

GRANT AWARD AGREEMENT

Fiscal Year 2022 Class B Education Incentive Grant Program

THIS AGREEMENT, made and entered into on the 18th day of March, 2022 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 FAYETTE EDUCATION FOUNDATION CORPORATION PO BOX 910951, LEXINGTON, KENTUCKY 40591 (hereinafter "Grantee"), and FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION, 455 Park Place, Lexington, Kentucky 40511 (hereinafter "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 \$9,750.00 (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.

Stormwater Quality Projects Incentive Grant Program



COLT ENGINEERING, INC. DBA THOROUGHBRD ENGINE

ing 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 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 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 Stock
CLERK, URBAN COUNTY COUNCIL

Grantee Organization:

THE FAYETTE EDUCATION FOUNDATION CORPORATION
PO BOX 910951
LEXINGTON, KY 40591

BY: Carrie Boling
NAME: Carrie Boling
TITLE: Executive Director

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Carrie Boling, as the duly authorized representative for and on behalf of Fayette Education Foundation, on this the 17 day of December, 2021

Lee Ellen Martin
NOTARY PUBLIC
STATE AT LARGE
KENTUCKY
ID. # KYNP37637
MY COMMISSION EXPIRES SEPTEMBER 27, 2025

My commission expires: Sept. 27, 2025

Lee Ellen Martin
NOTARY PUBLIC

Property Owner:

FAYETTE COUNTY SCHOOL DISTRICT FINANCE CORPORATION
455 PARK PLACE

LEXINGTON, KY 40511
BY: DK [Signature]
NAME: DEMETRUS LIGGINS
TITLE: SUPERINTENDENT

The foregoing Agreement was subscribed, sworn to and acknowledged before me by Dr. D Liggins, as the duly authorized representative for and on behalf of FCPS, on this the 14th day of February, 2022

My commission expires: 9.16.2024

Vivian R. Coles
NOTARY PUBLIC

KYNP 12190

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
The Fayette Education Foundation Corporation

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 Fayette Education Foundation Corporation
PO Box 910951
Lexington, KY 40591
KY Organization #1119165

CAB

Primary Project Contact: Carrie Boling, Executive Director
859-489-3805 (phone)
c.boling@fayettefoundation.org (email)

**Project Site Location &
Property Owner:** Fayette County School District Finance Corporation
Winburn Middle School
1060 Winburn Drive
Lexington, KY 40511
PVA #94022290

KK

Project Manager: Cheryl Gregoire
859-381-3967 (phone)
cheryl.gregoire@fayette.kyschools.us (email)

Secondary Project Contact Tresine Logsdon
859-619-6472 (phone)
tresine.logsdon@fayette.kyschools.us (email)

Project Team Members: Russ Turpin, Senior Environmental Specialist and
KEEC Environmental Educator

PROJECT PLAN ELEMENTS

The purpose of this project is to create awareness that focuses on community service and citizen science. FEFC hopes to direct resources toward addressing known water quality issues in the Cane Run Watershed.

All improvements shall be located on the property at 1060 Winburn Drive, Lexington, KY 40511, as shown in Figure 1. No other property or right-of-way shall be disturbed without the written permission from the property owners and / or LFUCG.

The general project elements include:

- 1) Rain Garden – Install a rain garden just below the parking area, adjacent to the existing channel, before the detention basin at the bottom of the property. The rain garden will intercept the stormwater runoff, reduce the velocity and improve the water quality before entering the Cane Run. Various departments from around the WMS building will be involved in the planning, installation and maintenance of the rain garden.
- 2) Rain Garden Tours – WMS's Green Team to develop a rain garden tour and environmental education packet to incorporate the campus rain garden into the curriculum to serve as a stormwater educational learning and awareness tool for the local community. The rain garden will be used as an outdoor classroom for all disciplines and levels to use for storm water education for years to come.

- 3) Stormwater Education Signage – Interpretive signage will be created to help neighbors and walking students understand the purpose and value of the WMS campus.

TARGET AUDIENCE

The primary target audience for the projects is the student population (825) and the secondary target audience is the community population (2125). WMS hopes to capitalize on the inherent opportunities of learning and teaching, to help students understand the natural world around them and their place in it. The teaching staff of over 80 educators will be informed and educated on the environmental and instructional benefits of the proposed rain garden. WMS does not offer a class that focuses solely on environmental topics, however, various teachers make an effort to incorporate stormwater issues in the curriculum as much as possible. The rain garden will serve as a launching point for teacher's improved environmental awareness efforts.

- 1) **Public Education** – The students, especially the WMS Green Team, to conduct Internal Assessments. This is a two-year project of the student's choosing that will require them to conduct ongoing research. The Community Leader Program students as well as STLP students will be used to create signage and be involved with the engineering aspects. The Green Team to host the presentation to grantors which involves members of each of the groups previously mentioned.
- 2) **Public Involvement** – Winburn Middle School will put forth an effort to involve the broader community as much as possible in this project. In time, WMS's goal is to have the rain garden tours be led by students for the broader community to take part and witness.

PROJECT SUSTAINABILITY

- 1) *Long-term Component for Ongoing Education and Involvement:* The long-term component for ongoing education and involvement for this grant will be the rain garden and tours that can be used as stormwater educational tools for years to come.
- 2) *Personnel for Long-Term Implementation:* It is anticipated that the curriculum developed as part of the education packet will be used by Winburn Middle School Science Teachers and the Sustainability Coordinator as part of annual lessons.
- 3) *Ongoing Sources of Funding for Future Program Implementation beyond the Grant Period:* The Winburn Middle School earns up to \$2,000 through the Fayette County Public School's *Go Green to Earn Green* funds. These funds are designed to be applied toward student-driven sustainability improvement projects. The campus rain garden project is an ideal beneficiary of these funds as maintenance or further development is necessary or desired.

PROJECT SUCCESS MEASURES

- 1) Evaluate the number of students participating in the educational activities associated with this grant.
- 2) Evaluate the treatments in a calendar year using the standard methods and estimated performance rates for stormwater Best Management Practices (BMPs).
- 3) Post-installation data will be collected from monitoring ports installed during Best Management Practice construction. The information collected during the service life of the rain garden will provide a better understanding of how bioretention BMPs perform through time.

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 tours 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, and tours 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 in the Grant Award Agreement, the following special items are noted for this project:

1. The rain garden shall be designed to receive runoff from impervious areas.
2. Plantings shall be selected from Lexington-Fayette Urban County Government’s (LFUCG) Rain Garden Manual.
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 24.2% cost share offered in the application (approximately \$2,315.00).

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	Schedule
Approval Grant Award Agreement and Notice to Proceed (NTP)	January 2022
Kick off Meeting with LFUCG and Project Partners	April 2022
Project Coordination Meetings and Curriculum Development	April 2022
Delivery of Educational Programs/ Materials	May 2022
Design and Permitting	May 2022
Construction of Rain Garden	June – July 2022
Final Walk Through of Project	July 2022
Provide Project Final Report to LFUCG	August 2022

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: Design and Installation of School Rain Garden								
2	Organizing	Personnel Hours	Project Manager	Project Manager hours at current payroll rate	\$ 37.00 per hour	15	\$ 555.00	\$ -	\$ 555.00
3	Design & Permitting	Consulting Fees	EcoGro	Site analysis, rain garden design, permitting (as-needed)	\$ 3,000.00 lump sum	1	\$ -	\$ 3,000.00	\$ 3,000.00
4	Earthwork	Contract Services	EcoGro	Excavation, grading, soil amendments, erosion controls, etc.	\$ 3,500.00 lump sum	1	\$ -	\$ 3,500.00	\$ 3,500.00
5	Installation of plant materials	Contract Services	EcoGro	Installation of rain garden plant materials, mulch, etc.	\$ 2,500.00 lump sum	1	\$ -	\$ 2,500.00	\$ 2,500.00
6	Project Element: Educational programs and professional development training on stormwater and operations & management of green infrastructure as outdoor classrooms								
7	Organizing event	Personnel Hours	Project Manager	Project Manager hours at current payroll rate	\$ 37.00 per hour	5	\$ 185.00	\$ -	\$ 185.00
8	Educational materials, signs	FCPS Green Bucks	FCPS	Signs	\$ 1,200.00 lump sum	1	\$ 1,200.00	\$ -	\$ 1,200.00
9	Curriculum development and delivery for FCPS students	Professional Services	EcoGro	Coordination and delivery of stormwater and rain garden design elements for Winburn Middle School students	\$ 75.00 per hour	5	\$ -	\$ 375.00	\$ 375.00
10	Professional development training for FCPS staff	Professional Services	EcoGro	Develop and deliver training on operations and management of green infrastructure as outdoor classrooms	\$ 75.00 per hour	5	\$ -	\$ 375.00	\$ 375.00
11	Professional development participants	Personnel Hours	FCPS personnel	professional development training on operations, maintenance and functions of green infrastructure as outdoor classrooms (assume 5 people for 3 hours = 15 hours)	\$ 27.95 per hour	6	\$ 167.70	\$ -	\$ 167.70
12					\$ 18.98 per hour	9	\$ 170.82	\$ -	\$ 170.82
13					TOTAL PROJECT BUDGET:		\$ 2,278.52	\$ 9,750.00	\$ 12,028.52
14							ORGANIZATION SHARE	GRANT SHARE	
15							23.9%	76.1%	
16					MATCH % AFTER FIRST \$2,500 = 23.91% OK				
					MUST BE > 20%				

FIGURE 1 – MAP OF PROJECT AREA (FROM PVA)



Stormwater Quality Projects Incentive Grant Program



PROJECT SITE:
WINBURN MIDDLE SCHOOL
1060 WINBURN DRIVE
LEXINGTON, KY 40511

THE FAYETTE EDUCATION FOUNDATION CORPORATION