



**OFFICE OF THE MAYOR
CITY OF COVINGTON**

Joseph U. Meyer
Mayor

Covington City Hall
jumeyer@covingtonky.gov

**EXECUTIVE ORDER
CITY OF COVINGTON, KENTUCKY**

EXECUTIVE ORDER NO. 2020-EO-22

KENTUCKY SMALL BUSINESS DEVELOPMENT CENTER (“KSBDC”) BUSINESS COACH

WHEREAS, The KSBDC received one-time funding from the U.S. Small Business Administration (“SBA”) Office of Small Business Development Centers Funding Opportunity Announcement No. OSBDC-COVID-2020-1 to provide education, training and business advising to small businesses that have experienced supply chain disruptions, staffing challenges, a decrease in gross receipts or customers, or a closure as a result of COVID-19 (“SBA Funding”);and

WHEREAS, The KSBDC will use this funding specifically to expand staffing and geographic outreach for a period ending September 30, 2021;and

WHEREAS, Covington businesses continue to be impacted financially by the outbreak of COVID-19 virus and associated government directives and orders; and

WHEREAS, Covington and the KSBDC (the “Parties”) believe that business coaching helps to advance the Parties’ mutual goal of providing valuable economic development assistance services to existing businesses and entrepreneurs in Kentucky; and given the unprecedented upheaval caused by COVID-19 on the economy and the overwhelming needs experienced by Kentucky’s small businesses, the KSBDC network will focus efforts on small business response, recovery, resiliency, and reinvention programs; and

WHEREAS, The Parties desire to enter into an agreement to utilize a portion of the SBA Funding to engage a KSBDC Business Coach hired through the University of Kentucky STEPS Temporary Employment system to provide coaching, consulting, advising, counseling and training services to start-up businesses, existing businesses and entrepreneurs in an area including, but not limited to, Covington Kentucky.

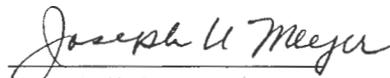
NOW and therefore, I, Joseph U. Meyer, pursuant to the authority vested in me as Mayor of the City of Covington, Kentucky by KRS Chapter 39A, KRS 39B, and in furtherance of the declaration set forth in Executive Order 2020-EO-01, hereby order:

1. The authorization of an agreement with KSBDC to hire a business coach to assist Covington businesses with technical assistance, advising, counseling, and training to reduce business closures, save jobs, and minimize reductions of the city's tax base.
2. The authorization of an office share agreement with Bad Girl Ventures, Inc. (dba Aviatra) to provide office space for the KSBDC business coach in exchange for a \$500 monthly license payment to Aviatra.
3. The total amount of City funds available shall not exceed \$8,000.00 and the source of the funds for the monthly license payment shall be the City's Economic Development fund.

This Order shall remain in effect until September 30, 2021, unless terminated by the issuance of another Executive Order when I determine that a state of emergency no longer exists and the exercise of extraordinary measures are no longer required for the protection of the public health, safety and welfare.

THIS ORDER IS EFFECTIVE JUNE 15, 2020 AND SHALL REMAIN IN EFFECT UNTIL SEPTEMBER 30, 2021, OR RESCINDED BY EXECUTIVE ORDER.

Signed on this the 15th day of June, 2020,


Joseph U. Meyer, Mayor

Attest:


Margaret M. Nyhan, City Clerk

6-15-20
Date

**OFFICE SHARE AGREEMENT BETWEEN CITY OF COVINGTON, KENTUCKY
AND BAD GIRL VENTURES, INC. dba AVIATRA**

This **OFFICE SHARE AGREEMENT** (the “Agreement”) is made and entered into as of the 15 day of June, 2020, (the “Effective Date”), by and between the **CITY OF COVINGTON, KENTUCKY**, a Kentucky municipal corporation of the home rule class (“City”) and **BAD GIRL VENTURES, INC.**, dba Aviatra Accelerators, Inc., an Ohio nonprofit corporation (“Aviatra”).

BACKGROUND

1. Pike Star, LLC (“Property Owner”) and City, entered into a commercial lease on October 8th, 2015, (“Master Lease”), pursuant to which City agreed to lease the “Premises”, as that term is more particularly described in the Master Lease, for a term of five years, with the purpose of providing an economic incentive for the Aviatra to locate its offices within the property commonly known as 108-114 Pike Street (the “Property”) in the form of a rent subsidy.
2. City and Aviatra entered into a Sublease on October 8th, 2015, (“Sublease”), pursuant to which Aviatra agreed to lease from City the Premises under the same terms and conditions as are provided in the Master Lease, with the understanding that City shall contribute a portion of the base rent payment for the term of the Sublease as an economic incentive.
3. City and the Kentucky Small Business Development Center (“KSBDC”) entered into a Partnership Agreement on June ____, 2020, (“Partnership Agreement”), pursuant to which, KSBDC agrees to provide City of Covington businesses access to a business coach, and in turn City agreed to provide an office space as an in-kind donation to KSBDC for the term of the Partnership Agreement.
4. Due to space constraints at City Hall, the Economic Development Department requested an office sharing arrangement with Aviatra which would allow the KSBDC business coach (“KSBDC Coach”) to utilize an office at the Premises which is currently subleased to Aviatra, pursuant to the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual promises set forth herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree to the following.

STATEMENT OF THE AGREEMENT

Section 1. Incorporation and Interpretation. The background clauses above are incorporated in full by reference. The parties expressly acknowledge that the information provided in the above background section is true and accurate. Furthermore:

- 1.01 Grammatical Usage and Construction. In construing this Agreement, pronouns include all genders, and the plural includes the singular and vice versa.

- 1.02 **Headings.** The headings, titles, and captions in this Agreement have been inserted only for convenience and in no way define, limit, extend or describe the scope or intent of the provisions of this Agreement.
- 1.03 **Calendar Days.** Unless otherwise provided in this Agreement, any reference in this Agreement to “day” or “days” shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Sublease falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.

Section 2. Definitions. Capitalized terms shall have the meaning attributed to them in the Master Lease, in this Section, or in the provision in which the term is first mentioned, unless otherwise specified.

Section 3. Office Share. Aviatra hereby agrees to allow the KSBDC Coach use of the Premises in accordance with the following terms and conditions:

- 3.01 Aviatra shall provide the KSBDC Coach, and its guests and invitees, access to one private office space (the “KSBDC Office”), as well as shared use of the Premises’ common areas and the reception area for purposes consistent with the Agreement. KSBDC shall be permitted to choose the office space it utilizes from those available on the Premises.
- 3.02 Aviatra acknowledges that the KSBDC Office shall be for his or her exclusive use during the term of this Agreement. No Aviatra personnel will be entitled to use of the KSBDC Office during the Term.
- 3.03 Aviatra shall provide basic office furniture for use by the KSBDC Coach in the KSBDC Office.
- 3.04 Aviatra shall not be required to provide parking for the KSBDC Coach. City shall provide KSBDC Coach parking at an offsite facility within walking distance.
- 3.05 The KSBDC Coach shall be entitled to bring to the KSBDC Office any reasonably necessary office and personal equipment.
- 3.06 Aviatra shall continue to provide standard utilities and amenities for the entire Premises, including printing stations, internet, cleaning, maintenance, water, and electric (the “Amenities”). The KSBDC Coach shall be entitled to use these Amenities at no additional cost.
- 3.07 City shall be entitled to add signage related to the KSBDC Office in the windows or door of the Property.

Section 4. Term. The term of this Agreement shall commence on July 1, 2020 provided herein, and shall continue until September 30, 2021, provided that the Master Lease and Sublease are renewed or extended on or before February 1, 2021. If the Master Lease and Sublease are not both renewed or otherwise extended on or before February 1, 2021, this Agreement shall expire on February 28, 2021.

Section 5. License Payment. In consideration of Aviatra providing the KSBDC Office and Amenities, City shall pay to Aviatra installments of \$500.00 in advance of each month of the Term

for KSBDC's use of the Premises as described herein (the "Monthly License Payment"). Aviatra shall submit to City a written monthly invoice for the Monthly License Payment. City shall pay the monthly invoice within 30 days of receipt of said invoice.

Section 6. Condition of the Premises. Aviatra shall provide the Premises to be used by KSBDC Coach in a reasonably safe and hazard free condition. Aviatra shall continue to be responsible for all standard cleaning, maintenance, and repair obligations it would normally undertake for the entire Premises. City shall advise the KSBDC Coach that it will have responsibility for normal office user standards of upkeep for the KSBDC Office.

Section 7. Obligations Under Master Lease/Sublease. Aviatra represents and warrants that this Agreement will not create a default under the Sublease, and that the Property Owner has consented in writing to Aviatra and City entering into this Agreement, waiving any objections to the Agreement under the Master Lease and Sublease.

Section 8. Prior Agreements or Amendments. This Agreement contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Agreement, and no prior agreement or understanding pertaining to any such matter shall be effective for any purpose. No provisions of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

Section 9. Default. If any one or more of the following events ("Events of Default") shall occur, then the parties shall have all rights available at law or in equity, including but not limited to termination of this Agreement or withholding the Monthly License Payment, and such rights shall be cumulative and non-exclusive. Such Events of Default are as follows:

- 9.01 City fails to pay when due the Monthly License Payment and such failure continues for five (5) days after written notice thereof received by City.
- 9.02 Aviatra or City fail to observe or perform any other covenant, agreement, or provision of this Agreement and such failure continues for thirty (30) days after written notice thereof, or if such failure cannot with due diligence be cured within such thirty (30) day period, the defaulting party fails within such thirty (30) day period to commence to cure such failure and thereafter prosecute cure to completion with due diligence.

Section 10. Surrender of Possession. Upon the termination or expiration of the Agreement, City shall ensure that the KSBDC Coach surrenders possession of the Premises in as good condition as when received, reasonable wear and tear excepted. No tenancy of any duration shall be created by holding over beyond the end of the term of this Sublease, except a month to month tenancy subject to all other terms and conditions of this Agreement

Section 11. Nonwaiver. The failure by a non-defaulting party to exercise any right or remedy it has with respect to any default by the defaulting party shall not operate to prevent the non-defaulting party from exercising any other right or remedy it has with respect to the same default by the defaulting party or to prevent non-defaulting party from exercising the same or any other

right or remedy it has with respect to any other default by defaulting party, regardless of when such other default occurs and/or whether it relates to the same or a different provision, covenant, or condition of the Agreement. The rights and remedies accorded to a party by the Agreement are cumulative and shall not in any way abridge, modify, or preclude any other rights or remedies to which the party is entitled at law or in equity.

Section 12. Insurance. For the duration of the Term, Aviatra hereby certifies that it shall maintain general liability insurance during the Term, with City named as an additional insured on the Certificate of Insurance demonstrating such coverage.

Section 13. Indemnification. Aviatra shall indemnify, defend, protect, and hold City harmless from any and all damages, claims, loss, liability, cost and expense (including, without limitation, court costs and reasonable attorney's fees) incurred or claimed as a direct result of Aviatra's breach of any of its obligations under the Sublease or this Agreement, including but not limited to failure to provide a reasonably safe premises, or death, personal injury or property damage resulting to or incurred by Property Owner, KSBDC, the KSBDC Coach, or the KSBDC's Coach's guests and invitees resulting from Aviatra's negligence or intentional acts regarding the Premises. This indemnification obligation shall survive the expiration or termination of this Agreement.

Section 14. Successors in Interest/Assignment. This Agreement shall be binding upon, and inure to the benefit of, and be enforceable by and against the respective heirs, successors, and assigns of City Aviatra; however, no assignment of the Agreement hereunder shall be authorized except by a written agreement signed by both parties hereto.

Section 15. Notices. Any notice, statement, or payment required or permitted by the provisions of the Agreement to be given, furnished, or made by either party to the other shall be deemed given, furnished, or made when mailed to the parties at the following addresses:

City:

City of Covington
Attn: City Manager
20 West Pike St. Covington, KY 41011

With a copy to:

City of Covington
Attn: City Solicitor
20 West Pike St. Covington, KY 41011

Aviatra Accelerators, Inc:

Bad Girl Ventures, Inc.
Attn: Nancy Aichholz
114 W. Pike Street
Covington, KY 41011

Section 16. Jurisdiction. This Agreement is entered into and is to be performed in the Commonwealth of Kentucky. City and Aviatra agree that the laws of the Commonwealth of Kentucky shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and shall govern the interpretation of this Agreement. Any litigation regarding any dispute related to this Agreement shall be in a court of competent jurisdiction situated in Kenton County, Kentucky. IN WITNESS WHEREOF, City and Aviatra have executed this Agreement as of the date first set forth above:

[SIGNATURES ON THE NEXT PAGE]

Signature page to:

OFFICE SHARE AGREEMENT BETWEEN CITY OF COVINGTON, KENTUCKY AND
BAD GIRL VENTURES, INC. dba AVIATRA

BAD GIRL VENTURES, INC. dba

Aviatra:

Nancy R Aichholz

By: Nancy Aichholz

Its:

CITY OF COVINGTON, KENTUCKY

By: Joseph U. Meyer

Its: Mayor

Pursuant to: Executive Order No. 2020-EO-____

Signature page to:
**OFFICE SHARE AGREEMENT BETWEEN CITY OF COVINGTON, KENTUCKY AND
BAD GIRL VENTURES, INC. dba AVIATRA**

**BAD GIRL VENTURES, INC. dba
Aviatra:**

By:
Its:

CITY OF COVINGTON, KENTUCKY



By: Joseph U. Meyer
Its: Mayor
Pursuant to: Executive Order No. 2020-EO-22

CARES Act Partnership Agreement

This CARES Act Partnership Agreement, dated _____ ("Agreement"), is between the _____ ("Partner") located at _____ and the University of Kentucky, by and through the Kentucky Small Business Development Center ("KSBDC"), located at 343 Waller Avenue, Suite 205, Lexington, KY 40504 (collectively, the "Parties").

Recitals

WHEREAS, The KSBDC received one-time funding from the U.S. Small Business Administration ("SBA") Office of Small Business Development Centers Funding Opportunity Announcement No. OSBDC-COVID-2020-1 to provide education, training and business advising to small businesses that have experienced supply chain disruptions, staffing challenges, a decrease in gross receipts or customers or a closure as a result of COVID-19 ("SBA Funding"); and

WHEREAS, The KSBDC will use this funding specifically to expand staffing and geographic outreach for a period ending September 30, 2021.

WHEREAS, The Parties believe that business coaching helps to advance the parties' mutual goal of providing valuable economic development assistance services to existing businesses and entrepreneurs in Kentucky; and given the unprecedented upheaval caused by the coronavirus on the economy and the overwhelming needs experienced by Kentucky's small businesses, the KSBDC network will focus efforts on small business response, recovery, resiliency, and reinvention programs.

WHEREAS, The Parties desire to enter into an agreement to utilize a portion of the SBA Funding to engage a KSBDC Business Coach hired through the University of Kentucky STEPS Temporary Employment system to provide coaching, consulting, advising, counseling and training services to start-up businesses, existing businesses and entrepreneurs in an area including, but not limited to: _____ Counties of Kentucky ("Region"); and

WHEREAS, The Parties understand that all activities supported by the funds provided pursuant to this Agreement shall be in compliance with the KSBDC, University of Kentucky and SBA guidelines, policies and procedures; and

WHEREAS, The Parties understand and agree that the KSBDC business coach would also be available to perform professional activities for Parties which are consistent with the performance of services required by this Agreement;

NOW, THEREFORE the Parties agree as follows;

ARTICLE I

TERM

- 1.1 This Agreement shall become effective on _____, and continue in effect until September 30th, 2021. The Partner shall immediately contact KSBDC if it desires to terminate its relationship with the KSBDC business coach prior to the end of the Term of this Agreement. The Partner shall be responsible for securing \$50,000 in funding on an annual basis to continue the services of one KSBDC Business Coach past September 30, 2021. The Partner and the KSBDC State Director will meet within 90 days prior to September 30th, 2021 to review the work completed, Partner cash-match efforts and continuation and/or cancellation of the Agreement. Any agreement to extend this Agreement must be in writing and signed by all Parties.

ARTICLE II

RESPONSIBILITIES OF KSBDC

- 2.1 The KSBDC shall provide the KSBDC business coach with the necessary training, information, access and materials to perform the services identified in this Agreement.
- 2.2 The KSBDC shall provide KSBDC business coach with such additional equipment (including, but not limited to, tablet computer, cell phone, software, and training materials) the KSBDC business coach will require to perform his/her/their duties under this Agreement not available under paragraph 3.3 of this Agreement, subject to KSBDC's sole discretion that such equipment is necessary to carry out the purposes of this Agreement
- 2.3 The KSBDC shall provide the KSBDC business coach with copies of comparable production reports, along with regular guidance and oversight related to their performance of services identified in this Agreement.
- 2.4 The KSBDC will pay KSBDC business coach for the services identified in this Agreement as set forth in Article II of this Agreement.
- 2.5 KSBDC Business Coach shall conduct outreach to lenders, chambers, economic development offices, universities, community colleges and other resources in the region concerning the services available under this Agreement.
- 2.6 KSBDC Business Coach is responsible for ensuring the deliverables are met as outlined in Article IX of this Agreement.
- 2.7 KSBDC Business Coach will be responsible for all client data that will be reviewed as required for reports for KSBDC State Office through the KSBDC data system. The _____ KSBDC

Business Coach may also provide required quarterly reports to be submitted to the Partner and the KSBDC State Director. (The KSBDC Business Coach) will input information and narratives into KSBDC data system Neoserra, which will serve to satisfy this requirement.)

- 2.8 The KSBDC Business Coach will attend KSBDC Network meetings, Zoom meetings and/or conference call meetings.
- 2.9 The KSBDC Business Coach will attend scheduled face-to-face KSBDC Network meetings that occur throughout the year and other meetings within the State as required.

ARTICLE III

RESPONSIBILITIES OF THE PARTNER

- 3.1 The Partner shall comply with the Deliverables and Outcome Measures set forth in Article IV to this Agreement.
- 3.2 The Partner and KSBDC shall share oversight responsibilities of the KSBDC business coach performance during the term of this Agreement. KSBDC will provide day to day oversight, establish priorities, and regularly monitor the KSBDC business coach performance and provide the Partner regular input on that performance as it relates to the services to be provided under this Agreement.
- 3.3 The Partner shall provide adequate office space through an In-Kind Commitment Agreement (attached to this Agreement), and standard office-related equipment (including, but not limited to, internet service, printing supplies and writing materials) necessary for the KSBDC business coach to perform his/her job duties if necessary and feasible. The Partner will complete the In-Kind Commitment Agreement document provided by the KSBDC to be included in this Agreement.
- 3.4 The Partner shall return any equipment provided to the KSBDC business coach by KSBDC under paragraph 2.2 immediately upon expiration or cancellation of this Agreement or termination of the KSBDC business coach unless otherwise agreed by KSBDC.
- 3.5 Unless otherwise agreed, the Partner will maintain an office location, with a separate and publicly listed telephone number. The office will be easily accessible to small business clients and will be ADA compliant.
- 3.6 The Partner will include KSBDC on signage and marketing related to this position and its activities.
- 3.7 The Partner will assist in highlighting and promoting the KSBDC arrangement between the KSBDC and the Partner.
- 3.8 The Partner will provide space for training workshops as necessary or needed to meet the KSBDC and KSBDC Business Coach goals for the program.

ARTICLE IV

DELIVERABLES AND OUTCOME MEASURES

The purpose of this Agreement is to implement the operation of a KSBDC Outreach Office located at _____ through an In-Kind Commitment Agreement (attached to this Agreement). The KSBDC Network, of which this KSBDC Outreach Office is a part, operates under guidelines prescribed by the U. S. Small Business Administration (SBA) through the Office of Small Business Development Centers (OSBDC), its Funding Opportunity Announcement No. OSBDC-COVID-2020-1, as well as applicable statutes, regulations, and Office of Management and Budget (OMB) Circulars. The undertaking represented by this Agreement, and similar Agreements with other partners, is a joint effort to deliver services to the parties' customers. The SBA guidelines describe a system that is to be unified and consistent across the state of Kentucky. See attached FY2020 OSBDC Funding Opportunity and FY2020 OSBDC-COVID.

The KSBDC State Office and the Partner agree to work cooperatively together, and to work cooperatively with all the customers of the KSBDC network to implement the program in a measurably successful fashion. Training events will be scheduled and approved in coordination with the KSBDC State Office and coordinated with the Partner to ensure maximum exposure for the events. Records of each client action will be maintained in accordance with the SBA's and KSBDC operating procedures. Records will be kept in the KSBDC's confidential CRM (Neoserra), regarding contact with clients and prospective clients, outreach (promotional) activities, or "special KSBDC projects" the KSBDC business coach is working on. There will be no charge to clients for consulting services.

A scorecard for the KSBDC Outreach Center will be created prior to the KSBDC Business Coach being hired. Goals typically will include, but not be limited to:

- Clients Served
- Jobs Supported
- New Business Starts
- Capital Infusion
- Number of Coaching/Counseling Hours
- Number of Training Events
- Number of Training Attendees
- Success Stories
- Nominations for various Small Business Award Opportunities
- Sales Revenues Increase

Once this Agreement is completed, the Scorecard created for the KSBDC Outreach Center scorecard will be based upon requirements noted in the FY2020 OSBDC and FY2020 OSBDC-COVID Funding Opportunity and gauged upon population share of the specific region noted in this Agreement.

ARTICLE V

Confidentiality and Dissemination of Information

Unless otherwise specified, all financial, statistical, personnel and/or technical data which is furnished, produced or otherwise available to KSBDC Business Coach during performance of this Agreement is considered privileged information and shall not be used or released by _____ without prior written consent of the KSBDC State Office. Statistical use of such information that does not identify individual clients may be used by KSBDC Business Coach and the Partner, and does not require prior approval by the KSBDC State Office.

The KSBDC Outreach Office will conform to the revised SBA reporting and record keeping requirements as follows:

The KSBDC Business Coach agrees to maintain complete and accurate records and supporting documentation to support and facilitate any financial and/or program audit. Further, the KSBDC Business Coach shall be prepared to furnish such records for any and all audit reviews. The KSBDC Business Coach shall utilize the forms referenced below for the activities referenced below:

- a. **KSBDC Business Coach**
 1. SBA Form 641(a) shall be used to report and document SBDC Consulting/Counseling/Coaching activity. Form 641(a) may be maintained in electronic form, and a hard copy is also recommended.
 2. Consulting/Counseling/Coaching cases are those which have been provided one-half (1/2) or more hours of Consulting and support activity.
 3. The KSBDC Business Coach will maintain individual files on each KSBDC client, including documentation necessary to provide a clear audit trail.

- b. **Training:**
 1. SBA Form 888 shall be used to report and document SBDC training activity. Each KSBDC Business Coach shall report the number of SBA approved training programs, the number of attendees, and the attendee demographic data as specified on the reverse of SBA Form 888.
 2. Only those training programs approved by SBA and conducted during the budget period of this Agreement are to be applied.

ARTICLE VI MISCELLANEOUS

- 6.1 This Agreement embraces the promises, agreements, conditions, and understandings between the Parties hereto, and there are no promises, conditions, covenants or understandings between the Parties hereto except such as are specified herein in writing between KSBDC and the Consortium.
- 6.2 This Agreement may be modified and changed only by an instrument in writing signed by the undersigned Parties.
- 6.3 If any part of this Agreement is found to be null and void, or is otherwise stricken, the rest of this Agreement shall remain in force.
- 6.4 The titles to the articles and paragraphs of the Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.



We, the undersigned, enter into this Agreement acknowledging acceptance and the execution of the Agreement by their signatures below:

Joseph U Meyer

6/15/2020

Date

Date

Date

Date

Kentucky SBDC
State Director

Date



Exhibit I

In-Kind Commitment Agreement

Kentucky Small Business Development Center (KSBDC)

This letter is to certify that the cash investment and/or in-kind contribution(s) described below are committed to the Kentucky SBDC. The investments described will be made available to the KSBDC between the dates of _____ and _____.

The undersigned further certifies that there is no expectation of compensation in return for the investment described such as a requirement that the investment(s) be made as a provision in a contract or purchase order.

Donor Organization: Address: _____

Representative's Signature: _____ Date: _____

Name & Title of Representative: _____

Phone: _____

Total cash investment:	\$
Total in-kind contribution:	\$
Total of cash and in-kind:	\$

*Contingent upon match of \$ from non-federal resources

List each individual in-kind contribution below. Contributions should be fully explained to show how their value is determined. Use a continuation sheet if necessary.

List In-kind Donation(s) (e.g., Services, Goods, or Facilities Provided)	Value Determination (e.g., rate * hrs or sq.ft * \$/sq.ft)	Total Value