

Grant Agreement

THIS AGREEMENT made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, acting by and through The Office of Resilience and Community Services** (hereinafter referred to as "Metro Government"), and **THE BOARD OF EDUCATION OF JEFFERSON COUNTY KENTUCKY; 1107 S 17TH ST.; LOUISVILLE, KENTUCKY, 40210** (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 (hereafter the "Work Program"); and

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

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

I. GRANTEE'S SERVICES AND RESPONSIBILITIES:

A. Grantee agrees to provide service under the terms of this Agreement and to implement and administer this operating expenditure in accordance with the Work Program and Budget attached hereto as Exhibit A. Any changes to the Work Program and Budget must be approved in advanced, in writing, by Metro Government. The Grantee's financial and progress reports will be reviewed by Metro Government on a quarterly basis for the purpose of ensuring that services provided are within the scope of this Agreement.

B. Grantee agrees to maintain, during the term of the contract, and retain not less than five years after completion thereof, complete and accurate records of all the Grantee's costs which are chargeable to Metro Government under this Agreement as well as all other

funding sources for the funded project known as **Neighborhood Place**; and Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own, Kentucky Auditor of Public Accounts or any public accounting firm selected by it. The records thus to be maintained and retained by the Grantee shall include (without limitation): (a) all payroll records accounting for total time distribution of Grantee's employees working full or part time on the Agreement (to permit tracing to payrolls and related tax returns) or those individuals contracted to provide services, as well as cancelled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases, receiving and issuing documents, and all the inventory records for Grantee's stores, stock or capital items; and (c) paid invoices and cancelled checks for materials purchased and for subcontractors; and (d) any other third party charges. In addition, Grantee will retain all records pertinent to this Project pertaining to participant records, statistical records, and supporting documents for the same period of time. Grantee will also conduct a client evaluation if Grantee provides Direct Client Services.

C. The Grantee must submit financial and progress reports in accordance with the following schedule: July 1 – September 30: Report due October 15, 2018;

October 1 – December 31: Report due January 15, 2019;

January 1 – March 30: Report due April 15, 2019;

April 1 – June 30: Report due July 15, 2019.

The financial reports shall account for all funds received and expended by the Grantee and shall include (without limitation) copies of cancelled checks, invoices, and receipts. In addition, grantees could be asked to provide documentation to support funding from other sources. All reports and correspondence shall be addressed to the **The Office of Resilience and Community Services, Attn: Tonia M. Phelps, 701 W Ormsby Ave. Suite 201, Louisville, Kentucky 40203.**

D. Failure to submit financial and progress reports on or before any required reporting date shall be deemed to be a default under Section VI of this Grant Agreement and Metro Government may enforce any of the remedies set forth therein against the Grantee. Further, the Grantee will be deemed ineligible to receive grant funding from Metro Government for a period of 5 years from July 1, 2019.

II. PAYMENTS:

A. The total amount of such compensation payable under this Agreement shall not exceed the sum of **EIGHTY-FOUR THOUSAND DOLLARS (\$84,000.00)** as set forth in Ordinance No 108, Series 2018, and cover expenditures as specified in the Work Program and Budget of the Grantee, and the attached **Cabinet for Health and Family Services Memorandum of Agreement**. Payments shall be made in accordance with procedures by Metro Government.

III. DURATION OF AGREEMENT:

A. This Agreement shall become effective as of the 1st day of July 2018 and shall terminate on the 30th day of June 2019. 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, 2019.

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

IV. ADDITIONAL COVENANTS AND REPRESENTATIONS OF GRANTEE:

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

entity, is qualified to do business in the 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 Grant Funds strictly in conformity with the Work Program and agrees not to materially deviate from the Work Program without the prior written agreement of Metro Government.

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

E. Grantee agrees that in the implementation and administration of the Project it shall not discriminate on the basis of race, color, national origin, age, religion, marital or parental status, political affiliations or beliefs, sex, sexual orientation, gender identity, gender expression, veteran status, genetic information, or disability.

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

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

H. Grantee agrees to publicly acknowledge that Louisville/Jefferson County Metro Government has provided partial funding for the project. Grantees receiving \$100,000 or more from all Metro Government sources are required to include Metro Government approved logos on all Grantee publications.

I. Grantee agrees to participate in Community Services' strategy of integrating holistic household care which includes but not limited to education, employment, housing, and financial empowerment services and/or resources into their services delivery model, as appropriate. Participation may be demonstrated by making referral, partnering with agencies to increase access to services and resources, or through direct service provision.

V. HOLD HARMLESS:

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

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

VII. REMEDIES OF METRO GOVERNMENT UPON EVENTS OF DEFAULT:

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

- A.** Immediately terminate or suspend the Grant, by written notice, after which Metro Government shall be under no obligation to advance any undisbursed Grant Funds to the Grantee.
- B.** Commence an appropriate legal or equitable action to enforce the Grantee's performance of the terms, covenants and conditions of this Agreement or the Work Program.

C. Declare all Grant Funds previously disbursed to the Grantee to be immediately due and payable in full, without any presentment, demand or notice of any kind, all of which are hereby waived by the Grantee.

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

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

VIII. EMPLOYER/EMPLOYEE RELATIONSHIP

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

IX. GOVERNING LAW

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

X. ENTIRE AGREEMENT

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

WITNESS the agreement of the parties hereto as attested by their signatures affixed hereon, this

_____ day of _____, 2018.

APPROVED:

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT**
Office of Resilience and
Community Services

By: _____
(Print Name)

Title: _____

Signature: _____

Date: _____

APPROVED:

GRANTEE:
**The Board of Education of Jefferson
County, Kentucky**

By: _____
(Print Name)

Title: _____

Signature: _____

Date: _____

Approved as to Form:

JEFFERSON COUNTY ATTORNEY

By: Sarah Stewart Ashburn
(Print Name)

Title: Assistant County Attorney

Signature: [Signature]

Date: 8-27-18

**WORK PROGRAM AND BUDGET
EXHIBIT "A" - ATTACHMENT 8
LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT
OFFICE OF RESILIENCE AND COMMUNITY SERVICES**

**BUDGET
LINE ITEM BUDGET**

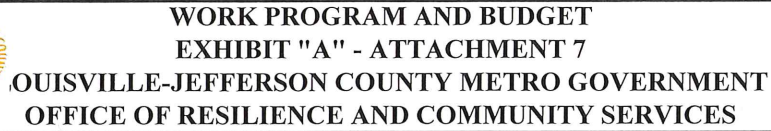
Please follow these instructions when completing your proposed budget: Any line item expense not explicitly listed needs prior approval from LMCS staff. For fringe benefits, please list the total \$ amount and check the boxes of the benefits that are included in that amount at the bottom of this page.

Provide a line item budget as follows:

<u>Expense Category</u>	<u>Grant Funds</u>	<u>Match</u>	<u>Total</u>
Paid Personnel	\$ 5,500		\$ 5,500
*Fringe Benefits	\$ 500		\$ 500
Transportation and Travel (Local and Out of State Travel)	\$ 12,000		\$ 12,000
Rent (Neighborhood Place Annual Day October 11, 2018 - Professional Development Expenses at Crowne Plaza)	\$ 7,000		\$ 7,000
Direct client assistance (Rent, Utilities, or other cost outlined)			\$ -
Utilities			\$ -
Phone (Cell Phones only for service delivery)	\$ 3,100		\$ 3,100
Program Materials (Printing and Copying)	\$ 2,000		\$ 2,000
Office Supplies	\$ 15,000		\$ 15,000
Equipment (photocopiers, printers, computers, projector, scanner, etc.)	\$ 5,000		\$ 5,000
Building Renovations and furnishing	\$ 32,150		\$ 32,150
Insurance (Auto)	\$ 1,000		\$ 1,000
Vehical Maintenance	\$ 750		\$ 750
TOTAL	\$ 84,000	\$ -	\$ 84,000

B. Detail of In-Kind/Matching Contributions: Includes anything not bought with cash revenues by the agency for this PROGRAM, not the agency as a whole. (Volunteers, Space, Utilities etc.) If you are listing other grants as a match, please list the funding source as the donor, the \$ amount as the value of contribution and "grant" as the method of valuation. If you are listing a cash match, label the Type of Contribution "cash" and the method of valuation "cash." Attach another page if necessary.

<u>Donor*/Type of Contribution</u>	<u>Value of</u>	
Total Value of In-Kind		
*Please "X" the boxes of the benefits included in this dollar amount.		
Health Insurance		Long-term
		Workmen's
Dental Insurance		Compensati



Provide a list of staff and estimated budget amounts to be allocated to this program. Please include salaried costs without benefits. This is an estimation and changes will be permitted without a revision or amendment, but the TOTAL amount allocated for salaries in the line-item budget cannot be exceeded.

<u>Position Title</u>	<u>Estimated Percentage of Total Time Worked on Grant Activities</u>	<u>Annual Salary</u>	<u>Budgeted Amount</u>
Secretary - Part-time	100%	\$ 6,000.00	\$ 6,000.00
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
TOTAL		\$	6,000.00



WORK PROGRAM AND BUDGET
EXHIBIT "A" - ATTACHMENT 1
LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT
OFFICE OF RESILIENCE AND COMMUNITY SERVICES

Grantee Name	The Board of Education of Jefferson County Kentucky		
Program / Project Name:	Neighborhood Place		
Period Beginning	7/1/2018	Period Ending	6/30/2019
Program / Project Funding Amount	\$84,000		

LOUISVILLE METRO PROGRAM MANAGEMENT

Metro Government Division	Resilience and Community Services
Metro Government Program Manager	Andrew Bates
Program Manager Phone Number	(502) 574-8019
Program Manager Email	Andrew.Bates@louisvilleky.gov
Program Manager Address	701 W. Ormsby, Suite 201, Louisville, KY 40203

Information provided in this Work Program and Budget must be approved by the Louisville Metro Program Manager. Information provided here will be incorporated into the scheduled program reports and subject to any and all monitoring activities conducted. Return this via email to the Office of Resilience and Community Services.

GRANTEE PROGRAM CONTACT

This is the person responsible for day to day activities of the program

Name	Ben Langley	Title	Specialist
Phone Number	502-485-3926	Fax	
Email	ben.langley@jefferson.kyschools.us		

GRANTEE REPORTING CONTACT

This is the person responsible for submitting program reports and entering data into HMIS

Name	John Sewsanker	Title	Accounting Clerk
Phone Number	502-485-3956	Fax	
Email	erica.white@jefferson.kyschools.us		

GRANTEE PAYMENT CONTACT

Name	J. Cordelia Hardin	Title	CFO-Treasurer
Phone Number	502-485-3353	Fax	
Email	cordelia.hardin@jefferson.kyschools.us		

This program is funded in whole or in part by the Kentucky Cabinet of Health and Family Services (CHFS) and the U.S. Department of Health and Human Services (HHS). Metro Government and the Grantee must comply with all laws, regulations, and CHFS and HHS procedures pertaining to this funding source.



**WORK PROGRAM AND BUDGET
EXHIBIT "A" - ATTACHMENT 2
LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT
OFFICE OF RESILIENCE AND COMMUNITY SERVICES**

**WORK PROGRAM
CERTIFICATIONS**

I certify and agree that I will administer and implement the project in accordance with the terms and conditions set forth in the Agreement, dated _____, 2018, between Louisville/Jefferson County Metro Government and the Board of Education of Jefferson County, Kentucky for the program titled Neighborhood Place AND that I have read the regulations and certifications included in this document and in OMB circulars 2 CFR 200 and CHFS Memorandum of Understanding Document PON2 736 1600001996 1 and I understand the state and Federal requirements set forth therein.

(signed)		
	(Outside Agency Project Manager)	(Date)
(Approved)		
	(Outside Agency Director)	(Date)

APPROVED:	
Louisville Metro Office of Resilience and Community Services	(Date)



EXHIBIT "A" - ATTACHMENT 3
LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT
OFFICE OF RESILIENCE AND COMMUNITY SERVICES

WORK PROGRAM

Grant Requirements

Reporting: Requests for payment are due quarterly on the dates set forth by the Louisville Metro Program Manager at the beginning of the grant year. Quarterly progress reports are also due at that time - on or by the 15th day of the months September, January, April, and July by email to metrocompliance@louisvilleky.gov.

Training and Technical Assistance: Grant recipients are required to actively participate in and request when needed, training and technical assistance. Requests are to be made to the Louisville Metro Program Manager. This training and technical assistance includes but is not limited to: reviewing webinars and guidance published by CHFS or HHS related to the changes to regulations and attending mandatory trainings and events set by the Louisville Metro Program Manager. A paper copy of the regulations are available by request.

Written Standards: The Board of Education of Jefferson County, Kentucky must adhere to policies and procedures as outlined in the Kentucky Cabinet of Health and Family Services Memorandum of Understanding (Doc ID No.: PON2 736 1600001996 1).

SIGNATURES

(signed)		
	(Outside Agency Project Manager)	(Date)

(Approved)		
	(Outside Agency Director)	(Date)

APPROVED:

Louisville Metro Office of Resilience and Community Services	
--	--

	(Date)
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WORK PROGRAM AND BUDGET

EXHIBIT "A" - ATTACHMENT 4

LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT OFFICE OF RESILIENCE AND COMMUNITY SERVICES

WORK PROGRAM

PROGRAM DESCRIPTION

Program Goals (# of persons/households to be served by activities):

community-based, one-stop service centers. The goal of Neighborhood Place is to provide blended and accessible health, education
In the space provided, supply a complete description of the program, including what services are to be performed, where they are
to be performed (describe the location of the program, specify the geographical area in which services will be provided), for whom
they are to be performed and how they are to be performed. Also, include a description of general administration services to be
performed in support of the program.

Louisville/Jefferson County Metro Government shall participate in the collaborative community effort known as Neighborhood Place with the goal of
increasing the efficiency and accessibility of services that support the community, families, and individuals in moving toward self-sufficiency. Office space
will be provided for Department of Community Based Services (DCBS) staff.

This agreement:

1. Provides office space for up to 202.1, full-time equivalency (FTE) DCBS staff among the following Neighborhood Places(NP): Ujima (28 staff), 1st
Neighborhood Place (33 staff), Charmoli Center NP (19 staff), Bridges of Hope Algonquin (12 staff), South Jefferson Fairdale and Valley Satellite (23
staff), Cane Run (27 staff), NW (23.1 staff; 10% of supervisor time), and South Central (37 staff);
2. Provides support services for the staff above including: telephones, utilities, office/building maintenance, and janitorial services;
3. Assures that space and facility supply needs (i.e. toilet paper, trash bags, hand towels) of staff at each location;
4. Provides on-site operational administrator for staff;
5. Directs operations in a manner that support quality, effectiveness, and efficiency;
6. Maintains records sufficiently to identify the results of the services provided;
7. Facilitates coordination between service providers and mediates conflicts between Neighborhood Place participants about office space issues;
8. Ensures that the programmatic policies of agencies.

Work Program and Budget
Exhibit "A" - Attachment 5
OFFICE OF RESILIENCE AND COMMUNITY SERVICES
WORK PROGRAM AND BUDGET

WORK PROGRAM																			
ADDITIONAL REQUIREMENTS																			
<u>SPECIAL REQUIREMENTS FOR OUTSIDE AGENCIES</u>																			
<p>Approval and Submission of Documents.</p> <p>Outside Agencies, indicate when the following documents were approved for or by your agency and submit one current copy to Program Management:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Procurement Procedures Approved by Program Management</td> <td style="width: 50%; text-align: center;">_____</td> </tr> <tr> <td>Incorporation Papers</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Tax exempt status from IRS</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Affirmative Action Plan</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Drug-free workplace employee notification</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Latest list of officers and board members of organization is attached.</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Personnel Policies and Procedures (required only if salaries are funded)</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Latest Audit</td> <td style="text-align: center;">_____</td> </tr> <tr> <td>Agency Fiscal Year ends</td> <td style="text-align: center;">_____</td> </tr> </table>		Procurement Procedures Approved by Program Management	_____	Incorporation Papers	_____	Tax exempt status from IRS	_____	Affirmative Action Plan	_____	Drug-free workplace employee notification	_____	Latest list of officers and board members of organization is attached.	_____	Personnel Policies and Procedures (required only if salaries are funded)	_____	Latest Audit	_____	Agency Fiscal Year ends	_____
Procurement Procedures Approved by Program Management	_____																		
Incorporation Papers	_____																		
Tax exempt status from IRS	_____																		
Affirmative Action Plan	_____																		
Drug-free workplace employee notification	_____																		
Latest list of officers and board members of organization is attached.	_____																		
Personnel Policies and Procedures (required only if salaries are funded)	_____																		
Latest Audit	_____																		
Agency Fiscal Year ends	_____																		

Work Program and Budget

Exhibit "A" - Attachment 6

OFFICE OF RESILIENCE AND COMMUNITY SERVICES

WORK PROGRAM

AUDIT REQUIREMENTS

THE FOLLOWING AUDIT REQUIREMENTS MUST BE MET

- A. An independent audit of the agency's financial records must be made each fiscal year, in accordance with the Single Audit Act of 1984 and Omniscircular 2 FR 200, if the agency expends a total of \$750,000 or more in combined Federal funds for any fiscal year in which it receives funds under this agreement. Such audit will be submitted to the Louisville/Jefferson County Metro Government, c/o Compliance and Administration, Louisville Metro Office of Resilience and Community Services, 701 W. Ormsby, Suite 201, Louisville, KY 40203, within three months after the ending date of the agency's fiscal year. If for any reason the agency is unable to submit the audit by that deadline, a request for an extension of the stipulated deadline must be submitted. Failure to do so will be in violation of the contract and will result in the agency being ineligible for compensation under this agreement until the violation is rectified.
- B. If the agency does not expend \$750,000 or more in combined Federal Funds for any fiscal year in which it receives funds under this agreement it may be exempted from a single audit by sending a letter prepared by their accounting firm either listing all Federal Funds received during the Agency's fiscal year or a disclaimer stating the agency did not expend \$750,000 or more during the fiscal year. This must be submitted to the Program Management Division within three months of the ending date of the Agency's fiscal year.