



Contract Number:	MC10252018
Accounting Information –	
Project Name:	Kentucky Mill Creek Restoration
Project-Award-Activity Number:	P117316
Source of funds:	Private Foundation <input type="checkbox"/> Private <input checked="" type="checkbox"/>

GRANT BY TNC TO GRANTEE – PRIVATE FUNDS – LONG FORM

November 28, 2018

Louisville-Jefferson County Metro Government
1297 Trevilian Way
Louisville, KY 40213

Re: Grant No. MC10252018, Wyandotte Park Open Area Planting

Dear Louisville Parks and Recreation,

We are very pleased to inform you that The Nature Conservancy (the “Conservancy”) has agreed to make this Grant to the Louisville-Jefferson County Metro Government, acting by and through Parks and Recreation (“Grantee”) in the amount not to exceed \$50,000.

I. OBJECTIVE

The purpose of this Grant is to fund Grantee’s open area planting in Wyandotte Park (“Program”) as described in the attached workplan and budget (“Attachment A”).

II. TERM

The start date of this Grant is December 1, 2018 and shall expire on January 31, 2022.

III. REPORTING

Grantee shall submit the following reports using the attached formats (“Attachment B”): Programmatic report(s) due upon completion of planting (report due April 30, 2019) and annually thereafter, following monitoring (due January 31 annually through 2022). The final programmatic report is due January 31, 2022.

IV. PAYMENTS

An initial disbursement of \$17,000 will be made within 3-5 business days following receipt of invoice, via ACH payment submitted per ACH Vendor Enrollment Form to Louisville-Jefferson County Metro Government. The final remaining amount of \$33,000 will be made within 30 days of submission and acceptance of the invoice and associated-programmatic report due April 30, 2019. Invoices and reports shall be submitted to:

December 2018-April 2019: **Chris Chandler, Cities Program Director**
christopher.chandler@tnc.org

April 2019-January 2022: **Catherine Fitzgerald, Cities Project Manager**
c.j.a.fitzgerald@tnc.org

V. EXPENDITURE LIMITED TO DESIGNATED PURPOSES

Grant funds may be spent only in accordance with the provisions of the Grantee's funding request and budget submitted to the Conservancy. Expenditure of Grant funds is subject to modification only with the Conservancy's prior written approval. Any Grant funds not expended or committed for the purposes of this Grant must be returned to the Conservancy.

The Conservancy may monitor and evaluate the Program's activities, which may include visits by Conservancy personnel and agents, discussions with Grantee's personnel, and review of financial and other records and materials related to the Program activities financed by this Grant in an effort to determine whether Grantee's activities meet the Conservancy's funding objectives.

VI. PROVIDING FUNDS TO OTHERS

The Grantee is prohibited from using the Conservancy's funds and/or assets for grants to others without the Conservancy's written permission.

VII. DISCLOSURE OF INTERNAL CONFLICTS OF INTEREST

The Grantee must disclose to the Conservancy any proposed use of funds and/or assets for activities in which there is an apparent or actual conflict of interest between the Grantee and its employees, board members, or close relatives of the Grantee's employees or board members and make such expenditure subject to prior Conservancy approval.

VIII. PROCUREMENT

The Grantee will follow its own policies with regard to documentation of procurements and maintain that documentation in their organization's grant files. If the Grantee does not have written procurement policies, it must retain documentation for procurements (over US \$5,000 outside the U.S. or over \$10,000 in the U.S.). Such documentation will include sole source justification, if appropriate, or documentation of a competitive process or comparison shopping.

IX. RECORDS AND AUDITS

The Grantee agrees to maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Grant to the extent and in such detail as will properly reflect all costs and expenses for which reimbursement is claimed. These records shall be maintained for a period of three years after the final expenditure report is submitted.

The Conservancy and its auditors (internal and external) will have access to all records relating to the Grant for three years after the final financial and programmatic reports for the Grant have been submitted to TNC, unless local law requires a longer retention period.

The Grantee shall be responsible for reimbursing for any disallowance of any expenditures related to the work the Grantee has performed.

X. SEGREGATION OF COSTS

The Grantee will segregate the costs of the project described herein from other projects that it currently administers.

XI. TITLE TO AND USE OF PROPERTY

Title to any property purchased with Grant funds vests in the Grantee. The Conservancy may not be charged for use of any property purchased with Grant funds.

XII. INTELLECTUAL PROPERTY LICENSE

Title to any Materials developed with Grant funds vests in the Grantee, with the Conservancy getting free irrevocable license to use, publish or distribute all such copyrighted, trademarked, patented Materials, or inventions, trade secrets or other intellectual property rights. The word "Materials" may include, but is not limited to reports, studies, photographs (and negatives), computer programs, drawings, writings or other similar works or documents, along with all supporting data and material, produced under this Agreement. The Grantee agrees to provide the Conservancy with copies of the Materials at no cost.

XIII. ACKNOWLEDGMENTS

The Grantee agrees to acknowledge the Conservancy's support of the project, including funding contributions and sponsorship, on all media announcements, programs and publications.

XIV. ASSIGNMENT

This Grant may not be assigned by the Grantee in whole or in part without the prior written consent of the Conservancy.

XV. NO AGENCY

No legal partnership or agency is established by this Grant. Neither party is authorized or empowered to act as an agent, employee or representative of the other, nor transact business or incur obligations in the name of the other party or for the account of the other party. Neither party shall be bound by any acts, representations, or conduct of the other.

XVI. TERMINATION AND REMEDIES

The Conservancy shall have the right to terminate this Grant by giving 30 (thirty) days written notice to the Grantee of intent to terminate. Should this occur, payment for work satisfactorily completed will be adjusted accordingly. In addition, if in the judgment of the Conservancy the Grantee defaults in performance of Grantee duties under this Grant, whether for circumstances within or beyond the control of the Grantee, the Conservancy may immediately terminate this Grant by written notice to the Grantee. Upon receipt of the termination notice from the Conservancy, the Grantee shall take all necessary action to cancel outstanding commitments relating to the work under this Grant. In the event of termination prior to the originally agreed upon expiration, the Conservancy shall pay of any obligations incurred by the Grantee that could not reasonably be canceled.

XVII. LOBBYING AND POLITICAL CAMPAIGNING

Grantee shall not use any portion of funds transferred under this Grant to engage in any lobbying activities unless the parties specifically agree to such lobbying activities in this agreement.

Grantee shall not use any portion of funds transferred under this Grant to participate or intervene in any political campaign on behalf of or in opposition to any candidate for public office, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with Section 501(c)(3) of the US Internal Revenue Code.

XVIII. LIABILITY

Grantee shall be solely responsible for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of this Program. Grantee agrees to, by the extent permitted by Kentucky Law, indemnify and hold the Conservancy harmless from any and all claims, loss, damages, costs and expenses, including attorney fees

through the appellate levels, made against or incurred by the Conservancy arising out of work performed by the Grantee under this Grant, or arising out of any act or omission of the Grantee.

XIX. USE OF CONSERVANCY NAME/LOGO

The Grantee may not use the Conservancy's name and/or logo in any way without prior written consent from the Conservancy, except to the extent the work performed contemplates their inclusion in the final work product.

XX. CONFIDENTIAL INFORMATION.

During the course of the performance of this Grant, the Grantee may have access to materials, data, strategies, other information relating to the Conservancy and its programs, or systems, which are intended for internal use only. Any such information acquired by the Grantee shall not be used, published, or divulged by the Grantee to any person, firm, or corporation or in any advertising or promotion regarding the Grantee or the Grantee's services, or in any manner or connection whatsoever unless required by the Kentucky Open Records Act, KRS 61.870, *et. seq.* or without first having obtained the written permission of the Conservancy, which permission the Conservancy may withhold in its sole discretion.

XXI. TAXES

The Grantee agrees to be responsible for any and all filing and payment of taxes and for compliance with any and all provisions and requirements arising under any applicable tax laws. Neither federal, nor state, nor local income tax, nor payroll tax of any kind shall be withheld or paid by the Conservancy on behalf of the Grantee, or employees of the Grantee. If appropriate, the Conservancy shall report all fees paid to the Grantee to the IRS on Form 1099.

XXII. COMPLIANCE WITH LAWS

The Grantee represents, warrants, and agrees that, in connection with the transactions contemplated by this Grant: (a) the Grantee can lawfully work in the United States; (b) the Grantee shall obtain, at its own expense (except to the extent otherwise explicitly stated in this Grant) any permits or licenses required for the Grantee's services under this Grant; and (c) the Grantee shall comply with all statutes, laws, ordinances, rules, regulations, court orders, and other governmental requirements of the United States, the Commonwealth of Kentucky, and any other jurisdiction(s) in which the Grantee is organized or authorized to do business, including but not limited to any applicable anti-bribery statutes, which are applicable to the work to be done by the Grantee under this Grant (in each case, an "Applicable Law"). The Grantee shall not take any actions that might cause the Conservancy to be in violation of any of such Applicable Laws.

XXIII. CERTIFICATION REGARDING MATERIAL SUPPORT AND RESOURCES TO TERRORISTS

A. The Grantee hereby certifies:

1. The Grantee does not commit, attempt to commit, advocate, facilitate, or participates in terrorist acts, nor has it committed, attempted to commit, facilitated, or participated in terrorist acts.
2. The Grantee will take all reasonable steps to ensure that Grantee does not and will not knowingly provide, material support or resources to any individual or entity that commits, attempts to commit, advocates, facilitates, or participates in terrorist acts, or has committed, attempted to commit, facilitated, or participated in terrorist acts.
3. Before providing any material support or resources to an individual or entity, the Grantee will consider all information about that individual or entity of which it is aware or that is available to the public.

4. The Grantee will implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity.

B. For purposes of this Certification:

1. "Material support and resources" means currency or monetary instruments or financial securities, financial services, lodging, training, expert advice or assistance, safehouses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.
2. "Terrorist act" means:
 - (i) an act prohibited pursuant to one of the 12 United Nations Conventions and Protocols related to terrorism (see UN terrorism conventions Internet site: <http://untreaty.un.org/English/Terrorism.asp>); or
 - (ii) an act of premeditated, politically motivated violence perpetrated against noncombatant targets by subnational groups or clandestine agents; or
 - (iii) any other act intended to cause death or serious bodily injury to a civilian, or to any other person not taking an active part in hostilities in a situation of armed conflict, when the purpose of such act, by its nature or context, is to intimidate a population, or to compel a government or an international organization to do or to abstain from doing any act.
3. "Entity" means a partnership, association, corporation, or other organization, group or subgroup.

C. In the event that any material misrepresentation in this Certification is discovered during the term of this Grant, the Conservancy may elect to declare this Grant null and void and immediately terminate it. In the case of an intentional material misrepresentation, the Conservancy may, at its option, recover damages resulting from the termination. Notice of termination shall be given to Grantee's address listed on page 1.

XXIV. CERTIFICATION FOR CONFLICT OF INTEREST DETERMINATION

The Grantee certifies that the information it has provided on Attachment C entitled "Disclosure Form" is true and correct to the best of the Grantee's knowledge. In the event that any material misrepresentation in the Disclosure Form is discovered during the term of this Grant, the Conservancy may elect to declare this Grant null and void and immediately terminate it. In the case of an intentional material misrepresentation, the Conservancy may, at its option, recover damages resulting from the termination and shall be entitled to offset any amounts payable to the Grantee for work satisfactorily completed against such damages. The balance of amounts payable to the Grantee for work satisfactorily completed, if any, shall be paid to the Grantee. Notice of termination shall be given to Grantee's address listed on page 1.

XXV. DUE DILIGENCE

The Conservancy may request copies of documents to ensure that Grantee meets the criteria of a non-profit conservation organization and that the Grantee meets appropriate standards of capacity, competence, and financial accountability. These documents include but are not limited to the following: a certificate of good standing, a list of the names of all of its board members and principal officers, copies of Grantee's bylaws and articles of incorporation. Grantee agrees to notify TNC immediately of any change in Grantee's corporate or tax status or operations, or if any official judicial, legislative, or administrative proceeding is instituted against Grantee that may affect the commitments and obligations agreed herein.

XXVI. CHOICE OF LAW/FORUM

This Grant shall be interpreted, construed and governed by the laws of the Commonwealth of Kentucky and such laws of the United States as may be applicable. In the event of any litigation over the interpretation or application

of any of the terms or provisions of this Grant, the Conservancy and the Grantee agree that litigation shall be conducted in the Commonwealth of Kentucky.

XXVII. BINDING EFFECT/AMENDMENTS

This Grant shall become binding when signed by the parties. This Grant supersedes all prior or contemporaneous communications and negotiations, both oral and written and constitutes the entire Grant between the parties relating to the work set out above. No amendment shall be effective except in writing signed by both parties.

XXVIII. SEVERABILITY

If any provision of this Grant is held invalid, the other provisions shall not be affected thereby.

FOR LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT

FOR THE NATURE CONSERVANCY

Greg Fischer

David Phemister

Louisville Mayor

State Director, Kentucky Chapter

Date: _____

Date: _____

Attachments:

ATTACHMENT A
WORKPLAN AND BUDGET

A. Workplan

Grantee agrees to perform the services as described below, including any deliverables cited, in accordance with the Standard Conditions described above and any other attachments to this Grant Agreement. If any of the Services are to be performed on land that is not owned by Grantee or TNC, Grantee must obtain the landowner's permission before entering upon such land. The parties acknowledge that none of the Services are to be performed or delivered outside of the United States.

Scope of Work – Tree Procurement, Planting, and Maintenance in Wyandotte Park Open Area

In consideration for the Grantee procuring, planting, and maintaining 100 trees in the Wyandotte Park Open Area as depicted on the attached map and as described below, TNC will grant the Grantee \$500.00 for each tree. This includes the procurement, planting, three years of maintenance and replacement (if needed). Trees will be planted in Winter and Spring 2019 to accommodate grantee's planting schedule.

Siting and Design:

The Grantee will match the site with the species being planted. Sites should match the native habitat of the species as much as possible, including light requirements and suitable soil conditions. To prevent pest outbreaks, planting large numbers of a single species and a single genotype should be avoided. Trees should not be planted over underground water, sewer, electrical, fiber optic, or gas lines. Grantee will call BUD prior to any tree planting to avoid any damages. Trees are sited with their mature size in mind, making sure to give adequate space for both the canopy and root zone to expand.

Tree Selection:

The grantee will hand-pick and inspect all trees prior to planting. The grantee will select healthy and appropriate trees of minimum two-inch caliper for installation. Trees will primarily be canopy trees, through some understory trees will be appropriate in places. Selection criteria include: a definite central leader for shade trees, 12" of root zone for each inch in caliper, no evidence of disease, and the main order roots visible at the surface. The tree should also be vigorous with good leaf size and color for the species or cultivar. Trees that are being staged need to be heeled in with mulch during storage.

Tree Planting:

Trees should be planted so that the main order root is at grade, or as close as possible. If the main order roots are not visible, they need to be excavated prior to planting. The planting hole should be a saucer shaped hole at least twice the size of the root ball. Burlap, twine, and wire should be removed from the top 10" of the root ball before backfilling.

Mulching:

Mulching increases soil moisture and protects trees from lawn mower damage. There should be no mulch within 4" of the stem, and the mulch should be spread evenly in a shallow 3-4' disk form no more than 4" deep. An acceptable practice is to make a slight berm 6" high just beyond the root ball to hold water and to keep mowers away. Any organic material can be used as mulch. In parks, the grantee generally uses wood chips.

Staking:

Each tree planted gets three stakes around them to either stabilize the tree if needed or to protect them from mechanical damages.

Maintenance (Trees 3 Years and Younger)

The trees will be maintained by the grantee for three years after installation. Any trees which do not survive will be replaced at no additional expense. Replacement trees will receive three years of maintenance from the date of installation.

The grantee will monitor newly planted trees annually to observe condition. After a tree is first planted, the tree will be staked and mulched. The number one reason for mortality of newly planted trees is lack of water. Unless

rainfall meets or exceeds 1 inch per week, trees should be watered with 10 gallons of water per inch in caliper, using water bags. Water bags are the most efficient way to ensure proper watering. The first year, trees will be watered weekly. The second year, watering will be reduced to biweekly. During the third year, trees will be watered once a month. Fertilization and other chemical applications can be undertaken under discretion of the manager for reasons like weed control. Stakes are removed after two years. Trees are not pruned for the first three years except when there is a small defect that can be more easily fixed while the trees are small.

Maintenance (Trees 3 to 15 Years)

Maintenance requirements for trees 3 to 15 years include mulching and structural pruning. The goal of structural pruning is to encourage proper tree form by eliminating unwanted limbs and growth trends early in the life of the tree. A tree must show vigor before pruning can take place. The best indication of vigor is shoot growth; growth should measure at least three inches before pruning takes place. No more than 10% of the tree should be pruned at any time. A three-year pruning rotation optimally meets the goals for proper tree form. It takes about 20 – 25 years to develop a permanent, stable structure.

Contingency Planning

All trees that do not survive will be replaced as soon as seasonally appropriate. Any changes in species selection from the original planting plan shall be discussed in advance and approved by the Conservancy in writing prior to implementation.

Community Outreach

Community outreach will include help from Louisville Parks and Recreation’s Volunteer Coordinator to organize volunteers to help plant the trees. This will include outreach to neighboring communities.

Deliverables

The Grantee will provide a report to the Conservancy documenting successful completion of tree procurement and installation, including species and quantities of trees planted. The Grantee will provide an “as-built” map of trees planted, including species. Subsequently, monitoring reports will be provided annually to document survival and maintenance. Any tree losses and the date of planting and the species of the replacement trees will be reported on the same schedule. The Grantee’s Forestry Division maintains records in a geographic information system (GIS) format of installed trees, the maintenance they receive, and any tree removals. These records will be made available for the project area at any time upon request.

B. Budget

The Conservancy will compensate the Grantee for all services and related expenses as follows, for a fixed price of \$500 per tree, not to exceed a total of \$50,000 for 100 trees.

The \$500 per tree cost includes procurement, installations, maintenance, and replacement of trees that do not survive. The average cost of a tree is \$150-\$200. The Grantee’s in-house staff will perform installation and maintenance. Remaining funds following tree procurement will be used for maintenance and other forestry program costs including equipment, tools, chemicals, software, and training in urban forestry.

ATTACHMENT B
PROGRAMMATIC REPORT FORMAT

**The Nature Conservancy / Louisville Parks and Recreation
Wyandotte Park Planting Programmatic Report Template
(See Instructions Included)**

Project Title: *Wyandotte Park Open Area Planting*

Award Number: MC10252018

Award Period: December 1, 2018 – January 31, 2022

Grantee Organization: Louisville/Jefferson County Metro Government, acting by and through Parks and Recreation

Contact Person: Mesude Ozyurekoglu

Email: Mesude.duyar@louisvilleky.gov

Phone Number: 502/439-8493

Reporting period:

General Instructions

1. A report consists of:

- Narrative statements under the Progress Report headings
- The Grantee shall use the Conservancy provided programmatic report template (Attachment B) for the intended use of updating the Conservancy on project progress for each reporting period.
- The Awardee is required to submit regular programmatic reports due annually on the following schedule:

Reporting Period	Reports Due	Submit To
Winter 2019	April 30, 2019	Chris Chandler, christopher.chandler@tnc.org
January 1 – December 31, 2019	January 31, 2020	Catherine Fitzgerald, c.j.a.fitzgerald@tnc.org
January 1 – December 31, 2020	January 31, 2021	Catherine Fitzgerald, c.j.a.fitzgerald@tnc.org
January 1 – December 31, 2021	January 31, 2022 (Final Report)	Catherine Fitzgerald, c.j.a.fitzgerald@tnc.org

2. Please use this template to complete the progress report. The report should be completed in MS Word and submitted via email to Catherine Fitzgerald (c.j.a.fitzgerald@tnc.org) or Chris Chandler (christopher.chandler@tnc.org) as specified above. Electronic submission is preferred. If electronic submission is not possible signed originals should be sent via mail to Catherine Fitzgerald, TNC Cities Project Manager, 414 Baxter Avenue, Louisville, KY 40204.

Specific Instructions for Each Section

Summarize the project activities undertaken during the current reporting period within the following headings, building onto the narrative from the previous report(s). You may use additional pages as necessary.

I. Abstract

The abstract should be approximately 150 words or less describing the present state of the project. Include a very brief statement of the purpose of the project with the first Progress Report and add a brief accounting of the outcomes achieved each report period and in the Final Report.

II. Results/Progress to Date

Describe in sufficient detail the goals of the project and the progress and results achieved during the current reporting period, building onto the narrative from the previous report(s). This should include information such as:

- the problems that the project is addressing;
- the short and long-term objectives, and how they are being or have been met;

- status of the project (planning/design phase, implementation, monitoring/maintenance, or complete);
- the activities carried out in this reporting period, including the number of trees planted, maintained, and/or replaced
- lessons learned during this reporting period;
- challenges or potential roadblocks to future progress (Note: If you have immediate concerns about the project, please contact Catherine Fitzgerald, TNC Cities Project Manager to discuss the issue).

III. Benefits

List who and what potential benefits are from this project and note if any unintended consequences to nature or people are of concern.

IV. Project Partners

List major project partners, and briefly note their contributions.

V. Project Timeline

Provide an updated timeline of major project tasks, as applicable (e.g., procurement, planting, monitoring/maintenance).

VI. Monitoring and Maintenance Activities

Describe tree monitoring and maintenance activities that have taken place and/or procedures that are being used to evaluate the relative success of the project in achieving its goals and objectives.

In the **Final Report**, please summarize and interpret the results for this project. Compare the actual results to the preliminary targets and discuss lessons learned. Please also note the Grantee’s plan to continue the success of this project after the award period.

VII. Community Involvement

Describe community support and any public involvement in the project, including the specific roles of volunteers in project activities. List the number of volunteers that contributed to the project and the number of hours that were worked by the volunteers, both in this reporting period and cumulatively for the whole project.

VIII. Outreach Activities

Describe any outreach or educational activities (e.g. training, brochures, videos, press releases or public events) related to the project.

IX. Supporting Materials

Please include supporting materials related to the project, such as project maps and project photographs depicting the site before, during, and after restoration (high resolution images on a thumb drive are appreciated; please include captions). If brochures, educational curricula, etc. are produced as part of the project, send electronic copies of these items as well.

The undersigned verifies that the descriptions of activities and expenditures in this progress report are accurate to the best of my knowledge; and that the activities were conducted in agreement with the grant contract. I also understand that matching fund levels established in the grant contract must be met.

Grantee Signature: _____

Grantee Name: _____

ATTACHMENT C
DISCLOSURE FORM