

250 LEX CULTURAL GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the ~~xx~~ ^{26th} day of ~~month~~ ^{July}, 2024) by and between the LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government") on behalf of the 250 Lex Commission ("250 Lex"), Blue Grass Community Foundation ("BGCF"), and CENTRAL KENTUCKY YOUTH ORCHESTRA (hereinafter "Organization"), of 161 N. Mill St., Lexington, KY 40507, Fayette Co. (collectively the "Parties").

WITNESSETH:

WHEREAS, in preparation for the 250th anniversary of the founding of the City of Lexington, Kentucky, the Mayor identified new, related projects and programming as a priority for the celebration of the anniversary ("Anniversary Celebration"); and

WHEREAS, Organization is a qualified incorporated non-profit organization that has provided outstanding activities for the citizens of Fayette County; and

WHEREAS, BGCF will distribute funding for the Anniversary Celebration;

WHEREAS, Organization accordingly enhances the environment of Lexington; and would be an appropriate recipient of funding related to the Anniversary Celebration;

WHEREAS, Organization has requested funding for a specific project and/or programming related to the Anniversary Celebration; and

WHEREAS, 250 Lex Commission has selected the Organization based upon their proposal for a project and/or programming related to the Anniversary Celebration; and

WHEREAS, the Organization, BGCF, and LFUCG wish to perform under the terms and conditions of this Agreement.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, THE PARTIES AGREE AS FOLLOWS:

1. **Amount and Intended Use of Grant Funds.** Government/250 Lex hereby directs a grant in the sum of \$17,500 (SEVENTENN THOUSAND FIVE HUNDRED DOLLARS) to Organization for the following project or programming as detailed in their 250 Lex Cultural Grant Application with the grant to be distributed by BGCF:

Funding will enable the 76-year-old youth orchestra to commission a 10-minute orchestral suite with a choral section that can be extracted as Lexington's official city anthem. For the project, they will enlist a composer and poet with local connections to compose a unique and evocative musical tribute, drawing inspiration from the city's history, landmarks, cultural diversity, and collective achievements.

If any significant changes in the scope or direction of the project, the legal status of Organization, or Organizations ability to expend the grant for its intended charitable purpose should arise, notification and approval must be received from 250 Lex. No additional funds will be awarded in the event of an increase in costs from the original proposal.

Unless otherwise agreed upon by the parties, in writing, if the grant funds are used by the Organization for a purpose other than the project or programming provided for in their proposal, Organization shall be liable for the total grant amount, and shall refund the grant to BGCF.

2. **Finalization of Agreement.** Organization shall return this Agreement to Heather Lyons, Mayor's Office, within sixty (60) days of the award of funding. If Organization fails to sign and return this Agreement within 60 days, Organization shall be deemed to have forfeited the Grant Funds.
3. **Receipt of Funds.** Upon receipt of an invoice received prior to December 30, 2024, BGCF shall issue the first grant payment on January 10, 2025, in an amount of \$14,000 (FOURTEEN THOUSAND DOLLARS). The final payment of \$3500 (THREE THOUSAND FIVE HUNDRED DOLLARS) will be payable within thirty (30) days of receipt of a Final Report and invoice, which must occur on or before December 1, 2025.
4. **Required Documentation.** A Status Report and an invoice will be required for disbursement of the first payment. A final report and invoice will be required for disbursement of the final payment. Invoices and reports shall be provided to Heather Lyons, Mayor's Office, at least two weeks prior to the payment date listed above. Final payments will only be paid upon completion and initial presentation of the project. For projects such as exhibits, final payments will be available upon the initial opening of the exhibition.
5. **Project Completion.** All projects and programming shall be completed and presented and/or available to the public on or before December 31, 2025.
6. **Non-Discrimination.** Grant recipients agree to ensure that projects and presentations are inclusive, and that information about opportunities and access to participate or benefit from the project are distributed widely throughout diverse communities. Organization shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, sexual orientation, gender identity, or age between 40 and 70; promote equal employment through a positive, continuing program of equal employment and cause each of its subcontracting agencies to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
7. **Public Acknowledgement.** In any written or oral communications, and in all promotional and marketing materials and at live events, the Organization shall acknowledge and credit 250Lex with approved 250Lex logos and statement, which will be digitally provided to grant recipients.

8. **No Assignment; No Third Party Rights.** Organization may not assign any of its rights and duties under this Agreement without the prior written consent of BGCF and LFUCG. This Agreement does not create a contractual relationship with or right of action in favor of a third party against either Organization, BGCF or LFUCG.
9. **Kentucky Law and Venue.** This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in the Circuit Court of Fayette County, Kentucky.
10. **Waiver.** The waiver by either party of any breach of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision.
11. **Entire Agreement; Amendments.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter. By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement of Lexington, Fayette County, Kentucky, this the day and year first above written.

LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT

By: 
Linda Gorton, MAYOR

By: 
Lisa Adkins, President and CEO
Blue Grass Community Foundation

By: 
Amelia Groetsch
Central Kentucky Youth Orchestra

ATTEST:

CLERK OF URBAN COUNTY COUNCIL

Please type or print clearly:

Project Name: CKYO Lexington Anthem & Orchestral Suite

Project Director Name: Amelia Groetsch

Project Director Phone: 859-254-0796

Project Director Email: ckyo@ckyo.org

Applicant Name or Organization: Central Kentucky Youth Orchestras

Fiscal Agent Name (if applicable): _____

Project Mailing Address: 161 N Mill Street, Lexington, KY 40507

4881-3344-4818, v. 1

Return with form with ORIGINAL SIGNATURE to:

Heather Lyons
Director, Arts & Cultural Affairs
Mayor's Office
200 E. Main St.
Lexington, KY 40507