

**CHILDCARE FACILITY REPAIRS
AGREEMENT**

THIS AGREEMENT is entered by and between the Commonwealth of Kentucky, Cabinet for Health and Family Services, Department for Community Based Services, Division of Child Care (hereinafter "Cabinet"), and

(hereinafter "Provider"), whose principal place of business is located at _____.

(hereinafter collectively "the Parties").

WHEREAS, on March 6, 2020, Governor Andy Beshear declared a state of emergency in Kentucky due to the Covid-19 pandemic; and

WHEREAS, the United States Congress passed the American Rescue Plan Act, 2021 to provide economic relief to the states and other entities adversely affected by the pandemic; and

WHEREAS, the Commonwealth of Kentucky has received funding under the Act to provide Start Up Grants to assist in increasing the capacity of childcare services in Kentucky; and

WHEREAS, Provider is a licensed, certified, or registered childcare provider currently providing childcare for children of their community

NOW THEREFORE, in consideration of the mutual covenants and representations contained herein, the Parties agree as follows:

1. The Cabinet shall make a one-time grant to Provider in the amount of \$ 10,000.00 in order to pay facility repair fees of Playground play structure. Any use of these funds for any purpose other than being used to pay for repairs to a child care facility will be a breach of this agreement.
2. Provider agrees that the payments referenced herein are grants and that it is not entitled to any additional sums.
3. The provider agrees that they are a licensed or certified provider that is good standing and is currently open for business and providing services to children.
4. The Provider agrees to stay open and regulated for twelve (12) months and provide services to children.
5. The Provider agrees to keep all receipts on file for two (2) calendar years in the event of an audit.
6. If the Provider elects not to receive or use any portion of the payments, the Provider shall document and mail this decision to the DCC.
7. In the event the Provider closes or ceases to operate, the Provider shall return any unused funds to the Cabinet.
8. The Provider agrees to use all payments in accordance with this Agreement. The Provider agrees that if the Cabinet determines that any portion of the payments has not been used in accordance with this Agreement, that any amount identified is an overpayment and shall be returned to the

Cabinet.

9. The Provider acknowledges that all payments are conditioned upon the availability of federal funds.
10. The Provider agrees to indemnify and hold harmless the Cabinet from any claim, demand, or cause of action by any person or entity asserting an interest in or entitlement to the payments made hereunder. This indemnification obligation shall extend to costs, expenses, and attorney's fees expended by the Cabinet in connection with such claims.
11. This Agreement represents the entire understanding of the Parties, and the Parties acknowledge that there are no promises, terms, conditions, obligations, or commitments other than those contained herein. This Agreement supersedes all previous or contemporaneous communications, representations, or agreements of the Parties, whether verbal or written. The Provider acknowledges that it has not been induced to execute this Agreement by any promise, threat, representation, or other communication from any source not expressly stated herein.
12. This Agreement shall be binding upon the Parties, their Affiliates, successors, and assigns.
13. A waiver of any of the terms of this Agreement shall not be valid unless in writing and signed by an authorized representative of the waiving Party.
14. This Agreement may only be modified by a writing signed by authorized representatives of all Parties.
15. This Agreement shall be construed and enforced in accordance with the laws and regulations of the Commonwealth of Kentucky. The Parties agree that the exclusive jurisdiction and venue for any action at law, suit in equity, or other judicial proceeding for the enforcement hereof shall be in the Franklin County Circuit Court, Frankfort, Kentucky. The Parties agree that this Agreement shall be construed according to the plain meaning hereof and without resort to any canon of construction interpreting the Agreement against its drafter.
16. There are no third-party beneficiaries, express or implied, to this Agreement.
17. The Parties hereto acknowledge that each of them has read this Agreement, fully understands his, her, or its rights, privileges, and duties under this Agreement, and executes and delivers this Agreement freely and voluntarily. The Parties further acknowledge that each of them has had the opportunity to consult with an attorney to explain the terms of this Agreement and the consequences of signing.
18. Nothing contained herein shall be construed to waive the inherent sovereign immunity of the Commonwealth of Kentucky.

IN WITNESS HEREOF, the Parties have executed this Agreement.

Cabinet for Health and Family Services

By:  DocuSigned by:
Eric Friedlander
0AEA1D8C15D8431...

Name: Eric Friedlander

Title: Secretary

Date: 2/11/2022 | 2:53 PM EST

Provider

By: 

Name: Linda Gorton

Title: Mayor

Address: 1135 Harry Sykes Way
Lexington, KY 40504

Date:

FEIN# or SSN#:

Approved as to form and legality:

Attorney:  DocuSigned by:
Wesley W Duke
D58FF6B4FC274A8...

Date: 2/11/2022 | 9:29 AM EST

Department Review and Acceptance

Name:

Title:

Date: