

REGRANT AGREEMENT

(On Common Ground: Activating Community Connections through Parks)

THIS REGRANT AGREEMENT ("Agreement") is made and entered into this 30th day of April 2023, by **Trust for Public Land**, a California nonprofit corporation and U.S. tax-exempt public charity ("TPL") with its principal place of business at 23 Geary Street, Suite 1000, San Francisco, CA 94108, to **Lexington Fayette Urban County Government**, ("Grantee") with the address of 200 East Main Street, Lexington, KY 40507, to advance TPL's program, On Common Ground: Activating Community Connections through Parks.

WHEREAS, the Grantee is a political subdivision of Kentucky;

WHEREAS, the mission of TPL is to create parks and protect land for people, ensuring healthy, livable communities for generations to come; and

THEREFORE, Grantee and TPL (collectively the "Parties") agree to the following:

1. **Regrant Amount.** TPL shall grant to Grantee the sum of **\$23,600** ("grant"), which shall be disbursed upon execution of this Agreement, receipt of an invoice Grantee with its ACH/wire electronic payment information, and a completed W-9 from Grantee.

The grant is comprised of \$20,000 for an activation grant and \$3,600 for flights and incidental travel expenses related to Grantee's participation in Welcoming Interactive to be held on April 26-28, 2023. If Grantee does need spend the full \$3,600 on flights and incidental travel expenses, the Grantee may apply any remaining funds to its activation project. Should Grantee's air travel and incidental travel expenses exceed \$3,600, the Grantee must submit such additional expenses to TPL for written approval.

2. **Grant Activities.** Grantee shall use the grant for the activities detailed **Exhibit A**, which is incorporated into and made a part of this Agreement ("grant activities").

3. **Term.** The term of this Agreement shall commence upon execution of this Regrant Agreement, and shall continue through June 1, 2024, unless this Agreement is terminated or extended in accordance with the provisions of this Agreement.

4. **Reporting.** The Grantee shall submit a final progress report to TPL at least two weeks' prior to the end of the Agreement term. Reports shall include a narrative description of Grantee's accomplishments and a financial report.

5. Conflict of Interest. During the term of this Agreement, the parties agree not to undertake any responsibilities or engage in activities which may conflict with or be detrimental to the success of the success of the grant activities. Further, the parties shall disclose to one another any situation which may reasonably present a conflict of interest, and shall mutually and in good faith attempt to resolve any apparent or perceived conflict of interest. If the conflict cannot be resolved between the parties, either party may terminate this Agreement effective on the day notice is sent.

6. Intellectual Property. All intellectual property interests, including copyright interests, in materials produced as a result of this grant ("Materials") are jointly owned by the Grantee and TPL.

7. Acknowledgement of the Grant and Publicity. Grantee agrees to acknowledge TPL's support in all public announcements, news features, publications or other media information related to the grant activities, and to provide a copy of all such published materials to TPL.

Grantee gives its permission to TPL to use any photographs and information related to the grant activities for any purpose that supports TPL's mission including, but not limited to, materials used for educational, promotional, commercial, advertising or fundraising. In addition, Grantee shall also ensure that it has obtained releases (such as model releases for photographs) and authorizations from third parties that permit TPL to publicize any information provided by Grantee. Grantee further authorizes, consents and allows TPL to use images, photographs and videos taken of Grantees' representatives at the Welcoming Interactive conference and event, now and in the future, for any purpose that supports TPL's mission, including, but not limited to materials used for educational, promotional, commercial, advertising or fundraising purposes.

8. Lobbying Prohibition. The grant may not be utilized for any lobbying activities or to influence legislation as defined in Section 501(c)(3) of the IRS Code, and may not be used to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, nor to take any other action inconsistent with Section 501(c)(3) of the Code.

9. Disclaimer of Liability. Each party assumes no responsibility or liability for the actions of the other party in implementing its roles and responsibilities pursuant to this Agreement.

10. Compliance with Laws. Grantee will comply in full with all applicable federal, state, and local laws and regulations and rules of governmental agencies and bodies relating to Grantee's

acceptance and use of the grant, including those that govern gifts, donations, contributions, expenditures, and anything else of value that benefit, directly or indirectly, public officials.

Grantee agrees to notify TPL immediately: (a) of any conduct on Grantee's part that may be in violation of any applicable federal, state and local laws and (b) if Grantee receives notice of, or otherwise becomes aware of, any actual or threatened investigation, action, litigation, or disciplinary or other proceeding of which Grantee is or may be a subject in connection with the grant and to the extent permitted by applicable law, shall provide TPL with all written notices and communications received by Grantee relating to any such investigation, action, litigation, or disciplinary proceeding.

11. Termination. If Grantee fails to comply with any term or condition in this Agreement, TPL may terminate this Regrant Agreement after giving written notice to Grantee and permitting the Grantee fourteen (14) days to cure any deficiencies. In event of a termination, the Grantee shall return all unspent funds to TPL.

12. Entire Agreement. This Agreement sets forth the entire understanding of the parties concerning the grant activities and supersedes all prior or contemporaneous communications and negotiations, both oral and written relating to this Agreement. Neither party may assign, transfer or sublicense its rights under this Agreement nor any right granted herein. This Agreement may be modified, amended, or extended only by written agreement by both parties.

13. Multiple Originals/Electronic Signatures. Electronic signatures of or on behalf of either party to this Agreement shall be effective for all purposes, including delivery, as an original. This Agreement may be executed in multiple originals, which shall be deemed to be one document.

[Signatures on next page]

IN WITNESS WHEREON, TPL and Grantee have caused this Regrant Agreement to be made as of the day and year first written above.

TRUST FOR PUBLIC LAND

GRANTEE

By: 

By: 

Trust for Public Land

Cary Simmons

Director of Community Strategies

1218 3rd Avenue, Suite 1700

Seattle, WA 98101

Date: 5/12/2023

Date: 4-30-2023

EXHIBIT A
GRANT ACTIVITIES
Welcoming Interactive

- Grantees' representatives will be expected to attend all TPL training and conference events in San Jose from 8:30am on Wednesday, April 26, through 9pm on Thursday, April 27. TPL will offer optional programming Friday morning, April 28, for any Grantees' representatives that are available.
- Each participant will have a travel budget of \$1,200 for airfare and incidentals (Lyft/Uber, public transit fares, and snacks in addition to the meals provided by TPL at the conference).
- Hotel rooms will be provided for each participant on Tuesday night, April 25, through Thursday night, April 27, at the Signia by Hilton at 170 S. Market St., San José, CA 95113, 408-998-1900. If participants wish to extend their stay, they are free to book additional nights at their own cost.
- \$3,000 for airfare to San Jose, calculated at \$1000/attendee. If air travel costs exceed \$3,000 total, please contact TPL before booking.
- Hotel costs for lodging in San Jose will be pre-booked by TPL at no cost to Grantees, but Grantees will be responsible for any incidental costs at hotel.
- \$600 for incidentals for travel to San Jose April 25-28. Incidental costs include \$200 per attendee to cover Lyft/Uber, public transit fares, and snacks in addition to the meals provided by TPL at the conference.

Coordination and administration

- Grantee commits to attending eight to ten (8-10) recurring check-ins with TPL, peer grantees and TPL's partners, Welcoming America and University of Massachusetts Amherst, from May 2023 through June 2024
- Grantee commits to develop a plan for leveraging four to six (4-6) hours of technical assistance with TPL partners to be used between May and October 2023.

Communications and Marketing

- At least one and up to three participants from each Grantee city will participate in seven (7) hour communication training offered by The Op-Ed Project by December 31, 2023, and will produce one (1) op-ed, blog post, or newsletter detailing their experience, insights, and learning from participation in the On Common Ground program.

- Grantee will provide 10-20 photographs of their project activities to TPL by October 1, 2023, and grantee authorizes, consents and allows TPL to use images, photographs and videos taken of project activities as well as of grantees' representatives at the San Jose event, now and in the future, for any purpose that supports TPL's mission, including, but not limited to materials used for educational, promotional, commercial, advertising or fundraising purposes.
- Grantees will be available to participate in up to two (2) hours of presentation on TPL's national webinar series, Park Bench Chat
- Grantees will recognize TPL in appropriate project communications with the following language: "On Common Ground, a project of the Trust for Public Land" and TPL's logo.

Project implementation

- Grantee commits to implementing their project as submitted to TPL in the application process. Any major deviations from the proposed project must be approved by TPL in writing.
- At least one Grantee from each city will participate in evaluation activities including:
 - Learning & Evaluation professional development: TPL's Director of Learning and Evaluation will lead one to two (1-2) hours of evaluation training on conducting project evaluation
 - On Common Ground program evaluation: one to two (1-2) hours of availability to provide feedback and user data on experience participating in On Common Ground, including but not limited to focus groups, one-on-one interviews, and completing surveys.
 - Grantees project evaluation: two to four (2-4) hours of project evaluation, which may include collecting surveys, conducting interviews of community members, and gathering community stories and artifacts.