

GRANT AGREEMENT

THIS AGREEMENT, made and entered into on the 24 day of January, 2025 by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an Urban County Government of the Commonwealth of Kentucky, created pursuant to KRS Chapter 67A (hereinafter "Government"), and **Beaver Creek Hydrology, LLC** (Hereinafter "Organization"), with the mailing address of 2516 Sandersville Road, Lexington, Kentucky 40511.

WITNESSETH:

WHEREAS, the Urban County Council created the Lex Grow Trees Grant Program to provide local funding to certain eligible property owners and organizations as reimbursement for eligible activities, such as tree planting, tree maintenance, tree education, and the development of tree advocates and stewards.

WHEREAS, the Government finds that such a grant program would provide a benefit to the public through improvements to air and water quality, energy savings, and habitat and conservation in the urban county; and

WHEREAS, Organization has applied for a grant from the Lex Grow Trees Grant Program, and the Tree Canopy Ad Hoc Committee has approved the application.

NOW FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS HEREIN EXPRESSED, GOVERNMENT AND ORGANIZATION AGREE AS FOLLOWS:

1. **Amount of Grant.** Government hereby grants Organization the sum not to exceed \$80,000.00 as reimbursement or prepayment (as provided in Section 2) for the activities described in the Organization's application, which is attached hereto and incorporated herein by reference as Exhibit A, and which is further clarified and authorized in the Application Review, Scoring, and Determination Form, which is attached hereto and incorporated by reference as Exhibit B.
2. **Payments.** Government shall pay the Organization for expenditures the Organization actually incurred, or for expenditures made within thirty days after payment by Government, up to the total amount provided above, only after receipt of an invoice. The funds are limited to the services provided herein and may not be spent by the Organization for any other purpose without the prior written consent of Government. Any invoice must include evidence satisfactory to Government to document entitlement to payment, as well as a progress report. If Organization receives funds under this Agreement for expenditures made after receipt of the grant funds, Organization shall also provide evidence satisfactory to Government that the expenditure was made. Failure to provide any evidence required by this section shall require the Organization to repay grant funds.
3. **Compliance with Program Regulations.** As a condition for receipt of funds provided by this grant, Organization agrees that it has complied with and will continue to comply with all requirements provided in the Lex Grow Trees Grant Program guidelines, attached hereto and incorporated herein by reference as Exhibit C, in any grant approval letter provided by the Division of Environmental Services, and in the Application Review, Scoring, and Determination Form (Exhibit B) Failure to comply with these requirements may result in denial of funds or repayment.

4. **Final Report Required.** A final report must be submitted within 30 days of completion of the project. This report shall include:
 - a. A description of the project and the benefits derived from its implementation;
 - b. Locations of trees planted, including species;
 - c. Locations of trees pruned or maintained, including species;
 - d. Information about events hosted, including topic, location, numbers of attendees, and photographs taken during the events;
 - e. A maintenance plan, if appropriate, or documentation of having maintenance discussions with individual property owners;
 - f. A summary table comparing the project budget to actual expenditures, along with supporting documentation; and
 - g. Sample outreach and/or educational materials used.

5. **Conflict.** To the extent that there is any conflict between or among this Agreement and any of its Exhibits, the terms and provisions of this Agreement shall prevail, followed by terms and provisions of Exhibit "C", then "B", then "A" in that order.

6. **Amendments.** By mutual agreement, the parties to this Agreement may, from time to time, make written changes to any provision hereof. Organization acknowledges that Government may make such changes only upon approval of its legislative authority, the Lexington-Fayette Urban County Council, and the signature of its Mayor.

7. **Entire Agreement.** This Agreement shall constitute the entire agreement between the parties and no representations, inducements, promises or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This Agreement shall replace any previous agreement between the parties on the same subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement at Lexington, Kentucky, the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

BY: *Linda Gorton*
LINDA GORTON, MAYOR

ATTEST:

Markene Jacobs
Clerk of the Urban County Council
Deputy

Beaver Creek Hydrology
Organization Name (Printed)

BY: *John C. ...*
Signature

President
Title

Nina Schultz
Signature
Nina Schultz

Name 1/3/25

Date