



AMENDMENT TO GRANT AGREEMENT

This amendment to Grant Agreement, made and entered into by and between the **LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT**, acting by and through its **Department of Public Health and Wellness** (hereinafter referred to as “Metro Government”), and **Board of Education of Jefferson County, KY, 3332 Newburg Road, Louisville, KY 40218, DUNS# 062984430**, (hereinafter referred to as “Grantee”).

WITNESSETH:

WHEREAS, Metro Government and Grantee entered into a Grant Agreement effective **April 3, 2023** (hereafter the “Grant Agreement”) in which Metro Government agreed to grant funds to Grantee to implement and administer this operating program **COVID-19 Testing within JCPS System – Part 2**; and

NOW, THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed between the two parties hereto as follows:

1. That the duration of the agreement is hereby amended to terminate on **October 31, 2023**.
2. All other terms and conditions set forth in the Grant Agreement shall remain in full force and effect as if fully set out herein.

WITNESS the agreement of the parties hereto as attested by their signatures affixed hereon, this 11th day of August, 2023.

APPROVED:

LOUISVILLE/JEFFERSON COUNTY

METRO GOVERNMENT

**Louisville Metro Department of Public
Health and Wellness**

By: Connie Mendel
(print name)

Title: Interim, Chief Health Strategist

Signature: Connie Mendel

Date: August 14, 2023

APPROVED:

**GRANTEE: Board of Education of
Jefferson County, KY**

By: Dr. Martin "Marty" Pollio
(print name)

Title: JCPS Superintendent

Signature: _____

Date: _____

Approved as to form:

Jefferson County Attorney's Office

By: Natalie Richards
(print name)

Title: Assistant County Attorney

Signature: Natalie Richards

Date: August 14, 2023

GRANT AGREEMENT

THIS AGREEMENT made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, acting by and through **The Louisville Metro Department of Public Health and Wellness**, (hereinafter referred to as "Metro Government"), and the **Board of Education of Jefferson County, KY, 3332 Newburg Road, Louisville, KY 40218, DUNS# 062984430**, (hereinafter referred to as "Grantee"):

WITNESSETH:

WHEREAS, the Grantee is in need of funds to carry out the activities outlined in the attached Work Program and Budget; and

WHEREAS, Metro Government recognizes the importance of this project for meeting the needs of its citizens;

NOW, THEREFORE, it is mutually agreed by and between the Parties hereto as follows:

I. GRANTEE'S SERVICES AND RESPONSIBILITIES:

A. Grantee agrees to provide service under the terms of this Agreement and to implement and administer this operating program, **COVID-19 Testing within JCPS System – Part 2**, in accordance with the Work Program and Budget attached hereto as Exhibit A and incorporated herein by reference (hereafter the "Work Program"). Any changes to the Work Program must be approved in advance, in writing, by Metro Government.

B. Grantee agrees to maintain all records related to this project for a period of five (5) years after completion thereof. Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or any public accounting firm selected by it. The records thus to be maintained and retained by the Grantee shall include (without limitation): (a) all payroll records accounting for total time distribution of Grantee's employees working full or part time on the Agreement (to permit tracing to payrolls and related tax returns) or those individuals contracted to provide services, as well as cancelled payroll checks, or signed receipts for

payroll payments in cash; (b) invoices for purchases, receiving and issuing documents, and all the inventory records for Grantee's stores, stock or capital items; and (c) paid invoices and cancelled checks for materials purchased and for subcontractors; and any other third party charges. In addition, Grantee will retain all records pertinent to this Project pertaining to participant records, statistical records, and supporting documents for the same period.

C. Grantee agrees to submit financial reports as are required by Metro Government.

An invoice for the full award amount is due to Metro Government within two weeks of agreement execution. A final financial report showing back up documentation (e.g., copies of invoices, receipts, payroll documents) shall be submitted to Metro Government within two weeks of project conclusion.

All invoices and reports should be submitted to **Karen Handmaker**, karen.handmaker@louisvilleky.gov.

D. The Grantee agrees to submit programmatic reports within two weeks of project completion using the provided reporting form.

All program reports should be submitted to **Karen Handmaker**, karen.handmaker@louisvilleky.gov.

II. DURATION OF AGREEMENT:

A. This Agreement shall become effective as of the full execution of this agreement, and shall terminate on **June 30th, 2023**.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. Should Grantee terminate this Agreement, all unspent funds shall be returned to Metro Government, within thirty (30) days of such termination.

III. ADDITIONAL COVENANTS AND REPRESENTATIONS OF GRANTEE:

A. Grantee covenants that it has all necessary power, capacity and authority to execute and deliver this Agreement and to provide the services contemplated by this Agreement and the Work Program. Grantee further covenants that it is a duly organized and validly existing entity, is

qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Grant Agreement, and that the person signing on behalf of Grantee is authorized to do so.

B. Grantee covenants that the person executing this Agreement has the full and requisite power to legally bind the Grantee and no additional approvals are required.

C. Grantee agrees to expend all Grant Funds and to implement and administer the Project strictly in conformity with the Work Program and agrees not to materially deviate from the Work Program without the prior written agreement of Metro Government.

D. Grantee agrees that it shall implement and administer the Project in compliance with all applicable laws, regulations and codes of the federal, state and consolidated local governments.

E. Grantee agrees that in the implementation and administration of the Project it shall not unlawfully discriminate against any person by reason of race, religion, color, sex, national origin, because the person is a qualified individual with a disability, age 40 or over, familial status, sexual orientation, gender identity, is a smoker or non-smoker, or because of the person's Vietnam-era Veteran status.

F. Grantee covenants that this Agreement together with the Work Program is in all respects the legal, valid and binding obligation of the Grantee and the performance of the Project and the compliance with the terms of this Agreement does not and will not violate any existing provisions of the Grantee's Articles of incorporation, by-laws or other agreements of organization.

G. Grantee covenants that neither this Agreement, the Work Program, the grant application or any other document submitted to Metro Government in support of this grant contains any untrue statement of any material fact or omits to state any material fact necessary to make the statements contained therein, and further that there is no fact known to the Grantee that materially and adversely affects, or in the future could materially and adversely affect the ability of the Grantee

to implement and administer the project.

H. Grantee agrees to publicly acknowledge that Louisville/Jefferson County Metro Government has provided partial funding for the project.

IV. HOLD HARMLESS:

To the extent permitted by law,

The Grantee shall indemnify, hold harmless, and defend the Louisville/Jefferson County Metro Government, its elected and appointed officials, employees, agents, successors in interest, agencies, departments, affiliates and assigns from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from Grantee's (or Grantee's subcontractors, if any) performance or breach of this Agreement provided that such claim, damage, loss or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting there from, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of the Louisville/Jefferson County Metro Government or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement.

V. PAYMENTS:

Metro Government shall make disbursements to the Grantee with Metro Government funds ("Grant Funds"). These disbursements will occur upon receipt of invoicing for approved program expenditures. All approved expenses are reimbursed in congruence with the Commonwealth of Kentucky and Metro Government guidelines. The total amount of such compensation payable under this Agreement shall not exceed the sum of **ONE HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED SEVENTY-ONE DOLLARS AND TEN CENTS (\$114,871.10)** as set forth in **Ordinance No. 073, Series 2020**, and cover expenditures as specified in the Work Program of the Grantee. Such disbursements shall be made in accordance with procedures established by Metro Government.

VI. DEFAULT:

Each of the following events or occurrences shall constitute an event of default under this Agreement:

- A. Declaration of Bankruptcy of Grantee.
- B. Failure to administer and implement the Project conformity with this Agreement and the Work Program.
- C. Failure to file in a timely manner the financial and progress reports required by Section I.C. of this Agreement or to furnish the additional information to Metro Government if required pursuant to Section I.B. of this Agreement.
- D. Disclosure or discovery that the covenants and representations made by the Grantee in this Agreement, the Work Program, the grant application or other document submitted in support of this Grant is, was, or shall be false or misleading in any material respect.
- E. Disclosure or discovery that goods purchased with Grant Funds have not been used in accordance with the Work Program. In such cases, Grantee shall return said goods to Metro Government or return the amount of the Grant Funds.

VII. REMEDIES OF METRO GOVERNMENT UPON EVENTS OF DEFAULT:

Upon the occurrence of an event of default, Metro Government, in its sole discretion and without notice to the Grantee, may at any time exercise any one or more of the following rights and remedies:

- A. Immediately terminate or suspend the Grant, by written notice, after which Metro Government shall be under no obligation to advance any undisbursed Grant Funds to the Grantee.
- B. Commence an appropriate legal or equitable action to enforce the Grantee's performance of the terms, covenants and conditions of this Agreement or the Work Program.
- C. Declare all Grant Funds previously disbursed to the Grantee to be immediately due and payable in full, without any presentment, demand or notice of any kind, all of which are hereby

waived by the Grantee.

D. Commence appropriate legal or equitable action to enforce the rights and remedies of Metro Government, or any one or more of them, pursuant to the terms, covenants and conditions of this Agreement.

E. Exercise any other rights or remedies that may be available to Metro Government pursuant to this Agreement or under applicable laws.

VIII. EMPLOYER/EMPLOYEE RELATIONSHIP

It is expressly understood that no employer/employee relationship is created by this agreement nor does it cause Grantee to be an officer, official, or agent of the Metro Government.

IX. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding this Agreement, the Parties agree that the venue shall be the state courts of Kentucky or the U.S. District Court for the Western District of Kentucky, Louisville Division. All Parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to this Agreement or any rights or obligations arising there under. Service of process may be accomplished by following the procedures prescribed by law.

X. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter set forth herein and this Agreement supersedes any and all prior and contemporaneous oral or written agreements or understandings between the Parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the Parties that are not embodied in this Agreement.

WITNESS the agreement of the parties hereto as attested by their signatures affixed hereon, this 3rd day of April, 2023.

APPROVED:
LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT
Department of Public Health and Wellness

By: Connie Mendel

Title: Deputy Director

Signature: Connie Mendel

Date: April 6, 2023

APPROVED:
GRANTEE

Board of Education of Jefferson County, KY

By: Dr. Martin Pollio

Title: JCPS Superintendent

Signature: _____

Date: _____

Approved as to form:

Natalie Richards

Print Name

Assistant County Attorney

Title

Natalie Richards
Signature

Date: April 6, 2023

EXHIBIT A
WORK PROGRAM AND BUDGET

I. PROJECT MANAGER CONTACT INFORMATION

- A. Dr. Eva Stone
- B. 4309 Bishop Lane 40218
- C. 859-583-5078

II. PERSON RESPONSIBLE FOR BOOKKEEPING

- A. Linda Miller
- B. JCPS, 3332 Newburg Road 40218
- C. 502-485-3734

III. PERSON TO WHOM THE CHECKS WILL BE SENT

- A. Cordelia Hardin
- B. 3332 Newburg Road 40218
- C. 502-485-2000

IV. STATE SPECIFIC ACTIVITY FOR WHICH FUNDS WILL BE USED

These funds are to support ongoing Covid-19 testing practices at Jefferson County Public Schools, including the purchase of antigen tests to be used in schools. This is consistent with the purpose of the JCPS/LMPHW Testing Protocols Grant awarded by the Rockefeller Foundation.

V. GOALS AND KEY PERFORMANCE INDICATORS

Grantee must continue to meet all requirements set out in the joint JCPS/LMPHW grant agreement with the Rockefeller Foundation. This includes collaborating with LMPHW on a final report to be due to the Rockefeller Foundation after the grant period. The objective of this subaward aligns directly with the purposes of the larger grant: to ensure the safety of the JCPS and larger Louisville communities by limiting community spread of Covid-19. Robust testing efforts help us to quickly identify cases, monitor the spread of the disease, and keep students in school and learning.

KEY PERFORMANCE INDICATOR LOGIC MODEL		
Project		
COVID-19 Testing within JCPS System – Part 2		
Resources		
JCPS, costs associated with COVID-19 testing		
Activities		
Purchase COVID-19 tests and increase COVID-19 testing capacity for JCPS staff, faculty, students, and families.		
Output Performance Indicators		
Output Measure	Output Target Number	Output Data Source
Number of tests purchased on a monthly basis	Total 2,000+ by end of grant agreement	Share data monthly with LMPHW via invoice
Outcome Performance Indicators		
Outcome Measure	Outcome Target Number	Outcome Data Source
Increase knowledge and awareness of location of high COVID positivity rate.	N/A	Share this information with LMPHW testing team to increase surveillance in areas with high density.
Impact		
Detect COVID-19 rate throughout JCPS. Awareness of COVID status. With this information, the JCPS staff, faculty, students, and families may then choose their next steps including quarantine/isolation and vaccination status.		

VI. BUDGET

Budget Categories	Amount
COVID-19 test kits	\$114,871.10
Total Amount	\$114,871.10