

## GRANT AWARD AGREEMENT

*Fiscal Year 2016 Class B Education Incentive Grant Project*

THIS AGREEMENT, made and entered into on the 7<sup>th</sup> day of April, 2016 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 HIGH SCHOOL, 201 Eastin Rd, 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.

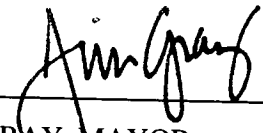
- (4) The Grantee agrees to use the Grant only for the activities set forth in Attachment A.
- (5) The Grantee agrees to perform periodic reporting as detailed in Paragraph 6 herein below, and produce a Project Final Report within 30 calendar days of the completion of the project elements in digital 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.

- (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.

- (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 15 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.

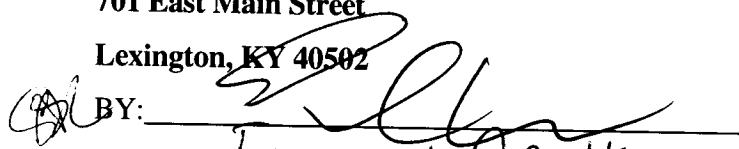
IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Lexington, Fayette County, Kentucky, this the day and year first above written.

**LEXINGTON-FAYETTE URBAN COUNTY  
GOVERNMENT**

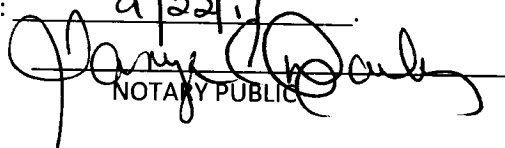
BY:   
JIM GRAY, MAYOR

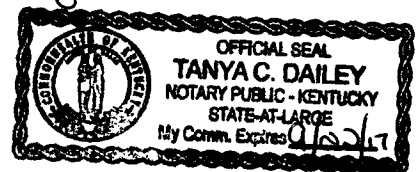
ATTEST:  
  
CLERK, URBAN COUNTY COUNCIL

**Grantee Organization:**      **The Board of Education of Fayette County, KY**  
701 East Main Street  
Lexington, KY 40502

BY:   
NAME: Emmanuel CAULK  
TITLE: Superintendent

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Emmanuel CAULK, as the duly authorized representative for and on behalf of Fayette County Public Schools, on this the 6<sup>th</sup> day of February, 2016.  
My commission expires: 9/22/17.

  
NOTARY PUBLIC



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

**GRANT PROGRAM: 2016 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 High School  
201 Eastin Rd.  
Lexington, KY 40505

**Primary Project Contact  
and Project Manager:** Jessica Laswell – Science teacher  
859-381-3308 (phone)  
Jessica.Laswell@fayette.kyschools.us (email)  
Ms. Laswell will organize Project Team meetings, procure materials  
and supplies, and will facilitate educational outreach.

**Secondary Project Contact:** Tresine Logsdon  
859-381-3308 (phone)  
Tresine.Logsdon@fayette.kyschools.us (email)

**Project Team Members:** Shelby Jett – Rain Garden Expert  
859-396-1194 (phone); Shelbycjett@gmail.com (email)  
Mr. Jett will acquire and install the fence, benches, plants, and  
provide educational outreach.

**PROJECT PLAN ELEMENTS**

- 1) ***RAIN GARDEN:*** The school will work in conjunction with rain garden design/builder Shelby Jett to install fencing, class seating, and additional plants for the existing BSMS rain garden, 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 Bryan Station Middle and High School students. Bryan Station High School AP Science students will develop educational and outreach materials for the schools.
- 3) ***EDUCATION FOR THE GENERAL PUBLIC:*** Upon completion of the rain garden, the Bryan Station High School AP Science students will host an evening workshop for students and their families to visit the rain garden and hear from local experts on the importance of stormwater quality.

**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 Go Green+ Earn Green funds earned by the schools.

**PROJECT SUCCESS MEASURES**

1) Teachers will utilize the rain garden with the target audience of 6<sup>th</sup> grade through 12<sup>th</sup> grade classes, approximately 1,000 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**

**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	January 2016
Curriculum integration, BSMS/BSHS student partnership and workshop planning..	Within 2 months of NTP
BSMS and BSHS teachers and students meet three times at Station Rain Garden to teach, share, and plan outreach activities..	By May 30, 2016
Purchase fencing and seating	By May 30, 2016
At least two (2) outreach events hosted by BSMS and BSHS.	By May 30, 2016
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.

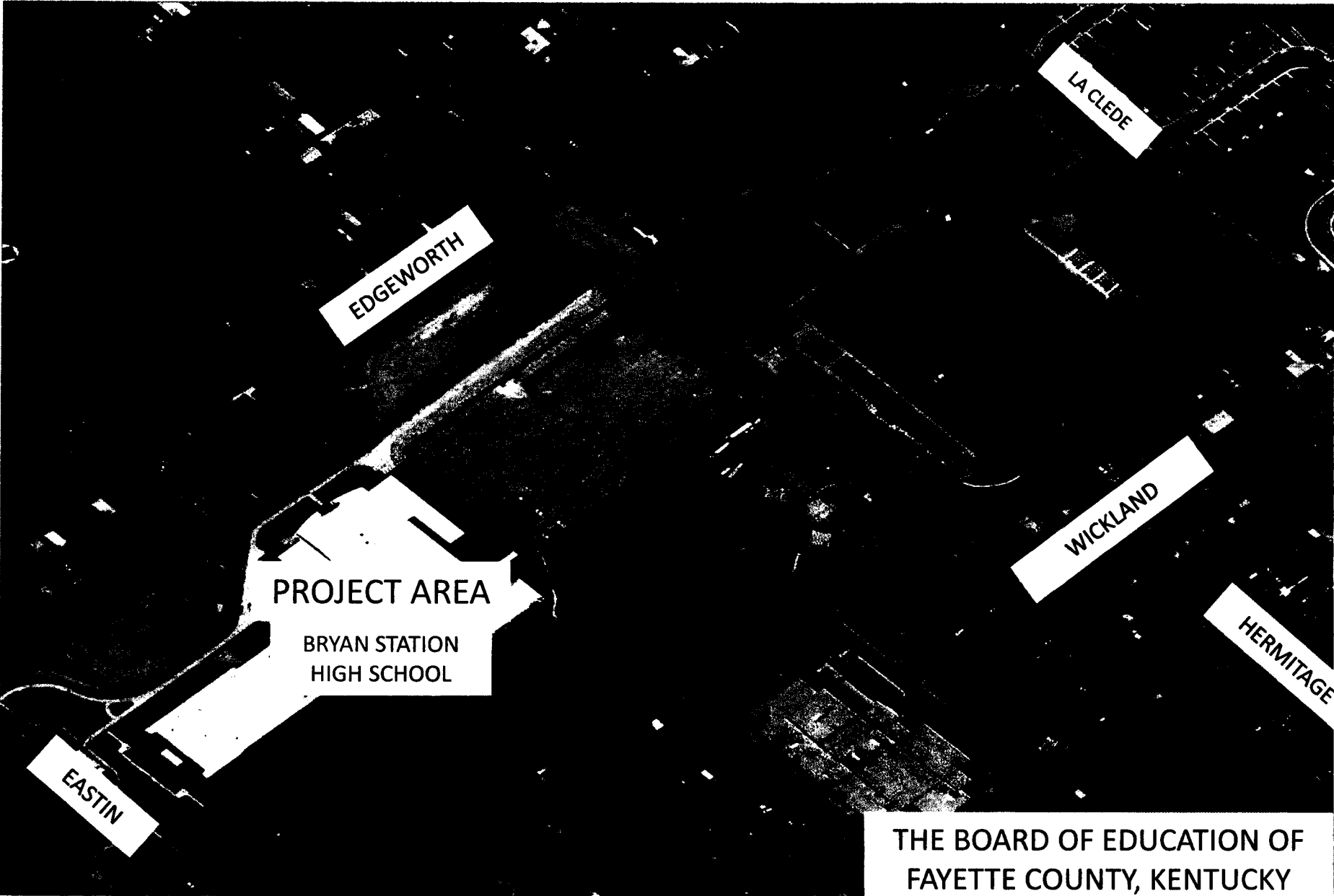
Any work performed on this project prior to grant award by Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is not an eligible expense and shall not be reimbursed or counted toward the cost share with the following exception:

- None

**TABLE 2 - ELIGIBLE PROJECT EXPENSES**

	Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense	
1	<b>Project Element: Design and Construction</b>								
2	Professional Services	Rain Garden Expert - Shelby Jett	Project Managemenet	\$ 500.00	lump sum	1	\$ -	\$ 500.00	
3	Supplies / Materials	Rain Garden Expert - Shelby Jett	Fence	\$ 1,000.00	lump sum	1	\$ -	\$ 1,000.00	
4	Supplies / Materials	Rain Garden Expert - Shelby Jett	Seating	\$ 750.00	lump sum	1	\$ -	\$ 750.00	
5	Supplies / Materials	Rain Garden Expert - Shelby Jett	Plants	\$ 250.00	lump sum	1	\$ -	\$ 250.00	
6	<b>TOTAL PROJECT BUDGET:</b>						\$ -	\$ 2,500.00	\$ 2,500.00
7							<b>ORGANIZATION SHARE**</b>	<b>GRANT SHARE</b>	
8							0.0%	100.0%	
9									
10	Note: Required organization cost share of 50% above the first \$2500.00. No cost share required for this grant.								

Stormwater Quality Projects Incentive Grant Program



THE BOARD OF EDUCATION OF  
FAYETTE COUNTY, KENTUCKY






Lexington-Fayette Urban County Government  
DEPARTMENT OF ENVIRONMENTAL QUALITY AND PUBLIC WORKS

Jim Gray  
Mayor

Dowell Hoskins-Squier  
Commissioner

TO: Mayor Jim Gray  
Urban County Council

FROM:   
Charles H. Martin, P.E., Director  
Division of Water Quality

DATE: February 18, 2016

SUBJECT: Requesting authorization to execute an agreement awarding a FY16 Class B (Education) Stormwater Quality Projects Incentive Grant to The Board of Education of Fayette County, Kentucky.

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Request

The purpose of this memorandum is to request authorization to execute an agreement awarding a FY16 Class B (Education) Stormwater Quality Projects Incentive Grant to The Board of Education of Fayette County given to Bryan Station High School for storm water education, at a total cost of \$2,500.00.

Purpose of Request

The purpose of the project is to provide storm water education through the construction of a rain garden to students from 6<sup>th</sup> to 12<sup>th</sup> grade attending Bryan Station Schools. The proposed curriculum looks to give students a hands-on educational experience on the importance of improving storm water quality and the environment. Upon completion of the project Bryan Station High School AP Science students will host an evening workshop for students and their families to visit the rain garden and hear from local experts on the importance of storm water quality.

Project Cost in FY16 and in Future Budget Years

The grant has been approved by the Water Quality Fees Board in the amount of \$2,500.00 and is anticipated to be fully spent by FY17.

Are Funds Budgeted

Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE\_16 – WQ\_GRANT

Martin/Hoskins-Squier

200 East Main Street • Lexington, KY 40507 • (859) 425-2255 • www.lexingtonky.gov  
HORSE CAPITAL OF THE WORLD