

GRANT AWARD AGREEMENT

Fiscal Year 2023 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 **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 **\$40,000.00** (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 \$3,000.00, 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. Each Request for Funds shall include a minimum of 10% cost share. 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 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 cal-

endar 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 and 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, including any attachment thereof, 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 stormwater control 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 for at least the Service Life listed in the Inspection, Operation, and Maintenance Plan developed for each facility, and 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. For capital infrastructure, the Grantee further accepts and agrees to enter into the "Agreement to Maintain Stormwater Control Facilities Funded by an LFUCG Class B Stormwater Quality Projects Education Incentive Grant" attached hereto as Attachment B and which is incorporated herein by reference as if fully set out herein.
- (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, MAYOR

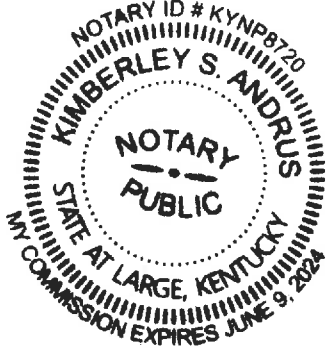
ATTEST:

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 Greensource Inc, on this the 18 day of January, 2023.
My commission expires: 6-9-2024.

Kimberley S. Andrus
NOTARY PUBLIC



ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
Bluegrass Greensource, Inc.

GRANT PROGRAM

**2023 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: Bluegrass Greensource, Inc.
835 National Avenue
Lexington, KY 40502
KY Organization #0520954

AS

**Primary Project Contact
& Project Manager:** Amy Sohner
859-321-2034 (phone)
amy@bggreensource.org (email)

Secondary Project Contact: Chris Howard
859-266-1572 (phone)
chrish@bggreensource.org (email)

Project Team Members: Amy Sohner, Executive Director
Maxine Rudder, Deputy Director & Environmental Educator
Chris Howard, Watershed Coordinator
Pattie Stivender, Education Director
Kara Sayles, Environmental Educator
Rachel Patton, Environmental Educator

PROJECT PLAN ELEMENTS

The purpose of this grant is to continue the year-long public education and involvement campaign designed to empower Lexington homeowners through improving water quality in their backyards, and PreK-12 students through direct education that creates a deep understanding and appreciation of their role in stormwater quality.

- 1) **Mini-Grant Program:** Through an application process, the Mini-Grant Program will equip local homeowners with funding and expertise to plant riparian buffers on backyard streams or install rain gardens on their residential lots.
- 2) **Public and Classroom Education:** Homeowners will be required to attend at least one in-person, or live zoom, education workshop. This will help participants understand the importance of water quality as well as help them understand Lexington's priority stormwater issues. In addition, the workshops will describe in detail the steps and information needed to install both a rain garden and a riparian buffer, including site preparation, plant selection, and maintenance. Assuming public gatherings are allowed, workshops will be held at locations that already have stormwater BMPs that can be used as part of the demonstration and education piece.

Lexington PreK-12 youth and their parents will be educated to understand their connection to water and its importance throughout the city. Preschoolers will be taught social cooperation skills, problem-solving, and independent behaviors using water and water quality as the integrating context. Elementary, middle, and high school students will experience a full day of creekside learning as they develop an understanding of how their actions and behaviors affect water quality. The student education activities will be aligned with Kentucky Academic Standards and will follow the North American Association of Environmental Education Guidelines for Excellence (naaee.org).

The *Creek Days Program* will allow Bluegrass Greensource's expert environmental educators to work alongside elementary, middle, and high schools in Fayette County to organize full-day, water-quality, hands-on learning experiences for students and teachers. BGGGS will lead *Creek Days*, inviting other local experts to participate by sharing activities and expertise. Students will spend their whole day focused on water quality, by participating in classroom and outdoor activities. Bluegrass Greensource will organize and provide materials for activities leading up to the event. Bluegrass Greensource will organize spring and fall *Creek Days* for interested schools, many of which have access to a creek on or nearby their grounds. Alongside teachers and other local experts, Bluegrass Greensource will lead students in a creek walk, macroinvertebrate survey, and water testing. By participating in *Creek Days*, students develop problem-solving skills, social skills, and scientific thinking skills, as well as a connection to their local community and waterways.

Tree Week Programing (Tree Day) will target older students (4th grade and up) in support of, and leading up to, Tree Week (October 9 - 16), Bluegrass Greensource will offer classes and multiple place-based learning experiences focused on urban trees and their roles in the environment, particularly in controlling stormwater runoff. Students will participate in learning activities about trees, such as identifying the trees on their school grounds, calculating the height and diameter while Adopting a Tree, calculating the benefits of individual trees, or modeling tree structures and their functions. Where allowed, students will plant a tree on campus. To extend learning, participating teachers will be encouraged to check out one of Bluegrass Greensource's tree education kits from our resource library.

Junior Nature Explorers (JNE) reaches students at the earliest stages of learning, creating a solid foundation on which future learning and appreciation of the natural world will be built. Over one year, Bluegrass Greensource will work with 25 preschool classes, which will each receive four lessons that guide students in exploration and play around water. All lessons will originate or be adapted from the early childhood modules of *Project WILD*, and similar curricula. Lessons will be experiential, incorporating indoor and outdoor learning, and will provide opportunities for hands-on experiences with the natural world and local waterways. For example, students might test objects to see if they sink or float, go on a pretend boat ride to explore and move like the animals they see; or build an aquatic habitat for an animal. This early introduction to water and scientific thinking provides a necessary foundation on which students' skills and knowledge will grow. Each student will receive a "*Family Connections Card*" to take home after each BGGGS visit. This card will include vocabulary they have learned, questions family members can / should ask their students, and ideas for continuing their students' learning outside of the classroom. If possible, the program will culminate in a field trip or classroom project / event. JNE instills social cooperation skills, problem-solving, and independent behaviors in students, all of which align with Kentucky's early childhood standards. By modeling environmental education best practices, JNE enhances the capacity of early childhood educators to continue replicating these lessons and practices.

TARGET AUDIENCE

Homeowners - The *Mini-Grant Program* will be geared toward homeowners and will be promoted through neighborhood associations, social media, and Lexington Council members. Homeowners with a backyard stream will be encouraged to participate in the riparian buffer program, while those that are interested in water quality but do not live on a stream, will be encouraged to participate in the rain garden program. While the educational workshops will be required for those interested in applying for a grant, they will be open to anyone interested in learning more about backyard water quality improvement. We anticipate 30 people attending the workshops(s) and awarding 12 Mini-Grants.

PreK-12 - The student-focused programs will target preK-12th grade students throughout Lexington schools. BGGGS has been doing versions of both the Jr. Nature Explorers and Creek Days programs for many years, with great success, and is continually asked by teachers to do more than our current funding allows. Tree Days is a direct result of requests received in previous years. Environmental education standards suggest that students who are immersed in subject matter, through direct and sustained contact like that provided through Creek Days, Tree Days, and Jr. Nature Explorers, have more success in retaining information.

This proposal anticipates working with a total of 3,000 K-12 students through full-day "Creek Days" at schools with direct or walkable access to local streams. Each school will choose either

two full days for half the classes or a full day for the entire school. We anticipate an average of 300 students per day for a total of 3,000 for the entire Creek Day program.

Tree Day targets older students (4th grade and up) and is intended to have at least three sequential activities per classroom with a whole grade level targeted. We anticipate 1,200 total interactions in five schools. This would come from working with four classes in each school with approximately 20 students per classroom. A total of 400 individual students would be reached.

The *JNE* Program will focus on Lexington preschools and aims to work with a total of 25 preschool classes. Each class of approximately 15 students will participate in four water quality lessons for a total of 1,500 direct interactions. In addition to direct contact with students, information about the program and what the students learned will be sent home to increase the audience size to include their families.

PROJECT SUSTAINABILITY

- 1) ***Long-term Component for Ongoing Education and Involvement:*** Bluegrass Greensource's mission is to empower the Bluegrass to create a sustainable environment. We do this by encouraging a broad audience to make small behavior changes that will result in a big, positive impact on our local environment. Water quality education and outreach have been at the forefront of this education since our inception. The work created and executed during the proposed project will help to increase Greensource's capacity and set it up to continue broader water quality education in the long term.

To encourage sustainability, the *Mini-Grant Program* will include a contract that each recipient will sign. The contract will describe best practices for maintaining rain gardens and riparian buffers and include links and information to help homeowners understand how to manage their projects over the long term.

The education programs will include Greensource educators modeling best practices in environmental education in authentic contexts so teachers will feel more comfortable and confident implementing similar lessons and activities beyond the grant's end. In addition, information about Bluegrass Greensource's resource library will be promoted so that teachers understand how to check out needed materials after the grant period is over.

- 2) ***Personnel for Long-Term Implementation:*** This year, Bluegrass Greensource will celebrate its 20th anniversary as 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.
- 3) ***Ongoing Sources of Funding for Future Program Implementation beyond the Grant Period:*** For 20 years, Bluegrass Greensource has relied on grants and contracts to fulfill its mission, including its water quality education goals. Bluegrass Greensource currently works on grants and contracts to provide all three aspects of this program for communities outside of Lexington and will continue to search for funding to provide these opportunities in Fayette County.

PROJECT SUCCESS MEASURES

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

1. *Improve water quality, reduce stormwater runoff, and educate citizens* about local stormwater and water quality issues.
2. The success of the *Mini-Grant Program* will be realized if all 12 projects are implemented and the program participants indicate their increased understanding of stormwater issues through an *evaluation process*.
3. The public education interactions are expected to reach approximately 3,405 individuals with 4,530 interactions.
4. The *Junior Nature Explorers & Creek Days Programs as well as Tree Week* will include teacher and student evaluations and testimonies to assess the strength and effectiveness of the

water education program. Bluegrass Greensource expects to see an increase in student growth / understanding in at least 70% of participating students.

5. Bluegrass Greensource will follow the North American Association of Environmental Education (NAAEE) Guidelines for Excellence for Nonformal Environmental Education for all program development.

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) Copies of all signed maintenance contracts for the Mini Grant Program, as listed under Project Sustainability.
- 5) 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.
- 6) Copies of program evaluations collected in association with the facilitated educational programs, outreach programs, public participation, and field trips shall be provided to the LFUCG Grant Manager in hard copy or electronic (PDF) format with the Project Final Report.
- 7) 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.
- 8) 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. Applicant shall obtain written approval / agreement prior to work being done on properties not owned by the Applicant.
2. Applicant shall provide a detailed plan for the Mini Grant Program regarding the installation of the rain garden and riparian buffer plantings to improve water quality and reduce stormwater runoff and *E.coli* pollution.
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. Applicant shall specify educational and promotional materials that are water quality related or that will include water quality messaging (*i.e.* brochures, bookmarks, cards and so forth).
5. Applicant shall provide rate of pay records for the personnel listed in the project budget to the Division of Water Quality prior to drafting of the Grant Award Agreement.

6. Plantings shall be selected from the Lexington-Fayette Urban County Government’s (LFUCG) Rain Garden Manual and /or LFUCG’s Plant by Numbers Streamside Guides.
7. Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 25.6% cost share offered in the application (approximately \$12,751.00).

EQUIPMENT

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

PERMANENT FACILITIES / INFRASTRUCTURE

Monitoring: The Organization agrees to include language in the Mini Grant Program maintenance contracts 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

Programs	Activity	Schedule
Mini Grant Program	Approval Grant Award Agreement and Notice To Proceed (NTP)	Anticipate February 2023
	Planning	March 2023
	Workshops	May 2023
	Mini grant deadline / recipients announced	October 2023
Jr. Nature Explores	Identify 25 preschool classes	February – April 2023
	Begin series of 4 lessons for each class	March 2023
	All 25 classes have finished the program	November 2023
Creek Days	Identify schools to work with	February – April 2023
	First round of education	April – May 2023
	Second round of education	September – October 2023
Tree Week Program	Identify schools to work with	August – September 2023
	Tree Week activities	October 2023
	Final Report	December 2023

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/In-Kind Match	Funded by Grant	Total Expense	
1	Project Element: Riparian Buffers/Rain Gardens									
2	Mini Grants	Mini Grants	Homeowners	Mini Grants	\$ 650.00	per grant	12	\$ 1,300.00	\$ 6,500.00	\$ 7,800.00
3	Workshop Planning	Personnel Hours	Project Manager: Kara Sayles	Project Manager hours at current payroll rate	\$ 27.00	per hour	30	\$ -	\$ 810.00	\$ 810.00
4	Workshop Planning	Match Hours	Project Manager: Chris Howard	Project Manager hours at current payroll rate	\$ 27.00	per hour	20	\$ -	\$ 540.00	\$ 540.00
5	Workshop Promotion	Personnel Hours	Jenny Dugan, Marketing and Communications	Project Manager hours at current payroll rate	\$ 27.00	per hour	10	\$ -	\$ 270.00	\$ 270.00
6	Workshop Promotion	Social Media and FB boosts	FB and Internet	FB Boosts	\$ 50.00	per boost	3	\$ -	\$ 150.00	\$ 150.00
7	Workshop Registration	Personnel Hours	Project Manager: Kara Sayles	Project Manager hours at current payroll rate	\$ 27.00	per hour	3	\$ -	\$ 81.00	\$ 81.00
8	Workshop Participants for Rain Garden and Riparian Buffers	Match Hours	30 Homeowners	Attend Workshop	\$ 7.25	per hour	90	\$ 653.00	\$ -	\$ 653.00
9	Conduct Workshop	Personnel Hours	Project Manager: Kara Sayles	Project Manager hours at current payroll rate	\$ 27.00	per hour	10	\$ -	\$ 270.00	\$ 270.00
10	Conduct Workshop	Match Hours	Project Manager: Chris Howard	Project Manager hours at current payroll rate	\$ 27.00	per hour	10	\$ -	\$ 270.00	\$ 270.00
11	Administer Grants	Awarding grants, administering grants	Project Manager: Chris Howard	Project Manager hours at current payroll rate	\$ 27.00	per hr	30	\$ -	\$ 810.00	\$ 810.00
12	Reading/scoring grants	Awarding grants,	2 BGGG staff serving on the Grant Committee	Current payroll rate	\$ 27.00	per hr	8	\$ -	\$ 216.00	\$ 216.00
13	Supplies for Workshop	Consumable and Take Home	Attendees	Supplies	\$ 50.00	per wksp	2	\$ -	\$ 100.00	\$ 100.00
14	Central KY Stream Guide	Printing	Project Manager: Kara Sayles	Central Kentucky Stream Guide - publication by UK Extension	\$ 2.00	copy	60	\$ -	\$ 120.00	\$ 120.00
15	Travel to grant sites	Mileage	Project Manager: Kara Sayles	Mileage	\$ 0.50	per mile	200	\$ -	\$ 100.00	\$ 100.00
16	Project Element: Junior Nature Explorer									
17	Classroom Activities (4 lessons, 4 hours each lesson including prep and travel time, 25 schools)	Personnel Hours	2 BGGG staff: Kara Sayles and Rachel Patton	Current payroll rate	\$ 27.00	per hr	400	\$ -	\$ 10,800.00	\$ 10,800.00
18	Classroom Supervision	Match Hours	Classroom teachers	Preschool/classroom teachers based on current rate from Salary.com	\$ 16.00	Per Hr	100	\$ 1,600.00	\$ -	\$ 1,600.00
19	Plan and develop activities	Personnel Hours	Rachel Patton	Develop Program	\$ 27.00	Per Hr	15	\$ -	\$ 405.00	\$ 405.00
20	Social Media/ Graphic Design	Personnel Hours	Jenny Dugan, Marketing and Communications	FB Boosts and Promotion	\$ 27.00	per hr	10	\$ -	\$ 270.00	\$ 270.00
21	Program Promotion	Personnel Hours	Kara Sayles and Rachel Patton	BGGG personnel hours at current payroll rate	\$ 27.00	Per Hr	10	\$ -	\$ 270.00	\$ 270.00
22	Classroom Supplies	Consumable supplies	Preschools/schools	Consumables based on 60 activities	\$ 4.25	Per Activity	100	\$ -	\$ 425.00	\$ 425.00
23	Travel to schools	Mileage	Kara Sayles and Rachel Patton	Mileages	\$ 0.50	Per mile	600	\$ -	\$ 300.00	\$ 300.00
24	Project Element: Tree Days (Based on five schools)									
25	Development and Organization of 5 Tree Days	Personnel Hours	Project Manager: Pattie Stivender	Project Manager hours at current payroll rate	\$ 27.00	per hr	20	\$ -	\$ 540.00	\$ 540.00
26	Tree Day Event	Personnel Hours	BGGG Staff: 2 minumin	Current payroll rate	\$ 27.00	per hr	138	\$ -	\$ 3,726.00	\$ 3,726.00
27	Program Promotion	Personnel Hours	Jenny Dugan, Marketing and Communications	Current payroll rate	\$ 27.00	per hr	20	\$ -	\$ 540.00	\$ 540.00
28	Teacher Supervision for each Creek Day	Match Hours	Fayette Co Teachers	Current hriy rate for public school teachers	\$ 43.19	per hr	100	\$ 4,319.00	\$ -	\$ 4,319.00
29	Plant trees	Cost of mulch/soil	Students	Mulch and soil	\$ 10.00	per bag	10	\$ -	\$ 100.00	\$ 100.00
30	Plant trees	Cost of trees	Students	Cost of trees	\$ 20.00	per tree	5	\$ -	\$ 100.00	\$ 100.00
31	Travel to schools	Mileage	BGGG Staff	Travel	\$ 0.50	per mile	250	\$ -	\$ 125.00	\$ 125.00
32	Project Element: Creek Days (based on 10 creek days)									
33	Development and Organization of 10 Creek Days	Personnel Hours	Project Manager: Pattie Stivender	Project Manager hours at current payroll rate	\$ 27.00	per hr	60	\$ -	\$ 1,620.00	\$ 1,620.00
34	Program Promotion	Personnel Hours	Jenny Dugan, Marketing and Communications	Current payroll rate	\$ 27.00	Per hr	25	\$ -	\$ 675.00	\$ 675.00
35	Creek Day Event	Personnel Hours	BGGG Staff: 2 minumin	Current payroll rate	\$ 27.00	Per hr	160	\$ -	\$ 4,320.00	\$ 4,320.00
36	Teacher Supervision for each Creek Day	Match Hours	Fayette Co Teachers	Current hriy rate for public school teachers	\$ 43.19	per hr	100	\$ 4,319.00	\$ -	\$ 4,319.00
37	Professional Volunteers for 10 Creek Days	Match Hours	Water Quality Experts	Current hourly rate (dependant on profession)	\$ 35.00	per hr	16	\$ 560.00	\$ -	\$ 560.00
38	Supplies for Creek Days	Consumable supplies and wading boots	Students	Consumables based on 10 Creek days	\$ 10.00	Per day	10	\$ -	\$ 100.00	\$ 100.00
39	Travel to schools	Mileage	BGGG Staff	Travel	\$ 0.50	per mile	256	\$ -	\$ 128.00	\$ 128.00
40	Total Indirect Costs - Based on 20% of personnel costs				\$ 5,319.00	LS	1	\$ -	\$ 5,319.00	\$ 5,319.00
41	TOTAL PROJECT BUDGET:							\$ 12,751.00	\$ 40,000.00	\$ 52,751.00
42								ORGANIZATION SHARE	GRANT SHARE	
43								25.6%	74.4%	
44	MATCH % AFTER FIRST \$3,000 = 25.63% OK MUST BE > 20%									

**ATTACHMENT B
TO FY2023 CLASS B EDUCATION GRANT AWARD AGREEMENTS**

DO NOT WRITE ABOVE THIS LINE

**Agreement to Maintain Stormwater Control Facilities
Funded by an LFUCG Class B Education Stormwater Quality Projects Incentive Grant**

The upkeep and maintenance of stormwater control facilities is essential to the protection of aquatic resources. All property owners receiving grant funds from the Lexington-Fayette Urban County Government through the Stormwater Quality Projects Incentive Grant Program for construction of any stormwater control facility are expected to conduct business in a manner that promotes resource protection. For purposes of this document, a “stormwater control facility” is an equivalent term for “stormwater control device” or “stormwater management system or facility,” and is any detention basin, detention pond, drainage way, extended detention basin, retention basin, catch basin, outlet, or any other structure or equipment or feature thereof, in whole or in part, designed to control stormwater quantity or improve stormwater quality. This Agreement contains specific provisions with respect to maintenance of the stormwater control facilities described below.

PROPERTY SITE ADDRESS: _____

PROPERTY OWNER NAME: _____

DESCRIPTION:
Funded by Stormwater Quality Projects Incentive Grant: Fiscal Year _____, Class B

Whereas, <property owner name> , has proposed to construct stormwater control facilities on the property described above and whereas the goals of the Lexington-Fayette Urban County Government are to ensure the protection and enhancement of Fayette County’s aquatic resources, the **Lexington-Fayette Urban County Government (LFUCG)** and **<property owner name>** hereby enter into this Agreement. The responsibilities of each party to this Agreement are identified below.

THE <property owner name> HEREBY:

1. Agrees to implement the stormwater control facility Inspection, Operations, and Maintenance Plan developed for each facility and incorporated by reference herein.
2. Agrees to maintain the stormwater control facilities in good working condition, acceptable to the LFUCG, so that they are performing their design functions.
3. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice of at least 24 hours and proper identification, except in such circumstances where advance notice is inappropriate for the purpose of entry, and to inspect the stormwater control facilities whenever the LFUCG deems necessary. The purpose

of the inspection is to assure safe and proper functioning of the facilities. The inspection shall cover the entire facilities, berms, outlet structures, pond areas, access roads, etc. When deficiencies are noted, the LFUCG shall give <property owner name>, its successors and assigns, copies of the inspection report with findings and evaluations.

4. Agrees that in the event <property owner name>, its successors and assigns, fails to maintain the stormwater control facilities in good working condition acceptable to the LFUCG, the LFUCG may enter upon the property and take whatever steps it deems necessary to maintain said stormwater control facilities and to charge the costs of the repairs to <property owner name>, its successors and assigns. This provision shall not be construed to allow the LFUCG to erect any structure of a permanent nature on the land of <property owner name>, outside of an easement belonging to the LFUCG. It is expressly understood and agreed that the LFUCG is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any obligation on the LFUCG.
5. Agrees that in the event the LFUCG, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like on account of <property owner name> or its successors and assigns, <property owner name> shall reimburse the LFUCG upon demand, within 30 days of receipt thereof for all costs incurred by the LFUCG hereunder. If not paid within such 30 day period, the LFUCG shall have a lien against the property in the amount of such costs, plus interest at the Judgment Rate, and may enforce same in the same manner as a lien for real property taxes may be enforced.
6. Agrees to indemnify and hold harmless the LFUCG and its agents and employees for any and all damages, accidents, casualties, occurrences or claims which might arise or be asserted against the LFUCG related to the construction or maintenance of the stormwater facilities by <property owner name> or its agents.

In the event a claim is asserted against the LFUCG, its agents or employees for such matters, the LFUCG shall promptly notify <property owner name>, their successors and assigns, and they shall defend, at their own expense, any suit based on such claim. If any judgment or claims against the LFUCG, its agents or employees shall be allowed, <property owner name>, its successors, and assigns shall pay all costs and expenses in connection herewith.

7. Grants permission to the LFUCG, its authorized agents and employees, to enter upon the property with reasonable advance notice to <property owner name> and proper identification, and, at LFUCG expense, to install, operate, and maintain equipment to monitor the flow rate and pollutant content of the input flow, the effluent, and at intermediate points in the facility, all in such a manner that does not unreasonably interfere with the use of the property by <property owner name>. <property owner name> further agrees to design and construct the facility to provide reasonable access for such monitoring.
8. Agrees to maintain a record (in the form of a logbook) of steps taken to implement the programs referenced in (1) and (2) above. The logbook shall be available for inspection by the LFUCG staff at <property owner address or business office> during normal business hours. The logbook shall catalog the action taken, who took it, when the action was done, how it was done, and any problems encountered or follow-up actions recommended.

On property where a stormwater control device is located fully or partially underground, _____ <property owner name> _____ further understands that an annual inspection of the underground facility is required by LFUCG Code of Ordinances 16-88(c), and an annual inspection report, prepared by a Professional Engineer licensed to practice in Kentucky, must be submitted to the LFUCG compliance representative listed in this document. This report shall address the condition of the device for meeting its intended purpose, and shall be included with the annual report described in Section (9) below.

9. Agrees to provide an **Annual Report** to the LFUCG regarding implementation of the programs referenced in (1) and (2) above, upon request from the Grant Administrator or MS4 Permit Coordinator. The report shall contain, at a minimum, the following items:
- A. Name, address, and telephone number of the business, the person, or the firm responsible for plan implementation, and the person completing the report.
 - B. Time period covered by the report.
 - C. Copy of all inspection reports performed as part of the operations and maintenance program referenced in (1) above, including if applicable, the annual inspection for underground devices described in (8) above.
 - D. A chronological summary of activities conducted to implement the program referenced in (1) and (2) above. A photocopy of the applicable sections of the logbook, with any additional explanation needed, shall normally suffice. For any activities conducted by paid parties not affiliated with _____ <property owner name>, include a copy of the invoice for services.
 - E. An outline of planned activities for the next year.

<PROPERTY OWNER>

<BUSINESS ADDRESS>

BY: _____

NAME: _____

TITLE: _____

DATE: _____

The foregoing Agreement was subscribed, sworn to and acknowledged before me by _____, as the duly authorized representative for and on behalf of _____, on this the ____ day of _____, 20__.

My commission expires: _____.

NOTARY PUBLIC

Maintenance Agreement Contact Information for Compliance

Owner Representative Name: _____

Business Address: _____

Representative's Phone Number: _____

Representative's E-Mail: _____

Urban County Government Information for compliance issues:

Contact: _____ LFUCG's MS4 Permit Coordinator

Address: _____ LFUCG Division of Water Quality

_____ 125 Lisle Industrial Avenue, Suite 180

_____ Lexington, KY 40511

Phone: _____ (859) 425-2400

Email: _____ MS4@lexingtonky.gov