

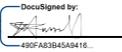
FY25 Grants Budgetary Information

Document Type: Award X Amendment Other

General Information			
Agency Name:	Department For Economic Development	Grant Period:	07-30-24 - 06-30-25
Award Name:	CDFA's Equitable Capital Loan Guarantee Program	ALN:	
Award ID:		Grantor Amount:	\$50,000.00
LMG Match Cost Center:	N/A	LMG Match Amount:	\$ -

Budget Detail for Awarded Grants
<p>Fill in the "Existing or Anticipated Grant Amount" column if this grant was included on the FY24 Listing of Existing or Anticipated Awards in the FY24 operating or capital ordinance. If the new award amount is greater than the amount authorized in the ordinance, an A/R memo will need to be drafted by the Budget Division and circulated for approval. This process takes approximately two weeks.</p> <p>*Note new grants that were not included on the FY24 Listing of Existing or Anticipated Awards in the FY24 operating or capital ordinance require a resolution, drafted by the Budget Division, to be approved by the Metro Council. This legislative process takes approximately four weeks.</p>

Grant Name	Existing or Anticipated Grant Amount	Total Amount Awarded	Current Workday Budget	Workday Budget Change
CDFA's Equitable Capital Loan Guarantee Program	\$ -	\$ 50,000.00	\$ -	\$ 50,000.00
				-
				-
				-
				-
				-
				-
				-
				-
				-
Totals	\$ -	\$ 50,000.00	\$ -	50,000.00

Routing Information			
Grant Accountant:	Seth Chastain	Signature: 	Date: 7/2/2024
Grants Supervisor:	Jake Greenwell	Signature: 	Date: 7/2/2024
Fiscal Coordinator:	Briana Lyddane	Signature: 	Date: 7/2/2024
Budget Analyst:	Ebony Taylor	Signature: _____	Date: _____



DOCUMENT APPROVAL FORM

THIS FORM MUST BE ATTACHED TO ALL DOCUMENTS SUBMITTED FOR THE MAYOR'S SIGNATURE, ROUTE AS LISTED BELOW.

THIS DOCUMENT RECOMMENDED FOR MAYOR'S SIGNATURE

ORIGINATOR OF DOCUMENT

Seth Chastain

Digitally signed by
Seth Chastain

7/2/2024

SIGNATURE APPROVALS

AGENCY/DEPARTMENT DIRECTOR

Department For Economic Development / Joshua McKee

CHIEF FINANCIAL OFFICER

Angela Dunn

COUNTY ATTORNEY

Natalie Richards

DEPUTY MAYOR

David James

To Drop

DOCUMENT NAME

CDFA Equitable Capital Loan Guarantee Program

SUMMARY OF DOCUMENT

Here is the attached notice of award and no match required. 07-30-24 - 06-30-25

CONTACT PERSON:

TELEPHONE: 574-5239

Seth Chastain

DATE NEEDED: **ASAP**

FOR DOCUSIGN

DATE APPROVED BY MAYOR

INSTRUCTIONS FROM THE MAYOR

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT, (“MOA”) is executed by the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, acting by and through the **DEPARTMENT FOR ECONOMIC DEVELOPMENT**, 444 S. 5th Street, Suite #600, Louisville, Kentucky 40202, herein referred to as **“METRO GOVERNMENT”** and **COUNCIL OF DEVELOPMENT FINANCE AGENCIES**, an Ohio non-profit corporation, 100 E. Broad Street, Suite 1200, Columbus, Ohio 43215, herein referred to as **“CDFA.”**

WITNESSETH:

WHEREAS, On March 8, 2023, Metro Government, on behalf of the **Louisville Guarantee Partner Network**, applied to participate in CDFAs Equitable Capital Loan Guarantee Program (the **“Program”**) seeking funding to develop a Guarantee Loan Pool that would support equitable access to capital for minority-owned businesses in Louisville; and,

In Process!

WHEREAS, CDFAs, with underwriting from the Robert Wood Johnson Foundation, has awarded Metro Government funding in the amount of \$50,000.00 to cover the technical assistance components of the Program, in a lump sum of \$50,000 and may disburse an additional \$100,000 in two additional installments of \$50,000 contingent to programming timelines and,

WHEREAS, the parties wish to set forth in writing the specifications of their agreement;

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. CDFAs shall disburse \$50,000 to Metro Government on or before the 30th day of July, 2024.

2. Metro Government intends to use the funds as set forth in the “Projected Use of Grant Funds” chart found on Page 13 of the *CFDA Equitable Capital Loan Guarantee Program* Application attached hereto and incorporated herein as Exhibit “A.”

3. This Agreement may be terminated by submitting thirty (30) days’ written notice to the non-terminating party of such intent to terminate. This Agreement may also be terminated by any party, without notice to the non-terminating party, because of fraud, misappropriation, embezzlement or malfeasance or a party’s failure to perform the duties required under this Agreement. A waiver by either party of a breach of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

4. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth 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.

5. This Agreement is 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. This Agreement cannot be amended, modified, or supplemented in any

In Process

respect except by a subsequent written agreement duly executed by all of the parties hereto.

6. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

WITNESS the agreement of the parties hereto by their signatures affixed hereon.

[Signatures to Follow]

In Process

APPROVED AS TO FORM:

DocuSigned by:

Natalie Richards

MICHAEL J. O'CONNELL
JEFFERSON COUNTY ATTORNEY

**LOUISVILLE/JEFFERSON COUNTY
DEPARTMENT FOR ECONOMIC DEVELOPMENT**

DocuSigned by:

Joshua Meke

BY:
AS: Interim Director

Date: 6/28/2024

Date: 6/27/2024

**COUNCIL OF DEVELOPMENT FINANCE
AGENCIES, INC.**

DocuSigned by:

Toby Kitzner

By: _____
President & CEO

Date: 6/28/2024

In Process

EXHIBIT A

CFDA EQUITABLE CAPITAL LOAN GUARANTEE PROGRAM APPLICATION

In Process

Chastain, Seth

From: Jackson, Trish
Sent: Monday, July 1, 2024 16:10
To: Lyddane, Briana; Greenwell, Jake; Chastain, Seth
Cc: Swan, Keshia; Taylor, Ebony; Walker, Robert
Subject: RE: Executed agreement to receive funds
Attachments: Executed Equitable Loan Guarantee TA Disbursal.pdf

Thanks Briana. @Chastain, Seth, Can you route this MOA for signatures?

These funds will require a resolution, so we won't be able to load this award in Workday until then. But after we receive the resolution, the funds will be ready to use within a few days.

Thank you,



Trish Jackson
Grants Fiscal Manager
Louisville Metro Government
Office of Management and Budget

502-574-2757
Patricia.Jackson@louisvilleky.gov

www.louisvilleky.gov
611 W. Jefferson Street • Louisville, KY 40202

CONFIDENTIALITY NOTICE

In Process

This message and any included attachments are intended only for the addressee. The information contained in this message is confidential and may constitute inside or non-public information under international, federal, or state securities laws. Unauthorized forwarding, printing, copying, distribution, or use of such information is strictly prohibited and may be unlawful. If you are not the addressee, please promptly delete this message and notify the sender of the delivery error by e-mail.

From: Lyddane, Briana <Briana.Lyddane@louisvilleky.gov>
Sent: Monday, July 1, 2024 4:06 PM
To: Greenwell, Jake <Joseph.Greenwell@louisvilleky.gov>
Cc: Swan, Keshia <Keshia.Swan@louisvilleky.gov>; Jackson, Trish <Patricia.Jackson@louisvilleky.gov>
Subject: RE: Executed agreement to receive funds

I believe a resolution will be needed. I don't believe these funds were included in any materials submitted for FY25 budget development.

From: Greenwell, Jake <Joseph.Greenwell@louisvilleky.gov>
Sent: Monday, July 1, 2024 4:01 PM
To: Lyddane, Briana <Briana.Lyddane@louisvilleky.gov>
Cc: Swan, Keshia <Keshia.Swan@louisvilleky.gov>; Jackson, Trish <Patricia.Jackson@louisvilleky.gov>
Subject: RE: Executed agreement to receive funds

Hi Briana,
Do you know if there is already budget authority for these finds or will we need to get a resolution from council?

Thank you,



Jake Greenwell

Grants Management Supervisor

Louisville Metro Government

Office of Management and Budget

502-574-3590

joseph.greenwell@louisvilleky.gov

www.louisvilleky.gov

611 W. Jefferson Street • Louisville, KY 40202

CONFIDENTIALITY NOTICE

This message and any included attachments are intended only for the addressee. The information contained in this message is confidential and may constitute inside or non-public information under international, federal, or state securities laws. Unauthorized forwarding, printing, copying, distribution, or use of such information is strictly prohibited and may be unlawful. If you are not the addressee, please promptly delete this message and notify the sender of the delivery error by e-mail.

From: Lyddane, Briana <Briana.Lyddane@louisvilleky.gov>

Sent: Monday, July 1, 2024 9:46 AM

To: Greenwell, Jake <Joseph.Greenwell@louisvilleky.gov>

Cc: Swan, Keshia <Keshia.Swan@louisvilleky.gov>

Subject: FW: Executed agreement to receive funds

Good morning! Economic Development will be receiving \$50,000 from the Council of Development Finance Agencies, agreement attached. Does this need to be set up as a grant award?

Thanks,
Briana

In Process

From: Swan, Keshia <Keshia.Swan@louisvilleky.gov>

Sent: Friday, June 28, 2024 7:37 PM

To: Lyddane, Briana <Briana.Lyddane@louisvilleky.gov>

Subject: Executed agreement to receive funds

Hi Briana.

Attached is the executed grant for Metro to receive \$50,000 from CDFA.

CDFA is already in Workday.

Can we set the \$50K up as a program that we pull from when we need to make a purchase? We will likely spend it all in FY25, but I would like to set it up in the budget so that it remains with us if it is not fully spent in FY25.

Also, what are the processes for receiving money so that I may send it to CDFA?

Thank you,
Keshia

