

OFFICE OF RESILIENCE & COMMUNITY SERVICES
EXTERNAL AGENCY FUND (EAF)
GRANT AGREEMENT

THIS AGREEMENT made and entered into by and between the LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, acting by and through THE OFFICE OF RESILIENCE AND COMMUNITY SERVICES (hereinafter referred to as "Metro Government"), and BOARD OF EDUCATION, JEFFERSON COUNTY PUBLIC SCHOOLS, 3332 NEWBURG RD., LOUISVILLE KY 40218 (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 expenditure in accordance with the Work Program and Budget, attached hereto and incorporated herein as Exhibit "A". Any changes to the Work Program and Budget must be approved in advance, in writing, by Metro Government. The Grantee's financial and progress reports will be reviewed by Metro Government on a quarterly basis for the purpose of insuring that services provided are within the scope of this Agreement.
- B. Grantee agrees to maintain, during the term of the contract, and retain not less than five years after completion thereof, complete, and accurate records of all the Grantee's costs which are chargeable to Metro Government under this Agreement as well as all other funding sources for the funded project known as **COMMUNITY SCHOOLS (hereinafter referred to as "Project")** by authorized representatives of its own, Kentucky Auditor of Public Accounts 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 (d) 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 of time. Grantee will also conduct a client evaluation if Grantee provides Direct Client Services.
- C. Payment of awards for \$5,000.00 (Five Thousand Dollars) or less shall be made in one lump sum, subject to the availability of revenues. The Grantee must submit quarterly financial and progress reports in accordance with section I. F.

- D. Payment of awards for \$5,001.00 (Five Thousand One Dollar) or more may be made in one lump sum, subject to the availability of revenues, if the approved expense is a one-time expenditure. Examples include an advance for a purchase of small equipment, or a particular program such as Summer Employment. The Grantee must submit quarterly financial and progress reports in accordance with section I. F.
- E. All other payment of awards for \$5,001.00 (Five Thousand One Dollar) or more shall be disbursed on a quarterly basis, subject to the availability of revenues. Expenditures are considered operating in nature if they are long term and ongoing, such as salaries, rents, utilities, supplies, telephone, in town travel and client services. The initial disbursement shall be made to the Grantee upon execution of this agreement. This Agreement must be fully executed (including completed Work Program and Budget) or the agreement is null and void if not fully executed by October 1, 2023, All subsequent disbursements to the initial payment are contingent upon compliance by the Grantee to submit all applicable financial and progress reports. The Grantee must submit quarterly financial and progress reports in accordance with section I. F.
- F. The Grantee must submit financial and progress reports in accordance with the following schedule:

First Quarter, July 1 – September 30: Report due October 15th

Second Quarter, October 1 – December 31: Report due January 15th

Third Quarter, January 1 – March 31: Report due April 15th

Fourth Quarter, April 1 – June 30: Report due July 15th

The financial reports shall account for all funds received and expended by the Grantee and shall include (without limitation) copies of cancelled checks, invoices, and receipts. In addition, grantees could be asked to provide documentation to support funding from other sources. All reports and correspondence shall be addressed to the **OFFICE OF RESILIENCE AND COMMUNITY SERVICES, ATTN: Chelsea Watson, 701 WEST ORMSBY AVENUE, SUITE 201, LOUISVILLE KENTUCKY 40203**. Failure to submit financial and progress reports on or before any required reporting date shall be deemed to be a default under Section VI of this Grant Agreement and Metro Government may enforce any of the remedies set forth therein against the Grantee. Further, the Grantee will be deemed ineligible to receive grant funding from Metro Government for a period of 5 years from June 30, 2023.

II. PAYMENTS:

- A. The total amount of such compensation payable under this Agreement shall not exceed the sum of **ONE HUNDRED FIFTY-NINE THOUSAND DOLLARS, \$159,000.00** as set forth in Ordinance No. 079 Series 2023, and cover expenditures as specified in the Work Program of the Grantee. Payments shall be made in accordance with procedures established by Metro Government.

III. DURATION OF AGREEMENT:

- A. This Agreement shall become effective as of the 1st day of July 2023 and shall terminate on the 30th day of June 2024. Any unspent Grant Funds held by Grantee shall be returned to

Metro Government, if not used in accordance with the Work Program and Budget, prior to July 31, 2024.

- 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.

IV. 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 Commonwealth 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 Budget agrees not to materially deviate from the Work Program and Budget 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 Veteran status.
- F. Grantee covenants that this Agreement together with the Work Program and Budget 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 and Budget, 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 the following requirements:
 - a. Grantee agrees to participate in Metro Government's Office of Resilience and Community Services' strategy of integrating holistic household care which includes, but is not limited to, education, employment, housing, and financial empowerment

services and/or resources into their service delivery model in an effort to increase household self-sufficiency.

- b. Grantee agrees to publicly acknowledge that Metro Government has provided partial funding for the project. Grantees receiving \$100,000 or more from all Metro Government sources are required to include Metro Government approved logos on all Grantee publications.
- c. Grantee must provide quarterly programmatic reports which addresses programmatic performance and demographic data of participants.
- d. Completion of current grant year Financial Empowerment course by one or more programmatic representative(s). A new Grantee must complete Financial Empowerment level 1 course and a continuation Grantee must complete Financial Empowerment level 2 course.
- e. Grantee must create and distribute participant evaluation survey. The completed participant surveys or a compilation report of results must be returned by the final quarterly report.
- f. Grantee will be required to attend training as deemed appropriate by the EAF office, Metro Government's Office of Resilience and Community Services, Metro Government's Office of Management and Budget, and Metro Council. Examples of required trainings included Reporting outcomes, Quarterly Reporting of Outcome & Demographics, and Marketing.

V. 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 the Grantee's (or Grantee's Subcontractors, if any) performance or breach of the contract 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 therefrom, 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 Grant.

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 complete and return this Agreement and the Work Program and Budget before October 1, 2023.
- C. Failure to administer and implement the Project in conformity with this Agreement and the Work Program and Budget.
- D. 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.

- E. Disclosure or discovery that the covenants and representations made by the Grantee in this Agreement, the Work Program and Budget, the grant application, or other document submitted in support of this Grant is, was, or shall be false or misleading in any material respect.
- F. Disclosure or discovery that goods purchased with Grant Funds have not been used in accordance with the Work Program and Budget. 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, and any other Grant Agreement between Metro Government and Grantee, 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 Commonwealth 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 thereunder. 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 _____ day of _____, 2023.

APPROVED:

**LOUISVILLE/JEFFERSON COUNTY
LOUISVILLE METRO GOVERNMENT
OFFICE OF RESILIENCE AND COMMUNITY SERVICES**

By: Laura Grabowski

Title: Interim Director

Signature: _____

Date: _____

APPROVED:

**GRANTEE:
BOARD OF EDUCATION, JEFFERSON COUNTY
PUBLIC SCHOOLS**

By: Martin Pollio

(Print Name)

Title: Superintendent

Signature: _____

Date: _____

Approved as to Form:

Natalie Richards
Assistant Jefferson County Attorney

Natalie Richards

Date: _____

EXHIBIT A
WORK PROGRAM AND BUDGET

LOUISVILLE JEFFERSON COUNTY METRO GOVERNMENT
OFFICE OF RESILIENCE & COMMUNITY SERVICES
WORK PROGRAM & BUDGET AGREEMENT
FISCAL YEAR 2023 – 2024

Agency Legal Name: _____

Agency or ministry name as listed with the Kentucky Secretary of State. Contract cannot be accepted if listed above incorrectly.

Program Name: _____

Agency's Fiscal Year _____ **Start Date:** _____ **End Date:** _____

Agency's Fiscal Year projected cash budget: _____

Agency's most recent final cash budget: _____

1. Grantee Contact Information

Grantee Primary Contact

This is the person responsible for day-to-day activities of the program and reporting.

Name: _____

Title: _____

Office Number (include extension): _____

Cell: _____

Email: _____

Grantee Financial Contact

This is the person responsible for maintaining financial records.

Name: _____

Title: _____

Office Number (include extension): _____

Cell: _____

Email: _____

Grant payments to be addressed to

Name: _____

Title: _____

Address (Street Address or PO Box, City, State, and Zip Code:

2. Scope of Service

For the EAF Grant Funded Program: Indicate the targeted populations (section a), the eligibility requirements/ restrictions (section b), and eligible services provided through the program.

a. Targeted Population

The intended age range served: _____

The intended zip code served: _____

The intended income level served: _____

The intended family structure served: _____

b. Eligibility Requirements

Describe the eligibility requirements/restrictions for the EAF funded program:

c. Eligible Services

Describe the services/activities provided by the EAF funded program:

How often will clients receive programmatic services or assistance: _____

How long will clients be involved in the program or receive services: _____

3. Program Scope- Indicate the program activities for the EAF Grant Funded Program.

Location of Participant Activity	Zip Code	Number of Weeks Activity Conducted	Average Number of Hours Worked Per Week**	Number of Paid Personnel Assigned	Number of Volunteers Assigned	Estimated Number of Participants Observed
1.						
2.						
3.						
4.						
5.						

** For Exempt/Salaried Staff calculate hours using 40 hours maximum, even if person works more. Forty (40) and above hours spent on program considered 100% of time. For hourly employees use the number of hours used to determine that person is a FT employee, i.e., 35, 37.5, 40.

4. Program Outcomes- Complete the following by listing what the agency proposed in original grant proposal.

INPUTS: List what resources will be committed to achieve the program's benefits, i.e., 2000 volunteer hours, rent free-facilities, 1000 staff hours, etc.

ACTIVITIES: List what program components will be provided to the program's targeted participant population identifying program components, i.e., job training classes, out of school tutoring, etc.

OUTPUTS: List number and percent of direct products of program activities, i.e., 100 persons signed up for job training, placed 80% of those completing training into jobs related to training, etc.

OUTCOMES: List benefit(s) to clients for participating in program, i.e., 75% or 60 persons placed in employment retained employment for six months resulting in stable income and work history for half a year.

INDICATOR STATEMENT: List the measurement system or way to track your indicators of success, i.e., pre/post surveys, HMIS tracking, etc.

Inputs	Activities	Outputs	Measurable Outcomes	Indicator Statement

5. Total Program Budget- Indicate ALL program expenses. Please use the following pages for additional details related to use of EAF funds allocated to program expenses. "Black" out spaces are not applicable.

Line Items	Metro Funds	Non-Metro Funds	Total Program Funds
Paid Personnel- Metro Funds is only for NET PAY. For contracted labor enter in "Other Expenses" line item.			
Rent- may not be charged to Metro funds for space owned by the Grantee. Attach copy of lease. Only percentage as used by program may be charged.			
Utilities- Only the percentage used by specific program funded may be charged to Metro funds.			
Office Supplies – For those items to be used by specific program funded by Metro funds.			
Program Materials – Including educational and informational materials.			
Telephone/Cell Phone – Only for specific program usage.			
In-town travel – Reimbursement rate to be rate under current agency policy or at Metro rate of 62.5¢ per mile, whichever is less.			
Small equipment – Including electronics, \$500 maximum per item and additional documentation is required.			
Client Assistance- The cost of providing direct or indirect assistance.			
Other Expenses- Programmatic expenses not addressed by other line items.			
Volunteer Contribution- \$26.85 per hour.			
Other In- Kind			
Total Program Funds			
Percentage of Total Program Budget			

6. Program Funding- Provide information on all program funding sources.

Funding Source	Amount	Percentage
<i>Louisville Metro Government</i>		
1. EAF Grant		
2. Other funding from Louisville Metro Government (list name of funding and amounts below) a. b. c.		
<i>Non-Louisville Metro Government Funding</i>		
1. Volunteer Contribution (calculated at \$26.85) a. Estimated number of volunteers: b. Estimated number of volunteer hours:		
2. Other In- Kind Contribution (Please specify)		
3. Fundraising and Donations (Please specify) a. b. c.		
4. Grants (Please list each granting organization and amounts below) a. b. c.		
5. Metro United Way		
6. Other (i.e., program income, etc.)		

7. Paid Personnel Detail- Indicate only the amount of EAF grant funds allocated to personnel and payroll expenses. Do not include amounts paid by other funding streams. Calculate salaried rates on a 40-hour work week.

Employee Name and Title	Average Net Pay Per Pay Period	Explanation
1.		<p>Only those persons considered permanent employees of the agency are to be included in this section. Contractors receiving IRS form 1099 at the end of the year should be listed as "Other Expenses".</p> <p>"Net Pay", for the purposes of this grant agreement, includes new wages from hours worked, sick and/or vacation time taken, and deductions for savings accounts and retirement accounts deducted and deposited directly on behalf of the employee.</p> <p>Should the above position(s) become vacant at any time during the contract year the agency is to notify Metro EAF staff.</p>
2.		
3.		
4.		
Total EAF Grant Funded Personnel		

8. **Expenses Detail-** Use the space below to provide additional details for only program expenses, or portion of expenses paid by EAF Grant funds only. Do not include amounts paid by other funding streams. Please do not list “etc. or other” for expenses, the list must be complete and explicitly stated.

Line Item	Proposed Item(s) to be Purchased
Paid Personnel (List each employee name, position, and average net pay)	
Rent (Provide copy of lease. List building location(s) and approximate rent payment per quarter)	
Utilities (List the building location(s) and approximate utilities payment per quarter)	
Office Supplies	
Program Materials	
Telephone	
In- Travel	
Small Equipment	
Other Expenses	

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9. Relationship Disclosure- List below any relationship that any member of your Board of Directors or employees have with any Councilperson, Councilperson's family, Councilperson's staff, or any Louisville Metro Government employee. In addition, list below any relationship any member of your Board of Directors has with any employee within your Agency.

10. Accessibility

Are agency facilities accessible to persons with disabilities?

YES ☐ NO ☐

If no, please explain why and what the agency is doing to accommodate those needing such.
