

GRANT AWARD AGREEMENT

Fiscal Year 2018 Class B Education Incentive Grant Project

THIS AGREEMENT, made and entered into on the 5th day of December, 2017, 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 BOARD OF EDUCATION OF FAYETTE COUNTY, KENTUCKY**, 701 E. Main Street, Lexington, Kentucky 40502 (hereinafter "Grantee"), for a project located at TATES CREEK HIGH SCHOOL, 111 Centre Parkway, Lexington, Kentucky 40517.

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 **\$4,900.00** (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 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. 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 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, 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 BOARD OF EDUCATION OF FAYETTE
COUNTY, KY

701 EAST MAIN STREET
LEXINGTON, KY 40502

BY: _____

NAME: Emmanuel Cawk

TITLE: Superintendent

The foregoing Agreement was subscribed, sworn to and acknowledged before me by
Emmanuel Cawk, as the duly authorized representative for and on behalf of
Bd of Education of Fayette Co. Ky on this the 16 day of October, 2017.
My commission expires: 7-6-2018

NOTARY PUBLIC

ATTACHMENT A
to the GRANT AWARD AGREEMENT
between Lexington-Fayette Urban County Government (LFUCG) and
FCPS—Tates Creek High School

GRANT PROGRAM: 2018 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 Board of Education of Fayette County, Kentucky
701 East Main Street
Lexington, KY 40502

Project School: Tates Creek High School
111 Centre Parkway
Lexington, KY 40517

Primary Project Contact and Project Manager: Diana Mullins, TCHS Science Teacher/Sustainability Coordinator
859-381-3620 (phone)
diana.mullins@fayette.kyschools.us (email)
Ms. Mullins will organize Project Team meetings, procure materials and supplies, and will facilitate educational outreach.

Secondary Project Contact: Tresine Logsdon, FCPS Sustainability Coordinator
859-619-6472 (phone)
Tresine.Logsdon@fayette.kyschools.us (email)

Project Team Members: Russ Turpin, Senior Environmental Specialist/ISA Certified Arborist
Mr. Turpin will serve as primary consultant for the design and implementation of the rain garden and also help connect to the community.

Collaborating Organization: Bluegrass Greensource.

TARGET AUDIENCE

- 1) **Education Facilities:** Includes approximately 3,100 students and 80 teachers from Tates Creek High, Middle and Elementary Schools. (1800 TCHS and 1300 from TCMS/TCES collectively.) Will serve as a launching point to incorporate more environmental issues and awareness into their curriculum. The rain garden will also function to provide numerous opportunities for various groups and programs of Tates Creek High School, such as :International Baccalaureate program; Freshman Academy; Green Team, and CTE classes
- 2) **Community Residents:** Goal of after-school student-led tours of the rain garden explaining its benefits and distributing information on how to create their own rain gardens.

PROJECT PLAN ELEMENTS

- 1) **RAIN GARDEN:** The school will work in conjunction with rain garden consultant, Russ Turpin, to plan, design and install a Rain Garden on the Tates Creek High School campus (proposed location shown in Figure 1). The unique atmosphere of having an elementary, middle and high school within the same relative area brings hope the rain garden will be utilized by 1-2 classes weekly (Aug-Nov/April-May) as an instructional tool or as a venue for learning.
- 2) **CURRICULUM AND IMPLEMENTATION:** The primary educational use of the rain garden will be for Tates Creek High, Middle and Elementary School students. Environmental curriculum will be created and incorporated into various subject areas within

the schools, Science, being the main concentration. Public awareness projects will also be created by the Bates Creek High School students focusing on benefits of the rain garden installation, including a presentation of their findings/observations/experiences to the LFUCG Division of Water Quality, Stormwater Fees Board and other grantors.

- 3) **EDUCATION FOR THE GENERAL PUBLIC:** Upon completion of the rain garden, the Bates Creek High School students will lead an after-school environmental fair at the location to educate the public. Students will create informational brochures to be taken home with those who attend about how to start their own rain gardens.

PROJECT SUSTAINABILITY

- 1) The rain garden will be utilized as an educational tool for students, teachers, parents, and community members.
- 2) The Bates Creek High School teachers, staff and students will share the responsibility of maintaining the rain garden after the grant period ends.
- 3) Funding required for maintenance and maintaining the rain garden will come from Go Green+ Earn Green funds earned by the schools.

PROJECT SUCCESS MEASURES

- 1) Monitoring functionality and water quality in the rain garden;
- 2) Collect qualitative and quantitative data points on students' improved understanding and awareness of the purpose and value of rain gardens, host environmental education tours of the rain garden and hold an end of project presentation that all grantors are able to attend;
- 3) Calculate the number of teachers and students who have incorporated the rain garden into their curriculum.

REPORTING REQUIREMENTS

In addition to the reporting requirements outlined in the Grant Award Agreement, the following special items are noted for this project:

- 1) Plantings shall be selected from Lexington-Fayette Urban County Government's Rain Garden Manual.
- 2) Organization proposes a larger cost share beyond that required by the grant program. Budget shall reflect the 50.6% cost share offered in the application (Approximately \$2,461.00).
- 3) Both electronic and hard copy of the all materials to be provided to LFUCG, for use, as part of deliverable.
- 4) All attachments to Request for Funds & Project Status Reports shall reference the associated line Table 2 – Eligible Expenses

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 - PROJECT SCHEDULE

Activity	Anticipated Date
Notice to Proceed	April 2018
Kick-off Meeting with project partners	June 2018
Develop timeline and curriculum for stormwater programs	July 2018
Conduct stormwater programs with students (evaluate concepts, site conditions, collect data, etc.)	September – November 2018
Develop design and construction plans, FCPS approval	January – February 2019
Stormwater feature construction	March 2019
Student planting event	April 2019
Provide LFUCG with Project Final Report.	30 days after project completion

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.

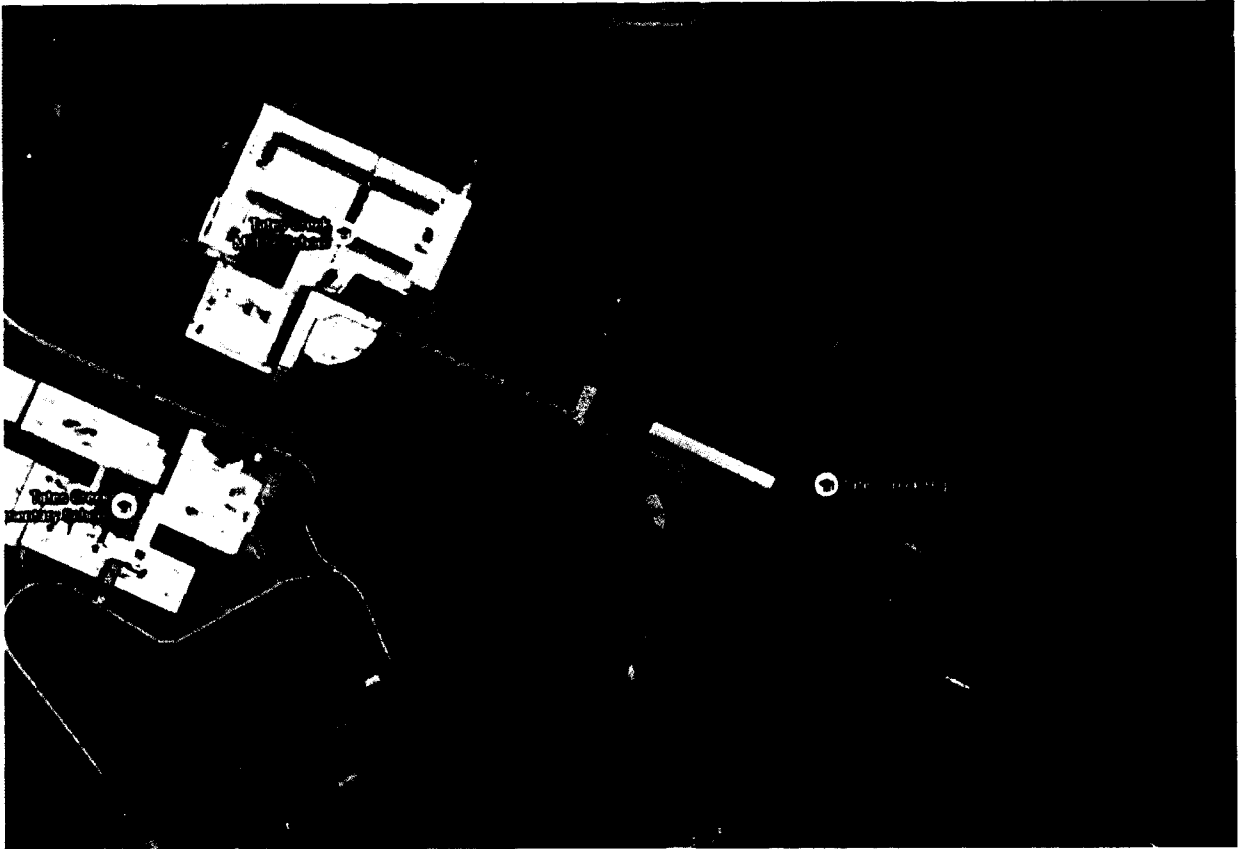
Any work performed on this project prior to grant award by Urban County Council and Notice to Proceed from the LFUCG Grant Administrator is not an eligible expense and shall not be reimbursed or counted toward the cost share with the following exception:

- None

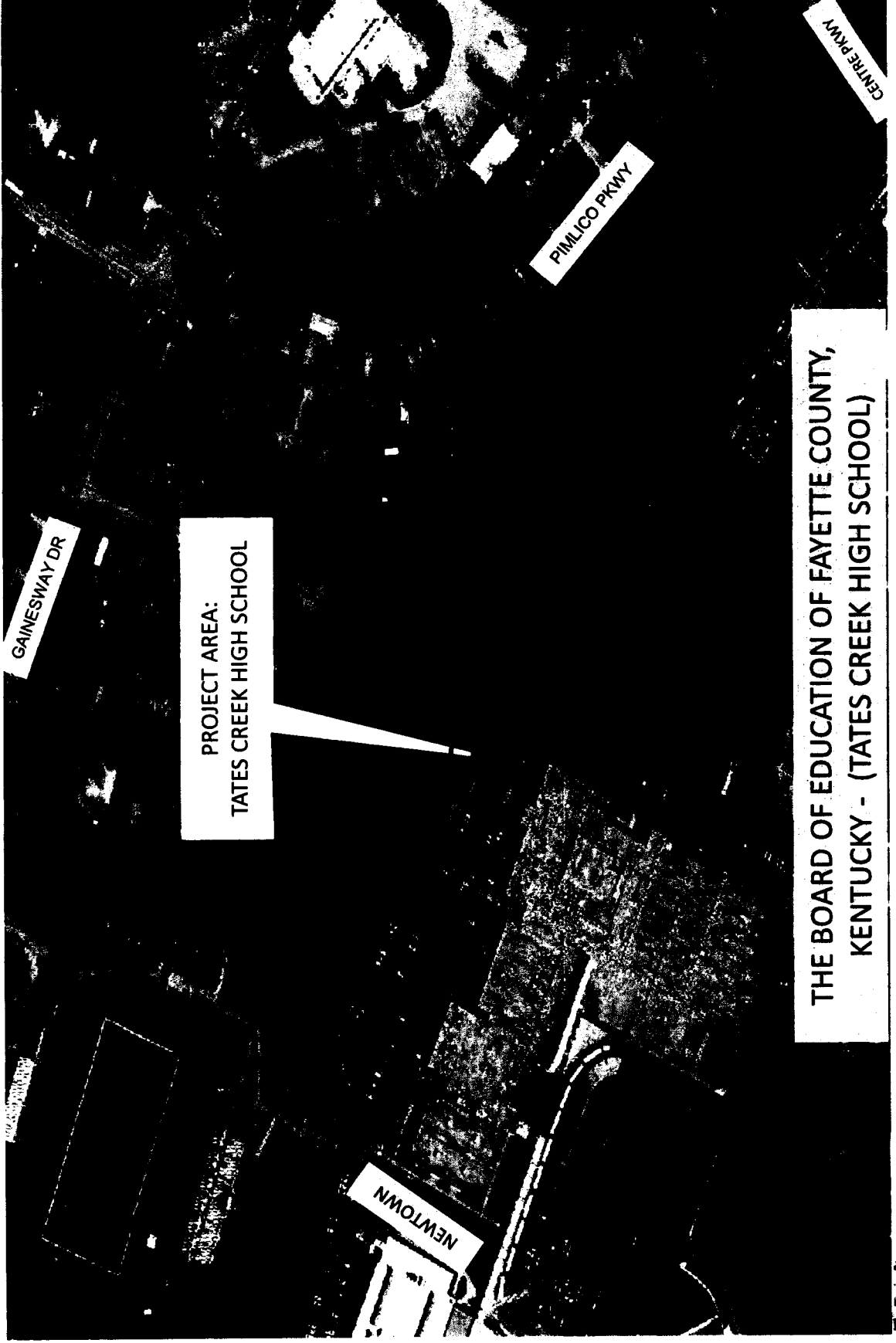
TABLE 2 - ELIGIBLE PROJECT EXPENSES

ELIGIBLE EXPENSES								
	Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense
1	Project Element: Design and Construction							
2	Professional Services	Russ Turpin (EcoGro)	Design	\$ 1,000.00	lump sum	1	\$ -	\$ 1,000.00
3	Supplies / Materials	Russ Turpin (EcoGro)	Rain Garden Supplies (plants, soil, etc.)	\$ 500.00	lump sum	1	\$ -	\$ 500.00
4	Construction	Russ Turpin (EcoGro)	Rain Garden	\$ 2,500.00	lump sum	1	\$ -	\$ 2,500.00
5	Donated Professional Services	TCHS Teachers and Students	Planting Event, Outreach	\$ 500.00	lump sum	1	\$ 500.00	\$ -
6	Garden Interpretive Sign	TCHS Green Team/Diana Mullins	Sign	\$ 400.00	lump sum	1	\$ 400.00	\$ -
7	Garden Interpretive Sign	TCHS Green Team/Diana Mullins	Sign	\$ 400.00	lump sum	1	\$ -	\$ 400.00
8	Donated Professional Services	Russ Turpin (EcoGro)	Stakeholder Engagement, Outreach	\$ 231.00	lump sum	1	\$ 231.00	\$ -
9	Project Element: Education							
10	Professional Services	Diana Mullins	Curriculum Development and Incorporation	\$ 250.00	lump sum	1	\$ 250.00	\$ -
11	Professional Services	Diana Mullins	Curriculum Development and Incorporation	\$ 500.00	lump sum	1	\$ -	\$ 500.00
12	Donated Professional Services	Russ Turpin (EcoGro)	Curriculum Development and Incorporation	\$ 330.00	lump sum	1	\$ 330.00	\$ -
13	Project Element: Grant Management							
14	Professional Services	FCPS	Grant Management and Administration	\$ 750.00	lump sum	1	\$ 750.00	\$ -
15								
16								
17								
18								
19	Note: Required organization cost share of 50% above the first \$2500.00. No cost share required for this grant.							

FIGURE 1 – PROJECT AREA (FROM APPLICATION)



Stormwater Quality Projects Incentive Grant Program



PROJECT AREA:
TATES CREEK HIGH SCHOOL

THE BOARD OF EDUCATION OF FAYETTE COUNTY,
KENTUCKY - (TATES CREEK HIGH SCHOOL)



TO: Mayor Jim Gray
Urban County Council

FROM : _____
Charles H. Martin, P.E., Director
Division of Water Quality

DATE: October 31, 2017

SUBJECT: Recommendation for a FY18 (Class B Education) Stormwater Quality Projects Incentive Grant for The Board of Education of Fayette County, Kentucky.

Request

The purpose of this memorandum is to request approval of a FY18 (Class B Education) Stormwater Quality Projects Incentive Grant for The Board of Education of Fayette County, Kentucky, in the amount of \$4,900.00.

Purpose of Request

This project involves the design and installation of a rain garden to educate science students, grades 9-12, by incorporating the rain garden into the environmental education curriculum. The project will also educate the general public through workshops, presentations, an environmental fair event, and informational brochure

Project Cost in FY18 and in Future Budget Years

The grant has been approved by the Water Quality Fees Board in the amount of \$4,900.00 and will be fully spent by FY19.

Are Funds Budgeted

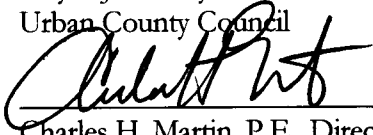
Funds are budgeted in: 4052 – 303204 – 3373 – 78112 – WQINCENTIVE_18 – WQ_GRANT

Martin/Hoskins-Squier





TO: Mayor Jim Gray
Urban County Council

FROM: 
Charles H. Martin, P.E., Director
Division of Water Quality

DATE: October 31, 2017

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