



GRANT AGREEMENT

To acknowledge this agreement, to accept the grant and to receive funds, return a signed copy of this Grant Agreement.

Funding Partner: Lexington Fayette Urban County Government
200 E. Main Street
Lexington, KY 40507

Amount: \$21,966.42

Purpose: Funds are to be used exclusively for lighting enhancements at Isaac Murphy Memorial Art Garden.

Grant Period: December 1, 2024 – November 30, 2025

Funding Partner Agrees:

1. All grants are made in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued thereunder.
2. Funding Partner agrees that grant funds are to be used exclusively to support the above stated grant purpose.
3. Because Organization is not recognized by the Internal Revenue Services as a public charity in sections 501(c)(3) and 509(a)(1) of the Internal Revenue Code of 1986 as amended, Funding Partner agrees to keep all grants funds segregated continuously in a separate fund dedicated to the purposes of the grant, and no part of this grant may be used for Funding Partner's general operating purposes.
4. This grant is an "expenditure responsibility grant" within the meaning of section 4945(h) of the Code. Thus, Blue Grass Community Foundation must (1) see that the grant is spent solely for the purposes it is made; (2) obtain full and complete reports from the Funding Partner on how funds are spent; and (3) make full and detailed reports with respect to such expenditures to the Internal Revenue Service. By accepting this grant, Funding Partner agrees to cooperate fully with Blue Grass Community Foundation to assure that BGCF is able to satisfy all of the requirements of an "expenditure responsibility" grant in accordance with section 4945(h) of the Code and the regulations thereunder.
5. Funding Partner agrees that grant funds are prohibited from being used to influence legislation.
6. Funding Partner agrees not to assign, or otherwise transfers, your rights or delegate any of your obligations under the grant without prior written approval from Blue Grass Community Foundation.
7. Funding Partner agrees to keep record of all receipts and expenditures relating to this grant and to provide Blue Grass Community Foundation with a written report

summarizing the project at the end of the grant period. The Funding Partner's report should fully describe the activities and impact of the grant project, as well as include a detailed accounting of the uses or expenditure of all grant funds.

8. Funding Partner agrees to provide any other information reasonably requested by Blue Grass Community Foundation.
9. Funding Partner is required to keep the financial records with respect to this grant, along with copies of any reports submitted to Blue Grass Community Foundation, for at least four years following the year in which all grant funds are fully expended.
10. Funding Partner agrees that Blue Grass Community Foundation reserves the right to discontinue, modify or withhold any payments to be made under this grant award or to require a total or partial refund of any grant funds if, in BGCF's sole discretion, such action is necessary: (1) because Funding Partner has not fully complied with the terms and conditions of this grant; (2) to protect the purpose and objectives of the grant or any other charitable activities of BGCF; or (3) to comply with the requirements of any law or regulation applicable to the Funding Partner, BGCF, or this grant.
11. Funding Partner agrees to return any unexpended grant monies to Blue Grass Community Foundation at the end of the grant period.
12. Funding Partner agrees that any grants that it awards from the grant funds are subject to all of the above stated rules.
13. In all public communications and promotion, Funding Partner agrees to acknowledge Friends of the Isaac Murphy Memorial Art Garden as underwriters of the charitable project.
14. The undersigned certify that they are duly elected and authorized as officer of the Funding Partner and that, as such, is authorized to accept this grant on behalf of the Funding Partner, to obligate the Funding Partner to observe all of the terms and conditions placed on this grant, and in connection with this grant to make, execute and deliver on behalf of the Funding Partner all grant agreements, representations, receipts, reports and other instruments of every kind.

Linda Gorton
(Signature, Authorized Representative of LFUCG)

AmSh
(Signature, Authorized Representative of BGCF)

Linda Gorton, Mayor
(Print or Type Name and Title)

Lisa Adkins, President & CEO
(Print or Type Name and Title)

Lexington-Fayette Urban County Gov't
(Organization)

Blue Grass Community Foundation
(Organization)

11/19/2024
(Date)

11/8/2024
(Date)