

Woodford County Fiscal Court

AMENDED NOTICE

The Personnel Committee of the Woodford County Fiscal Court has schedule a meeting for **Tuesday, March 10, 2026 at 4:00 PM** at the Woodford County Courthouse 2nd Floor Court Room 103 S. Main St. Versailles, KY.

Immediately following the Personnel Committee Meeting the Budget and Finance Committee will meet at the same location.

The following items will be discussed:

1. Personnel Committee Items:

- 1.a. Road Supervisor Position
- 1.b. Other Related Matters

2. Budget And Finance Committee Items:

- 2.a. Budget FY 2026-2027 Discussion
- 2.b. Resolution 2026-05 - Allocation Of Emergency Funds

Documents:

[DRAFT - EMERGENCY NEEDS RESOLUTION 2026-05.PDF](#)

2.c. EMS

- Ambulance Bid Request

2.d. Steele Road Cemetery Request

2.e. Road Department

- Vehicle Allocations

Documents:

[ROAD DEPARTMENT DUMP TRUCKS ORDERED STATUS AS OF 3-4-26.PDF](#)

2.f. Young & New Farmer Grant Program

2.g. CivicPlus Proposal

Agenda and Minutes Management Solution

Documents:

[CIVICPLUS QUOTE - AGENDA AND MINUTES MANAGEMENT SOLUTIONS.PDF](#)

2.h. Emergency Management

- EWP Buyout Program Required Environmental Assessments
- GRANT Grant Agreement
- Microsoft Renewal

Documents:

EWP DATABASE SEARCHES - WOODFORD COUNTY 2026_03_03.PDF
MICROSOFT RENEWAL 03-05-2026.PDF
WOODFORD COUNTY (EMERGENCY WATERSHED PROTECTION
BUYOUTS PROGRAM) GRANT AGREEMENT (002).PDF
WOODFORD COUNTY FISCAL COURT APPROVAL LETTER (002).PDF

2.i. Other Related Matters

2.j. Adjournment

This agenda is subject to change. Public attendance is welcome. All meeting are livestreamed to the Woodford County, Kentucky [Facebook page](#) and [YouTube channel](#).

RESOLUTION 2026-05

RESOLUTION OF THE WOODFORD COUNTY FISCAL COURT REGARDING EMERGENCY NEEDS ASSISTANCE AND FLOOD RELIEF

WHEREAS, the Woodford County Fiscal Court has established and maintained expenditure accounts for the 2025-2026 fiscal year dedicated to general welfare, indigent relief, and community emergency needs support; and

WHEREAS, existing budget appropriations include, but are not limited to, the Woodford County Foundation Indigent Relief & Aid (Account 01-5301-5150) and Bluegrass Community Action (Account 01-5305-3481), and

WHEREAS, the community is experiencing a growing need for assistance as evidenced by rising food insecurity, an increase in food pantry clients, escalating rental costs, and the broad impact of inflation on families, individuals and seniors living on fixed incomes; and

WHEREAS, there remains a critical and immediate need for emergency temporary housing and basic necessities for residents displaced by recent flooding, including costs related to relocation; and

WHEREAS, it is the intent of the Woodford County Fiscal Court to provide financial assistance to alleviate the burden of these emergency costs on affected households and individuals in need.

NOW, THEREFORE, BE IT RESOLVED by the Fiscal Court of Woodford County, Kentucky:

SECTION 1: ALLOCATION OF EMERGENCY FUNDS

Pursuant to the 2025-2026 Fiscal Court Budget, the following funding is hereby allocated to essential service organizations to provide emergency assistance for food, utilities, housing, and other basic necessities:

- **Bluegrass Community Action Partnership: \$20,000.00**
- **Woodford Foundation, Inc.: \$40,000.00**
 - **The United Way of Bluegrass: \$5,000.00**
 - **Woodford County Food Pantry: \$2,000.00**
 - **The Salvation Army: \$2,000.00**
 - **The Station: \$2,000.00**

SECTION 2: FLOOD RELIEF AND TEMPORARY HOUSING

These funds shall be specifically allocated to the Woodford Foundation designated to support the Woodford County Flood Survivors, consistent with established relief protocols, eligible households affected by flooding shall be eligible to apply to the Woodford County Fiscal Court for expenses directly associated with emergency temporary housing needs.

SECTION 3: ACCOUNTABILITY AND REPORTING

To ensure the proper application of public funds toward basic emergency needs, the following requirements are established:

- **Guidelines:** The Woodford Fiscal Court shall maintain clear procedures for the application, verification, and distribution of these funds to ensure an equitable process.
- **Reporting:** Each recipient organization shall provide a report to the Woodford County Fiscal Court detailing the number of households served and the general categories of assistance provided (e.g., food, utilities, housing).
- **Verification:** All expenses must be approved as reasonable and necessary for emergency needs, displacement, or basic survival.

ADOPTED this _____ day of _____, 2026.

Woodford County Judge/Executive

Woodford County Fiscal Court

ATTEST:

Fiscal Court Clerk

Road Department Dump Trucks Ordered & Status as of 3-4-26

FY Ordered:	Dump Truck Component:	Amount:	Date Paid:	
2023-2024	Dump Truck Single-Axle Chassis	\$ 145,979.65	11-13-25	Chassis is at J. Edinger & Son, Inc. for Dump Body, Central Hydraulics, Plow, & Spreader to be installed.
2023-2024	Dump Truck Single-Axle Dump Body, Central Hydraulics, Plow, Spreader	\$ 75,126.00		
2023-2024	Dump Truck Tandem-Axle Chassis	\$ 246,155.00		
2023-2024	Dump Truck Tandem Galion 500T Dump Bed, Telescoping Hoist, & Pintle Hook	\$ 43,973.00		
2024-2025	Dump Truck Single-Axle Chassis	\$ 148,857.40	3-10-26	
2024-2025	Dump Truck Single-Axle Dump Body, Central Hydraulics, Plow, Spreader	\$ 79,867.00		
2024-2025	Dump Truck Tandem-Axle Chassis	\$ 266,493.75		
2024-2025	Dump Truck Tandem-Axle Galion 500T Dump Bed, Telescoping Hoist, & Pintle Hook	\$ 86,678.00		
Remaining Balance To Pay:		\$ 798,292.75		



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
Date:
Expires On:

Statement of Work
Q-118654-1
3/6/2026 2:30 PM
4/30/2026

Client:
Woodford County, KY

Bill To:
WOODFORD COUNTY, KENTUCKY

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Karen Bond		karen.bond@civicplus.com		Net 30

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AMM Select: Lite Premium Implementation	Lite Premium Implementation; Includes config. of up to 5 meeting types, up to 5 boards, 4 hrs of training, and 1 hr of consulting; Includes 1 original agenda design	USD 3,050.00

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AMM Select: AI Editing Assistant	AI Editing Assistant is an optional AMMS feature that enables authorized users to enhance agenda and meeting content using integrated AI tools to generate, summarize, rewrite, or polish text in fields like item descriptions, fiscal info, and minutes.	USD 0.00
1.00	AMM Select: Lite Annual Fee	AMM Select: Lite Annual Fee	USD 3,975.00

List Price - Initial Term Total	USD 9,965.41
Total Investment - Initial Term	USD 8,236.56
Annual Recurring Services (Subject to Uplift)	USD 3,975.00

Initial Term	3/11/2026 - 6/30/2027, Renewal Term 7/1 each calendar year
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Initial Term Invoice Schedule	\$1,420.52 invoiced on 4/30/2026. \$1,420.52 invoiced on 5/30/2026. \$1,420.52 invoiced on 6/30/2026. Remaining balance invoiced on 7/1/2026.
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

Acceptance of Quote # Q-118654-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client Signature

CivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)



Date: _____

Attn: _____

RE: Letter of Engagement - Environmental Database Review Services

Thunderbird Environmental, LLC (Thunderbird) is pleased to submit this Engagement Letter for the services indicated below. Costs presented is a "lump sum" per report fee:

Environmental Database Review Reports \$ 680 per report

Site Address:

Scope of Work:

Acceptance and Schedule

If this letter confirms your project needs, then please sign below and return via email to darby@tbirdenv.com. On behalf of _____, I hereby authorize Thunderbird Environmental, LLC to proceed with the work described in this Engagement Letter.

_____	_____	_____
Authorization Signature for Client	Title	Date

This Agreement shall not constitute an offer and shall only be binding on Thunderbird when executed by Thunderbird.

_____	_____	_____
Authorization Signature for Thunderbird	Title	Date

Receipt of a signed copy of this letter authorizes the proposed Scope of Services. Project completion can be expected within 30 days of a signed copy of this letter.



TERMS AND CONDITIONS

CLIENT:

DOLLAR VALUE OF PROPOSAL:

PROPOSAL DATE:

RETAINER:

SITE LOCATION:

- 1. AGREEMENT AND PARTIES:** These General Terms and Conditions are attached to and incorporated into the Proposal Letter that, as executed, shall serve as the Agreement between the Client (the individual or entity to which our Proposal is addressed) and CONSULTANT (Thunderbird Environmental, LLC) in respect of the Project described therein. The Agreement by and between CONSULTANT and the Client consists of the attached or accompanying Proposal Letter (the "Proposal"), any documents that are attached to the Proposal, and these Terms and Conditions. The Agreement shall not include any other terms, conditions, or documents proposed or attached by the Client unless CONSULTANT expressly agrees in writing to accept such terms, conditions, or documents.
- 2. COMPENSATION:** The costs of basic services to be provided by CONSULTANT are specified in the Proposal. CONSULTANT will submit invoices to the Client on a monthly basis documenting costs incurred in the previous calendar month including labor charges, laboratory analysis charges, and expenses, as applicable, unless a different billing method is specified in the Proposal. Invoices are due and payable upon receipt. Interest in the amount of 1½% per month or, if lower, the maximum lawful rate, will be charged on any amounts that are unpaid at the end of thirty (30) calendar days of the invoice date. Invoices not paid within sixty (60) calendar days of the invoice date will result in cessation of work until such invoices are paid in full. In the event payment in full is not received within ninety (90) calendar days of the invoice date, the account shall also be subject to collection by our attorney, and any and all reasonable costs of collection, including reasonable attorney's fees, shall be paid by the Client. Further, CONSULTANT reserves the right to sell the work product to any interested party in the event the Client is in default of its payment obligations for a period of greater than ninety (90) days. Payment can be made by check to: Thunderbird Environmental, LLC: 14 Leffingwell Road, Clinton, CT. To arrange payment by credit card (MasterCard or Visa) or electronic funds transfer, contact CONSULTANT Accounts Receivable Department at 860-227-4714. Reference to CONSULTANT's invoice number should be included with the payment. Any retainer required by CONSULTANT shall be applied to the final invoice for the project.
- 3. ADDITIONAL CHARGES:** Costs quoted do not include sales, use and other taxes imposed upon the goods and services provided, which will be added to invoices as applicable. A twenty-five percent (25%) surcharge applies to labor in connection with expert testimony, and such labor will be billed in ½ day increments.
- 4. ADDITIONAL SERVICES:** Services provided beyond the scope set forth in the Proposal will be billed on the following basis:
 - a. Direct Labor Costs –** A specified rate for each category of CONSULTANT personnel, for the time that they spent working on the Client's project and for required travel (portal to portal), as documented and certified by CONSULTANT. CONSULTANT may revise rates from time to time to account for salary adjustments and increased costs. Required and/or the Client-requested overtime (Monday through Friday) shall be billed at a factor of 1.5 times the hourly rates charged. Overtime is defined as any hours worked beyond eight (8) hours in one day or forty (40) hours in one work week. Required and/or the Client-requested overtime on Saturday, Sunday, or a Federal holiday shall be billed at a factor of 2 times the hourly rates charged.
 - b. Expenses –** Where applicable, project-related expenses for travel, meals, overnight delivery, priority mail, outside reproduction, courier services, laboratory analysis, subcontracting, material and equipment purchases, and miscellaneous other direct charges are billed at cost plus twenty percent (20%) for handling and administration.

If the Proposal sets forth a not-to-exceed cost, CONSULTANT will not exceed such cost in performing the proposed scope of services without the Client's consent. Notwithstanding the foregoing, the Client shall be responsible for additional labor costs and expenses incurred by CONSULTANT in the event a third party compels CONSULTANT to perform any additional work or incurs expenses outside of the agreed scope (for example, answering a subpoena). This may include document production, project summaries, depositions, interrogatories, trial testimony, arbitrations, mediations, hearings, meetings, attorneys' fees, and any and all such related efforts on behalf of CONSULTANT.

- 5. CONSULTANT'S RESPONSIBILITIES:** CONSULTANT shall comply with all Federal, State, and local laws, ordinances, rules, and regulations, permits, licenses, and requirements applicable to CONSULTANT while performing the services described in this Agreement. CONSULTANT shall be an independent contractor with respect to the services rendered under this Agreement, and no other relationship shall exist or be deemed to exist between CONSULTANT and the Client. In performing services called for in this Agreement, CONSULTANT shall exercise that degree of skill and care as is the generally accepted professional standard of other engineers, geologists or professionals undertaking similar services at the same time and in the same geographic area. The preceding sentence sets forth the sole warranty of CONSULTANT and is in lieu of any and all other warranties whether express or implied. CONSULTANT work product is also subject to certain limitations which are described in CONSULTANT report(s) provided pursuant to the Proposal and are incorporated herein by reference. Notwithstanding anything herein or elsewhere to the contrary, the total liability of CONSULTANT and its officers, directors, employees, and agents arising out of this Agreement is limited to \$50,000 or the total compensation received by CONSULTANT (less amounts paid by CONSULTANT to subcontractors) under this Agreement, whichever is greater.

CONSULTANT's insurance policies do not cover CONSULTANT's defense against claims alleging damage caused by a release of pollutants as a result of CONSULTANT's work. Since CONSULTANT is normally engaged in efforts to stop/reduce the release of pollutants to the environment and is not the originator of any pollutants, it cannot and does not accept any responsibility for damages that may result from a release or migration of existing pollutants that may be associated with the work performed at or associated with the Client's work site or premises. When work performed by CONSULTANT or CONSULTANT's subcontractors pursuant to the Proposal involves subsurface (subterranean) investigations, explorations, and/or excavations of any type (below ground surface, paved surfaces, graded surfaces or floors), CONSULTANT will contact the appropriate Call Before You Dig organization to obtain utility mark outs as are customarily provided through such services and review plans and information provided by the Client. If a private utility mark-out service is necessary to assure utility clearance, the Client agrees to pay for such service in addition to the cost of the Proposal. In any event, CONSULTANT will not be responsible for any losses, damages, injuries, or interference to or with any subsurface structure, utility, tank system or system component, pipe, cable, or any other improvements (collectively, "Subsurface Features") if they are not brought to CONSULTANT's attention before the commencement of work and/or which are not clearly and accurately physically located on the ground by the Client, said mark-out service or any other public or private utility, agency, company, or individual. The Client recognizes that disturbances to vegetation, terrain, drainage, paved surfaces, and other structures, improvements, and equipment will result from the use of exploration or excavation equipment. CONSULTANT will use reasonable precautions to minimize such damage, but cost of restoration of such damage is not included in the Proposal and the Client will not hold CONSULTANT liable for such disturbances, effects, or damages arising from such subsurface investigation, exploration or excavation work performed by CONSULTANT or CONSULTANT's subcontractors pursuant to this Agreement. If CONSULTANT identifies a serious recognized hazard at the Client's site, CONSULTANT shall make a reasonable effort to notify the Client, but such action shall not be construed to impose a duty on CONSULTANT to identify and notify the Client of recognized hazards, unless contracted specifically for such purpose pursuant to the Proposal.

- 6. CLIENT'S RESPONSIBILITIES:** The Client is required to appoint an individual who shall be authorized to act on behalf of the Client, with whom CONSULTANT can confer, and whose instructions, decisions, and consent will be binding on the Client. The Client will also obtain all required permits and approvals necessary for the performance of the Proposal; provide CONSULTANT with access to all available information pertinent to the project including all maps, drawings, and records; reveal to CONSULTANT all facts that



THUNDERBIRD ENVIRONMENTAL, LLC

may be relevant to or have a bearing on the work (and CONSULTANT shall be entitled to rely on same); assist CONSULTANT in obtaining access to all public and private lands and/or records that may be required to perform the work; and promptly notify CONSULTANT, at the earliest opportunity, when and if the Client determines portions of the work are not being performed in accordance with this Agreement. The Client or another party designated by the Client shall be responsible for all waste generated by CONSULTANT activities, including the responsibility to sign manifests, bills of lading, or other shipping documents. The Client shall be responsible for site safety and for providing a workplace free of recognized hazards that could cause injury to a CONSULTANT employee or subcontractor. The Client shall also be responsible for identifying whether CONSULTANT scope of services creates safety hazards particular to the Client's operations, and taking appropriate action to protect CONSULTANT employees and subcontractors from those hazards.

- 7. DOCUMENTS:** All reports, boring logs, field notes, laboratory data, calculations, research, and other documents and information prepared by CONSULTANT or its subcontractors, whether in paper or electronic form, are instruments of service and shall remain the sole property of CONSULTANT. Such documents and information are delivered to the Client for the Client's use only and are not to be relied upon by any other party, unless agreed to by CONSULTANT in writing.
- 8. TERMINATION PROVISIONS:** Either party may terminate this Agreement upon thirty (30) days' written notice, provided termination by the Client shall not be effective unless and until the Client has paid CONSULTANT for the work performed up to the point of termination. Any termination of this Agreement by a party shall not terminate any provisions that are intended to remain in effect following cessation or completion of the performance of services (including, without limitation, Sections 9 and 11 of this Agreement). Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect.
- 9. DISPUTE RESOLUTION:** Any controversy, claim, or dispute arising under or relating to this Agreement, or the breach thereof, shall be resolved solely and exclusively by final, binding arbitration to be conducted before the American Arbitration Association ("AAA") pursuant to its Commercial Arbitration Rules. The arbitration shall be held in Connecticut before a single arbitrator. The parties shall bear their own attorneys' fees, costs, and expenses in connection with the arbitration; provided, however, that the arbitrator shall have the authority to award reasonable attorney's fees where the arbitrator finds that the actions, claims or defenses of a party were undertaken without a reasonable basis in fact or law, or were undertaken in bad faith. The parties will share equally in the fees and expenses charged by AAA. Notwithstanding the foregoing, where a party is seeking injunctive or equitable relief rather than monetary damages, nothing herein shall prevent a party from seeking temporary, preliminary or permanent injunctive relief from any court of competent jurisdiction. Any claim brought by the Client against CONSULTANT shall be brought no later than one year after the date of substantial completion of CONSULTANT services hereunder or the expiration of the applicable statute of limitations, whichever is earlier.
- 10. HAZARD COMMUNICATION:** Part of the services to be provided by CONSULTANT may involve the use or storage of certain chemicals such as cleaning/decontamination fluids, sample preservatives, and/or gas chromatograph standards. It is expected that no special precautionary measures will need to be taken to protect the Client's employees from these chemicals during normal operating conditions or unforeseeable emergencies, as relatively small amounts of these chemicals will be present. Safety Data Sheets for such chemicals are available upon request.
- 11. INDEMNIFICATION:** The Client does hereby agree to defend, indemnify and hold CONSULTANT, its venturer companies, its officers, directors, employees, agents, subcontractors and affiliates harmless from and against all claims, suits, liabilities, losses, fines, penalties, expenses and attorneys' fees (all of the foregoing, collectively, "Claims") that arise out of or are related to this Agreement and the services provided hereunder, including, without limitation, Claims of third parties alleging personal injury or property damage and Claims involving access to the site, Subsurface Features, generation of waste, hazardous materials brought on site, and pre-existing and/or migration of hazardous substances and materials, except to the extent caused by CONSULTANT gross negligence or willful misconduct.
- 12. FORCE MAJEURE:** CONSULTANT shall be excused for the period of any delay in the performance of any obligations hereunder, when prevented by doing so by cause or causes beyond CONSULTANT reasonable control, which shall include, without limitation, all labor disputes, civil commotion, war, warlike operation, pandemic, invasion, rebellion, hostilities, military or usurped power, terrorism, government regulations or controls, inability to obtain any material or services or acceptable substitute therefore, or through acts of God. CONSULTANT is not responsible for failure of the Client to furnish timely information or approve or disapprove CONSULTANT's services or work product promptly, or delays caused by faulty performance of the Client or by contractors of any level.
- 13. EMPLOYMENT OF CONSULTANT PERSONNEL:** If, during the term of this Agreement or one (1) year thereafter, the Client hires an employee of CONSULTANT to whom the Client was introduced through the performance of services hereunder, the Client will, within ten (10) days following the hiring date, pay CONSULTANT a sum equal to ten percent (10%) of the annual salary payable by the Client to such employee. the Client acknowledges that the payment of such sum to CONSULTANT is in consideration of CONSULTANT lost benefit and cost of locating and training a replacement for such employee.
- 14. MISCELLANEOUS:** This Agreement contains the complete understanding between CONSULTANT and the Client with respect to the work to be performed. These Terms and Conditions shall govern over any inconsistent provisions in the Proposal, unless a particular term or condition is specifically revoked or amended in the Proposal. This Agreement may not be changed or modified except in writing, and when signed by both parties. This Agreement shall be interpreted and enforced according to the laws of the State of Connecticut without regard to any choice of law provisions. Any notice permitted or required to be given hereunder shall be sent by certified US mail or reputable overnight courier addressed to CONSULTANT or the Client (as applicable) at the address shown on the Proposal. This Agreement may not be assigned by either party without the other's consent. In the event of any litigation, the parties waive trial by jury. In the event any term or provision of this Agreement is deemed invalid, the remaining terms and provisions shall apply. Except to the extent awarded to a third party in a Claim for which the Client is required to indemnify CONSULTANT, in no event shall either party be liable to the other for any special, indirect, or consequential damages or for loss of revenue or profits, even though the possibility of damages or loss had been disclosed or reasonably could have been foreseen. The person signing this Agreement represents that the execution of this Agreement has been duly authorized by the Client and such person has the authority to sign. The headings of this Agreement are for convenience only and shall not limit or enlarge the meaning of the language of this Agreement. The failure by either party to enforce against the other any term or provision of this Agreement shall not be deemed to be a waiver of such party's right to enforce against the other party the same or any other such term or provision in the future. This Proposal is valid for a period of sixty (60) days. This Agreement shall not constitute an offer and shall only be binding on CONSULTANT when executed by CONSULTANT.



THUNDERBIRD ENVIRONMENTAL, LLC

Standard Fee Schedule – Effective January 1, 2026

Labor Category	Hourly Rate
Licensed Environmental Professional (LEP)	\$ 220.00
Senior Environmental Project Manager	\$ 170.00
Environmental Project Manager	\$ 150.00
Environmental Scientist	\$ 125.00
Senior Geologist	\$ 170.00
Geologist	\$ 125.00
Senior Biologist	\$ 185.00
Biologist	\$ 125.00
Environmental Field Technician	\$ 105.00
CAD/Drafting Technician	\$ 125.00
Drafting Technician	\$ 120.00
SWPPP Administrator	\$ 125.00
SWPPP Field Inspector	\$ 95.00
Wetland Delineator	\$ 185.00
Asbestos Inspector	\$ 155.00
Asbestos Project Monitor, VPIH	\$ 105.00
Professional Engineer (PE)	\$ 210.00
Ecologist	\$ 185.00
Geographic Information Systems (GIS) Technician	\$ 125.00
Human Health Risk Assessor	\$ 305.00
Expert Testimony	\$ 305.00
Administrative / Clerical	\$ 95.00

Additional Charge Notes

1. Off-hours and overtime will be charged at a rate of 1.5 times the listed hourly rate and weekends will be charged 2 times the listed hourly rate.
2. Direct non-salary or out-of-pocket costs including sub-contracts for outside services, equipment rentals, non-local travel expenses, and production printing costs will be billed at cost plus 15%.
3. Supplemental equipment and materials will be billed at itemized unit prices.
4. Transportation will be billed at the IRS approved rate of \$0.725 per mile.

Program Signature Form

MBA/MBSA number

Agreement number 8869621
--

AMD000487982

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-10637
Sub250 Form	W29
Product Selection Form	3146791.003_PSF
Enterprise Amendment	M97 - (49924774)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Woodford County Fiscal Court
Signature*
Printed First and Last Name* James Kay
Printed Title Judge/Executive
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)* Signature* Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)* Signature* _____ Printed First and Last Name* Printed Title Signature Date*

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>	49924774	Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	63586204		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Microsoft Products and Services Data Protection Addendum, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1)** For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced as long as (a) the initial order minimum requirements are maintained and (b) the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2)** For Enterprise Online Services in a given Product pool that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as (a) the initial order minimum requirements are maintained and (b) all then-active users of each Online Service are included the total quantity of Licenses remaining after the reduction. An Enrolled Affiliate may reduce Licenses for Online Services on or before the Enrollment anniversary date and place a reservation order for such licenses within 90 days after the anniversary date; however, any licenses ordered as described in this section will be invoiced to the Enrolled Affiliate for the time period the licenses were made available. Subscription Licenses ordered upfront may not be reduced.
 - 3)** For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional

Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

- (vi) True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The last true-up order or update statement during an Enrollment term is due within 30 days prior to the Expiration Date, and any license reservations within this 30-day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.
- (vii) Late true-up order.** If the true-up order or update statement is not received when due, Microsoft may invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

 - (i)** For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii)** If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. Setting Prices.** Unless otherwise expressly agreed to by the parties and except for Online Services designated in the Product Terms as being exempt from fixed pricing, Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate may request to renew Products and Services under this Enrollment for one additional 36-month term. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements or Enrollments in order to renew. In order for a renewal request to be considered, Microsoft must receive a Renewal Form, Product Selection Form, and renewal request prior to or at the Expiration Date. Microsoft will review a renewal request made under this section in good faith and may accept or reject such request in its sole discretion.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term option that allows Online Services to continue month-to-month (“Extended Term”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first twelve months of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, Microsoft may condition the continued use of each Online Service on the acceptance of new terms by the Enrolled Affiliate. Enrolled Affiliate will be notified in writing of any new terms at least 60 days before any such changes take effect. Enrolled Affiliate acknowledges and agrees that after the notice described in this section, its continued use of each Online Service after the effective date provided in the notice will constitute its acceptance of the new terms. If Enrolled Affiliate does not agree to the new terms, it must stop using the Online Services and terminate the Extended Term as provided in this section. Enrolled Affiliate’s termination under this section will be effective at the end of the month following 30 days after Microsoft has received the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

- a. Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b.** All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c.** Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i)** Government Community Cloud Services will be offered only within the United States.
 - (ii)** Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii)** References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. Enrolled Affiliate's Enterprise.

Make an election for including Affiliates in the Enterprise (Required).

Check **only one box** in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only.

All Affiliates. All Affiliates of Enrolled Affiliate are hereby included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

Enrolled Affiliate including. Only the Enrolled Affiliate and the Affiliates listed below will be included in the Enterprise. Enrolled Affiliate represents that its Affiliates are entire offices, bureaus, agencies, departments, or other entities, not partial offices, bureaus, agencies, or departments, or other partial entities. Enrolled Affiliate may order Products for use by its Affiliates. If it does, the licenses granted to Enrolled Affiliate under this Enrollment will apply to such Affiliates, but Enrolled Affiliate will have the sole right to enforce the Agreement and this Enrollment against Microsoft. Enrolled Affiliate will remain responsible for all obligations under this Enrollment and for its Affiliates' compliance with this Enrollment.

The following Affiliates are included in the Enterprise:

Notwithstanding anything to the contrary in the Agreement, the parties acknowledge and agree to the following:

Products ordered under this Enrollment may be subject to U.S. and other countries' export jurisdictions. Each party will comply with all laws and regulations applicable to the import or export of the Products, including, without limitation, trade laws of the U.S., EU, and UK, such as the U.S. Export Administration Regulations, sanctions regulations administered by the U.S. Office of Foreign Assets Control, the EU Dual Use Regulation 2021/821, and/or other end-user, end use, and destination restrictions ("Trade Laws"). Customer will not, and will ensure its Affiliates will not, take any action that causes Microsoft to violate applicable Trade Laws. Microsoft may suspend or terminate this Enrollment immediately without notice to the extent that Microsoft reasonably believes that performance would cause it to violate Trade Laws or put it at risk of becoming subject to sanctions and penalties under such laws. Customer remains responsible for its and for its Affiliates' compliance with this section and, to the extent applicable, a Regional Trade Compliance Supplemental Terms incorporated herein by reference.

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://privacy.microsoft.com/privacystatement>.

- a. Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact may also be an Online Administrator for Volume Licensing

in the Microsoft 365 Admin Center (MAC) and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Woodford County Fiscal Court

Contact name: First* Drew **Middle** **Last*** Chandler

Contact email address* dchandler@woodfordcountky.gov

Street address* 103 S. Main St., Courthouse Room 12

City* Verasailles

State* KY

Postal code* 40383-1249-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 859-873-3170

Tax ID

Work or School (WSA) Account ID dchandler@woodfordcountky.gov

** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for Volume Licensing in the Microsoft 365 Admin Center (MAC) and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name: First* Drew **Middle** **Last*** Chandler

Contact email address* dchandler@woodfordcountky.gov

Street address* 103 S. Main St., Courthouse Room 12

City* Verasailles

State* KY

Postal code* 40383-1249-

(Please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone* 859-873-3170

Work or School (WSA) Account ID dchandler@woodfordcountky.gov

Language preference. Choose the language for notices. English

This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Drew **Middle** **Last*** Chandler

Contact email address* dchandler@woodfordcountky.gov

Phone* 859-873-3170

Work or School (WSA) Account ID dchandler@woodfordcountky.gov

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Insight Direct USA, Inc.
Street address (PO boxes will not be accepted)* 2701 E. Insight Way
City* Chandler
State* AZ
Postal code* 85286-1930
Country* United States
Contact name* Software *ContractSupport
Phone* 800-624-0503
Contact email address* contractsupport@insight.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

<p>Signature* <i>Software *Contract Support</i></p> <hr/> <p>Printed name* Software *Contract Support Printed title* Date*</p>
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** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Proposal ID

3146791.003

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:				
Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	2	57	0.0	User Licenses

Products	Enterprise Quantity
Office Professional Plus	
Office Professional Plus	2
Office 365 Plans	
O365 G1 GCC	10
O365 G3 GCC	47

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	49	57	0	0

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: In the following countries, any direct Enrollment consisting of only Enterprise Online Services will not be eligible for the Renewal option described in Section 5.b. of the Enrollment or for a new Enrollment due to program changes: Argentina, Australia, Austria, Belgium, Canada, Chile, Cyprus, Denmark, Finland, France, Germany, Greece, Iceland, Ireland, Jamaica, Italy, Lichtenstein, Luxemburg, Malta, Netherlands, Norway, Portugal, Puerto Rico, South Africa, Spain, Sweden, Switzerland, Trinidad & Tobago, United Kingdom, United States, and Uruguay.

Note 2: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 3: Unless otherwise indicated in the associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

Amendment to Contract Documents

Enrollment Number

AMD000487982

This amendment (“Amendment”) is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate’s Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
U4S-00002	O365 G1 GCC Sub Per User	10	0
AAA-11894	O365 G3 GCC Sub Per User	37	10
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	54	3

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

"(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Dec2025)(IU).docx"		M97	Lime
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Enterprise

Sub 250 Program Amendment ID W29

The parties agree that the Enrollment is amended as follows:

1. On the first page of the Enrollment, the following is added after the second paragraph:

By entering into this Enrollment, the Enrolled Affiliate agrees that (1) it also has 25 or more Qualified Devices or Qualified Users; or (2) as a condition of entering into this Enrollment with 25-249 Qualified Devices or Qualified Users, Enrolled Affiliate has elected not to receive CD ROMs as part of the Enrollment and therefore no CD ROMs will automatically be shipped. If Enrolled Affiliate is enrolling with 25-249 Qualified Devices or Qualified Users and it would like to receive CD ROM Kits and updates, Enrolled Affiliate may order these through its Reseller for a fee.

The submission of this Amendment can only be placed against a 2011 Enterprise Agreement or an Enrollment that has the Updated EA Amendment terms and conditions applied. The submittal of this Amendment may not be contingent on submittal of a new Enterprise Agreement.

2. Section 2a of the Enrollment titled “Order Requirements”, is hereby amended and restated in its entirety with the following:

- a. **Minimum Order Requirements.** Enrolled Affiliate’s Enterprise must have a minimum of 25 Qualified Users or Qualified Devices.
 - (i) **Initial Order.** Initial order must include at least 25 Licenses from one of the four groups outlined in the Product Selection Form.
 - (ii) **If choosing Enterprise Products.** If choosing Enterprise Products in a specific group outlined in the Product Selection Form, Enrolled Affiliate’s initial order must include an Enterprise-wide selection of one or more Enterprise Products or a mix of Enterprise Products and corresponding Enterprise Online Services for that group.
 - (iii) **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
 - (iv) **Country of Usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
 - (v) **Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 25 Subscription Licenses for Enterprise Online Services.

3. Software Assurance renewal.

Renewing Software Assurance: If Enrolled Affiliate will be renewing Products Software Assurance coverage from a separate agreement, check this box.	<input checked="" type="checkbox"/>
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By checking the above box, a new section is added to the Enrollment entitled “Software Assurance Addition.”

Software Assurance Addition. Enrolled Affiliate is permitted to and will include in its initial order under this Enrollment Software Assurance quantities from eligible Program’s identified in the table below, even though Enrolled Affiliate is not otherwise eligible to order such Software Assurance without simultaneously ordering a License.

Enrolled Affiliate agrees that any perpetual Licenses received through the New Software Assurance shall supersede and replace the underlying Licenses, and the underlying Licenses are not to be transferred separately from any Licenses received through the New Software Assurance. Any remaining payment obligations with respect to the underlying Licenses shall continue in effect.

Program	License ID Number	Expiration Date
Enterprise	63586204	3/31/2026

Electronically Submitted

Previous Enrollment(s)/Agreement(s) Form

Entity Name: Woodford County Fiscal Court

Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

- a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.
- b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.
- c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.
- d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).
- e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	63586204	X	X

GRANT AGREEMENT

THIS GRANT AGREEMENT (the “Grant Agreement”) dated as of February 20, 2026 (the “Effective Date”), is made and entered into by and between: (i) the **KENTUCKY CABINET FOR ECONOMIC DEVELOPMENT**, a governmental agency of the Commonwealth of Kentucky, with an address of Mayo-Underwood Building, 500 Mero Street, 5th Floor, Frankfort, Kentucky 40601 (“Cabinet”), and (ii) the **COUNTY OF WOODFORD, KENTUCKY**, a political subdivision of the Commonwealth of Kentucky, with an address of 103 South Main Street, Room 200, Versailles, Kentucky 40383 (“Grantee”).

RECITALS

WHEREAS, it is the public policy of the Commonwealth of Kentucky to encourage, promote, and support economic development, new job formation, and the development and growth of industry and commerce, and to preserve existing jobs in Kentucky for the public purposes of providing employment opportunities for its citizens and residents, alleviating conditions of unemployment, stabilizing and promoting the economy of Kentucky, and creating new tax bases and sources of revenue for the Commonwealth of Kentucky;

WHEREAS, the Kentucky General Assembly enacted House Bill 723 of the 2024 Regular Session (the “Act”), under which it created the Government Resources Accelerating Needed Transformation Program, and codified as KRS 154.14-010 *et. seq.* (the “GRANT Program”) to provide matching support for eligible grant recipients seeking federal grant opportunities, as more particularly described in the Act;

WHEREAS, the Kentucky General Assembly appropriated \$200,000,000 of funds from the Budget Reserve Trust Fund to the Cabinet to support matching funds under the GRANT Program;

WHEREAS, the Grantee submitted an application (the “Grant Application”) to the Cabinet requesting the obligation of state match funds pursuant to the GRANT Program for its Emergency Watershed Protection Buyouts Project and its application to the United States Department of Agriculture’s Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Home Buyout Program and the federal grant sought is administered by one of the following entities: United States Department of Housing and Urban Development; Delta Regional Authority; or a federal agency that comprises the Interagency Working Group on Coal and Power Plant Communities and Economic Revitalization established by Presidential Executive Order 14008, issued on January 27, 2021, and is in conformity with the GRANT Program Project Report prepared by the Cabinet and incorporated herein as **Exhibit A** (the “Project” as further defined in Section 1.1 of this Grant Agreement);

WHEREAS, the Cabinet has conducted a preliminary review of the Grantee’s Grant Application and has determined that the Grantee is an Eligible Grant Recipient (as defined in KRS 154.14-010) and that the Project is an Eligible Project (as defined in KRS 154.14-010); and

WHEREAS, on February 20, 2026, the Cabinet approved the Grantee’s Grant Application with the concurrence of the Secretary and Deputy Secretary of the Cabinet; and

WHEREAS, the Project will provide substantial benefits to the public and it is appropriate for the Commonwealth of Kentucky to obligate state match funds for the Project in accordance with the requirements of the Act in an amount not to exceed Two Million Seven Hundred Sixty-One Thousand Seven Hundred Forty-Four and 00/100 Dollars (\$2,761,744.00), which is twenty-two and five tenths percent (22.5%) of the Total Project Costs (as defined below) and subject to the terms and conditions of this Grant Agreement; and

NOW THEREFORE, in order to induce the Cabinet to make a grant to the Grantee in the amount set forth in Section 3.1, below, and in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt, mutuality, and sufficiency of all of which is hereby acknowledged by the parties hereto, the Cabinet and the Grantee hereby agree as follows:

SECTION 1
DEFINITIONS

1.1 Definitions. For the purposes hereof, the following words and phrases shall have the meanings ascribed thereto:

(a) “Commonwealth” shall mean the Commonwealth of Kentucky and all governmental agencies, authorities, and political subdivisions thereof.

(b) “Disbursement” shall mean the distribution of proceeds of the Grant by Cabinet to the Grantee pursuant to Section 3 of this Grant Agreement.

(c) “Eligible Use” shall mean the expenditure of GRANT Program funds for approved Project costs that include, but are not limited to, costs that: (i) enhance economic vitality, including revitalization of structures with a public purpose or benefit, (ii) promote or develop an artistic or philanthropic purpose; (iii) improve traditional infrastructure, such as water and wastewater treatment facilities, transmission lines, transportation facilities and flood and wastewater management; (iv) create or enhance telecommunications infrastructure, including cellular towers, fiber optic expansion, and technology infrastructure; (v) promote agricultural activities and development; (vi) enhance development of previously mined areas or areas previously used by the coal industry and other industrial activities into uses that diversify the local economy; (vii) create or expand recreational facilities, such as walking, hiking, all-terrain vehicle, bike trails, picnic facilities, restrooms, boat docking and fishing piers, and athletic facilities; (viii) are for the acquisition of private property to promote local economic vitality, housing development and enhancement; (ix) preserve or enhance buildings that are of local historic or economic interest; (x) restore or create retail facilities, including related service, parking, and transportation facilities, to revitalize decaying downtown areas; (xi) construct or expand other facilities that promote or enhance economic development or tourism opportunities, thereby promoting the general welfare of local residents; (xii) provide facilities and activities for local residents that enhance quality of life, including but not limited to childcare access and public transportation, and (xiii) relate to any other use approved in writing by the Cabinet and related to the Project.

(d) “Event of Default” shall mean the happening of any one or more of the events or occurrences designated as “Events of Default” pursuant to Section 9 of this Grant Agreement.

(e) “Federal Application Award” shall mean the amount of funding approved by the United States Department of Agriculture for completion of the Project.

(f) “Grant” shall mean the grant of state match funds pursuant to the Act in the principal amount set forth in Section 3.1, hereof, and subject to the terms and conditions of this Grant Agreement.

(g) “Grant Agreement” shall mean this Grant Agreement by and between the Cabinet and the Grantee.

(h) “Grant Documents” shall collectively refer to this Grant Agreement and all other agreements, documents, exhibits, and instruments evidencing or pertaining to or executed in connection with the Grant, including but not limited to the Grant Application and related documents, the federal grant agreement, together with any and all agreements, documents, or instruments made in modification, amendment, renewal, extension, substitution, or replacement thereof.

(i) “Grantee’s Contribution” means the amount of the Grantee’s direct investment and contributions to the Project, excluding this Grant and the Federal Application Award, based upon the County Population Ranking pursuant to the Act. The amount of the required local match is the product of the following calculation for each participating county:

$$\frac{\text{Requested Program Funding}}{\text{Number of Participating Counties}} \times \text{Required Local Match \%}$$

(j) “KRS” means the Kentucky Revised Statutes as in effect on the date hereof.

(k) “Laws” shall include all applicable laws, statutes, court decisions, rules, orders, and regulations of the United States of America, the States thereof and of their respective counties, municipalities, and other subdivisions, and shall include without limitation the laws, statutes, court decisions, rules, orders, and regulations of the Commonwealth and/or any other applicable jurisdiction.

(l) “Open Records Act” means KRS 61.870 to 61.884, as may be amended by the Kentucky General Assembly.

(m) “Person” shall include an individual, firm, trust, estate, association, unincorporated organization, corporation, partnership, joint venture, or government or agency or political subdivision thereof.

(n) “Project” shall mean an approved Eligible Project (as defined in KRS 154.14-010) that provides a substantial public benefit and which is more fully described in **Exhibit A** to this Grant Agreement.

(o) “Request for Disbursement” shall mean a written request to Cabinet by the Grantee for the making of a Disbursement, in form, substance, and detail satisfactory to Cabinet, substantially in the form attached hereto and made a part hereof as **Exhibit B**.

(p) “Total Project Costs” shall mean the total project expenditures as described in Exhibit A to this Grant Agreement and certified on Exhibit D.

(q) “Unmatured Default” shall mean the happening of any event or occurrence which would, together with the delivery of any required notice or the passage of any required period of time, constitute an Event of Default under this Grant Agreement or any of the other Grant Documents.

SECTION 2 TERM

2.1 Term of Agreement. The Term of this Grant Agreement shall begin on the Effective Date and shall continue until the earlier of: i) the date upon which the Agreement is terminated as the result of an Event of Default pursuant to Section 9, ii) the date upon which the Project is completed as certified in accordance with Section 7.9, or iii) the termination of the federal grant providing funding for the Project.

SECTION 3 THE GRANT

3.1 Agreement to Make Grant. Cabinet hereby agrees to make, and Grantee hereby agrees to accept, a grant in an amount equal to Two Million Seven Hundred Sixty-One Thousand Seven Hundred Forty-Four and 00/100 Dollars (\$2,761,744.00), which is equal to twenty-two and five tenths percent (22.5%) of the Total Project Costs, subject to and in accordance with the terms, covenants, and conditions set forth in this Grant Agreement (the “Grant”). The Grantee expressly agrees to comply with and to perform all of the terms, covenants, and conditions of this Grant Agreement and the other Grant Documents. The total amount of the Grant shall in no event exceed Two Million Seven Hundred Sixty-One Thousand Seven Hundred Forty-Four and 00/100 Dollars (\$2,761,744.00) or twenty-two and five tenths percent (22.5%) of the Total Project Costs, whichever is less (such amount, the “Maximum”).

3.2 Use of Proceeds. The proceeds of the Grant (the “Proceeds”) shall be disbursed to the Grantee to provide state match funds for approved Eligible Uses in connection with the development of the Project in accordance with the terms and conditions of this Grant Agreement, the other Grant Documents and the Federal Application Award. The Proceeds may only be used to support the approved Eligible Use costs of the Project and shall be used in compliance with applicable Law, including but not limited to statutory, regulatory and contractual requirements that may apply to the receipt and expenditure of the Commonwealth’s funds. Upon receipt of the notice of the Federal Application Award and confirmation that Grantee’s Contribution has been received and is available for the Project, the Cabinet shall provide Proceeds of up to the Maximum as a required match for the federal grant over the term of the Grant Agreement.

3.3 Disbursement. The Proceeds shall be paid by the Cabinet to the Grantee in one or more Disbursements upon completion of all of the following: (i) execution of this Grant Agreement by each of the parties hereto; (ii) the full performance by Grantee of each of the conditions precedent to the Grant set forth in Section 4 of this Grant Agreement and in each of the other Grant Documents; (iii) the Cabinet’s review and determination that the proposed expenditure

of Grant funds are qualifying Eligible Uses of the Proceeds for the Project; (iv) the Cabinet's receipt of a properly completed Notice of Federal Application Status, incorporated herein and attached hereto as **Exhibit C**, with accompanying documentation including a federal notice of award or equivalent documentation notifying Grantee of its successful Grant Application; and (v) the Cabinet's receipt of a properly completed and executed Request for Disbursement (**Exhibit B**), to which shall be attached any and all supporting documentation requested by Cabinet. The specific amount of any Disbursement shall not exceed the amount justified by the Request for Disbursement and by the documentation received by Cabinet, if requested, in support thereof. Payment of the Request for Disbursement by the Cabinet may be issued within thirty (30) days of receipt and verification of said request and any required supporting documentation.

3.4 Right to Withhold Funds. Cabinet may amend, reduce, or withhold funding of any Disbursement until such time as Cabinet shall be satisfied in its sole discretion that the requirements set forth in this Grant Agreement have been performed in full and that the Request for Disbursement and the documentation received by Cabinet in support thereof support the amount of the Disbursement requested. Cabinet may elect to amend, reduce, or withhold any Disbursement if Cabinet determines at any time in its sole discretion that the Grantee has failed to perform any condition precedent to the Disbursement under the terms and conditions of this Grant Agreement or the other Grant Documents or should any Event of Default or Unmatured Default have occurred and be continuing.

SECTION 4 CONDITIONS PRECEDENT TO THE MAKING OF THE GRANT

Cabinet's obligation to make the Grant and make any Disbursement hereunder shall be conditioned upon the prior fulfillment of the following conditions:

4.1 No Defaults. No Event of Default or Unmatured Default under this Grant Agreement or any of the other Grant Documents shall exist.

4.2 Compliance. Grantee shall have observed or complied with all provisions of this Grant Agreement. Grantee shall execute and fully perform each of the conditions precedent to the Grant set forth in this Grant Agreement and in each of the other Grant Documents.

4.3 Representations and Warranties. The representations and warranties of Grantee set forth in the Grant Application dated February 1, 2026, and this Grant Agreement shall be true and correct on and as of the effective date of the Grant Agreement and the date of any Disbursement.

4.4 Request for Disbursement. Grantee shall have provided to Cabinet a Request for Disbursement (**Exhibit B**) along with all required supporting documentation pursuant to Section 3.3.

4.5 Permits and Licenses. If and when required by the Cabinet, the Grantee shall provide evidence satisfactory to the Cabinet that all permits, licenses, certifications, authorizations, and zoning requirements have been obtained from the proper governmental authorities, including state and local authorities, necessary for the completion of the Project.

4.6 Progress Reports. Grantee shall have provided to the Cabinet the progress reports required by Sections 7.8 and 7.9 of this Grant Agreement.

4.7 Evidence of Grantee's Contribution. If requested by the Cabinet, the Grantee shall provide evidence that all required funds are available for spending.

4.8 Evidence of Grantee's Tax Exempt Status. If Grantee is a 501(c)(3) corporation, Grantee has provided the Cabinet with its determination letter from the Internal Revenue Service of its status as a 501(c)(3) corporation and has certified that such 501(c)(3) designation is still valid.

4.9 Evidence of Match Requirement. Grantee has provided evidence satisfactory to the Cabinet that a match is required for Grantee to be awarded the federal grant.

4.10 Evidence of Federal Grant Administration. Grantee shall, with its Grant Application, provide evidence satisfactory to the Cabinet that the federal grant sought by Grantee is identified or administered by one of the following entities: United States Department of Housing and Urban Development; Delta Regional Authority; or a federal agency that comprises the Interagency Working Group on Coal and Power Plant Communities and Economic Revitalization established by Presidential Executive Order 14008, issued on January 27, 2021.

SECTION 5 INSURANCE

5.1 Insurance. During the term of this Grant Agreement, and during any extensions or renewals thereof, the Grantee shall carry and maintain casualty insurance, general public liability insurance, worker's compensation insurance, and any other insurance upon the Project, with financially sound and reputable insurance companies authorized to do business in the Commonwealth in such form and in such amounts as are customarily carried by prudent businesses similarly situated, and shall pay all premiums relating thereto on or before the due date thereof, all in accordance with the terms and conditions of this Grant Agreement.

5.2 Notice of Casualty. The Grantee shall promptly notify Cabinet of any material damage and/or destruction of the Project site that would preclude the Grantee from fulfilling its obligations under this Grant Agreement.

SECTION 6 REPRESENTATIONS AND WARRANTIES

The Grantee hereby represents and warrants to the Cabinet as follows, as of the Effective Date and as of the date of the Disbursement:

6.1 Existence. The Grantee is the governing body of a political subdivision organized and existing under the Constitution and laws of the Commonwealth.

6.2 Power; Authority; Enforceability. The Grantee has the requisite power, capacity, and authority to execute and deliver this Grant Agreement and the other Grant Documents, to consummate the transactions contemplated by this Grant Agreement and the other Grant

Documents, and to observe and to perform this Grant Agreement and the other Grant Documents in accordance with their respective terms and conditions. The officers executing and delivering this Grant Agreement and the other Grant Documents on behalf of the Grantee have been and are duly authorized to enter into this Grant Agreement and the other Grant Documents on behalf of the Grantee. This Grant Agreement constitutes, and each other Grant Document when delivered hereunder will constitute, a legal, valid, and binding obligation of the Grantee, enforceable against the Grantee in accordance with its terms.

6.3 Government Requirements. The real property on which the Project will be located, if applicable, is in conformity with all required zoning and other governmental requirements or has received variances allowing such lack of conformity. The Project has been approved by all necessary governmental authorities, including state and local authorities, and the Grantee has obtained all necessary permits, licenses, certifications, and authorizations necessary for completion of the Project.

6.4 No Contravention. The execution and delivery of this Grant Agreement and the other Grant Documents, and the performance or observance by the Grantee of the terms and conditions thereof, do not and will not (i) violate or conflict with any existing provisions of the Grantee's resolutions or ordinances, its organizing documents and any amendments thereto, or other agreements of organization, (ii) violate or conflict with any applicable Laws, or (iii) result in any breach of, or constitute a default under, any material contract, agreement, lease, bank loan, or credit agreement to which the Grantee is a party or by which it is bound.

6.5 Litigation. To the best of the Grantee's knowledge, no litigation or proceeding involving the Grantee is pending or is threatened in any court or administrative agency that, if determined adversely to the Grantee, could have a materially adverse impact on its ability to perform any of its obligations under this Grant Agreement or under any of the other Grant Documents.

6.6 No Defaults. To the best of the Grantee's knowledge, Grantee is not in default under any material contract, agreement, lease, bank loan, or credit agreement by which it is bound, and no event has occurred which after the giving of notice or the passage of time, or both, would constitute a default under any such contract, agreement, lease, bank loan, or credit agreement, which could have a materially adverse impact on its ability to perform any obligations under this Grant Agreement or under any of the other Grant Documents. To the best of the Grantee's knowledge, no Unmatured Default or Event of Default exists on the date hereof, nor shall any such Unmatured Default or Event of Default begin to exist immediately after the execution and delivery of this Grant Agreement or the other Grant Documents.

6.7 Disclosure. To the best of the Grantee's knowledge, neither this Grant Agreement nor any of the other Grant Documents contain any false or misleading statements of or omissions of any material fact. There is no fact known to the Grantee that materially and adversely affects, or in the future could materially and adversely affect, the business, operations, affairs, or condition, financial or otherwise, of the Grantee that has not been disclosed in writing to Cabinet.

6.8 Availability of Records. The Grantee shall make its books and records, relating to its representations, warranties, and covenants in this Grant Agreement and the other Grant

Documents, available for all tax periods subject to the terms of this Grant Agreement. Cabinet may examine and audit such books and records as are reasonably sufficient to verify the accuracy of information provided by the Grantee to the Cabinet in fulfillment of the parties' obligations under this Grant Agreement.

6.9 Financial Statements. Each of the financial statements heretofore provided by the Grantee to the Cabinet (i) is accurate and complete as of the date submitted and as of the date hereof; (ii) has been prepared in accordance with generally accepted accounting principles or such other accounting practices as provided by law; (iii) omits no material contingent liability of any kind that is not disclosed or otherwise reflected therein; (iv) fairly presents the financial condition of the Grantee as of the date thereof; and (v) fairly presents the results of operations of the Grantee for the respective fiscal period then ending. Since the date of the preparation of the financial statements heretofore provided by the Grantee to the Cabinet, there has occurred no materially adverse change in the financial condition, property, or business of the Grantee.

SECTION 7 COVENANTS

To induce the Cabinet to enter into this Grant Agreement and to make the Grant, the Grantee hereby covenants and agrees with the Cabinet during the term as follows:

7.1 Annual Progress Report. The Grantee shall submit an annual, calendar year-end, Affidavit of Project Costs and Progress Report that substantially conforms to **Exhibit D** to this Agreement. The required report shall be submitted to the Cabinet within thirty (30) days of the previous year-end for each calendar year during the Term of this Agreement.

7.2 No Transfer of Project. The Grantee shall not sell, lease, sub-lease, convey, mortgage, encumber, or dispose of all or any portion of the Project in any manner, nor shall the Grantee move the Project, or any assets associated with the Project, outside of the Commonwealth, except as specifically permitted herein, without the express, written consent of the Cabinet, provided however, that the Grantee may, if applicable, (i) dispose of inventory and other assets in the ordinary course of the Grantee's business and (ii) incur statutory liens and other encumbrances that arise in the ordinary course of business (including, without limitation, in connection with third party financing), so long as they do not materially impair the Grantee's ownership or use of its property and assets associated with the Project.

7.3 Compliance with Laws. The Grantee shall comply promptly with all Laws relating to the use and operation of the Project, except in such instances in which such requirement of Law is being contested in good faith by appropriate proceedings diligently conducted.

7.4 Designation of Agent. If applicable, the Grantee shall have at all times a properly designated agent to accept service of process who shall be a resident of or have offices in the Commonwealth.

7.5 Taxes and Other Obligations. The Grantee shall pay on or before the date due, as applicable, all taxes, assessments, charges, liens, encumbrances, levies, and claims of every character that have been levied or assessed or that may hereafter be levied or assessed against it, except those (i) which are being contested in good faith by appropriate proceedings diligently

conducted and, if applicable, for which adequate reserves have been provided on the books of the Grantee in accordance with GAAP or (ii) with respect to which the failure to make such filing or payment could not individually or in the aggregate reasonably be expected to have a materially adverse impact on the Grantee's ability to perform any of its obligations under this Grant Agreement or under any of the other Grant Documents.

7.6 Further Assurances. The Grantee shall, at any time upon request by Cabinet make, execute, and deliver or cause to be made, executed, and delivered to Cabinet any and all other further instruments, certificates, and other documents as may, in the reasonable opinion of Cabinet, be necessary or desirable in order to effect, complete, perfect, or otherwise to continue and preserve the obligations of the Grantee under this Grant Agreement and the other Grant Documents.

7.7 Right to Inspect. At such reasonable times during normal business hours and as often as may be reasonably desired, upon at least forty-eight (48) hours advance notice of a request for such access to the Grantee, Cabinet shall have the right to inspect any and all records relating to the Project and to inspect the Project premises in order to determine compliance with the terms of the Grant Agreement as well as to monitor progress of the Project. Cabinet agrees that any such records, if designated as confidential by the Grantee, and if applicable to the Grantee, shall be treated as confidential records that are exempt from public disclosure pursuant to Kentucky's Open Records Act and will not disclose such records unless directed to do so by a court of competent jurisdiction. Nothing in this paragraph shall be construed to prevent the Cabinet from disclosing such documentation to governmental authorities responsible for the oversight of the Cabinet's programs, such as the Auditor of Public Accounts. The Grantee further acknowledges that the Cabinet must publicly disclose information pertaining to the Grantee's compliance with the terms of this Grant Agreement and a disbursement pursuant to this Grant Agreement.

7.8 Federal Award Reporting. The Grantee shall submit a completed Notice of Federal Application Status (**Exhibit C**) to the Cabinet upon receipt by the Grantee of the decision approving its federal grant application submission.

7.9 Progress Reporting. The Grantee shall submit a completed Affidavit of Project Costs and Progress Report (**Exhibit D**) to the Cabinet with every Request for Disbursement, and **annually within thirty (30) days after the end of each calendar year** (as required by Section 7.1) until completion of the Project, at which time a final report certifying completion of the Project shall be submitted. The affidavit shall describe the activities and total project expenditures as of the date submitted, and the percentage of completion, as well as any indication of problems or time delays. Each report shall provide certification that all funds have been spent in accordance with the terms of this Grant Agreement. If requested by the Cabinet, each affidavit shall be accompanied by applicable supporting documentation and records (i.e., proof of payment, invoices, receipts, etc.).

7.10 Maintenance of Project. The Grantee shall maintain the Project in good condition, order, and repair (ordinary wear and tear excepted), and shall make all repairs thereto as are necessary or appropriate. The Grantee shall use commercially reasonable efforts to prevent any action or conduct that would reasonably be expected to increase the risk of fire or other hazards to the Project.

7.11 Notices. The Grantee shall promptly give notice to the Cabinet of (i) the occurrence of any Event of Default, (ii) any litigation, investigation or proceeding that may exist at any time that, if not cured or if adversely determined, as the case may be, reasonably be expected to have a materially adverse impact on the Project or on Grantee's ability to perform any obligations under this Grant Agreement or under any of the other Grant Documents, and (iii) any cessation, delay or alteration of the Project.

SECTION 8 WAIVERS; INDEMNIFICATION

8.1 Waivers by Grantee. The Grantee hereby waives, to the extent permitted by applicable Laws, all presentments, demands for performance, notices of nonperformance, protests, notices of protest, and notices of dishonor in connection with this Grant Agreement and the Grant Documents.

8.2 Waiver and Remedies. The rights, powers, and remedies granted to Cabinet pursuant to this Grant Agreement shall be in addition to all rights, powers, and remedies given to or now or hereafter existing in Cabinet by virtue of this Grant Agreement and the other Grant Documents or pursuant to any Laws. Each and every right, power, and remedy, whether specifically granted herein or otherwise existing, may be exercised from time to time and so often and in such order as may be deemed expedient by Cabinet, and the exercise, or the beginning of the exercise, of any such right, power, or remedy shall not be deemed a waiver of the right to exercise, at the same time or thereafter, any other right, power, or remedy. Any forbearance or failure or delay by Cabinet in exercising any right, power, or remedy hereunder shall not be deemed to be a waiver of such right, power, or remedy, and any single or partial exercise of any right, power, or remedy shall not preclude the further exercise thereof. Any consent by Cabinet or any waiver of an Event of Default under this Grant Agreement shall not constitute a consent to or waiver of any right, remedy, or power of Cabinet upon a subsequent Event of Default.

8.3 Indemnification. The Grantee, to the extent permitted by Law, releases the Cabinet from, holds the Cabinet harmless against, agrees that Cabinet shall not be liable for, and fully indemnifies the Cabinet against, any and all losses, liabilities, claims, actions, proceedings, costs and expenses imposed upon, incurred by, asserted against or with respect to Cabinet on account of: (i) any loss or damage to property or injury to or death of or loss by any person that may be occasioned by any cause whatsoever pertaining to the construction, maintenance, operation and use of the Project or the existence of this Grant Agreement; (ii) any loss or damage alleged by any third-party related to the Project; (iii) any inaccuracy in or breach of any of the representations or warranties of the Grantee contained in this Grant Agreement; (iv) any breach or default on the part of the Grantee in the performance or non-performance of any covenant arising from any act or failure to act by the Grantee or its respective agents, contractors, servants, employees, licensees, successors or assigns or the occurrence of any Event of Default; and (v) any action taken or omitted to be taken by Cabinet in accordance with the terms of this Grant Agreement (excepting acts of willful misconduct, gross negligence, or criminal activity). The indemnification set forth above and all references to Cabinet in this Section are intended to and shall include all officials, directors, officers, employees, agents, and representatives of Cabinet. The Grantee acknowledges that the foregoing indemnities shall survive the termination of this Grant Agreement.

SECTION 9
DEFAULT

9.1 Events of Default of Grantee. Each of the following events or occurrences shall constitute an “Event of Default” of the Grantee under this Grant Agreement:

(a) Failure to Begin the Project. The Grantee’s failure to begin work on the Project or its failure to make good faith efforts toward completion of the Project once begun, is an Event of Default that shall result in the termination of this Agreement and result in the Grantee’s immediate forfeit the entire amount of the Grant and Grantee shall be liable to the Cabinet for the full repayment of the Proceeds disbursed; or

(b) Failure to Submit Annual Project Report. The Grantee’s failure to submit the annual Affidavit of Project Costs and Project Report in substantially the form provided by **Exhibit D** to this Agreement shall be an Event of Default that may be subject to the remedies provided in Section 9.2; or

(c) Failure to Comply With the Terms of the Federal Grant Program. If Grantee fails to observe, perform, or comply with the material terms, obligations, covenants, agreements, conditions, or other provisions of its agreement under the United States Department of Agriculture’s Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) Home Buyout Program, including providing the required exhibits and reporting; or

(d) Bankruptcy. If Grantee (i) admits in writing its inability to pay its debts generally as they become due, (ii) has an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect, and any such order for relief entered against it has not been rescinded within forty-five (45) days after it has been so entered, (iii) commences a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for sixty (60) days, (iv) makes an assignment for the benefit of creditors, or (v) has a receiver or trustee appointed for it or for the whole or any substantial part of its property; or

(e) Covenants, Warranties, and Representations. If any warranty or representation made by the Grantee in this Grant Agreement or in any of the other Grant Documents shall at any time be false or misleading in any material respect, or if the Grantee shall materially fail to keep, observe, or perform any of the material obligations, terms, covenants, representations, or warranties set forth in this Grant Agreement or in any of the other Grant Documents within thirty (30) days after written notice from the Cabinet to the Grantee of the occurrence of such failure (or such longer period of time as may be reasonably required), provided that the Grantee commences to cure the Event of Default within such thirty (30) day period and diligently pursues such cure; or

(f) Obligations to the Cabinet. If the Grantee shall fail to observe, perform, or comply with the material terms, obligations, covenants, agreements, conditions, or other provisions of this Grant Agreement or any of the other Grant Documents, or of any other agreement, document, or instrument that the Grantee has entered into with the Cabinet; or

(g) Grantee Status: If Grantee loses its designation as a 501(c)(3) or it is otherwise revoked; or

(h) Notice of Non-Award: If Grantee's federal grant application is not awarded.

9.2 Remedies of Cabinet upon Events of Default. Notwithstanding anything to the contrary set forth herein, upon the occurrence of an Event of Default under Section 9.1 (b) through (f), the Grantee will have fifteen (15) business days to evaluate and respond in writing to such information and an additional thirty (30) calendar days to develop a plan to resolve the Event of Default in a manner acceptable to Cabinet. Should such plan be deemed inadequate to cure the Event of Default in a manner that is acceptable to Cabinet, the Cabinet in its reasonable discretion and upon notice to the Grantee, may at any time exercise any one or more of the following rights and remedies:

(a) Terminate the Grant and this Grant Agreement, after which the Cabinet shall be under no obligation to advance any undisbursed monies from the Grant to the Grantee; and

(b) Declare the entire disbursed principal balance of the Grant to be immediately due and payable in full from the Grantee without any presentment, or demand, all of which are hereby waived by the Grantee; and

(c) Commence an appropriate legal or equitable action to enforce the Grantee's performance of the material terms, covenants, and conditions of this Grant Agreement and the other Grant Documents; and

(d) Commence appropriate legal or equitable action to enforce the rights and remedies of the Cabinet, pursuant to the terms, covenants, and conditions of this Grant Agreement and the other Grant Documents; and

(e) Exercise any other rights or remedies that may be available to the Cabinet pursuant to this Grant Agreement, the other Grant Documents, or under applicable Laws.

Upon the occurrence of an Event of a Default under Sections 9.1(a), 9.1(g) or 9.1(h), there shall be no cure period and the Cabinet shall terminate this Agreement, after which the Cabinet shall be under no obligation to advance any undisbursed Proceeds to Grantee, and the Cabinet may exercise any additional rights and remedies pursuant to subsections (a) through (e) of this Section.

Notwithstanding the foregoing, in no event shall the Cabinet exercise any remedy specified herein or otherwise against the Grantee if the Grantee has not had an Event of Default arise as defined under Section 9.1.

9.3 Ineligible Use of Grant Funds. Notwithstanding Section 9.2, in the event that Grant funds are used for any purpose other than an Eligible Use, the Grantee shall forfeit the entire amount of the Grant awarded pursuant to this Grant Agreement and shall be immediately liable to the Cabinet for the full repayment of the amount of Proceeds disbursed.

SECTION 10
MISCELLANEOUS

10.1 Expenses. The Grantee shall promptly agree to pay and/or reimburse the Cabinet for any and all expenses, costs, and charges of any kind incurred by or billed to the Cabinet in connection with (i) the preparation of any and all amendments, modifications, and supplements to the original Grant Documents which are necessitated by that party, or (ii) the preservation, perfection, and enforcement of the Cabinet's rights and remedies under this Grant Agreement and/or the other Grant Documents in the event of an Event of Default.

10.2 Incorporation by Reference. All exhibits, schedules, annexes, or other attachments to this Grant Agreement are hereby incorporated into and made a part of this Grant Agreement as if set out at length herein.

10.3 Multiple Counterparts. This Grant Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all taken together shall constitute a single contract. Facsimile or electronically scanned signatures are deemed to be originals.

10.4 Headings. The section headings set forth in this Grant Agreement are for convenience of reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Grant Agreement.

10.5 Partial Invalidity. If any term or provision of this Grant Agreement or the application thereof to any Person or circumstances shall, to any extent, be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Grant Agreement shall not be affected thereby, and each of the remaining provisions of this Grant Agreement shall be valid and enforceable to the fullest extent permitted by applicable Law.

10.6 Successors and Assigns. Except as otherwise expressly provided herein, the terms and conditions of this Grant Agreement shall be binding upon and shall inure to the benefit of the successors and assigns, respectively, of the parties hereto. This provision shall not be construed to permit assignment by the Grantee of any of its respective rights and duties under this Grant Agreement or the other Grant Documents.

10.7 No Partnership - Status of Relationship. The Cabinet, Grantee, and any party respectively associated therewith, shall in no event be construed as or become in any way or for any purpose partners, associates, or joint venturers in the conduct of their respective businesses or otherwise. No contractor, licensee, agent, servant, employee, invitee, or customer of Grantee shall be, or shall be deemed to be, a contractor, licensee, agent, servant, employee, invitee, or customer of the Cabinet.

10.8 Rights of Third Persons. In no event shall this Grant Agreement be construed to make the Cabinet or any agent of the Cabinet liable to any general contractors, subcontractors, laborers, materialmen, craftsmen, or other Persons for labor, materials, or services delivered to the Project or goods specially fabricated for incorporation therein, or for debts or claims accruing or arising to any such Persons against the Grantee. The Grantee expressly agrees that there is no relation of any type whatsoever, contractual or otherwise, either express or implied, between Cabinet and any general contractor, materialman, subcontractor, craftsman, laborer, or any other Person or entity supplying any labor, materials, or services to the Project or specially fabricating

goods to be incorporated therein. No Persons are intended to be third-party beneficiaries of the Grant Documents or to have any claim or claims in or to any undisbursed proceeds of the Grant pursuant to the Grant Documents.

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

10.10 Time of Essence. Time is of the essence in the performance of each of the terms and conditions of this Grant Agreement.

10.11 No Assignment. The Grantee shall not assign its rights under this Grant Agreement to any Person without the prior express written consent of Cabinet. This section shall not be deemed to prohibit an assignment by operation of law.

10.12 Notices. All notices, requests, demands, waivers, and other communications given as provided in this Agreement shall be in writing and shall be deemed sufficiently given for all purposes if sent by U.S. mail, postage prepaid, or by electronic mail to the intended recipient at (a) the address set forth in the preamble to this Agreement; or (b) such other address or electronic mail address which any party hereto may specify by written notice to the other party in accordance with this paragraph.

If to Cabinet:

Kentucky Cabinet for Economic Development
Mayo-Underwood Building
500 Mero Street, 5th Floor
Frankfort, Kentucky 40601
Attn: Commissioner, Department for Financial
Services

If to Grantee:

County of Woodford, Kentucky
103 South Main Street, Room 200
Versailles, Kentucky 40383
Attn: James Kay, Judge/Executive

Unless otherwise specifically provided in this Grant Agreement, notice hereunder shall be deemed to have been given upon its being deposited in the U.S. Mail or commercial courier, postage or delivery charge prepaid, and addressed as provided above. The parties hereto may change their respective address and contact person as provided above by giving notice of the change to the other parties hereto as provided in this paragraph.

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

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

10.15 Cabinet Liability. All covenants, agreements, and obligations of the Cabinet contained in this Grant Agreement shall be effective to the extent authorized and permitted by applicable Law. No such covenant shall be deemed to be a covenant of any present or future director, officer, agent, or employee of the Cabinet, in other than her/his official capacity, and neither the directors of the Cabinet nor any officer executing this Grant Agreement nor any officer, employee, or agent of the Cabinet, shall be liable personally on this Grant Agreement or be subject to any personal liability or accountability by reason of the covenants of the Cabinet contained in this Grant Agreement.

10.16 Grantee Authorization of Release of Information. Grantee agrees that any information reported by the Grantee to the Cabinet in any exhibit to this Grant Agreement may be disclosed in any public forum, report, or documentation deemed beneficial to public interest, with the exception of personal information contained in the supporting documentation and any other information exempt from disclosure under the Kentucky Open Records Act. Cabinet agrees that it shall not publicly disclose personal and/or confidential information contained in the documents that are not subject to disclosure pursuant to the Open Records Act unless directed to do so by the order of a court of competent jurisdiction or as otherwise required by law. Notwithstanding the foregoing and for the avoidance of doubt, in accordance with KRS 61.878(1)(c)(1), Cabinet and Grantee acknowledge that, if applicable, certain information disclosed hereunder may be designated as confidential or proprietary by the Grantee, and in such case such information shall only be subject to the open disclosure referred to above upon court order.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Grant Agreement as of the day, month, and year set forth below beside their respective signatures, effective as of the date first written above.

KENTUCKY CABINET FOR ECONOMIC DEVELOPMENT,
a Kentucky governmental agency

By: _____

Date: _____

Printed Name: _____

Title: _____

COUNTY OF WOODFORD, KENTUCKY,
a political subdivision of the Commonwealth

By: _____

Date: _____

Printed Name: _____

Title: _____

LIST OF EXHIBITS

- Exhibit A: Project Description
- Exhibit B: Request For Disbursement
- Exhibit C: Notice of Federal Application Status
- Exhibit D: Affidavit of Project Costs and Progress Report

FORM NO. 120511

EXHIBIT A
GRANT PROGRAM PROJECT REPORT

**CABINET FOR ECONOMIC DEVELOPMENT
GOVERNMENT RESOURCES ACCELERATING NEEDED TRANSFORMATION
(GRANT) PROGRAM PROJECT REPORT**

Application Date: February 1, 2026
Applicant: Woodford County Fiscal Court
Organization Type: County

Federal Application Information:

Application Sponsor: U.S. Department of Agriculture
Application Program: NRCS EWP Home Buyout
ALN: 10.923
Application Deadline: August 26, 2025
Match Funding Required by Federal Program: Yes

Federal Funds Being Requested: \$8,699,493
Expected Award Decision Date: September 24, 2025
% Required: 25%
\$ Required: \$2,899,831

Project Information

Project Title: Emergency Watershed Protection Buyouts
Location (city): Versailles
Regional Project? No
Impact County? No
Estimated Begin Date: March 1, 2026

Participating counties: Woodford
FI Number: 120511
Location (county): Woodford
Estimated End Date: September 30, 2027

Project Description: Woodford County Fiscal Court is requesting GRANT program funds to support its local cost share of the Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP) recovery Buyout Program, made available in response to the Federal Emergency Management Agency (FEMA) Major Disaster Declaration DR-4864 for April 2025 Flooding. The EWP Recovery Buyout Option offers an exit to property owners on a voluntary basis whose homes were severely damaged or destroyed by recent floods. The cost of rebuilding and the significant risk of future repeated flooding make restoring the dwellings impractical.

Eligible Uses to occur at the Project:

- Enhance economic vitality, including revitalization of structures with a public purpose or benefit
- Improve traditional infrastructure
- Create or expand recreational facilities
- Acquire private property that promotes local economic vitality and housing development/enhancement
- Provide facilities and activities for local residents that enhance quality of life.

Anticipated Project Costs

	Total Project Costs
Land acquisition	\$12,295,283
TOTAL	\$12,295,283

Anticipated Project Funding

	Amount	% of Total
GRANT Program Funding Requested	\$2,761,744	22.5%
Federal Grant	\$8,699,493	70.8%
Local Match Required	\$138,087	1.1%
NRCS Technical Assistance	\$695,959	5.7%
TOTAL	\$12,295,283	100.00%

Local Match Required 5%
 Local Match Required is reported as: Committed

Other Terms: In accordance with the agreement, a disbursement request for funding may be submitted after the federal grant has been awarded and supporting documentation has been provided to the Cabinet. Regular progress reports on the project will also be required to be submitted during the term of the agreement.

Application Score 63

APPROVED GRANT PROGRAM FUNDING AMOUNT: \$2,761,744
 % of Total Project Cost: 22.5%

Approval Date: February 20, 2026

Approval:

The Secretary of the Cabinet for Economic Development approves GRANT Program funding subject to the terms set forth in this report and the grant agreement.

Program Manager:

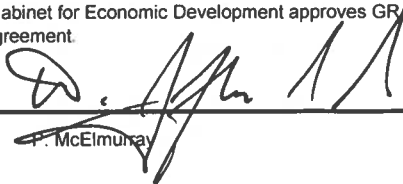

 P. McElmurray

EXHIBIT B

**KENTUCKY CABINET FOR ECONOMIC DEVELOPMENT
GRANT PROGRAM REQUEST FOR DISBURSEMENT**

Project Name: Emergency Watershed Protection Buyouts Project

To:
Cabinet for Economic Development
Mayo-Underwood Building
500 Mero Street, 5th Floor
Frankfort, Kentucky 40601
Attn: Department for Financial Services
ced.grant2024@ky.gov

From:
County of Woodford, Kentucky
103 South Main Street, Room 200
Versailles, Kentucky 40383

Date of Request: _____

Amount Requested: _____ Federal Tax No.: _____

A. Status of Grant Proceeds:

Original Grant Amount	\$2,761,744.00
Grant Disbursements to Date	\$
Amount of Current Request	\$
New Grant Account Balance	\$

B. Payment Instructions for Grantee: Vendor Self Service # _____

Kentucky Vendor Self Service: Welcome to Kentucky's Vendor Self Service via the provided link: <https://vss.ky.gov/vssprod-ext/Advantage4>

All approved disbursements will be processed and paid based on the applicant's information within Vendor Self Service (VSS). Please verify this information is correct and make any necessary updates prior to submission.

Certification: The Grantee hereby represents, warrants and certifies to the Cabinet that (i) this request is made in accordance with the terms and conditions of that certain Grant Agreement dated as of February 20, 2026 (the "Grant Agreement"), (ii) the Person executing this instrument on behalf of the Grantee is duly authorized to execute and deliver this request, (iii) each of the representations, warranties and covenants of the Grantee in the Grant Agreement has occurred and is continuing, and (iv) to the best of the Grantee's knowledge, no contractors or subcontractors have filed or have threatened to file liens or have the right to assert a lien of any type with respect to the Project. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed thereto in the Grant Agreement.

The Grantee has attached to this Request for Disbursement, if requested by the Cabinet, all supporting documentation for the amount of the Disbursement requested. Additionally, Progress Reports and, if requested, proof of expenditures and Grantee's Contribution availability of funds (matching funding) are attached.

THE GRANTEE ACKNOWLEDGES THAT THE REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN AND IN THE GRANT AGREEMENT ARE MATERIAL INDUCEMENTS UPON WHICH CABINET WILL RELY IN MAKING THE DISBURSEMENT OF GRANT PROCEEDS REQUESTED HEREIN. GRANTEE ACKNOWLEDGES THAT BUT FOR THE TRUTH OF THE REPRESENTATIONS AND WARRANTIES MADE HEREIN AND IN THE GRANT AGREEMENT, CABINET WOULD NOT MAKE THE DISBURSEMENT OF THE GRANT PROCEEDS REQUESTED HEREIN. GRANTEE ACKNOWLEDGES AND AGREES THAT CABINET IS REASONABLY ENTITLED TO RELY UPON THE REPRESENTATIONS AND WARRANTIES SET FORTH HEREIN AND IN THE GRANT AGREEMENT.

IN WITNESS WHEREOF, the undersigned Grantee, by its duly authorized representative, has executed this Request for Disbursement as of the date written above.

COUNTY OF WOODFORD, KENTUCKY,

a political subdivision of the Commonwealth of Kentucky

By: _____

Title: _____

FOR CABINET USE ONLY

Original Grant Amount	\$2,761,744.00
Grant Disbursements to Date	\$
Amount Verified of Current Request	\$
Remaining Grant Account Balance	\$

Account Number	
Approved By	
Approval Date	
Comments	



EXHIBIT C

**EMERGENCY WATERSHED PROTECTION BUYOUTS
GRANT PROGRAM PROJECT**

NOTICE OF FEDERAL APPLICATION STATUS

The undersigned, _____, after having first being duly sworn, deposes and states as follows:

As _____ (Title) of the County of Woodford, Kentucky, I am authorized to submit this Notice of Federal Application Status to the Kentucky Cabinet for Economic Development (“Cabinet”) on behalf of the County of Woodford, Kentucky (the “Grantee,” as defined in the Agreement) with respect to the GRANT Program Agreement by and between the Cabinet and the Grantee (“Agreement”) dated February 20, 2026. All capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to them in the Agreement.

Pursuant to Section 7.8 of the Agreement, the County of Woodford, Kentucky, is required to notify the Cabinet of the results of the application for federal grant resources and provide a copy of the notice.

Was the Federal Application approved? YES NO

If yes, please provide details of the Federal Application award:

Date of Federal Application Award Notice:	
Amount of Federal Application Award:	
Maturity Date of Federal Application Award (last day funds are required to be used):	
% of Federal Application Award Required for Matching:	%
\$ of Federal Application Award Required for Matching:	\$

If no, the Agreement will automatically terminate per Section 9.2 of the Agreement.

REQUIRED ATTACHMENT: Attach a copy of the federal notice.

COUNTY OF WOODFORD, KENTUCKY,
a political subdivision of the Commonwealth of
Kentucky

By: _____

Title: _____

Please submit this report to the following address:

Cabinet for Economic Development
Mayo-Underwood Building
500 Mero Street, 5th Floor
Frankfort, Kentucky 40601

EXHIBIT D

**EMERGENCY WATERSHED PROTECTION BUYOUTS
GRANT PROGRAM PROJECT**

AFFIDAVIT OF PROJECT COSTS AND PROGRESS REPORT

The undersigned, _____, after having first being duly sworn, deposes and states as follows:

As _____ (Title) of the County of Woodford, Kentucky, I am authorized to submit this Affidavit to the Kentucky Cabinet for Economic Development (“Cabinet”) on behalf of the County of Woodford, Kentucky (the “Grantee,” as defined in the Agreement) with respect to the GRANT Program Agreement by and between the Cabinet and the Grantee (“Agreement”) dated February 20, 2026. All capitalized terms used herein, but not otherwise defined, shall have the meanings ascribed to them in the Agreement.

Pursuant to the Agreement, the Grantee shall submit this Affidavit of Project Costs for the Emergency Watershed Protection Buyouts GRANT Program Project with each Request for Disbursement throughout the Term of the Agreement until the earlier of (i) the Grantee has received Grant due under Section 3.1 of the Agreement, or (ii) completion of the Project.

As of _____, 20__, the County of Woodford, Kentucky, is reporting the following:

The amount of Project costs as of the last report submission, for the current period and cumulative for the Project are as follows:

	A Total Project Costs as of Last Report Dated <hr style="width: 50%; margin: 0 auto;"/> 20__ <i>(will be \$0 for 1st report)</i>	B Project Costs During Current Period (since Last Report)	= A + B Total Cumulative Project Costs
Administration Costs & Planning	\$	\$	\$
Land acquisition	\$	\$	\$
Building acquisition	\$	\$	\$
Site preparation	\$	\$	\$
Infrastructure extension / improvements	\$	\$	\$
Building construction / renovation	\$	\$	\$

Road improvements	\$	\$	\$
Equipment	\$	\$	\$
Other – Provide attachment description and breakdown of costs	\$	\$	\$
TOTAL	\$	\$	\$

GRANT Program Award % of Total Project Costs	____%	____%	____%
TOTAL ELIGIBLE GRANT PROGRAM FUNDS <i>{Multiply TOTAL x %}</i>	\$	\$	\$

Grantee shall maintain detailed records of all investment costs as outlined in Section __

Has the \$____ GRANT Program award been reached?
 ___ YES ___ NO If yes, it was achieved on: _____, 20__

Has the Project been completed and all investment costs incurred?
 ___ YES ___ NO If yes, it was completed on: _____, 20__

If yes, the total amount of federal funding assistance expended on the Project:
 \$ _____

Have there been any changes or modifications to the Project as described in the Agreement?
 ___ YES ___ NO If yes, please attach an explanation of the changes and impact on the federal award.

Please Note: Failure to build out the project as described in the application and reflected in the Agreement may result in a default.

The amounts reported in this affidavit are true and accurate to the best of my knowledge. Evidence of the amounts reported is kept by the Grantee and is available for review by a representative of the Cabinet at any time pursuant to the Agreement.

COUNTY OF WOODFORD, KENTUCKY,
a political subdivision of the Commonwealth of Kentucky

[Signature of Individual]

[Printed Name]

[Date]

Please submit this report to the following address:

Cabinet for Economic Development
Mayo-Underwood Building
500 Mero Street, 5th Floor
Frankfort, Kentucky 40601



CABINET FOR ECONOMIC DEVELOPMENT

Andy Beshear
GOVERNOR

Old Capitol Annex
300 West Broadway
Frankfort, Kentucky 40601

Jeff Noel
SECRETARY

March 5, 2026

Woodford County Fiscal Court
Mr. Drew Chandler
103 S. Main St., Room 200
Versailles, KY

Dear Mr. Drew Chandler,

Thank you for your February 1, 2026, application submission to the Government Resources Accelerating Needed Transformation (GRANT) Program. I am pleased to inform you that the Kentucky Cabinet for Economic Development has approved your request from the Woodford County Fiscal Court for funding of up to \$2,761,744 under the GRANT Program. These GRANT Program funds are to assist with your Emergency Watershed Protection Buyouts project application to the U.S. Department of Agriculture's NRCS EWP Home Buyout program.

Please note that the Cabinet's approval is contingent upon receipt of a fully executed Grant Agreement.

Attached to this email is the Grant Agreement to be signed by an official of the organization. **Please have the Grant Agreement signed and returned to our office by April 5, 2026.** Once our office executes the Grant Agreement, we will email a copy to you for your records.

Approval is effective during the term of the Grant Agreement, with reports required to be submitted as outlined in the Grant Agreement. Disbursement of GRANT Program funds may only occur after a copy of the federal award notice is provided, along with other documentation outlined in the Grant Agreement. If the federal award application is denied, the Grant Agreement will automatically terminate, and no funds will be disbursed. Any costs incurred or obligations made before receiving the federal award and the GRANT Program funds are at your own risk.

Please call me at (502) 892-3237 if you have any questions or require additional information. We appreciate your application to the federal government for this important project in Kentucky and look forward to working with you to assist your organization and community.

Sincerely,

Peyton McElmurray
Program Administration Division

Enclosures