

**BLUE GRASS  
COMMUNITY  
FOUNDATION**

**BLUE GRASS COMMUNITY FOUNDATION  
2021 GRANT AGREEMENT  
2022 AMENDMENT #1**

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

Grantee: LFUCG  
Attn: Brandi Peacher  
200 E. Main Street  
Lexington, KY 40507

Amount: \$1,050,000.00 to be paid as reimbursement for approved expenses according to the payment schedule in the attached Exhibit A.

Project: Grant funds are to be used exclusively for the permanent installation of Splash!, a nature inspired water play project. Splash! will be a connector between the Charles Young Park playground and the Town Branch Commons trail – providing direct access from the park to the city’s trail network.

Grant Period: July 1, 2021 – June 30, 2023

Grantee Agrees to the following conditions:

1. Grant is made in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued thereunder.
2. Grant funds are to be used exclusively to support the project listed above.
3. No part of this award may go to a divisional, regional or a national umbrella group under which the agency operates. All dollars must go exclusively to the local project or program for which the grant is requested.
4. Grantee will notify Blue Grass Community Foundation immediately of any change in (a) Grantee's legal or tax status, (b) Grantee's executive or key staff responsible for achieving the grant purposes, and (c) Grantee's ability to expend the grant for the intended purpose.
5. Grantee allows Blue Grass Community Foundation to include information about the grant in the Foundation's periodic public reports, newsletter, news releases, social media postings, and on the Foundation's website. This includes the amount and purpose of the grant, any photographs you provide, your logo, and other information and materials about your organization and its activities.
6. Grantee will maintain books and records adequate to demonstrate that the grant funds were used for the purpose for which the grant is made, and to maintain records of expenditures

adequate to identify the purposes for which, and manner in which, grant funds have been expended.

7. Grantee will submit a one-page final report that outlines how funds were used and the impact the grant had on the organization's mission by the end of the stated grant period. This grant report should be submitted via email to Kristen Tidwell ([kristen@bgcf.org](mailto:kristen@bgcf.org)).

8. Grantee will provide interim grant reports as Blue Grass Community Foundation may request during the grant period.

9. Grantee will return to Blue Grass Community Foundation any unexpended funds or any portion of the grant that is not used for the purposes specified herein.

10. Grantee will allow representatives from Blue Grass Community Foundation to make scheduled site visits for the purpose of project evaluation.

11. Grantee agrees to provide recognition of all Donors to the project as outlined below:

All press releases, announcements or other public promotion of the project shall include the following language: "This project was made possible by the leadership of Blue Grass Community Foundation with support from the following charitable donors and BGCF fundholders:

- Blue Grass Community Foundation
- Community Ventures
- Elhapa Foundation
- J.M. Smucker Co.
- James Monroe Homes + James and Martha Monroe Charitable Fund at Blue Grass Community Foundation
- Knight Foundation Donor Advised Fund at Blue Grass Community Foundation

Grantee agrees to provide recognition in the form of permanent physical signage or other appropriate marker(s) within the park which includes the following language: "This project was made possible thanks to the support and leadership from the following charitable donors:

- Blue Grass Community Foundation
- Community Ventures
- Elhapa Foundation
- J.M. Smucker Co.
- James Monroe Homes + James and Martha Monroe Charitable Fund at Blue Grass Community Foundation
- Knight Foundation Donor Advised Fund at Blue Grass Community Foundation

Blue Grass Community Foundation shall also provide appropriate logos for the following donors which shall also be added to any donor recognition signage throughout the park:

- Blue Grass Community Foundation
- Knight Foundation
- J.M. Smucker Co.

**Blue Grass Community Foundation reserves the right to discontinue, modify or withhold any payments under this grant award or to require a total or partial refund of any grant funds if, in the Foundation's sole discretion, such action is necessary: (a) because you have not fully complied with the terms and conditions of this grant; (b) to protect the purpose and objectives of the grant or any other charitable activities of the Foundation;**

or (c) to comply with the requirements of any law or regulation applicable to you, the Foundation, or this grant.

Grantee

*Linda Gorton*

Signature of Authorized Representative

**Linda Gorton**

Print or Type Name

**Mayor**

Title

*6/6/2022*

Date

**Blue Grass Community Foundation**

*Lisa Adkins*

Lisa Adkins, President/CEO

*6-3-2022*

Date

Exhibit A  
Payment Schedule

- LFUCG will submit to BGCF reimbursement requests on a quarterly basis upon receipt of grant funds.
- LFUCG will submit to BGCF all final reimbursement requests no later than May 31, 2023.

RESOLUTION NO. 181-2022

A RESOLUTION AUTHORIZING AND DIRECTING THE MAYOR, ON BEHALF OF THE URBAN COUNTY GOVERNMENT, TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH U.S. DEPARTMENT OF ENERGY, PORTSMOUTH/PADUCAH PROJECT OFFICE, FOR RESPONSE DURING SPECIFIC SECURITY INCIDENTS.

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BE IT RESOLVED BY THE COUNCIL OF THE LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT:

Section 1 - That the Mayor, on behalf of the Lexington-Fayette Urban County Government, be and hereby is authorized and directed to execute the Memorandum of Understanding, which is attached hereto and incorporated herein by reference, with U.S. Department of Energy, Portsmouth/Paducah Project Office, for response during specific security incidents.

Section 2 - That this Resolution shall become effective on the date of its passage.

PASSED URBAN COUNTY COUNCIL: April 28, 2022



MAYOR

ATTEST:



CLERK OF URBAN COUNTY COUNCIL

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**Memorandum of Understanding  
between the Department of Energy  
Portsmouth/Paducah Project Office  
and the  
Lexington Police Department**

