

GRANT AWARD AGREEMENT

Fiscal Year 2019 Class B Education Incentive Grant Project

THIS AGREEMENT, made and entered into on the 25 day of April, 2019, 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 UNIVERSITY OF KENTUCKY RESEARCH FOUNDATION**, 500 South Limestone, 109 Kinkead Hall, Lexington, KY 40526-0001 (hereinafter "Grantee").

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 **\$35,000.00** (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 60 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. Additionally, a full standard report of expenditures shall be provided with the Request for Funds. For project specific personnel costs and stipends, documentation shall include labor distribution reports.
 - (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. A full standard report of expenditures shall be provided with the documentation of Match Costs. For project specific personnel costs and stipends included as Match Costs, documentation shall include labor distribution reports. 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 substantive 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 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 provide the Grantee thirty (30) calendar days to address the deficiency or violation. If the Grantee does not, after the thirty (30) days, come into compliance with 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) 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 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.
- (21) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall, to the extent allowed by Kentucky 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:

[Signature]
CLERK, URBAN COUNTY COUNCIL

Grantee Organization:

THE UNIVERSITY OF KENTUCKY RESEARCH
FOUNDATION
500 SOUTH LIMESTONE, 109 KINKEAD HALL
LEXINGTON, KY 40526-0001

BY: Kim C. Carter ^{NKS} 2/15/2019 VT

NAME: Kim C Carter

TITLE: Associate Director

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Kim C. Carter, as the duly authorized representative for and on behalf of University of Kentucky Research Foundation, on this the 15th day of February, 2019.
My commission expires: 12/29/2019.

[Signature], ID# 547485
NOTARY PUBLIC

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
The University of Kentucky Research Foundation

GRANT PROGRAM: 2019 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: The University of Kentucky Research Foundation (UKRF) ^{HC}
500 South Limestone, 109 Kinkead Hall
Lexington, KY 40526
ospa@uky.edu
Organization #: 0052708

Primary Project Contact & Project Manager: Brad Lee, Soil and Water Quality Specialist, Plant and Soil Science Department, University of Kentucky (UK), ASCN N-212B
1100 S. Limestone
Lexington, KY 40546
859-257-0156 (phone)
brad.lee@uky.edu (email)

Secondary Project Contact(s): Rick Durham
859-257-3249 (phone)
rick.durham@uky.edu (email)

Project Team Members: Rick Durham – Horticulture Extension Specialist and State Master Gardener Coordinator, Horticulture Department, UK
Suzette Walling – Water Quality Extension Associate, Plant and Soil Sciences Department, UK
Gregg Munshaw – Turfgrass Extension Specialist, Plant and Soil Sciences Department, UK
Dwayne Edwards – Professor, Biosystems and Agricultural Engineering Department,

TARGET AUDIENCE

The target audience for this project is expected to reach approximately 138,398 residents to include homeowners, dog owners, dog walking businesses, homeowner associations, watershed groups, lawn care businesses, and pet waste businesses. The objectives is to educate the general public on the impacts of pet waste and associated water quality issues and engage pet owners to develop proper pet waste management practices in public and private spaces.

Per the application, "The target audience for the public element includes the 45.9% of Fayette County households which have 1.9 dogs (A VMA, 2012) living in single and multi-family dwellings. Special emphasis will be placed on dwellings with lawns as these households have the greatest potential to contribute excess nutrients from fertilizers and dog waste that reach Fayette County streams. Preliminary results from the "No P on My Lawn!" program show that most homeowners are unaware of the impact of P runoff from urban areas. Of those who apply fertilizer, most have no scientific basis for the application and are not familiar with strategies to increase plant uptake and reduce runoff."

PROJECT PLAN ELEMENTS

This project focuses on Nutrient Load Reduction and education for the general public on the impacts of pet waste and associated water quality issues and engage pet owners to develop proper pet waste management practices in public and private spaces.

Research has demonstrated that there are two major contributors of P to urban area stormwater: fertilizer and dog waste. In 2017 the University of Kentucky launched an educational program titled, "No P on my Lawn!" which was funded by the LFUCG. The program focuses on educating the general

public and lawn and landscape care businesses about responsible nutrient management and reduction of P fertilizer applications. We propose to build on this program and expound on the second largest source of P in urban environments: dog waste. Addressing dog waste as a pollution source is particularly important as Kentucky ranks 3rd in the nation behind Arkansas and New Mexico per capita for the number of dogs (45.9% of Kentucky households have 1.9 dogs (A VMA, 2012)). Currently there is an ongoing research project at the University of Kentucky, funded by the Kentucky Water Resources Research Institute (KWRRRI) that will quantify the amount of P in stormwater runoff from dog waste. We propose to translate this research into an easily understood format and incorporate it into the ongoing "No P on my Lawn!" education and outreach program as well as professional and educational literature and specific project elements below.

The FY2019 "No P on my Lawn!" campaign will incorporate the following three general project elements:

- a) **Surveys** – To assess dog owner perceptions and practices and measure actual practices pre- and post-surveys will be conducted.
- b) **Public Education** – Educational materials will be developed and disseminated through workshops and pet-oriented businesses/organizations, public events, signage at LFUCG dog parks, as well as professional associations. Through Homeowner/Neighborhood Association meetings and other community organizations, homeowners (45.9% of which are dog owners) will be educated about phosphorus impacts using an updated version of the "No P on My Lawn!" program.

Engage pet owners to encourage proper pet waste management practices. To also include partnerships with businesses associated with dog waste management (e.g. Pet Butler, What's the Scoop? Pet Waste Removal) and pet care (vet clinics, groomers, pet supply companies, pet sitter companies) as well as shelters and rescue groups to provide educational materials on pet waste management to distribute to their clients

- c) **Public Involvement** – To include hosting a table at dog parks and booth at Lexington Farmer's Market and other similar venues to engage pet owners and distribute educational materials. The public will be involved by engaging in a game to test their knowledge of where nutrients are sourced from and where excess nutrients are deposited. At the conclusion, pet owners will have the opportunity to sign a pledge to pick up after their pet. Marketing materials such as pet waste bags and doggie bandanas with printed logos will be distributed to pledge participants. Logo design will be conducted as a contest on campus through the Fine Arts Department.

PROJECT SUSTAINABILITY

- 1) **Long-term Component for Ongoing Education and Involvement:** The project plans to include ongoing education and involvement beyond the end of the grant, so this resource can continue to be introduced and available to the public. Fayette County Master Gardeners will be trained to implement the educational program as part of their required CEUs. In addition, members of the project team have educational outreach requirements to assist MS4s meet MCMs 1 & 2 including topics of nutrient management..
- 2) **Personnel for Long-Term Implementation:** Fayette County Master Gardeners will be trained to implement the educational program as part of their required CEUs.
- 3) **Ongoing Sources of Funding for Future Program Implementation beyond the Grant Period:** The Fayette County Cooperative Extension Office coordinates a Master Gardener Program. These Master Gardeners have volunteer requirements annually in order to maintain their Master Gardener active status. Delivering an education program will be one of the ways Master Gardeners can gain their volunteer requirements. An on-going objective of this project is to pass major responsibilities of public education regarding nutrient management to the Fayette County Master Gardeners as one of their signature programs.

The components of this work will be incorporated into a new thrust area for the University of Kentucky Cooperative Extension Service which focuses on assisting regulated Municipal Separate Storm Sewer System (MS4) communities with their Minimum Control Measures 1. Public Education & Outreach and 2. Public Involvement

PROJECT SUCCESS MEASURES

The success of the project will be measured by the following quantifiable mechanisms:

- The number of media announcements delivered and people reached through these media outlets: UK Cooperative Extension Service publications distributed, participants at "No Pon my Lawn!" workshops, pet supply stores and veterinary clinics participating in media distribution, signage for dog parks.
- Surveys measuring the pre- and post- knowledge of urban P sources and contributions from dog waste will be collected, summarized and quantified.
- Number of pledges from event participants
- Pre- and post-project occurrences of people picking up after their pet at LFUCG dog parks.

REPORTING REQUIREMENTS

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

- 1) All handouts and educational materials shall be provided to the LFUCG Grant Manager in hard copy and electronic (PDF) format with Request for Funds & Project Status Reports and/or Project Final Report.
- 2) All attachments to Request for Funds & Project Status Reports shall reference the associated line Table 2 – Eligible Expenses

EQUIPMENT

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

ADDITIONAL STIPULATIONS

- 1) Signage at Public facilities to be approved by the Division of Environmental Services and Division of Parks & Recreation prior to installation.

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
Approval grant award	Summer 2019
Outline training and educational resources for public education/outreach	
Develop educational materials and survey instruments	
Design logo	
Draft promotional materials and signage	
Contact HOAs/Neighborhood Assoc./Community Organizations	
Initiate document revisions: AGR-1 and other documents addressing nutrient management	
Finalize promotional materials	Fall 2019
Seek comment on educational materials/signage Finalize and order signage	
Order participation incentives Survey dog parks	
Populate website with educational materials	
Begin promotional activities	
Host educational workshops on nutrient management (homeowner/neighborhood associations, community organizations) train Master Gardeners	
First public education event	
Review and evaluate activity to date	Dec 2019 - Feb 2020
Conduct project assessment and identify gaps, successes, areas for improvement	
Refine educational materials and approach	
Finalize document revisions	
Data assessment	
Continue monthly public educational events	Spring 2020
Continue educational workshops on nutrient management	
Continue promotional activities	
Finalize data assessment	Jun-20
Educational resources submitted for recognition at professional societies	
Submit Final Project Report to LFUCG	30 Days after project completion

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES & ORGANIZATION COST SHARE

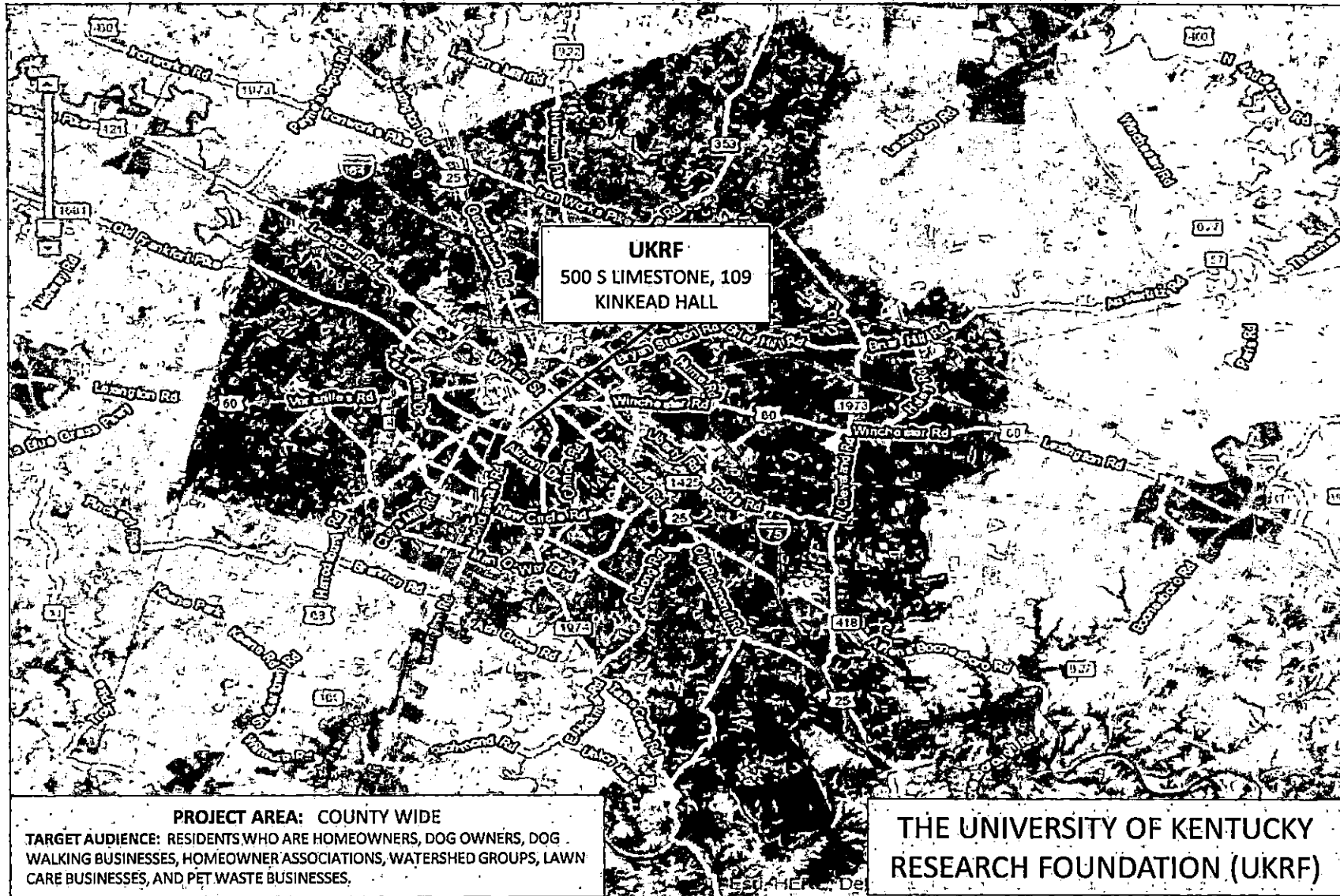
Table 2 lists the Eligible Expenses for this project. Only properly invoiced items shall be reimbursed with grant monies or counted toward the Organization’s cost share.

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 EXPENSES

	Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense
1 Project Element: Urban Nutrient Run-Off - Changing Perception about Canine Waste Collection								
2	Personnel Hours	Brad Lee	Personnel hours	\$ 74.22 per hour	104	\$ 7,719.00	\$ -	\$ 7,719.00
3	Personnel Hours	Rick Durham	Personnel hours	\$ 71.85 per hour	94	\$ 6,754.00	\$ -	\$ 6,754.00
4	Personnel Hours	Gregg Munshaw	Personnel hours	\$ 63.69 per hour	62	\$ 3,949.00	\$ -	\$ 3,949.00
5	Personnel Hours	Dwayne Edwards	Personnel hours	\$ 66.43 per hour	42	\$ 2,790.00	\$ -	\$ 2,790.00
6	Personnel Hours	Suzette Walling	Personnel hours	\$ 35.89 per hour	416	\$ -	\$ 14,932.00	\$ 14,932.00
7	Personnel Hours	Students	Personnel hours	\$ 10.51 per hour	870	\$ -	\$ 9,143.00	\$ 9,143.00
8	Supplies	Participants Incentives	Bandanas	\$ 200.00 per site	10	\$ -	\$ 2,000.00	\$ 2,000.00
9	Materials	Education Materials	signage, flyers	\$ 154.60 per site	20	\$ -	\$ 3,092.01	\$ 3,092.01
10	Indirect Costs		indirect costs (cost of project)	\$ 11,295.00 LS	1	\$ 11,295.00	\$ -	\$ 11,295.00
11	Indirect Costs		indirect costs (cost of project)	\$ 5,833.00 LS	1	\$ -	\$ 5,833.00	\$ 5,833.00
12				TOTAL PROJECT BUDGET:		\$ 32,507.00	\$ 35,000.00	\$ 67,507.00
13						ORGANIZATION	GRANT	
14				COST SHARE % = 48.15%	OK	SHARE	SHARE	
15				MUST BE > 20%		48.2%	51.8%	
16	* Note: Organization share must be 20% of total project costs.							

Stormwater Quality Projects Incentive Grant Program



MAYOR LINDA GORTON



LEXINGTON

CHARLES H. MARTIN, P.E.
DIRECTOR
WATER QUALITY

TO: Mayor Linda Gorton
Urban County Council

FROM : Rocky E. Chen FOR C.H. MARTIN
Charles H. Martin, P.E., Director
Division of Water Quality

DATE: March 5, 2019

SUBJECT: Recommendation for a FY19 (Class B Education) Stormwater Quality Projects Incentive Grant for The University of Kentucky Research Foundation (UKRF).

Request

The purpose of this memorandum is to request approval of a FY19 (Class B Education) Stormwater Quality Projects Incentive Grant for The University of Kentucky Research Foundation (UKRF) in the amount of \$35,000.00.

Purpose of Request

The purpose of this project is to educate and involve the public about the effects of excess phosphorous (P) on the Commonwealth's surface waters. A goal of this project is to create a paradigm shift in current lawn fertilizing habits, resulting in nutrient load reduction that will ultimately improve water quality. UKRF seeks to develop educational materials that can be provided to pet-oriented businesses / organizations and to professional associations, and that can be disseminated at public events and included on signage at LFUCG dog parks.

Project Cost in FY19 and in Future Budget Years

The grant has been approved by the Water Quality Fees Board in the amount of \$35,000.00 and will be fully spent by FY20.

Are Funds Budgeted

Funds are budgeted in: 4052 - 303204 - 3373 - 78112 - WQINCENTIVE_19 - WQ_GRANT

Martin

