



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 needs funds to carry out the **FY19 & 20 DCBS- Lou/Jeff Co Metro Govt Office Space PPATS C1227** activities outlined in the Work Program and Budget attached hereto as Exhibit A and incorporated herein by reference (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 services under the terms of this Agreement and to implement and administer the **Neighborhood Place Office Space** project, including expenditures in accordance with the Work Program. Any changes to the Work Program must be approved in advance, in writing, by Metro Government. The Grantee's work will be reviewed by Metro Government from time to time for the purpose of ensuring that services provided are within the scope of this Agreement.

B. Grantee agrees to maintain all documents, records of accounts, and financial records, and to submit such financial reports as are required by Metro Government to assure a proper accounting of all funds, consistent with the requirements of 2 CFR Part 200, and the Cabinet for Health and Family Services Office of Administrative and Technology Services Division of Procurement and Grant Oversight on behalf of the Department for Community Based Services Division of Administration and Financial Management. Grantee agrees to maintain during the term of the contract, and retain not less than three years after submission of the final expenditure report, or for federal and state awards that are renewed quarterly or annually, from the date of submission of the quarterly or annual financial report, 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 projects described in the Work Program and Budget, and Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or any public accounting firm selected by it. The records thus to be maintained and retained by the Grantee shall include (without limitation): (a) all payroll records accounting for total time distribution of Grantee's employees working full or part time on the Agreement (to permit tracing to payrolls and related tax returns) or those individuals contracted to provide services, as well as cancelled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases, receiving and issuing documents, and all the inventory records for Grantee's stores, stock or capital items; and (c) paid invoices and cancelled checks for materials purchased and for subcontractors; and any other third party charges. Additionally and in accordance with the federal and state, Grantee shall report and retain all records pertinent to this Project, in a form prescribed by Louisville Metro that includes but is not limited to participant records, statistical records, actions taken to affirmatively further

fair housing, and other actions as indicated in the strategic plan and the action plan for the same period of time. Grantee will also conduct a client evaluation if Grantee provides Direct Client Services.

C. Grantee agrees to submit financial and progress reports as are required by Metro Government and in accordance with the following:

1. Financial Reports (Reimbursement Requests): The financial reports shall account for all funds received and expended by the Grantee, including funding from other sources.

Requests for financial reimbursement shall be provided to Metro Government by the 10th business day of the following month.

a. i.e. Grantee must submit a reimbursement request for August by the tenth business day of September.

b. **The final reimbursement request follows a different schedule. Grantee's final request for the grant period must be submitted no later than end of business on July 22nd, 2020.**

Failure to submit financial reports on or before any required reporting date without prior notice shall be deemed to be a default under Section VII 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.

D. Grantee shall register with the System of Award Management (SAM) and obtain a unique identifier number as required by 2 CFR Part 25.

E. Grantees must comply with the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act P.L.109-282, as amended by section 6202(a) of P.L. 110-252).

F. As a recipient of federal and state funds, Grantee acknowledges its obligations relative to the funds provided under this Agreement pursuant to the 2 CFR Part 200 as applicable under federal, state and local laws, as applicable to Grantee under federal, state and local laws, including:

1. Standards for financial management systems: Grantee shall comply with the requirements of 2 CFR Part 200 Sections 302, 303, 333, and 336, 20, including, but not limited to:
 1. Financial Reporting;
 2. Accounting records;
 3. Internal control over cash, real and personal property, and other assets;
 4. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
 5. Allowable costs;
 6. Retention Requirements;
 7. Records Access;
 8. Source documentation; and
 9. Cash management.

G. The following Audit Requirements must be met:

1. 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 2 CFR Part 200 Section 501, 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 Louisville Metro Finance, c/o Grants Management Division, 611 W. Jefferson Street, Louisville, KY 40202, within nine 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 a violation of the contract and will result in the agency being ineligible for compensation under this agreement until the violation is rectified.

2. If the agency does not expend \$750,000 or more in combined Federal funds for any fiscal year in which it received 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 Grants Management Division of Louisville Metro Finance within nine months of the ending date of the Agency's fiscal year.

H. Grantee shall comply with the federal requirements in 2 CFR Part 200, and the Cabinet for Health and Family Services Office of Administrative and Technology Services Division of Procurement and Grant Oversight, as applicable.

I. The federal and state regulations applicable to the Metro Government and Grantee under this Agreement require the Metro Government to ensure that Grantee is aware of requirements imposed on the Grantee by Federal and State statutes and regulations. Metro Government recommends that Grantee refer to 2 CFR Part 200, the Cabinet for Health and Family Services Office of Administrative and Technology Services Division of Procurement and Grant Oversight, as applicable.

J. Grantee agrees to attend trainings as required by Metro Government. Additionally, Grantee agrees to attend quarterly subrecipient meetings. All quarterly meetings will be from 1pm to 3pm and held in the first-floor conference room at 701 W. Ormsby Avenue, Louisville KY, 40203. The meetings will be held on the following dates:

1. Quarter 1: September 10th, 2019

2. Quarter 2: December 3rd, 2019

3. Quarter 3: March 3rd, 2020

4. Quarter 4: June 2nd, 2020

II. DURATION OF AGREEMENT:

A. This Agreement shall become effective as of the 1st day of July 2019 and shall terminate on the 30th day of June 2020.

B. This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate.

III. ADDITIONAL COVENANTS AND REPRESENTATIONS OF GRANTEE:

A. Grantee covenants that it has all necessary power, capacity and authority to execute and deliver this Agreement and to provide the services contemplated by this Agreement and the Work Program. Grantee further covenants that it is a duly organized and validly existing entity, is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Grant Agreement, and that the person signing on behalf of Grantee is authorized to do so.

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

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

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

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

F. If the Grantee is to provide housing with assistance under this Agreement, then Sub-Grantee shall be subject to Executive Order 11063, requiring that all action necessary and appropriate be taken to prevent discrimination because of race, color, creed, or national origin in the sale, rental, leasing or other disposition of residential properties and related facilities or in the use or occupancy thereof, and to regulations issued pursuant thereto federal and state requirements. Failure of the Grantee to comply with the requirements of Executive Order 11063 or said regulations shall be a proper basis for the imposition of sanctions provided for in federal and state regulatory requirements.

G. 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.

H. 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.

I. Grantee agrees to publicly acknowledge that Louisville/Jefferson County Metro Government has provided partial funding for the project. All reports, maps, and other documents completed as part of this agreement shall carry the following notations (together with the date the document was prepared) on the front cover or title page:

"The preparation of this (report, map, document, etc.) was funded (in whole/in part) by the Louisville / Jefferson County Metro Government (through The Department for Community Based Services program, if applicable)."

A copy of such document shall be submitted to Metro Government the month completed.

All publicity received by the sub-grantee in relation to the project encompassed by this Agreement in any communication media (radio, television, internet, etc.) shall indicate the project is funded in whole or in part by the Louisville/Jefferson County Metro Government (through it's the Department for Community Based Services, or other grant program, if applicable)

J. Grantee agrees to participate in Community Services' strategy of integrating financial empowerment services and/or resources into their service delivery model, as appropriate.

Participation may be demonstrated by making referrals, partnering with other agencies to increase access to services and resources, or through direct service provision.

IV. 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

15/1/19
Approved by
Jason Faden
9/5/19

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.

V. PAYMENTS:

A. Metro Government shall pay the grantee on a reimbursement basis after the grantee provides a payment request with supporting documentation of costs such as payment receipts, payroll records and personnel activity reports, or other applicable records in accordance with 2 CFR Part 200 and Metro Government Finance Department policies. Payment requests to Metro Government shall be made on a monthly basis, at a minimum. The Department for Community Based Services Grant Funds are awarded by the State and approved in the Metro Government budget. 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. 081, Series 2019_. The Grant Funds may only be used to cover expenditures as specified in the Work Program of the Grantee. Such disbursements shall be made in accordance with procedures established by Metro Government. Failure to request payments of grant funds on a timely basis, that is at least monthly, may result in an event of default under this Agreement.

B. Metro Government has up to ninety (90) business days after the grant period has ended to process any outstanding expenditures for the prior grant period.

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.
- F.** Failure to request payment of grant funds in a timely manner, at least monthly, from Metro Government.

VII. REMEDIES OF METRO GOVERNMENT UPON EVENTS OF DEFAULT:

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

- A.** Immediately terminate or suspend the Grant, by written notice, after which

Metro Government shall be under no obligation to advance any undisbursed Grant Funds to the Grantee.

B. Commence an appropriate legal or equitable action to enforce the Grantee's performance of the terms, covenants and conditions of this Agreement or the Work Program.

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

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

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

VIII. EMPLOYER/EMPLOYEE RELATIONSHIP

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

IX. GOVERNING LAW

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

25 day of September, 2019.

APPROVED:

LOUISVILLE/JEFFERSON COUNTY

METRO GOVERNMENT
Louisville Metro Office of
Resilience and Community Services

By: Eric Friedlander
(Print Name)

Title: Director

Signature: [Signature]

Date: 8/6/19

APPROVED:

THE BOARD OF EDUCATION OF
JEFFERSON COUNTY KENTUCKY:

By: _____
(Print Name)

Title: _____

Signature: _____

Date: _____

Approved as to form: Jefferson County Attorney

Sarah Stewart Ashburner
Print Name

Sarah Stewart Ashburner
Signature

Assistant County Attorney
Title

7-31-19
Date