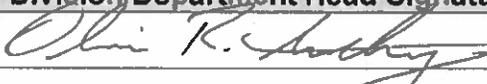


# CITY OF COVINGTON AGENDA ITEM REQUEST FORM

2020 AIR Submission Deadlines	
Dec 27	June 5
Jan 10 & 24	July 2 & 24
Feb 7 & 21	Aug 7 & 21
Mar 6 & 20	Sept 11 & 25
Apr 10 & 24	Oct 9 & 30
May 8 & 22	Nov 13 & 25

<b>Caucus Meeting Date</b>	10/6/20
<b>Legislative Meeting Date</b>	
Order <input type="checkbox"/>	Ordinance <input checked="" type="checkbox"/>
Resolution <input type="checkbox"/>	Presentation <input checked="" type="checkbox"/>

<b>Division/Department Head Signature</b>


<b>Responsible Staff Person</b>
Oliver R. Anthony

<b>Specific Nature of Request</b>
Presentation of Schematic Plans for the 7th Streetscape project and the Madison Avenue Streetscape Project.

<b>Description of Request Including Background Information if Relevant</b>
City and WSP would like to present to the Commission the Schematic Plans for the streetscape projects to get feedback. The plans are 60% to 70% complete and are ready to start receiving public input.

<b>Company/Entity (if multiple, list all)</b>
WSP

**SIGNING ORDER**

<b>Value/Cost</b>

1. LEGAL DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

<b>Funding Source Including Account No.</b>

2. FINANCE DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

<b>Copy of Contract Attached?</b>

3. CITY MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

<b>Payment Terms</b>

<b>NOTES</b>
Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.

# CITY OF COVINGTON

## AGENDA ITEM REQUEST FORM

2020 AIR Submission Deadlines	
Dec 27	June 5
Jan 10 & 24	July 2 & 24
Feb 7 & 21	Aug 7 & 21
Mar 6 & 20	Sept 11 & 25
Apr 10 & 24	Oct 9 & 30
May 8 & 22	Nov 13 & 25

<b>Caucus Meeting Date</b>	10/6/20
<b>Legislative Meeting Date</b>	10/13/20 & 10/27/20
<b>Order</b> <input type="checkbox"/>	<b>Ordinance</b> <input checked="" type="checkbox"/>
<b>Resolution</b> <input type="checkbox"/>	<b>Presentation</b> <input type="checkbox"/>

<b>Division/Department Head Signature</b>
Administration

<b>Responsible Staff Person</b>
David Johnston

<b>Specific Nature of Request</b>
AN ORDINANCE AMENDING SECTION 37.02, DEFINITIONS, OF THE COVINGTON CODE OF ORDINANCES TO ADD NATURAL HAIR TEXTURE, STYLE, AND PROTECTIVE COVERINGS AS A PROTECTED CHARACTERISTIC OF RACE AND NATIONAL ORIGIN TO PROHIBIT DISCRIMINATION BASED ON THESE CHARACTERISTICS.

<b>Description of Request Including Background Information if Relevant</b>
<p>Covington Code of Ordinances Chapter 37: Human Rights Commission sets forth a policy to protect all individuals with the City from discrimination in certain contexts because of disability, age, sex, race, color, religion, ancestry, national origin, sexual orientation, gender identity, familial status, marital and/or parental status, and place of birth.</p> <p>A national campaign, led by the CROWN Coalition, aims to prohibit race-based hair discrimination through the adoption of legislation known as the Creating a Respectful and Open World for Natural Hair (CROWN) Act. Currently seven states as well as local governments, such as Cincinnati, have adopted the CROWN Act. The purpose of the CROWN Act is to institute definitions of race and national origin for City laws that effectuate the comprehensive scope of protections Covington intends to be afforded by such laws to eliminate racial and national origin discrimination in the City.</p> <p>The proposed revisions to Chapter 37 will specifically incorporate the intent of the CROWN Act into Covington's human rights ordinance.</p>

<b>Company/Entity (if multiple, list all)</b>

### SIGNING ORDER

<b>Value/Cost</b>

1. LEGAL DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

<b>Funding Source Including Account No.</b>

2. FINANCE DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

<b>Copy of Contract Attached?</b>

3. CITY MANAGER \_\_\_\_\_ DATE \_\_\_\_\_

<b>Payment Terms</b>

<b>NOTES</b>
Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.

*Dove*  The **CROWN**  
Research Study

---

Creating a **R**espectful and **O**pen **W**orkplace for **N**atural Hair

---

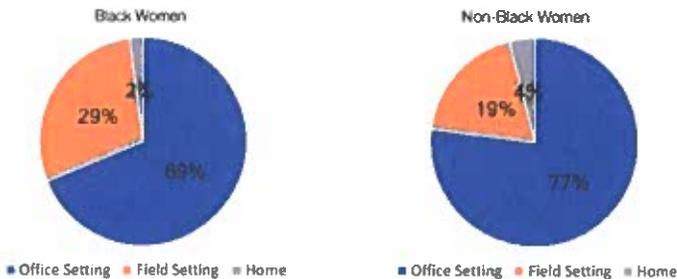


My hair is professional.



Across the country, Black people are disproportionately burdened by policies and practices in public places, including the workplace, that target, profile, or single them out for natural hair styles - referring to the texture of hair that is not permed, dyed, relaxed, or chemically altered. Today, many Black women are choosing to wear their natural hair in its coiled, kinky or tight curly state in the professional workforce.

The CROWN research study was carried out in 2019 to identify the magnitude of racial discrimination experienced by women in the workplace based on their natural hairstyles. A survey of 1,017 Black women and 1,050 non-Black women ages 25-64 was conducted. In order to qualify for the survey, women must have been employed full-time and currently working in an office or sales setting, or worked in a corporate office in the past 6 months. The non-Black sample of women was predominantly White (92%).



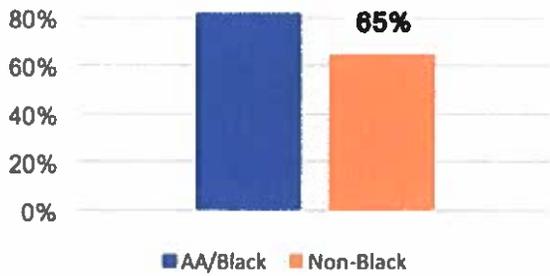
More Black women work in a field (sales) environment compared to non-Black women.

When looking at work environments, researchers found that currently, more Black women (29%) work in a field (sales) environment compared to non-Black women (19%). Furthermore, fewer Black women (69%) work in a corporate setting compared to non-Black women (77%). In all settings and for both Black and non-Black women, the most important career touchpoints for hair appearance are ranked, respectively, as the interview, company meeting/presentation, and the first day of work.

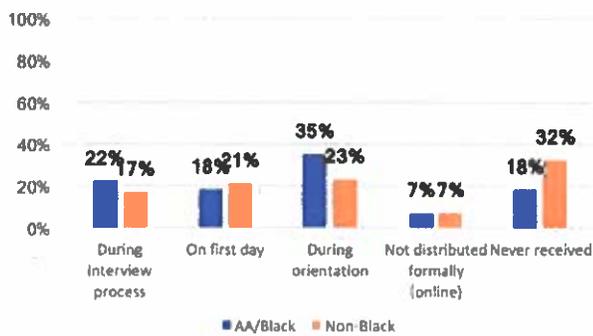
Black women are made to be more aware of corporate grooming policies than White women

As a key influencer into Black women's perceptions of herself, her performance, and her prospective career trajectory, the survey focused on corporate grooming policies. The survey found that overall, Black women are made to be more aware of corporate grooming policies than White women. From the start of the application process, the presence of hair/appearance policies are given to Black women at significantly higher rates (22%) than non-Black women (17%). During orientation, researchers found that another significantly higher proportion of Black women (35%) compared to non-Black women (23%) received company grooming policies. Conversely, 32% of non-Black women stated they never actually received the corporate grooming policy compared to 18% of Black women.

### Received Formal Policy Regarding Appearance



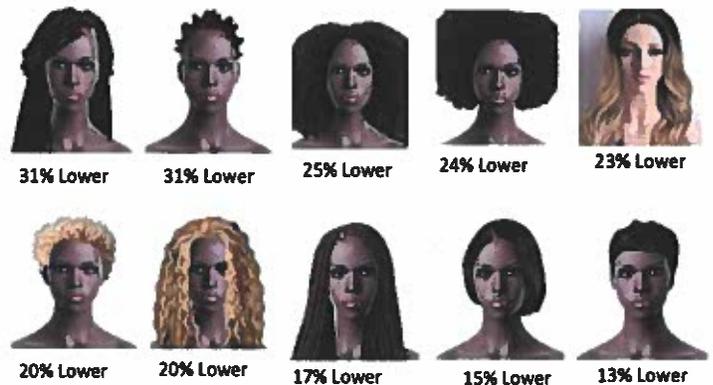
### When Policy Received



## Hair is judged differently on Black women.

The data supports the claim that Black women's hair is more policed in the workplace, thereby contributing to a climate of group control in the company culture and perceived professional barriers. Black women are more likely to have received formal grooming policies in the workplace, and to believe that there is a dissonance from her hair and other race's hair.

In addition to revealing the additional emphasis placed on corporate grooming policies for Black women, the survey reveals the implications of natural hair-based discrimination on perceived job performance and outlook. When looking at images of hairstyles on Black women and non-Black women, Black women's hairstyles were consistently rated lower or "less ready" for job performance.



\*Job readiness is calculated by a combination of three attributes at equal weights: Appropriate for Management, Appropriate for non-Management and Qualified for My Position



This groundbreaking study confirms **workplace bias** against hairstyles impacts Black women's ability to **celebrate their natural beauty**, and how workplace bias and corporate grooming policies unfairly impact Black women.



**30%**

Black women are 30% more likely to be made aware of a formal workplace appearance policy

Black women fear **scrutiny and discrimination** when expressing their natural beauty **in the workplace**

**80%**

"I have to change my hair from its natural state to fit in at the office"

Black women are 80% more likely to agree with this statement



**BLACK WOMEN ARE**

**1.5x**

More likely to be sent home from the workplace because of their hair

**83%**

More likely to report being judged more harshly on her looks than other women

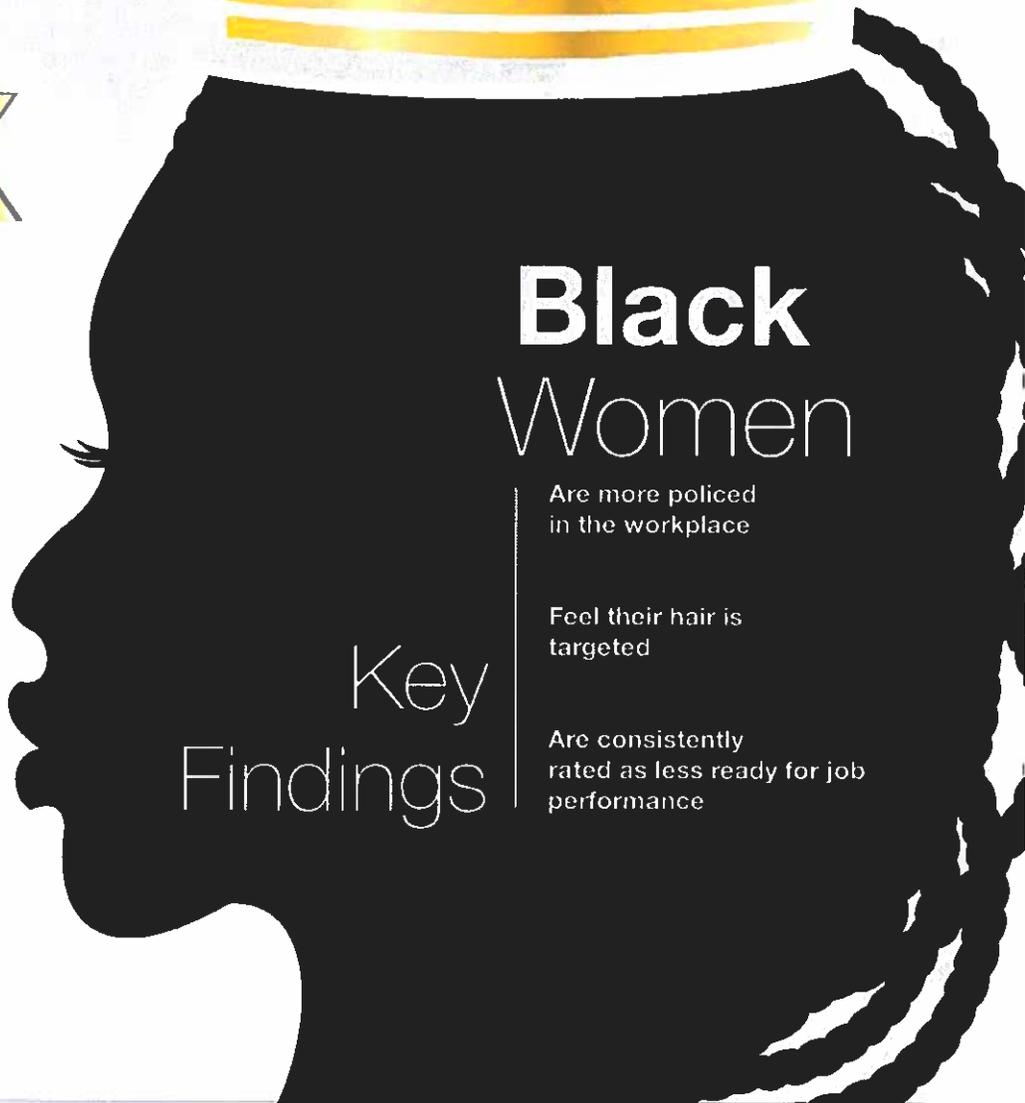


**Hair discrimination**  
has real,  
measurable social  
and economic **impact**  
on **Black women**

**3.4x**

**Black women's hair is 3.4x  
more likely to be perceived  
as unprofessional**

Expressing  
her **individuality**  
is challenged by her  
**fear of judgement**



# Black Women

## Key Findings

Are more policed  
in the workplace

Feel their hair is  
targeted

Are consistently  
rated as less ready for job  
performance

# We **Surveyed.**

2000 Women  
(1000 Black and 1000 non-Black women)  
Ages 25-64 throughout the United States  
Employed full-time  
Currently working in an office or field (sales) setting  
**OR** worked in a corporate office in the past 6 months



**TheCROWNAct.com**  
**@Dove #TheCROWNAct #CROWNcoalition**

For more information, please contact [Marcy@joycollective.com](mailto:Marcy@joycollective.com)

**COMMISSIONERS ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE AMENDING SECTION 37.02, DEFINITIONS, OF THE COVINGTON CODE OF ORDINANCES TO ADD NATURAL HAIR TEXTURE, STYLE, AND PROTECTIVE COVERINGS AS A PROTECTED CHARACTERISTIC OF RACE AND NATIONAL ORIGIN TO PROHIBIT DISCRIMINATION BASED ON THESE CHARACTERISTICS.

\* \* \* \*

WHEREAS, Covington Code of Ordinances Chapter 37: Human Rights Commission sets forth a policy to protect all individuals with the City from discrimination in certain contexts because of disability, age, sex, race, color, religion, ancestry, national origin, sexual orientation, gender identity, familial status, marital and/or parental status, and place of birth; and

WHEREAS, a national campaign, led by the CROWN Coalition, aims to prohibit race-based hair discrimination through the adoption of legislation known as the Creating a Respectful and Open World for Natural Hair (CROWN) Act; and

WHEREAS, currently seven states as well as local governments, such as Cincinnati, have adopted the CROWN Act; and

WHEREAS, the City has a responsibility to ensure that all residents are treated with equal rights under the law with federally assisted programs, housing programs, public accommodations, and employment; and

WHEREAS, the City finds that, like one's skin color, one's hair texture, style, color, and head coverings serve as a basis discrimination on race and national origin; and

WHEREAS, the purpose of the CROWN Act is to institute definitions of race and national origin for City laws that effectuate the comprehensive scope of protections Covington intends to be afforded by such laws to eliminate racial and national origin discrimination in the City; and

WHEREAS, staff recommends revisions to Chapter 37 of the Covington Code of Ordinances to clearly prohibit race-based natural hair discrimination.

NOW THEREFORE,  
BE IT ORDAINED BY THE BOARD OF COMMISSIONER OF THE CITY OF  
COVINGTON, KENTON COUNTY, KENTUCKY:

Section 1

Section 37.02 of the Covington Code of Ordinances is amended to read as follows:

**§ 37.02 DEFINITIONS.**

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning. These definitions shall be superseded by KRS 344.010(4) and KRS 344.030(1) and applicable federal and state law that may be in effect at the time of a violation.

**AGE.** Age 40 years and over.

**ANCESTRY.** The national origin of an individual's ancestors.

**CANVASSING.** Includes door-to-door solicitation by the use of circular advertisements or any other means where the canvasser or his employer has not been requested by the owner to obtain a listing of any housing accommodation or to confer with the owner regarding a transaction involving a housing accommodation.

**COLOR.** The hue or pigmentation of the human skin that distinguishes individuals as being members of a particular race or races.

**COMMISSION.** The Covington Human Rights Commission.

**COMMISSIONER.** A member of the Human Rights Commission.

**COMMITTEE.** The Covington Fair Housing Strategy Committee, consisting of the Neighborhood Services Coordinator, the Housing Development Director, the Section 8 Supervisor, and the EEO/ Contract Compliance Officer.

**DISABLED INDIVIDUAL.** Any person who:

(1) Has a physical or mental impairment that substantially limits one or more of the person's major life activities;

(a) MAJOR LIFE ACTIVITIES means functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

(b) SUBSTANTIALLY LIMITS means unable to perform a major life activity that the average person in the general population can perform; or significantly restricted as to the condition, manner or duration under which an individual can perform a particular major life activity as compared to the condition, manner, or duration under which the average person in the general population can perform that same major life activity.

(2) Has a record of the impairment; or

(3) Is regarded as having an impairment but the term does not include current, illegal use of or addiction to a controlled substance as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802).

**DISCRIMINATION.** Any direct or indirect act or practice of exclusion, restriction, segregation, limitation, refusal, denial or any other act or practice of differentiation or preference in the treatment of a person or persons, or the aiding, abetting, inciting, coercing or compelling thereof made unlawful under this chapter.

**EMPLOYEE.** Any person employed by an employer, but not including an individual employed by his or her parents, spouse, or child, or an individual employed to render services as a nurse, domestic, or personal companion in the home of the employer.

**EMPLOYER.** Any person who has eight or more employees in each of four or more calendar weeks in the current or preceding calendar year, and any agent of such person.

**EMPLOYMENT AGENCY.** Any person regularly undertaking, either with or without compensation, to procure employees for an employer or to procure for employees opportunities to work for an employer and includes any agent of such person.

**FAMILIAL STATUS.** One or more individuals who have not attained the age of 18 years being domiciled with:

- (1) A parent or another person having legal custody of the individual or individuals; or
- (2) The designee of the parent or other person having such custody, with the written permission of the parent or other person.

The protection afforded against discrimination on the basis of familial status shall apply to any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years.

**FINANCIAL INSTITUTION.** Any person, as defined herein, engaged in the business of lending money or guaranteeing losses.

**GENDER IDENTITY.** Manifesting an identity not traditionally associated with one's biological maleness or femaleness.

**HOUSING ACCOMMODATION.**

(1) Any parcel or parcels of real property or lands, or any interest therein, whether contiguous or noncontiguous, located in the city, used for the building of one or more housing or rooming units or for mobile homes or mobile home parks owned by or otherwise subject to the control of one or more persons;

(2) Any real property, including vacant land intended for sale or lease, or any interest therein, located in the city; or

(3) Any single-family dwelling or multiple-family dwelling, or any portion thereof, including a housing unit or a rooming unit, or any interest therein, located in the city, which is used or occupied, or intended, arranged, assigned, or designated to be used or occupied, as the home, homesite, residence, or sleeping place of one or more persons.

**HOUSING UNIT.** A single room, suite of rooms, or apartment, containing cooking and kitchen facilities, occupied or intended for occupancy as living quarters, by a person, a family, or a group of persons living together.

**LABOR ORGANIZATION.** Any labor organization and an agent of such organization, including an organization of any kind, an agency or employee representation committee, group, association, or plan so engaged in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours, or other terms or conditions of employment, and a conference, general committee, joint or system board, or joint counsel so engaged, which is subordinate to a national or international labor organization.

**MEMBER OF HIS OR HER FAMILY.** The owner and his or her spouse and any son, daughter, parent or grandparent of the owner or his or her spouse.

**MINOR CHILD.** A person under 18 years of age.

**NATIONAL ORIGIN.** The country where a person was born, or, more broadly, the country from which his or her ancestors came. *National origin includes natural texture and color of hair, hair styles, and protective hair styles, including, but not limited to braids, locks, twists, and coverings, related to a person's place of birth or ancestry.* (Note: This chapter is designed to prevent discrimination against people based upon ethnic distinctions commonly recognized at the time of discrimination. National origin does not include the concept of United States regionalism.)

**OWNER.** A lessee, sublessee, co-tenant, assignee, managing agent, or other person having the right of ownership or possession, or the right to sell, rent, or lease any housing accommodation.

**PERSON or INDIVIDUAL.** An individual and any group of one or more natural persons such as, but not limited to, labor unions, joint apprenticeship committees, partnerships, associations, corporations, unincorporated organizations, mutual companies, joint-stock companies, trusts, legal representatives, trustees, trustees in bankruptcy, receivers, any individuals acting in a financial or representative capacity, either appointed by a court or otherwise, the city and county or any of its agencies, and any other legal, governmental, or commercial entity, as well as a natural person or persons. PERSONS, when applied to any of the foregoing includes members, representatives, officers and directors.

**PHYSICAL OR MENTAL DISABILITY.** A physical or mental impairment that substantially limits one or more major life activities, a record of such impairment, or being regarded having such impairment. The term excludes current use of alcohol or drugs or other disabilities that prevent a person from acquiring, renting, or maintaining property, that would constitute a direct threat to the property or safety of others, or that would prevent performance of job responsibilities.

**PLACE OF PUBLIC ACCOMMODATION, RESORT or AMUSEMENT and EXEMPTION.** Any place, store or other establishment, either licensed or unlicensed, which supplies goods or services to the general public or which solicits or accepts the patronage or trade of the general public or which is supported directly or indirectly by government funds; except that a private club is not a place of public accommodation, resort or amusement if its policies are determined by its members and its facilities or services are available only to its members and their bona fide guests. The exemptions to a place of public accommodation, resort or amusement shall be the same as those contained in KRS 344.130.

**PURCHASER.** Includes any occupant, prospective tenant, assignee, prospective assignee, buyer, or any other person seeking the right of ownership or possession, or any agent of any of these.

**RACE.** A subdivision of mankind having a relatively constant set of physical traits, such as color of skin and eyes, stature, [~~texture of hair~~] natural texture and color of hair, hair styles, and protective hair styles, including, but not limited to braids, locks, twists, and coverings, and so forth.

**REAL ESTATE BROKER or REAL ESTATE SALESPERSON.** An individual, whether licensed or not, who for a fee, commission, salary, or other valuable consideration or who with the intention or expectation of receiving or collecting consideration, lists, sells, purchases, exchanges, rents, or leases any housing accommodation, including options thereupon, or who negotiates, rents or leases any housing accommodation, including options thereupon, or who negotiates or attempts to negotiate such activities; or who advertises or holds oneself out as engaged in such activities; or who negotiates or attempts to negotiate a loan secured by a mortgage or other encumbrance on transfer of any housing accommodation or who is engaged in the business of charging an advance fee or contracting for collection of a fee in connection with a contract whereby a person undertakes to promote the sale, purchase, exchange, rental, or lease of any housing accommodation through its listing in a publication issued primarily for such purpose; or an individual employed by or acting on behalf of any of these.

**REAL PROPERTY.** Includes buildings, structures, real estate, lands, tenements, leaseholds, cooperatives, condominiums, and hereditaments, corporeal and incorporeal.

**ROOMING UNIT.** Any room or group of rooms forming a single, habitable unit used for living or sleeping, but which does not contain cooking and kitchen facilities.

**SEXUAL ORIENTATION.** An individual's actual or imputed heterosexuality, homosexuality, or bisexuality.

## Section 2

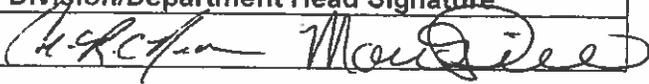
This Ordinance shall take effect and be in full force from and after its passage, publication, which may be in summary form, and recording, according to law.



# CITY OF COVINGTON AGENDA ITEM REQUEST FORM

2020 AIR Submission Deadlines	
Dec 27	June 5
Jan 10 & 24	July 2 & 24
Feb 7 & 21	Aug 7 & 21
Mar 6 & 20	Sept 11 & 25
Apr 10 & 24	Oct 9 & 30
May 8 & 22	Nov 13 & 25

<b>Caucus Meeting Date</b>	10/6/2020
<b>Legislative Meeting Date</b>	10/13/2020
<b>Order</b> <input checked="" type="checkbox"/>	<b>Ordinance</b> <input type="checkbox"/>
<b>Resolution</b> <input type="checkbox"/>	<b>Presentation</b> <input type="checkbox"/>

<b>Division/Department Head Signature</b> 	<b>Responsible Staff Person</b> Meganne Robinson
--	---

**Specific Nature of Request**

Requesting Commission review and accept the attached grant agreement with the U.S. Department of Homeland Security; and grant the Mayor authority to execute any and all grant documents.

**Description of Request Including Background Information if Relevant**

Grant dollars will fund 3 projects in Covington: 1) Fire Boat Small NASBLA Training Course (FD), 2) AreaRAE Pro Rapid Deployment Detector Kit (FD), and 3) Port Monitoring Video System (PD).

This order will also grant the Mayor authority to execute any and all grant documents associated with all three projects.

**Company/Entity (if multiple, list all)**

U.S. Department of Homeland Security,  
FEMA Port Security Grant Program

**SIGNING ORDER**

**Value/Cost**

\$185,072 Grant/ \$61,691 City Match

1. LEGAL DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

**Funding Source Including Account No.**

PD- Forfeiture Funds, FD- FY21 Budget Technical Supplies

2. FINANCE DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

**Copy of Contract Attached?**

Yes, Grant agreement is attached

 \_\_\_\_\_ DATE 9/30/2020

3. CITY MANAGER

**Payment Terms**

Reimbursement

**NOTES**

Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.

U.S. Department of Homeland Security  
Washington, D.C. 20472



Andrew Schultz  
Covington, City of  
100 East Robbins  
Covington, KY 41011 - 3122

Re: Grant No.EMW-2020-PU-00095

Dear Andrew Schultz:

Congratulations, on behalf of the Department of Homeland Security, your application for financial assistance submitted under the Fiscal Year (FY) 2020 Port Security Grant Program has been approved in the amount of \$185,072.00. As a condition of this award, you are required to contribute a cost match in the amount of \$61,691.00 of non-Federal funds, or 25 percent of the total approved project costs of \$246,763.00.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Agreement Articles (attached to this Award Letter)
- Obligating Document (attached to this Award Letter)
- FY 2020 Port Security Grant Program Notice of Funding Opportunity.
- FEMA Preparedness Grants Manual

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

In order to establish acceptance of the award and its terms, please follow these instructions:

Step 1: Please log in to the ND Grants system at <https://portal.fema.gov>.

Step 2: After logging in, you will see the Home page with a Pending Tasks menu. Click on the Pending Tasks menu, select the Application sub-menu, and then click the link for "Award Offer Review" tasks. This link will navigate you to Award Packages that are pending review.

Step 3: Click the Review Award Package icon (wrench) to review the Award Package and accept or decline the award. Please save or print the Award Package for your records.

System for Award Management (SAM): Grant recipients are to keep all of their information up to date in SAM, in particular, your organization's name, address, DUNS number, EIN and banking information. Please ensure that the DUNS number used in SAM is the same one used to apply for all FEMA awards. Future payments will be contingent on the information provided in the SAM; therefore, it is imperative that the information is correct. The System for Award Management is located at <http://www.sam.gov>.

If you have any questions or have updated your information in SAM, please let your Grants Management Specialist (GMS) know as soon as possible. This will help us to make the necessary updates and avoid any interruptions in the payment process.

A handwritten signature in black ink, consisting of a stylized 'C' followed by a horizontal line and a small flourish.

CHRISTOPHER PATRICK LOGAN GPD Assistant Administrator

U.S. Department of Homeland Security  
Washington, D.C. 20472



**AGREEMENT ARTICLES**  
**Port Security Grant Program**

**GRANTEE:** Covington, City of  
**PROGRAM:** Port Security Grant Program  
**AGREEMENT NUMBER:** EMW-2020-PU-00095-S01

**TABLE OF CONTENTS**

Article I	Summary Description of Award
Article II	Activities Conducted Abroad
Article III	Reporting of Matters Related to Recipient Integrity and Performance
Article IV	Trafficking Victims Protection Act of 2000 (TVPA)
Article V	Federal Leadership on Reducing Text Messaging while Driving
Article VI	Debarment and Suspension
Article VII	Fly America Act of 1974
Article VIII	Americans with Disabilities Act of 1990
Article IX	Duplication of Benefits
Article X	Copyright
Article XI	Civil Rights Act of 1968
Article XII	Best Practices for Collection and Use of Personally Identifiable Information (PII)
Article XIII	Limited English Proficiency (Civil Rights Act of 1964, Title VI)

Article XIV	Hotel and Motel Fire Safety Act of 1990
Article XV	Disposition of Equipment Acquired Under the Federal Award
Article XVI	Patents and Intellectual Property Rights
Article XVII	DHS Specific Acknowledgements and Assurances
Article XVIII	Procurement of Recovered Materials
Article XIX	Terrorist Financing
Article XX	Civil Rights Act of 1964 - Title VI
Article XXI	Prior Approval for Modification of Approved Budget
Article XXII	Acknowledgement of Federal Funding from DHS
Article XXIII	Acceptance of Post Award Changes
Article XXIV	Rehabilitation Act of 1973
Article XXV	False Claims Act and Program Fraud Civil Remedies
Article XXVI	Nondiscrimination in Matters Pertaining to Faith-Based Organizations
Article XXVII	Lobbying Prohibitions
Article XXVIII	Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX
Article XXIX	Age Discrimination Act of 1975
Article XXX	National Environmental Policy Act
Article XXXI	Assurances, Administrative Requirements, Cost Principles, Representations and Certifications
Article XXXII	USA PATRIOT Act of 2001
Article XXXIII	Non-Supplanting Requirement
Article XXXIV	Drug-Free Workplace Regulations
Article XXXV	Universal Identifier and System of Award Management
Article XXXVI	Reporting Subawards and Executive Compensation

Article XXXVII	Energy Policy and Conservation Act
Article XXXVIII	Whistleblower Protection Act
Article XXXIX	Federal Debt Status
Article XL	Use of DHS Seal, Logo and Flags
Article XLI	Notice of Funding Opportunity Requirements
Article XLII	SAFECOM
Article XLIII	Funding Hold: Environmental Planning and Historic Preservation (EHP) Compliance

### **Article I - Summary Description of Award**

The terms of the approved Investment Justification(s) and Budget Detail Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA of the award budget. Investments not listed in this Agreement Article are not approved for funding under this award.

Investment 1: Fire Boat Small (FBS) / NASBLA Training Course is fully funded for \$17625.

Investment 2: AreaRAE Pro Rapid Deployment Detector Kit is fully funded for \$45702.

Investment 3: Covington Police Department Port Monitoring System is fully funded for \$121745.

### **Article II - Activities Conducted Abroad**

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

### **Article III - Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

### **Article IV - Trafficking Victims Protection Act of 2000 (TVPA)**

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

### **Article V - Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

### **Article VI - Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3000. These regulations restrict

federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### **Article VII - Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C. section 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

#### **Article VIII - Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

#### **Article IX - Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

#### **Article X - Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

#### **Article XI - Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

#### **Article XII - Best Practices for Collection and Use of Personally Identifiable Information (PII)**

Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

#### **Article XIII - Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services.

For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

#### **Article XIV - Hotel and Motel Fire Safety Act of 1990**

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, (codified as amended at 15 U.S.C. section 2225.)

#### **Article XV - Disposition of Equipment Acquired Under the Federal Award**

When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

#### **Article XVI - Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

#### **Article XVII - DHS Specific Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years as long as they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.
6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

#### **Article XVIII - Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.)

The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

#### **Article XIX - Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

## **Article XX - Civil Rights Act of 1964 - Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

## **Article XXI - Prior Approval for Modification of Approved Budget**

Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

## **Article XXII - Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

## **Article XXIII - Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to [ASK-GMD@fema.dhs.gov](mailto:ASK-GMD@fema.dhs.gov) if you have any questions.

## **Article XXIV - Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

## **Article XXV - False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

## **Article XXVI - Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

## **Article XXVII - Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

## **Article XXVIII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

## **Article XXIX - Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

## **Article XXX - National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

## **Article XXXI - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

## **Article XXXII - USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.

## **Article XXXIII - Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

## **Article XXXIV - Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

## **Article XXXV - Universal Identifier and System of Award Management**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

## **Article XXXVI - Reporting Subawards and Executive Compensation**

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

#### **Article XXXVII - Energy Policy and Conservation Act**

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

#### **Article XXXVIII - Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

#### **Article XXXIX - Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

#### **Article XL - Use of DHS Seal, Logo and Flags**

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

#### **Article XLI - Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

#### **Article XLII - SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

#### **Article XLIII - Funding Hold: Environmental Planning and Historic Preservation (EHP) Compliance**

This award includes work, such as ground disturbance, that triggers an Environmental Planning and Historic Preservation (EHP) compliance review. A funding hold is placed on the following Investment/projects, and the recipient is prohibited from obligating, expending, or drawing down FY 2020 PSGP funds in the amount of \$139370 in support of the following Investment/projects, with a limited exception for any approved costs associated with the preparation, conduct, and completion of required EHP reviews. Refer to the FY 2020 PSGP Notice of Funding Opportunity (NOFO) and Preparedness Grants Manual (PGM) for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404.

Investment #1: Fire Boat Small (FBS) / NASBLA Training Course : \$17625

Investment #3: Covington Police Department Port Monitoring System : \$121745

To release this hold, the recipient is required to obtain the required DHS/FEMA EHP compliance approval for this Investment pursuant to the FY 2020 PSGP NOFO and PGM. Failure to comply with this condition may jeopardize your ability to access and expend federal funds for the Investment/projects listed above. Please contact your DHS/FEMA GPD Headquarters Preparedness Officer to receive specific guidance regarding EHP compliance.

If you have questions about this funding hold or believe it was placed in error, please contact the DHS/FEMA GPD Headquarters Preparedness Officer.

### **BUDGET COST CATEGORIES**

Personnel

\$0.00

<b>Fringe Benefits</b>	<b>\$0.00</b>
<b>Travel</b>	<b>\$0.00</b>
<b>Equipment</b>	<b>\$60,936.00</b>
<b>Supplies</b>	<b>\$0.00</b>
<b>Contractual</b>	<b>\$185,827.00</b>
<b>Construction</b>	<b>\$0.00</b>
<b>Indirect Charges</b>	<b>\$0.00</b>
<b>Other</b>	<b>\$0.00</b>

**Obligating Document for Award/Amendment**

1a. AGREEMENT NO. EMW-2020-PU-00095-S01	2. AMENDMENT NO. ***	3. RECIPIENT NO. 616001804	4. TYPE OF ACTION AWARD	5. CONTROL NO. WX03529N2020T
--	-------------------------	-------------------------------	----------------------------	---------------------------------

6. RECIPIENT NAME AND ADDRESS Covington, City of 100 East Robbins Covington, KY, 41011 - 3122	7. ISSUING FEMA OFFICE AND ADDRESS FEMA-GPD 400 C Street, SW, 3rd floor Washington, DC 20472-3645 POC: 866-927-5646	8. PAYMENT OFFICE AND ADDRESS FEMA Finance Center 430 Market Street Winchester, VA 22603
--	---	---

9. NAME OF RECIPIENT PROJECT OFFICER Andrew Schultz	PHONE NO. 8594310462	10. NAME OF FEMA PROJECT COORDINATOR Central Scheduling and Information Desk Phone: 800-368-6498 Email: Askcsid@dhs.gov
--	-------------------------	--

11. EFFECTIVE DATE OF THIS ACTION 09/01/2020	12. METHOD OF PAYMENT PARS	13. ASSISTANCE ARRANGEMENT Cost Reimbursement	14. PERFORMANCE PERIOD <b>From:</b> 09/01/2020 <b>To:</b> 08/31/2023 <b>Budget Period</b> 09/01/2020 08/31/2023
---	----------------------------	--	--

15. DESCRIPTION OF ACTION  
a. (Indicate funding data for awards or financial changes)

PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXX-XXXXX-XXXX-XXXX-X	PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + OR (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT
Port Security Grant Program	97.056	2020-FA-GC01-P410- -4101-D	\$0.00	\$185,072.00	\$185,072.00	See Totals
			<b>\$0.00</b>	<b>\$185,072.00</b>	<b>\$185,072.00</b>	<b>\$61,691.00</b>

b. To describe changes other than funding data or financial changes, attach schedule and check here.  
N/A

16 a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address)  
Port Security Grant Program recipients are not required to sign and return copies of this document. However, recipients should print and keep a copy of this document for their records.

16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN  
This assistance is subject to terms and conditions attached to this award notice or by incorporated reference in program legislation cited above.

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
---	------

18. FEMA SIGNATORY OFFICIAL (Name and Title)  BERTRAM NMN MCKEITHEN JR , Assistance Officer	DATE Mon Aug 24 13:00:53 GMT 2020
--	--------------------------------------

# CITY OF COVINGTON AGENDA ITEM REQUEST FORM

### 2020 AIR Submission Deadlines

Dec 27	June 5
Jan 10 & 24	July 2 & 24
Feb 7 & 21	Aug 7 & 21
Mar 6 & 20	Sept 11 & 25
Apr 10 & 24	Oct 9 & 30
May 8 & 22	Nov 13 & 25

<b>Caucus Meeting Date</b>	October 6, 2020
<b>Legislative Meeting Date</b>	October 13, 2020
<b>Order</b> <input checked="" type="checkbox"/>	<b>Ordinance</b> <input type="checkbox"/>
<b>Resolution</b> <input type="checkbox"/>	<b>Presentation</b> <input type="checkbox"/>

<b>Division/Department Head Signature</b>
TOM WEST via email 9/24/20 4 pm

<b>Responsible Staff Person</b>
Tom West

<b>Specific Nature of Request</b>
AN ORDER AUTHORIZING THE MAYOR TO EXECUTE AN ECONOMIC DEVELOPMENT INCENTIVE WITH RP PROP OZ, LLC FOR THE PROPERTY AT 115 PARK PLACE.

<b>Description of Request Including Background Information if Relevant</b>
115 Park Place is being renovated into a mixed-use building with apartments and a restaurant user on the first floor. To provide additional seating area, the developer has requested the City eliminate three on-street parking spaces so they can expand the public sidewalks on Court St (between Park Pl and 4th Street) to match the streetscape outside Molly Malones. Ultimately, this will allow the restaurant user to apply for expanded outdoor seating. The CEDA Board voted on 9/3/20 to recommend up to \$45,886 (of actual costs from TIF) to reimburse the developer to construct the expanded public sidewalks. The construction of the public infrastructure costs is anticipated to be complete within 6 months. Public Works has approved the permit and the Parking Authority has approved the elimination of the three parking spaces.

<b>Company/Entity (if multiple, list all)</b>
RP PROP OZ, LLC

### SIGNING ORDER

<b>Value/Cost</b>
\$45,886

1. LEGAL DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

<b>Funding Source Including Account No.</b>
TIF (FUND 23)

2. FINANCE DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

<b>Copy of Contract Attached?</b>
YES

3. CITY MANAGER  DATE 9/30/2020

<b>Payment Terms</b>
Reimbursement; Grant

<b>NOTES</b>
Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.

## **TIF REDEVELOPMENT ASSISTANCE AGREEMENT**

This agreement (the “Agreement”) is entered into this \_\_\_ day of October, 2020 (the “Effective Date”), by and between the **CITY OF COVINGTON, KENTUCKY**, a Kentucky municipal corporation of the home rule class (the “City”) and **RP PROP OZ, LLC**, a Kentucky limited liability company with a principal office of 100 Riverside Drive, Unit 201, Covington Kentucky, 41011 (the “Developer”).

### **BACKGROUND**

1. The City has established a Covington Development Area pursuant to Commissioners’ Ordinance Nos. O-58-12 and O-16-19 (the “Development Area”) to encourage reinvestment and development within the Development Area.
2. The Development Area legislation authorizes the City to provide direct redevelopment assistance for actual costs of acquisition, construction, and reconstruction of public works and public improvements.
3. The Developer owns the commercial property located at 115 Park Place, Covington, Kentucky 41011, which is within the Development Area, for which the Developer has proposed an expanded public sidewalk to continue to the length of the sidewalk available at abutting properties.
4. Developer has applied for Development Area funds in order to fill gaps in financing for the sidewalk project.
5. Upon the recommendation of City staff, the City’s Board of Commissioners has adopted Commissioners’ Order No. ORD-\_\_\_\_\_-20, which authorizes redevelopment assistance to Developer to assist in the public utility project.
6. The disbursement of the redevelopment assistance is conditioned upon Developer fulfilling all terms and conditions contained herein.

Accordingly, the parties acknowledge and agree as follows:

### **STATEMENT OF THE AGREEMENT**

#### **Section 1. The Project.**

- (a) Developer shall undertake the development of the public infrastructure project related to expanding the sidewalk abutting 115 Park Place Covington, Kentucky 41011 (the “Property”) in accordance with the project scope of work attached hereto as Exhibit A (the “Project”).
- (b) Developer shall complete the Project within six months of the Effective Date of this Agreement.

- (c) Developer shall obtain a Right of Way Encroachment Permit from the City for the Project, prior to beginning work on the Project. Developer shall acquire all required approvals and permits to construct and operate the Project in accordance with Exhibit A, including but not limited to zoning permits, construction permits, occupational licenses, and Certificates of Appropriateness required to construct and operate the Project.
- (d) Developer shall comply with all terms and conditions of this Agreement.
- (e) Except for the TIF Assistance as described in this Agreement, the financing for the Project shall be the sole responsibility of the Developer, and the City shall have no other obligation or responsibility for paying for any costs for the Project.

**Section 2. Grant.**

Subject to the terms and conditions of this Agreement, the City shall provide Developer with a grant in amount not to exceed **\$45,886.00** (the “TIF Assistance”).

**Section 3. Coordination with City.**

- (a) Funding Acknowledgement. Developer shall incorporate the logo, tagline or other graphic provided by the City on any construction site signage on the Property in a manner consistent with other development partners, funding sources and contractors. For the duration of the construction phase of the Project, the City may also request the installation of one (1) banner or sign per block face at a mutually agreeable location(s) recognizing the City’s involvement in the Project. This sign or banner will be provided by the City and will be installed by Developer.
- (b) Media. Developer shall coordinate the announcement of the Project in a news conference, news release or other mutually agreed upon format or platform in collaboration with and ensuring the participation of officials representing the City of Covington.
- (c) Project Updates. From the Effective Date until the issuance of a Certificate of Occupancy for the Project, Developer shall provide monthly status reports to the City’s Economic Development Department, and meet as reasonably requested with representatives of the City to provide updates as to the status of the Project and to coordinate the various phases of the Project with the City.

#### **Section 4. Disbursements.**

The following conditions shall govern disbursement of the TIF Assistance:

- (a) Reimbursement Basis. The City shall disburse the TIF Assistance on a reimbursement basis after completion of the Project and following all private funds demonstrated in the Project budget in Exhibit A being utilized by Developer (i.e., The TIF Assistance funds shall be last in). Developer shall not be entitled to a disbursement of TIF Assistance to pay for costs incurred prior to the Effective Date.
- (b) Claim Voucher. To submit for a TIF Assistance disbursement, Developer shall submit a claim voucher, including: a project completion certification form in a format approved by the City, invoices demonstrating cost of any improvements completed under this Agreement, cancelled checks evidencing payment of said improvements, and lien waivers from all contractors and subcontractors working on the Project.
- (c) Solely for Project Costs. Developer shall request the TIF Assistance and shall use the TIF Assistance solely for Project costs. Nothing in this Agreement shall permit, or shall be construed to permit, the expenditure of TIF Assistance for the acquisition of supplies or inventory, or for the purpose of purchasing materials not used in the construction, or for establishing a working capital fund, or for any other purpose not specifically approved by the City herein.
- (d) Permissible Expenses. Developer shall not request a disbursement of TIF Assistance for any expenditure that is not itemized on or contemplated by the approved budget in Exhibit A or if the costs for which the disbursement is being requested exceeds the applicable line item in the budget; however, the Developer may request, in writing, that funds be transferred between line items, with the City's approval thereof not to be unreasonably withheld.
- (e) Actual Costs. Disbursements shall be limited to an amount equal to the actual cost of the work, materials, and labor incorporated in the work for the Project up to the amount of such items as set forth in Developer's request for payment and the TIF Assistance. Anything contained in this Agreement to the contrary notwithstanding, the City shall not be obligated to make or authorize any disbursements from the project account if the City determines, in its reasonable discretion, that the amounts remaining from all funding sources with respect to the Development are not sufficient to pay for all the costs to complete construction for the Project.
- (f) Expiration of Duty to Disburse. Notwithstanding anything in this Agreement to the contrary, the City's obligation to make the TIF Assistance available to Developer, to the

extent such TIF Assistance have not been disbursed, shall terminate ninety (90) days following completion of construction.

- (g) Right to Reject Disbursement Request. The City shall reserve the right to reject any request for a disbursement for failure to provide sufficient evidence of a qualifying expenditure.

#### **Section 5. Developer Representations, Warranties and Covenants.**

As a material inducement to the City to provide the TIF Assistance, Developer represents and warrants the following:

- (a) Organization and Authority. Developer validly exists as a limited liability company in the Commonwealth of Kentucky and has sufficient authority to enter into this Agreement. The person signing this Agreement on behalf of the Developer is fully authorized to do so.
- (b) Conflicts. There is no action, suit, or proceeding pending which if determined adversely to Developer's interests, would materially and adversely affect or impair Developer's ability to execute, deliver, or perform under this Agreement. Furthermore, there is no agreement to which Developer is a party or, to Developer's knowledge, is binding on Developer, which is in conflict with this TIF Assistance.
- (c) Compliance with Safety Requirements and Resolutions. Developer shall comply with all local, state, and federal safety requirements. Developer shall comply with all zoning, building code, fire code and any other regulations related to the construction of the Project.
- (d) Professionals, Subcontractors, Agents, and Employee Qualifications. Developer shall utilize qualified and capable professionals, subcontractors, agents, and employees in the execution of the Project contemplated herein. Technicians shall possess applicable certifications and qualifications to perform all work related to the Project.
- (e) Building Permits and Certificate of Occupancy. Developer affirms that it has obtained, or has taken the appropriate steps to obtain, all building permits and all applicable required Certificates of Appropriateness and zoning permits required to complete the Project. Developer shall obtain a Certificate of Occupancy upon completion of the Project.
- (f) Occupational License Fees. Developer affirms that it has obtained or has taken the appropriate steps to obtain a Business Regulatory License and Occupational License so as to comply with § 110.01 *et seq.* of the Covington Code of Ordinances. Developer agrees to pay the City all taxes and fees that are due or which shall become due for work performed by Developer or Developer's employees in the City of Covington.
- (g) Good Standing. Developer affirms that it is in good standing with the City pursuant to City of Covington Code of Ordinances Section 35.35.
- (h) TIF Assistance Use. Developer will use the proceeds of this TIF Assistance for the sole purpose of completing the construction for the Project and in compliance with this Agreement.

- (i) Workmanship. Developer shall ensure that all construction is accomplished in a proper and workmanlike manner and with due diligence.
- (j) Employee or Agent Conflict of Interests. Developer represents and warrants that no City officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the obligations under this Agreement, nor any subcontractor, immediate family members, close Developer associate, or organization which is about to employ any such person, shall have any personal financial interest, direct or indirect, in Developer or in this Agreement, except for persons that are employees of the Developer. By signing this Agreement Developer affirms that it is aware of the prohibition against conflicts of interest, gratuities, and kickbacks as set forth in KRS 45A.455, which is specifically incorporated herein by reference, and agrees not to violate these provisions.
- (k) Taxable Events. Developer hereby acknowledges that is shall have sole responsibility for any tax consequences related to receipt of the TIF Assistance.
- (l) Non-discrimination. Developer does not discriminate against any employee or applicant for employment because of any protected class, including but not limited to, race, color, religion, sex, age, national origin, gender identity, or disability.

#### **Section 6. Events of Default.**

The following shall be considered Events of Default under this Agreement:

- (a) Failure of Developer to fully perform and carry out each and all of the terms, covenants, and conditions of this Agreement.

#### **Section 7. Notice of Default and Cure.**

Upon establishing that an Event of Default has occurred, the City shall provide written notice to the Developer at the address provided below with a request that the Developer cure said Event of Default within a reasonable time (the "Cure Period"). Failure of the City to provide Notice shall not constitute a waiver of its rights related to any Event of Default.

#### **Section 8. Remedies.**

Upon an Event of Default that is not subject to cure or which the Developer fails to cure within any applicable Cure Period, the City may institute any of the following remedies:

- (a) Withholding reimbursements. City shall be authorized to withhold, reject, and cancel all TIF Assistance disbursements.
- (b) Repayment. City may require Developer to repay to City all disbursements to Developer of TIF Assistance.

(c) Remedies Available at Law. In addition to and exclusive of the remedies listed above, the City may institute any other remedies legally available.

**Section 9. Administrative Extension for Project Completion.**

Pursuant to Section 1(b), the Developer must complete the Project within 6 months of the Effective Date of this Agreement. Should the Developer fail to meet this deadline, the City Manager may issue a contract extension notice upon a showing by the Developer that the Project was not completed due to circumstances beyond the Developer's control, which shall be known as a "Reasonable Delay." The City Manager may consider delays due to adverse weather conditions, availability of contractors, and force majeure events as Reasonable Delays. Budget constraints shall not constitute a Reasonable Delay. The extension authorized by the City Manager shall not exceed three months, and no more than one administrative extension may be granted.

In the event that the City Manager finds the Developer has not established a Reasonable Delay, the Developer may request a contract extension via an amendment to this Agreement by the Board of Commissioners. This section shall not be construed to provide Developer a right to a contract extension, and Developer should use all reasonable efforts to complete the Project within six months of the Effective Date.

**Section 10. Jurisdiction and Venue.**

This Agreement shall be construed under the laws of the Commonwealth of Kentucky, regardless of any choice of law principle. Any dispute related to this Agreement shall be brought in the state or federal courts situated in Kenton County, Kentucky.

**Section 11. Third Party-Beneficiaries.**

This Agreement shall not create any rights or causes of action against the City for any third-party, including Duke Energy, tenants or employees of the Developer.

**Section 12. Amendments.**

The parties may amend the terms of this Agreement and any such amendments must be in writing and signed by both parties.

**Section 13. Assignment.**

Developer may assign its interests and rights to this TIF Assistance only upon City's prior or contemporaneous written consent.

**Section 14. Indemnification.**

Developer shall indemnify the City and hold the City harmless for any and all claims, demands, rights, actions, complaints, suits, notices of breach, evictions, violations, debts, damages, and causes of action of whatever type or nature, including but not limited to injury to, or death of,

persons or loss of, or damage to, property, suffered in connection with performance of any work on the Project by Developer or any party acting by, under, through, or on behalf of Developer, whether legal or equitable arising from this Agreement. In addition to the indemnities provided in this section, Developer shall defend City, its officers, agents, and employees (i) against any suit, proceeding, claims for losses, costs, damages or expenses including, without limitation, charges for personal injury, death or property damage that arise out of any and all acts or omissions of employees or agents of the Developer or Developer's subcontractors in connection with the Project; and (ii) shall pay all damages, costs and expenses in connection with such actions, including City's attorneys' fees.

**Section 15. Interpretation.**

The captions at the beginnings of several paragraphs of this Agreement are not a part of the context thereof but are merely labels to assist in locating and reading such paragraphs. They shall be given no effect in construing the Agreement.

**Section 16. Notices.**

All notices permitted or required to be given under this Agreement shall hand delivered or deposited in the United States Mail, sent by first class postage, to:

If to City:  
City of Covington  
Attn: City Manager  
20 W. Pike Street  
Covington, KY 41011

If to Developer:  
RP PROP OZ, LLC  
100 Riverside Place  
Covington, KY 41011

[Signature page follows.]

**IN WITNESS WHEREOF**, the parties hereto, have subscribed their names below:

**CITY OF COVINGTON, KENTUCKY**

\_\_\_\_\_  
Joseph U. Meyer, Mayor

Pursuant to Order No. ORD-\_\_\_\_\_

**RP PROP OZ, LLC (DEVELOPER)**

\_\_\_\_\_  
BY: Josh Niederhelman  
ITS: Member

**Exhibit A**  
**Project Description**

# CITY OF COVINGTON CEDP APPLICATION

## SECTION I - APPLICANT INFORMATION

Applicant Name(s): Josh Niederhelman

Name of Business: RP Prop OZ

Type of Business: Real Estate Investment Federal Tax I.D. [REDACTED]

Address: 100 Riverside Place City: Covington State: KY Zip: 41011

Telephone: [REDACTED] Mobile: \_\_\_\_\_

Email: josh@covcor.com

Are you in good standing with the City (taxes current, no lawsuits, active permits, etc.)? - YES

### Purpose of Application (Please Check)

New Construction  Renovation

### Ownership & Management

Sole Proprietorship  Corporation  Partnership  
 LLC  Limited Partnership Other: \_\_\_\_\_

List all properties, partners, and/or stockholders with at least 20% ownership in business:

Name & Title: Mark Hemberger - Member

Address: 305 E. LOWRY LANE, COVINGTON KY 40503

Phone: 513-313-9109 Percent Ownership: 33%

Name & Title: Matt Hemberger - Member

Address: 128 E. 2ND ST COVINGTON, KY 41011

Phone: 513-313-9107 Percent Ownership: 33%

Name & Title: Josh Niederhelman - Member

Address: 327 Riverside Covington, KY 41011

Phone: 513-200-9462 Percent Ownership: 34%

## SECTION II - PROPERTY INFORMATION

Property Address: 115 Park Place

Do you own the property? Yes | No Acquisition Cost \$ 450,000 Acquisition Date: 1/8/19

Is the property subject to an existing mortgage?  Yes | No

Name & Address of Mortgage: Stock Yards Bank

Current Balance \$ TBD – new loan pending (~\$550,000)

If you do not own this property, is it under option? Yes | No

Purchase price stated in option? \$ \_\_\_\_\_ Option expiration date: \_\_\_\_\_

Name & Address of Current Owner: \_\_\_\_\_

Attach a copy of the option agreement and provide any information regarding the agreement.

Is the property occupied?  Yes | No What percentage of existing structure is occupied? 75 %

Size of existing structure to be renovated or addition to be constructed: Sidewalk \_\_\_\_\_ SF

Size of new building to be constructed: N/A SF

Total SQ FT/units to be constructed/renovated:

Office: \_\_\_\_\_ SF Industrial \_\_\_\_\_ SF Retail: \_\_\_\_\_ SF

Please describe your proposed project and explain how City funds will be used.

The east sidewalk of the property is to be expanded to match existing neighboring properties and create a more pedestrian friendly area for potential seating, events, and general environment enhancements. The project will create double the sidewalk area for pedestrians and business in the occupied spaces.

Please describe the benefits this project will bring to Covington (attach additional page if necessary).

The project will further enhance the city streetscape and create a more defined sense of space within the Park Place and Roebling Point area. The increased pedestrian access will allow more visitors to frequent the vendors and allow the vendors to hire more people. The "curb appeal" will be enhanced which will be a catalyst for additional development to the project area and surrounding properties.

Full Time: 4 Part Time: 6 Total annual payroll: \$ \_\_\_\_\_

During the first twelve months of the agreement: 10 positions

During the second twelve months of the agreement: \_\_\_\_\_ additional positions

During the third twelve months of the agreement: \_\_\_\_\_ additional positions

Temporary Construction Jobs: \_\_\_\_\_ Total Annual Payroll: \$ \_\_\_\_\_

Length of Construction Period: 30 days

Brief Description of Job Types Created and Projected Salaries (attach additional page if necessary).

Restaurant jobs

### SECTION V - REQUIRED APPLICATION DOCUMENTS

Please provide the following documentation as an attachment. If you believe that a particular item is not applicable to your project, please include an explanation of why you believe it is not applicable. **Please ensure that all sections are complete and ALL REQUIRED DOCUMENTS below are submitted with the application.**

Attachment Number	Attached (Yes/No)	Attachment Description
#1	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Development Team:</b> Articles of Incorporation with State, Outline the full development team, Operating/Partnership Agreement; Resumes of owners and key managers;
#2	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Owner Financial Strength:</b> Personal Financial Statements from all 20% or more owners of applicant entity are REQUIRED.
#3	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Financial Information:</b> Provide 10-year cash flow projection and list all project assumptions (excel - rent rates, revenue & expense growth). Budget that details total project investment (excel)
#4	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Sources of Funds:</b> Conditional Bank commitment and/or term sheet; List of any funding requests pending or committed; Tax credits allocated or applied for; any project gap and public subsidy request
#5	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Cost Verifications:</b> Purchase agreements, contractor estimates, architect contract.
#6	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<b>Environmental:</b> Summary
#7	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<b>Market Information:</b> Copy of Appraisal (or one will be ordered at developer's cost). Summary of all assumptions including lease rates, absorption/capture rates, vacancy, expense escalators, etc.);

## SECTION VI - DEVELOPER CERTIFICATIONS

Has the applicant:

1. Been convicted of a felony? Yes | No
2. Been convicted of or enjoined from any violation of state or federal securities law? Yes | No
3. Been a party to any consent order or entry with respect to an alleged state or federal securities law violation? Yes | No
4. Been a defendant in a civil or criminal action? Yes | No
5. Owe any delinquent taxes to the Commonwealth of Kentucky or a political subdivision of the Commonwealth? Yes | No
6. Owe any monies to the Commonwealth or a state agency for the administration or enforcement of any environmental laws of the Commonwealth? Yes | No
7. Owe any money to the Commonwealth, a state agency, or a political subdivision of the Commonwealth that are past due, whether the amounts owed are being contested in a court of law or not? Yes | No
8. Received City development assistance and/or enacted development agreements with the City within the past 5 years? Yes | No
  - a. If yes, are the applicant and its affiliates currently in compliance with said agreement? Yes | No
  - b. If yes, have the applicant and its affiliates had any agreements with the City of Covington or other political subdivision of the Commonwealth of Kentucky terminated for non-compliance? Yes | No

## Certification

I certify that all the information included in and attached as part of this application is complete and correct to the best of my knowledge. I understand that the City will rely on the accuracy of this information. I authorize the verification of all financial and other information in connection with this application.

Signature: [Handwritten Signature]  
 Date: 8-25-20

Signature: [Handwritten Signature]  
 Date: 9/25/20

Signature: [Handwritten Signature]  
 Date: 9-25-20

Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

# CITY OF COVINGTON AGENDA ITEM REQUEST FORM

### AIR Form Submission Deadlines

May 10	September 6
May 24	September 27
June 7	October 11
July 5	October 25
July 26	November 8
August 9	November 27
August 23	

<b>Caucus Meeting Date</b>	10/6/2020
<b>Legislative Meeting Date</b>	10/13/2020
<b>Order</b> <input checked="" type="checkbox"/>	<b>Ordinance</b> <input type="checkbox"/>
<b>Resolution</b> <input type="checkbox"/>	<b>Presentation</b> <input type="checkbox"/>

<b>Division/Department Head Signature</b>
Nieghborhood Services 

<b>Responsible Staff Person</b>
Ken Smith

<b>Specific Nature of Request</b>
An order authorizing the Mayor to execute a Neighborhood Grant Program Administration Agreement with the Center for Great Neighborhoods (CGN)

<b>Description of Request Including Background Information if Relevant</b>
Over the last two years, CGN has served as fiscal agent for almost all of the Neighborhood Grants that have been awarded. This has been extremely helpful as most neighborhood groups are not incorporated and have no federal ID number. Staff is recommending a more formalized role for CGN. Without any increased costs, CGN has agreed to continue to serve as fiscal agent for all grants, help publicize/promote the program, work with groups to vet their ideas and complete their applications, and assist groups with implementation of their projects. CGN will also provide an aggregate report, including financial reconciliations, to the City within 30 days of completion deadlines.

<b>Company/Entity (if multiple, list all)</b>

### SIGNING ORDER

<b>Value/Cost</b>
\$6,000

1. LEGAL DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

<b>Funding Source Including Account No.</b>
General Fund 0001-0401-4230-0000

2. FINANCE DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

<b>Copy of Contract Attached?</b>

 9/30/2020  
3. CITY MANAGER \_\_\_\_\_ DATE

<b>Payment Terms</b>
Normally 1/2 each round FY21 one round and one payment

<b>NOTES</b>
Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.

## NEIGHBORHOOD GRANT PROGRAM ADMINISTRATION AGREEMENT

This Neighborhood Grant Program Administration Agreement (the "Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 (the "Effective Date") by and between the **CENTER FOR GREAT NEIGHBORHOODS OF COVINGTON, INC.** with a principal office of 321 W. MLK Blvd, Covington Kentucky 41011 ("CGN"), and the **City of Covington, Kentucky**, a Kentucky City of the home rule class with a principal address of 20 W. Pike Street, Covington, Kentucky 41011 (the "City"). Together, the City and CGN shall be referred to as the "Parties."

### RECITALS

**WHEREAS**, pursuant to Commissioners' Order No. ORD-██████-20, the City has established guidelines for the Neighborhood Grant Program Year 2020-2021 ("Program"), which is a competitively awarded program that provides funding for projects within Covington neighborhoods that improve the physical appearance of communities and enhance the sense of social cohesion through beautification projects, blight removal, special events, and activities; and

**WHEREAS**, CGN previously served as the fiscal agent for several neighborhoods that were not incorporated legal entities; and

**WHEREAS**, CGN provided the City with valuable administration assistance for the 2019-2020 grantees it served, and the City and CGN have determined that this experience would be an asset to the City in administering additional portions of the Program; and

**WHEREAS**, this Agreement has been approved by the Covington Board of Commissioners via Commissioners' Order No. ORD-██████-20; and

**WHEREAS**, pursuant to this Agreement, the City shall retain control over how the City funds are expended.

**NOW, THEREFORE**, the Parties agree as follows:

#### **1. PURPOSE**

The purpose of this Agreement is to govern the administration of the Program in order to mutually advance the public purpose of community building and economic development.

#### **2. PROGRAM PROCESS**

The City develops a yearly Neighborhood Grant Program with applicable guidelines, making eligible up to \$5,000.00 in grant funds to successful neighborhood group applicants, for a total amount not to exceed \$54,000.00. (the "Program Grant Funds"). Applications for the Program will be received by the City, and administered and paid out through CGN using the City funded Program Grant Funds. CGN will provide additional support for the Program to City and Program applicants as further detailed in this Agreement. The program is administered on a bi-annual

basis, with 2 rounds of applications each year. Applications recommended for approval will be submitted to the City of Covington Board of Commissioners for final approval.

### **3. CITY OBLIGATIONS**

City shall perform the following with regard to the Program:

- a. City shall advertise the Program.
- b. City shall be responsible for receiving all applications submitted under the Program.
- c. City staff will select a panel of individuals to review applications. The panel, along with a representative chosen by CGN (the "Review Panel"), shall review applications and make decisions on the Program applicants on a bi-annual basis based upon the City's Program guidelines and rating criteria established by Commissioners' Order No. ORD-\_\_\_\_-20 attached hereto as Exhibit A, Chapter 36 of the Covington Code of Ordinances "City of Covington Code of Ethics" the City's most current ethics ordinance, and all other applicable laws, rules, and regulations governing ethical conduct and the expenditure of public agency funds (the "Applicable Rules and Laws").
- d. City will process CGN invoices each round and within 30 days, make payment for amounts of all approved Program grants. City reserves the right to reject invoices which are inaccurate. City will cooperate with CGN to resolve any billing disputes.

### **4. SCOPE OF CGN SERVICES**

CGN shall be responsible for performing the following services (the "Services"):

- a. CGN will support the City's advertising of the Program by utilizing its expertise in community outreach by providing applications to community groups and residents with which CGN is in contact.
- b. CGN will assist applicants with the application process and generally be responsible for administering the application and application review process. CGN shall provide guidance and suggestions to all applicants to improve the quality of applications received.
- c. CGN shall operate the Program in accordance with all Applicable Rules and Laws.
- d. CGN will select an individual to represent it on the Review Panel. The CGN representative will participate in all reviews utilizing the Applicable Rules and Laws.

- e. After grant decisions are made each round, CGN will invoice the City for the exact amount of Program Grant Funds needed to pay out approved Program grants that round. CGN will cooperate with City to resolve any billing disputes.
- f. CGN will enter into agreements with each Program awardee that address expectations, outcomes, fiscal responsibility, etc. (the "Awardee Agreement"). The Awardee Agreement shall be in the form attached hereto as Exhibit B.
- g. CGN shall serve as the fiscal agent for the awardees in relation to their Program grant. Past Program grantees have frequently been informal neighborhood groups not equipped to hold grant funds individually and therefore would not be eligible for the grant program without the assistance of CGN's record keeping, book keeping, and financial oversight.
- h. CGN will remain in regular communication with grantees (as frequently as possible) to monitor that awardees remain on the project timeline, budget, and scope. CGN shall also request information from awardees to ensure each awardee makes decisions as a group, advertises programs and events properly through various channels including the City, and acknowledges the City as funder.
- i. CGN shall require in each Awardee Agreement that awardees complete their approved project within 120 days of the project award decision.
- j. CGN shall ensure that Awardee Agreements require awardees to return to City any unused funds awarded under the Program within 150 days of the project award decision.
- k. CGN shall require reports from awardees upon project completion which must contain information addressing items including: receipts and cancelled checks for project costs, the project impact, budget, engagement numbers, event/project photographs, and future plans. The reports shall contain a financial reconciliation demonstrating the amounts of Program funds expended by the awardee, accompanying evidence of expenditures, and an accounting of any unused Programs funds.
- l. CGN shall consolidate awardee reports into one report per round and provide the report to the City Neighborhood Services and Finance Department within 150 days of project award decisions for that round. The consolidated report shall include all financial reconciliation information from Program awardee reports.
- m. CGN shall allow City access to its books and financial records relating to the Program to conduct audits as reasonably requested by City. CGN shall keep cancelled checks to Program awardees and provide copies to City with its bi-annual consolidated reports.

## **5. TERM**

The Agreement shall be effective from July 1, 2020 and run until June 30, 2023 (the "Term"), subject to continued funding of the Program by the City Board of Commissioners each fiscal year.

## **6. CONTRACT PRICE & PAYMENT**

CGN shall be entitled to \$3,000.00 each round for performance of the Services during the Term. CGN will submit a detailed invoice to the City for the service fee at the beginning of each round. City will make payment of the \$3,000.00 service fee within 30 days of receipt of said invoice.

## **7. OPERATIONAL DIFFERENCES APPLICABLE TO FISCAL YEAR 1**

The parties anticipate that for the first fiscal year of the Term, being July 1, 2020 to June 30, 2021, only one round of Program applications will occur. The full amount of Program Grant Funds will be provided in a singular round in the first fiscal year of the Term. CGN shall be entitled to \$6,000.00 for the round, as opposed to \$3,000.00 for performance of the services in the first fiscal year of the Term due to the application process being condensed into one round and the accompanying increase in administrative services required of CGN for the first round.

## **8. RULES ON GRANT DISBURSEMENT AND USE OF FUNDS**

Expenses incurred prior to the effective date of any awardee agreement shall not be fundable with Project Funds. CGN shall ensure the return to City of any portion of the Program Grant Funds not utilized on approved expenses under the Awardee Agreement within 120 days of the disbursement date.

## **9. BREACH & REMEDIES**

Should CGN fail to comply with any of the terms of this Agreement CGN shall be in breach of this Agreement. Should Grantee or CGN be in breach of this Agreement, CGN shall be required to repay to City any inappropriately utilized Program grant funds upon a written request from City notifying CGN of the breach. City shall be further authorized to pursue all remedies available at law and equity.

## **10. CONFLICT OF INTEREST**

By signing this Agreement, CGN affirms that it is are aware of the prohibition against conflicts of interest, gratuities, and kickbacks as set forth in KRS 45A.455, which is specifically incorporated herein by reference, and agrees not to violate these provisions.

## **11. MODIFICATION**

Any modification of this Agreement must be made in the form of a writing signed and dated by the Authorized representatives of the Parties.

## **12. NOTICE**

Any communications pertaining to this Agreement are sufficient only if in writing and delivered in person, mailed or transmitted electronically by e-mail to the individuals listed below:

If to CGN:

The Center for Great Neighborhoods of Covington, Inc.  
321 W. MLK Blvd  
Covington, Kentucky 41011

If to City:

City of Covington  
ATTN: City Manager  
20 W. Pike Street  
Covington, Kentucky 41011

## **13. GENERAL PROVISIONS**

- a. By entering into this Agreement, CGN acknowledges that it and the individual awardees shall be solely responsible for their respective tax consequences or assessments associated with the Program Grant Funds against said parties individually.
- b. The relationship of the CGN and City established by this Agreement is that of independent contractors. CGN agrees that it shall be considered an independent contractor and that there is no employment relationship created between CGN and City, or between Contractor's employees, agents, and subcontractors and City. No joint venture or partnership is created. CGN and its employees, agents and contractors performing services hereunder shall not be entitled to any employee benefits of City.
- c. The Parties acknowledge that this Agreement does not authorize CGN any grantees to enter or make improvements on City property. If the approved expenses the Grant Agreements contemplate improvements to or use of City property, CGN shall ensure that the grantee first obtain all applicable approvals, such as an encroachment permit or revocable license.

#### **14. INDEMNIFICATION**

CGN shall indemnify and defend City against any claims, demands, suits, actions, or proceedings related to CGN breach of this Agreement, including improperly spending, illegally spending, misusing, improperly withholding, miscalculating, or unreasonably delaying disbursement of the Program Grant Funds. These indemnifications shall include, but not be limited to, lawsuits against the City for fraud by CGN in its use or acquisition of the City Contribution.

#### **15. OPEN RECORDS**

The Parties acknowledge that any documents, records, or communications pertaining to this Agreement shall be deemed “open records” subject to disclosure pursuant to KRS 61.870, *et seq.* (the “Open Records Act”), and other applicable law.

#### **16. TERMINATION**

This Agreement may be terminated in whole or in part by either party without cause. Written notice of termination shall be given as outlined above 30 days prior to the end of any quarter during the Term. Failure to honor any of the obligations stated above may also result in the immediate termination of this Agreement. Upon termination the City’s right to audit and inspect records for the current and previous rounds shall remain in full force and effect, for 1 year following the date of termination. Upon a termination, CGN shall refund any unused Grant Award Funds not used by Grantees. This Agreement may be terminated by City effective at the end of any fiscal year during the Term if the Covington Board of Commissioners has not appropriated funding for the Program for the following fiscal year.

#### **17. AUTHORIZED REPRESENTATIVES**

By signature below, each party certifies that the individuals listed below are representatives of the individual Parties and are authorized to act in their respective areas for matters related to this Agreement.

[Signatures follow.]

**In Witness Whereof**, the authorized representative of each party has set their hands as of the date first written above.

**CITY OF COVINGTON,**  
**KENTUCKY**

\_\_\_\_\_  
Joseph U. Meyer, Mayor

**THE CENTER FOR GREAT**  
**NEIGHBORHOODS OF COVINGTON, INC.**

\_\_\_\_\_  
By: \_\_\_\_\_

Title: \_\_\_\_\_

**Exhibit A**  
**Program Guidelines and Rating Criteria**

**Exhibit B**  
**Awardee Agreement**



The Center  
for Great  
Neighborhoods

## Neighborhood Grant Program Agreement

Congratulations [named organization or individual] on your award of \${amount} from the City of Covington's Neighborhood Grant Program. This Agreement is between [named organization or individual] and The Center for Great Neighborhoods and outlines your responsibilities as a grant recipient. If at any time you have questions about the project, need to deviate from the expectations as outlined in the Agreement or as submitted in your Application, please contact Shannon Ratterman at [shannon@greatneighborhoods.org](mailto:shannon@greatneighborhoods.org) or 859-866-7524.

### Timeline

You must sign and return this Agreement within 7 days. You may begin working on your project as soon as the Agreement is returned and are expected to have it complete within 120 days from the date of this Agreement. You must complete and submit a Report (form attached) within 7 days from the completion of your project.

### Required Amendments & Permissions

It is your responsibility to make sure you have written approval from all relevant parties (including but not limited to property owners, all applicable City departments, etc.) before starting on your project. This Agreement is not a substitute for that approval. Listed here are required changes to your project from what was submitted in your Application and additional permissions that must be obtained:

[insert list of changes and permissions]

### Grant Disbursement & Use of Funds

All grant awards will be disbursed from the City of Covington, through The Center for Great Neighborhoods. The City funds are to be exclusively used toward the approved expenses listed below. The Center will write checks directly to an individual, organization, or business only when provided with an accompanying invoice or receipt. Expenses incurred prior to the date of this Agreement will not be approved. Any funds not used within 120 days from the date of this Agreement will be returned to the City of Covington within 150 days from the date of this Agreement.

[insert approved or adjusted budget from Application]

ITEM	NEIGHBORHOOD GRANT FUNDING
<i>TOTALS</i>	

### Project Implementation

All funded projects will be assigned a staff person from The Center as a liaison. This staff person can aid in implementing your project and will be checking in with you regularly to ensure that the project is proceeding as planned. The Center staff is here to help your project be successful, so please take full advantage of this resource!

### Reporting

You are required to complete a project Report upon project completion. The Report must detail the project results, achievements, outcomes, resident engagement, the project impact, budget, and future plans. A Report form is attached. The report must contain a financial reconciliation demonstrating the amounts of project funds expended by you as the grantee and an accounting of any unused project funds.

### Publicizing Your Project

Grantees are encouraged to publicize their projects and to spread the word about their good works and role in the community. Publicity vehicles include press releases, annual reports, newsletters, brochures, flyers, banners, websites, social media, and so forth. We appreciate the great work that you do in the community and know that your work inspires others. Publicity for projects allows others to discover the program, which leads more people to seek funding and create change in the community. You are required to publicize your project and to use the City of Covington's name, logo, Neighborhood Grant Program name, and The Center for Great Neighborhoods name and logo.

### Certification & Liability Release

By signing below, I certify that I am authorized to act on behalf of the organization/group that is referenced in this Agreement. By signing below, I hereby release The Center for Great Neighborhoods and the staff, officers, board of trustees, contractors and funders of The Center for Great Neighborhoods, and the City of Covington and its staff, officers, and elected officials, without limitation, from any and all liability, loss, or claim related to the Neighborhood Grant Program and my participation therein.

By signing below, I agree that I have read, understand, and agree to the conditions detailed above.

---

Signature of Project Contact

Date

---

Printed Name



The Center  
for Great  
Neighborhoods

## Neighborhood Grant Program Report

Please answer the following questions regarding your Neighborhood Grant Program project and email this report and accompanying photos to Shannon Ratterman at [shannon@greatneighborhoods.org](mailto:shannon@greatneighborhoods.org). Reports are due within 7 days of the completion of your project.

**Project Name:**

**Group/Organization Name:**

**Project Location**

If multiple, please list them all.

**Contact Information**

Name:

Phone:

Email:

**Project Success**

Did you get the results you anticipated? Describe what you actually achieved as it compares to what you planned to achieve and include what helped or hindered your progress. Please describe any unanticipated results, either positive or negative.

Did you receive feedback (either positive or negative) from others in the neighborhood? Please share what others are saying about the project or how it has impact the neighborhood.

**Sustainability**

If you are continuing the project, what are the plans for sustaining or expanding?

**Resident Engagement**

How many Covington residents were engaged in your project? Please describe how they were involved.

**Program Evaluation**

What feedback (either positive or negative) do you have about the Neighborhood Grant Program? Is there anything you would like to see changed?

**Exports**

Please attach a minimum of 10 digital photos, videos, or links from the project.

**Accounting**

Please explain any big differences in the budget you proposed and the final budget you are submitting here. As a reminder these changes were to have been approved before the money was spent.

ITEM	CITY FUNDING	OTHER FUNDING*	VOLUNTEER TIME (hours)**
<i>TOTALS</i>			
<i>Total Neighborhood Grant Amount Awarded</i>			
<i>Total Amount Returned to City</i>			

\*Other funding is not required by the program, but if you used additional resources to complete your project please report that here. You can also include approximate value if resources were donated or in-kind.

\*\*Please total the approximate number of hours that you and other volunteers contributed to the project.

# CITY OF COVINGTON AGENDA ITEM REQUEST FORM

### AIR Form Submission Deadlines

May 10	September 6
May 24	September 27
June 7	October 11
July 5	October 25
July 26	November 8
August 9	November 27
August 23	

<b>Caucus Meeting Date</b>	10/6/2020
<b>Legislative Meeting Date</b>	10/13/2020
<b>Order</b> <input checked="" type="checkbox"/>	<b>Ordinance</b> <input type="checkbox"/>
<b>Resolution</b> <input type="checkbox"/>	<b>Presentation</b> <input type="checkbox"/>

<b>Division/Department Head Signature</b>
Neighborhood Services 

<b>Responsible Staff Person</b>
Ken Smith

<b>Specific Nature of Request</b>
An order approving amended program guidelines for the FY21 Neighborhood Grant Program

<b>Description of Request Including Background Information if Relevant</b>
As part of the FY21 budget, City Commission allocated \$60,000 of General Fund dollars to continue the Neighborhood Grant Program that was launched in FY2019. The goal is to work with community groups to improve the built environment and/or enhance the quality of life in the Covington's diverse neighborhoods. These guidelines are substantively the same as prior years except for the necessary changes to reflect Center for Great Neighborhoods' role, dates, and COVID language. Because of the current pandemic restrictions, the program will only have one round of funding this year. Proposals will be evaluated by a committee of City staff based on timeline, feasibility, impact, need, support, leverage, inclusion, and sustainability. Proposals for areas that have not received previous funding will receive bonus points. Commission will still approve the final grantees/projects.

<b>Company/Entity (if multiple, list all)</b>

<b>Value/Cost</b>
\$60,000

<b>Funding Source Including Account No.</b>
General Fund 0001-0401-4230-0000

<b>Copy of Contract Attached?</b>

<b>Payment Terms</b>

<b>NOTES</b>
Please attach all relevant documents, i.e., draft contracts, resumes, draft development agreements, etc.

### SIGNING ORDER

1. LEGAL DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

2. FINANCE DEPARTMENT REPRESENTATIVE \_\_\_\_\_ DATE \_\_\_\_\_

3. CITY MANAGER  9/30/2020  
DATE



## Neighborhood Grant Program CITY OF COVINGTON, KENTUCKY PROGRAM YEAR 2020-2021 GUIDELINES

### I. PROGRAM SUMMARY

The Neighborhood Grant Program is a competitively awarded program administered by the City of Covington. The goal of this program is to provide flexible funding, using a simple application process, to resident-led neighborhood or community groups (either formal or informal) in order to improve the physical appearance of their communities and enhance the sense of social cohesion through beautification projects, blight removal, special events and activities.

Two grant options are available:

- Small (\$250 - \$1,500)
- Large (\$1,501-\$5,000)

Grantees are restricted to a maximum of two Small grants per fiscal year (July 1-June 30) or one Large.

### II. PROCESS

The program typically has two grant cycles, fall and spring, each year. This year due to COVID19 and the restrictions that places on community activities, the program has been altered to allow for only one cycle, with additional time allowed for project development and project execution. The next application deadline will be on **Monday November 30, 2020 at 4:00 p.m.**

**Step One:** Work with your neighbors to develop an idea for a project, activity or event that improves the physical environment or the quality of life in your community and then build support for it from others.

**Step Two** The City will host a virtual information meeting on October 29<sup>th</sup> from 6-7pm to review the grant guidelines and answer questions from interested individuals or groups. Attendance at this event may be helpful, but is not mandatory to apply for a grant.

**Step Three:** Schedule a meeting or a call with Shannon Ratterman with The Center for Great Neighborhoods, to discuss proposal. This is designed to allow a general vetting of the project or activity and address any concerns prior to submission.

**Step Four:** Complete application making sure to submit before the deadline

**Step Five:** A committee of City and The Center for Great Neighborhoods staff will review and evaluate submissions based on the program's scoring criteria and will select and recommend the winning proposal(s) to Commission for approval.

**Step Six:** City and Center staff will work with the winning applicant(s) to coordinate the necessary items, including execution of a grant agreement, to access the funding as quickly as possible.

For additional questions, please contact the City's Director of Neighborhood Services, Ken Smith at [ksmith@covingtonky.gov](mailto:ksmith@covingtonky.gov) or 859-292-2125 or The Center's Program Director for Community Development, Shannon Ratterman at [shannon@greatneighborhoods.org](mailto:shannon@greatneighborhoods.org) or 859-866-7524.

## TIME LINE OF EVENTS

PROPOSAL SCHEDULE	DATE
Information Meeting (Virtual)	October 29 <sup>th</sup> from 6-7pm
Meet with The Center for Great Neighborhoods	<a href="#">TBD</a>
Deadline for Application Submission	Monday November 30, 2020 at 4:00 p.m.
Committee Recommendation (Tentative)	December 15, 2020
Commission Approval (Tentative)	January 2021
Deadline for Project Completion	June 30, 2021

### III. PROGRAM REQUIREMENTS

**Funding:** The City has allocated approximately \$54,000 for this fiscal year. The program is administered as part of the Neighborhood Services Department. While there will normally be two funding cycles per year, the City may choose to fund more in one cycle than the other.

**Eligible Applicants:** Applicants to the program may be an existing Covington resident-led association, a group of individuals who are currently organizing an community association, or an informal group of neighbors, as long as the application meets the City's objectives and the application proves that there is broad support for the project. All applicants are strongly encouraged to seek opportunities to collaborate with an existing neighborhood association if one exists in the neighborhood where the project will take place. The City will prioritize spreading funding out across as many neighborhoods as possible, so it is to your advantage to collaborate and consolidate applications where possible. Individuals, businesses, social services agencies, fraternal or religious organizations, schools and public agencies are not eligible to apply. Organizations that are eligible, however, may collaborate with these groups to implement the project.

**Other City Department Assistance/Approval:** If another City department is required to approve the project or perform any activity, the applicant must discuss the request with that department prior to submitting the application. Formal approval of any request must be in place before the grant agreement will be executed. Examples might include Public Works installation of a water fountain or street pole banners, approval to install a mural on City owned property, Right-of-Way Encroachment Permits, etc.

**Public Benefit:** Per OAG 99-5, the City must receive benefit from any donation made to a private organization; the funded activity must be a permissible activity; the City must control how the money is spent; and the funds must primarily benefit the public at-large rather than the organization.

**Grant Agreement:** The City is contracting with The Center for Great Neighborhoods to administer the Neighborhood Grant Program. Successful applicants will be required to enter into an agreement with The Center detailing the use of the funds and other legal requirements. **Any expenses incurred before the grant agreement is fully executed will be ineligible for reimbursement.** A sample agreement is attached to these guidelines.

#### Other Criteria:

- Projects must be neighborhood focused and initiated by residents living in the neighborhood.
- Projects must enhance the quality of life in the neighborhood through visible physical improvements or special neighborhood activities.
- Projects must be sustainable (as applicable) and have demonstrated neighborhood support including a community contribution whether financial or in-kind (volunteer labor, material, etc.)
- Projects must have a neighborhood-wide benefit or general benefit to the area.
- Projects must be executed within 120 days from the signing of the Agreement.
- If multiple grant applications are received from one neighborhood, the City may extend the option to combine them into a larger proposal as applicable.
- Preference will be given to neighborhoods or areas of the City that have not previously received funding.

#### IV. PROJECT PROPOSAL REQUIREMENTS

**Neighborhood Grant Application (attached):** This form must be fully completed and submitted to the City by the application due date. The Neighborhood Grant Application outlines the details of the proposed project including:

- detailed description of the proposed project, activity or event;
- timeline and budget;
- information related to the selection criteria;
- names of partnering groups, businesses or other organizations

#### V. PROJECT SELECTION

**Project Rating Sheet:** Projects will be reviewed and evaluated based on the program's scoring criteria by a committee of City and Center staff. The scoring criteria that will be utilized is included as an attachment to these guidelines. City and Center staff will recommend projects to the City Commission for final approval. All projects receiving average scores of more than 75/100 points will be recommended in order until the total amount awarded across all projects adds up to the \$54,000 committed for this grant round. Any appeals to the committee's decision can be directed to the City Manager.

#### VI. SELECTION CRITERIA:

Applications for funding will be evaluated using the following criteria

- **Feasibility**-Applicants must demonstrate that the proposed project is feasible and that they have capacity to successfully execute it within the timeline of the grant.
- **Impact**-Applicants must demonstrate how the proposed project benefits their community. Preference will be given to those projects with the greatest impact.
- **Need**-Applicants should justify the reasonableness of the funding amount requested as well as the need for those funds.
- **Support**-Applicants must demonstrate broad community support for the proposed project. This can include a neighborhood association resolution, signed letters of support from community members, etc.
- **Leverage**-Applicants should demonstrate any leveraged benefit. This can be other financial contributions, in-kind donations or volunteer hours.
- **Inclusion**-Applicants should describe how the project will be inclusive reflecting the demographic characteristics of the neighborhood.

- **Sustainability**-Applicants should demonstrate, as applicable, how the project or activity will have lasting impact and be sustained by the community.
- **COVID-19 Response** – Applicants must demonstrate adherence to the most recent guidelines and orders released by the office of the Governor, found here: <https://governor.ky.gov/covid19>.



## NEIGHBORHOOD GRANT APPLICATION

**Name of Neighborhood Association or Eligible Group:**

\_\_\_\_\_

**Project Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Amount of Funds Requested \$** \_\_\_\_\_

- Two grant options are available: Small (\$250 - \$1,500) and Large (\$1,501-\$5,000)

Grantees are restricted to a maximum of two Small grants per fiscal year or one Large.

**Proposed Project Area** (list boundaries or include map of project area):

\_\_\_\_\_  
\_\_\_\_\_

**Project Leader/Organization Name:** \_\_\_\_\_

Main Contact Person:    Name: \_\_\_\_\_  
                                  Address: \_\_\_\_\_  
                                  Phone: \_\_\_\_\_  
                                  E-Mail: \_\_\_\_\_

**TEAM-** provide a list of residents, groups, businesses or other organizations that will be partnering on this project, activity or event.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**OTHER CITY DEPARTMENT ASSISTANCE/APPROVAL-** Does this proposal require assistance or approval from another City Department or Division? Examples might include Public Works installation of a water fountain or street pole banners, approval to install a mural on City owned property, installation of items like planters or signage on public sidewalks, rights-of-way or in park. If yes, please provide details and indicate whether or not you have discussed and/or received approval from the Department(s)/Division(s)?

---

---

---

---

---

---

---

---

---

---

**DESCRIPTION-** provide a detailed description of the proposed project, activity or event. (add additional pages, photos, or images, if necessary):

---

---

---

---

---

---

---

---

---

---

**TIMELINE**-Describe the specific steps required to implement the project, activity or event. Include an anticipated date for each.

---

---

---

---

---

---

---

---

**FEASIBILITY & CAPACITY**- provide background information on the applicant/organization including past efforts to implement community improvement projects. The more complex the project or event, the more capacity is needed. Detail any additional support required from the City (Public Works, Urban Forestry, Parks & Rec. etc.) Also, please address the feasibility/practicality of the proposed project. (add additional pages, if necessary):

---

---

---

---

---

---

---

---

**IMPACT**- describe the expected positive impact that the proposed project, activity or event will have on the neighborhood including the number of people benefited. (add additional pages, if necessary):

---

---

---

---

---

---

---

---

**NEED-** describe the need for this project, activity or event and why City funding is required. (add additional pages, if necessary):

---

---

---

---

---

---

---

---

**SUPPORT-** Demonstrate that the proposed project, activity or event has buy-in from the neighborhood. Attach neighborhood resolutions, letters of support as appropriate. (add additional pages, if necessary):

---

---

---

---

---

---

---

---

**LEVERAGE-** provide a detailed description of the private contributions that will be made to the project, activity or event (cash, volunteer hours, in-kind donations of products or services, other types of contributions) **Include letters of commitment from entities pledging private contributions.** (add additional pages, if necessary):

---

---

---

---

---

---

---

---

**INCLUSION-** describe how the project will be inclusive reflecting the demographic characteristics of the neighborhood. (add additional pages, if necessary):

---

---

---

---

---

---

---

---

**SUSTAINABILITY-** describe how the project, activity or event will be continued in the future (if applicable). If the request involves a physical improvement, describe how it will be maintained. (add additional pages, if necessary):

---

---

---

---

---

---

---

---

**COVID19 Response -** describe how the project, activity or event will adhere to the most recent orders and guidelines set forth by the Kentucky Governor's Office in response to the COVID19 pandemic. This may include efforts to accommodate social distancing, limiting size of gatherings, mask requirements, cleaning and sanitizing procedures, etc. (add additional pages, if necessary):

---

---

---

---

---

---

---

---



# Project Rating Sheet

Applicant/Project Name: \_\_\_\_\_

Project Name/Area: \_\_\_\_\_

Project Rating Categories	Score / TOTAL
1. <b>Timeline</b> -Applicants must demonstrate that the project can be completed within a reasonable period after funding is made available.	_____/10
2. <b>Feasibility</b> -Applicants must demonstrate that the proposed project is feasible and that they have capacity to successfully execute it.	_____/15
3. <b>Impact</b> -Applicants should demonstrate how the proposed project benefits their community. Preference will be given to those projects with the greatest impact.	_____/15
4. <b>Need</b> -Applicants should justify the reasonableness of the funding amount requested as well as the need for those funds.	_____/10
5. <b>Support</b> -Applicants must demonstrate broad community support for the proposed project. This can include a neighborhood association resolution, signed letters of support from community members, etc.	_____/15
6. <b>Leverage</b> -Applicants should demonstrate any leveraged benefit. This can be other financial contributions, in-kind donations or volunteer hours.	_____/10
7. <b>Inclusion</b> -Applicants should describe how the project will be inclusive reflecting the demographic characteristics of the neighborhood.	_____/10
8. <b>Sustainability</b> -Applicants should demonstrate how the project or activity will have lasting impact and/or be sustained by the community.	_____/10
9. <b>Bonus</b> - Preference will be given to neighborhoods or areas of the City that have not previously received funding.	_____/5
10. <b>COVID-19 Response</b> - Applicants must demonstrate how the project or activity will adhere to the most recent guidelines and orders released by the office of the Governor.	____ PASS/FAIL
<b>TOTAL SCORE</b>	_____/100