

**GRANT AGREEMENT**

THIS AGREEMENT made and entered into by and between the LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, acting by and through THE GREATER LOUISVILLE WORKFORCE INVESTMENT BOARD, INC., d/b/a KentuckianaWorks (hereinafter referred to as "Metro Government"), and the Jefferson County Board of Education on behalf of Louisville Education and Employment Partnership, P.O. Box 34020, Louisville, Kentucky 40232-4020 (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 the Louisville Education and Employment Partnership (hereinafter referred to as "LEEP" or "the 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 project, including expenditures in accordance with the Work Program and Budget attached hereto as Exhibit A (hereinafter referred to as the "Work Program"). The Work Program is hereby incorporated into this Agreement. Any changes to the Work Program must be approved in advance, in writing, by Metro

Government. The Grantee's work will be reviewed by Metro Government from time to time 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 Agreement, and retain not less than five (5) 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 LEEP; and 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 or any agent 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 LEEP 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. Grantee agrees to submit financial and progress reports as are required by Metro Government. The financial report shall account for all funds received and

expended by the Grantee, including funding from other sources. All reports and correspondence shall be addressed to THE GREATER LOUISVILLE WORKFORCE INVESTMENT BOARD, INC., d/b/a KentuckianaWorks, 410 West Chestnut Street, Suite 200, Louisville, KY, 40202.

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 Agreement and Metro Government may enforce any of the remedies set forth in Section VII against the Grantee. Further, the Grantee will be deemed ineligible to receive grant funding from Metro Government for a period of five (5) years from June 30, 2013.

## **II. DURATION OF AGREEMENT:**

A. This Agreement shall become effective as of the 1st day of July 2013 and shall terminate on the 30th day of June 2014. Any unspent grant funds held by Grantee shall be returned to Metro Government, if not used in accordance with the Work Program, prior to July 31, 2014.

B. This Agreement may be terminated without cause by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. In the event of termination without cause, 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 Louisville Metro 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, 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 the Grantee.

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 Agreement contains any untrue statement of any material fact or omits to state any material fact necessary to make the statements contained therein true, 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 AND INDEMNIFICATION CLAUSE:**

The Grantee, **JEFFERSON COUNTY BOARD OF EDUCATION**, an agency of the Commonwealth of Kentucky, although vested with sovereign immunity, is subject to the Board of Claims Act, KRS 44.070-44.160. Claims against the Grantee relating to personal injury or property damage may be filed and decided under the provisions of the Act. To the extent permitted by said Act and other applicable law, the Grantee will defend, indemnify, and hold harmless the Louisville/Jefferson County Metro Government and the Greater Louisville Workforce Investment Board, Inc. from and against any and all claims which may result from any error or omission arising out of its performance under this Agreement.

#### **V. PAYMENTS:**

If the Agreement is for an amount of \$25,000.00 or less, Metro Government shall make a one-time payment to the Grantee with Metro Government funds. If the Grant Agreement is for an amount of \$25,001.00 up to \$50,000.00, Metro Government

shall make up to four disbursements to the Grantee with Metro Government funds ("Grant Funds"), within 6 months of the completion of a grant agreement/reporting requirements, subject to the availability of revenues. If the Grant Agreement is for an amount of \$50,001.00 or above, Metro Government shall make quarterly disbursements to the Grantee with Metro Government funds ("Grant Funds"), subject to the availability of revenues. The total amount of the grant payable under this Agreement shall not exceed the sum of TWO HUNDRED SEVENTY-EIGHT THOUSAND AND FOUR HUNDRED DOLLARS (\$278,400.00). The Grant Funds may only be used to cover expenditures as specified in the Work Program. 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 in conformity with this Agreement and the Work Program.
- C. Failure to file in a timely manner the financial and progress reports required by this Agreement or to furnish the additional information to Metro Government if required pursuant to 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 Agreement, 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 courts 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 17th day of July, 2013.

LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT, by  
THE GREATER LOUISVILLE  
WORKFORCE INVESTMENT BOARD, INC.,  
d/b/a KentuckianaWorks

By:   
Michael Gritton  
Executive Director

Date: 7/17/13

GRANTEE:

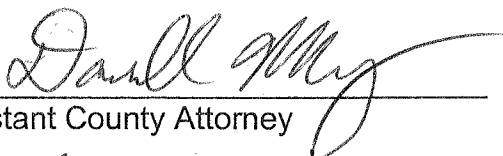
Jefferson County Board of Education

By: \_\_\_\_\_  
Donna M. Hargens  
Superintendent

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

Agency Tax ID #: \_\_\_\_\_

Approved as to form:  
Michael J. O'Connell  
Jefferson County Attorney

By:   
Assistant County Attorney

Date: 6-24-13