



June 28, 2023

Mr. Kris Knochelmann, Judge Executive
Kenton County Fiscal Court
303 Court Street
Covington, Kentucky 41011

Dear Judge Knochelmann:

Attached is the partially executed copy of the funding contract between Kenton County, Kentucky and the Ohio-Kentucky-Indiana Regional Council of Governments. This copy has been signed on behalf of the Ohio-Kentucky-Indiana Regional Council of Governments. Please sign via Adobe which will return a copy to OKI and retain a copy for your files.

Also enclosed are the Fiscal Year 2024 Operating Budget, as approved by the OKI Board of Directors at its June 8, 2023 meeting, and a copy of the resolution of the Board of Directors authorizing the Executive Director to execute this contract.

The schedule of payments in the contract is the same as we agreed for 2023; however should some other payment schedule be more desirable to you and your Board, we are authorized to make such a change provided all funds are received during Fiscal Year 2024.

If you have any questions concerning any of the above, please feel free to call.

Sincerely,

Mark Policinski

Mark Policinski (Jun 29, 2023 11:53 EDT)

Mark R. Policinski
Executive Director

MRP/tmg
Enclosures

Customer #105

Judge/Executive Gary W. Moore
President

Mark R. Policinski
CEO

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AGREEMENT

THIS AGREEMENT is effective on the 1st day of July 2023, by and between the OHIO-KENTUCKY-INDIANA REGIONAL COUNCIL OF GOVERNMENTS, herein called the "Council" and KENTON COUNTY herein called the "Funding Agency."

WHEREAS, the Funding agency has determined that it has a need for regional planning operations and that such regional planning operations can be most advantageously pursued through Federally-assisted comprehensive regional planning services; and

WHEREAS, the Council has been organized to and does provide continuing comprehensive regional planning services through Federally-assisted projects in the regional area composed of Boone, Campbell and Kenton Counties in the Commonwealth of Kentucky; Butler, Clermont, Hamilton and Warren Counties in the State of Ohio; and Dearborn County in the State of Indiana, herein called the "OKI Region"; and

WHEREAS, Council requires financial support form the Funding Agency in order to continue its regional planning activities; and

WHEREAS, the Funding Agency, upon due consideration, has determined that the continued operation of Council is necessary and vital function for the metropolitan region of which the funding Agency is part.

IT IS NOW, THEREFORE, AGREED AS FOLLOWS:

1. The Funding Agency shall pay the Council the sum of \$56,203.00. Said amount shall be due on the 1st day of December 2023.

2. In consideration of such payments, the Council or assignee shall render regional planning services to the Funding Agency and to the OKI Region. Said services may include, but are not limited to, the following items specified in the Fiscal Year 2024

Operating Budget of the Council: Transportation Planning, Mass Transit Planning, Regional Planning, Economic Development Activities, Air Quality Planning, Water Quality Planning and Ridesharing Activities, as more specifically described in applicable contracts between the Council and agencies of the United States government, which have been executed and which may be from time to time executed, all of which are on file with the Council and available upon request to the Funding Agency.

3. The term of this Agreement shall be from the date first written above through the end of the Council's fiscal year, June 30, 2024, and until all payments contracted for hereunder have been made.

4. It is understood and agreed by the parties hereto that the Council may assign its rights hereunder to a lending institution. Upon written notification by the Council and such institution of such assignment, the Funding Agency agrees to make payments pursuant to Paragraph 1 hereof as direct in such writing and the Council agrees that payments made pursuant to such an assignment shall discharge the Funding Agency's obligation to the Council hereunder the same as if such payments were made directly to the Council. This Agreement shall not be assignable otherwise than as set forth herein.

5. The funding Agency represent to the Council that:

- a) The Funding Agency has the power to enter into this Agreement;
- b) The Funding Agency has taken all such actions as may be necessary to lawfully appropriate funds sufficient to make the payments called for in this Agreement;
- c) The Funding Agency has taken all action as may be necessary to lawfully execute the Agreement;
- d) When executed, this Agreement shall be legally enforceable and binding

obligation upon the Funding Agency in accord with its terms.

6. This Agreement contains all the terms agreed upon between the parties with respect to the subject matter thereof. This Agreement may be amended or modified only by a written instrument executed by both parties.

IN WITNESS THEREOF, this Agreement to have been executed by authorized officers or agents, on this _____ day of _____, 2023.

**OHIO-KENTUCKY-INDIANA REGIONAL
COUNCIL OF GOVERNMENTS**

Mark Policinski
BY: Mark Policinski (Jun 29, 2023 11:53 EDT)

MARK R. POLICINSKI, EXECUTIVE DIRECTOR

Toni Gleason

ATTEST

KENTON COUNTY

BY: _____
KENTON COUNTY FISCAL COURT

ATTEST




KENTON24CONTRACT for your signature

Final Audit Report

2023-06-29

Created:	2023-06-29
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