

GRANT AWARD AGREEMENT

Fiscal Year 2021 Class B Education Incentive Grant Project

THIS AGREEMENT, made and entered into on the 19th day of March, 2021, 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 **BLUEGRASS GREENSOURCE, INC.**, 835 NATIONAL AVENUE, LEXINGTON, KENTUCKY 40502 (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 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. 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) 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:

Mackenzie Summers
Deputy CLERK, URBAN COUNTY COUNCIL

Grantee Organization: BLUEGRASS GREENSOURCE, INC.
835 NATIONAL AVENUE
LEXINGTON, KY 40502

BY: Amy Sohner
NAME: Amy Sohner
TITLE: Executive Director

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Amy Sohner, as the duly authorized representative for and on behalf of Bluegrass Green Source, on this the 8 day of Feb, 2021.
My commission expires: 11/12/2023
Charleen Dennis
NOTARY PUBLIC

OFFICE OF THE MAYOR, as well as other incentive Grant program projects like the one at the base of the Helix Garage.

The Walking Tour will be housed on Bluegrass Greensource's website and will be linked and promoted by Town Branch Trail, VisitLEX, and the City of Lexington's website. The new Walking Tour will also include applicable connections to the Town Branch Water Walk (townbranch.org/tbww) that was created several years ago.

3) **Public Education**

The second element of this project, and very important to its success, is the promotion of the Water Walk. As soon as Notice To Proceed is received, Bluegrass Greensource will highlight the remaining construction projects. Our experienced staff will interview professionals involved in the construction process and use photographs to showcase the water quality amenities that are being installed. The

social media campaign will serve as a preview to the walking tour and help boost our audience's appetite for more information about the Commons.

Once the Water Walk is finalized, Bluegrass Greensource staff will promote the self-guided tour. Promotion will include press releases, TV and radio interviews, and most importantly our partner organizations, including VisitLEX and Town Branch Trail, will help to promote the tour through their connections.

Finally, Bluegrass Greensource will plan two (2) guided walks along the Commons for the fall of 2021. The walks will use the walking tour and will include experts in the fields of water quality and Lexington history. The guided walk will incorporate the fifteen (15) points of interest as stops along the tour and allow participants to interact and ask questions about the highlighted features.

TARGET AUDIENCE

The work will focus on educating and engaging a multi-generational audience throughout Lexington. These efforts will primarily be accessible online, and, as such, our audience is not limited to Lexington residents only. The educational content may be viewed by visitors to the Bluegrass, educators for classrooms, or any number of people interested in green infrastructure.

Once the Town Branch Commons is fully opened, the Lexington public will be excited to use the new space. This Walking Tour will allow the visitors to the Commons to fully understand how the new construction is directly tied to water quality. To appeal to the broadest audience, the tour will include aspects of water quality beyond the structural. History, art, and transportation aspects will be highlighted to ensure that the tour is engaging to many.

The anticipated reach in the first year is 20-30 participants in each guided walking tour and more than 500 views of the online tour.

PUBLIC EDUCATION ELEMENTS

Public Education will take place through the promotion of the walking tour. Bluegrass Greensource will work with our partners VisitLEX and Town Branch Trail as well as others to help the public learn about the tour. In addition, Greensource will produce press releases and work to be a part of local media to further the Walking Tour's exposure. Additionally, Bluegrass Greensource's work to promote the construction aspects of the Commons will be part of the education aspect.

PUBLIC INVOLVEMENT ELEMENTS

Public Involvement will primarily take place through the use of the walking tour and participation in the two guided walks. The Walking Tour will be finalized in late summer of 2021, and the two guided walking tours will be scheduled in the early fall of 2021.

PROJECT SUSTAINABILITY

- 1) ***Long-Term Component for Ongoing Education and Involvement:*** Bluegrass Greensource is committed to hosting the walking tour indefinitely and the city of Lexington (<https://www.lexingtonky.gov/townbranchcommons>), Town Branch Trail (<https://townbranch.org/tbww/>), and VisitLEX (<https://www.visitlex.com/>) will continuously provide a link to the tour. In addition, the material gathered to create the virtual walking tour will be used to create content for future permanent educational signage along the Town Branch Commons Trail.
- 2) ***Personnel for Long-Term Implementation:*** Since 2001, Bluegrass Greensource has been the state's premier environmental education organization. With many of its staff boasting more than 10 years with the organization, it has proven its ability to implement water quality programming on a long-term basis. Bluegrass Greensource intends to utilize Outreach Specialists to continue the implementation of the project on a long-term basis. Outreach Specialists will be available to continue neighborhood association workshops upon request, and as a point of contact for expert advice and consultation.
- 3) ***Ongoing Sources of Funding for Future Program Implementation Beyond the Grant Period:*** For the last 18 years, Bluegrass Greensource has relied on grants and contracts to fulfill its mission, including its water quality education goals. Though there is not a dedicated source of funding identified to continue the project exactly as described in this proposal, Greensource will work diligently to find funding to continue the programs created and expanded during the grant.

PROJECT SUCCESS MEASURES

The following goals of the Incentive Grant Program will be met:

1. Engagements in social media will generate more than 1,000 engagements on social media promoting the guided and virtual tours.
2. Walking Tour Participants is expected to have 50 people participate across the two guided walking tours held in the fall of 2021.
3. Walking Tour Website Analytics is expected to connect with at least 500 people through the virtual walking tour.
4. Media attention will include five on-air interviews on TV and radio to promote the tour.
5. The proposed project will work directly to reach the Incentive Grant Program's goal to provide public or private education related to stormwater quality. The Walking Tour's direct purpose is to provide education about stormwater quality to all that participate. The education will include ways that the City of Lexington is prioritizing water quality as well as ways that individuals can help to contribute to water quality improvements on their property.

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 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 STIPULATIONS

In addition to the reporting requirements outlined above, the following special items are required for this project:

- 1) Organization shall obtain written approval / agreement prior to work being done on properties not owned by Grantee.
- 2) Organization shall provide web analytics to the Division of Water Quality tracking the number of visitors to the virtual Water Walk.
- 3) Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables.

- 4) Organization proposes a larger cost-share beyond that required by the grant program. Budget shall reflect the 30.5% cost-share offered in the application (approximately \$14,275.00).

EQUIPMENT

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

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 of Grant Award Agreement and Receipt of Notice To Proceed	Winter 2020-2021
Planning meeting with Partners	Within one (1) month of Notice To Proceed
History research	February-May 2021
Onsite interviews of the construction process	February-May 2021
Video production	February-May 2021
Virtual Tour creation	April-July 2021
Website finalized	July 2021
Promotion of Virtual Tour	July-September 2021
Two (2) guided tours	September 2021

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 with the following exception: None.

TABLE 2 ELIGIBLE EXPENSES

Line No.	Activities	Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense	
1	Project Element: Public Involvement Elements									
2	Video Description of 5 water quality benefits	Personnel Hours	SCAPE	Video Description of water quality benefits	\$5,710 Per video	5	\$ 14,275	\$ 14,275	\$ 28,550	
3	Website and Graphic Design	Contract rate	BGADD	Design Town Branch Trail (TBT) Website	\$5,000 Contract rate	1	\$ -	\$ 5,000	\$ 5,000	
4	Content for Website	Personnel Hours	BGGS (Lindsie Nicholas)	Content on Water Quality Benefits (10 features)	\$31.58 Hrly Rate	50	\$ -	\$ 1,579	\$ 1,579	
5	Research and work with Town Branch Trail	Personnel Hours	BGGS (Chris Porter)	History of Town Branch	\$ 31.71 Per hr	80	\$ -	\$ 2,537	\$ 2,537	
6	Walking Tour (Virtual)	Personnel Hours	BGGS (Pattie Stivender)	Walking tour for existing TBT website	\$ 37.28 per hr	80	\$ -	\$ 2,982	\$ 2,982	
7	Social Media	Personnel Hours	BGGS (Lindsie Nicholas)	In Person highlights (15)	\$ 31.58 Per hr	80	\$ -	\$ 2,526	\$ 2,526	
8	Social Media Promotion	Promotion	BGGS (Noel Osborn)	Social Media Posts	\$ 26.57 Per Hour	30	\$ -	\$ 797	\$ 797	
9	Facebook Boosts	Promotion	BGGS	Social media promotion	\$ 20.00 Per boost	30	\$ -	\$ 600	\$ 600	
10	Press Release	Personnel Hours	BGGS (Amy Sohner)	Promote Project	\$ 53.50 per hour	10	\$ -	\$ 535	\$ 535	
11	Supplies	Production Cost	BGGS	Signage and banners for in person tours and to promote self guided tour	\$ 400.00 LS		\$ -	\$ 400	\$ 400	
12	Mileage	Travel	BGGS	Staff Travel	\$0.50 per mile	226	\$ -	\$ 113	\$ 113	
13	Project Element: Public Education									
14	Walking Tour	Personnel Hours	BGGS (Kara Sayles)	Walking Tour	\$ 35.69 Per hour	10	\$ -	\$ 357	\$ 357	
15	Radio/TV interviews	Promotion	BGGS (Amy Sohner)	Interviews	\$ 53.50 per hour	15	\$ -	\$ 803	\$ 803	
16	Press Conference	Personnel Hours	BGGS (Amy Sohner)	Kickoff Event	\$ 53.50 per hour	10	\$ -	\$ 535	\$ 535	
17	Indirect Costs				15.50%		\$ -	\$ 1,961	\$ 1,961	
18	TOTAL PROJECT BUDGET:							\$ 14,275.00	\$ 35,000	\$ 49,275
19								ORGANIZATION SHARE	GRANT SHARE	
20	<div style="border: 1px solid black; padding: 5px; display: inline-block;"> MATCH % AFTER FIRST \$2,500 = 30.52% OK MUST BE > 20% </div>									
21										

Stormwater Quality Projects Incentive Grant Program

