

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2012, by and between Lexington-Fayette Urban County Government an urban county government pursuant to KRS Chapter 67A, and located at 200 East Main Street, Lexington, Kentucky 40507 (hereinafter referred to as "Government"), and Apprison, a non-profit corporation whose mailing address is 2265 Harrodsburg Road, Suite 303, Lexington, Kentucky 40504 (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, PNC Foundation has awarded the Government grant funds in the amount of \$40,000 for implementation of a public financial education campaign for low and moderate income families in low and moderate income census tracts and to provide financial education for homeownership;

WHEREAS, with the approval of PNC Foundation, the Government has agreed to subcontract with Grantee for implementation of the project;

NOW THEREFORE, in consideration of the foregoing and mutually agreed upon promises, conditions, and covenants hereinafter set forth, the parties hereto agree as follows:

ARTICLE I

Obligations of the Government:

1. To provide Grantee with information on low- and moderate-income census tracts in Fayette County.
2. To submit reports as necessary to PNC Foundation in accordance with Government's agreement with PNC Foundation.
3. To reimburse Grantee in an amount not to exceed \$36,000 for the execution of a minimum of twelve monthly neighborhood workshops.

ARTICLE II

Obligations of Grantee:

1. The Grantee agrees that all funds received hereunder shall be used solely for the project described in the approved Scope of Work, attached as Exhibit A. The Grantee further agrees that no fees shall be required of participants for these services.
2. The Grantee shall complete all activities described in Exhibit A by November 30, 2013.
3. The Grantee shall comply with all applicable federal, state, and local statutes, regulatory requirements, and policies.
4. The Grantee shall provide notice to the Government of the time and location of all neighborhood workshops. This notice shall be provided at least five days in advance of the neighborhood workshop.
5. The Grantee shall submit monthly progress reports to the Government in a form approved by the Government until the project is completed. The report shall include the location of the neighborhood workshop(s), training agenda, number of persons in attendance, race/ethnicity of participants, and number of participants who accept free, one-on-one Credit Health Education

Sessions. The monthly reports shall be submitted concurrently with monthly invoices.

6. The Grantee shall maintain roster of attendees of each session.
7. The Grantee agrees to acknowledge the PNC Foundation's financial support of this project in accordance with acknowledgements customarily given by Grantee for similar size grants.
8. The Grantee shall not promote or in any manner support terrorism, terrorist activities, the destruction of any state, or violence against the citizens of any state, nor shall the Grantee knowingly transact business with any entity that promotes or in any manner supports such actions.

ARTICLE III

Additional Provisions:

1. The Grantee shall expend all grant funds solely for the implementation of the Project as provided for in the approved Scope of Work, incorporated with this agreement as Exhibit A.
2. The Grantee shall submit itemized monthly invoices to the Government's Division of Grants and Special Programs including copies of all invoices for which the Grantee is requesting reimbursement and timesheets/payroll registers for all staff time charged to the project.
3. The Grantee must maintain current and accurate records necessary to document compliance with the agreement for a period of four (4) years following final expenditure of agreement funds. The Government and PNC Foundation will have access to and the right to inspect, copy, audit, and examine all such records.

4. The Grantee certifies that it holds a determination letter issued by the Internal Revenue Services recognizing the Grantee to be qualified under section 501(c)(3) of the code.
5. The Grantee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, age, ancestry, national origin, sexual orientation, marital status, familial status, handicap, disability or other basis prohibited by applicable law. Grantee shall state in all solicitations or advertisements for employees that all qualified applicants will receive equal consideration for employment without regard to race, color, creed, religion, sex, age, ancestry, national origin, sexual orientation, marital status, familial status, handicap, disability or other basis prohibited by applicable law.
6. The Grantee agrees to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and the Age Discrimination Act of 1975.
7. The Grantee agrees that no part of these funds shall be used to intervene or participate in any political campaign on behalf of or in opposition to any candidate for public office. No part of these funds may be used to carry on propaganda or otherwise attempt to influence legislation, including the conduct of voter registration drives.
8. The Grantee agrees to defend, indemnify, and hold harmless Government from any and all losses or claims of whatever kind, that are in any way incidental to, or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from the execution, performance, or breach of this agreement by Grantee, including any environmental problems,

including, without limitation, soil and/or water contamination, and remedial investigations and feasibility studies thereof, which exist at or prior to the agreement commencement date, regardless of when such losses or claims are made or incurred. This indemnity agreement shall in no way be limited by any financial responsibility, or loss control requirements below, and shall survive the termination of this agreement.

For the purposes of this Indemnity Provision:

- a) The word "defend" includes, but is not limited to, investigating, handling, responding to, resisting, providing a defense for, and defending claims at Grantee's expense, using attorneys approved in writing by Government, which approval shall not be unreasonably withheld.
 - b) The word "claims" includes, but is not limited to, claims, demands, liens, suits, notices of violation from Governmental agencies, and other causes of action of whatever kind.
 - c) The word "losses" includes, but is not limited to: attorney fees and expenses; costs of litigation; court or administrative costs; judgments; fines; penalties; interest; all environmental cleanups and remediation costs of whatever kind; and any liability arising from death, injury, or damage of any kind, to any person, including employees and agents of Grantee and Government, and damage to or destruction of, any property, including the property of Government.
9. The Grantee understands that participant information collected under this Agreement is private and the use or disclosure of such information is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
 10. No right, benefit, or advantage inuring to the Grantee and no burden imposed on Grantee hereunder may be assigned or otherwise transferred without the prior written approval of the Government.
 11. This agreement or any part hereof, may be amended from time to time hereafter only in writing executed by the Government and Grantee.
 12. This agreement can be terminated upon a 30-day written notice if Grantee fails to comply with any term of the Agreement. This Agreement may be terminated for convenience upon 30-day written notice by the Government.
 13. The failure of any party to fulfill its obligations under the Agreement or the failure of any event to occur by a date established by this Agreement shall constitute a breach of this Agreement unless the fulfillment of such obligation is waived or modified by written agreement of the parties.
 14. In the event of default by Grantee, including the failure to meet any time deadlines set out in this Agreement, the Government may declare the Agreement void from the beginning without further obligation to Grantee and may commence appropriate legal or equitable action to enforce its rights under this Agreement.
 15. Except as may otherwise be provided hereunder, the parties to this Agreement shall be solely responsible for any costs incurred in fulfilling their obligations under this Agreement, and no party shall have any claim against the other party for reimbursement of such costs, whether or not a party is in default.

IN WITNESS WHEREOF, the parties executed this Agreement the day, month, and year above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

Jim Gray, Mayor

ATTEST:

Clerk of Urban County Council

APPRISEN

Signature of Authorized Official

Johany Cantrell

Johany Cantrell, CEO
Printed Name and Title