



GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) made and entered into by and between **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, acting by and through its **Office of Social Services** (hereinafter referred to as “Metro Government”), and **JEFFERSON COUNTY PUBLIC SCHOOLS (JCPS)**, a Kentucky non-profit corporation, with an address of 3332 Newburg Road, Louisville, Kentucky 40218, (hereinafter referred to as “Grantee”):

WITNESSETH:

WHEREAS, the Grantee has been awarded funds to support **Neighborhood Place**, a network of community-based, one-stop service centers that improve the convenience and efficiency of services that support children and families (the “Project”) and;

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

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

I. GRANTEE'S SERVICES AND RESPONSIBILITIES:

A. Grantee agrees to implement and administer the Project in accordance with this Agreement. No amendment or modification of this Agreement shall be deemed effective unless and until executed in writing by the parties hereto. Metro Government reserves the right to terminate this agreement and rescind any unspent funds if proposed changes to the Project no longer align with the intended purpose of the award.

B. Grantee agrees to maintain during the term of this Agreement and retain not less than five (5) years after completion thereof, complete and accurate records of all Grantee’s costs which are chargeable to Metro Government under this Agreement, as well as all other funding

sources for the Project. 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 certified public accounting firm selected by Metro Government. The records thus to be maintained and retained by Grantee shall include (without limitation): (i) all payroll records accounting for total time distribution of Grantee's employees working full or part time on this 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; (ii) invoices for purchases, receiving and issuing documents, and all the inventory records for Grantee's stores, stock, or capital items; (iii) paid invoices and cancelled checks for materials purchased and for subcontractors; and (iv) any other third party charges. In addition, Grantee will retain all records pertinent to this Award pertaining to participant records, statistical records, and supporting documents for the same period.

C. If approved by the Grantee's Institutional Review Board, Grantee will participate in any data collection and evaluation projects coordinated by Metro Government, including the administration of validated client surveys and assessments.

D. Sustainability Plan: Grantee should develop and maintain a sustainability plan for Metro Government funded programs and operations. The sustainability plan shall be supported by relevant information that demonstrates program efficiencies and effectiveness, community advocacy, funding diversification, and partnerships that will play vital role in securing resources for the grantee's organization. Grantee understands that funding from Metro Government is not guaranteed and that they shall plan for sustainability of their programs and operations.

E. **Conflict of Interest:** Grantee must maintain a standard of conduct covering conflict of interest and governing the actions of its employees engaged in the selection of award, or administration of contracts. No employee, officer, or agent of the Grantee may participate in the selection, award, or administration of a contract supported by this grant award if he has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The Grantee acknowledges that a breach of conflict-of-interest requirements occurs if an employee, officer, or agency of the Grantee purchases goods or services from anyone in any of the relationships listed above even if a contract is not in place (e.g. small purchase, micro purchase). Metro Government will investigate any transactions that appear to violate the conflict-of-interest prohibitions. If a conflict of interest has occurred, Metro Government will not make payment to the Grantee for the cost. If payment has already been made, the Grantee will be responsible to repay upon request by Metro Government. If the conflict-of-interest violation was egregious, Metro Government may take other steps, such as contacting the Jefferson County Attorney's Office and/or terminating the Agreement. If a Grantee fails to maintain a conflict-of-interest policy, said Grantee may be in default according to the Metro Government conflict of interest policy.

II. PAYMENTS:

A. The total amount of compensation payable under this Agreement shall not exceed the sum of **EIGHTY-FOUR THOUSAND AND 00/100 DOLLARS (\$84,000.00) (the "Grant Funds")** as set forth in Ordinance No. 110, Series 2026, and covers expenditures associated with

carrying out the Project. Distribution shall be made in a lump sum payment within thirty (30) days of the execution of this Agreement.

B. Any unspent Grant Funds held by the Grantee at the termination of the Agreement shall be returned to Metro Government within fifteen (15) days of the termination date. If it is determined through Grantor's financial monitoring process that Grant Funds were not spent in accordance with the Grant Agreement, the Grantee shall be required to repay the misspent funds. The Grantor, through the awarding agency, will notify the Grantee of any repayment requirement and the Grantee shall have fifteen (15) days to return the funds.

III. DURATION OF AGREEMENT:

A. This Agreement shall become effective as of the **1st day of July 2026 and shall terminate on the 30th day of June 2027**. Any funds remaining unspent as of June 30, 2027, may be eligible for extension, contingent upon approval of carryforward authority by Metro Council ordinance. If carryforward is approved, the parties may execute an amendment to extend the Agreement term through June 30, 2028.

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

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. Grantee further covenants that it is a duly organized and validly existing entity, is qualified to do business in the Commonwealth of Kentucky, has full right, power and authority to enter into this Agreement, and that the person signing on behalf of Grantee is authorized to do so.

B. Grantee agrees to: (i) expend all grant funds; (ii) implement and administer the Grant to support Project activities; and (iii) not materially deviate from the Project scope without prior written authorization by Metro Government.

C. Grantee agrees to implement and administer the Grant in compliance with all applicable laws, regulations, and codes of the federal, state, and consolidated local governments.

D. Grantee agrees that in the implementation and administration of the Grant, Grantee 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, is a smoker or non-smoker, or because of the person's Veteran status, in compliance with Kentucky Revised Statute 344.040.

E. Grantee covenants that this Agreement, is in all respects the legal, valid, and binding obligation of the Grantee, and 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.

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

G. Grantee agrees to publicly acknowledge in informational and publicity materials that Metro Government has provided funding for the program and operations. Grantees receiving

\$100,000 or more from all Metro Government sources are required to include Metro Government approved logos on all Grantee publications.

V. HOLD HARMLESS:

To the extent permitted by law, Grantee shall indemnify, hold harmless, and defend Metro Government, its elected and appointed officials, employees, agents, successors in interest, agencies, departments, affiliates, and assigns 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: (i) 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 (ii) not caused by the negligent act or omission or willful misconduct of 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 Grant in conformity with this Agreement.
- C. Failure to provide in a timely manner financial and activity reports if requested by Metro Government, or to furnish 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 Grantee in this Agreement, 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 Project. 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 Grantee, may at any time exercise any one or more of the following rights and remedies:

A. Immediately terminate or suspend this Agreement, and any other agreement between Metro Government and Grantee, by written notice, after which Metro Government shall be under no obligation to advance any undisbursed grant funds to Grantee.

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

C. Declare all grant funds previously disbursed to Grantee to be due and payable in full within fifteen (15) days of notice to 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 this Agreement cause Grantee to be an officer, official, or agent of Metro Government.

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 11th day of November 2026.

[signatures to follow]

APPROVED

**LOUISVILLE/JEFFERSON COUNTY
METRO GOVERNMENT,
Office of Social Services**

By: Patricia Williams

Title: Director

Signed by:
Signature: Patricia Williams
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Date: 10/14/2026

Approved as to Form:

Michael J. O'Connell
Jefferson County Attorney

Natalie.Nerland

(Print Name)

Signed by:
Signature: Natalie.Nerland
Date: 10/15/2026
2026 F69E6CFBB340C...

Assistant Jefferson County Attorney
First Trust Centre
200 S. 5th Street, Suite 300N
Louisville, Kentucky 40202
502.574.6333

APPROVED

GRANTEE: JCPS

By: _____

Title: _____

Signature: _____

Date: _____