

Statement of Agreement

This agreement is made and entered on April 11, 2016 into by and between LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government") and the signer, (hereinafter "Grantee") a non-profit organization operating under the laws of the Commonwealth of Kentucky, with offices located in Lexington, KY.

The Agreement for the Sustainable Environment Grant program states as follows:

1. Grantee will propose and implement a specific project that has a positive environmental impact related to land, water, air, energy and waste through art, innovation, collaboration and education to improve the quality of life for the citizens of Fayette County by contributing to a more sustainable community. .
2. Grantee will propose a need for the funds requested \$ 5000 ^{LSE} along with a 50% match. Grantee understands that an amount less than the request may be awarded, but in no event shall Grantee's required match be less than 50% of the funds awarded.
3. Any such projects funded by the Government shall be open and available to the public and benefit the entire community.
4. Grantee agrees to complete the proposed project, including submission of the required final report, on or before May 31, 2017.
5. Disbursement of grant funds will be as follows:
 - 100% upon completion of the project and submission of final report
(Final report must include documentation as proof of project expenditures)
6. The Government assumes no responsibility whatsoever in the Grantee development project activities. Grantee promises and agrees that it will save the Government harmless from any and all liability for personal injury, property damage, or loss of life or property resulting from or in anyway connected with the activities carried out pursuant to this agreement, the grant award or the Sustainable Environment Grant program.
7. The Government must approve all proposed changes to the funded project. The Grantee must provide written explanation of any proposed changes and the reasons for those changes.
8. In any written or oral communications, the Grantee shall identify the Lexington-Fayette Urban County Government's Department of Environmental Quality & Public Works as the source of the above-referenced funds; the Grantee shall not specifically identify any individual Council member as being responsible for the funds donated by the Lexington-Fayette Urban County Government.
9. The Grantee agrees to comply with all applicable local and state rules, ordinances and laws in implementation of the project. The Grantee further agrees to secure prior written approval from the appropriate agency with the Government for any project that will be conducted on Government property.
10. Grantee agrees to Call Kentucky 811 prior to excavation or digging work for any tree planting project. Kentucky 811 will notify the appropriate utilities to come out and locate the lines to help prevent accidental line cuts and interruptions of service. The service is provided free of charge to you.
11. When using a contractor for planting, Grantee must require an agreement of site preparation, installation and mulch with a one year maintenance plan for the newly planted tree(s) that includes annual fertilization, preventive insect treatments, structural pruning, staking (if necessary) and maintenance of the mulch ring. Grantee must contact the LFUCG Urban Forester prior to purchasing or planting trees.

Grantee

Grantee Name (Please type) Heather Lyons

Grantee Signature Heather Lyons

Street Address 362 N. Martin Luther King Blvd.

City, State ZIP Code Lexington, KY 40508

Lexington-Fayette Urban County Government

By: _____

Jim Gray, Mayor

Attest: _____

Clerk, Urban County Council