

**GRANT AGREEMENT**  
**Grant #2020-13**

THIS AGREEMENT is made as of this 16<sup>th</sup> day of October 2020, by and between **Bexley Community Foundation**, an Ohio nonprofit corporation (the “Grantor”), and the **City of Bexley, Ohio** (the “Grantee”).

WITNESSETH:

WHEREAS, the Grantor is recognized by the Internal Revenue Service as an organization that is exempt from federal income tax under Section 501(a) of the Internal Revenue Code of 1986, as amended (the “Code”), as an organization described in Section 501(c)(3) of the Code;

WHEREAS, the Grantee is an Ohio municipal corporation exempt from federal income tax;

WHEREAS, the Grantor desires to make a grant to the Grantee for the purpose described in Grantee’s application for grant funding, as modified in this agreement, and has determined that a grant for such purpose is consistent with the Grantor’s tax-exempt purposes;

WHEREAS, the Grantee desires to receive such grant from the Grantor; and

WHEREAS, the Grantor and the Grantee desire to set forth the terms and conditions upon which the Grantor is making the grant to the Grantee;

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Purpose of the Grant. The purpose of the Grant is to pay estimated expenses (not to exceed the amount set forth in paragraph 2 below) to be incurred by the Grantee to purchase a bike maintenance trailer and tools, a bicycle storage rack and hoist mechanism for donated bikes, public bicycle maintenance stations, and fund bike workshop to educate volunteers for the program. (“**City of Bexley Bike Maintenance Program**”).

2. Distribution of the Grant. Following the execution of this Agreement by both parties and satisfaction of any conditions to the Grant set forth in this Agreement, the Grantor shall distribute immediately available funds to the Grantee up to the amount of **Seventeen Thousand Eight Hundred Fifty Dollars (\$17,850)** from the Bexley Community Foundation Fund upon receipt of evidence satisfactory to the Grantor that the **City of Bexley Bike Maintenance Program** has been completed and the expenses covered by the Grant have been paid by the Grantee.

The Grant is subject to the following conditions:

- (a) The Grantee shall be responsible for any fees and expenses incurred in connection with the **City of Bexley Bike Maintenance Program** in excess of the amount of the Grant.
- (b) Signage acknowledging the Grant, including Grantor's logo, shall be in all promotional and marketing materials and on all signage. When mentioning funding, please use "Bexley Community Foundation"
- (c) The Grantee shall appropriately acknowledge the financial support given by the Grantor in all publicity.
- (d) The **City of Bexley Bike Maintenance Program** shall be completed by the Grantee on or before **October 1, 2021**, unless such date is extended in writing by the Grantor.
- (e) Completion of the **City of Bexley Bike Maintenance Program** in a timely manner is of the essence of this Agreement. If the **City of Bexley Bike Maintenance Program** is not completed by the date specified in this section, the Foundation may, in its sole discretion and in addition to any other remedies, (i) elect to terminate this Agreement, (ii) decline to pay out any undistributed funds and (iii) recover any funds distributed to the Grantee prior to the specified completion date.
- (f) The **City of Bexley Bike Maintenance Program** shall comply with all applicable laws.

3. Terms of the Grant. The Grantee agrees as follows:

- (a) to repay to the Grantor any portion of the Grant which is not used for the purpose of the Grant as provided herein;
- (b) to submit to the Grantor full and complete Final Report regarding the activity which was the subject of the Grant and the manner in which funds provided by the Grant were expended upon the earlier of (i) 60 days following the completion of the activity which is the subject of the Grant or (ii) 15 months from the date of the execution of this Agreement, unless such date is extended in writing by the Grantor;
- (c) to maintain records of receipts and expenditures and to make its books and records pertaining to the Grant available to the Grantor at reasonable times;
- (d) to provide access to the Grantor, its agents and representatives during its normal hours of operation for the purpose of examining all records, books, papers and documents related to the Grant;
- (e) to appropriately acknowledge the financial support given to the project by the Grantor. Grantor's logo shall be used in both project and promotional materials--in both print and electronic format as well as on project signage--regarding activities for which Grantor's funds are used. Please submit copies of published/printed materials with the final report.

(f) not to use any of the Grant –

(i) to participate in or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office; or

(ii) for any purpose other than for the purpose provided in paragraph 1.

4. Additional Covenants of the Grantee.

(a) The Grantee shall provide to the Grantor any and all information, documents and reports required to enable the Grantor to satisfy its reporting requirements to the Internal Revenue Service.

(b) The Grantee need not keep the Grant physically segregated from its other assets, but agrees to account separately for the Grant on its books and records.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to its choice of law doctrine.

6. Execution in Counterparts. This Agreement may be executed in one or more counterparts, all of which shall be considered duplicate originals.

7. Entire Agreement. This writing constitutes the entire agreement between the parties hereto and may not be modified or amended except in writing signed by all parties hereto.

8. Headings. The Headings in this Agreement shall not be construed as substantive provisions and are included only for convenience of the parties.

IN WITNESS WHEREOF, the parties hereto, being duly authorized, have executed this Agreement as of the date first above written.

GRANTOR

GRANTEE

Bexley Community Foundation

City of Bexley, Ohio

By \_\_\_\_\_  
Sheila Straub

By  \_\_\_\_\_  
Ben Kessler

Its Chair of the Program and Grants  
Committee

Its Mayor

