



# Commonwealth of Kentucky

## CONTRACT

**IMPORTANT**  
 Show Doc ID number on all packages, invoices and correspondence.

<b>Doc Description:</b> Wolf Run Watershed Based Plan Implementation	
<b>Doc ID No:</b> PON2 129 140000015 1	<b>Procurement Folder:</b> 2956624
<b>Procurement Type:</b> Memorandum of Agreement	
<b>Administered By:</b> MICHAEL REED	<b>Cited Authority:</b> FAP111-44-00
<b>Telephone:</b> 502-564-3410	<b>Issued By:</b> MICHAEL REED

<b>C O N T R A C T O R</b>	LEXINGTON FAYETTE URBAN COUNTY	
	200 EAST MAIN ST	
	LEXINGTON	KY 40507-1315
	US	

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	Wolf Run Watershed Based Plan Implementation		0.00		0.00000	300,000.00	300,000.00

**Extended Description .**

The goals for this project relate to successful implementation of two of the High Priority Best Management Practices (BMPs) identified in the Wolf Run Watershed Based Plan. Goals include improvement of warm water aquatic habitat and reduction of non-point source pollution entering Gardenside Tributary, Cardinal Run, Vaughn's Branch, and Wolf Run through Retrofit of the Cross Keys Park Retention Basin and Stream Enhancement and Constructed Wetlands in Picadome Park. Public involvement and public education goals are tied to BMP implementation efforts. This project will begin on September 1, 2013 and end on September 30, 2016. This is a Nonpoint Source Project Agreement.

<b>B I L L T O</b>	DIVISION OF WATER - FRANKFORT		<b>S H I P T O</b>
	200 FAIR OAKS, 4TH FLOOR		
	FRANKFORT	KY 40601	
	US		

**Total Order Amount:** 300,000.00

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**FEDERALLY FUNDED**

**MEMORANDUM OF AGREEMENT**

**BETWEEN THE**

**COMMONWEALTH OF KENTUCKY**

**ENERGY AND ENVIRONMENT CABINET**  
**DEPARTMENT FOR ENVIRONMENTAL PROTECTION**  
**KENTUCKY DIVISION OF WATER**

**AND**

**Lexington Fayette Urban County Government**

**Subject: Wolf Run Watershed Based Plan Implementation**

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THIS MEMORANDUM OF AGREEMENT (the AGREEMENT) is made and entered into this 1st day of September, 2013 by and between the Commonwealth of Kentucky, the Energy and Environment Cabinet, Department for Environmental Protection, Division of Water, with an address of 200 Fair Oaks Lane, 4th Floor, Frankfort, Kentucky 40601, hereinafter known as "the Cabinet," and the Lexington Fayette Urban County Government, with an address of 101 East Vine Street, Lexington, Kentucky 40507, hereinafter known as "LFUCG."

**WITNESSETH:**

**WHEREAS,** the Cabinet is charged with the implementation of the Kentucky Nonpoint Source Management Program as required by Section 319 of the federal Clean Water Act Amendments of 1987; and

**WHEREAS,** control of nonpoint source pollution through Watershed Based Plan Implementation is an important component of the Kentucky Nonpoint Source Management Program; and

**WHEREAS,** the Cabinet, as the lead oversight agency for the Kentucky Nonpoint Source Pollution Control Program, implements the Program primarily through the activities of cooperating agencies, institutions, and organizations; and

**WHEREAS,** the mission of the LFUCG includes successful implementation of two of the High Priority BMPs identified in the Wolf Run Watershed Based Plan. Goals include improvement of warm water aquatic habitat and reduction of non-point source pollution entering Gardenside Tributary, Cardinal Run, Vaughn's Branch, and Wolf Run through Retrofit of the Cross Keys Park Retention Basin (BMP No. 106 in the Wolf Run Watershed Based Plan) and Stream Enhancement and Constructed Wetlands in Picadome Park (BMP No. 113 in the Wolf Run Watershed Based Plan); and

**WHEREAS,** pertinent federal grant award information is as follows:  
CFDA Title: Section 319(h) Nonpoint Source Implementation Grant

1. CFDA Number: 66.460
2. Award Name and Number: FFY 2012 Section 319(h) Nonpoint Source Pollution Control Program: #C9994861-12
3. Federal Awarding Agency: United States Environmental Protection Agency
4. Applicable Compliance Requirements: 40 CFR §7, §29, §30, §31, §32, §34, §35, §39, §45, and §47; OMB Circular Nos. A-21, A-87, A-110, A-122, and A-133

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**NOW, THEREFORE**, in consideration of the mutual covenants and conditions contained herein, and for other good and valuable consideration, the receipt, mutuality and sufficiency of which is hereby acknowledged by the parties to this AGREEMENT, the Cabinet and the LFUCG hereby COVENANT AND AGREE as follows:

**1. OBLIGATIONS OF THE CABINET**

1.1 The Cabinet shall undertake the following obligations:

The Cabinet, as the lead oversight agency for the Kentucky Nonpoint Source Pollution Control Program, developed a Section 319(h) Kentucky Nonpoint Source Implementation Grant Workplan for Federal Fiscal Year (FFY) 2012. The Workplan describes projects that shall partially implement the Kentucky Nonpoint Source Management Program. Subsequently, the U.S. Environmental Protection Agency (EPA) approved the Workplan and, to enable implementation of the projects described therein, awarded a grant to the Cabinet through the Section 319(h) Nonpoint Source Implementation Program Cooperative Agreement (#C9994861-12) for FFY 2012, which is subject to the terms and conditions of the approved Workplan. This Memorandum of Agreement assigns implementation of one of the Workplan Project Applications, "Wolf Run Watershed Based Plan Implementation" to the LFUCG. The Cabinet shall provide general oversight on this agreement, ensuring the conditions and obligations set forth herein are met. The Cabinet shall also provide technical and administrative assistance and periodically review progress and make recommendations.

1.2 The Cabinet shall notify the LFUCG in writing when this grant, Section 319(h) Nonpoint Source Implementation Program Cooperative Agreement (#C9994861-12) for FFY 2012, which this project belongs to, is approved and closed out by the Environmental Protection Agency.

**2. OBLIGATIONS OF THE LFUCG**

2.1 The lead agency for this project is the LFUCG. The LFUCG's goals for this project include successful implementation of two of the High Priority BMPs identified in the Wolf Run Watershed Based Plan. Goals include improvement of warm water aquatic habitat and reduction of non-point source pollution entering Gardenside Tributary, Cardinal Run, Vaughn's Branch, and Wolf Run through Retrofit of the Cross Keys Park Retention Basin (BMP No. 106 in the Wolf Run Watershed Based Plan) and Stream Enhancement and Constructed Wetlands in Picadome Park (BMP No. 113 in the Wolf Run Watershed Based Plan). Public involvement and public education goals are tied to BMP implementation efforts. The LFUCG shall conduct this plan of work as outlined in their EPA approved Project Application, incorporated into this Agreement by reference, which is summarized as follows:

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## Project Summary

*Problem:* Wolf Run is currently listed under the 303(d) list as partially supporting for Warm Water Aquatic Habitat and non-supporting for Primary and Secondary Contact Recreation Water. In March 2013 the Wolf Run Watershed Based Plan (Third Rock Consultants, LFUCG, and Friends of Wolf Run, 2013) was completed. This plan lays out a path forward to improve water quality in Wolf Run and its tributaries through public involvement, education, and implementation of Best Management Practices (BMPs).

*Goals:* The goals for this project relate to successful implementation of two of the High Priority BMPs identified in the *Wolf Run Watershed Based Plan*. Goals include improvement of warm water aquatic habitat and reduction of non-point source pollution entering Gardenside Tributary, Cardinal Run, Vaughn's Branch, and Wolf Run through Retrofit of the Cross Keys Park Retention Basin (BMP No. 106 in the *Wolf Run Watershed Based Plan*) and Stream Enhancement and Constructed Wetlands in Picadome Park (BMP No. 113 in the *Wolf Run Watershed Based Plan*). Public involvement and public education goals are tied to BMP implementation efforts.

### *Objectives:*

Project Objectives for the Cross Keys Retention Basin Retrofit BMP include increasing pond depth, utilizing constructed wetlands and sedimentation splay area for pre-treatment, directing urban runoff into the pond for treatment, and enhancing aquatic habitat through stream restoration and creation from a portion of the old pond bed. Project Objectives for the Picadome Park Stream Enhancement BMP include modifying a destabilizing bridge crossing, reducing streambank erosion through natural channel design techniques and improving aquatic habitat. Project Objectives include involving the public in the BMP implementation and providing educational features in the BMPs.

### *Activities:*

Project Activities include engineering evaluations, design, permitting, bid and construction activities related to successful completion of the two High Priority BMP projects. Project Activities related to public involvement and education include holding public meetings with a design charrette and collaboration with the Wolf Run Watershed Council established during the *Wolf Run Watershed Based Plan* development.

### *Measures of Success:*

The measures of success for this project have been established to be measurable and verifiable. Measures of success for the capital improvements include successful procurement of engineering services, completion of evaluations, designs, specifications, contract documents, procurement of construction contractor services and construction of the

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designed improvements. Measures of success for the public involvement and education project activities include meeting minutes, reports, and permanent signage.

### Introduction/Background

Lexington-Fayette Urban County Government (LFUCG), community groups, and interested citizens are working together in Fayette County to improve water quality in the Wolf Run Watershed. Wolf Run is currently listed under the 303(d) list as partially supporting for Warm Water Aquatic Habitat and non-supporting for Primary and Secondary Contact Recreation Water. Identified pollutants include Fecal Coliform, Nutrient/Eutrophication Biological Indicators, and Specific Conductance from suspected sources of Channelization, Loss of Riparian Habitat, Unspecified Urban Stormwater, and Urban Runoff/Storm Sewers (KDOW, 2010). The draft *Total Maximum Daily Load (TMDL) for Fecal Coliform and E. coli, 9 Stream Segments and 2 Springs within the South Elkhorn Creek Watershed, Fayette, Franklin, Jessamine, Scott and Woodford Counties, Kentucky* (KDOW, 2012) includes Wolf Run. A TMDL for nutrients is also under development. In March of 2013, LFUCG completed the *Wolf Run Watershed Based Plan*, funded in part through a Section 319(h) Nonpoint Source Implementation Grant. One outcome of this plan was establishment of the Wolf Run Watershed Council, an active community group that meets quarterly as a council and more frequently in sub-groups to promote and coordinate activities to improve water quality in the Wolf Run Watershed. As part of the watershed plan development, locations were identified and prioritized for future Best Management Practices (BMPs) implementation. The plan includes 138 individual BMP recommendations. Sixty-two (62) BMPs were identified as high priority, 32 as medium priority, and 44 as low priority. Several funding sources, including private funding, public funding, and public-private partnerships are being utilized to implement these BMPs.

This project includes work to implement all or part of the following two High Priority BMPs identified by the Wolf Run Watershed Based Plan:

- BMP No. 106: Cross Keys Park Retention Basin Retrofit
- BMP No. 113: Picadome Golf Course Stream Restoration

Both project sites are located in LFUCG owned and publicly accessible parks. Both sites have significant pedestrian traffic and are excellent locations for passive environmental education tied to Best Management Practice implementation.

BMP No. 106 is located at 1240 Cross Keys Road, in the LFUCG-owned Cross Keys Park. The park includes a large pond that is located in-line on the Gardenside Tributary, which flows into Cardinal Run and eventually Wolf Run. The current pond surface area is over 4.0 acres and covers about one-third of the park area. The pond is over 40 years old and is

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highly degraded due to excessive siltation. Average water depth is now 2 to 3 feet deep over most of the pond. In particular, the upstream half of the pond is excessively silted in with only 1 to 2 feet of depth, providing no aquatic habitat. With 280 acres of urbanized drainage area, this pond is an excellent example of a degraded surface water feature with opportunity for retrofit for water quality and habitat improvement. The pond is currently maintained by mowing to the pond edge, which has led to some bank erosion, loss of riparian habitat, higher water temperature, and an abundance of Canada geese. Algae blooms during warmer months due primarily to excessive sedimentation and organic enrichment from pathogens and nutrients reduce dissolved oxygen, harm aquatic fish and organisms, and make the park a nuisance to local residents. The project incorporates several complementary project elements to transform this degraded surface water feature into a water quality facility which improves downstream water quality while providing aquatic habitat for fish, amphibians, and aquatic organisms.

BMP No. 113 is located at 469 Parkway Drive in the LFUCG-owned Picadome Park Golf Course. Vaughn's Branch, a major tributary to Wolf Run, runs through the golf course. It is intermittent, frequently dry, with a bedrock bottom. Severe erosion and bank sloughing is occurring in several segments of the stream, due in part to bridges that cross the stream, creating unstable channel sections that are experiencing active deposition, scour, and meander development. Monitoring data shows that Vaughn's Branch has some of the highest levels in the watershed of non-point source pollutants including phosphorus, nitrogen, pathogens, conductivity, and sediment. Habitat was found to be "poor" due to low velocity-depth regime, channel flow, bank stability and riparian vegetation. LFUCG has completed pebble counts, longitudinal profile and cross-sections of the stream as part of the Wolf Run Watershed Based Plan. Given the linear nature of this project, it is well suited for segmented implementation. Project improvements will serve to reduce sediment load, provide buffer and treatment of sheet flow coming from the golf course, and enhance aquatic habitat.

**NPS Pollution Control Project Goal, Objectives, and Activities**

**Goal: Improve Warm Water Aquatic Habitat and Reduce Non-point Source Pollution entering Gardenside Tributary, Cardinal Run, and Wolf Run through Retrofit of the Cross Keys Park Retention Basin (BMP No. 106 in the Wolf Run Watershed Based Plan)**

Objective: Improve Water Quality and Aquatic Habitat in the Cross Keys Park Retention Pond

Activity: Develop and submit the BMP Implementation Plan to KDOW for review and approval.

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Activity: Procure contract for engineering design services.

Activity: Perform a geotechnical evaluation of the pond dam and outlet works, and perform a hydraulic routing analysis of the pre- and post-project pond conditions.

Activity: Perform design, permitting, and bid activities associated with improvements related to the first Objective.

Activity: Procure contract for construction of improvements.

Activity: Remove sediment to reconstruct a deep pond section with adequate permanent pool volume and configuration for biological and chemical mechanisms to remove soluble and insoluble pollutants as well as habitat suitable for fish and diverse aquatic species.

Activity: Reshape basin to include a littoral shelf around the deep pond section and plant wetland plants on the shelf.

Activity: Plant native grasses, wildflowers, and trees around the pond buffer.

Activity: Provide bank stabilization on the downstream end of the dam where the spillway transitions back to the stream.

Objective: Utilize Constructed Wetlands with depositional splay area to provide non-point source pollution pre-treatment for the Cross Keys Pond.

Activity: Perform design, permitting, and bid activities associated with improvements related to the second Objective.

Activity: Construct a shallow marsh wetland area at the outlet of the incoming stream with one or more long meandering low flow channels encompassed within a larger wetland area to serve as habitat and provide a splay area for sedimentation that will allow for natural deposition without harm to the wetland habitat.

Objective: Increase drainage area being treated by the pond by redirecting runoff from Cross Keys Road into the pond.

Activity: Perform design, permitting, and bid activities associated with



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improvements related to the third Objective.

Activity: Construct approximately 260 linear feet of 24" pipe from Cross Keys Road into the pond. This system would convey runoff from approximately 10 acres of residential and commercial urbanized areas which currently outfalls just downstream of the pond.

Objective: Enhance aquatic habitat through a 300 linear foot stream restoration/relocation project with floodplain vernal pools.

Activity: Perform geomorphic instability assessments, design, permitting, and bid activities associated with improvements related to the fourth Objective.

Activity: Relocate approximately 150 linear feet of existing stream and construct another 150 linear feet of stream within the existing pond bed on the upstream side of the pond.

Activity: Construct vernal pools in the floodplain along the new stream segment.

**Goal: Improve Warm Water Aquatic Habitat and Reduce Non-point Source Pollution entering Vaughn's Branch and Wolf Run through Stream Enhancement and Constructed Wetlands in Picadome Park (BMP No. 113 in the Wolf Run Watershed Based Plan)**

Objective: Reduce Streambank Erosion and Improve Aquatic Habitat in Vaughn's Branch

Activity: Perform geomorphic instability assessments, design, permitting, and bid activities associated with improvements related to the first Objective.

Activity: Remove and replace one bridge crossing with a culvert configuration designed to maintain a stable low flow channel with high flow bypass.

Activity: Perform stream enhancement for approximately 300 linear feet by improving identified unstable stream sections to include a low flow channel and connected floodplain bench with riparian buffer utilizing natural channel design techniques.

Activity: Construct vernal pools within the improved floodplain bench. Utilize impermeable liner if needed to maintain water levels.

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Activity: Construct wetlands at two storm sewer outfalls to provide low flow water quality treatment prior to runoff entering Vaughn's Branch.

**Goal: Involve the Public throughout the BMP Project Implementation**

Objective: Involve the Public in Implementation of the Project.

Activity: Involve the Wolf Run Watershed Council Implementation Team in the planning, design, and construction of the project improvements.

Activity: Hold a design charrette with members of the Wolf Run Council, neighborhood residents around the Cross Keys Pond, LFUCG staff including Parks & Recreation, the selected design consultant, and interested citizens.

Activity: Wolf Run Watershed Council Implementation Team shall track progress according to Council determined protocols.

**Goal: Educate the Public through the BMP Project Implementation**

Objective: Provide for Education of the Public during and after the Project.

Activity: Design educational signage for the Cross Keys and Picadome project sites related to the green infrastructure, stream restoration, and habitat improvements.

Activity: Install educational signage for the Cross Keys and Picadome project sites.

Activity: Hold a public meeting for the neighborhoods surrounding Cross Keys pond during the design phase.

**Describe the NPS Pollution Control Plan of Work**

The primary project objectives consist of design and construction of capital improvements at the Cross Keys Park Retention Basin and along Vaughn's Branch in the Picadome Park Golf Course. Implementation of these projects shall follow the standard LFUCG practices for contract procurement, project management, and construction administration. Grant and project management shall be administered through the Division of Water Quality, LFUCG, including preparation and submittal of all quarterly, annual and final reports.

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The first task shall be to provide a BMP Implementation Plan to KDOW NPS staff for review and approval. Once approved, LFUCG shall procure a Consulting Engineer to perform engineering services for the project as scoped in the BMP Implementation Plan. LFUCG's Request for Proposal and selection process shall be utilized.

Once a contract with the Consulting Engineer is executed by Urban County Council, the Engineer shall perform a geotechnical evaluation of the Cross Keys Pond dam, geomorphological assessments at the stream relocation site at Cross Keys and the stream enhancement site at Picadome, and hydraulic routing analyses of the Cross Keys pond for existing condition. Assessment reports shall be provided to KDOW NPS staff for review and comment. The Consulting Engineer shall also perform a design survey at both sites and meet with the permitting agencies which have jurisdiction over the work.

With the assessment completed, the design charrette shall be held to engage stakeholders and the public on the design elements and brainstorm potential constraints, problems, and opportunities.

The Engineer shall prepare preliminary design plans, a hydraulics report, specifications, construction quantities and cost estimates for the project. (Note: It is expected that both the Cross Keys and the Picadome project improvements shall be designed and bid as one project.) These submittals shall be distributed to KDOW NPS staff, LFUCG staff, utilities, and the Wolf Run Watershed Council BMP Implementation Team for review and comment. A public meeting shall be held with the project team and residents of the Cross Keys area to obtain input and answer questions on the preliminary plans.

Once comments have been received, a design submittal shall be prepared and submitted to the permitting agencies along with permit applications. It is expected that a 401 Water Quality Certification from KDOW, a 404 permit from the U.S. Army Corps of Engineers, and a no-rise certification for the FEMA Floodway shall be required.

Contract Bid Documents shall be prepared including final plans, specifications, bid tab, and construction cost estimate and the project shall be bid following LFUCG standard procurement practices.

Once a contract with the Construction Contractor is executed by Urban County Council, construction shall commence. The Contractor is required to prepare a Stormwater Pollution Prevention Plan including a detailed and phased Erosion and Sediment Control Plan and obtain a Notice of Intent for Construction Activities from the State and a Land Disturbance Permit from LFUCG. LFUCG shall have a resident inspector on site throughout construction activities.

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Design of educational signage shall occur concurrently with design. Draft signage shall be provided to KDOW NPS staff for review and approval. Signs shall be fabricated and installed once the general construction is completed.

LFUCG shall prepare the Project Final Report following KDOW guidelines.

The systems shall be designed to be naturally sustainable for the future. Long-term maintenance of the improvements shall be a shared responsibility of LFUCG's Divisions of Parks and Recreation and Water Quality and shall include routine inspection, invasive species removal, trash pickup, and supplemental plantings if necessary. Structural repairs are unlikely but would be performed by the Division of Water Quality through annual contracts typically utilized for basin and ditch maintenance if required. Any post-project monitoring required by stream construction permits would be performed through a professional services contract administered by the Division of Water Quality.

Activities funded through this project will not be used to fulfill requirements of the MS4 permit, federal consent decree and other federal permits.

#### **Environmental Data Collection**

**Any post-project monitoring of BMP performance by LFUCG shall be conducted outside of 319(h) grant activities.**

#### **Public Involvement**

The public shall be involved primarily through the Wolf Run Watershed Council and the design charrette. The Wolf Run Watershed Council Implementation Team shall provide technical review of the design and participate in that role through the project design and construction. Several Council team members are subject matter experts on native riparian habitat and green infrastructure design and management. Local neighborhood leaders shall be included in the design charrette for the Cross Keys Pond and a separate public meeting shall be held during the design phase for the public related to the Cross Keys project.

Once complete, the educational signage shall provide environmental education opportunities for the public into the future. It is also expected that Cross Keys Park shall be utilized for LFUCG Parks and Recreation school education programs.

#### **Project Measures of Success**

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Objective: Improve Water Quality and Aquatic Habitat in the Cross Keys Park Retention Pond

KDOW approved BMP Implementation Plan  
Procurement of a contract for engineering services.  
Completion reports for geotechnical and hydraulic analyses.  
Completion of design plans, specifications, and contract documents.  
Procurement of a construction contract.  
Completion of construction of:  
    Sediment removal and re-establishment of pond permanent pool volume  
    Planted littoral shelf  
    Planted riparian buffer  
    Downstream transition bank stabilization

Objective: Utilize Constructed Wetlands with depositional splay area to provide non-point source pollution pre-treatment for the Cross Keys Pond.

Completion of design plans, specifications, and contract documents (expected to be merged with the first Objective deliverables).  
Completion of construction of the shallow marsh wetland area.

Objective: Increase drainage area being treated by the pond by redirecting runoff from Cross Keys Road into the pond.

Completion of design plans, specifications, and contract documents (expected to be merged with the first Objective deliverables).  
Completion of construction of the realignment of runoff discharging into pond.

Objective: Enhance aquatic habitat through a 300 linear foot stream restoration/relocation project with floodplain vernal pools.

Completion report for geomorphological assessment.  
Completion of design plans, specifications, and contract documents (expected to be merged with the first Objective deliverables).  
Completion of construction of:  
    Stream relocation and extension  
    Vernal pools in new stream floodplain

Objective: Reduce Streambank Erosion and Improve Aquatic Habitat in Vaughn's Branch

Procurement of a contract for engineering services (expected to be same contract as the first Objective).  
Completion report for geomorphological assessment.  
Completion of design plans, specifications, and contract documents (expected to be merged with the first Objective deliverables).

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Procurement of a construction contract (expected to be same contract as the first Objective).

Completion of construction of:

- Modified bridge crossings
- Stream improvements with riparian buffers
- Vernal pools in floodplain bench
- Constructed wetlands at pipe outfalls

Objective: Involve the Public in Implementation of the Project.

- Meeting minutes of the Wolf Run Watershed Council Implementation Team related to the planning, design, and construction of the project improvements.
- Design charrette summary report.
- BMP Implementation tracking report.

Provide for Education of the Public during and after the Project.

- Completed and approved educational signage design.
- Installation of educational signage.
- Cross Keys public meeting minutes and number of people attending.

**Quality Assurance Project Plan (QAPP)**

The LFUCG shall develop and submit to the Cabinet for review and approval, a QAPP for the environmental monitoring activities associated with the project described in this Agreement. No project monitoring activities shall occur until the QAPP has been reviewed and approved by the Cabinet. The LFUCG shall ensure that all environmental monitoring activities in this Agreement shall be conducted in accordance with the approved QAPP. The approved QAPP shall be incorporated into this Agreement by reference.

The Kentucky Division of Water requires submittal of a written quality assurance evaluation report during the project sampling period. This evaluation report will be submitted during the sampling period (exact timing of submittal to be determined depending on length of project). A final report and summary of overall project quality assurance would be submitted at the end of the project.

The quality assurance evaluation report should explain and detail the quality processes and controls used in sampling, both by the laboratory and the field data. The report should summarize the status of sampling, and outline any and all deficiencies and discrepancies in the data collection and analysis process to date.

Discussion items in the quality assurance evaluation report may include but are not limited to:

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1. Types of quality control measures completed
  - a. Laboratory method blanks, discussion of precision, accuracy, completeness, bias, etc. in instrumentation and field methods.
2. Analysis of data quality
  - a. Explanation of data qualifiers, data that is flagged by the laboratory.
3. Summary of field data collection activities
  - a. Sample or sampling issues encountered in field
4. Corrective action taken or to be taken

A representative sample of field data and field documentation (e.g., field data sheets, calibration sheets, etc.) and a data package from the laboratory may also be requested in support of the quality assurance evaluation report.

The quality assurance evaluation report does not replace the progress report, but may be submitted concurrently or as an appendix, as appropriate.

#### **Electronic Data Delivery**

The LFUCG shall deliver electronic data deliverables in an EXCEL format as specified by DEP for all sample data, environmental measurements, observations, and analysis.

#### **Best Management Practices (BMP) Implementation Plan**

The LFUCG shall develop and submit to the Cabinet for review and approval, a BMP Implementation Plan for all BMP implementation activities associated with the project described in this Agreement. No BMP implementation activities shall occur until the BMP Implementation Plan has been approved by the Cabinet. The LFUCG shall ensure that all BMP implementation activities in this Agreement shall be conducted in accordance with the approved BMP Implementation Plan. The approved BMP Implementation Plan shall be incorporated into this Agreement by reference.

The BMP Implementation Plan shall include: (1) a list of BMP technologies to be installed; (2) a description of the technology selection process, to include the estimated cost, relative treatment efficiency, and the minimum operation and maintenance required for the BMP to operate efficiently; (3) a description of how BMPs shall be targeted to specific locations and if locations are known, a map(s) clearly showing the location where the BMP technologies shall be demonstrated; (4) a means of notifying the Division of Water, NPS Section prior to BMP implementation; (5) a financial plan of action, which describes how financial assistance shall be

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provided for technology demonstration; (6) the type of maintenance agreement to be made with the landowner; and (7) a statement that ensures that all agricultural or forestry BMPs will be consistent with the Kentucky Agriculture Water Quality Act and/or the Forest Conservation Act.

### **Education Materials**

The LFUCG shall ensure that all materials to be used in school-based education shall conform to the Kentucky Education Reform Act of 1990, Core Content for Assessment. When materials are submitted, the corresponding section of the Core Content must be cited.

The LFUCG shall ensure that all outreach materials conform to the North American Association for Environmental Education's (NAAEE) *Environmental Education Materials: Guidelines for Excellence* (NAAEE 1998, 1999) ([www.NAAEE.org](http://www.NAAEE.org)).

### **Geographic Information System (GIS) Activities**

The LFUCG shall ensure that all geospatial data created shall be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards shall be obtained from the web site "www.fgdc.gov" under the topics of "standards" and "publications".

### **Animal Feeding Operation (AFO) Activities**

The LFUCG shall ensure that any AFO receiving financial assistance from 319(h) funds will implement a nutrient management plan. An AFO is defined as any lot or facility where animals have been, are, or will be stabled or confined and fed or maintained for a total of 45 days or more in any 12 month period, and where crops, vegetation forage growth, or post-harvest residues are not sustained over any portion of the lot or facility in the normal growing season.

2.2 A final draft of all materials developed under this agreement must receive Cabinet approval prior to expending funds for reproduction, use or dissemination. Existing materials that are used for outreach, education or technical training under this legal agreement must receive Cabinet approval prior to expending funds for use or dissemination. Cabinet review and approval is required in order to ensure consistency with the (1) Clean Water Act Section 319 goals and objectives, (2) Kentucky Nonpoint Source Management Program, (3) US Environmental Protection Agency approved Project Application and (4) other required project documents (i.e. Quality Assurance Program Plan, BMP Implementation Plan, etc.).

Final draft or existing materials include, but are not limited to, agendas, announcements, fliers, training materials, handbooks, workbooks, manuals, pamphlets, newsletters, news articles, video scripts, etc. For lengthy materials, including manuals, workbooks, video scripts, and



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handbooks, an outline must be approved by the cabinet prior to expending funds on first draft development. To avoid duplication of materials, the LFUCG shall ensure that an exhaustive search for existing materials has been conducted prior to initiating material development, with particular emphasis placed on utilizing materials previously developed with Clean Water Act, Section 319(h) funds. The LFUCG shall ensure that existing materials shall be utilized and/or modified to meet project objectives. Interpretation of data associated with this project is the sole responsibility of the primary investigator.

2.3 The LFUCG shall retain all records relating to the Project for at least three (3) years after notification by the Cabinet, as per Paragraph 1.2 (above), that this grant, Section 319(h) Nonpoint Source Implementation Program Cooperative Agreement (#C9994861-12) for FFY 2012, which this project belongs to, is approved and closed out by the Environmental Protection Agency.

2.4 The LFUCG shall begin design of the Project no later than September 1, 2013, and shall complete the Project no later than September 30, 2016.

2.5 Reporting Requirements Section:

Nonpoint Source Project Progress Reports: The LFUCG shall complete and submit an Attachment A, Section 319(h) Nonpoint Source Project Progress Report, to the Cabinet on a quarterly basis. The Attachment A, Section 319(h) Nonpoint Source Project Progress Report shall be submitted with all invoicing events. The final Attachment A, Section 319(h) Nonpoint Source Project Progress Report is due on or before the project end date. This Attachment A, Section 319(h) Nonpoint Source Project Progress Report, shall be incorporated into this Agreement by reference. If the project includes environmental monitoring, the LFUCG shall submit a quality assurance project report as outlined in the QAPP section of this Agreement. The quality assurance report shall be submitted at an agreed upon time with the Cabinet, no later than the mid-point of project monitoring activities. A final quality assurance report shall be submitted at the end of project monitoring.

Annual Report and Presentation: For the duration of the project and upon request from the Cabinet, the LFUCG shall submit a written project report including load reduction calculations for all best management practices (BMPs) installed to the cabinet annually. This report shall describe the project activities as specified on the most current version of the KENTUCKY 319(h) PROJECT ANNUAL REPORT FORM.

Final Report: The LFUCG shall submit three copies of the Final Report to the Cabinet on or before the project end date. The LFUCG shall use the Attachment B, Final Report Guidelines, to develop the Final Report. The Attachment B, Final Report Guidelines, shall be incorporated into this Agreement by reference.

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In general, the Final Report provides a comprehensive summary of the activities conducted and products generated during the entire span of the project. The Final Report also describes the status of the project, including successes, lessons learned, and final conclusions. It also provides administrative, fiscal and other information required by EPA including a description of the disposition procedures for equipment (in accordance with the requirements of 40 CFR Part 31.32); a summary of final budget expenditures, including matching funds; a recommendation of how any excess project funds should be reallocated; a list of any special grant conditions that applied to the project and how they were met; and three copies of all products (e.g. videos, pamphlets, brochures, BMP Manuals, etc.) produced from this project.

### **3. CERTIFICATION**

3.1 The LFUCG shall maintain such books and records for a period of three (3) years from the date this grant, Section 319(h) Nonpoint Source Implementation Program Cooperative Agreement #C9994861-12 for FFY 2012, which this project belongs to, is approved and closed out by the Environmental Protection Agency. The Cabinet shall notify the LFUCG in writing when this grant is approved and closed out by the Environmental Protection Agency.

### **4. MUTUALITY OF OBLIGATIONS**

4.1 The obligations imposed upon the parties to this AGREEMENT are for the benefit of the parties and the timely fulfillment of each and every obligation in accordance with this AGREEMENT is necessary. The failure of any party to fulfill any of its obligations under this AGREEMENT shall constitute a breach of this AGREEMENT, and shall entitle the other party to commence appropriate legal or equitable action to enforce its rights under this AGREEMENT, unless the fulfillment of such obligation is waived or modified by the affected party. All waivers shall be in writing, signed by the affected party, and a waiver of one breach shall not constitute a waiver of any other breach.

4.2 In the event of a material breach by either party to this AGREEMENT, the other party may terminate this AGREEMENT, as provided in paragraph 9.1 herein, without further obligation to the other party. The rights of the parties to this AGREEMENT to pursue remedies for breach of any of the provisions hereof shall survive the termination, expiration or cancellation of this AGREEMENT.

4.3 Except as otherwise provided in this AGREEMENT, the parties to this AGREEMENT shall be solely responsible for any costs incurred in fulfilling their obligations under this AGREEMENT.

### **5. METHOD OF PAYMENT**

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5.1 This Agreement shall be funded by an award from EPA to the Cabinet through 319(h) Nonpoint Source Implementation Program Cooperative Agreement #C9994861-12, CFDA 66.460. The LFUCG shall provide a minimum forty percent (40%) non-federal match as required by the Cooperative Agreement. The total project cost should not exceed five hundred thousand dollars (\$ 500,000), with federal funds of three hundred thousand dollars (\$300,000), and minimum non-federal match funds of two hundred thousand dollars (\$200,000).

5.2 Under this cost reimbursement contract, the LFUCG shall invoice the Cabinet for all costs associated with the project on a quarterly basis. The Cabinet shall reimburse the federally funded portion, sixty percent (60%), of the total project cost. The total reimbursement shall not exceed three hundred thousand dollars (\$300,000) in accordance with this Agreement. The LFUCG shall submit quarterly invoices with an Attachment A, Section 319(h) Nonpoint Source Project Progress Report to the Cabinet. LFUCG shall submit the Final Report and project documentation to the Cabinet. Upon approval of the Final Report, the final invoice may be submitted. Such approval shall not be unreasonably withheld. Interpretation of data associated with this project is the sole responsibility of the primary investigator. Further, if the Cabinet does not approve the Final Report, it will notify the LFUCG in writing of specific concerns. The cabinet will allow the LFUCG to make every reasonable attempt to address the concerns and permit final payment to be issued. The LFUCG shall provide an invoice on the appropriate form to fit the type of Master Agreement being prepared (whether internal or otherwise).

## **6. TERM OF AGREEMENT**

6.1 This AGREEMENT shall be effective on September 1, 2013 and shall expire upon September 30, 2016 or upon the final completion of the Project as specified in Sections 1 and 2 of this AGREEMENT, whichever first occurs, unless extended in writing by the parties or terminated earlier in accordance with the terms hereof. It is the intent of both parties to extend this AGREEMENT as necessary and appropriate to complete the project as specified in the Section 319(h) Nonpoint Source Implementation Program Cooperative Agreement (#C9994861-12) for FFY 2012.

## **7. ASSURANCES**

7.1 Where required by law, the parties to this AGREEMENT shall comply with the Executive Branch Code of Ethics (KRS Chapter 11A) and all applicable state and federal statutes relating to nondiscrimination.

7.2 The parties represent and warrant, by the signatures of their duly appointed representatives, that they are legally entitled to enter into this AGREEMENT and will not be violating, directly or indirectly, any conflict of interest statute of the Commonwealth of Kentucky by performance of the obligations imposed on them by this AGREEMENT. The

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parties further represent and warrant that they have no conflict of interest, in any manner or degree, with the performance of the duties imposed by this AGREEMENT to the best of their knowledge. The parties further represent and warrant that no persons having any conflict of interest shall be employed to assist in performing the parties' obligations under this AGREEMENT.

7.3 The parties shall abide by all terms contained in KRS 45.570.

7.4 Payments on this instrument shall not be authorized for services rendered after Government Contract Review Subcommittee disapproval of this instrument, unless the decision of the Committee is overridden by the Secretary of the Finance and Administration Cabinet or the agency head, if the agency has been granted delegation authority.

7.5 Any information technology purchased, produced, submitted or exchanged under this agreement must be capable of processing date data according to EPA's Data Standard for representation of calendar dates (EPA Directive 2100, IRM Policy Manual, Chapter 5, Data Standards).

7.6 Information technology acquired under this agreement should be consistent with the technical Year 2000 requirements as described in the Federal Acquisition Regulation 39.002.

7.7 The parties of this AGREEMENT shall not use Clean Water Act 319(h) dollars or funding used to match 319(h) dollars to meet the requirements set forth in a NPDES or KPDES Permit, including Phase I or Phase II KPDES Stormwater Permits.

7.8 For projects exceeding \$100,000, the recipient shall comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*, and shall complete Attachment C of this AGREEMENT.

7.9 The parties shall abide by all terms of the following:

A. Applicable Office of Management and Budget Circular Nos. A-21, A-87, A-102, A-110, A-122, A-133, and the Common Rule; and applicable provisions of Standard Form 424B, Assurances – Non-construction Programs, which are incorporated into this Agreement by reference.

B. 42 U.S.C. 4370d and 40 CFR Part 33, Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (hereinafter "EPA") Financial Assistance Agreements, if subcontractors are hired to fulfill the terms of this AGREEMENT.

C. In accordance with Section 129 of Public Law 100-590, the Small Business

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Administration Reauthorization and Amendment Act of 1988, the recipient is encouraged to utilize small business located in rural areas to the maximum extent possible. The recipient agrees to comply with P.L. 102-389, the six affirmative steps stated in 40 CFR §30.44(b), §31.36(e), or §35.6580(a) as appropriate.

D. Pursuant to Environmental Protection Agency Order 1000.25, dated January 24, 1990, the recipient agrees to use recycled paper for all reports which are prepared as a part of this Agreement and delivered to EPA. This requirement does not apply to reports which are prepared on forms supplied by EPA. This requirement applies even when the cost of recycled paper is higher than that of virgin paper.

E. The recipient agrees to ensure that all conferences, meeting, convention, or training space funded in whole or in part with Federal funds, complies with The Hotel and Motel Fire Safety Act of 1990.

F. Pursuant to the Lobbying Disclosure Act of 1995, the recipient agrees to refrain from entering into any subagreement or contract under this Agreement with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and shall not, engage in lobbying activities prohibited by the Act as a special condition of the subagreement or contract.

G. By signing this contract, the recipient agrees to certify that all state taxes have been paid in accordance with Senate Bill 258 of the 1994 General Assembly (KRS Chapter 45A.485).

H. All parties to this agreement shall comply with the Executive Branch Code of Ethics (KRS Chapter 11A) and all state statutes relating to nondiscrimination.

I. The Anti-Drug Abuse Act (P.L. 100-690), which requires recipients of federal funds to certify that they have met requirements designed to promote a drug-free workplace.

J. All Federal statutes relating to nondiscrimination. These include, but are not limited to: (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683 and §§1685-1686), which prohibits discrimination on the basis of sex; (3) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (4) the Age Discrimination Act of 1975,

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as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (5) the Drug Abuse Prevention, Treatment and Rehabilitation Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (6) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 92-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (7) §523 and §527 of the Public Health Service Act of 1912 (42 U.S.C. §290 dd-3 and §290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (8) Title VII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (9) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (10) the requirements of any other nondiscrimination statute(s) which apply to this Agreement.

K. The Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763).

L. Titles II and III of the Uniform Relocation Assistance and Real property Acquisition Policies Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs.

M. The Hatch Act (5 U.S.C. §§1501-1508 and §§7324-7328), which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

N. The flood insurance purchases requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.

O. (1) The National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order No. 11514 instituting environmental quality control measures; (2) Executive Order No. 1738 which requires notification to violating facilities; (3) Executive Order No. 11990 protecting wetlands; (4) Executive Order No. 11988 evaluating flood hazards in flood plains; (5) the Coastal Zone Management Act of 1972 (916 U.S.C. §1451 et seq.) assuring project consistency with approved state management programs; (6) Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (7) the Safe Drinking Water Act of 1974, as amended (P.L. 93-523) protecting underground sources of drinking water; (8) the Endangered Species Act of 1973, as amended (P.L. 93-205).

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P. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ et seq.)

Q. Section 106 of the National Historic Preservation Act of 1966, as amended (916 U.S.C. §470); Executive Order No. 11593, which relates to the identification and protection of historic properties; and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469(a)(1) et seq.).

R. P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities.

S. The Laboratory Animal Welfare Act of 1966, as amended (P.L. 89-544, 7 U.S.C. §1231 et seq.) pertaining to the care, handling and treatment of animals.

T. The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.

## **8. CHOICE OF LAW AND FORUM**

8.1 All questions as to the execution, validity, interpretation, construction, and performance of this AGREEMENT or any of its terms shall be governed by the laws of the Commonwealth of Kentucky.

8.2 Any suit, action or other proceeding regarding the execution, validity, interpretation, construction, or performance of this AGREEMENT shall be filed in the Franklin Circuit Court of the Commonwealth of Kentucky.

## **9. DISADVANTAGED BUSINESS ENTERPRISES**

9.1 If the EPA is providing funding for this AGREEMENT and LFUCG will retain the services of one or more subcontractors to provide material or services, the LFUCG agrees to comply with the EPA's Program for Participation by Disadvantaged Business Enterprises in Procurement Under EPA Financial Assistance Agreements contained in 40 CFR, Part 33.

**9.2 The LFUCG agrees to use its best efforts to utilize disadvantaged business enterprises in hiring any subcontractors to fulfill the terms of this AGREEMENT.**

## **10. MISCELLANEOUS PROVISIONS**

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10.1 The headings set forth in this AGREEMENT are for convenience of reference only, and the words contained therein shall in no way be intended to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this AGREEMENT.

10.2 The terms and conditions of this AGREEMENT shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns. This provision shall not be construed to permit assignment by any party of any of its rights or duties under this AGREEMENT, which assignment shall be prohibited except with the prior written consent of all parties hereto. Such consent shall not be unreasonably withheld.

10.3 This AGREEMENT sets forth the entire understanding of the parties with respect to the subject matter hereof, supersedes all existing agreements among them concerning the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.

10.4 Time is of the essence in the performance of each of the terms and conditions of this AGREEMENT.

10.5 All notices, requests, demands, waivers, and other communications given as provided in this AGREEMENT shall be in writing, sent by First Class Mail, deemed effective upon mailing, and addressed as follows:

If to the Cabinet:

Energy and Environment Cabinet  
Kentucky Division of Water  
Attn: [Grant Administrator]  
200 Fair Oaks Lane, 4th Floor  
Frankfort, Kentucky 40601

If to the LFUCG:

Lexington-Fayette Urban County Government  
Susan Plueger  
125 Lisle Industrial Avenue

Lexington, Kentucky 40511

10.6 Either party to this AGREEMENT may change the address at which it is to receive notices, requests, demands, waivers, and other communications, on the condition that party first provides written notice of that change of address to the other party.

10.7 Nothing in this AGREEMENT shall be interpreted as guaranteeing the rights of any person or governmental agency other than the parties to this AGREEMENT.



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10.8 If a provision of this AGREEMENT or the application thereof to any person or circumstance shall be declared to be invalid or unenforceable to any extent, the remainder of this AGREEMENT and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the fullest extent permitted by law.

10.9 This AGREEMENT may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument.

10.10 Except to the extent otherwise expressly specified in this AGREEMENT, all remedies specified herein are in addition to, and not in lieu of, other remedies available to the parties both at law and in equity.

10.11 The Cabinet and the Finance and Administration Cabinet may audit or review all documentation and records pertaining to the Project pursuant to the provisions of KRS 45A.150, and may make other inspections pursuant to the provisions of KRS 45A.150.

## **11. TERMS AND CONDITIONS**

11.1 Cancellation clause: Either party may cancel the contract at any time for cause or may cancel without cause on 30 days' written notice.

11.2 Funding Out Provision: The state agency may terminate this contract if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the contract. The state agency shall provide the contractor thirty (30) calendar days written notice of termination of the contract.

11.3 Reduction in Contract Worker Hours: The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the contract will be reduced by the amount specified in that document.

11.4 Access to Records: The state agency certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review.

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Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the contract and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884.

11.5 Effective Date: All Memorandum of Agreements are not effective until the secretary of the Finance and Administration Cabinet or his authorized designee has approved the contract and until the contract has been submitted to the government contract review committee. However, Memoranda of Agreements \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes only as provided under KRS 45A.700.

KRS 45A.695(7) Payments on personal service contracts and memoranda of agreements shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the secretary of the Finance and Administration cabinet or agency head, if the agency has been granted delegation authority by the secretary.

11.6 Violation of tax and employment laws: KRS 45A.485 requires the contractor to reveal to the Commonwealth, prior to the award of a contract, any final determination of a violation by the contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to the state sales and use tax, corporate and utility tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively.

To comply with the provisions of KRS 45A.485, the contractor shall report any such final determination(s) of violation(s) to the Commonwealth by providing the following information regarding the final determination(s): the KRS violated, the date of the final determination, and the state agency which issued the final determination.

KRS 45A.485 also provides that, for the duration of any contract, the contractor shall be in continuous compliance with the provisions of those statutes which apply to the contractor's operations, and that the contractor's failure to reveal a final determination as described above or failure to comply with the above statutes for the duration of the contract, shall be grounds for the Commonwealth's cancellation of the contract and the contractor's disqualification from eligibility for future state contracts for a period of two (2) years.

Contractor must check one:

The contractor has not violated any of the provisions of the above statutes within the previous five (5) year period.

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\_\_\_\_\_ The contractor has violated the provisions of one or more of the above statutes within the previous five (5) year period and has revealed such final determination(s) of violation(s). A list of such determination(s) is attached

11.7 Approvals: This contract is subject to the terms and conditions as stated. By affixing signatures below, the parties agree that electronic approvals may serve as electronic signatures. In addition, the parties verify that they are authorized to bind this agreement between parties and that they accept the terms of the agreement.

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IN WITNESS WHEREOF, the Cabinet and the LFUCG have executed this AGREEMENT as of the date first above written.

**AGREED TO BY:**

LFUCG

\_\_\_\_\_  
 Date: \_\_\_\_\_  
 Authorized Signature  
 LFUCG

**ENERGY AND ENVIRONMENTAL CABINET**

\_\_\_\_\_  
 Date: \_\_\_\_\_  
 Leonard K. Peters, Secretary  
 Energy and Environment Cabinet

**APPROVED AS TO FORM AND LEGALITY**

LFUCG

\_\_\_\_\_  
 Date: \_\_\_\_\_  
 Authorized Signature  
 LFUCG

**ENERGY AND ENVIRONMENT CABINET**

\_\_\_\_\_  
 Date: \_\_\_\_\_  
 General Counsel  
 Office of Legal Services, EEC

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**APPROVAL RECOMMENDED BY:**

**ENERGY AND ENVIRONMENT CABINET**

\_\_\_\_\_ Date: \_\_\_\_\_  
Sandra Gruzesky, Director  
Division of Water, EEC

**ENERGY AND ENVIRONMENT CABINET**

\_\_\_\_\_ Date: \_\_\_\_\_  
R. Bruce Scott, Commissioner  
Department for Environmental Protection, EEC

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**ATTACHMENT A  
Project # 12-05**

**Section 319(h) Nonpoint Source Project Progress Report**

**Reporting Period:** --/--/-- to --/--/--/      **Grant No:** C9994861-12      **State:** Kentucky

**Project Name:** Wolf Run Watershed Based Plan Implementation

**Contractor:** LFUCG

**Budget Period Start Date:** 9/1/13      **End Date:** 9/30/16      **Federal amount:** \$300,000  
**Total Project Cost:** \$500,000

**Expended this Period:** \$ \_\_\_\_\_ **Total Expenditures to Date:** \$ \_\_\_\_\_

**Waterbody/Watershed Identification:** Kentucky River Basin

**NPS Category:** Watershed Based Plan Implementation

**Purpose Statement:** The mission of the LFUCG includes successful implementation of two of the High Priority BMPs identified in the Wolf Run Watershed Based Plan. Goals include improvement of warm water aquatic habitat and reduction of non-point source pollution entering Gardenside Tributary, Cardinal Run, Vaughn's Branch, and Wolf Run through Retrofit of the Cross Keys Park Retention Basin (BMP No. 106 in the Wolf Run Watershed Based Plan) and Stream Enhancement and Constructed Wetlands in Picadome Park (BMP No. 113 in the Wolf Run Watershed Based Plan);

**LFUCG's Milestones**

Milestone	Expected Begin Date	Expected End Date	Actual Begin Date	Actual End Date
1. Submit all draft materials to the Cabinet for review and approval.		Duration		
2. Submit advanced written notice on all workshops, demonstrations, and/or field days to the Cabinet.		Duration		
3. Develop and submit BMP Implementation Plan to KDOW for approval.	Sep 2013	Dec 2013		
4. Obtain Consulting Engineer through LFUCG Procurement Process for Engineering Services.	Feb 2014	Apr 2014		
5. Perform geotechnical, geomorphological, and hydraulic assessments.	May 2014	July 2014		

6. Submit assessment reports to KDOW NPS staff for review and comment. July 2014 July 2014
7. Perform design survey. May 2014 July 2014
8. Meet with permitting agencies on stream permitting requirements. June 2014 June 2014
9. Hold design charrette with stakeholders and public. July 2014 July 2014
10. Prepare preliminary design plans, specifications, and construction quantities and cost estimate. Aug 2014 Sep 2014
11. Submit preliminary design plans for review to KDOW NPS staff, LFUCG staff, utilities, and Wolf Run Watershed Council Implementation Team. Sep 2014 Nov 2014
12. Hold public meeting for Cross Keys residents for public input. Oct 2014 Nov 2014
13. Prepare design plans for permit submittals. Dec 2014 Feb 2015
14. Submit for required permits. Mar 2015 Jul 2015
15. Prepare final design plans, specifications, quantity take-offs, and construction cost estimate. June 2015 Sep 2015
16. Design Educational Signage. Aug 2015 Sep 2015
17. Submit Educational Signage to KDOW NPS staff for review and approval. Sep 2015 Oct 2015
18. Obtain Construction Contractor through LFUCG Bid Procurement Process for Construction Contracts. Oct 2015 Dec 2015
19. Construct Improvements. Jan 2016 Sep 2016
20. Install Educational Signage. Aug 2016 Aug 2016
21. Prepare and submit annual reports to Kentucky Division of Water as requested Nov 2013 Sep 2016
22. Prepare and submit final report to Kentucky Division of Water Sep 2016 Sep 2016

### Status of LFUCG's Milestones

Provide a brief sentence or two explaining the progress of each milestone. Add onto the information each quarter and **bold** the new information so it is obvious what work has been completed.

1.)

2.)

3.)

4.)

DRAFT

**PREPARED by:**

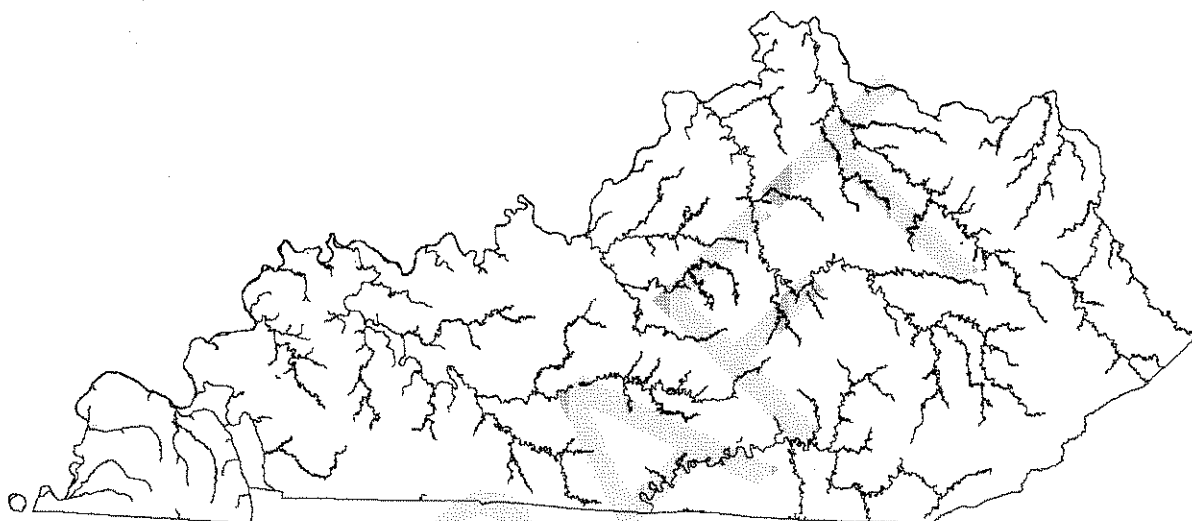
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Name, Title

\_\_\_\_\_  
Date



ATTACHMENT B

# Project Final Report Guidelines for Clean Water Act §319(h)-Funded Projects



DRAFT



Kentucky Energy and Environment Cabinet  
Department for Environmental Protection  
Division of Water  
Watershed Management Branch  
Nonpoint Source Section

June 28, 2004

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## **Purpose & Value Of The Project Final Report**

As the recipient of a §319(h) grant from the U.S. Environmental Protection Agency (USEPA), through the Kentucky Division of Water (KDOW), your last commitment is to submit a *Project Final Report*. The purpose of this document is to provide accountability for dollars spent and to offer an analysis of activities undertaken. The *Project Final Report* allows for the sharing of technical, informational and educational materials among nonpoint source programs nationwide. Information you provide in the *Project Final Report* will be public record that may be used by federal and state agencies, as well as other potential grant recipients. It is also valuable information that may be presented to state and federal legislative bodies to justify future grant allocations for nonpoint source activities.

The purpose of this guidance document is to give you a road map for preparing your report. This guidance is necessarily broad, and you may find some items are not applicable to your project (e.g., an educational project may not require an analysis of water quality data).

In general, a *Project Final Report* should provide:

- **Information on the activities performed and tangible products completed during the life of the project.**
- **A complete interpretation of the data collected (if applicable).**
- **A detailed discussion of the measures of success and lessons learned from the project.**
- **A description of all BMPs implemented (if applicable).**
- **A description of all education activities undertaken.**
- **A detailed description and accounting of all project expenditures.**

## Submittal Requirements

Submittal of a *Project Final Report* is a **grant requirement**. **Final invoices for project expenditures will not be processed until the *Project Final Report* has received approval by KDOW.** It is important, therefore, to begin work on the report well before the end of the project. Submittal requirements include the following:

- Three (3) print copies (double-sided, copied on recycled paper), and one (1) electronic copy must be submitted. The electronic copy must be saved as a Microsoft Word version 2000 (or earlier) file.
- Three (3) copies of each tangible product associated with your project (e.g., videos [one copy being the master copy], brochures, pamphlets, workshop agendas, etc.) must also be submitted with each print copy of the *Project Final Report*.

Since your report will be shared with others, you will want to prepare a quality product. We strongly encourage you pull together a 2-3 person “peer review” or “editorial” committee. Peer review involves having people with expertise in the area of your project to review for content and clarity of message. Editorial review involves having your report checked for grammatical, style, and spelling errors.

**Please be advised that if the *Project Final Report* contains too many editorial errors, or if the narrative and findings are confusing and hard to understand, it will be returned to you for revision – which, in turn, may delay processing of your final invoices.**

Submit all copies of the *Project Final Report* and tangible products to:

***Attention: Nonpoint Source Pollution Control Program***

***Kentucky Division of Water***

***Department for Environmental Protection***

***200 Fair Oaks Lane, 4<sup>th</sup> Floor***

***Frankfort, Kentucky 40601***

## Required Contents Of The Project Final Report

The **Project Final Report** must include, at a minimum, the following items, which are explained in detail.

- Title Page
- Acknowledgments
- Table of Contents
- Executive Summary
- Introduction & Background
- Materials & Methods
- Results & Discussion
- Conclusions
- Literature Cited
- Appendices

### A. Title Page

The title page must include:

- the grant number (example #C9994861-10)
- the application title;
- the application number (contact your NPS Grant Administrator for this number);
- the Memorandum of Agreement Number, Personal Service Contract Number or Grant Agreement Number (example PON2 11xxxxx);
- the project period (including extensions) from start to finish;
- submitted by: "author" of document and
- one of the following statements (which must appear on the back side of the title page):

The Energy and Environment Cabinet (EEC) and *(insert name of your organization here)* do not discriminate on the basis of race, color, national origin, sex, age, religion, or disability. The EEC and *(insert name of your organization here)* will provide, on request, reasonable accommodations

including auxiliary aids and services necessary to afford an individual with a disability an equal opportunity to participate in all services, programs and activities. To request materials in an alternative format, contact the Kentucky Division of Water, 14 Reilly Road, Frankfort, KY 40601 or call (502) 564-3410, or contact (*insert name of your organization here*). ***Kentucky state agencies only, please include this statement:*** Hearing and speech-impaired persons can use the Kentucky Relay Service, a toll-free telecommunications device for the deaf (TDD). For voice to TDD, call 800-648-6057. For TDD to voice, call 800-648-6056.

Funding for this project was provided in part by a grant from the U.S. Environmental Protection Agency (USEPA) through the Kentucky Division of Water, Nonpoint Source Section, to (*insert name of your organization here*) as authorized by the Clean Water Act Amendments of 1987, §319(h) Nonpoint Source Implementation Grant #(*insert your grant number here*). Mention of trade names or commercial products, if any, does not constitute endorsement. This document was printed on recycled paper.”

*Projects funded through the Kentucky Division of Conservation replace the funding paragraph above with this closing statement:*

Funding for this project was provided in part by a grant from the U.S. Environmental Protection Agency through the Kentucky Division of Water, Nonpoint Source Section and the Kentucky Division of Conservation to (*insert name of your organization here*) as authorized by the Clean Water Act Amendments of 1987, Section 319(h) Nonpoint Source Implementation Grant #(*insert your grant number here*). Mention of trade names or commercial products, if any does not constitute endorsement.

## **B. Acknowledgments**

This section should be used to acknowledge the assistance of any agencies, organizations or persons with any facet of your project. Examples include those persons that provided field or workshop assistance, laboratory assistance, landowners that hosted field demonstrations, your peer review and editing group or others who may have helped in the preparation and editing of your report.

## **C. Table of Contents**

Your report should contain a Table of Contents page, outlining all of the items to be addressed in your document (including lists of figures, tables, appendices, etc.). See the Contents page of this guidance for an example or a recently published book or manual may be used to provide a format for the structure of these preliminary pages.

## **D. Executive Summary**

The Executive Summary provides a clear, concise description of the project's goals, objectives, background (justification for your project), methodologies, results and conclusions.

- Try to keep the Executive Summary to 250–500 words.
- The Executive Summary should contain enough information to allow the reader a broad understanding of your project – what you accomplished, what you learned, your results and your conclusions.
- Write your Executive Summary with the following in mind: USEPA frequently publishes project summaries generated from §319(h) (and other) grants on the Internet, especially those projects which have environmental monitoring as a measure of success. This means that your project may be available to persons worldwide. Keep your wording brief, simple and to the point.

#### **E. Introduction & Background**

This section of the *Project Final Report* should give background on why you chose this particular project. The Introduction and Background section should also be used to briefly discuss any pertinent literature on similar work. Citations are required to direct the reader to where more information could be obtained. The format for citing other works is described later in this document. The majority of this information should be available in the Project Application. In summary, this section should:

- Begin with the purpose, objective and goals of your project; and
- Provide a short discussion of other pertinent work that has been completed on the subject.

#### **F. Materials & Methods**

This section is used to present the “where” and “how” of your project, and should include enough information and be written in such a way that a reader could repeat your project. This section should also be used to acquaint the reader with the geographic project area. This section should include, **where applicable**, the following information:

1. **A description of the project area.** This description should include, but not be limited to, geographic location (include map and narrative), watershed size, stream size, monitoring station and BMP locations (include map), hydrology, landscape, history of land use, etc.

2. **A description of all methods used to obtain the results for your project.** If the methods used were new and established specifically for your project, they need to be described in detail. If previously established methods were used, you must cite the document containing the methodology.
3. **A description of any specialized materials that were used in the collection of data for the project.** Include specifics about the type and caliber of the equipment or materials used, especially if the quality may have had an effect upon the results of data collected.

*[Note: If your project includes more than one component (i.e., best management practices (BMPs), environmental monitoring, education), include a discussion of the above for each component. It may be helpful to organize discussions within their own sub-section of the Materials and Methods.]*

## **G. Results & Discussion**

This section presents your findings and their relevance to your project. Data may be presented in any combination of tables, figures or text (see box on the next page). Depending upon the type of project you have undertaken, this section of your *Project Final Report* will include the following:

1. A clear, complete and concise presentation of all findings.
2. Results of all analyses (statistical or otherwise) performed on your data, including the significance level of the tests (if applicable).
3. A discussion of the relevance of the findings, including citations of pertinent literature supporting or contrasting your results.

*\*For projects involving environmental monitoring,* include a presentation and discussion of all Quality Assurance Project Plan (QAPP) checks performed on your data as described in your approved QAPP plan.

*\*For projects involving the use of Best Management Practices (BMPs),* include a discussion on the type, efficiency, location and number of BMPs installed.

*\*For projects involving training or educational materials,* include a discussion of the intended audience and how audience knowledge was



measured (e.g., pre- and post-exposure to the training/educational material). If the project was targeted at schools, include the Kentucky Education Reform Act goals that were addressed and how the project may be incorporated into the State Program of Studies.

*[Note: If your project includes more than one component (i.e., BMPs, environmental monitoring or education), include a discussion of the above for each component. It may be helpful to organize discussions within their own sub-section of the Results and Discussion.]*

### ***Standards for Maps, Tables & Figures***

1. All maps, tables and figures must be legible, and clearly labeled and referenced in the text of the document. Maps should be labeled as *Figures*.
2. Tables and figures should be placed either on the page immediately following their first mention in the text, or in separate appendices.
3. If tables and figures are to be placed within the text of the final report, they may either appear on their own page, separated from the regular text of the document, or on the same page as text and separated by at least two (2) blank lines above and below. If the former is followed, more than one map, table or figure may appear on the same page.
4. Tables and figures must stand on their own merit (i.e., the tables, figures and their titles must provide enough information for an interpretation without referring to the text of the document).
5. You may follow any international, national, or statewide published professional journal (examples are provided later in this document) for the format of tables and figures. However, you must be consistent throughout the document.
6. Finally, a complete listing of Tables and Figures should appear in the Table of Contents as Lists of Tables and Figures, respectively.

## H. Conclusions

This section should be used to state any conclusions, recommendations and lessons learned from your project. Literature citations should be used to support your conclusions as applicable. Watershed projects should tie all types of data (land use, BMP, water quality, etc.) together for comprehensive conclusions.

The *Conclusions* section should also be used to report on your project's **Measures of Success** (see Section 21 of the Project Application), one of the most important aspects of a *Project Final Report*. This is required for all Section 319(h)-funded initiatives. Congress, EPA and the Commonwealth of Kentucky are insistent on reasonable, meaningful and appropriate ways to measure project success. Each objective listed in Section 16 of your Project Application should have at least one quantifiable item or tangible product to measure the success of the activity or product designed to accomplish to objective.

Finally, use this section to note anything that you would do differently, to recommend any follow-up studies needed, or to note any lessons learned. Remember, people are learning from your experience – this is an opportunity for you to guide future projects of a similar nature.

## I. Literature Cited

The *Literature Cited* section provides the reader more information on the subject of your project, and on the reference sources used to develop your final report. Any source from which information is “borrowed” or excerpted should be listed in the literature cited section.

For referencing literature within the text of your report, there are two primary styles:

- a. **Name & Year System** -- the last name of the author(s) and the year of publication are given.

*Example: “...runoff is known to be significantly correlated with discharge (Smith 1989).”*

*Example: “...Smith (1989) found that runoff and discharge are significantly correlated.”*

- b. **Alphabet-Number system** -- an alphabetical list of references is constructed and each reference is assigned a number, which appears in the text of the document.

*Example: "...runoff is known to be significantly correlated with discharge (2)."*

*Example: "...Smith (2) found that runoff and discharge are significantly correlated."*

You may follow any international, national or statewide-published journal for the proper citation of literature sources. **However, you must be consistent throughout the document.**

The following journals are merely suggestions that may be referred to as examples for literature citations, tables and figures, and the general formatting of your *Project Final Report*:

- *Educational Leadership* (ISSN 0013-1784), issued monthly (Sep. – May) by the Association for Supervision and Curriculum Development, 1703 N. Beauregard Street, Alexandria, Virginia 22314.
- *Environmental Toxicology and Chemistry* (ISSN 0730-7268), published monthly by the Society for Environmental Toxicology and Chemistry, Rice University, Department of Environmental Science and Engineering, 6100 Main, MS 316, Houston, Texas 77005-1892.
- *Journal of the American Water Resources Association* (ISSN 1093-474X), published bimonthly by the American Water Resources Association, 4 West Federal Street, PO Box 1626, Middleburg, Virginia 20118-1626.
- *Journal of the Kentucky Academy of Science* (ISSN 1098-7096), published twice a year by the Kentucky Academy of Science, Science Outreach Center, University Drive, University of Kentucky, Lexington, Kentucky 40536-0078.
- *Journal of the North American Benthological Society* (ISSN 0887-3593), published quarterly by the North American Benthological Society, 1041 New Hampshire Street, Lawrence, KS 66044.
- *Journal of Soil and Water Conservation* (ISSN 0022-4561), published quarterly by the Soil and Water Conservation Society, 7515 Northeast Ankeny Road, Ankeny, Iowa 50021-9799.
- *Phi Delta Kappan* (ISSN 0031-7217), issued monthly (Sep. – June) by Phi Delta Kappa, Inc., P.O. Box 789, Bloomington, Indiana 47402-0018.
- *Transactions of the American Fisheries Society* (ISSN 0002-8487), issued bimonthly by the American Fisheries Society, 5410 Grosvenor Lane, Suite 110, Bethesda, Maryland 20814-2199.

## J. Appendices

*Appendices* are used to present information that was supplemental to your project.

- **Appendix A. Financial and Administrative Closeout (REQUIRED FOR ALL PROJECTS)**

This Appendix must include the following information:

1. List all outputs that were committed to for this project and indicate when they were finalized/produced. This part should be titled "Application Outputs".
  - \* For most projects, outputs are listed in the Project Application and/or the legal contract Milestone Section. At a minimum, list the milestones from these two sections under this part. Do not list duplicate milestones, i.e., if the same milestone is listed in both the Project Application and the legal contract or if a milestone in the Project Application is similar to one in the legal contract, only list it once in this part.
2. List and discuss all fiscal aspects for the project. This part should be titled "Budget Summary". You should use the Detailed Budget from the Project Application, not the Budget Summary, when developing this part.
  - \* First, list your original detailed budget as it appears in your application.
  - \* Secondly, list all DOW approved revised budgets, if any, using the same format. Below each revised budget table, explain why the revision was needed and that the DOW approved the revision.
  - \* Lastly, add an additional column to the last budget revision table or to the original budget table (if no budget revisions apply) and label this new column "Final Expenditures". When filling out this column, list what was truly spent for each line item. Use total (federal + nonfederal match) dollars only for this column.
  - \* If the project did not spend all of the monies originally budgeted and had additional funds left over, add the following statement below the

budget table: “*(insert name of your organization here)* was reimbursed \$*(insert dollar amount that your organization will be reimbursed by DOW after all billings, including the final invoice, have been paid)*. A total of \$*(insert the difference between the original 319(h) budget amount and the dollar amount that KDOW will be reimbursing your organization)* federal funds remain unspent.” Also, give an explanation of why the excess project funds were not spent.

- \* If the project spent the exact amount of monies originally budgeted, add the following statement below the budget table: “*(insert name of your organization here)* was reimbursed \$*(insert dollar amount that your organization will be reimbursed by DOW after all billings, including the final invoice, have been paid)*. All dollars were spent; there were no excess project funds to reallocate.”
  - \* If the project spent more dollars than was originally budgeted, add the following statement below the budget table: “*(insert name of your organization here)* was reimbursed \$*(insert dollar amount that your organization will be reimbursed by DOW after all billings, including the final invoice, have been paid)*. All dollars were spent; there were no excess project funds to reallocate. This project did generate overmatch provided by *(insert name of your organization here)*. This overmatch was not posted to the Grant.”
3. List and discuss all equipment **purchased** for this project. This part should be titled “Equipment Summary”.
- \* Itemize all equipment that was purchased for this project including cost. If no equipment was purchased for this project, add a statement saying such.
  - \* Indicate any listed equipment that has a **current** per-unit fair market value exceeding \$5,000 and describe the disposition procedures for this equipment in accordance with the requirements of 40 CFR Part

- 31.32. If no equipment has a current per-unit fair market value exceeding \$5,000, add a statement saying such.
4. List any special grant conditions that were placed on your project by USEPA and explain how they were met. This part should be titled “Special Grant Conditions”.
- \* Call your NPS Grant Administrator for this information. If there were no conditions placed on your project by USEPA, add a statement to that effect.

- **Appendix B. QAPP for Environmental Monitoring**

**If applicable**, include as Appendix B the KDOW-approved Quality Assurance Project Plan for your project.

- **Appendix C. BMP Implementation Plan**

**If applicable**, include as Appendix C the KDOW-approved BMP Implementation Plan for your project.

**Additional appendices** may include the “raw” data collected during your project [note: each type of data – educational, fish, BMPs, macroinvertebrates, physicochemical – should be presented as a separate appendix] or for long tables, field day announcements, press releases, brochures, news articles or workshop agendas.

## Final Word & Assistance

Your *Project Final Report* should be comprehensive, well written, and properly formatted. Your main resource is your NPS Grant Administrator, who should be consulted for any questions on content and general format. In addition, there are other resources available at your local library or via the Internet.

The following publications are excellent resources for proper formatting and writing styles for a technical report:

- **How to write and publish a scientific paper**, 4th ed. Oryx Press, Phoenix, 1994, by Robert A. Day.
- **Scientific style and format: the CBE manual for authors, editors, and publishers**, 6<sup>th</sup> ed. Cambridge University Press, 1994.
- **The Chicago manual of style**, 14<sup>th</sup> ed. University of Chicago Press, 1993.
- **Technical report writing today**, 6<sup>th</sup> ed. Houghton Mifflin Company, Boston, 1996, by Daniel G. Riordan and Steven E. Pauley.

Finally, the NPS Grant Administrator for your project can provide copies of previously approved *Project Final Reports* to use as guides for completion of your *Project Final Report*.

***If you need assistance preparing your Project Final Report,  
please contact your NPS Grant Administrator at  
(502) 564-3410.***

ATTACHMENT C

**CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants,  
Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Typed Name & Title of Authorized Representative

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Signature of Authorized Representative

Date

\_\_\_\_\_ I am unable to certify to the above statements. My explanation is attached.



# DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB  
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing b. material change  For material Change Only: Year _____ Quarter _____ Date of last report _____
<b>4. Name &amp; Address of Reporting Entity:</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee  Tier _____, if known.  Congressional District, if known: _____	<b>5. If Reporting Entity in No. 4 is Subawardee, enter Name and Address of Prime:</b>    Congressional District, if known: _____	
<b>6. Federal Department/Agency:</b> _____	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>8. Federal Action Number, if known:</b> _____	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. (a) Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</b> _____	<b>10. (b) Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b> _____	
<b>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only:</b>		

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 3152. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1<sup>st</sup> tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department Transportation, US Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.