

AGREEMENT
BETWEEN
JEFFERSON COMMUNITY AND TECHNICAL COLLEGE
AND
JEFFERSON COUNTY BOARD OF EDUCATION

This Memorandum of Agreement (hereinafter Agreement) dated for convenience as of the 28th day of February, 2018, and effective retroactively for purposes of funding to the 1st day of July, 2017, is made and entered into by and between Jefferson Community and Technical College (hereinafter JCTC), one of 16 two-year, open-admissions colleges of the Kentucky Community and Technical College System (KCTCS), located at 109 E Broadway, Louisville, KY 40202, and the Jefferson County Board of Education, a Kentucky public school district operating under the name of the Jefferson County Public Schools (hereinafter JCPS), with its principal place of business at 3332 Newburg Road, Louisville, KY 40218, is for the purpose as hereinafter set forth.

WHEREAS JCTC has been granted funding from the state of Kentucky pursuant to an approved Work Skills Ready Initiative Project (hereinafter WSRI Project) as provided for in Executive Order 2016-664;

WHEREAS the WSRI Project is intended and authorized for the support of local workforce and industry needs;

WHEREAS JCTC and JCPS have mutually agreed upon and enumerated below the career pathways the WSRI Project will address through training;

WHEREAS the WSRI Project contemplated by this Agreement is of mutual interest and benefit to JCTC and JCPS;

WHEREAS certain high schools within JCPS are implementing the Academies of Louisville model, which involves the creation of small learning communities within the high school that allow students to participate in hands-on, project-based learning and develop twenty-first-century essential skills; and

WHEREAS JCTC and JCPS have mutually agreed to use part of the funding that has been granted to JCTC by the state of Kentucky for the approved WSRI project to provide training for JCPS students at certain JCPS Academies of Louisville high schools in the enumerated career pathways as set forth in this Agreement.

THEREFORE, the parties mutually agree as follows:

1. Project Authorization and Intent: The WRSI connects educational institutions to workforce training projects intended to lead directly to jobs. EO 2016-664 authorizes and empowers the Kentucky Education and Workforce Development Cabinet (**KEWDC**) to promote the development of a highly trained workforce in Kentucky. EO 2016-664 further provides funding of WRSI Projects when submitted to and approved by the Work Ready Skills Advisory Committee (**WRSAC**). The WRSI Project that JCTC submitted and WRSAC approved involves partnerships with private employers, educational agencies, and other interested parties, both local and regional.

Project's Career Pathways: As approved, the project is intended to meet local workforce needs and therefore supports the following agreed upon career pathways:

- 1) Machine Tool Technician
- 2) Industrial Maintenance Technician
- 3) Advanced Manufacturing FAME
- 4) Engineering and Electronics Technology
- 5) Welding
- 6) Automotive Technology
- 7) Information Technology

Project Costs: To support the career pathways identified above, the Project includes and hereby defines costs as allowable or unallowable. The costs are divided as follows:

Allowable costs include:

- Large equipment defined as items costing \$5,000 or more per item
- Small Equipment defined as items less than \$4,999 per item
- Tools required to outfit the lab and for student use only
- Alterations required for existing classrooms or structures to align with career pathways.

Unallowable costs include:

- Consumables
- Salary and fringe benefits
- One-time expenses incurred on the purchase of land, buildings, and construction of buildings or structures

2. Obligations and Requirements of Each Party:

A. JCTC by the terms of the approved Project and as stated herein shall fulfill the following obligations:

1. JCTC will provide funding not to exceed \$600,000 (six hundred thousand dollars and zero cents) to JCPS. These funds are for the exclusive purpose of creating and operating a

minimum of five (5) labs in Academies of Louisville high schools that support technical programs in the JCTC Advanced Manufacturing and Information Technology (AMIT) building, specifically, the seven (7) career pathways listed in the paragraph titled Project Authorization and Intent above.

2. JCTC acknowledges that the JCPS plan for the creation of a minimum of five (5) labs is set forth in Attachment A attached to this Agreement; the JCPS lab plan set forth in Attachment A identifies specific career pathways served by each lab and the physical locations of each potential lab. JCTC hereby acknowledges and approves the proposed expenditures set forth in Attachment A and the plans associated with the expenditures. Physical locations of each potential lab include, but are not limited to the following.
 - a. Academy @ Shawnee – Engineering and Electronics Technology
 - b. Ballard High School – Information Technology
 - c. Pleasure Ridge Park High School – Welding
 - d. Seneca High School – Information Technology
 - e. Southern High School – Information Technology and Engineering and Electronics Technology
 - f. Valley High School – Industrial Maintenance Technician
 - g. Waggener High School - Industrial Maintenance Technician and Information Technology
3. JCTC will provide funds to support purchase of the lab equipment only upon JCTC's receipt of WRSI Project funds from the KEWDC. JCTC agrees that the WRSI Project funds provided to JCPS under this Agreement may be used by JCPS for reimbursement of such purchases made by JCPS on and after the July 1, 2017 effective date of this Agreement.
4. JCTC shall submit a Research Request using the Jefferson County Public Schools (JCPS) Data Request Management System (DRMS) if the Project or data generated there from will be used for research or evaluation purposes. JCTC agrees to comply with JCPS requirements for research projects. JCTC understands that JCPS approval does not guarantee that any JCPS School or any individual employed by or attending will agree to participate. Approval of research requests means only that all human subject protection aspects of the research process are in place. It will be the responsibility of JCTC to demonstrate why participation has more value than burden to the school. Although JCPS Data Management and Research approves or rejects the research request, teachers, principals, and school councils, have final authority over participation in any external research. However, researchers shall not approach any school within JCPS without prior approval of the research request. As necessary and appropriate, JCTC will also follow all relevant policies and procedures for the KCTCS Human Subjects Review Board (HSRB).
5. If the performance of this Agreement involves the transfer by JCPS to JCTC of any data regarding any JCPS student that is subject to the Family Educational Rights and Privacy Act ("FERPA"), JCTC agrees to:

- a) In all respects comply with the provisions of FERPA. For purposes of this Agreement, "FERPA" includes the requirements of Chapter 99 of Title 34 of the Code of Federal Regulations.
- a) Use any such data for no purpose other than to fulfill the purposes of the Project, and not share any such data with any person or entity other than JCTC and its employees, contractors and agents, without the approval of JCPS.
- b) Require all employees, contractors and agents of JCTC to comply with all applicable provisions of FERPA with respect to any such data.
- c) Maintain any such data in a secure computer environment, and not copy, reproduce or transmit any such data except as necessary to fulfill the purposes of the Project.
- d) Conduct the Project in a manner that does not permit the identification of an individual student by anyone other than employees, contractors or agents of JCTC having a legitimate interest in knowing such personal identification, and not disclose any such data in a manner that would permit the identification of an individual student in any published results of studies.
- e) Destroy or return to JCPS any such data obtained under this Agreement within thirty days after the date when it is no longer needed by JCTC for the Project.

B. JCPS by the terms of the approved Project and as stated herein shall fulfill the following obligations:

1. JCPS has provided JCTC with a project proposal set forth in Attachment A identifying the seven (7) Academies of Louisville high schools where equipment funds will be utilized. Additionally, Attachment A identifies the Career Pathway(s) to be developed and the broad categories of anticipated expenditures for each lab to be constructed. JCPS may expend funds under this Agreement only in accordance with the terms and conditions of this Agreement, and only for the categories of expenditures set forth in Attachment A. JCTC agrees that funds provided to JCPS under this Agreement may be used by JCPS for reimbursement of such purchases made by JCPS on and after the July 1, 2017 effective date of this Agreement.
2. JCPS agrees to fund one (1) College and Career Academy Coach per each Academies of Louisville high school that participates in the WSRI Project. Each Coach shall have specific training on implementation of the Academies of Louisville model and in connecting schools with business partners.
3. JCPS will ensure one (1) dedicated counselor and assistant principal for each Academies of Louisville high school that participates in the WSRI project.
4. JCPS will fund additional teachers as needed to implement the Academies of Louisville model.
5. JCPS will also provide additional funding for professional development costs (PBL) and operating expenses for the Academies of Louisville high schools that participate in the WSRI Project.

6. JCPS will provide support to JCTC, participating students, and the WSRI Project from the Office of College and Career Readiness and Curriculum Management for:
 - a) Development and implementation of pathways to support the academy model.
 - b) Advanced learning opportunities and credentialing.
 - c) Access to a Master Schedule Resource Teacher to assist cohort and team scheduling.
 - d) Access to Buck Institute Training and Teacher Externships for Academy Teams.
 - e) Academy of Louisville Principal Retreat each year to share best practice and continuous improvement.
 - f) Development of an advisory board and recruitment/facilitation of business partner agreements.
7. JCPS has already provided the opportunity for all 8th grade students to participate in JA Inspire Career Fair (Fall 2017).
8. JCPS will support the School Business Partnerships Office in order to identify and recruit work-based learning opportunities.
9. JCPS will provide training and uniforms for Student Ambassadors at the Academies of Louisville high schools that participate in the WSRI Project.

3. Period of Performance: The term of this Agreement shall commence as of the 28th day of February, 2018, and effective retroactively for purposes of funding to the 1st day of July, 2017, as set forth above, and shall continue in accordance with the Master Agreement signed between JCTC and KEWDC (Attachment B), until JCTC shall have completed the Project and provided the capacity for training as designated in this Agreement for a period of ten (10) years or less if deemed appropriate for the needs of the Commonwealth of Kentucky and the workforce thereof.

4. Payment: JCTC will provide payment to JCPS only in accordance with the terms of their Master Agreement with KEWDC. Payment will be made on a reimbursement basis only and only after incurring allowable costs, provided, JCTC agrees that the WSRI Project funds provided to JCPS under this Agreement may be used by JCPS for reimbursement of such purchases made by JCPS on and after the July 1, 2017 effective date of this Agreement. JCPS billing for reimbursement must include (a) the cost categories as outlined in the approved proposal and budget (Attachment A), (b) supporting documentation with copies of actual invoices for the equipment purchased, and (c) appropriate signatures of authorized JCPS officials. Invoices may be sent monthly but no less than quarterly and shall include a current and cumulative breakdown of costs and required cost sharing, if any, in separate columns. The Final Invoice shall be clearly identified as "**FINAL**" and shall be submitted no later than 60 days after the Agreement's end date. Any reimbursement requested that does not comply with this Agreement or the Master Agreement and any process or procedure that conflicts with the terms set forth in the Master Agreement, shall not be honored.

All invoices presented for payment shall be submitted to:

Joanna Lynch, Director

Office of Grants and Contracts
Jefferson Community & Technical College
109 East Broadway, BB Suite 304
Louisville, KY 40202

Payments to JCPS will be made to:

Jefferson County Public Schools
C/O Denise Dewitt
Coordinator Grants and Awards
3332 Newburg Road
Louisville, KY 40218

5. Termination: This Agreement may be terminated by mutual agreement of JCTC and JCPS at any time after all WSRI Project funds contemplated to be paid to JCPS by JCTC under this Agreement have been paid to JCPS and have been expended by JCPS for the purposes set forth in Attachment A.

6. Modification: No waiver, alteration or modification of the provisions of this Agreement shall be binding unless in writing and mutually agreed upon. Any modifications or additions to this Agreement must be negotiated and approved by JCTC and JCPS. Any modifications or addenda hereto shall not conflict with the Master Agreement between JCTC and KEWDC. Should any conflict arise between this agreement or any written modification and/or addenda, the Agreement between JCTC and KEWDC shall control.

7. This Agreement: The Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. This Agreement may be executed by Facsimile or.pdf. The parties agree that Facsimile or.pdf. copies of signatures have the same effect as original signatures.

8. Independent Parties: JCPS and JCTC are considered independent parties and neither shall be construed to be an agent or representative of the other, and therefore neither shall be liable for the acts or omissions of the other. Each party shall, however, be liable for any negligent or wrongful acts of its own employees, students and invitees.

9. Entire Agreement: The Agreement, the Master Agreement, and any attachments hereto or thereto, as well as any amendment or modifications that may hereafter be agreed to by the parties in accordance with ARTICLE 5, constitute the entire understanding between the parties with respect to the subject-matter hereof and supersede any and all prior understandings and agreements, relating hereto. No Party shall be permitted to rely upon any oral representation or agreement to bind any other Party. All requirements and obligations shall be in writing.

10. Applicable Law: This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky.

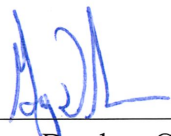
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

Jefferson County Public Schools:

Dr. Martin Pollio
Acting Superintendent

Date

Jefferson Community and Technical College:



Gary Dryden, Chief Administrative Officer, CFO

2-12-18

Date

JEFFERSON COUNTY PUBLIC SCHOOLS - (17-18) Academy of Louisville

Engineering, Manufacturing, Automotive & Information Technology Career Pathways

High School Name	Business/Industry Sector	Technical Program Lab	KDE Program of Study CIP Code	Student LAB Capacity - how many unique students will be using or could use the lab			Small Purchases (up to \$4,999)	Large Purchases (\$5,000 & Over)		Grand Total
Aol School	Content Area	Career Pathway Name	KDE Career Pathway Identifier	#students per class	#classes per year	Total Capacity per year	Types of Expenses	Amount	Types of Expenses	Amount
Ballard	Information Technology	Information Technology	14.0902.00	27	6	162	Interactive raspberry pi student kits & curriculum contains: breadboards, wires and components used in the cyber literacy curriculum	\$24,984		\$24,984
PRP	Manufacturing - Welding Technology	Welding	48.0508.01	20	6	120	Band saw, grinders, drill press, rod oven; student tool kit contains: wrenches, measuring tools, hammers, pliers, screwdrivers, metal break, anvil, regulators, torches, vices, clamps, files, snips and socket sets; welding booth materials	\$27,972	Plasma Cutter, Iron Worker, Welders; Welding Simulator	\$86,459
Seneca	Information Technology	Information Technology	14.0902.00	27	6	162	Interactive raspberry pi student kits & curriculum contains: breadboards, wires and components used in the cyber literacy curriculum	\$12,500		\$12,500
										\$114,431

JEFFERSON COUNTY PUBLIC SCHOOLS - (17-18) Academy of Louisville											
Engineering, Manufacturing, Automotive & Information Technology Career Pathways											
High School Name	Business/Industry Sector	Technical Program Lab	KDE Program of Study CIP Code	Student LAB Capacity - how many unique students will be using or could use the lab			Small Purchases (up to \$4,999)		Large Purchases (\$5,000 & Over)		Grand Total
AOL School	Content Area	Career Pathway Name	KDE Career Pathway Identifier	#students per class	#classes per year	Total Capacity per year	Types of Expenses	Amount	Types of Expenses	Amount	
Shawnee	Engineering Technology	Engineering and Electronics Technology	15.0613.00	24	6	144	Student tool kits & learning system that contains: measurement tools; gauges; calipers; meters; testers; Storage units for tool kits; 3D Printers;	\$16,525	Interactive learning system & software used to develop manufacturing electrical skills. Units include: AC/DC; electrical fabrication; measurement learning set; mechanical system; safety, quality; production process; maintenance awareness; CNC Laser	\$90,720	\$107,245
Southern	Information Technology	Information Technology	14.0902.00	30	6	180	Interactive raspberry pi student kits & curriculum contains: breadboards, wires and components used in the cyber literacy curriculum	\$27,532			\$27,532

JEFFERSON COUNTY PUBLIC SCHOOLS - (17-18) Academy of Louisville										
Engineering, Manufacturing, Automotive & Information Technology Career Pathways										
High School Name	Business/Industry Sector	Technical Program Lab	KDE Program of Study CIP Code	Student LAB Capacity - how many unique students will be using or could use the lab			Small Purchases (up to \$4,999)		Large Purchases (\$5,000 & Over)	Grand Total
Aol School	Content Area	Career Pathway Name	KDE Career Pathway Identifier	#students per class	#classes per year	Total Capacity per Year	Types of Expenses	Amount	Types of Expenses	Amount
Southern	Engineering Technology	Engineering and Electronics Technology	15.0613.00	24	6	144	Student tool kits contains: measurement tools; gauges; calipers; meters; testers; Storage units for tool kits; Robotics kits	\$16,525	Interactive learning system & virtual software used to develop manufacturing electrical skills. Units include: measurement learning set; mechanical system; electric motor control; Fanuc Robotics integration to mechatronics training system	\$62,558
										\$79,083
Valley	Manufacturing - Industrial Maintenance Technology	Industrial Maintenance Technician	47.0303.02	20	6	120	Workbenches & tables; student-led electrical wiring kit that includes wall panel demonstrators, outlet, light and switch circuits; student tool kits that contain: EMT bender, hammer, wire stripper, screwdriver, wrenches, pliers, meters, levels, tool pouches; electronic devices; power tool kits that contain drills & saws	\$39,273	Interactive learning system used to develop manufacturing electrical skills. Units include: AC/DC electrical trainer; electrical fabrication trainer; electrical motor controls; motor brake learning; reduced voltage system; mechanical drives trainer	\$72,203
										\$111,476

JEFFERSON COUNTY PUBLIC SCHOOLS - (17-18) Academy of Louisville										
Engineering, Manufacturing, Automotive & Information Technology Career Pathways										
High School Name	Business/Industry Sector	Technical Program Lab	KDE Program of Study CIP Code	Student LAB Capacity - how many unique students will be using or could use the lab			Small Purchases (up to \$4,999)		Large Purchases (\$5,000 & Over)	Grand Total
Aol School	Content Area	Career Pathway Name	KDE Career Pathway Identifier	#students per class	#classes per year	Total Capacity per year	Types of Expenses	Amount	Types of Expenses	Amount
Waggener	Manufacturing - Industrial Maintenance Technology	Industrial Maintenance Technician	47.0303.02	20	6	120	Workbenches & tables; student-led electrical wiring kit that includes wall panel demonstrators, outlet, light and switch circuits; student tool kits that contain: EMT bender, hammer, wire stripper, screwdriver, wrenches, pliers, meters, levels, tool pouches; electronic devices; power tool kits that contain drills & saws	\$45,115	Interactive learning system used to develop manufacturing electrical skills. Units include: AC/DC electrical trainer; electrical fabrication trainer; electrical motor controls; motor brake learning; reduced voltage system; mechanical drives trainer	\$28,341
Waggener	Information Technology	Information Technology	47.0104.01	27	5	135	computers; printers; tables & chairs	\$49,293		
										\$600,000
										\$49,293

WORK READY SKILLS INITIATIVE FUNDING AGREEMENT

August 28, 2017

**JEFFERSON COMMUNITY & TECHNICAL COLLEGE (JCTC)
LEAD APPLICANT**

THIS WORK READY SKILLS INITIATIVE FUNDING AGREEMENT (the “Agreement”) dated for convenience as of the 28th day of August, 2017, and effective retroactively to February 3, 2017 (the “Effective Date”), is made and entered into by and among: (i) the **KENTUCKY EDUCATION & WORKFORCE DEVELOPMENT CABINET** a governmental agency of the Commonwealth of Kentucky, with an address of The 300 Building, 300 Sower Blvd., Fourth Floor, Frankfort, Kentucky 40601 (“EWDC” or the “Cabinet”) and (ii) **JEFFERSON COMMUNITY AND TECHNICAL COLLEGE** (“JCTC”), a college wholly within the **KENTUCKY COMMUNITY AND TECHNICAL COLLEGE SYSTEM** (“KCTCS”). For purposes of this agreement, JCTC (the “Recipient”), is located at 109 East Broadway Louisville, KY 40202 with the KCTCS System Office located at 300 North Main Street Versailles, KY 40383. JCTC has received funding under the Kentucky Work Ready Skills Initiative (“WRSI”).

WITNESSETH

WHEREAS, it is the public policy of the Commonwealth of Kentucky to support, promote, and develop a highly trained workforce by providing resources to partnerships between employers and educational institutions that collaborate on projects designed to provide the necessary facilities, equipment, programs and curriculum to train and educate students to meet the workforce needs of Kentucky’s employers now and in the future;

WHEREAS, Executive Order 2016-664 authorizes and empowers the Cabinet to promote the development of a highly trained workforce in Kentucky by undertaking and financing economic development bond projects, as more particularly described therein;

WHEREAS, the Recipient and Project Partners submitted an application to the Work Ready Skills Advisory Committee (“WRSAC”) setting forth a proposed project and plan that

included (1) specific details on the number of students and/or adults that could be trained based on the project's capacity should it be completed as proposed and (2) the industry sectors in which the students and/or adults will be trained;

WHEREAS, the Cabinet and Recipient have entered into negotiations with regard to the Recipient's project (the "Project") to construct an advanced manufacturing center with multiple flexible labs, classrooms, and support areas and to renovate existing spaces, at an approximate total cost of **TWENTY MILLION TWO-HUNDRED FORTY- ONE THOUSAND THREE-HUNDRED EIGHTY-SIX DOLLARS (\$20,241,386.00)**, which Project the Recipient represents will result in full training capacity for 2752 adults and 750 students annually, an increase in current capacity of 427 adults and 520 students.

WHEREAS, the Recipient has collaborated with other members of the community on the Project and has obtained commitments from private industry to contribute financially to the Project as well as provide training and employment opportunities to those that are educated and/or trained through these programs;

WHEREAS, the Cabinet and Recipient negotiated the preliminary terms of this Agreement, and the Cabinet approved an award in an amount not to exceed **FIFTEEN MILLION TWO-HUNDRED THOUSAND DOLLARS (\$15,200,000.00)** to and for the benefit of the Recipient to assist with the Project in exchange for the Recipient's agreement to complete the project described in its Application, and as modified by the WRSAC;

WHEREAS, the Recipient has agreed to contribute a match to assist in funding the total Project in an amount no less than **FIVE MILLION FORTY-ONE THOUSAND THREE HUNDRED EIGHTY-SIX DOLLARS (\$5,041,386.00)** in the form of cash and eligible non-cash items;

WHEREAS, the Kentucky WRSAC approved this WRSI award at a duly-constituted meeting of its members on **January 31, 2017**; and

WHEREAS, it is appropriate and in the public interest that the Cabinet make a commitment of financial resources to this Project to encourage and support the development of a highly trained workforce;

NOW THEREFORE, in consideration of the promises, mutual covenants, and conditions contained herein, and for other good and valuable consideration, the mutuality and sufficiency of which is hereby acknowledged by the parties, the Cabinet and the Recipient agree as follows:

SECTION 1 DEFINITIONS

1.1 Definitions. For the purposes of this Agreement, the following definitions apply to words and phrases herein:

- (1) **“Agreement”** shall mean this WRSI Funding Agreement by and between the Cabinet and the Recipient. The Agreement shall include Exh. A, the application submitted in support of the Recipient’s request for funding and any modifications or addendums when reduced to writing, properly executed, and appended hereto;
- (2) **“Breach”** shall mean the happening of any one or more of the events or occurrences designated as “Breach” pursuant to Section 9 of this Agreement. If an event or occurrence appears imminent, the Cabinet may anticipate breach only if the Cabinet provides notice of the anticipated breach, permits the Recipient a specified period to reply, and a timeframe to avoid the possibility of breach;
- (3) **“Cabinet”** shall mean the Education and Workforce Development Cabinet (EWDC). The Cabinet is an agency of the Commonwealth of Kentucky as defined in subparagraph five (5) of this section;
- (4) **“Cash Match”** is the amount of cash contributed by any entities identified as Project Partners. Cash Match shall not include or be used for operational expenses.
- (5) **“Committee”** shall mean the Kentucky Work Ready Skills Advisory Committee (WRSAC), as created and constituted in Executive Order 2016-664;
- (6) **“Commonwealth”** shall mean the Commonwealth of Kentucky and all governmental agencies, authorities, and political subdivisions thereof, including but not limited to the Cabinet. Notwithstanding the status of Recipient as a public institution of higher education created through and by an act of the Kentucky state

legislature, the Recipient is excluded for purposes of this Agreement from the definition of Commonwealth;

- (7) **“Disbursement”** shall mean the Cabinet’s distribution of WRSI Funds to the Recipient pursuant to Section 2 of this Agreement;
- (8) **“Eligible Non-Cash Match”** shall mean equipment, land fixtures, program materials and supplies, existing facilities, or other assets;
- (9) **“Equipment”** shall mean equipment, machinery, furnishings, office equipment, computers, software, fixtures, telecommunications infrastructure, or other items necessary to equip a facility to provide workforce training and education programs proposed as part of a partnership project;
- (10) **“Facility”** shall mean the publicly-owned facility that serves as the primary location, in Louisville, Jefferson County, Kentucky 40202 for the project;
- (11) **“Funds”** shall mean the WRSI Funds in the principal amount set forth in Section 2.1 hereof, issued pursuant to KRS 56.450 or KRS 56.863, and provided in accordance with the terms and conditions of this Agreement;
- (12) **“Funding Documents”** shall collectively refer to this Agreement as well as any and all agreements, documents, exhibits, and instruments referred to in this Agreement. Funding Documents shall also mean any agreements or documents otherwise evidencing or pertaining to or executed in connection with the Funds, including any and all agreements, documents, or instruments made to modify, amend, renew, extend, substitute, or replace original or earlier agreements or funding documents;
- (13) **“Laws”** shall include all relevant laws, statutes, court decisions, rules, orders, and regulations of the United States of America and the Commonwealth of Kentucky. Laws may also include applicable rules, orders, regulations, and ordinances in counties, municipalities, and other political subdivisions where the Recipient undertakes or conducts the Project. Nothing in this definition shall imply that either the Cabinet or the Recipient have waived the right and privilege to assert sovereign immunity when available;

- (14) **“Match” or “Matching Funds”** shall mean a contribution of funds committed by the Project Partners in the grant application and which can be no less than ten percent (10%) of the total project cost contributed by the Project Partners, consisting of Cash and Eligible Non-Cash Match;
- (15) **“Postsecondary Education Partner”** shall mean: (1) a public state university located in the Commonwealth; (2) The Kentucky Community and Technical College System (KCTCS) and any of its sixteen (16) colleges; or (3) A private post-secondary institution accredited by the Southern Association of Colleges and Schools Commissions on Colleges headquartered in the Commonwealth of Kentucky;
- (16) **“Project”** shall mean the project submitted by Recipient in its application, as modified and approved by the Committee, which falls within one of the following categories:
- A. Construction and equipping of a new facility for the purpose of providing workforce training and education;
 - B. The renovation or upgrade of an existing facility; or
 - C. Purchase of new or upgraded equipment and furnishings.
- (17) **“Project Partners”** shall mean the Recipient and all partnership member organizations referenced in the Application which is attached hereto as **Exhibit A**;
- (18) **“Request for Disbursement”** shall mean a written request to the Cabinet for disbursement of the proceeds of the WRSI Funds. All requests for disbursement shall substantially meet the requirements of form, substance, and detail set forth in the document attached hereto as **Exhibit B**. If the Request for Disbursement is not made on the form known as Exhibit B, the Cabinet, in its sole discretion, shall determine whether the submission is sufficient to justify distribution of Funds.

SECTION 2

WORK READY SKILLS INITIATIVE FUNDS

2.1 **Agreement to Distribute WRSI Funds.** Pursuant to Executive Order 2016-664, August 30, 2016 the Cabinet hereby agrees to make and the Recipient hereby agrees to accept the WRSI

2.1 **Agreement to Distribute WRSI Funds.** Pursuant to Executive Order 2016-664, August 30, 2016 the Cabinet hereby agrees to make and the Recipient hereby agrees to accept the WRSI Award of **FIFTEEN MILLION TWO-HUNDRED THOUSAND DOLLARS (\$15,200,000.00)**, subject to and in accordance with the terms, covenants, and conditions set forth in this Agreement. The Recipient expressly agrees to comply with and to perform all terms, covenants, and conditions of this Agreement and any and all Funding Documents as defined herein.

2.2 **Use of Proceeds.** The proceeds of the award shall be disbursed to Recipient, which shall utilize the WRSI Funds to finance, in part, the Project, in accordance with the terms and conditions of this Agreement and other Funding Documents;

2.3 **Disbursement.** The Cabinet shall disburse WRSI Funds to the Recipient in one or more draws. The first disbursement shall occur upon execution of the Agreement by both parties, after approval of submitted request for disbursement and requested documentation in support of disbursement. Other disbursements may occur as necessary to fulfill the project requirements and shall only be made when the Cabinet has determined all applicable parties have fully performed the promises, covenants, and conditions precedent to the WRSI award as set forth in Section 4 of this Agreement. For disbursement of WRSI funds to occur, the Recipient must submit a written and fully executed Request for Disbursement as defined herein and attached hereto and the Request for Disbursement must be approved by the Cabinet prior to any distribution. The Request for Disbursement must be submitted at least fifteen (15) days prior to the date requested for disbursement. Recipient shall attach any supporting documentation the Cabinet requests as a condition of disbursement. Recipient may submit only one Request for Disbursement per month unless otherwise approved by the Cabinet.

2.4 **Amount of Disbursements.** Disbursements shall not exceed the amount requested. If the Recipient's supporting documentation does not justify the amount requested, the Cabinet may require further documentation and reduce the requested disbursement to reflect the supported amount. When the Recipient supplies all requested supplemental documentation and the Cabinet determines the documentation sufficiently justifies the requested amount, the Cabinet shall release and disburse the full amount of the requested disbursement. At any time upon Cabinet requests or upon a mutually determined schedule, Recipient shall deliver to the Cabinet all receipts, vouchers, statements, bills of sale, or other evidence satisfactory to the Cabinet of actual payment of the costs

to provide the Recipient with any documents necessary to support Requests for Disbursements or payment of actual costs associated with the Project.

2.5 **Right to Withhold Funds.** The Cabinet may amend, reduce, or withhold funding of any Disbursement upon notification to the college of the circumstances leading to a decision to amend, reduce, or withhold. Cabinet and Recipient shall work together to resolve any issue leading to the Cabinet's decision, but Cabinet shall retain ultimate and sole discretion to determine that the Request for Disbursement is inappropriate or the documentation provided in support thereof is insufficient. The Cabinet may not make a final determination without providing Recipient a meaningful opportunity to cure any deficiencies in the request and the support documents. Any documentation supplied to cure any deficiencies shall be provided to the Cabinet within thirty (30) days. If additional support documentation is not supplied within thirty days, the request will be deemed unapproved. The Cabinet may also elect to amend, reduce, or withhold any Disbursement if the Cabinet finds that: (i) Recipient has breached the Agreement by failing to perform any condition precedent to the Disbursement or any other term and condition of this Agreement or the other Funding Documents; or, (ii) the Recipient is anticipated to breach the agreement. In either the event of Breach or anticipatory breach, the Cabinet shall provide the Recipient the process provided earlier in this paragraph (2.5).

SECTION 3

PROJECT PARTNER MATCHING FUNDS

3.1 **Cash Match.** The Recipient hereby represents and warrants to the Cabinet that it has secured and will contribute the following Cash Match to the Project: **FIVE MILLION FORTY-ONE THOUSAND THREE-HUNDRED EIGHTY-SIX DOLLARS (\$5,041,386)**. The sources for the Recipient's Cash Match are as follows:

J. Graham Brown Foundation Funding: \$3,000,000

Metro Council Funding: \$300,000

College Fundraising and/or local college resources: \$1,741,386

3.2 **Eligible Non-Cash Match Items.** The Recipient represents and warrants the following:

_____ All Eligible Non-Cash Match items are listed below and shall be contributed to the Project:

_____ Recipient will not contribute any Non-Cash Match to the Project.

Real Estate Description/Value:

3.3 **Valuation of Eligible Non-Cash Match Items.** Recipient represents and warrants that the valuation of the Eligible Non-Cash Match Items listed in Section 3.2 is reasonable and accurate. Recipient has attached documentation showing the methodology used to reach the valuation for each as part of **Exhibit B.**

3.4 **Availability of Matching Funds.** Recipient represents and warrants that the Cash Match and Eligible Non-Cash Match Items listed in Sections 3.1 and 3.2 are available pursuant to the following schedule and in the following amounts:

(Attach or list)

- 1) Upon the effective date of the agreement, the state will make available \$600,000 for the JCPS lab development portion of the project. This amount will be released in recognition of the land purchase and preparation costs of \$2,831,094 that has already been expended in furtherance of the project. The amounts will be released upon the presentation of appropriate documentation demonstrating that the funds are reimbursing costs consistent with the project terms;
- 2) Upon the receipt of donation letters from the private donors that demonstrate by 6/30/19 that cash funds will be raised and in-hand totaling \$4,021,101.00, an additional \$12,700,000.00 may be released for monthly draws after a showing of sufficient documentation and in conformance with policies established for the receipt of funds;
- 3) Upon the receipt of donation letters from the private donors that demonstrate by 6/30/20 that additional cash has been raised in an amount equaling \$1,020,285, the last \$1,900,000 of the \$15,200,000 may be released for monthly draws after a showing of sufficient documentation and in conformance with policies established for the receipt of funds.

Availability of Matching Funds, Disbursement of Matching Funds, and Implementation of Matching Funds for completion of the Project shall be in a manner required or directed by the Kentucky Finance and Administration Cabinet (KFAC), an executive agency of the

Commonwealth and the entity through which KCTCS contracts the management of capital projects, including the WRSI Funds Project approved for JCTC.

Notwithstanding the regulations and procedures of the KFAC, the EWDC requires that all matching funds must be contributed to and utilized for project costs prior to the Cabinet's distribution of WRSI Funds and the Recipient's use thereof.

3.5 **Notification of Change in Circumstance.** The Recipient shall notify the Cabinet immediately in the event of any change in or restructuring of said Matching Funds.

SECTION 4

CONDITIONS PRECEDENT

The Cabinet's obligation to disburse Funds shall be conditioned upon the prior fulfillment of the following conditions:

4.1 **Compliance.** The Recipient and Project Partners, as applicable, shall comply with all provisions of this Agreement and any modifications of the Agreement that become necessary to complete the project.

4.2 **Request for Disbursement.** The Recipient shall submit to the Cabinet the Request for Disbursement along with all required supporting documentation justifying the disbursement amount requested.

4.3 **Execute Conditions Precedent.** The Recipient shall execute and fully perform each of the conditions precedent to the WRSI Award set forth in this Agreement.

4.4 **Project Partner Approval.** All Project Partners shall provide certified copies of any resolutions or ordinances authorizing the Recipient or other Project Partners to participate in the WRSI.

4.5 **Demonstration of Match.** The Recipient shall provide evidence satisfactory to the Cabinet that a sufficient partnership Match, as specifically referenced in Section 3 of this Agreement, has been obtained and is fully obligated to the Project.

4.6 **Permits and Licenses.** If required by the Cabinet, the Recipient 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.

SECTION 5 INSURANCE

5.1 **Insurance.** During the term of this Agreement, and during any extensions or renewals thereof, the Recipient shall carry and maintain on the Project property and casualty insurance, general public liability insurance, worker's compensation insurance, and, if applicable, flood insurance, in such form and in such amounts as are customarily carried by prudent business operations 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 Agreement.

5.2 **Notice of Casualty.** The Recipient shall promptly give written notice of any material damage to or destruction of the Project to the Cabinet.

SECTION 6 REPRESENTATIONS AND WARRANTIES

The Recipient, as applicable, hereby represents and warrants to the Cabinet as follows:

6.1 **Existence.** The Recipient is a public institution of higher education, contained within and subject to KCTCS, a system of community and technical colleges established by the legislature of the Commonwealth of Kentucky pursuant to KRS 164.580, subject to both the Constitution and laws of the Commonwealth, and governed by the KCTCS Board of Regents pursuant to KRS 164.310 and KRS 164.321.

6.2 **Authority to Act.** The KCTCS Board of Regents, has the general powers and duties set forth in KRS 164.350 and the specific authority detailed in KRS 164A.580 and 164A.595 for the construction, rehabilitation, remodel, and other land and structural projects subject to the provisions of KRS 45.750 through 45.800, 45A.180, and 45A.183. In the administration of the System, the KCTCS President and the college Presidents/CEOs have the obligation to fiscally manage the System and individual colleges, respectively. In accordance with the provisions of the statutes cited above, with KCTCS Board and Administrative Policy, and with the authority of the college Presidents/CEOs as stated in KRS 164.600(3), the Recipient has the requisite power, capacity, and authority to execute and deliver this Agreement, to consummate the transactions

contemplated by this Agreement, including its Exh. A and to observe and to perform this Agreement in accordance with its respective terms and conditions and in compliance with all laws of the Commonwealth of Kentucky relevant to capital projects relevant to colleges and universities. The officers executing and delivering this Agreement on behalf of the Recipient have been and are duly-authorized to enter into this Agreement on behalf of the Recipient.

6.3 **Approvals.** The Recipient has taken all actions necessary to approve this Agreement and its participation in the Project and represents, to the best of its knowledge, that each of the Project Partners have obtained the necessary approvals to participate in the Project.

6.4 **Government Requirements.** The real property on which the Project is located will be constructed or renovated in conformity with all required zoning and other governmental requirements or has received variances allowing such lack of conformity. The Project is to be approved by all necessary governmental authorities, including state and local authorities, and the Recipient must obtain all necessary permits, licenses, certifications, and authorizations necessary for completion of the Project.

6.5 **Litigation.** No litigation or proceeding involving the Recipient or Project Partners is pending or, to the best of the knowledge of the Recipient and Project Partners, is threatened in any court or administrative agency that, if determined adversely to the Recipient or Project Partner, could have a materially adverse impact on the ability of any of them to perform any of their respective obligations under this Agreement.

6.6 **No Defaults.** Neither the Recipient nor any Project Partner, if applicable, is in default under any material contract, agreement, lease, bank loan, or credit agreement to which either of them is a party or by which either is bound, nor has any event 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 the ability of any of them to perform any of their respective obligations under this Agreement. No Breach event exists on the date hereof, nor shall any such Breach event begin to exist immediately after the execution and delivery of this Agreement.

6.7 **Conflicting Transactions.** The consummation of the transaction contemplated hereby and the performance of the obligations of the Recipient related to this Agreement shall not result in

any breach of, or constitute a default under, any material contract, agreement, lease, bank loan, or credit agreement to which either is a party or by which either is bound.

6.8 **Disclosure.** This Agreement does not contain any false or misleading statement of or omission of any material fact. There is no fact known to the Recipient that materially and adversely affects, or in the future could materially and adversely affect the Recipient's operations, affairs, or condition, financial or otherwise, that has not been disclosed in writing to the Cabinet.

6.9 **Application Materials and Statements.** All statements contained within the Application Materials heretofore provided by the Recipient to the Cabinet are accurate and complete as of the date submitted and as of the date hereof.

6.10 **Availability of Records.** The Recipient shall make its books and records, relating to its representations, warranties, and covenants in this Agreement available to the Cabinet at the Project, or at another location in the Commonwealth acceptable to the Cabinet, at such reasonable times as the Cabinet shall request and shall file with the Cabinet such documentation respecting the Project as the Cabinet may require.

SECTION 7

COVENANTS

To induce the Cabinet to enter into this Agreement and to distribute the Funds, the Recipient, as applicable, hereby covenants and agrees with the Cabinet as follows:

7.1 **No Transfer of Project.** Unless otherwise required by law or by fiscal or academic necessity as determined by the Board of Regents for KCTCS or the Board's delegee, the Recipient shall not sell, lease, sub-lease, convey, mortgage, encumber, or dispose of all or any portion of the Project in any manner except as specifically permitted herein. Should any authorized agent for KCTCS determine the Project property must be sold, leased, sub-leased, otherwise encumbered or sold in whole or part, the Recipient shall notify the Cabinet in writing, and if the partial or entire sale, lease, sub-lease, or encumbrance are not required by state or federal law, are not necessary to remain fiscally sound, or are not otherwise necessary to maintain college or programmatic accreditation, the Recipient shall seek express consent from the Cabinet's designee. Notwithstanding the consent requirement, nothing in this section or this agreement shall be

interpreted to limit any power legislatively granted to the KCTCS Board of Regents or delegated by the Board of Regents to the KCTCS President.

7.2 **Maintenance of Project.** The Recipient shall maintain the Project in good condition, order, and repair, and shall make all repairs thereto as are necessary or appropriate. The Recipient shall not commit or suffer any waste to the Project and shall not do or suffer anything to be done that may increase the risk of fire or other hazards thereto. Nothing in this section shall be interpreted to limit the authority of KCTCS to control or manage the premises as Kentucky state law permits.

7.3 **Dissolution or Disposition of Assets.** During the term of this Agreement, the Recipient shall provide written notification to the Cabinet in the event the Recipient's Board of Regents or the Board's delegee determines the need to sell most or substantially all KCTCS/JCTC assets or financial exigency requires the Board of Regents to liquidate, dissolve, or reorganize JCTC or parts of KCTCS that may affect JCTC and the Project. The requirement to provide written notification to the Cabinet shall also extend to any that might foreseeably lead to liquidation, dissolution, or reorganization. Further, this provision shall not in any way be construed as a waiver of the Cabinet's ability to assert its legal rights against KCTCS. The Cabinet shall be permitted to exercise any rights permitted by law that it may have with regard to assets that are affected by the liquidation, dissolution or reorganization of JCTC, including the ability to cease further funding of the Project, assert breach of this Agreement, and seek recovery of disbursed funds.

7.4 **Compliance with Laws.** The Recipient and Cabinet shall comply with all Laws prior to and during the execution of the Project.

7.5 **Designation of Agent.** The Recipient shall designate an agent to accept service of process. The agent shall be a resident of or have offices in the Commonwealth. The Recipient shall notify the Cabinet in writing of any change in the name or address of such agent immediately. Upon the Execution of this Agreement, the agent to accept service of process is Dr. Ty J. Handy, President Jefferson Community and Technical College, 109 East Broadway, Louisville, KY 40202

7.6 **Taxes and Other Obligations.** The Recipient shall pay, on or before the date due, as applicable, any 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 relevant to the Project.

7.7 **Workforce Training.** The Recipient covenants and agrees to make available workforce training to a minimum of **2752 adult participants and 750 student participants** upon completion of the project. The Project shall include any construction, renovation, or other capital improvements necessary to provide training to the specified number of participants. Upon completion of all construction, renovation, or other improvements, the Project shall extend for a minimum of five (5) years to a maximum of seven (7) years as deemed necessary by the Cabinet to monitor and determine the success of the Project with regard to serving student populations. The Recipient covenants and agrees that it shall be subject to annual monitoring as well as audit and verification to ensure satisfactory progress toward the capacity for training as stated in this section. Whether the Recipient has reached annual satisfactory progress shall be within the discretion of the Cabinet. A negative determination requires written notification to the Recipient with specific findings of deficient progress and an opportunity for the Recipient to address and take exception or cure each deficiency.

In addressing, excepting, or curing the failures to make satisfactory Workforce Training progress, the Recipient shall submit a report with all information, details, and other items requested as evidence to demonstrate efforts the Recipient has made to provide the adult and student training capacity represented in the Application. The Recipient shall specifically address low enrollment numbers through a detailed report of all efforts to attract, recruit, enroll, and retain trainees. The Cabinet may consider Recipient's good faith efforts to reach training capacity levels and shall also consider market trends, the Commonwealth's workforce needs, and any other relevant labor or educational factors when determining the appropriate remedy for failure to meet training capacity.

The Recipient and Cabinet understand the need for safeguards and breach remedies when distributing WRSI Funds. Both Parties warrant a commitment to proper stewardship of taxpayer monies, but both Parties understand and agree to limitations created through statute, regulation, policy, and procedure. In order to maximize oversight while abiding by all relevant legislative limitations, the Parties agree to enter a binding resolution in the event of breach or anticipatory breach. If the Cabinet determines the Recipient has breached or is likely to breach one or more obligation as set forth in this Agreement, and if the Recipient fails to cure the breach or anticipated breach within thirty (30) days of receiving notice, the Cabinet shall require the Recipient, and the

Recipient hereby agrees, to enter immediately into mediation to reach an appropriate and legal remedy for the uncured breach or anticipatory breach. The Cabinet shall have the ability to enforce one or more of the following remedies as outlined in Section 9.2. The remedies and any schedule or other agreement associated with the remedies shall be reduced to writing and shall be enforceable as provided by Kentucky law.

7.8 **Shut Down Repayment.** Should the Recipient close, shut down, or for any reason permanently cease the Project during the term of this Agreement as stated in Section 7.7, the Cabinet shall seek remedy, including reimbursement or the equivalent, in accordance with the determined Phase of the schedule set forth in this Section.

7.8 **Further Assurances.** The Cabinet may request, and the Recipient shall provide, any and all other instruments, certificates, and other documents as may, in the reasonable opinion of the Cabinet, be necessary or desirable to effect, complete, perfect, or otherwise continue and preserve the obligations of the Recipient under this Agreement.

7.9 **Right to Inspect.** The Cabinet has the right to inspect the Recipient's premises relating to the Project for the sole purpose of determining compliance with the requirements of this Agreement and monitoring Project progress. Requests for documents or meetings with specific individuals related to the Project may require advance notice.

SECTION 8

WAIVERS

8.1 **Waiver and Remedies.** The rights, powers, and remedies granted to the Cabinet pursuant to this Agreement shall not diminish or degrade any rights, powers, and remedies available to the Recipient pursuant to state or federal law; nor shall this Agreement diminish or degrade the rights, powers, and remedies existing in the Cabinet pursuant to state or federal law. 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 the Cabinet or the Recipient, 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 the Cabinet or the Recipient in exercising any right, power, or remedy 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 the Cabinet or the Recipient or any waiver of a breach of this Agreement shall not constitute a consent to or waiver of any right, remedy, or power of the Cabinet or the Recipient upon a subsequent breach of this Agreement.

SECTION 9

BREACH

9.1 **Breach.** Each of the following events or occurrences shall constitute Breach of this Agreement:

- (1) **Financial Exigency.** If the KCTCS Board of Regents determines by majority vote that JCTC is in a state of financial exigency and the property of the Recipient is subject to restructuring, return to the Commonwealth, or other action based on the declaration of financial exigency, the Cabinet may deem that JCTC has breached this Agreement. If such an event occurs, the Cabinet will seek remedy from the KCTCS Board of Regents. A declaration of financial exigency for JCTC shall not be an automatic breach without action on the part of the Cabinet; or
- (2) **Unsatisfactory Progress.** If the Recipient fails to comply with any deadline in Section 3.4 of this Agreement, or fails to make satisfactory progress towards the completion of the Project, as determined by the Cabinet;
- (3) **Breach of Covenants, Warranties, and Representations.** If any warranty or representation made by Recipient or Project Partner in this Agreement shall at any time be false or misleading in any material respect, or if Recipient shall fail to keep, observe, or perform any of the obligations, terms, covenants, representations, or warranties set forth in this Agreement; or
- (4) **Breach of Obligations to the Cabinet.** If the Recipient shall fail to observe, perform, or comply with the terms, obligations, covenants, agreements, conditions, or other provisions of this Agreement or of any other agreement, document, or instrument that the Recipient has entered into with the Cabinet.

9.2 **Remedies of Cabinet Upon any act Constituting Breach.** Notwithstanding anything to the contrary set forth herein, the Cabinet may make a good faith determination that there has been an act constituting breach. Upon making a good faith determination of breach, the Cabinet shall

provide timely notice of the breach to the Recipient and shall also provide Recipient with at least thirty (30) days to cure the acts constituting breach. Notice by mail shall be effective on the day following the date in which the correspondence was placed in the mail. Notice by electronic means shall be effective immediately upon transmittal. Once notice and an opportunity to cure have passed, if the Cabinet determines that the Recipient has not properly and sufficiently cured the breach, the Cabinet may exercise certain rights and remedies as negotiated through binding mediation. The Cabinet's and Recipient's rights and remedies may include any of the following:

- (1) Terminate the WRSI award, after which the Cabinet shall be under no obligation to advance any undisbursed monies from the WRSI Funds to the Recipient; and
- (2) Declare the disbursed principal balance of the WRSI Funds to be due and payable in part or in full from the Recipient as the defaulting party; the Parties shall arrive at, through informal mediation, a schedule for repayment of funds that will include consideration of relevant fiscal, legal, and operational concerns of the Recipient; the Cabinet shall retain the right to enforce the mediated agreement and schedule; and
- (3) If appropriate and permitted by state law, the Cabinet may require transfer of title of fixtures, equipment, or real property if Recipient expended WRSI Funds for the purchase or improvement thereof;
- (5) Commence an appropriate legal or equitable action to enforce the Recipient's performance of the terms, covenants, and conditions of this Agreement; and
- (6) Commence appropriate legal or equitable action to enforce the rights and remedies of the Cabinet pursuant to the terms, covenants, and conditions of this Agreement; and
- (7) Exercise any other rights or remedies that may be available to the Cabinet pursuant to this Agreement or under applicable Laws.

SECTION 10

MISCELLANEOUS

10.1 **Expenses.** After execution of the Agreement, at the Cabinet's request, the Recipient shall promptly 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 Agreement which are necessitated by that party; or, (ii) the preserving, perfection, and enforcement of the Cabinet's rights and remedies under this Agreement.

10.2 **Term of Agreement.** The term of this Agreement commenced upon the Effective Date hereof, and shall continue until the Recipient shall have completed the Project and provided the capacity for training as designated in this Agreement for a period of ten (10) years or less if deemed appropriate for the needs of the Commonwealth of Kentucky and the workforce thereof.

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

10.3 **Headings.** The section headings set forth in this 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 Agreement.

10.4 **Severability.** If any term or provision of this 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 Agreement shall not be affected thereby, and each of the remaining provisions of this Agreement shall be valid and enforceable to the fullest extent permitted by applicable law.

10.5 **Successors and Assigns.** Except as otherwise expressly provided herein, the terms and conditions of this 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 Recipient of any of their respective rights and duties under this Agreement.

10.7 **No Partnership - Status of Relationship.** The Cabinet, the Recipient, and any party respectively associated therewith, shall in no event be construed 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 the Recipient

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 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 Recipient. The Recipient expressly agrees that there is no relation of any type whatsoever, contractual or otherwise, either express or implied, between the 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 Agreement or to have any claim or claims in or to any undisbursed proceeds of the WRSI Funds pursuant to the Agreement.

10.9 **Modification.** This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements among 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 Agreement. **If this Agreement is not executed on or before August 30, 2017, the Cabinet's offer of the WRSI Funds will expire and the Cabinet shall be under no obligation to advance any monies to the Recipient or perform any other obligation hereunder.**

10.11 **No Assignment.** The Recipient may not assign its respective rights under this Agreement to any Person. 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 addressed as follows:

If to the Education and Workforce Development Cabinet:

Education and Workforce Development Cabinet
The 300 Building

300 Sower Blvd., Fourth Floor
Frankfort, Kentucky 40601-1975
Attn: Bridget H. Papalia

If to the Recipient:

Jefferson Community & Technical College
109 East Broadway
Louisville, Kentucky 40202
Attn: Dr. Ty J. Handy (President)

Kentucky Community and Technical College System
Wendell Followell, Vice President
300 North Main Street
Versailles, Kentucky 40383

Any notice that involves legal demand or service of process for legal action shall be sent to or served upon

The KCTCS Board of Regents
Attention: Dr. Jay K. Box, President
Kentucky Community and Technical College System
300 North Main Street
Versailles, Kentucky 40383

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

10.13 **Governing Law.** This 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 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 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 **Recipient Authorization of Release of Information.** The Recipient, by execution of this Agreement, hereby authorizes and agrees that the Cabinet or any of its agents or employees is permitted to share any information, data, research, and other materials (including this Agreement, information reported by Recipient as part of this Agreement and any attachments hereto) in any public forum, report, or documentation deemed beneficial to public interest. If such data contains educational records protected under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99), the Recipient shall be required to withhold such data or may elect to submit data already designated as directory information in accordance with the law.

[SIGNATURE PAGE TO FOLLOW]

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

Education and Workforce Development Cabinet,
a Kentucky governmental agency

By: [Signature] 9/21/17 Date

Printed Name: HAL HEINER

Title: SECRETARY

Jefferson Community & Technical College

By: [Signature] Date

Printed Name: Dr. Ty J. Handy

Title: President

Terri B. Dettley My commission
Terri B. Dettley expires
Notary Public, State at Large
Kentucky 8-9-2020

Kentucky Community & Technical College System

By: [Signature] Date 8/30/17

Printed Name: Jay K. Box, Ed.D.

Title: KCTCS President

Cynthia Ackley
CYNTHIA ACKLEY
NOTARY PUBLIC STATE AT LARGE
COMMISSION EXPIRES: 8/19/2019
540298

Office of the President

August 29, 2017

Bullitt County

505 Buffalo Run Road
Shepherdsville, KY 40165
Telephone: (502) 213-4151

Carrollton Campus

324 Main Street
Carrollton, KY 41008
Telephone: (502) 732-4846

Downtown Campus

109 E. Broadway
Louisville, KY 40202
Telephone: (502) 213-5333

Jefferson Technical Campus

727 W. Chestnut Street
Louisville, KY 40203
Telephone: (502) 213-5333

Shelby County Campus

1361 Frankfort Road
Shelbyville, KY 40065
Telephone: (502) 633-5524

Southwest Campus

1000 Community College Drive
Louisville, KY 40272
Telephone: (502) 213-5333

Rebecca Blessing
Education and Workforce Development
Commonwealth of Kentucky
300 Sower Boulevard, Fourth Floor
Frankfort, Kentucky 40601

Dear Ms. Blessing:

In accord with our previous communication, Jefferson Community and Technical College (JCTC) is prepared to confirm the requisite \$4.2 million in external funds is committed to the Advanced Manufacturing and Information Technology (AMIT) Center project. We believe that this satisfies the terms set by the Education and Workforce Development Cabinet to allow the release of the \$15.2 million Work Ready Skills grant that will bring the project to life. We sincerely appreciate the effort and support that we have received from you and the Cabinet.

JCTC is hereby providing confirmation of the firm commitments of the following to the project:

\$3,000,000 – James Graham Brown Foundation Grant – payable over three years
\$1,000,000 – Anonymous Donor – payable over four years
\$ 800,000 – Committed external "grant" funding – paid to college over three years
\$ 300,000 – Gheens Foundation Grant – payable over two years
\$ 300,000 – City of Louisville – payable over three years

\$5,400,000 – Toward the required \$5,041,386.

With this commitment we respectfully request that the funds awarded through the Work Ready Skills grant process be released in the mutually agreed upon draw process, and that authorization to begin construction of the AMIT Center be given as soon as possible. With your prompt authorization, we look forward to having the chance to celebrate a new tool in the Commonwealth's Workforce Development toolbox opening in the fall of 2019. JCTC looks forward to hearing from you, soon!

Thanks for your efforts.

Sincerely,

Dr. Ty J. Handy
President

Jefferson

Community & Technical College
HIGHER EDUCATION BEGINS HERE

KENTUCKY COMMUNITY & TECHNICAL COLLEGE SYSTEM



JAMES GRAHAM
BROWN
FOUNDATION

August 29, 2017

5351 Brownsboro Rd., Suite 200
Louisville, KY 40207

606.696.1230
www.jgbf.org

Dr. Ty J. Handy
President
Jefferson Community & Technical College
109 E. Broadway
Louisville, KY 40202

Dear Dr. Handy,

At the Board of Trustees meeting of the James Graham Brown Foundation, Inc., held August 15, 2017, careful consideration was given to your request for a grant for the Advanced Manufacturing & Information Technology Center.

I am pleased to report that a grant in the amount of \$3,000,000.00 has been approved of up to \$1,000,000.00 per year for three years, for the purposes detailed in your application dated May 9, 2017. The funds will be released over the three year period based on the agreed upon terms of the grant.

The Foundation's Conditions of Grant form, requiring your attention before we can issue payment of the grant will be sent under separate cover. It will include the detailed terms of the grant, and the metrics we would like to monitor through a specified reporting schedule.

If you have any questions, please call us at the Foundation office.

Sincerely,

Mason B. Rummel
President and CEO

cc: Carla Dearing



109 East Broadway • Louisville, Kentucky 40202

Gift Agreement

August 24, 2017

Jefferson Community & Technical College Foundation, Inc. and Henry V. Heuser, Jr.

Jefferson Community & Technical College (JCTC) Foundation, Inc. (Foundation) gratefully acknowledges Henry V. Heuser, Jr.'s (Donor) pledge for \$1,000,000.00 to the JCTC Advanced Manufacturing and Information Technology (AMIT) Center Initiative. Donor's pledge is to be paid in four installments of \$250,000.00 in each of 2017, 2018, 2019, and 2020, through the Donor's Endowment Fund, at the Community Foundation of Louisville. The first three payments are tied to milestones within the planning and construction of the facility: 2017 payment tied to release of state funding for project; 2018 payment tied to groundbreaking on project; 2019 payment tied to completion of construction phase of project. Notification of the milestone will be provided by Foundation to Donor. Donor may make payments early, at Donor's discretion.

Pledge payments will be made payable to: "JCTC Foundation, Inc." Pledge payments will be remitted to: JCTC Foundation, 109 East Broadway, Louisville, KY 40202.

JCTC will provide recognition to Donor, in a manner mutually agreed upon, within the AMIT Center Initiative. This recognition can be "no recognition" at the Donor's behest. The Foundation will work with Donor as the project moves forward on recognition options. Donor will make that decision prior to December 31, 2018.

Funding from this pledge will be for the JCTC AMIT Center Initiative. Funds will be used to bring the Initiative to fruition and support the Initiative to meet the needs of the community that JCTC serves.

Donor

JCTC Foundation, Inc.

Henry V. Heuser, Jr.
First Jefferson Centre
222 S 1st Street, Suite 500
Louisville, Kentucky 40202
(502) 238-8267

8/24/17

Don Schieman, Executive Director 8/24/17
109 East Broadway
Louisville, Kentucky 40202
Phone: (502) 213-2451

Bullitt County Campus
505 Buffalo Run Road
Shepherdsville, KY 40165
Telephone: (502) 213 4151

June 28, 2017

Carrollton Campus
324 Main Street
Carrollton, KY 41008
Telephone: (502) 732 4846

Downtown Campus
109 E. Broadway
Louisville, KY 40202
Telephone: (502) 213 5333

Jefferson Technical Campus
727 W. Chestnut Street
Louisville, KY 40203
Telephone: (502) 213 5333

Shelby County Campus
1361 Frankfort Road
Shelbyville, KY 40065
Telephone: (502) 633 5521

Southwest Campus
1000 Community College Drive
Louisville, KY 40272
Telephone: (502) 213 5333

Dr. Ty J. Handy, President
Jefferson Community and Technical College
109 East Broadway
Louisville, KY 40202

RE: Grant funding for the AMIT Building Project

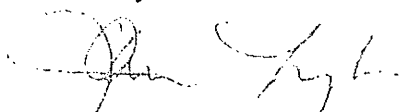
Dear Dr. Handy,

As you are aware, the Office of Grants and Contracts has worked to secure funding that will support the college's efforts to develop, construct and occupy the new Advanced Manufacturing and Information Technology building and the renovation of Building B on the Technical Campus. We are excited about this important opportunity and what it means for our students both now and in the future. Adequate instructional space and equipment is an essential part of the academic experience for dual credit and early college high school students to adult learners and incumbent workers.

Please be advised that we have secured external grant funding to support the AMIT project at a level of at least \$200,000 per year for the next four years in addition to the \$328,000 spent this year. This funding will be earmarked for eligible elements of the project that will be for direct student use. State of the art equipment, faculty that are up to date on industry standards as well as emerging trends and dynamics of the workplace are all essential as we move forward in this important endeavor. Of course, my office will continue to pursue external funding to support the project from multiple funding sources and we look forward to securing additional funding to support the project.

Thank you for the opportunity to participate in AMIT building project and do not hesitate to reach out to me should you require additional information.

Sincerely,



Joanna Lynch, Director
Office of Grants and Contracts



THE GHEENS FOUNDATION
INC.

401 WEST MAIN STREET, SUITE 705
LOUISVILLE, KENTUCKY 40202
(502) 584-4650 FAX (502) 584-4652
WWW.GHEENSFOUNDATION.ORG

August 24, 2017

Mr. Don Schieman, Executive Director
Jefferson Community and Technical College Foundation, Inc.
109 East Broadway
Louisville, KY 40202

Re: JCTC Advanced Manufacturing & Information Technology Center

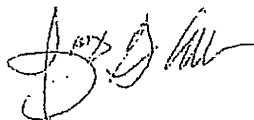
Dear Mr. Schieman:

I am pleased to provide this written confirmation that the trustees of the Gheens Foundation at their June board meeting approved a \$300,000 grant in support of the AMIT Center initiative.

The initial distribution in the amount of \$150,000 was made June 30, 2017. The final distribution in the amount of \$150,000 is expected to be made in June, 2018.

We look forward to the completion of the Center and the multitude of benefits it will afford our community.

Very sincerely yours,



Barry G. Allen
President & Treasurer



OFFICE OF THE MAYOR
LOUISVILLE, KENTUCKY

GREG FISCHER
MAYOR

October 12, 2016

Dr. Ty Handy
President
Jefferson Community & Technical College
109 East Broadway
Louisville, KY 40202

Dear President Handy,

Please accept this correspondence as a Letter of Intent outlining the details of our discussions and agreement between Louisville/Jefferson County Metro Government ("Louisville Metro") and Jefferson Community & Technical College ("JCTC"). It is anticipated that this Letter of Intent shall be superseded by a more detailed Memorandum of Understanding between the parties, subject to Metro Council approval.

Louisville Metro is excited about JCTC's plans to construct and operate an Advanced Manufacturing and IT Center ("AMIT").

The AMIT will provide a much needed facility capable of handling flexible, high tech training needs in workforce education. Workforce education is a key component in Louisville Metro's economic development strategy. The AMIT will support Louisville's economic growth by providing the workforce we need to add new jobs in advanced manufacturing and information technology. Louisville Metro wishes to support JCTC's initiatives in connection with the AMIT.

As such, the parties agree as follows:

Obligations of Louisville Metro:

1. Louisville Metro will cooperate with and provide its support for JCTC's efforts to obtain state funding from the Kentucky Education and Workforce Development Cabinet's "Kentucky Work Ready Skills Initiative" for the construction and operation of the AMIT.

2. Beginning in 2017, and continuing for ten (10) years, Louisville Metro, conditioned upon the appropriation of sufficient funding by the Metro Council, will provide funding for JCTC (the "Louisville Payment") in the minimum amount of \$100,000 annually with such funding to increase up to \$300,000 annually dependent upon the number of graduates from JCTC's AMIT programs above the Baseline Amount, as more particularly described in paragraph 2, below. The Baseline Amount shall be established by mutual agreement between the Parties no later than January 1, 2017 and shall include the total prior calendar year graduates from existing JCTC advanced manufacturing and information technology degree and credential programs.
3. The Louisville Payment shall be as follows:

For the first three years of the Agreement (2017, 2018 and 2019), \$100,000 per year.

Beginning in 2020, if JCTC graduated 375 people above the Baseline Amount from the AMIT programs in the prior calendar year (the "First Benchmark"), then the Louisville Payment will be \$200,000. If JCTC failed to hit the First Benchmark in the prior calendar year, then the Louisville Payment will be \$100,000. Each year stands on its own with respect to the First Benchmark.

Beginning in 2024, if JCTC graduated 725 people above the Baseline Amount from the AMIT programs in the prior calendar year (the "Second Benchmark"), then the Louisville Payment will be \$300,000. If JCTC failed to hit the Second Benchmark in the prior calendar year, then the Louisville Payment will be \$200,000. Each year stands on its own with respect to the Second Benchmark.

The total amount expended under this Agreement shall not exceed \$2,000,000.


Obligations of JCTC:

1. JCTC shall seek state funding from the Kentucky Education and Workforce Development Cabinet's "Kentucky Work Ready Skills Initiative" for the construction and operation of the AMIT.
2. JCTC will construct and operate the AMIT.
3. JCTC will work to expand the programs associated with AMIT (the "AMIT programs") by such actions as partnering with local employers, Jefferson County Public Schools and workforce agencies, expanding the pipeline of high school and adult students, securing and refining job pathways, offering stackable credentials, and providing extra support to students to increase success rates.

4. No later than January 31 of each year, JCTC shall notify Louisville Metro, in writing, of the total number of people who graduated from the AMIT programs in the prior calendar year.

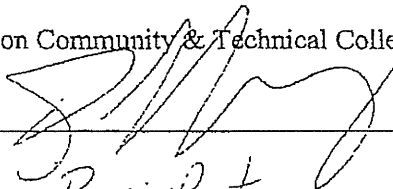
HAVE SEEN AND AGREED TO:

Louisville/Jefferson County Metro Government

By: 

Title: Mayor

Jefferson Community & Technical College

By: 

Title: President