

**BLUE GRASS COMMUNITY FOUNDATION**  
499 East High Street, Suite 112  
Lexington, Kentucky 40507  
(859) 225-3343

**ESTABLISHMENT OF A NON-ENDOWED DESIGNATED FUND**

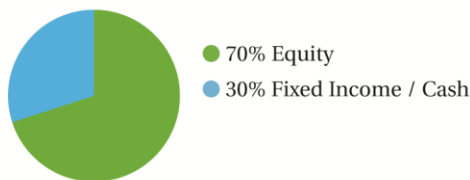
This NON-ENDOWED DESIGNATED FUND AGREEMENT ("Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, between **Blue Grass Community Foundation, Inc.**, a charitable community foundation, ("Foundation") and **Lexington-Fayette Urban County Government**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Kentucky 40507, by and through its **Office of Homelessness Prevention and Intervention** (collectively the "Donor") to create an expenditure fund ("Fund").

- 1) Name of the Fund. The name of the Fund created hereby is:  
**LexEnd Homeless Fund**
  
- 2) Initial Contribution. Upon signing this Agreement, Donor will irrevocably transfer to Foundation the property described as follows:  
**Donation from individual via check**
  
- 3) Donor Contact:  
**Polly Ruddick**      [pruddick@lexingtonky.gov](mailto:pruddick@lexingtonky.gov)      **859-258-3105**  
**Office of Homelessness Prevention and Intervention**  
**200 East Main Street**  
**Lexington, KY 40507**
  
- 4) Term of Agreement. This Agreement shall begin upon execution and remain in effect until the Foundation has met the fund requirement of 1,500,000, annual in donation commitments

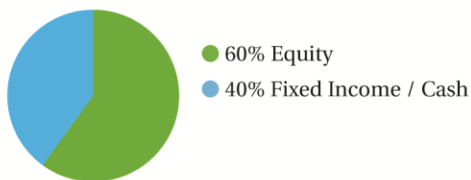
Notwithstanding the above, the Donor may terminate this Agreement at any time and for any reason by providing the Foundation with at least sixty (60) days advance written notice of termination.

- 5) Investment Pool Selection. Donor hereby requests that the Fund and any and all assets contributed to the Fund be invested as follows:

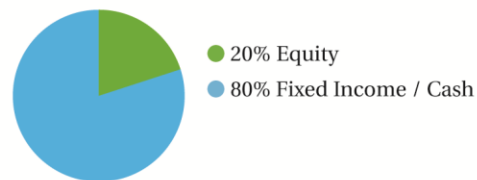
**Long-Term Portfolio**



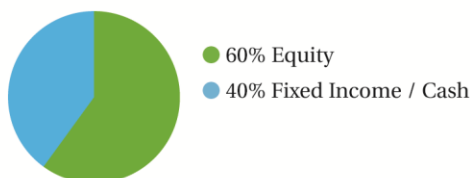
**Moderate Portfolio**



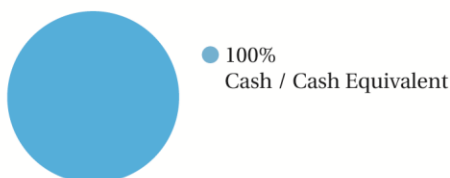
**Conservative Portfolio**



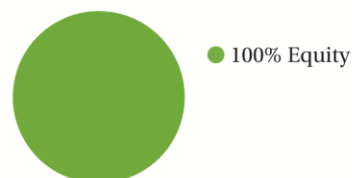
**ESG (Socially Responsible) Portfolio**



**Risk Adverse Portfolio**



**Equity Portfolio**



The Foundation shall have the right to make any and all investment decisions in the selected Pool regarding the Fund. All income and capital gains or losses will be allocated to the Fund on a monthly basis.

- 6) Purposes. The purpose of the Fund is to support **Innovative and Sustainable Solutions to End Homelessness in the City of Lexington.**
- 7) Management. Foundation hereby agrees to accept cash and other valuable property transferred to it by Donor and others who wish to participate in the Fund. Gifts to the Fund shall be subject to the same policies for investment, determination of current distribution amount, and allocation to cover Foundation's administrative costs, as shall be adopted from time to time for such funds. The Fund is open-ended and can be added to at any time.
- 8) Grant Distributions. Distributions must be for charitable purposes and in accordance with the procedures for the administration and operation of such funds of Foundation as may be in effect from time to time. Distributions from the Fund shall be made in the name of the Fund, unless otherwise directed in writing, to the following charitable entities and in the following amounts/percentages:

**100% to:**  
**Innovative and Sustainable Solutions to End Homelessness**  
**200 East Main Street**  
**Lexington, KY 40507**

This Fund is prohibited from making grants, compensation, or similar payments to Donor, advisor(s), or persons related to them. Donor may request distributions of any amount, up to 100% of Fund balance.

- 9) Compensation to Foundation. As compensation for its services, Foundation shall charge an annual community support fee according to the fee schedule in effect at the time of the Agreement and as amended from time to time by Foundation. Investment fees are charged separately.

Donor hereby acknowledges receipt of a current Fund Schedule in effect at the time of the signing of this Agreement.

- 10) Fundraising. Donor agrees not to perform any fundraising activity for this Fund or any other fund held by Foundation without receiving express written permission from Foundation for each fundraising event. Foundation understands that if such fundraising events are not approved by Foundation, Foundation will not be held liable for any monetary or insurance losses and Foundation reserves the right to refuse acceptance of any money raised from such fundraiser(s). Under federal law, Foundation may not reimburse donors or advisors for any expenses or liabilities incurred by them with respect to a fundraising event. As a result, Foundation must contract directly with third party providers for any approved expenses and services related to fundraising events. Foundation will not be responsible for any expenses incurred directly by donors or advisors.

- 11) Variance Power. Foundation shall use and apply said funds only in accordance with the expressed wishes of the donor, grantor or other transferor; provided, however, the Board of Directors shall have the power to modify any restriction or condition on the distribution of funds for any specified charitable purpose or to any specified organization if in the sole judgment of the Board of Directors such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community or area served. Upon such determination, the Board of Directors shall exercise its judgment to select a similar use for the funds that will most nearly fulfill the original charitable intent of the Fund and may re-direct the funds to those purposes most closely related to the donors, grantors or other transferor's original intent.

- 12) Each party agrees that it shall be responsible for any claims or damages that are based upon its respective performance of this Agreement, or that are based upon the actions or inactions of its respective employees or agents.

- 13) The Foundation shall keep and make available to the Donor any records related to this Agreement such as are necessary to support its performance of this Agreement and consistent with the policies and procedures of the Foundation. Books of accounts shall be kept by the

Foundation and entries shall be made therein of all money, goods, effects, debts, sales, purchases, receipts, payments and any other transactions of the Foundation related to this Agreement and shall be made available to the Donor upon request.

- 14)The Foundation shall allow the Donor the necessary access to monitor Foundation's performance under this Agreement.
- 15)In no event shall the parties be construed, held or become in any way for any purpose the employee or agency of the other party, or partners, associates or joint ventures in the conduct of their respective endeavors or otherwise.
- 16)The Foundation shall provide equal opportunity in employment for all qualified persons, shall prohibit discrimination in employment because of race, color, creed, national origin, sex, age, sexual orientation or gender identity, or handicap, shall promote equal employment through a positive, continuing program of equal employment, and shall cause any agency receiving funds provided pursuant to this Agreement to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- 17)Neither party may assign any of its rights and duties under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, the Donor understands that the Work will ultimately be performed by persons or entities other than the Foundation.
- 18)This Agreement does not create a contractual relationship with or right of action in favor of a third party against either the Foundation or the Donor.
- 19)If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall remain in full force and such term or provision shall be deemed stricken.
- 20)This Agreement shall be governed in all respects by the laws of the Commonwealth of Kentucky and venue for all actions shall lie in Fayette County, Kentucky.
- 21)By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Foundation acknowledges that the Donor may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.
- 22)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.

23)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 of this AGREEMENT.

It is intended that nothing in this Agreement shall affect the status of Foundation as a 501(c)(3) organization, as defined in the Internal Revenue Code. This Agreement shall be interpreted in a manner consistent with the foregoing intention and so as to conform to the provisions of any and all applicable law or government regulation. Foundation shall have all the powers provided in its charter, Articles of Incorporation and Bylaws or otherwise by law in connection with its administration of the Fund.

DONOR

BLUE GRASS COMMUNITY  
FOUNDATION

By \_\_\_\_\_  
JIM GRAY, Mayor

By \_\_\_\_\_  
President/CEO

Date \_\_\_\_\_

Date \_\_\_\_\_