

GRANT AWARD AGREEMENT

Fiscal Year 2014 Class B Education Incentive Grant Project

THIS AGREEMENT, made and entered into on the _____ day of _____, 2013, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT (LFUCG)**, an urban county government of the Commonwealth of Kentucky, pursuant to KRS Chapter 67A (hereinafter "Government"), on behalf of its Division of Water Quality, and **THE BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, 701 E. Main Street, Lexington, Kentucky 40502 (hereinafter "Grantee"), for a project located at BRYAN STATION MIDDLE SCHOOL, 1865 Wickland Drive, Lexington, Kentucky 40505.

WITNESSETH:

WHEREAS, the Grantee is a documented fee-payer of the Government's Water Quality Management Fee; and

WHEREAS, the Grantee has proposed a need for the funds requested to develop and implement a proposed project by submitting a valid grant application; and

WHEREAS, the Grantee's grant application has been reviewed and selected for funding by the LFUCG Water Quality Fees Board in accordance with Sections 16-408 and 16-410 of the LFUCG Code of Ordinances; and

WHEREAS, the Government has funds available through the Stormwater Quality Projects Incentive Grant Program to assist qualified Grantee in the development and implementation of projects that meet the goals of the program; and

WHEREAS, the Grantee desires to implement a specific project that meets one or more Incentive Grant program goals to improve water quality, reduce stormwater runoff, and provide public or private education related to stormwater quality; and

WHEREAS, any such improvements funded by the Government shall benefit the public through installed improvements and/or educational programming;

THAT FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND GRANTEE AGREE AS FOLLOWS:

- (1) Government hereby grants the Grantee the sum of **\$2,500.00** (hereinafter "the Grant"), for use in implementing the project elements as listed in Attachment A which is incorporated herein by reference as if fully set out herein.
- (2) The Grantee shall provide equal opportunity in employment for all qualified persons; prohibit discrimination in employment because of race, color, creed, national origin, sex, age between 40 and 70 or disability; promote equal employment through a positive, continuing program of equal employment; and cause each of its subcontractors to do so. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.
- (3) The Grantee agrees to match the Grant above the first \$2,500.00, with contributions, labor and other services equal to or greater than 50% of the total project costs.

- (4) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.
- (5) The Grantee agrees to perform periodic reporting as detailed in Paragraph 6 herein below, and produce a Project Final Report within 30 calendar days of the completion of the project elements in digital and hard copy following a standardized format to be provided by the Government summarizing all work completed and detailing the total expenditures, grant reimbursements, and match.
- (6) The Grant to the Grantee shall be disbursed in the following manner:
 - (a) The Grantee shall submit at least once every 3 months, if not specified otherwise in Attachment A, a Request for Funds to the Government's Grant Manager designated by the Director of the Division of Water Quality for the project. Each Request for Funds shall include documentation that the Grantee has already expended the requested funds or shall be in a position to expend properly the requested funds within thirty (30) days of receipt of the funds. The Request for Funds shall include full accounting of these eligible grant-related expenses, as listed in Attachment A. Copies of invoices, purchase orders, or receipts showing vendor, date, amount, and items purchased or ordered shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours billed.
 - (b) Each Request for Funds shall be accompanied by a Project Status Report describing the progress of the project to date, including a description and schedule of all activities completed, and hardcopy or electronic copies of materials completed and/or used to date. For educational events, copies of the class rosters or sign-in sheets documenting the number of attendees and evaluation forms shall be provided.
 - (c) Each Request for Funds shall include documentation of all of the Grantee's Match Costs listed in Attachment A and claimed for the prior period. For cash expenditures this shall include receipts, showing vendor paid, date, amount, and items purchased. For donated project specific personnel costs and stipends, documentation of all billed hours shall include copies of employee timesheets, hourly payroll rate, and description of work performed for hours donated. For in-kind volunteer hours this shall include sign-in sheets describing the events with signatures, name, address, time in, time out, for each participant (volunteers must be 12 years of age or older). For mileage, this shall include driver name, type of vehicle, location to and from, date, and total miles driven.
 - (d) The Government's Grant Manager shall review each Request for Funds and supporting documents for compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program. If the Grant Manager finds the Grantee's Request for Funds is in compliance with the terms of this Agreement and the guidelines of the Stormwater Quality Projects Incentive Grant Program and that the activity progress and management program of the Grantee satisfy the terms of the grant award, he or she shall approve the Request for Funds and forward it to the Division of Accounting for payment
 - (e) Should the Government's Incentive Grant Program Administrator determine that the Grantee is not in compliance with the terms of this Agreement and/or the Stormwater Quality Projects Incentive Grant Program, including deficiencies in progress and management of the project, the Division of Water Quality shall notify the Mayor's Office and the appropriate district Council person and shall meet with the Grantee on matters that prevent approval of the Request for Funds. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph 11 herein below.

- (f) The Government shall release payment of the final 5% of the Grant only after receipt and acceptance of the Project Final Report. The Government's Grant Manager shall review the Project Final Report and provide comments to the Grantee within 15 calendar days or, if acceptable, forward approval to the Division of Accounting for payment.
- (7) The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any proposed changes to the Project Team or Project Plan as listed in Attachment A prior to implementing the changes. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph 11 herein below.
- (8) The term of this Agreement shall be from the date of this Agreement until completion of the project outlined herein. The Grantee agrees to complete the project within **12** months. The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any time extensions beyond the schedule. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph 11 herein below.
- (9) The Grantee understands that the Grant shown herein in Paragraph 1 is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.
- (10) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Grant Manager and Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph 11 herein below.
- (11) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements or stipulations of this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement.
- (12) This Agreement may not be modified except by written agreement of the Government and the Grantee.
- (13) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.

- (14) The Grantee agrees to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.
- (15) In any written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (16) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (17) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (18) The Grantee agrees to prepare class rosters or sign-in sheets and provide evaluation forms to the attendees for any educational event funded by the Grant.
- (19) Equipment purchased or facilities constructed by the Grantee with the Grant for use on this project will remain in service and maintained by the Grantee or its members per the terms listed in Attachment A. Equipment purchased by the Grantee with the Grant for use on this project will remain the property of the Grantee unless otherwise noted in Attachment A.
- (20) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall, to the extent allowed by law, defend, indemnify, and hold harmless Government from and against all liability, claims, losses, actions, costs, expenses, obligations, fines, and assessments of whatever kind, including defense costs and attorney's fees that are in any way incidental to or connected with, or that arise or are alleged to have arisen, directly or indirectly, in whole or in part, from or by Grantee's or its contractor(s), agents, or assigns, negligent acts or misconduct, or errors or omissions, in connection with the activities carried out pursuant to this Agreement, the Grant award or the Stormwater Quality Projects Incentive Grant Program.
- (21) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (22) The Grantee's sole remedy for a breach of this Agreement by the Government shall be limited to the amount of the Grant.

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

LEXINGTON-FAYETTE URBAN COUNTY
GOVERNMENT

BY: _____

JIM GRAY, MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL

Grantee Organization:

Name

Address

Address

BY: Tom Shelton

NAME: Tom Shelton

TITLE: Superintendent

The foregoing Agreement was subscribed, sworn to and acknowledged before me by
Tom Shelton, as the duly authorized representative for and on behalf of
Fayette County Public Schools, on this the 4th day of March, 2013
My commission expires: 5-10-16

Sherry B. Paul

NOTARY PUBLIC

403502

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
FCPS — Bryan Station Middle School

GRANT PROGRAM: 2014 Stormwater Quality Projects Incentive Grant Program
Class B (Education) Projects

- Funded through the LFUCG Water Quality Management Fee
- Administered by the LFUCG Division of Water Quality in the Department of Environmental Quality

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization:

The Board of Education of Fayette County, Kentucky
701 East Main Street
Lexington, KY 40502

Project School:

Bryan Station Middle School
1865 Wickland Drive
Lexington, KY 40505

**Primary Project Contact
and Project Manager:**

Lester Diaz - Principal
859-381-3288 (phone)
Lester.diaz@fayette.kyschools.us (email)
Mr. Diaz will organize Project Team meetings, procure materials and supplies, and will facilitate educational outreach.

Secondary Project Contact: Kristin Eggen

859-381-3288 (phone)
Kristin.Eggen@fayette.kyschools.us (email)

Project Team Members:

Shelby Jett – Rain Garden Expert
859-396-1194 (phone); sjettl@prodigy.net (email)
Mr. Jett will design the rain garden, acquire the necessary supplies and materials.

Lisa Cross
859-381-3288 (phone); lisa.cross@fayette.kyschools.us (email)

PROJECT PLAN ELEMENTS

- 1) ***RAIN GARDEN:*** The school will work in conjunction with rain garden design/builder Shelby Jett to design and construct a rain garden, at the school, to be utilized by students, staff, parents, family members, and the community members. The rain garden will include educational information in several places.
- 2) ***CURRICULUM AND IMPLEMENTATION:*** The primary educational use of the rain garden will be in conjunction with the common core standards for science grades 6-8. During the implementation and building phase, the project team will design and set up information classes for staff about the rain garden. Upon completion of the rain garden, 6th grade through 8th grade science and skills teachers will incorporate the rain garden into lessons and activities involving the whole class.
- 3) ***EDUCATION FOR THE GENERAL PUBLIC:*** Upon completion of the rain garden, the project committee will offer workshops and activities involving the rain garden to the community concurrent with “Dinner with Diaz”. The project committee will also plan special events for the school and community during the growing season and to officially implement the rain garden.

PROJECT SUSTAINABILITY

- 1) The rain garden will be utilized as an educational tool for students, teachers, parents, and community members.
- 2) Funding required for maintenance and maintaining the rain garden will come from school general school funds or principal's funds.

PROJECT SUCCESS MEASURES

- 1) Teachers will utilize the rain garden with the target audience of 6th grade through 8th grade classes, 500+ students, each year the rain garden is in operation.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project: None.

EQUIPMENT

Any equipment purchased with the Grant shall remain the property of the Organization.

PERMANENT FACILITIES/INFRASTRUCTURE

Permitting: The Organization is responsible to ensure all permits and approvals related to their project are obtained prior to the start of construction. Projects that disturb more than 5,000 square feet are required to obtain a Land Disturbance Permit from LFUCG's Division of Engineering. Please contact the appropriate staff:

- Engineering (right-of-way), Dan Kiser – dkiser2@lexingtonky.gov
 - Engineering (land disturbance), Chuck Saylor – chucks@lexingtonky.gov
 - Sanitary Sewers, Rod Chervus – rchervus@lexingtonky.gov
 - Stormwater, Susan Plueger – splueger@lexingtonky.gov

Design Criteria: Unless approval is granted in writing by LFUCG, the rain garden shall meet the following requirements:

- The rain garden shall not be placed within 10 feet (at a minimum), of any building with a basement or any sanitary sewer, nor on top of any existing utility line alignment (e.g. storm drain, underground cable, overhead line, etc.), nor in any location deemed unsuitable by the rain garden specialist.
- The rain garden shall be designed to receive runoff from at least one of the downspouts from a building or in an area that receives runoff from impervious areas if at all possible.

Monitoring: The Organization agrees to allow LFUCG staff access to the property to monitor the installed features for compliance with this agreement.

GRANT PERIOD & PROJECT SCHEDULE

The grant period starts on the date of execution by the Mayor and extends for the time period as listed in the Grant Award Agreement. Any time extensions must be approved in writing by the LFUCG Grant Manager. The project schedule shown in Table 1 is preliminary. Proposed changes to the project which alter this schedule significantly shall be discussed with the LFUCG Grant Manager prior to implementation.

TABLE 1. PROJECT SCHEDULE

Activity	Anticipated Date
Notice to Proceed	December 2013
Event Planning.	Within 2 months of NTP
Plan workshop for teachers.	2 months prior to event
Purchase planting materials	1 week prior to event
Rain Garden Planting Event.	Fall 2013/Spring 2014
Provide LFUCG with Project Final Report.	30 days after project completion

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES & ORGANIZATION COST SHARE

Table 2. lists the Eligible Expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization’s cost share.

Any work performed on this project prior to grant award by Urban County Council and Notice to Proceed from the LFUGG Grant Administrator is not an eligible expense and shall not be reimbursed or counted toward the cost share with the following exception:

- Due to the critical timing of the school calendar, eligible expenses occurring within 60 days of Notice-to-Proceed will be allowed for inclusion in Request for Grant Reimbursement. The Grantee assumes all risk associated with these expenses.

TABLE 2. ELIGIBLE PROJECT EXPENSES

Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense
1 Project Element: Design and Construction							
Professional Services	Rain Garden Expert - Shelby Jett	Design	\$ 500.00	1	\$ -	\$ 500.00	\$ 500.00
Supplies / Materials	Rain Garden Expert - Shelby Jett	Rain Garden Supplies (plants, soil, etc.)	\$ 500.00	1	\$ -	\$ 500.00	\$ 500.00
Construction	Rain Garden Expert - Shelby Jett	Rain Garden	\$ 1,000.00	1	\$ -	\$ 1,000.00	\$ 1,000.00
Millage	Rain Garden Expert - Shelby Jett	Driving	\$ 300.00	1	\$ -	\$ 300.00	\$ 300.00
6 Project Element: Education							
Professional Services	Local Vender	Grden signs	\$ 200.00	1	\$ -	\$ 200.00	\$ 200.00
8					\$ -	\$ -	\$ -
9					\$ -	\$ -	\$ -
				TOTAL PROJECT BUDGET:	ORGANIZATION SHARE**	GRANT SHARE	
					0.0%	100.0%	
					\$ 2,500.00	\$ 2,500.00	\$ 2,500.00

Note: Required organization cost share of 50% above the first \$2500.00. No cost share required for this grant.