

GRANT AWARD AGREEMENT

Fiscal Year 2025 Class B Education Incentive Grant Program

THIS AGREEMENT, made and entered into on the 28 day of January, 2025 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 **FAYETTE COUNTY PUBLIC SCHOOLS (FCPS), 1126 RUSSELL CAVE ROAD, LEXINGTON, KY 40505** (hereinafter "Grantee" and "Property Owner").

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 \$4,976.50 (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 \$3,000.00, with contributions, labor and other services equal to or greater than 20% 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. Each Request for Funds shall include a minimum of 10% cost share. 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 10% 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 18 months. The Grantee agrees to obtain written approval from the Government's Grant Manager and 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, including any attachment thereof, 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) For any project which includes the installation of permanent capital infrastructure listed in Attachment A, the Grantee agrees that the Government is authorized to erect and maintain permanent signage at the location of the permanent capital infrastructure, referencing the Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for such permanent capital infrastructure. In the event that permanent signage is installed by the Government, such signage shall not be removed except upon written approval by the Government. Provided, however, that nothing herein shall require the installation of signage by the Government nor prohibit the Government from removing any signage so installed.
- (19) 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.
- (20) Equipment purchased or stormwater control 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 for at least the Service Life listed in the Inspection, Operation, and Maintenance Plan developed for each facility, and 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. For capital infrastructure, the Grantee further accepts and agrees to enter into the "Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Stormwater Quality Projects Education Incentive Grant" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.
- (21) 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.
- (22) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (23) 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: Linda Gorton
LINDA GORTON, MAYOR

ATTEST:

Makenzie Jack
CLERK, URBAN COUNTY COUNCIL

Deputy

Grantee Organization: **FAYETTE COUNTY PUBLIC SCHOOLS (FCPS)**
1126 RUSSELL CAVE ROAD
LEXINGTON, KY 40505

BY: [Signature]
NAME: Rodney Jackson
TITLE: Executive Director Financial Accounting & Benefits Services

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Rodney Jackson, as the duly authorized representative for and on behalf of Fayette County Public Schools, on this the 13 day of November, 2024.

My commission expires: November 27, 2025.

Cassandra Alane Jones KYNP40121
NOTARY PUBLIC

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Fayette County Public Schools (FCPS)

GRANT PROGRAM

**2025 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 & Public Works

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization: Fayette County Public Schools (FCPS)
1126 Russell Cave Road
Lexington, KY 40505

**Primary Project Contact
& Project Manager:** David Buchanan
859-381-3606 (phone)
david.buchanan@fayette.kyschools.us (email)

**Secondary Project Contact
& Project Co-Lead:** Brian Radcliff
Hickman Creek Conservancy
859-608-5258 (phone)
0953bjrdclff@gmail.com (email)

Project Site Location(s) Tates Creek Elementary School
1113 Centre Parkway
Lexington, KY 40517

& Property Owner(s): Board of Education of Fayette CO KY (aka FCPS)
1126 Russell Cave Road
Lexington, KY 40505

PROJECT PLAN ELEMENTS

The purpose of this proposed project is to refurbish an existing detention basin, and optimization of the basin for educational opportunities at the nearby Tates Creek Elementary School.

The general project elements include:

1. **Planting Day:** Students, families, teachers and community members will install native plants in the detention basin bed and remove existing invasive plants. FCPS and HCC will organize and provide materials and tools for this workday including the plant material, shovels, and soil. HCC will also provide the education elements at this event including an out-loud presentation, posters, and handouts.
2. **Stormwater Education:** Hickman Creek Conservancy (HCC) will partner with Tates Creek Elementary School teachers to host five (5) water quality, watershed, and native planting lessons for fourth and fifth grade classes. The students will also take a field trip to the pond after the work has been completed.
3. **Permanent Signage:** The project also includes the installation of one (1) educational sign on the sidewalk side of the basin that includes information on the water quantity and quality benefits of the basin.

TARGET AUDIENCE

The target audience for this project is 611 Tates Creek Elementary School students and their families.

PROJECT SUSTAINABILITY

- 1) ***Long-term Component for Ongoing Education and Involvement:*** Hickman Creek Conservancy will care for the maintenance of plants in the detention basin in perpetuity and will pay to replace any plants that have perished. Hickman Creek Conservancy will hold yearly work days at the basin for any additional plantings and invasive removal that will involve the community.
- 2) ***Personnel for Long-Term Implementation:*** It is anticipated that Hickman Creek Conservancy will have a dedicated group of members and a long-term executive board that will plan, advertise, and participate in long-term maintenance.
- 3) ***Ongoing Sources of Funding for Future Program Implementation beyond the Grant Period:*** Ongoing sources of funding for future program implementation beyond the grant period will come from Hickman Creek Conservancy which receives ongoing funding from members and donations. The volunteer hours and tools will be donated by Hickman Creek Conservancy members.

PROJECT SUCCESS MEASURES

The primary goal of the Stormwater Incentive Grant Program is to educate residents about stormwater and water quality issues in our community. The Project success measures will include:

1. Number of attendees at the native planting workday.
2. Successful installation of native plants and removal of invasive plants in the basin.
3. Successful installation of the educational sign.
4. Number of students in attendance during lessons.
5. Number of students attending the detention basin field trip.
6. Documented feedback from students, families, and teachers through written and verbal surveys.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following are examples of special items that could also be required depending on the project:

- 1) All handouts and educational materials shall be provided to the LFUCG Grant Manager in hard copy and electronic (PDF) format with Requests for Funds & Project Status Reports and/or the Project Final Report.
- 2) Photographs and records documenting events, programs, training, workshops, et cetera shall be provided to the LFUCG Grant Manager in electronic format with the Project Final Report.
- 3) Sign-in sheets for Professional Development events shall be maintained and provided to the LFUCG Grant Manager upon request. Participation attendance counts shall be maintained and provided to the LFUCG Grant Manager, with reporting for all other events.
- 4) Materials associated with printed teacher lesson plans and best practices for implementation within their classrooms from the field trips or other facilitated educational programs shall be provided to the LFUCG Grant Manager in hard copy and electronic (PDF) format with Requests for Funds & Project Status Reports and / or the Project Final Report.
- 5) Copies of program evaluations collected in association with the facilitated educational programs, outreach programs, public participation, Water Walk, and field trips shall be provided to the LFUCG Grant Manager in hard copy or electronic (PDF) format with the Project Final Report.
- 6) All evaluations, especially those listed under the Project Success Measures, shall be provided to the LFUCG Grant Manager with Requests for Funds & Project Status Reports and/or the Project Final Report.
- 7) All attachments to Requests for Funds & Project Status Reports shall reference the associated line from Table 2 – Eligible Expenses.

ADDITIONAL GRANT STIPULATIONS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project:

1. Applicant shall obtain written approval/agreement prior to work being done on properties not owned by the Applicant.
2. Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables including before, during, and after photos of the mini-grant activities.
3. Applicant shall specify educational and promotional materials that are water quality related or that will include water quality messaging (i.e. brochures, bookmarks, cards and so forth).
4. Applicant shall provide a rate of pay records for the personnel listed in the project budget to the Division of Water Quality prior to the drafting of the Grant Award Agreement.
5. Applicant to provide student/teacher evaluations as part of the Project Final Report.
6. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 45.1% cost share offered in the application (approximately \$1,623.50).

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.

Future Inspection and Maintenance: The Organization (and/or Property Owner) agrees to sign and abide by the terms of the *Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Stormwater Quality Projects Education Incentive Grant* included as Attachment B to the Grant Award Agreement. The property owner is solely responsible for future maintenance of the grant-funded improvements as long as the improvements are in service.

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 – PRELIMINARY PROJECT SCHEDULE

Activity	Schedule
Approval Grant Award Agreement and Notice to Proceed (NTP)	Anticipated February 2025
Basin planting event planning	July - August 2025
Advertise basin planting events and coordinate volunteers	August - September 2025
Purchase trees, shrubs, mulch	September 2025
Host basin planting event	October 2025
Develop lesson plans and materials	August - October 2025
Hold classroom lessons	November 2025
Install an educational sign at the basin	December 2025
School-wide basin field trip	January 2026
Provide Project Final Report to LFUCG	February 2026

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.

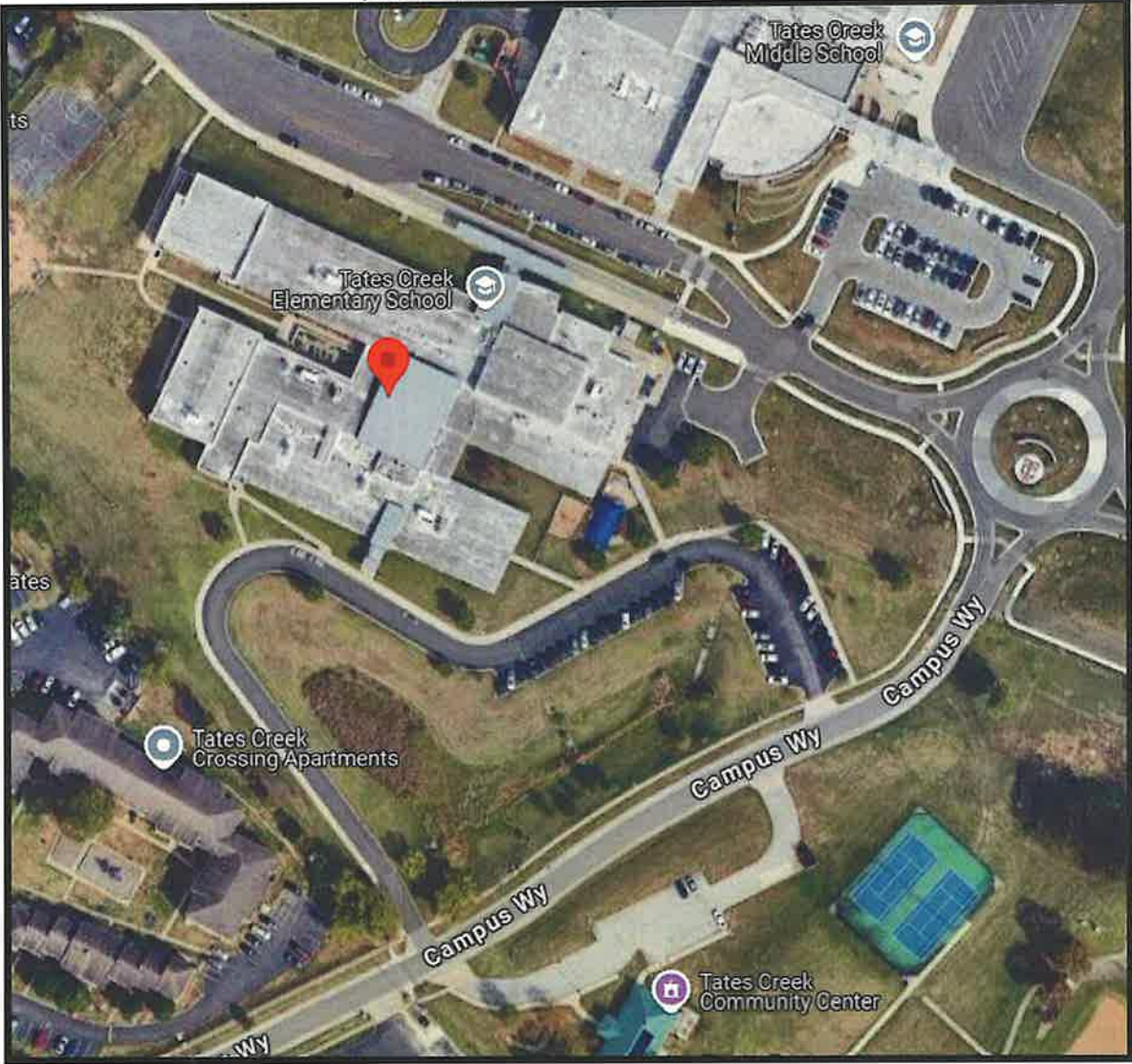
Any work performed on this project prior to grant award by the Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is NOT an eligible expense and shall not be reimbursed or counted toward the cost share.

The Grant is a not-to-exceed amount, and any cost overruns are the responsibility of the Grantee. Donated professional service hours shall be valued at the Median Hourly Wage for the service provided as published by the U.S. Department of Labor, Bureau of Labor Statistics, State Occupational Employment and Wage Estimates for Kentucky (current website: http://www.bls.gov/oes/current/oes_ky.htm).

TABLE 2 - ELIGIBLE EXPENSES

	Activities	Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense	
Project Element: Native Planting Work Day In Detention Basin										
1	Advertising for event	Supplies	HCC & FCPS	625 single page flyers - black & white	\$ 0.10 per flyer	615	\$ -	\$ 61.50	\$ 61.50	
2	Supplies for event	Supplies	HCC	Work Gloves	\$ 6.00 per pair	40	\$ -	\$ 240.00	\$ 240.00	
3	Supplies for event	Supplies	HCC	Trash Bags	\$ 5.00 per each box	5	\$ -	\$ 25.00	\$ 25.00	
4	Purchase of native plants	Materials	Plant Nursery	Swamp Milkweed, Swamp Rose Mallow, Buttonbush, Indigo Bush, Joe-Pye Weed, Cup Plant, Blue Mistflower, Elderberry, Witch Hazel, Red Twig Dogwood, Silky Dogwood and others.	\$ 20.00 per shrub	100	\$ -	\$ 2,000.00	\$ 2,000.00	
5	Purchase of mulch	Materials	Plant Nursery	100 bags (type) mulch	\$ 4.00 per bag	100	\$ -	\$ 400.00	\$ 400.00	
6	Basin cleaning and debris removal	Volunteer Hours	HCC & FCPS Volunteers	Volunteer hours for basin cleaning event (assume 15 adult volunteers for 3 hours each)	\$ 15.00 per hour	45	\$ 675.00	\$ -	\$ 675.00	
Project Element: Design, Purchase and Installation of Educational Sign										
7	Design of Sign	Personnel Hours	Contractor	Design of sign by contractor	\$ 50.00 per hour	5	\$ -	\$ 250.00	\$ 250.00	
8	Purchase of Sign	Materials	HCC & FCPS	Purchase of Sign	\$ 1,000.00 per sign	1	\$ -	\$ 1,000.00	\$ 1,000.00	
9	Install of Sign	Personell Hours	Contractor	Install of sign by contractor	\$ 500.00 lump sum	1	\$ -	\$ 500.00	\$ 500.00	
Project Element: Five In-Classroom Lessons on Watersheds, Stormwater and Water Quality										
10	Development of Lesson Plan	Personnel Hours	HCC & FCPS	Developing lesson plans on water quality, stormwater watersheds and native plantings for fourth and fifth grade	\$ 27.10 per hour	20	\$ 542.00	\$ -	\$ 542.00	
11	In-Person Lessons	Personnel Hours	HCC	Giving lessons in person (5 lessons, 1 hour each)	\$ 27.10 per hour	5	\$ 135.50	\$ -	\$ 135.50	
12	Lesson Materials	Materials	HCC & FCPS	Printing of handouts & hands on materials to be retained by TCE	\$ 500.00 lump sum	1	\$ -	\$ 500.00	\$ 500.00	
13	Teacher Professional Development	Personnel Hours	FCPS	Five teachers for two hours	\$ 27.10 per hour	10	\$ 271.00	\$ -	\$ 271.00	
14	TOTAL PROJECT BUDGET:							\$ 1,623.50	\$ 4,976.50	\$ 6,600.00
15								ORGANIZATION SHARE	GRANT SHARE	
16								45.1%	54.9%	
17										
18	NOTE: Cost share is not required for the first \$3,000. Above that, a 20% cost share is required.									

FIGURE 1 – MAP OF PROJECT AREA (FROM PVA)



Stormwater Quality Projects Incentive Grant Program



Fayette County Public School - Tate's Creek
Elementary School