

REVOKED - COMPLETED AGREEMENT  
NOT RETURNED  
CONDF051122PVB25

Louisville Metro Council  
Originated NDF

Primary Council Member: Councilwoman Amy Holton Stewart

Appropriation Amount: \$1,250.00

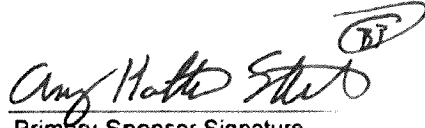
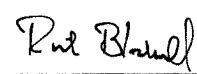
Specifically describe the charge to NDF attaching supporting documentation to fully describe the expenditure and describe the public purpose:  
Level 8 sponsorship of the Prairie Village Baseball/Softball League

Entity Hosting Event: Prairie Village Baseball / Softball  
Entity Mailing Address: 10009 Stonestreet Road Louisville, KY 40272  
Entity Contact: Tori Reynolds  
Contact Phone: (502) 403-6616 / toriziegler55@gmail.com

Attachment required:

- Sponsorship of an event: Attach an event flyer and/or details regarding how the event was publicized.
- Admittance to an Event: Attach a list of persons whose admission was paid by this expenditure.
- Fundraiser: Specifically disclose how the net proceeds of this fundraiser will be used.

I have reviewed this request for an expenditure of city tax dollars, and have determined the funds will be used for a public purpose.

25		\$1,250.00	4/22/22
District #	Primary Sponsor Signature	Amount	Date
			5/13/2022
	Appropriations Committee Chair		Date

List below any personal or business relationship you, your family or your legislative assistant have with this organization, its volunteers, its employees or members of its board of directors

Effective May 2016

Approved Committee  
Date: 5/11/22

## **PV Baseball Sponsorship NDF**

Holton Stewart, Amy <Amy.HoltonStewart@louisvilleky.gov>

Fri 4/22/2022 1:23 PM

To: Powell, Brian <Brian.Powell@louisvilleky.gov>

Brian,

Please sign the Prairie Village NDF for me at \$1,250.00.

Thank you,

Amy Holton Stewart  
Councilwoman, District 25  
574-1125



# Prairie Village Baseball/Softball

10009 Stonestreet Road - Louisville, KY 40272

502-937-5320

[www.pvbaberuth.com](http://www.pvbaberuth.com)



With the COVID-19 pandemic that shocked the world in 2020, everyone was impacted in some form or fashion. And we at Prairie Village were no exception. Even though we were one of the few leagues fortunate enough to have a season, it looked very different and we took a huge hit administratively and financially. Our hope and plan are to get everything back to some since of normalcy in 2021. But we cannot do it without your help, support, and contribution.

Here is how our sponsorship benefits you and your business. Prairie Village Baseball/Softball (since 1956) presents some unique sponsorship opportunities for any business wishing to increase their exposure to a captive audience and support youth sports all at the same time. During both the Spring & Fall seasons, each of the participants play, on average, at least 2 games per week with at least 2 adults per child attending each game. So, every week we deliver close to 5,000 possible adult impressions, which equates to well over 90,000 imprints of your name and logo in the minds of our patrons. And that does not include all the traffic that the elementary school activities, All-Stars, travel ball tournaments, and other family events produce. That means that the name of your business has the opportunity to be seen by a captive and loyal audience well over 90,000 times during one year at the ballpark. And the best part of it is you are supporting a youth sports program that makes it possible for these kids to participate in a great league and America's national pastime.

So, what are you waiting for? Choose a sponsorship package below and "Let's Play Ball!"

### Sponsorship Packages

Level 1: \$200 - Team Sponsorship = Logo on sleeve of one team

Level 2: \$300 - Team Sponsorship plus logo/homepage link on PV website

Level 3: \$350 - Sign on 1 field \*

Level 4: \$500 - Team Sponsorship plus sign on 1 field

Level 5: \$700 - Team Sponsorship plus signs on 2 fields

Level 6: \$900 - Team Sponsorship plus signs on 3 fields

Level 7: \$1,100 - Team Sponsorship plus signs on all 4 fields

Level 8: \$1,250 - Level 7 plus logo/homepage link on PV website **BEST DEAL!**

\* Field signs are renewable each year for \$250 per sign.

Our ballpark signs are full color, 4' x 8' signs with your logo, name, contact information, and slogan if you desire. Here are a couple of examples:



4418 Dixie Hwy, Ste 218 www.AlcatrazLouisville.com  
502-449-9952



10035 Dixie Hwy 502-632-2504  
www.mrgattispizza.com

All sponsors receive booth/table space, at no additional cost, to promote their business at the special events we have throughout the year. Events like Opening Day and our annual Carnival Day. This is a great time to hand out flyers and coupons, talk to the community about your business and the services you offer, and showcase and sell your items and products. Carnival Day has games like Speed Pitch, a Dunking booth for kids (including "big kids"), an auction in which all the league teams put together baskets with different themes, and much more. This is fun!!

Your consideration for sponsoring our league is greatly appreciated. As you can see, the investment comes with a very good return for your business. The cost is low and the return is high, even if all you consider is that you will be helping the kids. Please contact **Garrett Page** at [502-387-3354](tel:502-387-3354) or [pageg152@gmail.com](mailto:pageg152@gmail.com).

Thank You very much for your consideration.  
Prairie Village Baseball/Softball  
Tax Exempt Organization ~ 20-0710160

**METRO COUNCIL - CLERK'S OFFICE  
NEIGHBORHOOD DEVELOPMENT FUND**

**ORGANIZATION NAME:** Prairie Village Baseball/Softball

**TOTAL AMOUNT APPROPRIATED:** \$1,250.00

**DATE APPROPRIATION APPROVED:** 5/11/2022

<b>DISTRICT:</b>	<b>AMOUNT:</b>	<b>ACCOUNT:</b>
1		1103-105-0301-030102
2		1103-105-0302-030202
3		1103-105-0303-030302
4		1103-105-0304-030402
5		1103-105-0305-030502
6		1103-105-0306-030602
7		1103-105-0307-030702
8		1103-105-0308-030802
9		1103-105-0309-030902
10		1103-105-0310-031002
11		1103-105-0311-031102
12		1103-105-0312-031202
13		1103-105-0313-031302
14		1103-105-0314-031402
15		1103-105-0315-031502
16		1103-105-0316-031602
17		1103-105-0317-031702
18		1103-105-0318-031802
19		1103-105-0319-031902
20		1103-105-0320-032002
21		1103-105-0321-032102
22		1103-105-0322-032202
23		1103-105-0323-032302
24		1103-105-0324-032402
25	\$1,250.00	1103-105-0325-032502
26		1103-105-0326-032602

**METRO COUNCIL ORIGINATED NDF GRANT AGREEMENT**

**THIS AGREEMENT** made and entered into by and between the **LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT**, (hereinafter referred to as "Metro Government"), by and through its **OFFICE OF MANAGEMENT AND BUDGET**, and **PRAIRIE VILLAGE BASEBALL/SOFTBALL, 10009 STONSTREET ROAD, LOUISVILLE, KY 40272** (hereinafter referred to as "Grantee"):

**WITNESSETH:**

**WHEREAS**, the Grantee is in need of funds to carry out the activities outlined in the attached and incorporated Program/Project Budget; and

**WHEREAS**, Metro Government recognizes the importance of this program/project for meeting the needs of its citizens;

**NOW, THEREFORE**, it is mutually agreed by and between the Parties hereto as follows:

**I. GRANTEE'S SERVICES AND RESPONSIBILITIES:**

**A.** Grantee agrees to provide service under the terms of this Agreement and to implement and administer this **sponsorship** expenditure in accordance with the Program/Project Budget attached hereto as Exhibit A. For this type of award, Grantees with a religious affiliation are required to spend the award on Client Assistance activities, which shall not be limited to only members or participants of such religion. Additionally, Grantees with religious affiliation shall not require clients receiving assistance to participate in religious activities in order to receive services. Grantees with no religious affiliation may apply the award to direct expenses associated with the sponsorship event. Any changes to the Program/Project Budget must be approved in advance, in writing, by Metro Government. The Grantee's financial reports will be reviewed by Metro Government for the purpose of insuring that services provided are within the scope of this Agreement.

**B.** Grantee agrees to maintain, during the term of this Agreement, and retain not less than five years after completion thereof, complete and accurate records of all of Grantee's costs chargeable to Metro Government under this Agreement as well as all other funding sources for the event known as **Level 8 Sponsorship of the Prairie Village Baseball/Softball League**; and Metro Government shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or any public accounting firm selected by it. The records thus to be maintained and retained by the Grantee shall include (without limitation): (a) invoices for purchases, receiving and issuing documents, and all the inventory records for Grantee's stores, stock or capital items; and (b) paid invoices and cancelled checks for materials purchased, subcontractors, and any other third party charges. In addition, Grantee will retain all records pertinent to this Program/Project pertaining to participant records, statistical records, and supporting documents for the same period of time. Grantee will also conduct and retain client evaluation if Grantee provides Direct Client Services.

**C.** The award shall be paid in one lump sum. The Grantee shall be required and agrees to submit financial reports within thirty (30) days after the close of the sixty (60) days in which the Grantee must spend the full payment in accordance with section II.B. below.

The financial report shall account for all funds received and expended by the Grantee, and shall include (without limitation) copies of cancelled checks, invoices, and receipts. In addition, Grantee could be asked to provide documentation to support funding from other sources. All reports and correspondence shall be addressed to **Louisville/Jefferson County Metro Government, Office of Management and Budget, NDF Coordinator, 611 West Jefferson Street, Louisville, Kentucky 40202.**

## **II. PAYMENTS:**

**A.** Metro Government shall make payment for **sponsorship** expenditures through a one-time disbursement for the full amount of the Agreement.

**B.** The Grantee agrees to spend the total funds received in accordance with the Program/Project Budget within sixty (60) days and submit to Metro Government a financial report with supporting documentation to include (without limitation) copies of cancelled checks, invoices, and receipts within thirty (30) days after the close of the sixty (60) days as stipulated in section I.C. above.

**C.** The total amount payable under this Agreement shall not exceed the sum of **ONE THOUSAND, TWO HUNDRED AND FIFTY DOLLARS (\$1,250.00)**, and shall cover expenditures as specified in the Program/Project Budget of the Grantee.

**III. DURATION OF AGREEMENT:**

**A.** This Agreement shall become effective as of the **11<sup>th</sup> day of May 2022 and shall terminate on the 10<sup>th</sup> of July 2022** [sixty (60) days from the effective date or payment date]. Upon the termination date, any unspent Grant Funds held by Grantee or Grant Funds not used in accordance with the Program/Project Budget shall be returned to Metro Government within thirty (30) days of the termination date.

**B.** This Agreement may be terminated by submitting thirty (30) days' written notice to the non-terminating party of such intent to terminate. No matter who initiates the termination, the Grantee shall return all unspent funds to Metro Government, within thirty (30) days of the termination date.

**IV. AGREEMENT EXTENSIONS:**

**A.** Any award paid to the Grantee via one full payment must be spent by the end of the grant period as stipulated in section II.B. above. If Grantee is unable to spend the award within the grant period, the Grantee may request an extension. Such written extension request shall conform to this Section.

**B.** A written request for an extension must include the amount remaining to be spent, an explanation as to why the funds were not spent in accordance with the applicable deadlines

identified in this agreement, and an estimated date by which the remaining funds will be fully expended. The request should be submitted to the **Louisville/Jefferson County Metro Government, Office of Management and Budget, NDF Coordinator, 611 West Jefferson Street, Louisville, Kentucky 40202**. A Grantee may request an extension only once, and the extension will be in effect for no more than thirty (30) days. If, at the end of the extension period, the Grantee still has not fully expended the award, the Grantee will be required to return any unspent funds.

**V. ADDITIONAL COVENANTS AND REPRESENTATIONS OF GRANTEE:**

**A.** Grantee covenants that it has all necessary power, capacity and authority to execute and deliver this Agreement and to provide the services contemplated by this Agreement and the Program/Project Budget. Grantee further covenants that it is a duly organized and validly existing entity, is qualified to do business in the State of Kentucky, has full right, power and authority to enter into this Grant Agreement, and that the person signing on behalf of Grantee is authorized to do so.

**B.** Grantee covenants that the person executing this Agreement has the full and requisite power to legally bind the Grantee and no additional approvals are required.

**C.** Grantee agrees to expend all Grant Funds and to implement and administer the Program/Project strictly in conformity with the Program/Project Budget and this Agreement, and agrees not to deviate from the Program/Project Budget without the prior written agreement of Metro Government.

**D.** Grantee agrees that it shall implement and administer the Program/Project in compliance with all applicable laws, regulations and codes of the federal, state and local governments.

**E.** Grantee agrees that in the implementation and administration of the Program/Project it shall not unlawfully discriminate against any person by reason of race,



religion, color, sex, national origin, familial status, sexual orientation, gender identity, because the person is a qualified individual with a disability, is age 40 or over, is a smoker or non-smoker, or because of the person's Vietnam-era Veteran status.

**F.** Grantee covenants that this Agreement together with the Program/Project Budget is in all respects the legal, valid and binding obligation of the Grantee and the performance of the Program/Project and the compliance with the terms of this Agreement does not and will not violate any existing provisions of the Grantee's articles of incorporation, by-laws or other agreements of organization.

**G.** Grantee covenants that neither this Agreement, the Program/Project Budget, the grant application or any other document submitted to Metro Government in support of this grant contains any untrue statement of any material fact or omits to state any material fact necessary to make the statements contained therein, and further that there is no fact known to the Grantee that materially and adversely affects, or in the future could materially and adversely affect the ability of the Grantee to implement and administer the Program/Project.

**H.** Grantee agrees to publicly acknowledge that Metro Government has provided partial funding for the program or project.

**VI. HOLD HARMLESS:**

The Grantee shall indemnify, hold harmless, and defend Metro Government, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from Grantee's (or Grantee's subcontractors, if any) performance or breach of this Agreement provided that such claim, damage, loss or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of Metro Government or

its elected and appointed officials and employees acting within the scope of their employment. In addition, the Grantee shall repay all Grant Funds disbursed by Metro Government to the Grantee if a court of competent jurisdiction enters a final, unappealable order that the appropriation that funded the Grant Funds was an unlawful appropriation of public funds under the Kentucky Constitution or the Kentucky Revised Statutes. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Agreement.

**VII. DEFAULT:**

Each of the following events or occurrences shall constitute an event of default under this Agreement:

- A.** Declaration of Bankruptcy of Grantee.
- B.** Failure to administer and implement the program or Project in conformity with this Agreement and the Program/Project Budget.
- C.** Failure to submit the financial reports required by Section I.C. of this Agreement in accordance with the established reporting schedule, or to furnish any additional information to Metro Government if required pursuant to Section I.B. of this Agreement.
- D.** Disclosure or discovery that the covenants and representations made by the Grantee in this Agreement, the Program/Project Budget, the grant documents submitted in support of this Grant is, was, or shall be false or misleading in any material respect.
- E.** Disclosure or discovery that goods purchased with Grant Funds have not been used in accordance with the Program/Project Budget. In such cases, Grantee shall return said goods to Metro Government or return the amount of the Grant Funds.

**VIII. REMEDIES OF METRO GOVERNMENT UPON EVENTS OF DEFAULT:**

Upon the occurrence of an event of default, Metro Government, in its sole discretion and without notice to the Grantee, may at any time exercise any one or more of the following rights and remedies:

**A.** Immediately terminate or suspend the Grant, by written notice, after which Metro Government shall be under no obligation to advance any undisbursed Grant Funds to the Grantee.

**B.** Immediately suspend the Grantee from receiving future NDF awards until all Default events have been satisfied.

**C.** Commence an appropriate legal or equitable action to enforce the Grantee's performance of the terms, covenants and conditions of this Agreement or the Program/Project Budget.

**D.** Declare all Grant Funds previously disbursed to the Grantee to be immediately due and payable in full, without any presentment, demand or notice of any kind, all of which are hereby waived by the Grantee.

**E.** Commence appropriate legal or equitable action to enforce the rights and remedies of Metro Government, or any one or more of them, pursuant to the terms, covenants and conditions of this Agreement.

**F.** Exercise any other rights or remedies that may be available to Metro Government pursuant to this Agreement or under applicable laws.

**IX. EMPLOYER/EMPLOYEE RELATIONSHIP**

It is expressly understood that no employer/employee relationship is created by this agreement nor does it cause Grantee to be an officer, official, or agent of Metro Government.

**X. GOVERNING LAW**

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.

**XI. ENTIRE AGREEMENT**

This Agreement constitutes 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.

WITNESS the agreement of the parties hereto as attested by their signatures affixed hereon, this 21 day of June, 2022.

**APPROVED:**

**LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT:**

**(Office of Management and Budget)**

By: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved as to form:**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature**

Date: \_\_\_\_\_

**APPROVED:**

**GRANTEE:**

**(Prairie Village Baseball/Softball)**

By: Tori Reynolds  
(Print Name)

Title: Board Member

Signature: Tori Reynolds

Agency Tax ID # 20-0710160

Date: 6/21/2022

**EXHIBIT A**  
**PROGRAM/PROJECT SUMMARY**

**I. GRANTEE INFORMATION:**

- A. Name/Organization:
- B. Address:
- C. Phone Number:
- D. Email:

**II. PERSON RESPONSIBLE FOR FINANCIAL REPORTING:**

- A. Name:
- B. Address:
- C. Phone Number:
- D. Email:

**III. PERSON TO WHOM THE CHECKS WILL BE SENT:**

- A. Name:
- B. Address:
- C. Phone Number:

**IV. STATE SPECIFIC ACTIVITY FOR WHICH FUNDS WILL BE USED:**

(List Measurable Outcomes which you will work toward in this program/project. Add another page if needed.)

**V. LIST GOALS AND OBJECTIVES FOR THE OUTCOMES LISTED ABOVE:**

(Add another page if needed.)

**VI. PROGRAM/PROJECT BUDGET SUMMARY**

<b>NDF GRANT PROGRAM/PROJECT BUDGET</b>			
<i><b>Budget Category</b></i>	<i><b>Metro Funds</b></i>	<i><b>Non-Metro Funds</b></i>	<i><b>Total</b></i>
Client Assistance, Attach Detailed List:			
Community Events and Festivals, Attach Detailed List:			
<b><i>TOTAL:</i></b>			

\*\*\* Metro total MUST match grant allocation.

### Detail List for Budget Category – Client Assistance

Detail for <b>CLIENT ASSISTANCE</b> identified in the Budget above. Use multiple sheets if necessary	Metro Funds	Non-Metro Funds	Total
<b>TOTAL:</b>			



<b>Detail List for Budget Category – Community Events &amp; Festival</b>			
<b>Detail for COMMUNITY EVENTS &amp; FESTIVAL identified in the Budget above. Use multiple sheets if necessary</b>	<b>Metro Funds</b>	<b>Non-Metro Funds</b>	<b>Total</b>
<b>TOTAL:</b>			

**VII. DOCUMENTATION OF NON-PROFIT STATUS:**

- A. Provide a copy of your Articles of Incorporation.
  
- B. Provide a copy of your 501(c)(3) determination letter from the IRS.
  
- C. Provide a copy of your most recent financial statement.

**VIII. RELATIONSHIP DISCLOSURE**

List below any relationship you or any member of your board of directors or employees has with any Metro Council Member, Council Member's family, Council Member's staff or any Metro Government employee:

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