

KENTON COUNTY FISCAL COURT RESOLUTION NO. 21-21

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

NOW THEREFORE BE IT RESOLVED by the Kenton County Fiscal Court as follows:

1. That the County appoint Scott Gunning, Assistant County Administrator as Title VI Coordinator and appoint the following persons as Title VI Committee and Section 504 Committee:
 - Scott Gunning – Assistant County Administrator
 - Joe Shriver – County Administrator
 - Nick Hendrix – County Engineer/Director of Public Works

2. That Judge/Executive Kris Knochelmann, on behalf of the Fiscal Court, be authorized to sign the Title VI Statement of Assurances,

3. That the County adopt the Kentucky Department for Local Government’s Title VI Plan

This resolution shall become effective upon passage as required by law. Introduced and enacted on July 13, 2021.

Kris A. Knochelmann
Judge/Executive

Attest

Date

Date

TITLE VI - STATEMENT OF ASSURANCES

KENTON COUNTY FISCAL COURT

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

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

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

Signature of Grantee's Authorized Official

Date

Title of Authorized Official

Grantee's Address

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