



700 West Liberty Street | Louisville, KY 40203-1911
Phone: 502.540.6000 | LouisvilleMSD.org

4/7/2025

Subject: Community Benefits Program Updates

Dear Beneficiaries,

Thank you for your participation in the Community Benefits Program. We appreciate your patience as the Program continues to grow.

As you likely know, the Louisville and Jefferson County Metropolitan Sewer District's ("MSD") Community Benefits Program is a voluntary program in which commitments include a financial contribution, volunteer hours, and/or in-kind service to non-profit organizations and/or schools in MSD service areas with corporate focuses on workforce development, economic development, and education. Through MSD's procurement process, we invite all firms to participate in the Community Benefits Program and adhere to all policies and procedures implemented by the agency. MSD's goal is to continuously work together to strengthen partnerships and make positive impacts in the community. MSD strives to continue to provide equitable programs to strengthen the community. MSD continues to seek ways to enhance its offerings to be good neighbors to the communities it serves.

Community Benefits Program Policy Updates

Please be advised that MSD has made some changes to its Community Benefits Program. The changes include requiring a beneficiary Statement of Understanding, renewable annually, for active status in the program. Among the requirements detailed in the Statement of Understanding, beneficiaries must provide timely report verification and ensure that commitments make measurable impacts to specific education, workforce development, and/or economic or small business development programs. Beneficiaries must remain in good standing to continue to participate in the program. ***The attached Statement of Understanding must be signed and returned by July 1, 2025 to communitybenefits@louisvillemsd.org.*** Beneficiary active status will be published at most, on a quarterly basis.

Community Benefits Program Reminders

Over the course of the program, MSD has made updates to Community Benefits Program policies. Below are reminders of past updates that may be helpful. In addition, enclosed is the Community Benefits Program Vendor Compliance Documentation for reference.

Letter of Intent

The Letter of Intent was updated to include MSD Disclaimer of Responsibility language and beneficiary obligations. Firms and beneficiaries must use the updated Letter of Intent.

MSD Service Area

Since November 2022, the MSD Community Benefits Program has grown as the MSD service area has regionalized, providing services to Bullitt and Oldham Counties. Community Benefits commitments shall likewise support the project service area (if the project is in Bullitt, Jefferson, or Oldham Counties, the commitment(s) shall support residents of Bullitt, Jefferson, or Oldham Counties, respectively).

Community Benefits Program Updates
April 7, 2025
Page 2

Please contact Erin Wagoner at 502.540.6307 and Shelby Wilson at 502.540.6303 if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Sharise A. Horne". The signature is written in a cursive, slightly stylized font. It is contained within a thin black rectangular border.

Sharise Horne
Chief of Equity & Community Partnerships

SL

Attachments: Community Benefits Program Vendor Compliance Documentation; Beneficiary Statement of Understanding; Letter of Intent

cc: Erin Wagoner, Shelby Wilson



COMMUNITY BENEFITS PROGRAM

COMPLIANCE
DOCUMENTATION

Sharise Horne
Chief of Equity & Community Partnerships

COMMUNITY BENEFITS PROGRAM VENDOR COMPLIANCE DOCUMENTATION

To validate your contribution, MSD requires specific documentation of all financial contributions, in-kind contributions, and volunteer hours by beneficiary for each reporting period.

Regardless of the type of contribution (Financial, In-Kind, or Volunteer Hours), **all community benefits commitments must:**

- Directly benefit the communities, neighborhoods, and/or residents served by or impacted by MSD.
- Support nonprofit or schools within MSD's service area.
- Not go to, nor benefit any Public Official, MSD Board Member or employee, or otherwise conflict or violate provisions of MSD's Ethic Policy.
- Be separate from and in addition to any regulatory or legal requirements related to the Agreement.
- Delivered at zero-dollar cost to MSD.

Financial Contributions:

Financial contributions are the donation of funds by the vendor. For financial contributions, MSD requires:

- A **letter from the beneficiary organization** acknowledging receipt of the financial contribution(s) detailing the following:
 - Description of the intended use of the contribution.
 - Amount donated.
 - Date received.
- A **copy of a check, check stub, credit card statement, or proof of electronic funds transfer.**

In-Kind Contributions:

In-Kind donations are the donation of goods & services by the contractor. For in-kind contributions, MSD requires:

- A letter from the beneficiary organization acknowledging receipt of the goods detailing the following:
 - Description of the goods.
 - Date received.
- The value of the goods verified through either:
 - A copy of a receipt, check, check stub, credit card statement, or proof of electronic funds transfer to purchase the good or

- An agreed upon good faith estimate of the value of the good validated by the beneficiary and included in the beneficiary letter, consistent with IRS guidelines and estimator.

Volunteer Hours

Volunteer hours are the donation of services by employees of the contractor. For volunteer hours, MSD requires:

- A letter from the beneficiary organization:
 - The name of the organization, program, event, or activity.
 - The total number of hours volunteered by the firm.
 - The date the volunteer hours were performed.
- Administrative Hours
 - A limited number of administrative hours may be requested to support volunteer commitments.
 - All administrative hours, including a description, must be submitted in advance with the Community Benefits Plan and Summary Tables for approval by the Community Benefits team.
 - Administrative hours may include time directly associated with volunteer commitments (i.e., beneficiary-required program registrations, forms)
 - Administrative time is only allowable for hours directly related to administration of volunteer programs (i.e. volunteer preparation, travel time, background checks, and registration) and may not be used for program compliance or other program areas (i.e., reporting, financial contributions, and in-kind contributions).
 - A claim or submittal of administrative hours more than the approved amount will not be credited and could result in non-compliance.
- Volunteer Hours
 - Volunteer hours must be for structured and scheduled volunteer events that are hosted by the beneficiary.
 - All volunteer hours effective for plans approved after July 1, 2025, must be accounted for through Mobile Serve records, which the beneficiary must verify. This includes the following:
 - Name and number of employees
 - Volunteer hours associated with each employee
 - Total value of volunteer hours calculated at the standard MSD volunteer rate of \$80/hour.
 - Travel time may not be included in volunteer hours.
 - Where volunteers are not employees of the firm or sub-consultant, external volunteer hours outside the vendor's organization must be estimated and approved in advance by the Community Benefits Team and through the letter of intent with the beneficiary.
 - Volunteer hours may include virtual trainings based on beneficiary need/approval, for example, presenting virtual workforce development or educational support.

➤ Volunteer Hour Maximums

- Due to the nature and limited time of MSD's projects, and the limited capacity of beneficiaries to manage volunteers, volunteer hours proposed more than maximum thresholds in this policy are not allowable.
- The number of volunteer hours (hours volunteered x \$80/hour) shall not exceed 1,250 hours (\$100,000.00).

Reporting

The firm is required to report bi-annual and annual commitments via MSD's approved reporting mechanism.

Tips & Suggestions



For substantial contributions of any kind, the firm should provide the draft LOI as part of the proposal plan package.



Please only submit relevant receipts but enough to substantiate the contribution. The goal is to create an auditable paper trail that documents the firms' contributions.



Please do not hesitate to reach out to the Community Benefits staff for help by emailing communitybenefits@louisvillemsd.org.



Ensure that you are using the most recent Beneficiary List.



Converse with beneficiaries that the point of contact is in a decision making authority.



700 West Liberty Street | Louisville, KY 40203-1911
Phone: 502.540.6000 | LouisvilleMSD.org

MSD COMMUNITY BENEFITS PROGRAM STATEMENT OF UNDERSTANDING

An authorized representative of the Beneficiary must acknowledge by their signature below within 30 days of onboarding that they understand and agree to the following statements:

- The MSD Beneficiary training presentation has been viewed and any questions regarding the same have been answered.
- The CB Request Form has been completed.
- Any and all documents required by MSD and the committing Firm have been read and signed.
- All commitments shall support only those non-profit organizations and schools within the MSD service area wherein the MSD project is performed (i.e., only those organizations and schools within Jefferson County shall benefit from a MSD project performed within Jefferson County).
- Reporting requirements, as outlined in the letter of intent, will be followed:
 - Firms are required to submit Annual & Biannual Reports
 - Beneficiaries must approve the Firm's reports to confirm receipt of contribution
 - Reporting requirements are time-sensitive
- Photos submitted as part of reporting may be used by MSD.
- The Beneficiary's activities are nonprofit, charitable, or nonprofit/charitable-related.
- The Beneficiary will ensure that commitments will support services in the area(s) of education, workforce development, and/or economic development.
- The Beneficiary acknowledges that it has no personal or financial relationship with the Firm (including its officers, directors, and key employees) or with MSD (including employees and Board members) that would give rise to an actual or potential conflict of interest.
- In the event of a potential or actual conflict of interest, the Beneficiary will immediately provide written notice to the Firm and MSD.
- Whether a conflict of interest exists is within the discretion of MSD.
- CB commitments are separate from and in addition to any regulatory and legal requirements related to the letter of intent between the Firm and the Beneficiary.
- The Beneficiary will not receive any financial contribution from MSD.
- The Beneficiary will contribute to the Community Benefits Newsletter as outlined in the letter of intent with the Firm.

- MSD (via communitybenefits@louisvillemtd.org) will be provided updated contact information from the Beneficiary within five days of any change thereto.
- The Beneficiary will remain in good standing throughout the course of the project as a non-profit organization, certified 501(c)(3), and/or school and will report to the Firm and MSD within five days of any change to this good-standing status.
- The Beneficiary's participation in the program is not intended to nor does it create a contractual relationship between the Beneficiary and MSD.
- The Beneficiary will sign the Statement of Understanding on an annual basis by December 31 of each calendar year.

 (Signature of Authorized Representative)

Title: _____

Date: _____

IN WITNESS WHEREOF, the above has affixed their signature this _____ day of _____, 20____, on behalf of _____.
 (Beneficiary name)

 STATE OF _____

COUNTY OF _____

NOTARY ID: _____

LETTER OF INTENT

Enter a date.

Company

[Firm Name]
[Firm Street Address]
[Firm City, State Zip]

[Name of Contact for Beneficiary Organization]
[Beneficiary Organization Name]
[Street Address]
[City, State Zip]

Dear: [Name of Contact for Beneficiary Organization]:

[Firm Name] is pleased to be able to support [Beneficiary Organization] in its mission to [Beneficiary Organization’s Mission]. We will be providing [Total value of Financial, Volunteer or In-kind Commitment] for [Time Frame] to support its [Program Name] located in Choose an item. [Provide additional details about the program if applicable, such as names of schools, name of neighborhoods that will be served, etc.] Enclosed is a detailed scope of work and budget.

As a condition of this contribution, [Firm name] requests two written annual reports due on Enter a date that include the following information [include only relevant metrics]:

- Program Name
- Summary of Activities and Outcomes Completed
- Counties Served
- Cities Served
- Zip codes
- Number of Community-Based Organizations served
- Name of Community-Based Organizations served
- Number of Schools served
- Name of Schools served
- Number of Youth Participants (under age 18)
- Number of Adult Participants (age 18 and over)
- Participants’ Gender
- Participants’ Ethnicity
- Number of businesses served
- Name of businesses served
- Number of Events participated in
- Name of Events participated in
- Number of Workforce Trainees
- Total Workforce Trainee Hours
- Names of Trainee Participants
- Qualitative information such as stories, quotes and pictures

In addition, [Firm Name] may request a mid-year and end of the year in-person meeting to discuss progress and receive updates on the program. Failure to comply with the requirements of the program, including, but not limited to, the reporting obligations above, may result in revocation of your organization's eligibility.

We look forward to partnering with [Beneficiary Organization] on this community effort. For any questions, please contact [Firm's Community Benefits Coordinator or Executive in charge] at [Phone Number].

(FIRM SIGNATURE OF AUTHORIZED REPRESENTATIVE)

(BENEFICIARY SIGNATURE OF AUTHORIZED REPRESENTATIVE)

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

cc: Shelby Lockhart, Community Benefits Administrator, Louisville Metropolitan Sewer District
Erin Wagoner, Community Benefits & Partnerships Manager, Louisville Metropolitan Sewer District
Sharise Horne, Chief of Community Benefits & Partnerships, Louisville Metropolitan Sewer District

Attachments [#]

1. [Name of Attachment – work with Non-profit or School Beneficiary to develop detailed scope of work]

MSD Disclaimer of Responsibility

The Louisville and Jefferson County Metropolitan Sewer District ("MSD") participation in and obligation for Community Benefits Program ("Program") is limited to the administration of, compliance and enforcement of the Program. MSD shall not have any control or direction over the manner, methods or means by which the Vendor or its subcontractors perform any functions, services or work on behalf of the Beneficiary. Except as set forth in MSD's Procurement Regulations and Community Benefits Program documents, MSD does not assume or accept any responsibility for:

- (1) any contractual relationship between the Vendor and Community Benefits Beneficiary (hereinafter referred to as the "Parties"); or
- (2) any and all claims, demands, obligations, liability or damages arising out of, in connection with or related to: (a) the Vendor's participation in the Program; (b) any contract, duties, obligations or any other matters agreed to by the Parties; (c) any services including but not limited to performance or non-performance by the Vendor whether such claims, demands or actions are brought in tort, contract, law or equity; or
- (3) any liability arising from the alleged negligence or fault of the Vendor in whole or part, as well as any claims arising therefrom for death, disability, personal injury, property damage, or actions of any kind which may occur due to the existence of; or use of any donated property, products, goods, or services, whether such claims, demands, or actions are brought in tort, contract, law, or equity.