

## 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*  
Susan E. Dorn, General Counsel

DATE: 03 / 09 / 2023

**CITY OF LEXINGTON, KY**





BY: *Linda Gorton*  
PRINTED NAME: Linda Gorton  
TITLE: *Mayor*  
DATE: *3/27/2023*

---

<b>Title</b>	USGBC-Lexington KY 2023 LFC Local Government Leadership...
<b>File name</b>	USGBC-Lexington K...ment-04.01.23.pdf
<b>Document ID</b>	a3389615a3c3b30f2ca5a6029a0478cfa4fa1da3
<b>Audit trail date format</b>	MM / DD / YYYY
<b>Status</b>	● Pending signature

---

### Document History

 SENT	<b>03 / 09 / 2023</b> 14:57:06 UTC	Sent for signature to Jada Griggs (jgriggs@lexingtonky.gov) and Susan Dorn (sdorn@usgbc.org) from dcoles@usgbc.org IP: 76.76.218.42
 VIEWED	<b>03 / 09 / 2023</b> 15:26:48 UTC	Viewed by Susan Dorn (sdorn@usgbc.org) IP: 107.77.200.195
 SIGNED	<b>03 / 09 / 2023</b> 15:27:04 UTC	Signed by Susan Dorn (sdorn@usgbc.org) IP: 107.77.200.195
 INCOMPLETE	<b>03 / 09 / 2023</b> 15:27:04 UTC	<b>This document has not been fully executed by all signers.</b>