

## 2023 LEED FOR CITIES LOCAL GOVERNMENT LEADERSHIP PROGRAM AGREEMENT

This LEED FOR CITIES LOCAL GOVERNMENT LEADERSHIP PROGRAM AGREEMENT (this "Agreement") is made as of the 1<sup>st</sup> day of April, 2023 ("Effective "Date""), by and between the City of Lexington, KY (the "Awardee") a local government and the U.S. Green Building Council, Inc. ("USGBC"), a DC nonprofit corporation. Both parties agree to abide by the following terms and conditions associated with the 2023 LEED for Cities Local Government Leadership Program (the "Program"):

### 1. LEED FOR CITIES LOCAL GOVERNMENT LEADERSHIP PROGRAM

A. The Program convenes a cohort of US local governments as they register, certify and continuously improve in the LEED v4.1 for Cities and Communities rating system. The City of Lexington, KY was selected to participate based on the application and accompanying materials submitted. The term of this agreement is April 1, 2023 through March 31, 2024 unless extended by USGBC as described in Section 2, below. The program is defined as consisting of (i) a training and education package; (ii) a one-year USGBC membership at the Silver level; (iii) a waiver of the LEED for Cities registration fee; and (iv) a waiver of the certification fee for LEED v4.1 for Cities and Communities if the certification application is submitted within the program year.

The training and education package consists of a virtual technical assistance workshop; access to tools and resources; and access to technical assistance including regular conference calls and support from USGBC staff.

The above award may only be provided to a local form of government (e.g. city, town or county) based in the United States. Awardee hereby warrants and represents that it is a public, governmental agency.

### 2. TERM EXTENDED; PROGRESS REPORTS

The Awardee will apply for certification within twelve months of the start of the program. However, if Awardee is unable to meet that deadline, USGBC may, in its sole discretion, extend the term by up to twelve months. If extended, Awardee agrees to provide biannual progress reports to include updates on the project including any challenges, a list of milestones to be accomplished within the following six months, and an estimated date for certification submission. The Awardee is expected to participate in regular conference calls as scheduled by USGBC. If by the end of the extended 12-months the Awardee is unable to submit for certification, then the certification review fee funds will be re-allocated to the program and no longer be available.

### 3. USE AND PROTECTION OF TRADEMARK AND OTHER INTELLECTUAL PROPERTY

USGBC and the Awardee acknowledge that each party owns certain names, trademarks, service marks, copyrights and other intellectual property (the "Marks"), and owns or has certain merchandising rights in and to the Marks, and all goodwill associated with or symbolized by them. It is understood that in promoting USGBC's activities, USGBC may make various references to the activities and may display the word marks and logo of Awardee (hereinafter, "Marks"), and photographs of the activities of Awardee. Awardee agrees that it has the authority to grant such rights and hereto grants to USGBC a nonexclusive, nontransferable license to use its Marks and photographs during the term of this Agreement and for a period of five years after its termination or expiration. Awardee agrees that it shall obtain USGBC's advance approval for use of any USGBC Marks and understands that this Agreement itself provides no such permission.

### 4. TERMINATION FOR BREACH; INSOLVENCY

USGBC may terminate this Agreement if, in the reasonable determination of USGBC, (1) the third party funding committed to USGBC to support this Program is reduced or eliminated; (2) Awardee repudiates or breaches any of the terms of this Agreement; or (3) Awardee fails to make progress so as to endanger timely and proper completion of its obligations hereunder and does not correct such failure or breach within ten (10) days, or such shorter period if commercially reasonable, after receipt of written notice from USGBC specifying such failure or breach. In the event of termination under this Section 5, Awardee agrees to forfeit use of the LEED certification fee waiver and any unused benefits awarded as part of the Program at that time.

The foregoing remedies are in addition to, and not in lieu of, any other rights or remedies that a party may have at law or in equity; provided however, that in no event will either party be liable to the other for incidental, consequential or punitive damages arising out of a breach of this Agreement.

#### **5. COMPLIANCE WITH LAWS**

Each party will perform its obligations under this Agreement in compliance with all applicable laws, orders, or regulations of all appropriate jurisdictions.

#### **6. NO ASSIGNMENT**

Neither party may assign its rights, nor delegate its obligations under this Agreement, without the prior written approval of the other party.

#### **7. RELATIONSHIP OF THE PARTIES**

USGBC and the Awardee are independent parties, and nothing contained in this Agreement shall be deemed to create a partnership, joint venture or agency relationship between them, nor does it grant either party any authority to assume or create any obligation on behalf of or in the name of the other.

#### **8. NOTICES**

If accepting these terms, Awardee shall designate a primary contact by completing the section below. All communications pertaining to the Agreement shall be directed to the person designated below.

##### **Awardee:**

City/County Contact: Jada Griggs

Address: 200 E. Main St.

City: Lexington

State/Province: KY

Zip/Postal Code: 40507

Telephone: (859) 425-2255

Email: [jgriggs@lexingtonky.gov](mailto:jgriggs@lexingtonky.gov)

Website: <https://www.lexingtonky.gov/>

##### **USGBC:**

Hilari Varnadore

Vice President, LEED for Cities

U.S. Green Building Council, Inc.

2101 L Street, NW, Suite 600

Washington, DC 20037

P: (202) 609-7163

E: [hvarnadore@usgbc.org](mailto:hvarnadore@usgbc.org)

[www.usgbc.org](http://www.usgbc.org)

All legal notices required under this Agreement must be in writing and will be considered given upon personal delivery of a written notice, within forty-eight (48) hours after deposit in the U.S. Mail (certified or registered), upon delivery by overnight or private courier, or upon confirmation of transmission by facsimile transmittal or electronic mail addressed to the parties. Notice must be addressed as shown below, unless a different address is designated in writing by the receiving party.

##### **Awardee:**

City/County Contact: Jada Griggs

Address: 200 E. Main St.

City: Lexington

State/Province: KY

Zip/Postal Code: 40507

Telephone: (859) 425-2255

Email: [jgriggs@lexingtonky.gov](mailto:jgriggs@lexingtonky.gov)

##### **USGBC:**

Peter Templeton

President & CEO

U.S. Green Building Council, Inc.

2101 L Street, NW, Suite 600

Washington, DC 20037

P: (202) 828-1137

E: [ceo@usgbc.org](mailto:ceo@usgbc.org)

##### **With a copy that will not constitute notice to:**

General Counsel

U.S. Green Building Council, Inc.

2101 L Street, NW, Suite 600  
Washington, DC 20037  
P: (202) 742-3299  
E: legal@usgbc.org

**9. ENTIRE AGREEMENT**

This Agreement (i) contains the entire understanding of the parties hereto, (ii) supersedes all prior agreements including but not limited to the agreement provided in Awardee's initial application, and (iii) shall not be amended except by a written instrument hereafter signed by all parties hereto. No waiver of any provision of this Agreement shall be effective unless evidenced by a written instrument signed by the waiving party. THE PARTIES FURTHER ACKNOWLEDGE AND AGREE THAT, IN ENTERING INTO THIS AGREEMENT, THEY HAVE NOT IN ANY WAY RELIED UPON ANY ORAL OR WRITTEN AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT.

**10. CONDITION PRECEDENT/SIGNATURE**

This Agreement shall become effective only should USGBC select the Awardee as a recipient of the 2023 LEED for Cities Local Government Leadership Program by or before April 1, 2023. This Agreement shall not constitute a binding agreement until signed in writing by all parties.


IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Agreement under seal, with the intention of making it a sealed instrument, as of the day and year first above written.

U.S. GREEN BUILDING COUNCIL, INC.

BY:   
Susan E. Dorn, General Counsel

DATE: 03 / 09 / 2023

CITY OF LEXINGTON, KY

BY:   
PRINTED NAME: Linda Gorton  
TITLE: Mayor  
DATE: 3/24/2023

Michael,

Is Mayor Gorton permitted to sign A Dropbox Sign document? If not, is she permitted to sign a paper copy which has the other party's electronic signature?

Thank you.

Jennifer

**From:** Jada Griggs <[jgriggs@lexingtonky.gov](mailto:jgriggs@lexingtonky.gov)>  
**Sent:** Thursday, March 16, 2023 1:53 PM  
**To:** Jennifer Carey <[jcarey@lexingtonky.gov](mailto:jcarey@lexingtonky.gov)>  
**Subject:** FW: USGBC-Lexington KY 2023 LFC Local Government Leadership Program Agreement-04.01.23.pdf - Signature requested by Diandra Coles

FYI – please see Diandra's responds below.

**Jada Walker Griggs**  
*Program Manager Sr.*  
*Sustainability*  
Division of Environmental Services

859.258.3144 office  
[jgriggs@lexingtonky.gov](mailto:jgriggs@lexingtonky.gov)



**LEXINGTON**

**From:** Diandra Coles <[dcoles@usgbc.org](mailto:dcoles@usgbc.org)>  
**Sent:** Wednesday, March 15, 2023 5:08 PM  
**To:** Jada Griggs <[jgriggs@lexingtonky.gov](mailto:jgriggs@lexingtonky.gov)>  
**Cc:** David Abell <[dabell@usgbc.org](mailto:dabell@usgbc.org)>  
**Subject:** RE: USGBC-Lexington KY 2023 LFC Local Government Leadership Program Agreement-04.01.23.pdf - Signature requested by Diandra Coles

[EXTERNAL] Use caution before clicking links and/or opening attachments.

Hi Jada,

Thank you for getting in touch. You are listed in the NOTICES section as the contact for the agreement, but not as the signatory. The signatory section is currently blank and will need to be filled in as part of the signing process. You should be able to reassign the contract to Linda Gorton directly through the Dropbox Sign link. The system will then send her a link via email and she will be able to complete the process that way.

Please let me know if you need anything else.

Kind regards,  
Diandra

**Diandra Coles** | *She/Her*  
Paralegal | Legal



**U.S. Green Building Council**  
[dcoles@usgbc.org](mailto:dcoles@usgbc.org) | [usgbc.org](http://usgbc.org)

**From:** Jada Griggs <[jgriggs@lexingtonky.gov](mailto:jgriggs@lexingtonky.gov)>  
**Sent:** Wednesday, March 15, 2023 4:43 PM  
**To:** Diandra Coles <[dcoles@usgbc.org](mailto:dcoles@usgbc.org)>  
**Subject:** RE: USGBC-Lexington KY 2023 LFC Local Government Leadership Program Agreement-04.01.23.pdf - Signature requested by Diandra Coles

**Please use caution. This message was sent from an external source.**

Hi Diandra,

Please change the signatory for the City of Lexington to "Linda Gorton, Mayor, Lexington-Fayette Urban County Government".

Thank you,

**Jada Walker Griggs**  
*Program Manager Sr.*  
*Sustainability*  
Division of Environmental Services

859.258.3144 office  
[jgriggs@lexingtonky.gov](mailto:jgriggs@lexingtonky.gov)



## Mackenzie Stock

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**From:** Jennifer Carey  
**Sent:** Tuesday, March 21, 2023 2:07 PM  
**To:** Crystal Williams Goodwin  
**Subject:** FW: USGBC-Lexington KY 2023 LFC Local Government Leadership Program Agreement-04.01.23.pdf - Signature requested by Diandra Coles

Please see below from Michael Cravens.

**From:** Michael Cravens <mcravens@lexingtonky.gov>  
**Sent:** Friday, March 17, 2023 9:32 AM  
**To:** Jennifer Carey <jcarey@lexingtonky.gov>  
**Cc:** Abigail Allan <aallan@lexingtonky.gov>  
**Subject:** RE: USGBC-Lexington KY 2023 LFC Local Government Leadership Program Agreement-04.01.23.pdf - Signature requested by Diandra Coles

Jennifer,

I'm not sure whether it is a current practice of the Mayor to sign agreements electronically via DropBox. I'm looping Abbye in, since she processes a lot of agreements for the Mayor's signature and might be able to speak to current practices. For this particular agreement, I'd have the Mayor sign a paper copy, and for this particular agreement, I think an electronic signature by the other party to the agreement is OK. Happy to discuss.

**Michael Cravens (he/him)**  
*Managing Attorney*  
Department of Law

859.258.3500  
[MCravens@lexingtonky.gov](mailto:MCravens@lexingtonky.gov)  
[lexingtonky.gov](http://lexingtonky.gov)



### NOTICE OF CONFIDENTIALITY

This message is intended only for the use of the individual or entity to which it is addressed and may contain confidential information that is legally privileged and exempt from disclosure under applicable law, including but not limited to, Kentucky Rule of Evidence 503. Any legal opinion provided in this electronic mail transmission is provided in the course of my legal representation of the Lexington-Fayette Urban County Government and should not be disseminated to the public. If the reader of this message is not the intended recipient, you are notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, delete it from your system without copying or forwarding it, and notify the sender of the error by replying via e-mail or by calling the Department of Law at (859) 258-3500, so that our address record can be corrected. Thank you.

**From:** Jennifer Carey <jcarey@lexingtonky.gov>  
**Sent:** Thursday, March 16, 2023 7:59 PM  
**To:** Michael Cravens <mcravens@lexingtonky.gov>  
**Subject:** FW: USGBC-Lexington KY 2023 LFC Local Government Leadership Program Agreement-04.01.23.pdf - Signature requested by Diandra Coles