

GRANT AWARD AGREEMENT

Fiscal Year 2022 Class B Education Incentive Grant Program

THIS AGREEMENT, made and entered into on the _____ day of _____, 20____, 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 - UNIVERSITY OF KENTUCKY, LEXINGTON, KENTUCKY 40506-0032 (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 **\$34,997.00** (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 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, MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL

Grantee Organization: THE UNIVERSITY OF KENTUCKY RESEARCH
FOUNDATION

500 SOUTH LIMESTONE, 109 KINKEAD HALL
UNIVERSITY OF KENTUCKY
LEXINGTON, KY 40526 NKS

BY: Kim C. Carter 2/23/2022

NAME: Kim C. Carter

TITLE: Associate Director

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Kim Carter, as the duly authorized representative for and on behalf of UKRF, on this the 23 day of February, 2022.

JUDY STIMPSON
Notary Public-State at Large
KENTUCKY - Notary ID #607354
My Commission Expires 09-08-2022

[Signature]
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

**2022 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) NKS
KC
500 South Limestone, 109 Kinkead Hall
University of Kentucky
Lexington, KY 40526
KY Organization #0052708

**Primary Project Contact
& Project Manager:** Brad Lee
859-257-0156 (phone)
brad.lee@uky.edu (email)

Secondary Project Contact: Suzette Walling
859-257-1651 (phone)
s.walling@uky.edu (email)

Project Team Members: Brad Lee, Soil and Water Quality Extension Professor, Plant and Soil Sciences Department, University of Kentucky
Suzette Walling, Water Quality Extension Associate, Plant and Soil Sciences Department, University of Kentucky
Glynn Beck, Hydrologist, Kentucky Geological Survey, Henderson, KY

PROJECT PLAN ELEMENTS

The purpose of the project is to continue the ongoing efforts of the FY 2017 and FY 2019 Stormwater Quality Projects Incentive Grant "No P on my Lawn" program. The program will educate and engage homeowners, dog owners, dog walking business, neighborhood associations, homeowner associations, watershed groups, lawn care business and pet waste business on the impacts of pet excrement and fertilizer on water quality issues; and to develop a proper nutrient and pet excrement management practices in public and private spaces.

- 1) **Surveys:** development and distribution of surveys measuring the pre- and post- knowledge of urban P sources and contributions from dog waste will be collected, summarized and quantified.
- 2) **Public Education:** Stormwater educational that will be an updated version of the FY 2017 and FY 2019 "No P on my Lawn" materials and dissemination through workshops to pet oriented businesses / organizations, public events as well as Professional associations.
 - a. The campaign will continue to emphasize the importance of soil tests, the environmental consequences of over-fertilization and inadvertent phosphorus inputs from dog waste.
 - b. Media announcements to be delivered and distributed to the people through the UK Cooperative Extension Service publications, participants at "No P on my Lawn!" workshops, pet supply stores and veterinary clinics participating in media distribution.
- 3) **Public Involvement:** The public involvement component involves engaging lawn care companies, homeowners, and dog owners, and encourages proper fertilizer and dog excrement management practices.

TARGET AUDIENCE

The target audience includes the *occupants of single family residences (97,757) and dog owners at these residences (44,870)*. These audiences have little knowledge concerning the impacts of dog waste and excessive fertilizer applications on water quality. Results from previous work on the "No P on my Lawn!" project indicate 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.

Previous studies across continents have demonstrated that dog owners picked up waste in public places 60% of the time. Our data from direct observation of Lexington dog park participants indicated that Fayette County dog owners are slightly more responsible at 70- 80% prior to the "Bag the Doo!" educational signage being implemented at 4 Lexington dogparks. Post-signage implementation at these same parks resulted in an increase of dog owners picking up their dog by 2 to 13%. In addition, 2011 Lexington dog owners took a pledge to pick up after their pet in public, however there was not 100% commitment to pick up after their pet at home. Waste left on the ground is of concern because it contributes to bacterial and nutrient pollution. The phosphorus content of dog waste is 3.15% (dry weight). When waste is left on the ground it adds to anthropogenic inputs of phosphorus via over application of fertilizers, compounding the potential for runoff in the Bluegrass Region which possesses a naturally high soil phosphorus content.

For *FY 2022*, UKRF will build upon LFUCG's efforts to quantify existing pet owner practices by *expanding the survey population and incorporating questions to assess lawn managers and pet owner's understanding of water quality issues associated with fertilizer and dog excrement.*

PROJECT SUSTAINABILITY

- 1) ***Long-term Component for Ongoing Education and Involvement:*** The long-term component for ongoing education and involvement for this grant is the University of Kentucky Environmental and Natural Resource Issues Task Force has a full-time staff person to deliver nutrient management education programming in urban areas.
- 2) ***Personnel for Long-Term Implementation:*** The project team is made up of outreach and education experts from the College of Agriculture, Food and Environment at the University of Kentucky (see Project Team Members on Page 1). The project team has outreach programs and are actively engaged with educational activities to support MS4s to help them meet their Minimum Control Measure (MCM) 1 and 2 requirements. Nutrient management and stormwater runoff are common themes for each team member's outreach, educational and research program goals.
- 3) ***Ongoing Sources of Funding for Future Program Implementation beyond the Grant Period:*** Components of the program will be incorporated into programs for Cooperative Extension System (CES) agents to assist other MS4 communities to meet MCM 1 and MCM2 permit requirements.

PROJECT SUCCESS MEASURES

- 1) The number of media announcements delivered and people reached through these media outlets: UK Cooperative Extension Service publications distributed, participants at "No P on my Lawn!" workshops, pet supply stores and veterinary clinics participating in media distribution, signage for dog parks.
- 2) Surveys measuring the pre- and post- knowledge of urban P sources and contributions from dog waste will be collected, summarized and quantified.
- 3) Number of pledges from event participants.
- 4) Post-project occurrences of people picking up after their pet at LFUCG dog parks. (Continuation of survey we conducted in 2019 & 2020).
- 5) In addition, UKRF will spatially quantify the number of dog excrement piles remaining within one paddock of each of 4 dog parks in an effort to evaluate where the majority of excrement occurs to guide the placement of waste bins.

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) All evaluations / surveys, 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.
- 4) 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 in the Grant Award Agreement, the following special items are noted for this project:

- 1) Both electronic and hard copies of all materials are to be provided to LFUCG, for its use, as part of the grant deliverables.
- 2) Organization is to provide the results of the research data to LFUCG if the results are not incorporated into the training materials and / or workshop content.
- 3) Signage at public facilities to be approved by the Division of Environmental Services and Division of Parks & Recreation prior to installation.

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 – PRELIMINARY PROJECT SCHEDULE

Activity	Target date
Approval grant award	Summer 2021
Outline training and educational resource for public education / outreach	
Develop education materials and survey instruments	
Contact HOAs / Neighborhood Associations / Community Organizations	
Initiate document materials: Master Gardener training program	
Reserve table for Farmers Markets for 2022	Fall 2021
Finalize promotional materials	
Seek comments on educational materials	
Order participation incentives	
Populate website with educational materials & develop monthly educational media releases	
Begin promotional activities	
Deliver educational program to HOAs / Neighborhood Association / Community Organizations	
Georeferenced dog excrement piles in 1 paddock of each dog park & develop maps for future workshops	
Review and Evaluate activity to date	Winter 2022
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 / media releases	Spring 2022
Deliver Master Gardener training to future volunteers	
Continue promotional activities	
Finalize data assessment	June 2022
Educational resources submitted for recognition at professional societies	30 days after project completion
Submit final project report to LFUCG	

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	
1	Project Element:									
2	Project Management	Brad Lee	Principal Investigator	Personnel hours	\$ 82.47 per hour	200	\$ -	\$16,495.00	\$16,495.00	
3	Education Outreach	Suzette Walling		Personnel hours	\$ 37.40 per hour	217	\$ 8,125.55	\$ -	\$ 8,125.55	
4	Education Outreach	E. Glynn Beck		Personnel hours	\$ 59.70 per hour	40	\$ -	\$ 2,388.00	\$ 2,388.00	
5	Outreach participation	Students		Personnel hours	\$ 12.46 per hour	200	\$ -	\$ 2,492.00	\$ 2,492.00	
6	Participant Incentives	Supplies		Incentive items (bandanas, compostable refill bags, yard signs)	\$ 10.00 each	550	\$ -	\$ 5,500.00	\$ 5,500.00	
7	Farmer's market and dog park table events	Supplies		Educational materials and display items	\$ 750.00 each	1	\$ -	\$ 750.00	\$ 750.00	
8	Materials	Educational material		Surveys / flyers / handouts	\$ 10.00 per site	50	\$ -	\$ 500.00	\$ 500.00	
9	Transportation	Transportation	Beck, Walling, Lee	Mileage	\$ 0.58 per mile	550	\$ -	\$ 319.00	\$ 319.00	
10	Lodging	Lodging	Beck	Hotel - CONUS	\$ 110.00 per night	4	\$ -	\$ 440.00	\$ 440.00	
11	Misc	per diem	Beck	per diem - CONUS	\$ 56.00 per day	5	\$ -	\$ 280.00	\$ 280.00	
12	Misc	Indirect costs		Indirect costs	\$29,165.00 Direct cost	20.0%	\$ -	\$ 5,833.00	\$ 5,833.00	
13	TOTAL PROJECT BUDGET:							\$ 8,125.55	\$34,997.00	\$43,122.55
14								ORGANIZATION SHARE	GRANT SHARE	
15	MATCH % AFTER FIRST \$2,500 = 20.00% OK							20.0%	80.0%	
16	MUST BE > 20%									

FIGURE 1 – MAP OF PROJECT AREA

