

3-10-21

**BOONE COUNTY EARLY CHILDHOOD FUND  
CAPITAL CONTRACT  
CY 2021**

This Agreement is made and entered into this 15<sup>th</sup> day of March, 2021 by and between the Boone County Early Childhood Fund herein after referred to as ("BCECF"), located at 2950 Washington Street, Burlington, Boone County, Kentucky 41005 and

Boone County Schools, herein after referred to as ("Service Provider") located at: 8330 US Highway 42, Florence, Kentucky 41042.

Whereas, BCECF has made available funds to support the preparation of Boone County children ages birth to Kindergarten for social, emotional, physical, and academic success and;

Whereas, the Service Provider is able to provide programs that support a child's growth and learning using developmentally appropriate practices through projects proposed in the CY 2021 Round Two Boone County Early Childhood Fund Grant Application ("Application") and BCECF has appropriated funds for said projects;

1. The Service Provider agrees to perform the following:
  - a. Utilize appropriated capital funds to support early childhood services by implementing the following approved Capital Project (s): NAEYC Membership and Playground Grant
  - b. BCECF allocations received exclusively for Boone County residents ages 0-5 years.
  - c. Perform Capital Projects as contained in the Service Provider's CY 2021 Round Two Application and submitted documents.
  - d. Submit Narrative Reports, or other documents as requested in a timely manner to the BCECF contact, Laura Pleiman, Boone County Human Services Department ("Department") Director at lpleiman@boonecountyky.org.
  - e. Provide the Department with a copy of the Service Provider's most current audited Financial Statements, Management Advisory Comment Letter, and IRS Form 990 for 501(c)(3) organizations when completed or filed.
  - f. Allow representatives of the Department to review all relevant records related to the service(s) provided.
  - g. Indemnify and hold harmless BCECF, the Boone County Kentucky Fiscal Court, its elected officials, employees and agents against any or all claims, suits, causes of action, damages or injuries which may result from actions taken or damage caused by the Service Provider, its employees and agents.
  - h. Retain records for at least five (5) years.
2. BCECF agrees to perform the following:
  - a. Reimburse Service Provider based upon completion of approved Capital Projects, after approval and acceptance of the Service Provider invoice by the Department and Boone County.
  - b. Provide technical assistance as necessary.
  - c. Monitor and evaluate the activities of the Service Provider as deemed appropriate.
3. The Service Provider's appropriation for the Capital Project(s) is for the period March 15, 2021 through December 31, 2021 in the amount stated below.

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4. The final invoice for approved Capital Project(s) provided during CY 2020 must be received by the Department no later than Tuesday, February 1, 2022. Failure to comply with this deadline may result in the refusal of BCECF to pay such request for reimbursement. If BCECF elects to pay the late invoice(s), BCECF reserves the right to assess a late fee which will be deducted from the amount requested.
5. BCECF reserves the right to recover its costs associated with reviewing and correcting invoices which contain significant billing errors extending over a period of months. In such cases, the Department's costs will be deducted from invoices after the Service Provider has been warned in writing that subsequent billing errors will result in this action.
6. This Agreement contains the entire Agreement between the parties and cannot be amended unless the amendment is in writing and signed by all parties.
7. Any party shall have the right to terminate this Agreement upon ten (10) days written notice sent by registered or certified mail to the other party at the address set forth above (provided the Capital Project(s) has not commenced).
8. The Service Provider's CY 2021 Round Two Application and The Boone County Fiscal Court MEI, ID, and AG Tax Funds Capital Projects Policies and Procedures dated December 2019, available on-line at the Department's web page, are incorporated by reference as if fully stated herein.

<u>Program(s)</u>	<u>Amount</u>
NAEYC Membership	\$1,590
Playground Grant	\$9,955

March 10, 2021

HAVE SEEN AND AGREED TO ON THE DATE FIRST WRITTEN ABOVE:

SERVICE PROVIDER

By: \_\_\_\_\_  
Name: Dr. Maria Brown  
Title: School Board Chairperson  
Date: 4/8/21

BCECF

By: Kevin Costello  
Kevin Costello  
BCECF Board of Directors  
Date: 3/10/21