

**EXTERNAL AGENCY GRANT AGREEMENT**

**THIS AGREEMENT** made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT, acting by and through its Department of Public Works and Assets** (hereinafter referred to as "**Metro Government**"), and **Bridgeway Residents Association, Inc.**, 3404 Gatecreek Road, Louisville, KY 40272 (hereinafter referred to as "**Grantee**");

**WITNESSETH:**

**WHEREAS**, the Grantee is undertaking construction of the improvements necessary to remedy silt buildup in the Bridgeway retention basin located in Jefferson County, Kentucky, which project is referred to as the Bridgeway Retention Basin (hereafter referred to as the "Project") as specified and described in the Work Program and conceptual site master plan attached hereto as Exhibit "A"; and

**WHEREAS**, the Grantee is in need of funds to carry out the activities outlined in the attached Exhibit A; and

**WHEREAS**, Metro Government recognizes the importance of the Project for meeting the needs of its citizens and grants to Grantee **Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00)** in funds to aid in financing the Project;

**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 advance, 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 insuring 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 **Bridgeway Retention Basin**; 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.** Payment of awards for \$5,000.00 (Five Thousand Dollars) or less shall be made in one lump sum, subject to the availability of revenues. The Grantee must submit quarterly financial and progress reports in accordance with section I. F.

**D.** Payment of awards for \$5,001.00 (Five Thousand One Dollar) or more may be made in one lump sum, subject to the availability of revenues, if the approved expense is considered to be a one-time expenditure. Examples include an advance for a community event

or festival, a capital purchase of furniture or machinery and equipment, or a particular program such as Summer Employment. The Grantee must submit quarterly financial and progress reports in accordance with section I. F.

**E.** All other payment of awards for \$5,001.00 (Five Thousand One Dollar) or more shall be disbursed on a quarterly basis, subject to the availability of revenues. Expenditures are considered operating in nature if they are long term and ongoing, such as salaries, rents, utilities, supplies, telephone, in town travel and client services. In addition, Capital expenditures that are considered long term and ongoing such as construction projects shall be disbursed on a quarterly basis. The initial disbursement shall be made to the Grantee upon execution of this agreement. All subsequent disbursements to the initial payment are contingent upon compliance by the Grantee to submit all applicable financial and progress reports. The Grantee must submit quarterly financial and progress reports in accordance with section I. F.

**F.** The Grantee must submit financial and progress reports in accordance with the following schedule:

First Quarter, July 1 – September 30: Report due October 15<sup>th</sup>

Second Quarter, October 1 – December 31: Report due January 15<sup>th</sup>

Third Quarter, January 1 – March 31: Report due April 15<sup>th</sup>

Fourth Quarter, April 1 – June 30: Report due July 15<sup>th</sup>

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 **Metro Development Center, Suite 400, Attn: Maxwell Bradley, 444 South 5<sup>th</sup> Street, Louisville, KY 40202.**

**G.** 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 June 30, 2016.

**II. PAYMENTS:**

**A.** The total amount of such compensation payable under this Agreement shall not exceed the sum of **SEVEN THOUSAND FIVE HUNDRED DOLLARS AND NO/CENTS (\$7,500.00)** as set forth in Ordinance No. \_\_\_\_\_ Series 2015, and cover expenditures as specified in the Work Program of the Grantee. Payments shall be made in accordance with procedures established by Metro Government.

**III. DURATION OF AGREEMENT:**

**A.** This Agreement shall become effective as of the 1st day of July 2015 and shall terminate on the 30th day of June 2016. 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, 2016.

**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 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 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, is a smoker or non-smoker, or because of the person's Vietnam-era Veteran status.

**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.

**V. HOLD HARMLESS:**

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 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 \_\_\_\_ day of \_\_\_\_\_, 2015.

**APPROVED:**

**LOUISVILLE/JEFFERSON COUNTY  
METRO GOVERNMENT  
Department of Public Works and Assets**

**By:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**APPROVED:**

**GRANTEE:  
Bridgegate Residents Association,  
Inc.**

**By:** \_\_\_\_\_

(Print Name)

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**This Instrument Prepared by:**

Michael J. O'Connell  
Jefferson County Attorney

\_\_\_\_\_  
(Print Name)

**Signature:** \_\_\_\_\_

Assistant Jefferson County Attorney  
531 Court Place, Suite 900  
Louisville, Kentucky 40202  
(502) 574-2678

**Date:** \_\_\_\_\_

**EXHIBIT A  
WORK PROGRAM AND BUDGET**

**I. GRANTEE INFORMATION:**

- A. Name/Organization: Bridgegate Residents Association Inc.
- B. Address: 3404 Gatecreek Road
- C. Phone Number: (502) 724-8476

**II. PERSON RESPONSIBLE FOR BOOKKEEPING:**

- A. Name: Ronald J. Willen, Treasurer
- B. Address: **3404 Gatecreek Road**
- C. Phone Number: (502) 724-8476

**III. PERSON TO WHOM THE CHECKS WILL BE SENT:**

- A. Name: Ron J. Willen
- B. Address: **3404 Gatecreek Road, Louisville KY 40272**
- C. Phone Number: (502) 724-8476

**IV. STATE SPECIFIC ACTIVITY FOR WHICH FUNDS WILL BE USED:**

(List Measurable Outcomes which you will work toward in this program/project. Add another page if needed)

**The funds will be used for removal of silt build-up in the Bridgegate retention basin. The total cost for the project is \$26, 588.**

**V. LIST GOALS AND OBJECTIVES FOR THE OUTCOMES LISTED ABOVE:**

(Add another page if needed.)

Bridgegate Resident's Association, Inc. has entered a contract with Louisville Landscaping and Excavating, LLC through which the parties agreed that Louisville Landscaping and Excavating, LLC will work to de-water and remove the silt build-up in the Bridgegate retention basin as of September of this year. All work should be completed on or before 10/30/2015, weather permitting.

This project will allow better control of storm water runoff in Bridgegate subdivision as well as all communities downstream from the retention basic drain along south ditch due to the increased volume of storm water the retention basin will retain during heavy rain events.

**VI. BUDGET**

C. Office Supplies (including consumables)	\$	\$	\$	\$
D. Telephone	\$	\$	\$	\$
E. Travel: In Town	\$	\$	\$	\$
F. Client Assistance	\$	\$	\$	\$
G. Community Event or Festival (Please attach a detailed list of expenditures for event)			\$	-
H. Other Expenses (Please attach a list of these items and amounts)	\$	\$	\$	\$
<i>Capital Expenses:</i>				
I. One Time Expense (Purchase of Furniture or Machinery and Equipment)	\$	\$	\$	\$
J. Long Term and Ongoing (Construction Project)	\$14,088.46	\$7,500	\$	\$
K. Other Expenses (Please attach a list of these items and amounts)				
<b>TOTAL</b>	<b>\$14,088.46</b>	<b>\$7500*</b>	<b>\$</b>	<b>\$26,588.46</b>
		\$7500-MSD		

\*\*\*Metro total must match grant allocation.

**VII. DOCUMENTATION OF NON-PROFIT STATUS:**

A. Articles of Incorporation on file with Metro Government?

\_\_\_\_\_yes\_ \_\_\_\_\_

If not, please attach Articles of Incorporation to this agreement

B. Letter of 501(c)(3) determination, letter of advanced determination, or letters of affirmation from IRS.

If the answer is No, and the corporation's annual gross receipts are less than \$25,000.00, please attach a copy of the corporation's most recent financial statement, signed by the appropriate corporate officer.

**VIII. RELATIONSHIP DISCLOSURE**

List below any relationship you or any member of your board of directors or employees has with any Metro Council Member, Council Member's family, Council Member's staff or any Metro Government employee:

\_\_\_\_\_ none \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IX. CERTIFIED ANNUAL AUDIT**

Does corporation have a certified audit performed each year?

\_\_\_no\_\_\_ \_\_\_\_\_

\_\_\_\_\_ \_\_\_\_\_

