

KENTON COUNTY FISCAL COURT FY24 CONTRACT

THIS AGREEMENT, for the period July 11, 2023 through December 31, 2024, by and between Kenton County Fiscal Court, hereinafter referred to as the "County" and **Diocesan Catholic Children's Home**, hereinafter, referred to as the "Second Party," to provide the project(s) listed herein.

Whereas, the Second Party is in need of capital improvements and the County has appropriated funds in the amount of \$500,000 for replacing residential bathrooms; any remainder of funds after the completion of the bathroom renovation project may be applied to replace flooring throughout the facility.

Now, therefore, it is hereby mutually agreed by and between these parties mentioned above that:

1. The Second Party agrees to perform the capital improvement(s) named above and comply with the following requirements:
 - a. Use the Funds exclusively for capital projects identified above.
 - b. Submit reports to the County as prescribed.
 - c. Provide the County with a copy of the Second Party's annual audit within thirty (30) days of the receipt of the audit by the agency.
 - d. Return unearned funds to the County at the end of the year, if requested.
 - e. Allow representatives of the County to review records regarding the performance of this contract as may be necessary.
 - f. Comply with the requirements of the Americans with Disabilities Act 1990, PL-101-336 and the Family Leave Act.
 - g. Indemnify and hold the County harmless against any or all claims which may result from damage caused by the Second Party's employees or negligent acts or omissions of the Second Party's agents or employees.
 - h. Retain all records pertaining to this grant for at least three years.
 - i. Shall submit a list of incurred costs each month for which your agency is seeking reimbursement from the County, including:
 - Copy of Invoice Paid
 - Copy of Check (with check stub)
 - Copy of Cleared Check
 - % of project completed

Do not fold the contract - Mail in a flat (9 x 12) Envelope.

2. For the Second Party's performance of the improvements described above, the County agrees to:
 - a. Reimburse the Second Party after the County staff has reviewed and approved the monthly program and fiscal status reports.
 - b. Monitor and evaluate status of the project(s) as deemed appropriate.
3. The Second Party's appropriation is for the period July 11, 2023 thru December 31, 2024.
4. The terms or conditions of this agreement may be amended by written agreement.
5. Either party shall have the right to terminate this agreement upon 45 days written notice by registered mail, but both parties shall be responsible for reconciling the financial arrangements so that improvements provided by the Second Party and funds provided by the County are nearly equal.
6. The Second Party agrees to conform to the accepted FY24 proposal for capital improvements hereto incorporated by reference as if fully stated herein.

Special notes will be listed, if applicable:

Effective: July 11, 2023

| Diocesan Catholic Children's Home Program Name(s) | County Unit Cost | Funds Allocated |
|--|--|------------------|
| Bathroom Renovation | - | 500,000 |
| Flooring Replacement | Use remainder of funds after bathroom renovation is complete. | |
| | | |
| | | |
| | | |
| Grand Total | | \$500,000 |

| Diocesan Catholic Children's Home | Kenton County Fiscal Court |
|-----------------------------------|----------------------------|
| <i>Signature:</i> _____ | <i>Signature:</i> _____ |
| Print Name: | |

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