

GRANT AWARD AGREEMENT

Fiscal Year 2012 Class B Education Incentive Grant Project

THIS AGREEMENT, made and entered into on the _____ day of _____, 2012, 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**, 109 Kinkead Hall, Lexington, Kentucky 40506 (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 **\$17,514.00** (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 project cost.
- (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 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. 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 odometer readings start and finish.
- (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 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 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) 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.
- (19) 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.
- (20) The Government assumes no responsibility whatsoever in the Grantee's project activities. Grantee shall, to the extent allowed by law, *specifically Kentucky Statues KRS Kentucky statutes KRS 44.070 -- KRS 44.160 and/or KRS 45A.235--KRS 45A.245*, 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.
- (21) The Grantee is solely responsible for assuring that adequate and appropriate insurance or other necessary coverage is maintained during the term of this Agreement.
- (22) 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: _____

JIM GRAY, MAYOR

ATTEST:

CLERK, URBAN COUNTY COUNCIL

Grantee Organization: THE UNIVERSITY OF KENTUCKY
RESEARCH FOUNDATION
109 KINKHEAD HALL

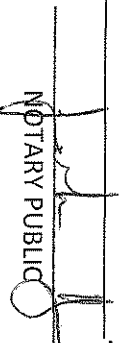
LEXINGTON, KENTUCKY 40506

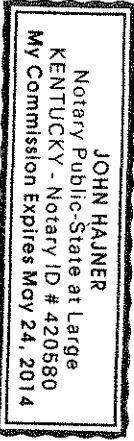
BY:  _____ 3-23-12

NAME: Deborah K. Davis
Director, Office of Sponsored Projects Administration
Associate Director, University of Kentucky Research Foundation

TITLE: _____

The foregoing Agreement was subscribed, sworn to and acknowledged before me by
Debbie Davis, Associate Director, as the duly authorized representative for and on behalf of
Univ. of Kentucky Research Found., on this the 23 day of MARCH, 2012.
My commission expires: _____


NOTARY PUBLIC



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

GRANT PROGRAM: Stormwater Quality Projects Incentive Grant Program

FY 2012 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

PROJECT TEAM AND CONTACT INFORMATION

Grantee Organization:

The University of Kentucky Research Foundation
109 Kinkhead Hall
Lexington, KY 40506-0057
KY Organization #: 0052708

Primary Project Contact:
(Administrative)

Deborah Davis
859-257-8311 (phone)
ospa@email.uky.edu

Secondary Project Contact:
(Administrative)

Esther Edwards
859-257-3780 (phone)
eedwards@uky.edu

Project Manager:

Dr. Carol D. Hanley –
College of Agriculture, ENRI
Associate Director TFISE
859-333-8248 (work phone)
chanley@uky.edu (email)

Project Team:

Kelly Taylor – College of Agriculture [Part-time Instructor]
Brian Radcliffe – College of Agriculture [Part time instructor]
Esther Edwards [Support Staff]
Jamie McCoy [Support Staff]
Eric Dewalt – Ridgewater LLC [Engineering Consultant]

Partnering Organizations:

UK – Biosystems and Agricultural Engineering Dept.
UK – Tracy Farmer Institute for Sustainability and the Environment (TFISE)
UK – College of Agriculture
Lexmark
Fayette County Public Schools: James Lane Allen Elem. School
Friends of Wolf Run, Inc.

PROJECT PLAN ELEMENTS

This project's target audience is:

- Community: Residents of the communities which border James Lane Allen Elementary School.
- K-12 Schools: Students and teachers at James Lane Allen Elementary School. Seven teachers and approximately 210 students will be directly targeted by the grant. Curricula developed with this grant will be utilized for at least 5 years.

The existing stream restoration projects at multiple Fayette County Public Schools will be utilized as part of the curriculum development. In addition, the managers of the James Lane Allen Elementary Class B Incentive grant project selected for Feasibility Grant funding have

agreed to partner with UK and this educational grant to utilize the design and construction of these projects in the curriculum.

- 1) **PROFESSIONAL DEVELOPMENT SESSIONS:** Four professional development sessions will be conducted for the 3rd and 4th grade teachers. The workshops will be held in the afternoon so teachers will miss half of the school day and receive a stipend for half a day. Participants will be introduced to the stormwater quality and quantity issues facing Lexington, four completed project sites (Millcreek Elementary, Coca-Cola, Lexmark) and be engaged in lessons that are focused on the essential questions developed by the school's teachers. Questions that will be addressed in the sessions include:

- What is a watershed?
- How do we protect our creek?
- How does energy flow in creek ecosystems?
- How do people affect creek ecosystems?

The curriculum for the teachers and students will be based on the 2010 Kentucky Core Content for Assessment, especially the Big Ideas found within the standards. These Big Ideas encompass more specific topics such as ecology and aquatic environments, the quality of water within aquatic environments, the use of biota as measures of water quality, the importance of wetlands, how best management practices can improve stormwater quality, reduce nonpoint source pollution, reduce impervious area, and improve water quality within cities.

After teachers attend the sessions, they will implement lessons in the classroom. They will engage their students in projects on the best or most feasible ways to improve the stream that flows by the school. The students will investigate ways to improve the water quality and riparian zone. They will examine plants, animals, and their own conservation and stewardship behaviors. The students will make PowerPoint or other presentations for Ridgewater/EcoGro professionals, who will be conducting a feasibility study for the school site.

- 2) **WEBSITE:** The program will utilize the website developed for the FY2011 UKRF Incentive Grant project, for the addition of the student presentations. Each class will develop their own wiki pages to showcase students' work.

- 3) **COMMUNITY EDUCATION:** Members of the community surrounding James Lane Allen will participate in the culminating event held by the students at their school. Community members will learn about nonpoint sources of pollution and pollutants of concern in the impaired watersheds and about controlling runoff from impervious land use areas such as parking lots.

Lexmark has offered to let the school community use their facilities as a learning laboratory. Lexmark has installed numerous stormwater water quality BMPs and plans to install more. The teachers and interested community members will take a field trip to the Lexmark campus.

PROJECT SUCCESS MEASURES

- 1) The project team will use multiple choice content tests and a modified form of a standardized instrument (STEBI-B) to assess teachers' self-efficacy in science teaching in outside spaces. Instructor developed pre/post content measures will be used to determine if there has been a change in content knowledge. Paired t-Tests will be used to analyze the data for significance.
- 2) Student feasibility projects will be analyzed according to a rubric developed for this project.

PROJECT SUSTAINABILITY

- 1) Completed lessons posted on UK's web site available for broad educational use.
- 2) Promotion of the project and units at local and national conferences.
- 3) Websites for use, showcase, promotion, and display of data.

- 4) 7 well-trained teachers to use the units with background knowledge about the stormwater/wetlands.
- 5) Approximately 180 students per year who have learned key stormwater concepts.
- 6) Community members with increased knowledge who can act as volunteers.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project: None.

EQUIPMENT

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

PERMANENT CAPITAL INFRASTRUCTURE

Does not apply to this grant. Attachment B is not required for 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. PROJECT SCHEDULE

Activity	Anticipated Date
Notice to Proceed	April 2012
Presentations	April/May 2012
Student Presentations	May 2012 – June 2012
Posting of Projects	Summer 2012
Community Educations	Summer 2012
Provide LFUCG with Project Final Report	January 2013

PROJECT BUDGET – GRANT ELIGIBLE EXPENSES & ORGANIZATION MATCH

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 match.

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 match with the following exception:

- Due to the critical timing of the school calendar, eligible expenses occurring in March 2012 and/or within 30 days of Notice-to-Proceed will be allowed for inclusion in Request for Grant Reimbursement. The Grantee assumes all risk associated with these expenses.

BUDGET TABLE: University of Kentucky Research Foundation (w/James Lane Allen Elementary School)

Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense
Project Element: Personnel (Including fringe benefits)							
Personnel Hours	Carol Hanley	Project Manager hours at current payroll rate + fringe benefits	\$ 52.53 per hour	65	\$ 3,414	\$ -	\$ 3,414
Personnel Hours	Brian Radcliffe	Instructor hours at current payroll rate + fringe benefits	\$ 16.29 per hour	200	\$ -	\$ 3,257	\$ 3,257
Personnel Hours	Kelly Taylor	Instructor hours at current payroll rate + fringe benefits	\$ 16.29 per hour	200	\$ -	\$ 3,257	\$ 3,257
Personnel Hours	Jamie McCoy	Staff hours at current payroll rate + fringe benefits	\$ 11.31 per hour	145	\$ -	\$ 1,643	\$ 1,643
Project Element: Contractual Costs							
Personnel Hours	James Lane Allen Teachers	Substitute Teacher Rate (4 days for 7 teachers)	\$ 75.00 per day	28	\$ -	\$ 2,100	\$ 2,100
Project Element: Supplies							
Supplies	Vendor	Water Test Kits	\$ 300.00 lump sum	1	\$ -	\$ 300	\$ 300
Supplies	Vendor	Test Kit Supplies	\$ 100.00 lump sum	1	\$ -	\$ 100	\$ 100
Supplies	Vendor	Books	\$ 100.00 per book	1	\$ -	\$ 100	\$ 100
Supplies	Vendor	Interpretive Signs	\$ 500.00 per sign	2	\$ -	\$ 1,000	\$ 1,000
Project Element: UK Travel							
Mileage	UK Staff	18 trips at 20 miles per trip	\$ 0.55 per mile	360	\$ -	\$ 198	\$ 198
Project Element: Teacher Stipend							
Professional Service	James Lane Allen Teachers	Stipends for Teachers for Afternoon Sessions (4 sessions at 3 hours per session for 7 teachers)	\$ 25.00 per hour	84	\$ -	\$ 2,100	\$ 2,100
Donated Professional Service	James Lane Allen Teachers	Stipends for Teachers for Classroom time (5 days for 7 teachers)	\$ 300.00 per day per one teacher	35	\$ 10,500	\$ -	\$ 10,500
Project Element: Miscellaneous Costs							
Mileage	UK Staff	Van Rental for trips to Lexington	\$ 200.00 per day	2	\$ -	\$ 400	\$ 400
Supplies	Vendor	Refreshments for workshops (4 sessions for 7 teachers)	\$ 5.00 per person	28	\$ -	\$ 140	\$ 140
Project Element: Indirect Cost							
Indirect Cost	UK Staff	20% of total direct costs	lump sum	1	\$ 1,157	\$ 2,919	\$ 4,076
TOTAL PROJECT BUDGET:					\$ 15,072	\$ 17,514	\$ 32,586

ORGANIZATION SHARE**	50.1%	GRANT SHARE	49.9%
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**Organization match must meet or exceed \$15,014.00.
 **Organization match % computed for amount above the first \$2,500.00.