

## GRANT AWARD AGREEMENT

### *Fiscal Year 2015 Class B Education Incentive Grant Project*

THIS AGREEMENT, made and entered into on the 12<sup>th</sup> day of February, 2015, 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.**, P.O. Box 910384, Lexington, Kentucky 40591 (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 **\$30,000.00** (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 \$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 12 months. The Grantee agrees to obtain written approval from the Government's Grant Manager or Program Administrator for any time extensions beyond the schedule. Failure to gain written approval prior to making changes may lead to termination of the Agreement for cause pursuant to Paragraph 11 herein below.
- (9) The Grantee understands that the Grant shown herein in Paragraph 1 is a not-to-exceed amount, and any additional funding needed to complete the project elements listed in Attachment A is the responsibility of the Grantee. If it becomes apparent to the Grantee or the Government that the Grantee will be unable to complete the project either in the manner or for the amount described in this Agreement, then the Grantee must immediately notify the Government's Grant Manager and Program Administrator by providing a complete and detailed written explanation of its inability to comply with the terms of the Agreement. The Grantee must further provide the Government's Grant Manager and Program Administrator with a complete and detailed written explanation of any proposed changes, and the reasons for those changes.
- (10) The Grantee asserts that it is in full compliance with all applicable provisions of the Lexington-Fayette Urban County Government's Code of Ordinances Chapter 5 – Buildings and Building Regulations, Chapter 7 – Finance and Taxation, Chapter 12 – Housing, and Chapter 16 – Sewage, Garbage, Refuse, and Weeds, or in compliance with Kentucky Department of Housing Buildings and Construction rules and requirements as is appropriate for those state institutions, parcels or buildings which are subject to state regulations and oversight as opposed to local ordinances and regulations. If the Grantee becomes out of compliance with any of these provisions, it will contact the Government's Grant Manager and Program Administrator immediately. Failure to resolve any such matters to the satisfaction of the Government may lead to termination of the Agreement for cause pursuant to Paragraph 11 herein below.
- (11) If, through any cause, the Grantee shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if the Grantee shall violate any of the covenants, agreements or stipulations of this Agreement, the Government shall thereupon have the right to terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof, at least five (5) calendar days before the effective date of such termination. In that event, all finished or unfinished documents, receipts and reports prepared by the Grantee shall, at the option of the Government, become its property and the Grantee shall immediately repay to the Government all monies received pursuant to this Agreement less any amount representing just and equitable compensation for the Government's share of any satisfactory work completed pursuant to the Agreement.
- (12) This Agreement may not be modified except by written agreement of the Government and the Grantee.
- (13) The Grantee agrees to comply with all applicable local, state, and federal rules, regulations, ordinances, and laws in implementation of the project.
- (14) The Grantee agrees to allow the Government access to perform monitoring of the project elements for compliance with this Agreement.

- (15) In any written or oral communications, the Grantee agrees to identify the Lexington-Fayette Urban County Government as the source of the above referenced funds; the Grantee shall not specifically identify any individual or elected official as being responsible for the funds donated by the Government.
- (16) The Grantee agrees to allow the Government to publicize the Grantee's project through the Government's website and other media.
- (17) The Grantee agrees to reference the Lexington-Fayette Urban County Government's Water Quality Management Fee and the Stormwater Quality Projects Incentive Grant Program as a source of funding for the project on any permanent signage or educational brochures, presentations, websites, etc. produced using grant monies.
- (18) 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: [Signature]  
JIM GRAY, MAYOR

ATTEST:

[Signature]  
CLERK, URBAN COUNTY COUNCIL

Grantee Organization: Bluegrass Greensource, Inc.  
P.O. Box 910384  
Lexington, KY 40591

BY: [Signature]  
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, on this the 19 day of December, 2014.  
My commission expires: May 6, 2016  
[Signature]  
NOTARY PUBLIC

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

**GRANT PROGRAM: 2015 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

**PROJECT TEAM AND CONTACT INFORMATION**

**Grantee Organization:** Bluegrass Greensource, Inc.  
3120 Pimlico Parkway, Suite 126  
Lexington, KY 40517  
P.O. Box 910384  
Lexington, KY 40591  
KY Organization #: 0520954

**Primary Project Contact:** Amy Sohner  
859-266-1572 (phone)  
amy@bgGreensource.org (email)

**Secondary Project Contact  
and Project Manager:** Brandi Berryman  
859-425-2515 (phone)  
bberryman@lexingtondda.com (email)

**Project Team Members:** Lexington Downtown Development Authority  
Town Branch Trail, Inc.  
Fayette Alliance  
SCAPE / Landscape Architecture PLLC  
MTWTF Graphic Design

**TARGET AUDIENCE**

The target audience for this grant is the Lexington residents and property owners to engage them in issues of water quality and ecological health.

**PROJECT PLAN ELEMENTS**

- 1) ***DOWNLOADABLE PODCASTS:*** Develop a series of five (5) downloadable podcasts from on-site interviews and conversations with Lexington hydrologists, ecologists, and historians. Possible podcast topics include:
  - a) “What’s under there?”
  - b) “Karst Hydrology”
  - c) “We Are the Watershed”
  - d) “Streamside Living”
  - e) “Keeping it clean”
- 2) ***MAP AND TOUR:*** Develop a downloadable map and walking tour describing the hidden Town Branch waterway and podcast listening spots.
- 3) ***WEBSITE:*** Create and maintain an interactive website featuring project with the downloadable podcasts and map material.
- 4) ***WATER WALK:*** Host 1-2 public Water Walk events led by the Lexington Downtown Development Authority, Fayette Alliance, and Town Branch Trail, Inc.
- 5) ***MARKETING:*** Marketing and distribution of Town Branch Water Walk website and downloadable materials, including a “pop-up” Town Branch Water Walk materials station at a downtown location. Potential to link further Water Walk events with Town Branch cleanups.

## **PROJECT SUSTAINABILITY**

- 1) Maintenance of the web platform will be supported by the Lexington Downtown Development Authority and the Town Branch Trail, Inc. to provide information and downloads beyond the project dates.
- 2) The pop-up “Town Branch Water Walk” station at the Lexington Downtown Arts Center or Library Branch will remain beyond the launch of the program.
- 3) Permanent signage is to remain along Town Branch Water Walk path.

## **PROJECT SUCCESS MEASURES**

- 1) The number of website visitors and information downloads will be tracked via free software (similar to Google Analytics or equivalent).
- 2) Event participation will be monitored and documented, including age breakdown, neighborhood of residence, and number of attendees.
- 3) Survey and comment sections on website will be provided to solicit and document feedback on the project and to help inform future podcast development and project expansion.

## **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 electronic material generated as part of the grant (i.e. podcasts, maps, walking tour descriptions, etc.) shall be provided in electronic form to LFUCG for its use prior to project closeout.
- 2) All print material generated as part of the grant (i.e. podcasts, maps, walking tour descriptions, etc.) shall be provided in a reproducible hardcopy form to LFUCG for its use prior to project closeout.
- 3) As mentioned in the GAA #15 and # 17 – *“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...”* and *“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.”*

## **EQUIPMENT**

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

## **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**

<b>Activity</b>	<b>Anticipated Date</b>
Notice to Proceed	(Anticipated) February 2015
Project Kickoff	March 2015
Podcast Research and Development	March 2015
Finalize Podcasts and Map	March – April 2015
Website Design and Testing	March – May 2015
Finalize Website and Launch	June 2015
Material Distribution	June 2015
Project Events	June – July 2015
Provide Project Final Report to LFUCG	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**

Type of Expense	Participants	Item	Unit Price	Quantity	Funded by Organization	Funded by Grant	Total Expense	
<b>Project Element: Town Branch Water Walk: Podcasts &amp; Website</b>								
2 Consulting Fees	SCAPE & MTWTF	Project Graphics: design of signature project icons or graphics based on the vision presented in the "Revising Town Branch" proposal documents; & design of map/illustrations	\$ 7,000.00 lump sum	1	\$ -	\$ 7,000.00	\$ 7,000.00	
3 Consulting Fees	SCAPE & MTWTF	Content Development: MTWTF develops, in collaboration with SCAPE, the project's narrative spine; MTWTF develops a podcast episode template; SCAPE produces 5 podcast episodes, of varying content lengths, from research and interviews provided by SCAPE. These podcast episodes will be featured on the website	\$ 13,000.00 lump sum	1	\$ -	\$ 13,000.00	\$ 13,000.00	
4 Stock Video & archival information	Town Branch Trail, Inc.	Stock video and archival information for support of the creation of the podcasts and website	\$ 3,000.00 lump sum	1	\$ 3,000.00	\$ -	\$ 3,000.00	
5 Consulting Fees	MTWTF	Website Style Guide: MTWTF develops appropriate style guide for website design that will be utilized by web developer for creation of website.	\$ 3,000.00 lump sum	1	\$ -	\$ 3,000.00	\$ 3,000.00	
6 Consulting Fees	Peach Technology	Website Development: based on style guide and utilizing all components developed by SCAPE and MTWTF the website will be created; webpage to be hosted by townbranch.org; Peach Technology develops website through launch.	\$ 1,000.00 lump sum	1	\$ -	\$ 1,000.00	\$ 1,000.00	
7 Web Hosting Fee	Town Branch Trail, Inc.	Web hosting through design and development and for up to 3 years	\$ 1,500.00 lump sum	1	\$ 1,500.00	\$ -	\$ 1,500.00	
8 Consulting Fees	Lord Aeck Sargeant	Project Support: consultants assisting in support for work conducted by SCAPE and MTWTF through project completion (50% in-kind donation)	\$ 5,000.00 lump sum	1	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	
9 Consulting Fees	Town Branch Trail, Inc.	Content Development and event support in-kind donation.	\$ 4,500.00 lump sum	1	\$ 4,500.00	\$ -	\$ 4,500.00	
10 Consulting Fees	Downtown Development Authority	Project Management and administration in-kind donation	\$ 7,500.00 lump sum	1	\$ 7,500.00	\$ -	\$ 7,500.00	
11 Travel	SCAPE & MTWTF	Estimated expenses: 2 trips, 2 people for research, interviews, mapping, and events Paid in part by Donation from Town Branch Commons, Inc. & Fayette Alliance Community Grant.	\$ 3,000.00 per trip	2	\$ 6,000.00	\$ -	\$ 6,000.00	
12 Administration/Accounting Fees		Fees as associated with use of account to administer project paid for by Fayette Alliance Community Grant.	\$ 1,000.00 lump sum	1	\$ 1,000.00	\$ -	\$ 1,000.00	
<b>Project Element: Town Branch Water Walk: Launch Event &amp; Tour</b>								
14 Volunteer Hours	Participants	Volunteer Hours for assistance with launch & tour (assume 12 people for 6 hours = 72 hours)	\$ 7.25 per hour	72	\$ 522.00	\$ -	\$ 522.00	
15 Personnel Hours	Fayette Alliance	Project Support for promotion and support of program and events.	\$ 1,000.00 lump sum	1	\$ 1,000.00	\$ -	\$ 1,000.00	
16 Printing	DDA, Town Branch Trail, Inc., Fayette Alliance	Including printing of maps for events and pop up locations indicating the walking tour for the launch and walking tour; printing of way finding signs for events (15-12"x18" yard signs, and 3-36"x48" signs)	\$ 1,100.00 lump sum	1	\$ -	\$ 1,100.00	\$ 1,100.00	
17 Event Marketing	DDA, Town Branch Trail, Inc., Fayette Alliance	Marketing of website, launch event and walking tour including but not limited to printed materials, television/radio ads, and online marketing.	\$ 500.00 lump sum	1	\$ -	\$ 500.00	\$ 500.00	
18 Supplies	DDA, Town Branch Trail, Inc., Fayette Alliance	Materials for events: table rentals, microphones, speakers, and miscellaneous items as needed.	\$ 700.00 lump sum	1	\$ -	\$ 700.00	\$ 700.00	
19 Signage	DDA, Town Branch Trail, Inc., Fayette Alliance	Creation and installation of permanent signage for 5 locations, and 1-2 directory signs along the walking tour and additional way finding information along the path	\$ 1,200.00 lump sum	1	\$ -	\$ 1,200.00	\$ 1,200.00	
20	<b>TOTAL PROJECT BUDGET:</b>					\$ 27,522.00	\$ 30,000.00	\$ 57,522.00
21							GRANT SHARE	
22							ORGANIZATION SHARE	
23								
24								

COST SHARE % AFTER FIRST \$2,500 = 50.0%  
MUST BE > 50%

\* Note: Organization share must be 50% after the first \$2,500.00. No cost share required for grants ≤ \$2,500.