therein, or for debts or claims accruing or arising to any such persons against LLC. LLC expressly agrees that there is no relation of any type whatsoever, contractual or otherwise, either express or implied, between the Kenton County Fiscal Court and any general contractor, materialman, subcontractor, craftsman, laborer, or any other person or entity supplying any labor, materials, or services to the Work or specially fabricating goods to be incorporated therein. No persons are intended to be third-party beneficiaries of the Agreement or to have any claim or claims in or to any undisbursed Proceeds by reason of this Agreement.

21. **Modification.** This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements among them concerning the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.

22. **Time of Essence.** Time is of the essence in the performance of each of the terms and conditions of this Agreement.

23. **No Assignment.** Neither party shall assign its rights under this Agreement to any person or entity without the prior express written consent of the other party. This section shall not be deemed to prohibit an assignment by operation of law.

24. **Notices.** All notices, requests, demands, waivers, and other communications given as provided in this Agreement shall be in writing, and shall be addressed as follows:

If to LLC:

20 W. 18th Street
Covington, KY 41011
Attn: Alecia Webb-Edgington

If to the Kenton County Fiscal Court:

1840 Simon Kenton Way, Suite 5200
Covington, KY 41011
Attn: Judge/Executive

Unless otherwise specifically provided in this Agreement, notice hereunder shall be deemed to have been given upon its being deposited in the U.S. Mail or commercial courier, postage or delivery charge

prepaid, and addressed as provided above. The parties hereto may change their respective address and contact person as provided above by giving notice of the change to the other parties hereto as provided in this paragraph.

25. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

26. **Jurisdiction and Venue**. The parties hereto agree that any suit, action, or proceeding with respect to this Agreement may only be brought in or entered by, as the case may be, (i) the courts of the Commonwealth of Kentucky situated in Kenton County, Kentucky; or (ii) the United States District Court for the Eastern District of Kentucky, Northern Division at Covington, and the parties hereby submit to the jurisdiction of such courts for the purpose of any such suit, action, proceeding, or judgment and waive any other preferential jurisdiction by reason of domicile. The parties hereby irrevocably waive any objection that they may now or hereafter have to the laying of venue of any suit, action, or proceeding arising out of or related to this Agreement brought in the courts of the Commonwealth of Kentucky situated in Kenton County, Kentucky, or the United States District Court for the Eastern District of Kentucky, Northern Division at Covington, and also hereby irrevocably waive any claim that any such suit, action, or proceeding brought in any one of the above-described courts has been brought in an inconvenient forum.

27. **Legal Expenses**. In the event that legal action is brought to enforce or interpret any term of this Agreement, the prevailing Party will be entitled to recover, in addition to any other damages or award, all reasonable legal costs and fees associated with the action.

WITNESS WHEREOF, the parties hereto have set their hands on the day and date first above written.

KENTON COUNTY FISCAL COURT

By: _____
KRIS KNOCHELMANN, JUDGE/EXECUTIVE, *Nunc Pro Tunc*

LIFE LEARNING CENTER

By: _____
ALECIA WEBB-EDGINGTON, EXECUTIVE DIRECTOR

EXHIBIT A: BUDGET

Recovery Care - Contract with Life Learning Center to provide recovery supports once a patient is released from custody. Budget is based on serving 125 participants. These recovery supports include but are not limited to sober living residency, indigent supports, state identification, bus passes and gift cards for completing 6-month GPRA follow up. Sober living residency not to exceed 6 weeks per patient, snacks not to exceed \$3/day, no meals may be funded through this grant. Recovery care/supports not to exceed \$1,235 per participant (excluding gift card & LLC Fee). Gift cards not to exceed \$30 per participant (excluding \$6 activation fee).

Item	Amount	Unit Cost	Total Cost
Evidence-based Recovery Residency (5 weeks budgeted - approved for up to 6 weeks)	725.00	100.00	72,500.00
Transportation (2 month bus pass)	125.00	75.00	9,375.00
Re-entry Essentials to include:	125.00	90.00	11,250.00
Backpack			
Toiletries			
Bedding			
Identification	125.00	15.00	1,875.00
Snacks	3,750.00	3.00	11,250.00
Subtotal			106,250.00
Administration Fee			17,250.00

123,500.00

Item	Amount	Unit Cost	Total Cost
GPRA Follow-up Gift Cards	100.00	30.00	3,000.00
GPRA Follow Up Gift Card Activation Fee	100.00	6.00	600.00

3,600.00

Total Contract Budget

127,100.00

EXHIBIT B:

**MOA between COMMONWEALTH OF KENTUCKY AND
KENTON COUNTY FISCAL COURT (MODIFICATION #3)**



Commonwealth of Kentucky

CONTRACT MODIFICATION

Document Number: PON2 729 2400001550 **Version:** 4

Record Date: 11/13/2025

Document Description: Medications for Opioid Use Disorder Aftercare C4859

Cited Authority: FAP111-44-00
Memorandum of Agreement

Reason for Modification: MODIFICATION #3
September 30, 2025

Current Contract Amount \$675,900
Increase Contract Amount \$225,300
New Contract Amount \$901,200

This modification adds funding to continue the Bridge to Medications for Opioid Use Disorder (MOUD) program. The program operates within a residential managed aftercare setting and serves individuals reentering society from the criminal justice system. Additionally, this modification extends the contract term through June 30, 2026.

The Issuer Contact has been updated.

The following Commodity Lines (CL) have been revised:

CL03: Added \$225,300 and updated the amount to \$680,100.

Memorandum of Agreement Terms and Conditions
Extended the contract through June 30, 2026.

SECTION 3-PRICING/INVOICING
The contract amount has been revised to \$901,200.

Section 4 - CHFS Standard Terms and Conditions
Language has been revised to the current boilerplate.

MOA/PSC Exception Standard Terms and Conditions
Language has been updated

Issuer Contact:

Name: Monica Bell Spalding
Phone:
E-mail: monica.bellspalding@ky.gov

Vendor Name:

KENTON COUNTY FISCAL COURT
JAIL FUND
1840 Simon Kenton Way
Suite 5100
COVINGTON KY 41011

Vendor No.

KY0033949

Vendor Contact

Name: Kurt Greivenkamp
Phone: 859-392-1444
E-mail: kurt.greivenkamp@kentoncounty.org

Shipping Information:

Billing Information:

	CHFS DBHDID - Commissioner 275 E Main Street 4WF Frankfort KY 42240
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Effective From: 07/01/2024 **Effective To:** 06/30/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		KORE SOR III MOUD (TNBR)	\$0.000000	\$221,100.00	\$221,100.00

Extended Description:

Department for Behavioral Health, Developmental and Intellectual Disabilities (DBHDID) ("the Commonwealth"), and Kenton County Fiscal Court, Kenton County Detention Center (KCDC) ("the Contractor"), to establish an agreement to implement a Bridge to Medications for Opioid Use Disorder program in a residential setting, with a six (6) month managed aftercare, for individuals reentering society from criminal justice settings.

100% Federal Funding
CFDA 93.788

Contractor Contact:
Name: Susan Hinkle
Phone: 859-392-1400
Email: susan.hinkle@kentoncounty.org

Agency Contact:
Name: Bryan Coleman
Phone: 502-782-7878
Email: bryan.coleman@ky.gov

Effective From: 07/01/2024 **Effective To:** 06/30/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
2		0.00000		KORE SOR III NCE MOUD (TNBR)	\$0.000000	\$0.00	\$0.00

Extended Description:

100% Federal Funding
CFDA 93.788

Effective From: 07/01/2024 **Effective To:** 06/30/2026

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
3		0.00000		KORE SOR IV MOUD (TNBU)	\$0.000000	\$680,100.00	\$680,100.00

Extended Description:

100% Federal Funding
CFDA 93.788

TOTAL CONTRACT AMOUNT	\$901,200.00
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MODIFICATION HISTORY

MODIFICATION #3

September 30, 2025

Current Contract Amount \$675,900
Increase Contract Amount \$225,300
New Contract Amount \$901,200

This modification is to add Kentucky Overdose Response Effort (KORE) State Opioid Response (SOR) IV funding to continue to provide a Bridge to Medications for Opioid Use Disorder (MOUD) program in a residential setting of managed aftercare for individuals reentering society from criminal justice settings and extend the contract through 6/30/2026.

The following Commodity Lines (CL) have been revised:

CL03/AL1: Added \$225,300 (TNBU) Add Federal KORE SOR IV funding to continue to provide a Bridge to Medications for Opioid Use Disorder (MOUD) program in a residential setting of managed aftercare for individuals reentering society from criminal justice settings.

Memorandum of Agreement Terms and Conditions
Extended the contract through June 30, 2026.

Section 3 – Pricing/Invoicing
The contract amount has been revised to \$901,200.

Section 4 - CHFS Standard Terms and Conditions
Language has been revised to the current boilerplate.

MOA/PSC Exception Standard Terms and Conditions
Language has been updated

MODIFICATION 2

April 14, 2025

Current Contract Amount \$555,200
Increase Contract Amount \$120,700
New Contract Amount \$675,900

This modification is to add Kentucky Overdose Response Effort (KORE) State Opioid Response (SOR) IV funding and reduce KORE/SOR III NCE funds and extend the contract term through 12/31/2025 to continue to provide a Bridge to Medications for Opioid Use Disorder (MOUD) program in a residential setting of managed aftercare for individuals reentering society from criminal justice settings.

Issuer Contact has been updated.

The following Commodity Lines (CL) /Accounting Lines (AL) have been revised:

CL01: The Contractor Contact has been updated.

CL02/AL01: (\$233,814) (TNBR) - Reduced KORE/SOR III NCE funding; revised the amount to \$0.

CL03/AL01: \$354,514 (TNBU) - Added KORE SOR IV funding; revised the amount to \$454,800.

The Scope of Work has been revised as follows:

Memorandum Terms and Conditions

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This section has been revised and the contract extended through 12/31/25.

1.00 Purpose and Background

The second and third paragraphs have been revised and added.

1.02 Communications

Language updated to the current boilerplate.

1.03 Terminology Language updated to the current boilerplate.

1.04 Organization

"Exhibit A – Affidavit" and "Exhibit B – BAA" have been deleted.

2.00 Services Required

Item A has been revised to add "AODE (Alcohol and Other Drug Treatment Entity) Licensed Outpatient Treatment" and "Services".

Item #4 "for" has been added.

2.01 Deliverables

Item A "Initiation" has been capitalized.

Item #2 has been revised and added.

Item #8 has been revised and added.

Item #8 e and f have been revised and added.

Item #9 has been revised and added.

Item #9a "NARR-certified or Oxford House" has been added and "Evidence based" has been removed.

Item #9g has been added in entirety.

Item #11 has been added in entirety, the remainder of the section has been re-numbered.

2.02 Reporting Requirements

Item #1 "fourteen (14)" has been revised to "seven (7)".

2.03 Subcontractors

This section has been revised and added.

SECTION 3-PRICING/INVOICING

The contract amount has been revised to \$675,900.

SECTION 4 – CHFS GENERAL TERMS AND CONDITIONS

Language has been updated to the current boilerplate.

SECTION 5 – FEDERAL REQUIREMENTS

Language has been updated to the current boilerplate.

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MODIFICATION #1

November 18, 2024

Current Contract Amount: \$221,100

Increase Contract Amount: \$334,100

New Contract Amount: \$555,200

This modification is necessary to add KORE SOR III No Cost Extension (NCE) and KORE SORIV funding to continue to provide a Bridge to Medications for Opioid Use Disorder (MOUD) program in a residential setting of managed aftercare for individuals reentering society from criminal justice settings and extend the contract date through 6/30/25.

CL01/AL01: Change the line description to: "KORE/SORIII MOUD (TNBR)".

CL02/01: \$233,814 (TNBR) Add KORE SORIII NCE funding to continue a Bridge to Medications for Opioid Use Disorder (MOUD) program in a residential setting.

CL03/01: \$100,286 (TNBU) Add KORE SORIV to continue funding to provide a Bridge to Medications for Opioid Use Disorder (MOUD) program in a residential setting.

The Scope of Work has been revised as follows:

1.00-Purpose and Background

The first paragraph has been revised and added in entirety.

Paragraphs three (3), four (4), and five (5) have been added in entirety.

2.00-Services Required

This section has been revised, re-numbered and added in entirety.

2.01 Deliverables

Item A has been revised and added.

Item #2 the number "thirty-three (33)" has been changed to "one hundred (100)".

Item #4 and 5 have been revised.

Item #7 has been deleted and the remainder of the section has been re-numbered.

New #7 "placement in" has been replaced with "referrals to".

Item #9 the amount has been changed from "one thousand (\$1000)" to "one thousand two thirty-five (\$1235)".

Item #10 "practices" has been removed and "treatment referrals" and "made to programs" has been added.

Item #11 "Program staff shall" has been added.

2.02-Reporting Requirements

Item #2 has been revised and added.

SECTION 3-PRICING/INVOICING

Paragraph three the contract amount has been changed.

Item #3 has been added in entirety and the remainder of the section has been re-numbered.

Item #9 has been added in entirety.

FAC terms and conditions have been revised and updated.

	Document Phase	Document Description	Page 6
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**Memorandum of Agreement Terms and Conditions
Regular (Government/Quasi-Governmental) (PON2)**

This Memorandum of Agreement (MOA) ~~is entered into, by and~~ between the Commonwealth of Kentucky, Cabinet for Health and Family Services, Department for Behavioral Health, Developmental and Intellectual Disabilities (DBHDID) (“the Commonwealth”) and Kenton County Fiscal Court, Kenton County Detention Center (KCDC) (“the Contractor”) ~~is~~ to establish an agreement to implement a Bridge to Medications for Opioid Use Disorder program in ~~a residential-an outpatient~~ setting, with ~~up to-a~~ six (6) months managed aftercare for individuals reentering society from criminal justice settings. The initial MOA is effective from July 1, 2024 through ~~December 31, 2024 June30, 2025 December 31, 2025 June 30, 2026~~.

SECTION 1-ADMINISTRATIVE OVERVIEW

1.00-Purpose and Background

The Kentucky ~~OpioidOverdose~~ Response Effort (KORE) ~~seeks to expand and sustainis-a grant initiative to provide~~ a comprehensive ~~equitable, recovery-oriented system of care to address targeted response to Kentucky’s~~ opioid use disorder (OUD) and stimulant use disorder (StimUD) for all individuals throughout Kentucky.~~crisis-by-expanding access to a full continuum of high quality, evidence-based opioid prevention, treatment, recovery and harm reduction services and supports in high-risk geographic regions of the state.~~ To achieve this aim, KORE and its partners commit to implementing a trauma- and resilience-informed care approach within a racial equity framework to reduce overdose deaths and increase equitable access to high quality, evidence-based prevention, treatment, and recovery support services that are culturally responsive. Informed by data on populations most in need, the KORE projects will focus on ~~fourfive~~ primary populations ~~comprised of individuals~~ with OUD and/or StimUD ~~who are:~~ 1) Opioid overdose survivors, 2) Pregnant and ~~parentingpostpartum~~, 3) ~~JusticeCriminal-legal~~ involved and 4) Black, Indigenous, and Persons of Color, ~~and 5) Transition-age youth.~~

As part of the Kentucky Opioid Response Effort (KORE), it is the purpose of this contract for the Cabinet for Health and Family Services (CHFS), Department for Behavioral Health, Developmental and Intellectual Disabilities (DBHDID) to obtain the services from Kenton County Detention Center (KCDC) to provide evidence based, Food and Drug Administration (FDA) approved bridge medications for OUD (MOUD) services in a therapeutic ~~residential-outpatient~~ treatment setting, with ~~a-up to six (6) months of~~ comprehensive ~~six-(6)-month~~ case managed aftercare for individuals reentering society from criminal justice settings. FDA approved medications include buprenorphine and naltrexone. ~~The Program shall target current and future clients within the Jail Substance Abuse Program (JSAP) and will impact communities throughout, but not limited to, the following eight (8) counties in the Northern Kentucky Region: Boone, Kenton, Campbell, Grant, Gallatin, Carroll, Owen, and Pendleton counties. JSAP psychosocial services have a proven history of success at increasing employment, reducing recidivism, and increasing access and engagement with community recovery support services. KCDC has a model of care aimed to increase employment, reduce recidivism and increase access and engagement with community recovery supports. KCDC shall utilize funding to obtain and employ qualified medical, clinical and case management personnel, track progress and outcome data, and make available direct and auxiliary supports for clients upon reentry into society. KORE intends to be the payor of last resort. It is the responsibility of the Contractor to ensure that all individuals receiving KORE-funded services have applied for any other funding stream for which they may be eligible. KORE funds must be used to provide services or practices with proven evidence base and are appropriate for the population(s) of focus. Services or practices that are not evidence-based or are punitive in nature are prohibited from being supported by KORE grant funds.~~

~~Contractors and their sub-recipients must disclose in a timely manner, in writing to the Department for Behavioral Health, Developmental and Intellectual Disabilities, all information related to violations, or suspected violations, of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the SAMHSA award.~~

~~KCDC will notify KORE prior to media communications and acknowledge federal funding in all communications activities using the following tag line: “This project is supported by the Kentucky Overdose Response Effort (KORE) through a Substance Abuse and Mental Health Services Administration (SAMHSA) Grant [1H79TI087770-01]”.~~

1.01-Issuing Office

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The Commonwealth of Kentucky, Cabinet for Health and Family Services, Division of Procurement and Grant Oversight, is issuing this Contract on behalf of the Department For Behavioral Health, Developmental and Intellectual Disabilities Division of Administration and Financial Management. The Cabinet's designee is the only office authorized to change, modify, amend, alter, or clarify the specifications, terms and conditions of this Contract.

1.02-Communications

The ~~Contract Specialist~~ Issuer identified on page 1 is the point of contact during the procurement process and for communications concerning contract issues during the life of the contract. After the Award of the Contract, all contractual communications are to be sent to the Agency Contact Person listed in the Extended Description of Commodity Line 1. Notices by the Cabinet shall be sent to the Contractor representative listed in the Extended Description of Commodity Line 1. Unless otherwise stated, all notices, consents, and other contractual communications shall be in writing.

1.03-Terminology

For ~~the purpose of~~ this Contract, the following terms may be used interchangeably:

- Vendor: Contractor, Offeror, The Second Party, Proposer
- ~~Issuer of Contract Specialist~~: Buyer, Purchaser, Contract Officer
- Commonwealth of Kentucky: Commonwealth, State
- Cabinet for Health and Family Services: the Cabinet, the Department, the Agency, CHFS
- Fiscal Year ~~will be defined as is~~ the Commonwealth fiscal year: July 1 through June 30
- Biennium ~~will be defined as is~~ the Commonwealth biennium: July 1 of each even numbered year through June 30 of the next even numbered year.

1.04-Organization

This Contract is organized in the following manner:

Section 1-Administrative Overview

Section 2-Scope of Services

Section 3-Pricing/Invoicing

Section 4-CHFS General Terms and Conditions

Section 5-Federal Requirements

Finance Terms and Conditions of the Contract

~~Exhibit A — Affidavit~~

~~Exhibit B — BAA~~

SECTION 2-SCOPE OF SERVICES

2.00-Services Required

Kenton County Fiscal Court, Kenton County Detention Center (KCDC) shall provide implementation and services of the following program:

A. ~~ODU-AODE (Alcohol and Other Drug Treatment Entity) Licensed Outpatient Treatment and Re-entry Services. Therapeutic Residential Treatment and Aftercare.~~

1. Provide licensed, evidence-based, trauma-informed residential treatment for Opioid Use Disorder (OUD) in accordance with 908 KAR 1:370.

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~~2. Maintain a Residential Therapeutic Recovery Community utilizing the Comprehensive Opioid Response and 12 Step integration (COR-12) model.~~

31. Provide FDA-approved MOUD services by a qualified physician or nurse practitioner when indicated and deemed necessary to include the following three (3) pathways:

- a. Medically-supervised withdrawal management pathway which shall include medications to manage the symptoms of opioid-withdrawal, which may include the use of buprenorphine.
- b. Buprenorphine/naloxone pathway.
- c. Extended-Release Naltrexone pathway which shall include medically-managed withdrawal followed by extended-release naltrexone, administered on a twenty-eight (28) day cycle throughout the duration of treatment and recovery support.

42. Tapering off medications shall be ~~based on an individualized medical evaluation and~~ determined by both the prescriber ~~with input from the~~ and patient and ~~be based on ongoing ASAM screenings.shall occur slowly in accordance with ASAM guidelines.~~

53. Patients ~~may~~shall be allowed to resume medication if cravings, lapses, or returns to use occur ~~if medically appropriate to do so based on an individualized medical evaluation.~~

64. Following release ~~from incarceration~~, provide ~~up to~~ six (6) months of evidence-based, case managed, reentry and aftercare contracted services through the Life Learning Center to include a holistic, integrated continuum of care ~~consistent with ASAM screening for level of care.~~

2.01-Deliverables

Kenton County Fiscal Court, Kenton County Detention Center (KCDC) shall provide or make available:

A. ~~initiation~~Initiation and Continuation of MOUD and Re-entry.~~Therapeutic Residential Treatment and Aftercare.~~

1. Provide evidence-based screening and assessment for all substances, co-occurring mental health disorders, and infectious disease including Human Immunodeficiency Virus (HIV) and hepatitis.
2. Provide evidence-based ~~residential AODE-licensed outpatient~~ treatment and recovery support services for a minimum of ~~thirty-three (33)~~~~one hundred (100)~~ one hundred and twenty (120) justice-involved clients ~~with OUD and/or StimUD.~~
3. Provide access to a coordinated system of care team which shall include a physician or nurse practitioner with the capacity and ability to provide MOUD and an individual with DBHDID approved training in Substance Use Disorder (SUD) case management.
4. Provide access to MOUD for justice-involved clients with OUD while incarcerated in KCDC and ~~referrals to MOUD~~ following release ~~from incarceration~~ when ~~medically~~ indicated ~~and deemed necessary.~~
5. Provide ~~referrals for post-release treatment and recovery supports that may include~~access to psychosocial therapies ~~such as that include~~ individual and group counseling, and recovery support or self-help groups. Referrals should be consistent with ASAM multi-dimensional assessment for level of care~~therapy.~~
6. Provide treatment for co-occurring infectious disease to be delivered by KCDC's clinical and medical staff and care coordination with the Northern Kentucky Health Department post-release.

~~7. Provide evidence-based smoking cessation interventions.~~

87. Ensure ~~referrals to~~placement in an appropriate level of care based on an ASAM multidimensional assessment following release.

98. Provide ~~up to~~ six (6) month re-entry and aftercare outpatient services following ~~release from~~ incarceration ~~release based on clinical need determined through ASAM screening~~ which may include:

- a. Case-management.

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- b. Continued MOUD.
- c. Coordinated access to behavioral health, physical health, and mental healthcare.
- d. Peer support providing services related to recovery support.
- e. Continued evidence-based smoking cessation treatment and support delivered by ~~St. Elizabeth Healthcare~~ the Northern Kentucky Health Department.

f. Access to MOUD-friendly 12-step-accepting mutual aid programs.

~~109.~~ Provide direct funds, up to ~~\$1,000~~235-\$1,250.00 per unique client, ~~per year, to~~ ensure clients ~~direct~~ needs are met during reentry from the criminal justice setting to society to include:

- a. ~~Evidence-based NARR-certified or Oxford House~~ recovery residency.
- b. Transportation.
- c. Personal identification.
- d. Nutrition.
- e. Employment and training assistance.
- f. Clothing and work boots.

g. Personal hygiene and undergarments

~~1110.~~ Ensure all ~~treatment referrals~~practices are made to programs in compliance with the Kentucky State Law and operate in accordance to 908 KAR 1:370.

~~1211.~~ Ensure that all recovery housing referrals are made to NARR-certified or Oxford Houses in compliance with Kentucky State Law and operate in accordance with 908 KAR 1:410.

~~1211-12.~~ Program staff shall ~~p~~Participate in KORE learning and resource sharing community through digital and in-person meetings.

~~13.~~ Notify KORE prior to media communications and acknowledge federal funding in all communications activities using the following tag line: "This project is supported by the Kentucky Opioid Response Effort (KORE) through a Substance Abuse and Mental Health Services Administration (SAMHSA) Grant 1H79TI085782".

2.02-Reporting Requirements

Kenton County Fiscal Court, Kenton County Detention Center (KCDC) shall:

1. Complete an intake Government Performance and Results Act (GPRA) with 100% of consenting individuals with a history of OUD and/or stimulant use disorder and a six (6) month follow-up interview with at least 80% of individuals who complete an intake. Data shall be submitted to the Web Infrastructure for Treatment Services (WITS) platform within ~~fourteen (14)~~seven (7) days of service delivery.

2. Collect and report client demographics for all persons served through SOR-funded services as identified by KORE. Data shall be submitted monthly by the 15th day of each month to a ~~DMHDID-approved~~ platformKOREReporting@ky.gov.

2.03-Subcontractors

The following subcontractors have been approved and authorized:

Life Learning Center
Mental Health America
NKY Area Development District
Comprehensive Correctional Care (3C)
Northern Kentucky Health Department

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2.04-CHFS/Department For Behavioral Health, Developmental and Intellectual Disabilities Responsibilities
DBHDID is responsible for providing technical assistance, oversight, and coordination for the provision of services under this contract.

2.05-Monitoring Requirements

DBHDID will conduct an annual program performance and compliance site review of the provider agency's implementation of the residential treatment and case managed aftercare program for individuals reentering society from criminal justice settings. Monitoring will consist of an off-site review of data and documentation. On-site reviews may be conducted at the discretion of DBHDID. A summary report will be provided to KCDC by the Division of Substance Use Disorder (DSUD) and may require submission of a corrective action plan.

SECTION 3-PRICING/INVOICING

Funding from this Agreement distributed through subsequent agreements with other entities shall not be issued as a "subrecipient" agreement or a subaward of federal financial assistance.

An indirect rate of 10% has been approved and included in the budget.

KCDC shall submit a monthly invoice for expense reimbursement which shall include a detailed accounting of expenditures by activity in accordance with the approved budget (Attachment A), with the understanding that individual line items within the budget are subject to change, as appropriate, but not to exceed the total contact amount of ~~\$221,100~~~~\$555,200~~ ~~\$675,900~~ ~~\$901,200~~.

Invoices for payment shall be submitted electronically to KOREinvoice@ky.gov by the 15th day of the month for the previous month's service.

Payment shall be conditioned upon receipt of appropriate, accurate, and acceptable invoices submitted in a timely manner.

The Contractor shall submit monthly invoices. The invoice must include at a minimum:

1. Vendor's name and address.
2. PON2 number that invoice(s) are using for funding.

~~3. Commodity line and subfunction from which to pay:~~

~~34. Clearly list dates of service (from and to).~~

~~Example~~

~~Monthly Invoice: Dates of Service from: July 1, 20XX to: July 31, 20XX~~

~~45. Date of Invoice (date invoice is prepared). July's invoice should be prepared no later than August 15, 20XX.~~

~~56. Total amount due for the current billing cycle.~~

~~67. Cumulative total for all invoices to date.~~

~~78. Detailed description of services provided.~~

~~9. Expenditures for each budget category during the invoicing period.~~

Invoices that do not contain the ~~above~~ requirements ~~above~~ will be rejected and ~~sent back~~ ~~returned~~ to the Contractor for re-invoicing.

SECTION 4-CHFS GENERAL TERMS AND CONDITIONS

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4.00-Memorandum of Agreement Standard Terms and Conditions

4.00.01-Contract Components and Order of Precedence

~~The Commonwealth's acceptance of the Contractor's offer indicated by the issuance of a Contract Award by the Department named on page 1 of this Contract and approved by the Division of Procurement and Grant Oversight the Finance and Administration Cabinet and filed with the Government Contract Review Committee shall create a valid Contract between the Parties consisting of the following:~~

1. This written ~~agreement~~-Agreement, all attachments ~~thereto~~, and any subsequent written amendments to this Agreement; and
2. The Contractor 's final written budget or proposal.

In the event of any conflict between ~~or among~~ the Contract provisions ~~contained in the Contract~~, the order of precedence shall be as enumerated above.

4.00.02-Changes and Modifications to the Contract

Pursuant to 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment by the ~~Department Cabinet~~ prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or ~~this-his or her~~ authorized designee, and the LRC Government Contract Review Committee. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds ~~at any time~~ that existing conditions make modification of the Contract necessary, it shall promptly report such matters to the ~~Contract Specialist identified on page 1~~ Issuer for consideration and decision.

4.00.03-Notice

~~Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing.~~

~~After the Award of Contract, all communications of a contractual or legal nature are to be in writing and sent to the Agency Contact Person, to be listed in the Extended Description of Commodity Line 1 of the resulting contract, with a copy to the Contract Specialist identified on page 1.~~

~~Notices made by the Department to the Contractor shall be sent to the Contractor representative listed in the Extended Description of Commodity Line 1.~~

4.00.04-4.00.03-LRC Policies

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage and would impact any contract established under KRS 45A.690 - 45A.725, where applicable.

A link to the LRC webpage is as follows:

See: <https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>

4.00.05 4.00.04-Choice of Law and Forum

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

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. Any action brought against the Commonwealth on the contract, including but not limited to actions either for breach of contract or for enforcement of the contract, shall be brought in Franklin Circuit Court, Franklin County, Kentucky in accordance with KRS 45A.245.

4.00.06-4.00.05-Authorized to do Business in Kentucky

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

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

~~4.00.07-4.00.06~~ **Registration with the Secretary of State by a Foreign Entity**

Pursuant to KRS 45A.480(1)(b), an agency, department, office, or political subdivision of the Commonwealth of Kentucky shall not award a state contract to a person that is a foreign entity required by KRS 14A.9-010 to obtain a certificate of authority to transact business in the Commonwealth ("certificate") from the Secretary of State under KRS 14A.9-030. If the foreign entity is not required to obtain a certificate as provided in KRS 14A.9-010, the foreign entity should identify the applicable exception. Foreign entity is defined within KRS 14A.1-070.

~~4.00.08-4.00.07~~ **Payment**

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

4.01-General Provisions

4.01.01-Headings

The section headings in this Contract are for reference and convenience only and shall not have any effect on the construction or legal effect of this Contract.

4.01.02-Assignment

This Contract shall be binding upon and inure to the benefit of the respective legal successors of the Parties. ~~However, n~~Neither this Contract nor any rights or obligations ~~hereunder~~ may be assigned, in whole or in part, without the prior written consent of CHFS, Division of Procurement and Grant Oversight, and the ~~Division of Accounting Services Finance and Administration Cabinet~~.

4.01.03-No Required Use of Contract

This Contract does not guarantee any minimum use of services. The Cabinet reserves the right to leave all, or any portion, of the contract unused ~~and/or to establish other contracts for additional and/or related services~~.

~~The Commonwealth of Kentucky may undertake~~ ~~The Cabinet may establish~~ or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with ~~any~~ such other contractors and Commonwealth employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

4.01.04-Severability

~~It is understood and agreed by the Parties that if~~ If any part, ~~term, or provision~~ of this Contract is held by ~~the courts~~ ~~a court of competent jurisdiction~~ to be illegal or in conflict with any law of the Commonwealth ~~of Kentucky~~ or the United States of America, the validity of the remaining ~~portions or provisions~~ ~~parts~~ shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part, ~~term, or provision~~ held to be invalid, if the remainder of the Contract is capable of performance.

4.01.05-Indemnification

The Contractor shall indemnify and hold harmless CHFS and its agents, representatives, officers, directors, employees, insurers, successors, and assigns from and against any and all expenses, costs (including attorneys' fees), causes of action, liability, loss and/or damages suffered or incurred by it or any of them, that results from or arises out of (a) this Contract; (b) any and all acts of the Contractor and or its Subcontractor(s); (c) the policies and procedures of the Contractor, specifically including all Contractor employment practices employed by Contractor during the term of this or any prior Contract with CHFS; (d) any dishonest, fraudulent, criminal, or negligent or unauthorized acts or errors or omissions which are committed by Contractor or any of Contractor's employees or agents or Subcontractors; (e) the publication translation, reproduction, delivery, performance, use or disposition of any data produced by CHFS in an unauthorized manner, provided that such action was not taken by Contractor or as a result of the express written request of CHFS; or (f) Contractor's failure to comply with any applicable state or federal laws or regulations.

Provided, however, in the event the Contractor is an agency of the Commonwealth of Kentucky, the state agency's liability shall be governed instead by KRS 49.010 through KRS 49.180 and limited to any award from the Board of Claims up to the jurisdictional amount.

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4.01.06-Sovereign Immunity

~~The Parties expressly agree that no~~ No provision of this Contract constitutes a waiver by CHFS or the Commonwealth of Kentucky of any immunities from suit or liability that CHFS or the Commonwealth of Kentucky may have by operation of law.

4.01.07-Force Majeure

~~Neither Party shall be liable for public utility performance (e.g., Postal Service, Telephone, or Water Company) or for the consequence of public utility non-performance. Events or conditions beyond the reasonable control of the Parties, such as natural disasters, fires, floods, elements, transportation crashes, a pandemic requiring the issuance of a State of Emergency Declaration by the Governor of the Commonwealth of Kentucky, or utility failures~~ Events or conditions beyond the reasonable control of the Parties shall not be construed as non-performance, nor shall reductions be applied as a result of such events., ~~provided that Events or conditions beyond the Parties' reasonable control include, but are not limited to, natural or man-made disasters, weather events, transportation crashes, labor strike or shortage, war, riot or other civil unrest, or state or national declared emergency, including a pandemic, or public utility failures. However, CHFS shall have retains~~ the right to obtain ~~the any~~ necessary services elsewhere in the event of such non-performance by the Contractor. ~~and In this event~~ the Parties shall negotiate in good faith any appropriate offset to the compensation payable under this Contract. The Contractor shall cooperate and shall require that any Subcontractor cooperate with CHFS in such event. The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Each Party must inform the other, orally or in writing; ~~with confirmation of receipt,~~ as soon as possible of the existence of a force majeure event. To preserve this right as a defense each Party must inform the other in writing, with confirmation of receipt, within twenty (20) business days of the ~~existence of a~~ force majeure event or otherwise waive this right as a defense ~~to a claim by the other Party of non-performance.~~

4.01.08-Maintenance of Insurance

During the term of this Contract, the Contractor shall maintain and shall require any Subcontractor to maintain their directors and officers liability insurance, Workers' Compensation insurance, employer liability insurance, and such other liability insurance as reasonably necessary in the Contractor's business judgment to provide adequate coverage against losses and liabilities attributable to the respective acts or omissions of the Contractor and the Subcontractor(s) in the performance of this Contract. The Contractor shall provide or cause to be provided and shall require any Subcontractor to provide or cause to be provided evidence of such coverage upon request.

~~To the extent that If~~ the Contractor and any Subcontractor are not self-insured, each shall, ~~in any event,~~ name CHFS as an additional insured on any policy of coverage, except the Workers' Compensation and any reinsurance. The Contractor and any Subcontractor shall ~~notify CHFS of the evidence of insurance provide proof of coverage~~ within five (5) business days of coverage. ~~Notice shall be sent in writing to the Department upon request.~~

CHFS shall not be responsible for any premiums or assessments on ~~the any~~ policy ~~or policies~~ held by the Contractor or any ~~S~~ubcontractor under this Contract. CHFS may, at its sole ~~option discretion,~~ pay one or more premiums, if ~~it decides that to do~~ doing so would be in the ~~Cabinet's best interest of the Cabinet.~~ Should CHFS exercise this option, ~~it shall be fully reimbursed by~~ the Contractor ~~shall fully reimburse CHFS,~~ either by the Contractor directly or by an offset against future payments.

The Certificate of Insurance for any policy other than self-insurance or any reinsurance must require that the insurer shall not cancel the coverage without thirty (30) days prior written notice to CHFS.

The Contractor shall notify CHFS within five (5) business days of any cancellation or interruption of the Contractor or Subcontractor's insurance coverage. ~~CHFS In any subcontract, the Contractor shall require in any subcontracts that the any~~ Subcontractor ~~also~~ provide such notice ~~within five (5) business days~~ to the Contractor and CHFS. ~~The Contractor shall assure and require that any Subcontractor assure that Any insurance is must remain~~ in effect at all times during ~~the life of~~ this Contract. If ~~their respective any~~ insurance coverage expires ~~at any time during the term of~~ this Contract, the Contractor and any Subcontractor shall provide at least thirty (30) calendar days prior to the expiration date, ~~to the extent possible,~~ a new Certificate of Insurance evidencing coverage ~~as provided herein~~ for not less than the remainder of the ~~term of this~~ Contract.

4.01.09-Licensure, Certification, and Registration

~~The Contractor shall:~~

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~~1. Ensure that all appropriate licenses, registrations, and/or certifications necessary are maintained at all times to the extent such are required for performance under this Contract;~~

~~2. Ensure that it has readily accessible copies of licenses, registration, and/or certifications necessary; and~~

~~3. Produce copies of any required license, registration, and/or certification at the request of CHFS or the Cabinet's designee.~~

The Contractor shall ensure that all licenses, registrations, and/or certifications necessary for performance under this Contract are in good standing and maintained at all times; readily accessible; and available for production upon request.

4.01.10-Permits, Licenses, Taxes, and Laws

The Contractor shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under this Contract is performed.

To the extent required by law, the Contractor shall pay any sales, use, personal property, and income taxes ~~arising out of related to this Contract and the transaction contemplated hereby~~. Any other taxes levied upon this Contract; ~~the transaction, or the equipment or services delivered pursuant hereto~~ shall be borne by the Contractor.

~~Contractor shall be responsible for all applicable Federal (including FICA), State and Local tax withholdings.~~

4.01.11-Legal Proceedings

Except as specifically disclosed in writing to CHFS ~~by the Contractor~~, prior to the date of this Contract, the Contractor certifies there are no suits, investigations, or other proceedings pending or threatened against the Contractor or any Subcontractor that would have a material effect on ~~the Contractor's ability to perform under this Contract; or on if applicable, any Subcontractor's ability to perform under their respective subcontracts, if applicable. Further, the Contractor shall use its best efforts to~~ The Contractor shall notify CHFS within one (1) business day, and in writing within three (3) business days, of ~~all any~~ suits, investigations, or other proceedings involving the Contractor related to this Contract. ~~The Contractor shall send written notice to the Department.~~

4.01.12-No Grant of Employment or Agency

Nothing in this Contract shall be construed, in any way, as granting ~~to~~ any individual providing services under the Contract any of the claims, privileges, or rights ~~established or recognized~~ under KRS Chapter 18A or KAR Title 101.

~~At no point shall any~~ No individual providing services under this Contract ~~shall~~ be considered a full-time or part-time employee of CHFS, for any purpose, including but not limited to unemployment, taxes, withholding, health insurance, liability, retirement, Workers' Compensation, vacation, sick or other leave, the Family Medical Leave Act, accrued benefits, evaluations, or any other purpose. At all times, any such individual shall be ~~considered and deemed to be~~ an employee, volunteer, or independent contractor of the Contractor.

~~In no event shall any~~ No employee, volunteer, or independent contractor of the Contractor ~~be deemed to shall~~ be a third-party beneficiary of this Contract or an agent ~~or an employee~~ of the Commonwealth.

4.01.13-CHFS Discrimination Prohibited in Service Provision (Because of Race, Religion, Color, National Origin, Sex, Disability, Age, Political Beliefs or Reprisal or Retaliation for prior Civil Rights Activity or other Federal, State, or Local Protected Class)

Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this Contract, the Contractor agrees as follows:

During this Contract, the Contractor agrees as follows:

~~1. The Contractor will not discriminate against anyone applying for any employee or applicant for employment or any individual requesting or receiving assistance or services from Contractor based on race, religion, color, national origin, sex, disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity on the grounds of sex, including gender identity and sexual orientation, race, color, age, political belief, religious creed, disability, national origin veteran's status, national origin or any other protected class identified in federal, state or local laws. The Contractor will not retaliate for prior civil rights activity. the The Contractor agrees to comply with, the provisions of as applicable, the Kentucky Civil Rights Act, the Americans with Disabilities Act of 1990 as Amended~~

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(ADA), the ADA Amendments Act of 2008 (ADAAA), Section 1557 of the Patient Protection and Affordable Care Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 11(c) of the Food and Nutrition Act of 2008, (as amended at 7 CFR 272.6(a)), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as applicable, and all other applicable federal, state and local regulations relating to laws prohibiting discrimination:

2. The Contractor will take action to ensure that service applicants and recipients are given services in the same manner, based on eligibility, and are not based on membership in a protected class: denied aid, care, services, or other benefits provided under this Contract; subjected to segregation or different treatment in any matter related to receipt of assistance; restricted in any way in the enjoyment of any advantages or privileges enjoyed by others receiving similar services; given different treatment in determining eligibility; or meeting other requirements or conditions that must be met to receive benefits:

3 2. The Contractor agrees to post in conspicuous places, available to program or service applicants or recipients, notices setting forth the provisions of this non-discrimination clause and, if applicable, including the USDA And Justice for All Poster:

The Contractor agrees to post in a conspicuous place a notice informing individuals with limited English proficiency about the availability of free language assistance services in a language that they can understand:

The Contractor agrees to post in a conspicuous place a notice informing individuals with disabilities about the availability of free reasonable modifications and auxiliary aids and services in a format that they can understand. Both notices should also inform the public of the process for requesting these free services:

43. In all program or service solicitations or advertisements placed by related to this Contract and in all solicitations or on behalf advertisements for employees related to this Contract the Contractor will state that they will not discriminate against anyone applying for or receiving assistance or services based on race, religion, color, national origin, sex (including gender identity and sexual orientation) , disability, age, political beliefs, or reprisal or retaliation for prior civil rights activity, or any other protected class identified in federal, state, or local laws:

54. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders section, this Contract may be cancelled, terminated or suspended in (whole or in part), and such /or other sanctions that may be imposed and remedies invoked as provided in or as otherwise provided by law:

65. In compliance with the prohibition against Disability disability discrimination and in compliance with the implementing guidance for the Americans with Disabilities Act (ADA), and the ADAAA, issued by the Department of Justice, the Contractor agrees to provide, free of charge, appropriate accommodations and reasonable modifications for applicants or recipients with disabilities, including auxiliary aids and services for persons with disabilities who require alternative means of communication:

76. In compliance with the prohibition against National Origin national origin discrimination and, by extension discrimination based on Limited limited English Proficiency proficiency (LEP), the Contractor agrees to provide meaningful language assistance measures free of charge to program or service applicants or recipients with Limited limited English Proficiency proficiency. The language services shall:

A. Be consistent with the general any guidance documents issued by the Department of Justice, which sets forth the compliance standards recipients of federal financial assistance must follow to ensure that LEP persons have meaningful access to the program's services and activities USDA Guidance to Federal Financial Assistance Recipients Regarding the Title VI Prohibition Against National Origin Discrimination Affecting Persons With limited English proficiency (79 FR 70771) at <https://www.federalregister.gov/documents/2014/11/28/2014-27960/guidance-to-federal-financial-assistance-recipients-regarding-the-title-vi-prohibition-against>;

B. Have a method of identifying LEP individuals; and

C. Provide language assistance measures (e.g., qualified and competent oral interpretation and written translation services; training of staff; note notice to LEP persons of availability of language access assistance; monitoring compliance, etc.);

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1. The Contractor will not discriminate against any employee or applicant for employment or any individual requesting or receiving services from the Contractor on the grounds of race, color, religion, sex, national origin, age, disability, veteran status, or any other protected class identified in federal, state, or local laws. The Contractor will not retaliate for prior civil rights activity. The Contractor agrees to comply with, as applicable, the Kentucky Civil Rights Act, the Americans with Disabilities Act of 1990 (ADA) as Amended, Section 1557 of the Patient Protection and Affordable Care Act, the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and all other applicable federal, state, and local laws prohibiting discrimination.

2. The Contractor agrees to post in conspicuous places, available to program or service applicants or recipients, notices setting forth the provisions of this non-discrimination clause.

3. In all program or service solicitations or advertisements related to this Contract, the Contractor will set forth the provisions of this non-discrimination section.

4. The Contractor agrees to provide, free of charge, appropriate accommodations and reasonable modifications for applicants or recipients with disabilities. The Contractor agrees to post a notice in a conspicuous place, in an accessible format, informing individuals with disabilities about the availability of and the process for requesting free, reasonable accommodations and modifications.

5. The Contractor agrees to provide meaningful access and language assistance measures free of charge to program or service applicants or recipients with limited English proficiency. The Contractor agrees to post a notice in a conspicuous place informing individuals with limited English proficiency about the availability of free language assistance services in a language they can understand.

4.01.14-Staffing

Notwithstanding any other provision of this Contract to the contrary, for any and all staffing or personnel services provided pursuant to this Contract, the Contractor expressly agrees to, and hereby acknowledges, the following:

1. Nothing in this Contract shall be construed, in any way, as granting to any individual providing services under the Contract any of the claims, privileges, or rights established or recognized under KRS Chapter 18A or KAR Title 101.

2. At no point shall any individual providing services under this Contract be considered a full-time or part-time employee of CHFS, for any purpose, including but not limited to unemployment, taxes, withholding, health insurance, liability, retirement, Workers' Compensation, vacation, sick or other leave, the Family Medical Leave Act, accrued benefits, evaluations, or any other purpose. At all times, any such individual shall be considered and deemed to be an employee of the Contractor or deemed to be an independent contractor of the Contractor.

3. Any individual providing services under this Contract shall, at all times, be adequately trained and qualified to perform the services required herein.

4. Any individual providing services under this Contract shall, at all times, be legally and adequately certified or licensed within the Commonwealth of Kentucky to perform the services required herein and shall be in good standing with any necessary certification or licensure authority. At no time shall any such individual be under investigation, under suspension, under a condition of practice, or under a limitation on the scope of practice from any necessary certification or licensing authority. In the event of any such restriction, the Contractor shall immediately notify CHFS of the restriction.

5. Upon request, the Contractor shall provide CHFS with any documentation that CHFS believes is necessary to establish compliance with the requirements of this provision.

6. Any individual providing services under this Contract must not have a conviction for, or have any charges currently pending for, any criminal offense that would constitute either a felony or a misdemeanor offense in the jurisdiction in which the criminal offense occurred or is alleged to have occurred. In the event of any such charge or conviction, the Contractor shall immediately notify CHFS of the charge or conviction.

7. Any individual providing services under this Contract must not be included on any formal registry or listing that is required by law and which relates to abuse, neglect, sexual offenses, or other inappropriate practices or which, in

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any way, prohibits their employment for or performance of the services required herein, including but not limited to the nurse aid abuse registry and the Child Abuse Prevention and Treatment Act registry. In the event of any such listing or registration, the Contractor shall immediately notify CHFS.

8. Any individual providing services under this Contract must not be prohibited or debarred from providing services or participating in any state or federal governmental program, including but not limited to the Medicare and Medicaid programs. In the event of any such prohibition or debarment, the Contractor shall immediately notify CHFS.

9. Prior to any staff of the Contractor performing services under the Contract, CHFS must approve such staff and authorize them to perform the required services. Specifically, in all cases, the Contractor shall present potential staff, along with documentation of all required credentials and other requested information, to the appropriate CHFS individuals for review and approval. CHFS expressly reserves the right to disapprove of, disqualify, or reject any staff provided by the Contractor to provide services under this Contract, for any reason. In such event, the Contractor shall present additional potential staff to perform the services, for review and approval by CHFS.

10. CHFS expressly reserves the right to immediately disqualify or prohibit the continued use of any staff of the Contractor that has been provided to perform services under the Contract, if, in the discretion of CHFS, it is determined that the continued use of such staff is not in the best interests of CHFS, that such staff fails to meet any of the requirements imposed by this Contract, or that such staff of the Contractor has violated any state or federal law or violated any policies and procedures of CHFS. In such event, the Contractor shall immediately discontinue the use of such staff to perform services under the Contract and shall thereafter present additional potential staff to perform the services, for review and approval by CHFS.

11. Any decision whether or not to fill any staffing vacancies, any decision to provide space in any required facility orientation, any decision to contact or request staffing services from the Contractor, and any decision whether or not to use this Contract to fill any staffing vacancies shall rest entirely and exclusively in the discretion of CHFS. Under no circumstances is the Contractor guaranteed any work under this Contract; the Contractor is merely an authorized provider of the services detailed herein. CHFS hereby reserves the right to contract with any other vendor, to perform the services described in this Contract.

12. In the event that multiple contracts are awarded for provision of the services detailed herein, CHFS is authorized, in its sole discretion, to contact or request services from any vendor and shall not be required to contact vendors in any particular order with regard to performing any services detailed herein.

13. In no event shall any employee or independent contractor of the Contractor be deemed to be a third-party beneficiary of this Contract.

14. Each of the provisions within this section is specifically subject to the general indemnification provisions of this Contract.

15. It is expressly acknowledged that the Contractor is performing services as an independent contractor. For the tax year of 2018 and all subsequent tax years under this Contract, the Contractor will receive a form 1099-MISC and will not receive a form W-2.

4.02-Contract Performance

4.02.01-Service Delivery Requirements

All services provided by the Contractor ~~under the terms and conditions of this Contract~~ shall be ~~delivered~~ in accordance with ~~all applicable federal and state statutes and regulations.~~

~~1. All applicable federal and state statutes and regulations as they are currently in effect;~~

~~2. All commitments and assurances as set forth in all CHFS grant awards with respect to goals, strategies, funding, and outcomes made by the Commonwealth as required by and contained in grant applications to federal agencies, foundations, and other agencies providing grant funding and in the resulting award notices from those agencies; and~~

~~3. All final federally-funded grant award terms and conditions, including federal reporting and expenditure requirements, for any federally-funded proposed project developed jointly by the Contractor and CHFS and submitted to a federal agency.~~

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4.02.02-Total Amount of Funds and Budget Revisions

CHFS shall have the right to recoup the amount of any overpayment, regardless of the reason for the overpayment. Any reconciliation or settlement of fund balances contained in the Summary Line Item Section of this Contract shall be negotiated between CHFS and the Contractor and determined as soon as feasible before the end of the scope of work as set forth under the Contract.

The Contractor shall not request a budget revision within the last sixty (60) days of the contract period.

4.02.03-Subcontractors

~~Sub-contractors~~ Subcontractors are allowable to ensure all services can be completed. Before engaging a Subcontractor ~~not identified in the Contractor's response~~ or replacing a Subcontractor ~~identified in the Contractor's response~~, the Contractor will notify ~~the agency~~ CHFS and provide ~~the agency with~~ information regarding the proposed Subcontractor, including but not limited to, the proposed Subcontractor's relevant qualifications, experience, and key personnel. ~~The agency~~ CHFS reserves the right to approve or disapprove any ~~proposed~~ Subcontractor ~~proposed by the prime Contractor; such approval shall not be unreasonably withheld.~~

~~All references to the Contractor shall be construed to encompass both the Contractor and any Subcontractors of the Contractor.~~

4.02.03.01-Responsibility for Subcontractor Contract Requirements

~~All references to the Contractor shall be construed to encompass both the Contractor and any Subcontractors of the Contractor. The Contractor's shall have a Contract contract with any Subcontractor that the Contractor contracts with related to meet the statement of work, method of payment, and deliverables of this Contract that specifies the responsibilities of the parties and the cost. In addition, the Contractor's Contract with the Subcontractor shall specify that all requirements of this Contract are applicable and binding on the Subcontractor. Any plan to subcontract any of the provisions of this Contract must be set forth in the Contractor's proposal for the delivery of products or services and included in the body of the contract in the Subcontractor's section. If requested, The the Subcontractor must make available to the Contractor and to CHFS, if requested, copies of personnel records and documentation of employees' compliance with the terms and conditions of this Contract.~~

~~No obligation or right of the Contractor under this Contract shall be subcontracted to another, without the prior written approval, of CHFS after CHFS has had the opportunity to review all contract documents setting forth the terms and conditions for the subcontract. the Contractor, upon the Cabinet's request, shall submit the subcontract for approval to the Contract Specialist identified on page 1.~~

~~Prime~~ Contractor is responsible for carrying out the Affirmative Action Steps outlined in 2 CFR Part 200.321 when selecting subcontractors.

4.02.03.02-Subcontractor Monitoring Requirements

The Contractor shall monitor Subcontractors for ~~programmatic and fiscal~~ compliance with ~~the terms and conditions of~~ this Contract and ~~those the~~ specific provisions ~~set out under of~~ the Contractor's contract with the Subcontractor. ~~the Contractor agrees to utilize restraints or requirements imposed by such factors as generally accepted sound business practices, arm's length bargaining, Federal and State laws regulations, and terms and conditions of the federal grant award in contracting with Subcontractors.~~

~~The Contractor further understands and agrees, and shall ensure that any Subcontractor understands and agrees, that CHFS and any of its duly authorized agents or representatives shall have access to any books, documents, papers, records, or any other materials that are pertinent to this Contract or Subcontract, to make monitoring, auditing, examination, excerpts, and transcriptions.~~

4.02.04-Indirect Cost

Except as ~~otherwise~~ authorized by this Contract, no indirect costs shall be reimbursed.

4.02.05-Financial Record Retention

The Contractor agrees to maintain all ~~Contract~~ records ~~pertaining to this Contract for a period of for~~ not less than three (3) years after all ~~Contract~~ matters ~~pertaining to this Contract~~ (e.g., audit, settlement of audit exceptions, disputes) are resolved ~~and~~ in accordance with applicable federal and/or state laws, regulations, and policies (except as may otherwise be specified in this Contract).

4.02.06-Confidential Information

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The Contractor shall comply with ~~the~~ state and federal ~~rules and regulations law~~ governing access to and use of information and data provided by CHFS or collected by the Contractor., ~~and The Contractor~~ will use such information or data only for ~~those~~ purposes expressly ~~delineated, defined, and~~ authorized in this Contract. ~~the Contractor shall comply with the applicable provisions of the Privacy Act of 1974, 5 U.S.C. § 552a. The Contractor shall instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the Commonwealth, its financial affairs, its relations with its citizens and its employees, as well as any other information that may be specifically classified as confidential by the Commonwealth in writing to the Contractor. The Contractor agrees to ensure that all confidential information and data shall remain confidential. The Contractor shall have an appropriate agreement with its employees to that effect. The Contractor will keep all confidential information and data confidential. The Contractor shall have an appropriate agreement or policy with its employees to that effect.~~

Any dissemination of information about projects funded and the scope of work ~~described in the terms and conditions~~ of this Contract, must be fully documented and reviewed by the Cabinet's project manager before any representation, ~~electronic or otherwise~~, of projects, their funding sources, use of data, or data analyses may be posted to a web page or otherwise published.

~~The Contractor shall permit unrestricted access on demand to personnel of the~~ The Cabinet, the Office of the Attorney General, the Office of the Auditor of Public Accounts, ~~and or~~ any representative of a government funding agency authorized to review records for audit or investigation purposes ~~shall have unrestricted access on demand to its current the Contractor's~~ policies and procedures for ~~ensuring~~ compliance with these confidentiality requirements, the confidentiality agreements with its personnel, and Subcontractor confidentiality assurances.

The foregoing will not apply to:

1. Information that the Commonwealth has released in writing from being maintained in confidence;
2. Information that at the time of disclosure is in the public domain by having been printed and published and available to the public in libraries or other public places where such data is usually collected; or
3. Information that, after disclosure, becomes part of the public domain as defined above, through no act of the Contractor; or
4. Information required to be disclosed by law.

The Contractor shall have an appropriate agreement with its Subcontractors extending these confidentiality requirements to all Subcontractors' employees.

4.02.07-HIPAA Confidentiality Compliance

~~If applicable, The the~~ Contractor agrees to abide by the "HIPAA Privacy Rule," 45 CFR Parts 160 and 164 established under the Health Insurance Portability and Accountability Act, Public Law 104-191 (42 USC 1320d).

4.02.08-Response/Compliance with Audit Findings

The Contractor shall ~~take action to comply with and shall~~ ensure ~~its or a Subcontractor's compliance with or correction of~~ any finding of noncompliance with any law, regulation, audit ~~requirement, inspection,~~ or generally accepted accounting principle relating to ~~the services and deliverables or any other deficiency contained in any audit, review, or inspection conducted under this section contract. This action-The Contractor will include provide Contractor's delivery to~~ CHFS, for CHFS' approval, a Corrective Action Plan that addresses ~~the~~ deficiencies identified in any audit(s), review(s), or inspection(s) within thirty (30) calendar days of the close of the audit(s), review(s), or inspection(s).

The Contractor shall bear the expense of compliance with any ~~finding of~~ noncompliance ~~under this section finding~~ that impacts or ~~is-~~is related to the Contractor's work under this Contract. Noncompliance may also result in penalties as described in Section 4.02.10-Performance-Based Penalties.

1. ~~Required by a Kentucky or federal law, regulation, rule, or other audit requirement relating to the Contractor's business;~~
2. ~~Performed by the Contractor as part of this Contract; or~~

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3. Necessary due to the Contractor's noncompliance with any law, regulation, rule, or audit requirement imposed on the Contractor; or

4. Deficiencies may also result in the assessment of penalties as described in Section 4.02.10-Performance-Based Penalties.

4.02.09-Research Project Approval and Institutional Review Board Requirements

Any If applicable, any proposed research project undertaken under the terms and conditions of this Contract shall follow the procedures and protocols established under in 920 KAR 1:060 that provide which provides for a the Cabinet's review of research projects supported or funded in whole or in part through CHFS. If the proposed research project involves human subjects, it shall comply with federal regulations 45 CFR 46 and the requirements of the Cabinet's Institutional Review Board for the Protection of Human Subjects (IRB), which CHFS is required to establish and maintain to protect the rights and welfare of human subjects of research conducted or sponsored by CHFS. The CHFS project manager assigned by CHFS will provide all documentation and protocols for review and approval by the CHFS Institutional Board (IRB). No research may begin until the Board the IRB reviews and approves the project.

4.02.10-Performance-Based Penalties

Upon a determination of failure to perform services outlined in Section 2-Scope of Services, the Cabinet may issue penalties up to five percent (5%) of the total amount of the contract for each instance of non-performance.

If the Cabinet elects not to exercise any of the a penalty clauses herein in a particular instance, this decision shall not be construed as a waiver of the Cabinet's right to pursue the future assessment of any performance standard requirement and associated penalties. In addition, a Corrective Action Plan may be issued as outlined in item 1.B. below.

The Cabinet will work with the Contractor to resolve performance issues at all times.

1. Requirement of Corrective Action:

A. Letter of Concern

Should the Department determine that the Contractor or any Subcontractor is in violation of any requirement of this Contract, the Department shall notify the Contractor of the deficiency through a "Letter of Concern." The Contractor shall contact the Department's representative designated by the Department Agency Contact within two (2) business days of receipt of the Letter of Concern and shall indicate how such concern is unfounded or how it will be addressed. If the Contractor fails to timely contact the designated representative regarding a Letter of Concern, the Department shall may proceed to the additional enforcement contained in this Contract.

B. Corrective Action Plan

Should the Cabinet determine that the Contractor or any Subcontractor is not in substantial compliance with any material provision of this Contract, the Cabinet shall issue a written deficiency notice and require a corrective action plan be filed by the Contractor within ten (10) business days following the date of the notice.

A corrective action plan shall delineate-describe the time and manner in which each deficiency is to be corrected. The plan shall be subject to approval by the Finance and Administration Cabinet or the Department Cabinet, which may accept the plan as submitted, may accept the plan with specified modifications, or may reject the plan within ten (10) business days of receipt. The Cabinet may reduce the time allowed for corrective action depending on the nature of the deficiency.

C. Failure to Respond to Letter of Concern or Corrective Action Plan Notice

Failure of the Contractor to respond to a Letter of Concern within two (2) business days of receipt of the Letter of Concern may result in up to a \$500.00 per day penalty for each day until the response is received. Failure of the Contractor to submit a Corrective Action Plan within ten (10) business days following the date of the written deficiency notice may result in up to a \$1,000.00 per day penalty for each day until the Corrective Action Plan is received.

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D. Request for Extension

Upon request, CHFS may extend the time allowed for both a response to the Letter of Concern and a Corrective Action Plan depending upon the ~~nature of the~~ deficiency. The Contractor shall request an extension of time in writing from the ~~designated~~ representative ~~designated in the Letter of Concern or the written deficiency notice and state~~. The ~~written~~ request shall contain a justification and proposed extension period. If an extension is granted, the penalty per day for both a late Letter of Concern or a late Corrective Action Plan would begin after the expiration of the extension period.

2. Failure to Correct any identified deficiency may result in an action pursuant to Finance Terms ~~Section 3.00~~ Cancellation of this Contract.

3. Upon timely resolution of all performance-based issues outlined in the Corrective Action Plan, the Contractor shall receive reimbursement of a percentage of the amount withheld based on the following tier schedule:

A. Resolution within 30 days: at least 75% will be reimbursed to Contractor.

B. Resolution within 60 days: at least 50% will be reimbursed to Contractor.

C. Resolution within 90 days: at least 25% will be reimbursed to Contractor.

D. Resolution after 90 days: total penalty withholdings are forfeited.

4.02.11-Performance and Evaluation

CHFS may complete a Performance Evaluation (PE) twice a year to document contract performance. PE documents will be entered into the Commonwealth's electronic financial system (eMARS). Performance documented by PE may be considered when making future awards. To obtain a copy of the PE documents ~~completed~~ for this Contract, contact the ~~Contract Specialist Issuer~~ identified on page 1.

4.02.12-Business Continuity, Disaster Recovery, and Information Security Requirements

The Contractor shall maintain and implement a Business Continuity Plan, Disaster Recovery Plan, and Information Security Plan, which shall detail the steps the Contractor will take in the event of an outage or failure of either the Contractor's or CHFS' data, ~~or~~ communication or technical support system. Such plans shall enable the Contractor to continue to meet all ~~contractual~~ requirements ~~of CHFS~~. The Contractor shall provide a copy of its plans upon request. All costs associated with activating and sustaining ~~the~~ execution of all plans shall be borne ~~solely~~ by the Contractor

4.02.13-Protection of Personal Information Security and Breach Investigation Procedures and Practices Act

When applicable, contractors that receive Personal Information, as defined by ~~and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act; KRS 61.931, KRS 61.932, KRS 61.933, and -KRS 61.934. (the "Act");~~ shall secure and protect the Personal Information by, ~~without limitation;~~ complying with all ~~requirements~~ applicable requirements of the Personal Information Security and Breach Requirements contained in KRS 61.931- KRS 61.934. ~~to non-affiliated third parties set forth in the Act.~~

~~The Contractor hereby agrees to cooperate with the Commonwealth in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.~~

~~The Contractor shall notify as soon as possible, but not to exceed seventy-two (72) hours, the contracting agency, the Commissioner of the Kentucky State Police, the Auditor of Public Accounts, and the Commonwealth Office of Technology of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2) (b)2 applies and the Contractor abides by the requirements set forth in that exception. If the agency is a unit of government listed in KRS 61.931(1)(b), the Contractor shall notify the Commissioner of the Department of Local Government in the same manner as above. If the agency is a public school district listed in KRS 61.931(1)(d), the Contractor shall notify the Commissioner of the Department of Education in the same manner as above. If the agency is an educational entity listed under KRS 61.931(1)(e), the Contractor shall notify the Council on Postsecondary Education in the same manner as above. The notification shall be in writing on a form developed by the Commonwealth Office of Technology.~~

~~The Contractor hereby agrees that the Commonwealth may withhold payment(s) owed to the Contractor for any violation of the Identity Theft Prevention Reporting Requirements.~~

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The Contractor hereby agrees to undertake a prompt and reasonable investigation of any breach as required by KRS 61.933.

Upon conclusion of an investigation of a security breach of Personal Information as required by KRS 61.933, the Contractor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a) the Contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, and that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

See:

<http://technology.ky.gov/ciso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>

The Contractor shall comply with all applicable notification provisions in KRS 61.932 and KRS 61.933. The Contractor agrees to undertake a prompt and reasonable investigation of any security breach, as defined in KRS 61.931, as required by KRS 61.933. Upon conclusion of an investigation of a security breach of Personal Information, the Contractor agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach. The Contractor agrees that the Commonwealth may withhold payment(s) owed to the Contractor for any violation of the requirements contained in KRS 61.931- KRS 61.934. The Contractor agrees to cooperate with the Commonwealth in complying with any response, mitigation, correction, investigation, and notification requirements of KRS 61.931- KRS 61.934.

4.03-Breach and Contract Termination

4.03.01-Remedies for Breach

~~It is agreed by the Parties that in~~ In the event of a breach of contract by the Contractor, CHFS may pursue any remedy available to it pursuant to under this Contract, ~~or to the provisions of~~ KRS Chapter 45A, or ~~any remedy that is available to it~~ by law. The remedies ~~available to CHFS~~ may be invoked without regard to the existence of any other available remedy and may include the enforcement of any holdback provision or payment of any specified liquidated damages ~~by the Contractor to CHFS for noncompliance as provided for in this Contract.~~

4.03.02-Transition/Turnover/Closure

~~In the event CHFS requires a transition after a non-renewal or termination by either party, CHFS shall notify the Contractor at the same time CHFS serves notice of the non-renewal or termination, as the case may be.~~

~~Upon receipt of notice of termination of the Contract from CHFS, the Contractor shall provide any turnover assistance reasonably necessary to enable CHFS or its designee to effectively close out the Contract and move the work to another Contractor or to perform the work by itself.~~

In the event of insolvency, bankruptcy, dissolution, withdrawal, or the closure of business operations, the Contractor shall give the Commonwealth at least thirty (30) days written notice of such closure. In the event of non-renewal or termination, upon receipt of the required notice of non-renewal or termination, or the Contractor's closure of business operations, the Contractor shall provide any turnover assistance reasonably necessary to enable CHFS (or its designee) to effectively close out the Contract and move the work to another Contractor or to perform the work by itself.

The Contractor shall:

1. Provide detailed transition documents at no additional cost to CHFS.
2. Be responsible for the orderly transition of work and the accuracy of data in coordination with the new Contractor. ~~CHFS shall ensure the cooperation of the new Contractor to facilitate a smooth transition.~~
3. Within ten (10) calendar days after written notification by CHFS of the initiation of transition, provide a detailed Transition Document. Upon receipt of the detailed Transition Document ~~by CHFS, CHFS shall review the document and~~ within fourteen (14) calendar days ~~CHFS shall~~ provide written instructions to the Contractor as to the packaging, documentation, delivery location, and delivery date of all records, ~~as needed to provide for~~ an orderly transition. If CHFS determines ~~upon review~~ that the Transition Document is missing necessary information, CHFS

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shall provide the Contractor written instructions as to the information that is still needed, and the Contractor shall amend the Transition Document to include the necessary information.

4. Deliver a ~~full and~~ complete ~~accounting and~~ report ~~as of the date of termination about on~~ the status of services. This report shall be provided to CHFS ~~within twenty-one (21) days of the effective by the close of business on the~~ date of termination.

5. Deliver a complete accounting report to CHFS within ninety (90) days of the effective date of termination.

56. Transfer all documents and records of ~~every kind, including electronic, microfilm, paper, or otherwise, in their possession that pertain pertaining~~ to this Contract, ~~including but not limited to, all those listed in the contract, in its possession~~ within twenty-one (21) days of the effective date of termination. All documents shall be in a CHFS-approved format.

67. Provide reasonable and appropriate assistance to CHFS and its designee(s) regarding the contents of such documents and records, and ~~shall~~ provide reasonable and appropriate reference materials, including data models and file documentation. This assistance shall be provided to the CHFS within twenty (20) days of the effective date of termination.

78. Pay any and all additional costs incurred by CHFS that are the result of the Contractor's failure to provide the requested records, documents, data or materials within the time frames agreed to in the Transition Document.

9. If the Commonwealth determines the Vendor was providing necessary, direct public services, the Vendor shall also notify any individual receiving such services of the non-renewal, termination, or closure of business operations and advise the individual of reasonable, alternative service options. The Vendor shall provide written certification to the Commonwealth once all individuals have been notified.

Such cost will be determined by the Finance and Administration Cabinet pursuant to KRS 45A.230.

4.03.03 Disputes

The parties agree to take reasonable steps to resolve any disputes arising under this Contract.

4.04-Miscellaneous Provisions

4.04.01-Advertising Award Prohibition

The Contractor shall not refer to the Award of Contract in commercial advertising in such a manner as to state or imply that the ~~firm-Contractor~~ or its services are endorsed or preferred by the Commonwealth of Kentucky.

4.04.02-Bankruptcy

In the event the Contractor becomes ~~the subject a~~ debtor in a case pending under the Federal Bankruptcy Code, the Commonwealth's right to terminate this Contract may be subject to the rights of a trustee ~~or a debtor-in-possession~~ in bankruptcy to assume or assign this Contract. The trustee shall not have the right to assume or assign this Contract unless the trustee:

1. Promptly cures all defaults under this Contract;
2. Promptly compensates the Commonwealth for the monetary damages incurred as a result of such default; and
3. Provides adequate assurance of future performance, as determined by the Commonwealth.

4.04.03-Code of Ethics

The Contractor and all ~~professional~~ personnel who may provide services under this Contract or any subcontract with the Contractor shall ~~be familiar with and~~ abide by any ~~and all code applicable codes~~ of ethics or conduct ~~as designated by CHFS that have been established by a national or regional association and are generally recognized as being applicable.~~ Failure of the Contractor to abide by ~~the applicable code codes~~ of ethics ~~shall or conduct may~~ result in the immediate termination of the ~~e~~Contract

4.04.04-Notices and Pamphlets

All notices, employment, advertisements, information pamphlets, research reports, and similar public notices prepared and released by the Contractor, pursuant to this Contract, shall include a statement identifying the

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appropriate source of funds, for the project or service, including but not limited to, identifying whether the funding is in whole or in part from federal, CHFS, or other state funds.

4.04.05-Scientific Misconduct

~~The If applicable, the~~ Contractor shall set out a procedure for the inquiry, investigation, appeal, and disposition of complaints alleging misconduct in activities involving any, ~~and all~~ research projects funded, in whole or in part, with federal funds included in this Contract, and as authorized under the Public Health Services research grants. Such policies and procedures shall be in accordance with ~~the provisions of~~ 42 CFR Part 93 ~~as amended~~, and shall be made available, upon request, to CHFS. The Contractor shall immediately ~~report to notify~~ CHFS of any activity reported to the Contractor ~~under these terms and conditions. Notice shall be sent in writing to the Department this section.~~

4.04.06-Intellectual Property

~~The Contractor agrees that any formulae, methodology, or other reports and compilations of data provided by the Department to the Contractor to meet the terms and conditions of this Contract shall be the exclusive property of CHFS, unless the specific ownership of any proposed or developed formulae, methodology, or other reports and compilations of data is otherwise identified in any Attachment(s). The Contractor further agrees that any formulae, methodology, other reports and compilations of data prepared or produced by the Contractor during the course of work pursuant to this Contract shall be made available to CHFS for the Cabinet's use upon request and without charge. Any use of these materials other than to meet the terms and conditions of this Contract must be reviewed and approved in advance by CHFS.~~

~~If any of these materials are included in any publication, training materials, or presentations, or for any other type of release of this material other to meet the terms and conditions of this Contract, appropriate credit for the funding source must be given. This provision shall be included in any subcontract, including contracting for staff, issued by the Contractor under this Contract.~~

~~Any proposed project under the scope of work for any of the Projects set forth under the Summary Line Item Section in this Contract shall include specific documentation and justification for titles of ownership as:~~

- ~~1. Patents;~~
- ~~2. Trademarks as proposed or registered with the U.S. Patent and Trademark Office; or~~
- ~~3. Copyrights proposed or certified with the Library of Congress, U.S. Copyright Office.~~

~~Any formulae, methodology, or other reports and compilations of data provided by CHFS to the Contractor to meet the terms and conditions of this Contract shall be the exclusive property of CHFS. Any other use of these materials must be reviewed and approved in advance by CHFS. Any intellectual property owned by the Contractor prior to this Contract shall remain the exclusive property of the Contractor.~~

~~Any formulae, methodology, other reports, or compilations of data prepared or produced by the Contractor pursuant to this Contract shall, upon request, be made available for use by CHFS without charge. The Cabinet reserves a royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the formulae, methodology, or other reports and compilations of data prepared or produced under this Contract.~~

4.04.07-Certification Regarding Drug-Free Workplace

~~The Contractor hereby certifies that it will, or will continue to, provide a drug-free workplace in accordance with 2 CFR Part 182. The Contractor shall at a minimum:~~

- ~~1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited from the Contractor's workplace and specifying actions that will be taken against employees for violation of such prohibition;~~
- ~~2. Establish an ongoing drug-free awareness program to inform employees about:~~
 - ~~A. The dangers of drug abuse in the workplace;~~
 - ~~B. The Contractor's policy of maintaining a drug-free workplace;~~
 - ~~C. Available drug counseling, rehabilitation, and employee assistance programs; and~~

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~~D. The penalties that may be imposed upon employees for drug abuse violation.~~

~~4.04.08-Data Use Agreement~~

~~Not Required~~

~~4.04.09-4.04.07-Business Associate Agreement~~

The Contractor shall comply with and execute the attached Business Associate Agreement (BAA) that is in accordance with HIPAA and outlines the requirements imposed by the Health Information Technology for Economic and Clinical Health (HITECH) Act, as enacted by the American Recovery and Reinvestment Act of 2009.

For the purposes of the Business Associate Agreement the following entities are defined:

Covered Entity:

Cabinet for Health and Family Services
275 East Main Street
Frankfort, KY 40621

Business Associate:

Kenton County Fiscal Court
1840 Simon Kenton Way
Suite 5100
Covington, KY, 41011

SECTION 5-FEDERAL REQUIREMENTS

If federal funds are utilized, the Contractor is responsible for complying with all applicable provisions of 2 CFR Part 200, Appendix II, ~~regarding Contract provisions for non-federal entity Contracts under federal award.~~

~~The following terms shall apply:~~

5.00-Certain Provisions Contained Within 2 CFR, Part 200, Appendix II

5.00.01-Clean Air Act and Federal Water Pollution Control Act

The Contractor and Subcontractors shall ~~agree to~~ comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the HHS and the appropriate Regional Office of the Environmental Protection Agency.

5.00.02-Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transactions

In accordance with Federal Acquisition Regulation 52.209-5, 2 CFR 180.300, 2 CFR 200.318, 2 CFR 200.303, and FAP 111-59-00, the Contractor ~~shall certify~~, certifies, by signing the Contract, that to the best of its knowledge and belief, the Contractor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency. If debarred during the life of the contract, the vendor shall notify the Commonwealth buyer of record within seventy-two (72) hours of the federal debarment.

For this certification, "Principals," means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

5.00.03-Certification of Lobbying Activities

The Contractor shall disclose any lobbying activities in accordance with Section 1352, Title 31, U.S. Code. The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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

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agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

5.00.04-Equipment

For reimbursement-type contracts, the Contractor shall not purchase equipment or property with contract funds, unless ~~and except as~~ specifically authorized under the scope of work and specifications of this Contract.

Equipment and property reimbursed by CHFS to fulfill the requirements of this Contract, and that may include, but not be limited to, furniture, computer software, computer hardware, office equipment, and supplies with any single item purchase of \$5,000.00 or greater (capital expenditures), requires prior approval by the Cabinet and the federal agency before the federal government will allow the costs in accordance with [2 CFR, Part 200](#).

5.00.05-Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR § 200.216 ~~Prohibition on certain telecommunications and video surveillance services or equipment~~ Contractors and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

5.00.06-Domestic Preferences for Procurements

In accordance with 2 CFR § 200.322 ~~Domestic preferences for procurements~~.

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other

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manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

5.00.07 Procurement of Recovered Materials

In accordance with 2 CFR § 200.323 ~~Procurement of recovered materials.~~

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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Memorandum of Agreement Standard Terms and Conditions

Revised August 2025

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.

The Commonwealth will make payment within thirty (30) working days of receipt of contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or his representative.

2.00 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.

3.00 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.

4.00 Reduction in Contract Worker Hours

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

If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement 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.

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5.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "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).

6.00 Violation of tax and employment laws

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

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

7.00 Nondiscrimination

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The Equal Employment Opportunity Act of 1978 (the “Act”), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
- (b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin.
- (c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.
- (d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

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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.

CHFS Cabinet Approval:

Signature

Title

Printed Name

Date

Contractor Approval:

Signature

Title

Printed Name

Date

CHFS Department Review:

Signature

Title

Printed Name

Date

Approved as to form and legality:

Attorney

Date



Brian M. Butler
Chief Deputy

Jude S Hehman
Sheriff's Office
Kenton County, Kentucky

Kenton County Building
1840 Simon Kenton Way, Suite 1200
Covington, Kentucky 41011



Office: 859-392-1800
Fax: 859-392-1829

MEMORANDUM

DT: 30 January 2026

TO: Sue Kaiser

FR: Jerry Knochelmann

RE: Surplus Vehicle

A handwritten signature in black ink, appearing to be "JK", written over the word "Vehicle" in the RE line.

Sue,

We are going to surplus this vehicle.

1. 2016 Dodge Charger VIN#2C3CDXKT9GH342073

Will you put these on the agenda for the Fiscal Court meeting on 10 February 2026?

Thanks,
Jerry



To: Treasury
From: Jailer Marc Fields
Date: February 3, 2026
Topic: Food- Chemical Products

Kenton County Detention Center is requesting to put out for bid a Food and Chemical Products contract for kitchen products.

Marc Fields, Jailer



To: Treasury
From: Jailer Marc Fields
Date: 3 February 2026
Topic: Locker Room Remodel

Kenton County Detention Center requests permission to put out RFP for Locker Room Remodel/Demolition. This is in the Fiscal Court Capital of 2026 for \$95,000.00.

Jailer Marc Fields



FUNDING AGREEMENT

This Funding Agreement ("Agreement") is made and entered into by and between:

Kenton County Fiscal Court having its principal office located at 1840 Simon Kenton Way Suite 5200 Covington, KY 41011 (the "Funder"),
and

Cincy Bike Share Inc., dba Red Bike, a nonprofit corporation organized and existing under the laws of the State of Ohio, with its principal office located at 600 Central Avenue Cincinnati, OH 45202 (the "Recipient").

Collectively referred to as the "Parties."

1. Purpose of Funding

The Funder agrees to provide financial support to the Recipient in the amount of \$5000.00 per year for a period of three (3) years, for a total of \$15,000.00, to be used exclusively for operational support in alignment with Red Bike's mission as a nonprofit public charity described in Section 501(c)(3) of the Internal Revenue Code (the "Code"). Funds may not be used to (a) attempt to influence legislation or (b) participate in political campaigns on behalf of or in opposition to any candidate for public office. All funds shall support activities conducted within the Greater Cincinnati region.

2. Term and Disbursement Schedule

This Agreement shall commence on the date of the initial disbursement and continue for three (3) years thereafter. The Funder shall make annual disbursements of \$5000.00 on or around the anniversary of the first payment, subject to the Recipient's compliance with the terms of this Agreement.

3. Public Charity Status

The Recipient affirms that it is a tax-exempt public charity under Sections 170(b)(1)(A), 501(c)(3), and 509(a) of the Code. A copy of the IRS determination letter confirming this status shall be submitted with the executed Agreement. The Recipient agrees to notify the Funder immediately of any change in its public charity status.

4. Use of Funds and Adjustments

Funds must be used solely for the purposes described in Section 1. If any portion of the funds is misapplied or remains unspent at the end of the funding period, the Funder may

request such funds be returned. Uncommitted funds remaining at the end of the term shall be returned to the Funder unless otherwise agreed in writing.

5. Accounting and Recordkeeping

The Recipient agrees to maintain complete and accurate financial and administrative records related to the use of the funds for at least two (2) years following the conclusion of the funding period. Upon reasonable notice, and at the Funder's expense, the Funder reserves the right to inspect or audit relevant records.

6. Reporting Requirements

The Recipient shall provide the Funder with an annual report within thirty (30) days following the conclusion of each year of the agreement. This report shall include a summary of operational outcomes supported by the funding and a brief financial statement of fund usage. Reports shall be submitted electronically to [funder_email@example.com].

7. Recognition

The Recipient agrees to recognize the Funder's support in appropriate communications, materials, and publications. Any public announcements or press releases referencing this Agreement must be submitted to the Funder for review and approval prior to release.

8. No Personal Benefit

The Recipient affirms that the funding under this Agreement does not satisfy any personal obligation or pledge of any third party and that no individual or entity associated with the Funder will receive any personal benefit as a result of this funding.

9. Governing Law and Jurisdiction

This Agreement shall be governed by and construed under the laws of the State of Ohio. Any disputes arising out of or related to this Agreement shall be resolved exclusively in the state or federal courts located in Ohio.

10. Payment Schedule

The initial annual disbursement shall be issued within thirty (30) days of receipt of a fully executed Agreement by the Funder. The Recipient shall confirm receipt by email.

IN WITNESS WHEREOF, the Parties have executed this Funding Agreement as of the dates written below.

FOR THE FUNDER:

Signature: _____

Name:

Title:

Organization: Kenton County Fiscal Court

Date: _____

FOR THE RECIPIENT:

Cincy Bike Share Inc. dba Red Bike

Signature: _____

Name: Doug McClintock

Title: Executive Director

Date: _____



MEMORANDUM

DATE: February 5, 2026
TO: Kenton County Fiscal Court
FROM: Rachel Ackerson, Purchasing Manager
RE: Landscape/Lawn Services

The Kenton County Purchasing Department is requesting permission from the Kenton County Fiscal Court to extend the Landscape/Lawn Services contract with Merkle Lawn Care Co. with the agreed price increases listed below.

This will be the second and last extension of the initial contract that started on July 1, 2023, with an option to extend for two, one (1) year periods upon a written request by the Contractor and with the approval of the Kenton County Fiscal Court. The contract extension will start March 1, 2026, through November 30, 2026.

This recommendation was discussed and confirmed by Kenton County Assistant Administrator, Scott Gunning.

Thank you for your consideration.



LEADING FROM THE FRONTIER TO THE FUTURE

Location	2026 Season Cost	2025 Season Cost	Increase Per Mow
Geroge Bowman Park	\$334.75	\$328.19	\$6.56
Doe Run Dam	\$635.01	\$622.56	\$12.45
Middleton Mills Park	\$621.72	\$609.53	\$12.19
Saylor Woods Parks	\$160.30	\$157.16	\$3.14
Latonia Lakes	\$219.24	\$214.94	\$4.30
Richardson Road Park	\$384.26	\$376.73	\$7.53
Kenton County Courthouse	\$413.73	\$405.62	\$8.11
Animal Shelter	\$127.30	\$124.80	\$2.50
Pioneer Park	\$959.47	\$940.66	\$18.81
Pioneer Stateside Park	\$387.79	\$380.19	\$7.60
Lincoln Ridge Park	\$1,407.28	\$1,379.69	\$27.59
Old Parks Office	\$160.30	\$157.16	\$3.14
Elite Drive	\$195.67	\$191.83	\$3.84
Totals	\$6,006.82	\$5,889.06	\$117.76



MEMORANDUM

DATE: February 5, 2026

TO: Kenton County Fiscal Court

FROM: Rachel Ackerson, Purchasing Manager

RE: Request for Approval to Solicit Bids for Office and Janitorial Supplies

The Kenton County Purchasing Department is requesting permission from the Kenton County Fiscal Court to proceed with solicitation of bids for Office and Janitorial Supplies. Our current contract with Federal Supply is set to expire March 12, 2026, with no remaining renewals.

Thank you for your consideration.



February 4th, 2026

To: Kenton County Fiscal Court

From: Jessica Ramsey

Re: Proposal 27934-10-0 - S2/Lenel NetVR licensing for Animal Shelter & Independence Courthouse

The attached Service Agreement covers the S2/Lenel NetVR camera system software licensing from November 30th 2024 (when it originally expired), up until November 30th, 2026. This includes licensing and support for 14 cameras spread between the two facilities.

This two year coverage brings our software licensing back into compliance so we can continue to receive support and updates. The total for both years is \$2,438.00, to be paid from the Technology Services budget.

Thank you,

Jessica Ramsey
Director of Technology Services
jessica.ramsey@kentoncounty.org



Kenton County Ind Courthouse S2 SUSP Catch Up Only

Proposal: 27934-10-0

Prepared for:

Kenton County Administration

Jessica Ramsey
1840 Simon Kenton Way
Covington, KY 41011

t: (859) 392-1474

e: Jessica.Ramsey@Kentoncounty.Org

Prepared by:

Integrated Protection Services

Steve Stigall
5303 Lester Road
Cincinnati, Ohio 45213-

p: (513) 631-5505

e: sstigall@integratedprotection.com

Proposal date:

February 04, 2026

Valid to:

February 18, 2026

SCOPE OF WORK

Kenton County Ind Courthouse S2 SUSP Catch Up Only
Proposal: 27934-10-0
Date: February 04, 2026

Customer: Kenton County Administration

Site: Independence Courthouse Clerk
5272 Madison Pike
Independence, KY 41051

Billing: Kenton County Administration
1840 Simon Kenton Way
Covington, KY 41011

Contact: Jessica Ramsey
(859) 392-1474
Jessica.Ramsey@Kentoncounty.Org

System ID: 257253
LID: 2B74B6C1-47913BA4-41B3F207-04FB382EE4338EE2

The system ID is shared by Kenton County Independent Courthouse and Animal Services.

The S2 Video SUSP expired 11/30/2024. This renews thru 11/30/2026.

One service call to modernize the system and update licenses.

PROJECT INVESTMENT

Kenton County Ind Courthouse S2 SUSP Catch Up Only
Proposal: 27934-10-0
Date: February 04, 2026

Customer: Kenton County Administration

Site: Independence Courthouse Clerk
5272 Madison Pike
Independence, KY 41051

Billing: Kenton County Administration
1840 Simon Kenton Way
Covington, KY 41011

Contact: Jessica Ramsey
(859) 392-1474
Jessica.Ramsey@Kentoncounty.Org

S2 SUSP

QTY	Manufacturer	Part #	Description
28	LENEL	S2-SUSP-EXP-NETVR	NetBox SUSP PLAN - Expired NetVR per Channel

Labor Schedule for: S2 SUSP

Description

Security Technician

Financial Summary

Total Proposal Amount: **\$2,438.00**

Note: The above price does not include sales tax.

PROJECT INVESTMENT

Kenton County Ind Courthouse S2 SUSP Catch Up Only
Proposal: 27934-10-0
Date: February 04, 2026

Exclusions and Clarifications

IPS Statement on Price Increases and Shipping Delays

Due to raw material shortages, supply chain issues, market volatility, OEM manufacturing problems and shipping delays, please note the following:

- IPS cannot guarantee pricing for any project beyond 14 days from the date of this proposal. Any quotes accepted beyond this time frame may be subject to price increases based on current supplier pricing.
- Equipment Manufacturers are experiencing delivery delays on nearly all product lines. IPS will not be held responsible for any failure to meet project deadlines due to supply chain issues beyond our control.

FINAL NOTES: IF THIS PROJECT REQUIRES PAYMENT OF PREVAILING WAGES UNDER STATE OR FEDERAL GUIDELINES, THIS QUOTATION MAY REQUIRE AN ADDITIONAL CHARGE FOR INCREASED WAGE REQUIREMENTS. UNLESS SPECIFICALLY LISTED, THIS QUOTATION DOES NOT INCLUDE SALES TAX, INSTALLATION, PERMITS, BONDS, OR FEES. ORDINARY SHIPPING & HANDLING IS INCLUDED. EXPEDITED SHIPPING REQUIRES ADDITIONAL CHARGES. ALL EQUIPMENT IS WARRANTED FOR A PERIOD OF (1) YEAR FROM FINAL CHECK-OUT OR FIRST BENEFICIAL USE. WHEN LISTED, TECHNICIAN PROGRAMMING & START-UP INCLUDES ONE (1) COMPLETE SYSTEM CHECK-OUT. UNLESS OTHERWISE NOTED, ON-SITE TECHNICAL SUPPORT REQUIRES TWO (2) WEEKS NOTICE FOR SCHEDULING. UNLESS NOTED, ALL TECHNICIAN WORK SHALL BE PERFORMED DURING NORMAL BUSINESS HOURS M-F, 7:30AM-4PM. IF REQUIRED, TECHNICIAN TROUBLESHOOTING FOR WIRING DEFECTS SUCH AS GROUND FAULTS, MIS-WIRED, SHORTED, AND OPEN CIRCUITS ON WIRING INSTALLED BY OTHERS WILL BE INVOICED AT STANDARD IPS SERVICE RATES.

PAYMENT TERMS:

1. IPS WILL INVOICE FOR START-UP AND ENGINEERING UPON RECEIPT OF PURCHASE ORDER
2. IPS WILL INVOICE FOR ALL EQUIPMENT UPON RECEIPT BY IPS
3. IPS MAY REQUIRE A DEPOSIT FROM CUSTOMER IF MANUFACTURER REQUIRES A DOWN PAYMENT FOR SPECIAL ORDER OR LONG LEAD TIME EQUIPMENT
4. IPS WILL PROGRESS INVOICE FOR ALL LABOR DURING THE PROJECT
5. ALL PAYMENTS ARE DUE NET 20.

TERMS & CONDITIONS

Kenton County Ind Courthouse S2 SUSP Catch Up Only
Proposal: 27934-10-0
Date: February 04, 2026

Accepted By: Integrated Protection Services

Name: Steve Stigall

Signature: _____

Title: _____

Date: _____

Accepted By: Kenton County Administration

Name: _____

Signature: _____

Title: _____

Date: _____



February 4th, 2026

To: Kenton County Fiscal Court

From: Jessica Ramsey

Re: Proposal 27934-9-0 - S2/Lenel NetVR licensing for KCECC

The attached Service Agreement covers the S2/Lenel NetVR camera system software licensing from August 30th 2023 (when it originally expired), up until August 30th, 2026. This includes licensing and support for 21 cameras spread between the two facilities.

This three year coverage brings our software licensing back into compliance so we can continue to receive support and updates. The total for all three years is \$5,361.49, to be paid from the Technology Services budget.

Thank you,

Jessica Ramsey
Director of Technology Services
jessica.ramsey@kentoncounty.org



Kenton County Police Administration S2 SUSP Catch Up Only

Proposal: 27934-9-0

Prepared for:

Kenton County Administration

Jessica Ramsey
1840 Simon Kenton Way
Covington, KY 41011

t: (859) 392-1474

e: Jessica.Ramsey@Kentoncounty.Org

Prepared by:

Integrated Protection Services

Steve Stigall
5303 Lester Road
Cincinnati, Ohio 45213-

p: (513) 631-5505

e: sstigall@integratedprotection.com

Proposal date:

February 04, 2026

Valid to:

February 18, 2026

SCOPE OF WORK

Kenton County Police Administration S2 SUSP Catch Up Only
Proposal: 27934-9-0
Date: February 04, 2026

Customer: Kenton County Administration

Site: Kenton County Police
Administration
11777 Madison Pike
Independence, KY 41051

Billing: Kenton County Administration
1840 Simon Kenton Way
Covington, KY 41011

Contact: Jessica Ramsey
(859) 392-1474
Jessica.Ramsey@Kentoncounty.Org

System ID: 243553
LID: 15D014A7-41FFE015-2EC370BFE2CB4AE1-AFF2E5A4

Police Admin S2 NETVR SUSP has been expired since 8/30/23.

This order catches up on lapsed licenses and keeps active to 8/30/26.

One service call to modernize the system and update licenses.

PROJECT INVESTMENT

Kenton County Police Administration S2 SUSP Catch Up Only
Proposal: 27934-9-0
Date: February 04, 2026

Customer: Kenton County Administration

Site: Kenton County Police
Administration
11777 Madison Pike
Independence, KY 41051

Billing: Kenton County Administration
1840 Simon Kenton Way
Covington, KY 41011

Contact: Jessica Ramsey
(859) 392-1474
Jessica.Ramsey@Kentoncounty.Org

S2 SUSP

QTY	Manufacturer	Part #	Description
63	LENEL	S2-SUSP-EXP-NETVR	NetBox SUSP PLAN - Expired NetVR per Channel

Labor Schedule for: S2 SUSP

Description

Security Technician

Financial Summary

Total Proposal Amount: \$5,361.49

Note: The above price does not include sales tax.

PROJECT INVESTMENT

Kenton County Police Administration S2 SUSP Catch Up Only
Proposal: 27934-9-0
Date: February 04, 2026

Exclusions and Clarifications

IPS Statement on Price Increases and Shipping Delays

Due to raw material shortages, supply chain issues, market volatility, OEM manufacturing problems and shipping delays, please note the following:

- IPS cannot guarantee pricing for any project beyond 14 days from the date of this proposal. Any quotes accepted beyond this time frame may be subject to price increases based on current supplier pricing.
- Equipment Manufacturers are experiencing delivery delays on nearly all product lines. IPS will not be held responsible for any failure to meet project deadlines due to supply chain issues beyond our control.

FINAL NOTES: IF THIS PROJECT REQUIRES PAYMENT OF PREVAILING WAGES UNDER STATE OR FEDERAL GUIDELINES, THIS QUOTATION MAY REQUIRE AN ADDITIONAL CHARGE FOR INCREASED WAGE REQUIREMENTS. UNLESS SPECIFICALLY LISTED, THIS QUOTATION DOES NOT INCLUDE SALES TAX, INSTALLATION, PERMITS, BONDS, OR FEES. ORDINARY SHIPPING & HANDLING IS INCLUDED. EXPEDITED SHIPPING REQUIRES ADDITIONAL CHARGES. ALL EQUIPMENT IS WARRANTED FOR A PERIOD OF (1) YEAR FROM FINAL CHECK-OUT OR FIRST BENEFICIAL USE. WHEN LISTED, TECHNICIAN PROGRAMMING & START-UP INCLUDES ONE (1) COMPLETE SYSTEM CHECK-OUT. UNLESS OTHERWISE NOTED, ON-SITE TECHNICAL SUPPORT REQUIRES TWO (2) WEEKS NOTICE FOR SCHEDULING. UNLESS NOTED, ALL TECHNICIAN WORK SHALL BE PERFORMED DURING NORMAL BUSINESS HOURS M-F, 7:30AM-4PM. IF REQUIRED, TECHNICIAN TROUBLESHOOTING FOR WIRING DEFECTS SUCH AS GROUND FAULTS, MIS-WIRED, SHORTED, AND OPEN CIRCUITS ON WIRING INSTALLED BY OTHERS WILL BE INVOICED AT STANDARD IPS SERVICE RATES.

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5. ALL PAYMENTS ARE DUE NET 20.

TERMS & CONDITIONS

Kenton County Police Administration S2 SUSP Catch Up Only
Proposal: 27934-9-0
Date: February 04, 2026

Accepted By: Integrated Protection Services

Name: Steve Stigall

Signature: _____

Title: _____

Date: _____

Accepted By: Kenton County Administration

Name: _____

Signature: _____

Title: _____

Date: _____



February 4th, 2026

To: Kenton County Fiscal Court

From: Jessica Ramsey

Re: Dell Quote 3000198813893 for custom hardware for Dispatch

As part of our standard FY26 asset replacement, a number of computers have been identified as needing replacement in Dispatch. Due to the special technical needs of Dispatch personnel and CAD software, we recommend that custom computers be purchased.

The state contract with Dell is the most cost effective way to purchase custom built computers. Therefore I am requesting permission to forego multiple quotes from other vendors, and purchase directly through the state NASPO contract (Master agreement 758-2400000211) for the custom hardware on the attached quote 30001988183893.

Thank you,

Jessica Ramsey
Director of Technology Services
jessica.ramsey@kentoncounty.org



A quote for your consideration.

To retrieve this eQuote online, log in to your [Dell Premier Page](#) and search for your eQuote number under “Quotes” in the top menu bar.

Quote No.:	3000198813893.1
Total (USD):	\$7,370.76
eQuote Name:	FY26 Dispatch Asset Replacement
eQuote Creator:	jessica.ramsey@kentoncounty.org
Quoted On:	Feb. 04, 2026
Expires By:	Feb. 18, 2026
Company Name:	COUNTY OF KENTON
Customer Number:	530035609090
Phone:	8593921400
Premier Page Name:	KENTON COUNTY, KY
Contract Code:	C000001119041
Customer Agreement Number:	23026 / MA 758 2400000211

Billing Address:
COUNTY OF KENTON
SERVICES TECHNOLOGY
1840 SIMON KENTON WAY
STE 5200
COVINGTON , KY 41011-3696

Pricing Summary				
	Qty	Unit Price	Discounted Unit Price	Subtotal
1. Dell Pro 16 Laptop	4	\$2,385.62	\$1,407.52	\$5,630.08
Premier discount		- \$978.10		
2. Dell Pro Slim Plus Desktop	1	\$2,098.66	\$1,238.21	\$1,238.21
Premier discount		- \$860.45		
3. Dell Pro Dock - WD25	3	\$249.99	\$167.49	\$502.47
Premier discount		- \$82.50		
			Subtotal:	\$7,370.76
			Shipping:	\$0.00
			Estimated Tax:	\$0.00
			Total (USD):	\$7,370.76

Shipping Address:
Kenton County Technology Services
Services Technology
1840 Simon Kenton Way
Ste 3200
Covington , KY 41011

Shipping Method:
FREE Standard Delivery

Product Details

		Qty	Unit Price	Subtotal
1.	 Dell Pro 16 Laptop (210-BQPD) Order Code: xcto_pc16255_usrfs	4	\$1,407.52	\$5,630.08
Module	Description	Product Code	SKU	Qty
Base	Dell Pro 16 XCTO Base	GEX874L	210-BQPD	1
Processor	AMD Ryzen™ 5 220 Processor (22 MB cache, 6 cores, 12 threads, up to 4.9 GHz)	G73KB9Z	338-CSVN	1
Operating System	Windows 11 Pro	G0VA5W2	619-BBQD	1
Chassis Options	Magnetite color, textured finish	GOU21XR	321-BLVM	1
Memory	32 GB: 1 x 32 GB, DDR5, 5600 MT/s	G4K1M6D	370-BDCT	1
Base Options	AMD Ryzen™ 5 220 Processor with AMD Radeon™ 740M graphics	GD98IKU	338-CSLT	1
Storage	512 GB, SSD	GZNG3WB	400-BSKR	1
Operating System Language Pack	English, French, Spanish, Brazilian Portuguese	GALH68M	619-BBPD	1
Display	16", Touch, FHD+, IPS, Anti-Glare, 300 nits, 45% NTSC, FHD IR Cam	GQY6IG5	391-BJYN	1
PalmRest	No Fingerprint Reader	GSZ5I64	346-BLXN	1
Camera	FHD HDR + IR Camera, Facial Recognition, TNR, Camera Shutter, Microphone	GVATBU9	319-BBKH	1
Keyboard	English US backlit Copilot key keyboard with numeric keypad	GG30E6K	583-BMQF	1
Mouse	No Mouse	G8043UZ	570-AADK	1
Wireless Driver	MT7922 WLAN Driver	G76Q1IP	555-BMGY	1
Wireless	MediaTek Wi-Fi 6E MT7922, 2x2, 802.11ax, MU-MIMO, Bluetooth® wireless card	GNVJFY0	555-BMFT	1
Mobile Broadband	No Mobile Broadband Card	GR957IY	556-BBCD	1
Primary Battery	3-cell, 45 Wh, ExpressCharge™ Capable, ExpressCharge™ Boost Capable	GLWJZ28	451-BDKT	1
Power Supply	65W AC adapter, USB Type-C	GA2KE8W	492-BDTG	1
Power Cord	E4 Power Cord 1M for US	GC90V4B	537-BBDO	1
Placemat	Quick Start Guide	GP3NZRO	340-DVJB	1
Documentation	Documentation	GUX97AW	340-DNBV	1
ENERGY STAR	ENERGY STAR Qualified	G6J34SM	387-BBLW	1
FGA Module	No FGA	NOFGA	817-BBBB	1
Shipping Material	Dell Pro 16 AMD Mix Model Type-C	GXZ345A	340-DVJC	1
Transportation from ODM to region	Standard Shipment (S)	G7DC6AK	800-BBQN	1
EAN POD label	No UPC/EAN Label	G8WGTYN	389-BCGW	1
EPEAT	EPEAT Gold with Climate+	GBU8CHM	379-BDZB	1

Additional Opticals	No Removable CD/DVD Drive	GDCPVR0	429-AATO	1
Standard Hardware Support Service	3Y ProSupport Next Business Day Onsite Service after remote diagnosis with HW-SW Support	GYG9HJW	714-0174,714-0181,714-0197,714-0313,975-3461,989-3449	1
Windows AutoPilot	No AutoPilot	GYEO2AP	340-CKSZ	1
Microsoft Office	Activate Your Microsoft 365 For A 30 Day Trial	GHKU96A	630-ABBT	1
Non-Microsoft Application Software	Dell Additional SW - Dell Pro Laptop	GXZLT89	658-BFWZ	1
Home and Small Business Security solutions	None	GD4K19S	650-AAAM	1
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	620-AALW	1
		Qty	Unit Price	Subtotal
2.	 Dell Pro Slim Plus Desktop (210-BPPF) Order Code: bts102d_qbs1250_usrfs	1	\$1,238.21	\$1,238.21

Module	Description	Product Code	SKU	Qty
Processor	Intel® Core™ Ultra 5 235 (13 TOPS NPU, 14 cores, up to 5.0GHz)	GW7LI98	338-CRZK	1
Operating System	Windows 11 Pro	G0VA5W2	619-BBQD	1
Memory	16GB: 1 x 16GB, DDR5, up to 5600 MT/s, non-ECC	GNW6OVA	370-BCWX	1
Storage	512 GB SSD, TLC	G57MX6A	400-BSWX,773-BBBC	1
Additional Storage	No Additional Hard Drive	G780XKR	401-AANH	1
Graphics	Integrated Graphics	GCI0475	490-BKSX	1
Wireless	No Wireless LAN Card	GNMR3AS	555-BLXL	1
Wireless Driver	None	GQMKF4C	340-AFMQ	1
Add-in Cards	No Additional Add In Cards	GNV4J7Q	382-BBHX	1
Serial Port Adapter	No PCIe add-in-card	GVEYOQ7	492-BBFF	1
Operating System Language Pack	English, French, Spanish, Brazilian Portuguese	GALH68M	619-BBPD	1
Optical Software	CyberLink Media Essentials for Windows	GKTEFA5	430-XYIX	1
Chassis Options	Dell Pro Slim Plus QBS1250 with 260W PSU	G23SVZI	329-BKSP	1
Keyboard	Dell Pro Keyboard and Mouse - KM5221W - US English - Black	G4KLMAZ	580-BCCH	1
Mouse	Mouse included with Keyboard	GU54MYP	570-AADI	1
Cables and Dongles	No Additional Cable	GIX0L8M	379-BBCY	1
Stands and Mounts	No Stand or Mount	GJO5ZSE	575-BBBI	1
ENERGY STAR	ENERGY STAR Qualified	G6J34SM	387-BBLW	1
Power Cord	System Power Cord (US)	GA5894N	450-AAOJ	1
Documentation	Documentation	GUX97AW	340-DNBV	1

System		G5UVY8E		1
Monitoring Options	Watch Dog SRV		379-BFYR	
Placemat	Quick Start Guide	G39DK1E	340-DTTZ,389-FKHG	1
EAN/UPC Labels	Print on Demand Label	GMRSQL6	389-BDQH	1
TPM Security	Trusted Platform Module (Discrete TPM Enabled)	GJMDKT6	329-BBJL	1
Shipping Material	Shipping Material	G2PTIW0	340-DTSR,389-BBUU	1
Label	DAO Regulatory label for 260W PSU	G2H7W5F	389-FJYR	1
Intel Responsiveness Technologies	Driver/APP for IRST	G915M7G	658-BFTS	1
Processor Label	Intel® Core™ Ultra 5 Processor Label	GPLA7RK	389-FGFR	1
Transportation from ODM to region	DT BTS/BTP Shipment	GL09IMP	800-BBIP	1
Dell Pro Slim Plus QBS1250	Dell Pro Slim Plus QBS1250	G39LE5C	210-BPPF	1
Systems Management	No vPro® support	GVP91LO	631-BCBP	1
EPEAT	EPEAT Silver with Climate+	GTZOE2H	379-BDTO	1
FGA Module	QBS1250_ARL_102D/US/BTS	FG0001	998-HLLQ	1
Optical Drive	8x DVD+/-RW/RAM 9.5mm Slimline Optical Disk Drive	G3V418K	429-BBCG	1
Speakers	Internal speaker	GV8NWJ4	520-BBKW	1
Network Adapters (NIC)	No Additional Network Card Selected (Integrated NIC included)	G9MQCN3	555-BBJO	1
Optional Port Modules	No Additional Port	GWFXAL0	492-BCKH	1
TAA	No Federal Order	GUSA19Y	340-ACQQ	1
Additional Storage Devices - Media Reader	No Media Card Reader	GW2K1D6	379-BBHM	1
Raid Connectivity	NO RAID	GX5Q06T	817-BBBN	1
4th Storage	No Additional Hard Drive	G780XKR	401-AANH	1
Additional 3.5" HDD Storage	No Additional Hard Drive	G780XKR	401-AANH	1
3rd Storage	No Additional Hard Drive	G780XKR	401-AANH	1
Thermal Pad/Screw	None	GQMKF4C	340-AFMQ	1
Hard Drive Cables and Brackets	M.2 Caddy + ODD	G9LICNX	325-BGHH	1
Standard Hardware Support Service	3 Year Basic Onsite Service after remote diagnosis with Hardware-Only Support	GJH8T3M	717-8784,717-8795	1
Windows AutoPilot	No AutoPilot	GYEO2AP	340-CKSZ	1
Microsoft Office	Activate Your Microsoft 365 For A 30 Day Trial	GHKU96A	630-ABBT	1
Non-Microsoft Application Software	Dell Pro Slim Plus QBS1250	G1QR3A0	658-BFVK	1
Home and Small Business Security solutions	None	GD4K19S	650-AAAM	1

Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1		1
Speakers and Soundbars	No External Speaker	GTNM7E2	817-BBBC	1
Additional Add-In Card	No Additional Add In Cards	GNV4J7Q	382-BBHX	1
		Qty	Unit Price	Subtotal
3.	 Dell Pro Dock - WD25 (210-BRPX) Order Code: wd25sap	3	\$167.49	\$502.47

Module	Description	Product Code	SKU	Qty
Dell Pro Dock - WD25	Dell Pro Dock - WD25	GFQO3MP	210-BRPX	1
Service	3Y Basic Hardware Service with Advance Exchange after remote diagnosis	G2WT6CF	718-2029,718-2030	1

Need Help?



We're here to answer any of your Order Support questions. [Contact Us.](#)

CONNECT WITH DELL:



Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for Fourteen days from the date of this Quote. All products, pricing, and other information are based on the latest information available and are subject to change for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or resources, increase in the cost of manufacturing or other factors beyond Supplier's reasonable control. If such changes occur, pricing may be adjusted or purchase orders may be cancelled by Supplier, even after an order has been placed. Supplier also reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors and/or customer changes to Supplier's planned delivery date. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecifictterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Dell Marketing LP. U.S. only. Dell Marketing LP. is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682



DATE: February 5, 2026

TO: Kenton County Fiscal Court

FROM: Jacob Brooks, Assistant Treasurer

RE: RFP 26-14 HVAC Maintenance Repair Services

In reference to the successful completion of the bid process for RFP 26-14 for HVAC Maintenance Repair Services, the Kenton County Purchasing Department is recommending that we award the contract to Rusk Heating and Cooling to provide countywide HVAC maintenance and repair. Upon evaluation Rusk Heating and Cooling has provided a positive experience on past service calls, demonstrated applicable knowledge in the RFP response, as well as desirable staffing and billing practices.

Thank you for your consideration.



MEMORANDUM

TO: Kenton County Fiscal Court

FROM: _____
Scott Gunning, Assistant County Administrator

CC: Joe Shriver, County Administrator; Sue Kaiser, Fiscal Court Clerk

RE: Request to Accept an Amendment to the Design Services Agreement with Apex Aerial Works LLC at the New County Park.

DATE: February 5, 2026

This memorandum is to request approval of an amendment to the existing Design Services Agreement with Apex Aerial Works LLC (Go Ape) for the New Kenton County Park.

During a recent site visit with the design team, two additional potential canopy walk locations were identified within the park. These areas were determined to have the opportunity to enhance the overall park experience and complement the previously approved treetop and aerial elements.

The proposed amendment, attached for your review would expand the scope of the current design contract to include preliminary design and evaluation of two additional canopy walk concepts.

Thank you for your consideration and I look forward to answering any questions you might have on this matter.

Change in Services Authorization
Design Agreement for Aerial Adventure Amenities

This Change in Services Authorization (the “Authorization”) is pursuant to Exhibit A, Section 3.3 of the Design Agreement for Aerial Adventure Amenities between Apex Aerial Works LLC and Kenton County, Kentucky. Except as expressly set forth herein, all terms and conditions of the Design Agreement remain in full force and effect.

Client has requested an expansion of the Scope of the Design Work to include the following:

Canopy Walk A – Design of an aerial canopy walk connecting Ridge 2 and Ridge 3 within the area identified as Canopy Walk A on the Map attached as Schedule 1 to this Authorization. Canopy Walk A shall include up to 16 platforms and up to 16 suspension bridges with entrance and exit access.

Canopy Walk B – Design of an aerial canopy walk connecting the former Fox Run Golf Club and Lincoln Ridge Park within the area identified as Canopy Walk B on Schedule 1. Canopy Walk B shall include up to 16 platforms and up to 16 suspension bridges with entrance and exit access.

For both Canopy Walk A and Canopy Walk B, Client has requested that Apex provide additional add-on options, such as observation decks, netted features, aerial pod features, aerial picnic pods, etc (the “Optional Add-On Features”). The Optional Add-On Features shall be incorporated into the Phase 1 deliverable only (aerial layout view design) for consideration of further design work.

The parties have agreed that the Fee shall be increased by the following additional amounts:

- Canopy Walk A:
 - The additional fee for Canopy Walk A shall be a fixed fee in the amount of \$39,660 (the “Canopy Walk A Fee”) if Canopy Walk A is authorized and performed without Canopy Walk B in the scope of services. The agreed deliverables for this additional fee shall include Phase 1-3 deliverables as defined in Exhibit A of the Agreement plus incorporation of the Optional Add-On Features for the Phase 1 deliverable.
- Canopy Walk B:
 - The additional fee for Canopy Walk B shall be a fixed fee in the total amount of \$39,660 (the “Canopy Walk B Fee”) if Canopy Walk B is authorized and performed without Canopy Walk A in the scope of services. The agreed deliverables for this additional fee shall include Phase 1-3 deliverables as defined in Exhibit A plus incorporation of the Optional Add-On Features for the Phase 1 deliverable.
- Canopy Walk A and Canopy Walk B:
 - If Client authorizes the design services for both Canopy Walk A and Canopy Walk B concurrently under this Authorization, the total combined fixed fee for both shall be \$58,660. The reduced combined fee reflects anticipated efficiencies when both are designed as part of a unified scope.

- **Payment Milestones:** The Canopy Walk A Fee and Canopy Walk B Fee shall be invoiced and paid in accordance with the milestone payment schedule set forth in Exhibit A, applied proportionally to the additional fees.

Phase 2 and Phase 3 design services for Optional Add-On Features are **not** included in the Canopy Walk A Fee or Canopy Walk B Fee and shall require a Change of Services Authorization identifying scope, fee, and schedule adjustments. Following the completion of Phase 1 deliverables for Canopy Walk A and Canopy Walk B, Apex shall provide Client with cost information to complete Phase 2-3 design work for all Optional Add-On Features.

Scope Authorization.

By executing this Authorization, Client hereby authorizes Apex to perform the design services for the following (check one):

_____ Canopy Walk A only – Fixed fee of \$39,660

_____ Canopy Walk B only – Fixed fee of \$39,660

_____ Both Canopy Walk A and Canopy Walk B – Combined total fixed fee of \$58,660

The undersigned certify that they are duly authorized to execute this Change in Services Authorization on behalf of the respective party and that, upon execution, this document shall constitute a binding obligation of such party in accordance with its terms.

APEX AERIAL WORKS, LLC

By: _____

Name: _____

Title: _____

Date: _____

KENTON COUNTY, KY

By: _____

Name: _____

Title: _____

Date: _____





February 5th, 2026

To: Kenton County Fiscal Court

From: Jessica Ramsey

Re: Proposal from Seven Hills for COLA – Kenton County Auditor Tool

The attached proposal includes development of a new interface within the COLT Services software that allows Business Services auditors to more easily review all appropriate information about a return when completing an audit. Additionally, it will track all audits going forward, with details about the auditor and the findings.

The objective of this new feature is to expedite audits on returns, and to track important metrics about auditing so that the county can look for trends among accounts, cities, and personnel conducting the audits.

Total proposed cost is \$34,725.00, to be paid out of the Technology Services Software Projects budget.

Thank you,

Jessica Ramsey
Director of Technology Services
jessica.ramsey@kentoncounty.org



Seven Hills technology

KAT Proposal

Statement of Work

**Impactful Technology,
Hands-on Collaboration,
Good People.**

Created by:

Brian Adams
Seven Hills Technology

Prepared for:

Jessica Ramsey
Kenton County

Executive Summary

Kenton County is looking to streamline their audit process with a new tool that will help auditors quickly assess business tax returns for compliance. The Kenton Auditor Tool (KAT) will combine multiple data sources and automated checks to give auditors a clear picture of whether a return needs further investigation or can be approved. Additionally, the tool will provide a new way of tracking audits over time, to assist with evaluating their effectiveness and value.

Right now, auditors have to manually check multiple systems and do calculations by hand to verify that businesses are filing correctly. This takes time and leaves room for human error. KAT will pull all this information together on one screen and flag potential issues automatically.

What We're Building

The KAT tool will help auditors by:

Gathering Key Information Automatically

When an auditor enters an account number and tax year, KAT will immediately pull up:

- General Account Details
- Any delinquent returns on the account
- Payroll information filed in COLA (matching the business's fiscal year)
- Cities where the business has licenses
- Account History, including annual returns and transactions
- Account and Audit comment history

Spotting Red Flags

The tool will automatically flag situations like:

- Payroll reported in a city but no license or subject earnings for that city
- Companies that had payroll but didn't renew licenses in those cities
- Earnings for a city are greater than zero, but County earnings are zero
- There is a missing quarterly filing for the year

Tracking Audits

Once saved, the tool will create a record based on the audit findings, including:

- Name of the auditor who completed the audit
- Date and time audit was completed
- Reference to the account and filing that was audited
- Includes an Audit Comments field
- Tags for auditor findings
- Discrepancy amounts
- Final auditor assessment

Detailed Functionality

Main Audit Screen

- Navigation updated to include the KAT
- Simple account number and tax year entry
- Includes a field for auditor to add "Date Return Received" for the filing
- Automatic checks for delinquent returns
- Pulls payroll and city license information

Automated Verification

- Flags payroll reported without proper licenses
- Checks that license renewals match cities with payroll
- Checks quarterly returns for any missing filings
- Checks whether earnings are reported for a city, but no earnings for the county

Documentation and Reporting

- Lets auditors leave notes about the audit
- Button to generate an Audit Return (auditor will still key in amounts, for Return form will be generated with business information, and "AUDIT" printed on the form)
- Creates a record of the audit that tracks when it was completed, by whom, and the findings

Measuring Success

We'll track several key metrics to show the impact of the KAT tool on your audit process:

Time Efficiency

- Time from return submission to audit completion
- Reduction in back-and-forth between systems during audits

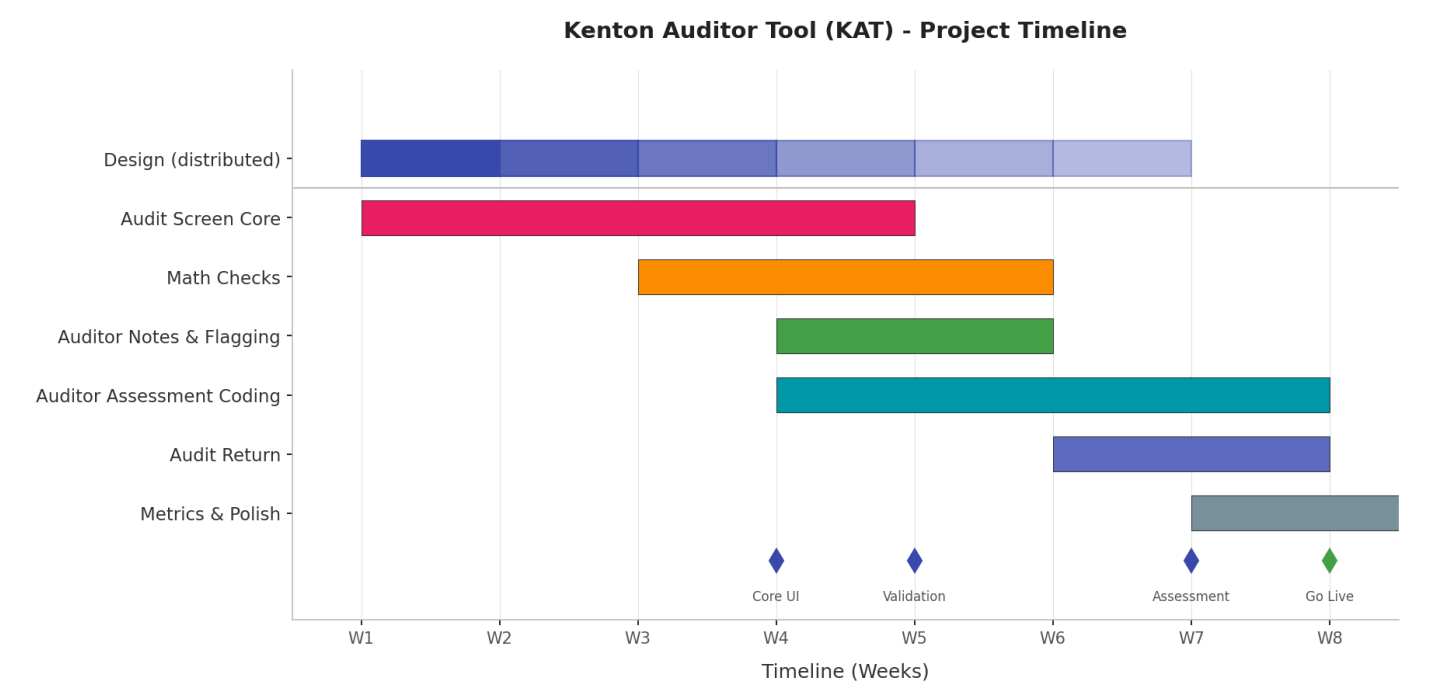
Process Quality

- Number of discrepancies caught automatically vs. manually
- Consistency of audit outcomes across different auditors

Workload Management

- Total returns processed per auditor per day/week

Timeline



Phase	Weeks
Design (Distributed)	1-6
Audit Screen Core	1-4
Math Checks/Automated Verification	3-5
Auditor Notes	4-5
Auditor Assessment Coding	4-7
Audit Return	6-7
Metrics & Polish	7-8+

Your Investment

This project will be billed as a fixed-price project. Invoices will be split into 4 equal amounts of \$8,681.25. The first invoice will be sent on project kickoff. Subsequent invoices will be sent semi-monthly. The final invoice will be held until the project is completed. Payment terms are NET 30.

Name	Total
KAT Implementation	\$34,725.00

Seven Hills Technology

Kenton County

Brian Adams

Jessica Ramsey

ABC Sign Company - 10000234 - 2025

Return

Page 1 INCLUDE ALL APPLICABLE FEDERAL FORMS, SCHEDULES AND STATEMENTS WITH RETURN. FOR OFFICE USE ONLY.

Annual Occupational Fee & Business License Renewal Return
Kenton County and Cities, Kentucky
Form ACCYREV 11/2024 - LICENSEE, NOT PROPRIETOR, RESPONSIBLE
FOR ALL INFORMATION AND PAYMENTS.
- DOWNLOAD INSTRUCTIONS, SCHEDULE N & G
- DO NOT STAPLE THIS FORM OR ATTACHMENT

☐ Check if new address, DBA, Name & Mailing Address.

PROVIDE ANY CHANGE OF INFORMATION HERE

Business Name: _____
Business Owner: _____
Address: _____
City, State, ZIP: _____

ACCOUNT NUMBER: _____ FISCAL YEAR: _____ TAXPAYER'S BUSINESS PHONE: _____ DUE DATE: _____

FEDERAL I.D. OR SOCIAL SECURITY NO: _____

NAME OF PROPRIETOR (PLEASE PRINT BUSINESS ID): _____
WAS THERE A CHANGE OF OWNERSHIP/ENTITY? ☐ NO ☐ YES ☐

NAME, NAME & ADDRESS OF PARTY OR CHANGE OF PROTECTION: _____
EXTENSION REQUEST AND EXTENSION FILING INSTRUCTIONS
- FOR A SIX (6) MONTH EXTENSION, MAKE A COPY OF THIS FORM AND PAY AT
LAWYER, KENTON COUNTY AND EXTENSION FILING INSTRUCTIONS
- ALLOCATE ALL EARNINGS PAYMENTS TO EACH CITY OR COUNTY
- TAXPAYER MUST FILE TO COUNTY AND TO APPLICABLE CITIES BELOW

Actual Return: Check this box if a return or supporting return was not or not received
payments were applied to each return or payment received.

COLUMN 1 CITY OR COUNTY	COLUMN 2 FEE TYPE	COLUMN 3 SUBJECT EARNINGS	COLUMN 4 RATE	COLUMN 5 FEE LIMITS MINIMUM MAXIMUM	COLUMN 6 FEE DUE	COLUMN 7 PAYMENT	COLUMN 8 TOTAL BUSINESS COSTS FOR 1041 (A)	COLUMN 9 PENALTY	COLUMN 10 INTEREST	COLUMN 11
KENTON COUNTY	NET	*****	*****	*****	*****	*****	*****	*****	*****	*****
BROMLEY	GROSS	0.0075	40,000	40,000	300	300	300	300	300	300
COVINGTON	NET	*****	*****	*****	*****	*****	*****	*****	*****	*****
CRESCENT SPRINGS	GROSS	0.0075	40,000	40,000	300	300	300	300	300	300
CRESTVIEW HILLS	GROSS	0.0075	40,000	40,000	300	300	300	300	300	300
EDGEWOOD	NET	0.0075	50,000	50,000	300	300	300	300	300	300
ELSMERE	NET	0.01	50,000	15,000	300	300	300	300	300	300
ERLANGER	GROSS	0.0075	40,000	40,000	300	300	300	300	300	300
FORT MITCHELL	GROSS	0.0075	40,000	40,000	300	300	300	300	300	300
FORT WRIGHT	GROSS	0.0075	40,000	40,000	300	300	300	300	300	300
INDEPENDENCE	GROSS	0.0075	40,000	40,000	300	300	300	300	300	300
LAKEVIEW PARK	GROSS	0.0075	40,000	40,000	300	300	300	300	300	300
LUULOW	GROSS	0.0075	40,000	40,000	300	300	300	300	300	300
PARK HILLS	GROSS	0.0075	25,000	25,000	300	300	300	300	300	300
RYLAND HEIGHTS	NET	0.01	40,000	40,000	300	300	300	300	300	300

Back Next

Summary

- Missing Schedule Y for Bromley
- Activity reported but no license for Erlanger
- Incorrect math for Bromley

Delinquent Returns

Active Licenses

Payroll

Totals	Q1	Q2	Q3	Q4
*****	*****	*****	*****	*****
*****	*****	*****	*****	*****
*****	*****	*****	*****	*****

Bromley

For City/County of _____ Account# _____

NAME OF CITY (Make copies of Schedule G as needed for additional Cities) INDIVIDUAL PARTNERSHIP CORPORATION

1) Gross Receipts from Federal Schedule C of Form 1040 (Attach Schedule C Pages 1 and 2) 1) _____

2) Gross Receipts from Federal Schedule E of Form 1040 (Attach Schedule E) 2) _____

3) Gross Receipts from Federal Form 1065 (Attach Federal Form 1065) 3) _____

4) Gross Receipts from Federal Form 1120, 1120A, 1120S (Attach Federal Form 1120, 1120A, 1120S) 4) _____

5) Gross Receipts from "Gross Rents" from Federal Form 1120 (Attach Federal Form 1120) 5) _____

6) Gross Receipts from Rental Real Estate of a Partnership or S Corporation (Attach Federal Form 8825) 6) _____

7) Total Gross Receipts (Add lines 1 through 6) 7) _____

8) Gross Alcoholic Beverage Sales 8) _____

9) Excise Tax (Sales Tax) 9) _____

10) Returned Goods 10) _____

11) Total Deductions (Add Lines 8 through Line 10) 11) _____

12) Adjusted Gross Receipts (Line 7 minus Line 11) 12) _____

13) Allocation Percentage (If paying on less than 100% of gross receipts) (From Schedule Y, Line 5 below) 13) _____ % 13) _____ % 13) _____ %

14) SUBJECT EARNINGS (Multiply Line 12 x Line 13, Enter result here and on Page 1, Col. 3, "SUBJECT EARNINGS" for this City) 14) _____ 14) _____ 14) _____

SCHEDULE Y: BUSINESS ALLOCATION Account# _____

(Only to be used by business paying on less than 100% of net profit or gross receipts)

For City/County of _____ (Make a copy of Schedule Y as needed for additional Cities)

PROPERTY FACTOR:

1a) AVERAGE VALUE OF REAL AND TANGIBLE PERSONAL PROPERTY _____

1b) GROSS ANNUAL RENTALS PAID MULTIPLIED BY 8 _____

TOTAL (1a + 1b) _____ %

PAYROLL FACTOR:

2) WAGES, SALARIES, ETC. PAID EMPLOYEES (DO NOT INCLUDE CONTRACT OR SUB-CONTRACT LABOR) _____ %

SALES FACTOR:

3) GROSS RECEIPTS FROM SALES, RENTS, WORK OR SERVICES PERFORMED _____ %

4) TOTAL PERCENTAGES _____ %

5) ALLOCATION PERCENTAGE (Divide TOTAL PERCENTAGES by NUMBER OF PERCENTAGES USED (IF COLUMN "B" OF ANY FACTOR IS ZERO, DO NOT USE THAT FACTOR TO DIVIDE BY)) _____ %

Notes



DATE: February 5, 2026

TO: Kenton County Fiscal Court

FROM: Spencer Stork, P.E., Public Works Director/County Engineer
Tom Hurtt, Fleet Services Supervisor

RE: Award **RFP 26-17 Gasoline and Diesel Fuels Delivery**

The Kenton County Public Works Department is requesting permission from the Kenton County Fiscal Court to award the RFP for the Gasoline and Diesel Fuels Delivery to Campbell Oil Company.

On February 2nd, we received six bids. Campbell Oil Company is the best overall value proposal, due to the combination of cost as well as a thorough bid packet that addressed all specifications, requirements, and necessary addenda.

EXECUTIVE ORDER
OFFICE OF THE KENTON COUNTY JUDGE /EXECUTIVE
KRIS A. KNOCHELMANN

EXECUTIVE ORDER 26-19

IN RE: RESCINDING THE LEVEL ONE (1) SNOW EMERGENCY

The Kenton County Judge/Executive, in accordance with Kentucky Revised Statutes Chapter 39 and Kenton County Code of Ordinances Chapter 70.12, having been advised by the Kenton County Emergency Management Director, the Kenton County Police Chief, the Kenton County Public Works Superintendent in consultation with the Deputy Judge/Executive, is hereby rescinding the Level One (1) Snow Emergency issued January 24, 2026, on January 28, 2026.



KRIS A. KNOCHELMANN
COUNTY JUDGE/EXECUTIVE

ATTEST:

FISCAL COURT CLERK

EXECUTIVE ORDER
OFFICE OF THE KENTON COUNTY JUDGE/EXECUTIVE
KRIS A. KNOCHELMANN

EXECUTIVE ORDER 26-20

IN RE: DECLARATION OF A LEVEL ONE (1) SNOW EMERGENCY

The Kenton County Judge/Executive, in accordance with Kentucky Revised Statutes Chapter 39 and Kenton County Code of Ordinances Chapter 70.12, having been advised by the Kenton County Emergency Management Director, the Kenton County Police Chief, the Kenton County Public Works Superintendent in consultation with Deputy Judge/Executive, is hereby declaring a Level one (1) Snow Emergency for Kenton County, Kentucky. This emergency is intended to notify Kenton County residents of dangerous and hazardous road conditions.

This Level One (1) Snow Emergency will be effective on February 3, 2026, and will remain in force until rescinded.



KRIS A. KNOCHELMANN
COUNTY JUDGE/EXECUTIVE

ATTEST:



Fiscal Court Clerk

EXECUTIVE ORDER
OFFICE OF THE KENTON COUNTY JUDGE/EXECUTIVE
KRIS A. KNOCHELMANN

EXECUTIVE ORDER 26-21

IN RE: RESCINDING THE LEVEL ONE (1) SNOW EMERGENCY

The Kenton County Judge/Executive, in accordance with Kentucky Revised Statutes Chapter 39 and Kenton County Code of Ordinances Chapter 70.12, having been advised by the Kenton County Emergency Management Director, the Kenton County Police Chief, the Kenton County Public Works Superintendent in consultation with the Deputy Judge/Executive, is hereby rescinding the Level One (1) Snow Emergency issued February 3, 2026, on February 4, 2026.



KRIS A. KNOCHELMANN
COUNTY JUDGE/EXECUTIVE

ATTEST:


FISCAL COURT CLERK

EXECUTIVE ORDER
OFFICE OF THE KENTON COUNTY JUDGE-EXECUTIVE
KRIS A. KNOCHELMANN

EXECUTIVE ORDER 26-22

RE: Chad Summe and Dave Knox

WHEREAS: Kris A. Knochelmann, Kenton County Judge Executive, has the authority to appoint board members to the Be NKY Board with the approval of the Fiscal Court.

WHEREAS: Kris A. Knochelmann, Kenton County Judge Executive, has been advised of the need to appoint board members for the BeNKY Board, due to the term expiration.

NOW, THEREFORE, I, Kris A. Knochelmann, Kenton County Judge/Executive, do hereby order that Chad Summe and Dave Knox be appointed to the BeNKY Board, with the term expiring on February 28, 2029.

In witness whereof I have set my hand at
Covington, Kentucky this 10th day of
February, 2026.

Kris A. Knochelmann
Kenton County Judge Executive

Order ratified by the Fiscal Court of the County of Kenton _____

Attest:

Fiscal Court Clerk

EXECUTIVE ORDER
OFFICE OF THE KENTON COUNTY JUDGE-EXECUTIVE
KRIS A. KNOCHELMANN

EXECUTIVE ORDER 26-23

RE: McKenzie Moffett

WHEREAS: Kris A. Knochelmann, Kenton County Judge/Executive, has the authority to appoint, promote, discipline, and terminate from employment employees of the County of Kenton, Kentucky with approval of the Fiscal Court; and

WHEREAS: Kris A. Knochelmann has been advised the need to appoint a Public Safety Telecommunicator I for the Kenton County Emergency Communications Department; and

NOW THEREFORE, I, Kris A. Knochelmann, Kenton County Judge/Executive, do hereby order the appointment of:

McKenzie Moffett
Public Safety Telecommunicator I
Kenton County Emergency Communications Department
Compensation: \$26.63/Hourly (Non-Exempt)
Grade: 7
Effective: February 16, 2026

In witness whereof, I have hereunto
set my hand at Covington, Kentucky
this 10th day of February, 2026.

By:

Kris A. Knochelmann
Kenton County Judge/Executive

Order ratified by the Fiscal Court of the County of Kenton _____

ATTEST:

Fiscal Court Clerk

EXECUTIVE ORDER
OFFICE OF THE KENTON COUNTY JUDGE-EXECUTIVE
KRIS A. KNOCHELMANN

EXECUTIVE ORDER 26-24

RE: David Leonard

WHEREAS: Kris A. Knochelmann, Kenton County Judge/Executive, has the authority to appoint, promote, discipline, and terminate from employment employees of the County of Kenton, Kentucky with approval of the Fiscal Court; and

WHEREAS: Kris A. Knochelmann has been advised the need to accept the retirement of David Leonard as the Assistant Director of Administration from the Kenton County Emergency Communications Department; and

NOW THEREFORE, I, Kris A. Knochelmann, Kenton County Judge/Executive, do hereby accept the retirement of:

David Leonard
Assistant Director of Administration
Kenton County Emergency Communications Department
Effective date: March 31, 2026

In witness whereof, I have hereunto
set my hand at Covington, Kentucky
this 10th day of February, 2026.

By:

Kris A. Knochelmann
Kenton County Judge/Executive

Order ratified by the Fiscal Court of the County of Kenton _____

ATTEST:

Fiscal Court Clerk

EXECUTIVE ORDER
OFFICE OF THE KENTON COUNTY JUDGE-EXECUTIVE
KRIS A. KNOCHELMANN

EXECUTIVE ORDER 26-25

RE: Michael Whitford

WHEREAS: Kris A. Knochelmann, Kenton County Judge/Executive, has the authority to appoint, promote, discipline, and terminate from employment employees of the County of Kenton, Kentucky with approval of the Fiscal Court; and

WHEREAS: Kris A. Knochelmann has been advised the need to accept the resignation of Michael Whitford as a Police Officer II from the Kenton County Police Department; and

NOW THEREFORE, I, Kris A. Knochelmann, Kenton County Judge/Executive, do hereby accept the resignation of:

Michael Whitford
Police Officer II
Kenton County Police Department
Effective date: February 22, 2026

In witness whereof, I have hereunto
set my hand at Covington, Kentucky
this 10th day of February, 2026.

By:

Kris A. Knochelmann
Kenton County Judge/Executive

Order ratified by the Fiscal Court of the County of Kenton _____

ATTEST:

Fiscal Court Clerk

EXECUTIVE ORDER
OFFICE OF THE KENTON COUNTY JUDGE-EXECUTIVE
KRIS A. KNOCHELMANN

EXECUTIVE ORDER 26-26

RE: Scott Hardcorn

WHEREAS: Kris A. Knochelmann, Kenton County Judge/Executive, has the authority to appoint, promote, discipline, and terminate from employment, employees of the County of Kenton, Kentucky with approval of the Fiscal Court; and

WHEREAS: Kris A. Knochelmann has been advised the need to execute a contract with an individual to be the Executive Director for the Northern Kentucky Drug Strike Force.

WHEREAS: Said contractual employee will be appointed as a member of the Kenton county Police Department, but detailed to the position of Executive Director for the Northern Kentucky Drug Strike Force.

NOW THEREFORE, I, Kris A. Knochelmann, Kenton County Judge/Executive, do hereby order the appointment of:

Scott Hardcorn
Executive Director/NK Drug Strike Force
Annual Salary: \$119,213.95/Annually(Exempt)
Effective: TBD

Further, Kris A. Knochelmann is authorized to execute any and all documents necessary for the contractual employment of Scott Hardcorn, including, but not limited to, the employment contract and the memorandum of agreement with the Drug Strike Force Board.

In witness whereof, I have hereunto
set my hand at Covington, Kentucky
this 10th day of February, 2026

By:

Kris A. Knochelmann
Kenton County Judge/Executive

Order ratified by the Fiscal Court of the County of Kenton _____

ATTEST:

Fiscal Court Clerk

EXECUTIVE ORDER
OFFICE OF THE KENTON COUNTY JUDGE-EXECUTIVE
KRIS A. KNOCHELMANN

EXECUTIVE ORDER 26-27

RE: Morgan Dieterle

WHEREAS: Kris A. Knochelmann, Kenton County Judge/Executive, has the authority to appoint, promote, discipline, and terminate from employment employees of the County of Kenton, Kentucky with approval of the Fiscal Court; and

WHEREAS: Kris A. Knochelmann has been advised the need to appoint a Public Safety Telecommunicator I for the Kenton County Emergency Communications Department; and

NOW THEREFORE, I, Kris A. Knochelmann, Kenton County Judge/Executive, do hereby order the appointment of:

Morgan Dieterle
Public Safety Telecommunicator I
Kenton County Emergency Communications Department
Compensation: \$26.63/Hourly (Non-Exempt)
Grade: 7
Effective: March 2, 2026

In witness whereof, I have hereunto
set my hand at Covington, Kentucky
this 10th day of February, 2026.

By:

Kris A. Knochelmann
Kenton County Judge/Executive

Order ratified by the Fiscal Court of the County of Kenton _____

ATTEST:

Fiscal Court Clerk

EXECUTIVE ORDER
OFFICE OF THE KENTON COUNTY JUDGE/EXECUTIVE
KRIS A. KNOCHELMANN

EXECUTIVE ORDER 26-28

IN RE: DECLARATION OF A LEVEL ONE (1) SNOW EMERGENCY

The Kenton County Judge/Executive, in accordance with Kentucky Revised Statutes Chapter 39 and Kenton County Code of Ordinances Chapter 70.12, having been advised by the Kenton County Emergency Management Director, the Kenton County Police Chief, the Kenton County Public Works Superintendent in consultation with Deputy Judge/Executive, is hereby declaring a Level one (1) Snow Emergency for Kenton County, Kentucky. This emergency is intended to notify Kenton County residents of dangerous and hazardous road conditions.

This Level One (1) Snow Emergency will be effective on February 6, 2026, and will remain in force until rescinded.



KRIS A. KNOCHELMANN
COUNTY JUDGE/EXECUTIVE

ATTEST:



Fiscal Court Clerk