

## MEMORANDUM OF AGREEMENT

**THIS MEMORANDUM OF AGREEMENT** (hereinafter "MOA") is made and entered into as of the 22 day of January, 2026, by and between the **LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT**, an urban county government of the Commonwealth of Kentucky pursuant to Chapter 67A of the Kentucky Revised Statutes, 200 East Main Street, Lexington, Kentucky 40507 (hereinafter "LFUCG") and **Watershed Watch in Kentucky, Inc. DBA Kentucky Watershed Watch**, a Kentucky non-profit organization, with a mailing address of P.O. Box 910174, Lexington, Kentucky, 40591 (hereinafter "KWW").

### WITNESSETH:

**WHEREAS**, LFUCG has developed the LFUCG Municipal Separate Storm Sewer System Water Quality Monitoring Program Quality Assurance Plan (QAP) toward the stated goal of fulfilling MS4 permit requirements, and to expand upon LFUCG's previous efforts; and

**WHEREAS**, LFUCG's Quality Assurance Plan (QAP) requires data of sufficient quality and resolution to facilitate the identification and remediation of sources of recreational and aquatic habitat impairments to streams within the Urban Services Boundary; and

**WHEREAS**, LFUCG wishes to engage KWW for services related to the implementation of the Monitoring Program QAP relating to the collection of water chemistry data at stream sites; and

**WHEREAS**, KWW wishes to provide those services necessary to generate data and conduct monitoring related to the implementation of the Monitoring Program QAP,

**NOW, THEREFORE**, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

#### **A. OBJECTIVES**

The following objective is stated in the Monitoring Program QAP, and all services performed by KWW pursuant to this MOA shall be in furtherance of and shall promote the objective:

- (1) Perform sampling and *in situ* measurements and recordkeeping of water chemistry results at stream sites.

## **B. DESCRIPTION OF WORK**

KWW will be responsible for fulfilling the need for volunteer participation in carrying out this monitoring program and will engage sufficient numbers of KWW-qualified volunteers or potential samplers to complete the monitoring within sampling periods specified by the Monitoring Program QAP.

All equipment and supplies necessary to complete the training and monitoring will be provided by and maintained by LFUCG. This equipment includes Hanna multiparameter meters for dissolved oxygen (DO), pH, water temperature (TEMP), and specific conductance (COND); Hanna Checker units for chlorine (CHL); tape measures for water depth measurement; sample containers and coolers; and supplies such as ice and reagents.

All work conducted pursuant to this MOA shall be performed in accordance with the detailed description of the work contained in Exhibit A – Description of Work, which is attached hereto and incorporated herein.

## **C. TASKS PERFORMED**

KWW specifically agrees to satisfactorily complete the following tasks, in furtherance of the Monitoring Program QAP, pursuant to this MOA:

1. Identify a Primary Contact for KWW to be responsible for the coordination activities outlined in this agreement and notify LFUCG, in writing, as to the identity of the Primary Contact, including the Primary Contact's contact information.
2. Coordinate and enlist volunteers to attend KWW and LFUCG training workshops.
3. Submit volunteer training records to LFUCG.
4. Participating volunteers shall sign a Volunteer Monitoring Participant Agreement and Volunteer Activity Waiver and Assumption of Risk form. The form will be provided by LFUCG. KWW shall provide original signed forms to LFUCG prior to initiation of field activities.
5. Coordinate participation of certified volunteers in the quarterly sampling of the fifty-one sites for calendar year 2026. Provide LFUCG no less than 48 hours of notice when staff will need to substitute for volunteers when volunteer numbers are projected to be too low to complete the sampling event.

6. Complete and submit all Chain-of-Custody documents and field measurements to LFUCG immediately after the completion of each sampling event.

KWW shall perform and ensure that all duties and services included in the Description of Work (Section B and Exhibit A) and the Tasks Performed (Section C) sections are performed faithfully and satisfactorily at the time, place, and for the duration prescribed herein.

#### **D. PAYMENT**

In consideration for the performance of the work described in Section B and Exhibit A of this MOA and upon the satisfactory completion of the tasks identified in Section C of this MOA, LFUCG shall pay KWW the lump sum amount of Five Thousand Dollars (\$5,000.00), as follows:

1. Upon completion of each quarterly sampling event, as set forth in Section C hereinabove, and KWW's continuing satisfactory performance of Tasks 1 through 4 and Task 6, as set forth in Section C hereinabove, LFUCG shall pay KWW twenty-five percent (25%) of the total agreed-upon lump sum amount (\$1,250.00).

#### **E. TERM OF AGREEMENT**

This MOA shall remain in effect until KWW has fully complied with the tasks set forth in Section C hereinabove. LFUCG may cancel this agreement at any time upon thirty (30) days written notice to the registered agent of KWW.

#### **F. MISCELLANEOUS PROVISIONS**

1. KWW shall familiarize itself with and shall at all times comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect the services of this agreement.
2. Nothing herein shall create an employment relationship, partnership, or joint venture between the parties or between LFUCG and any volunteers provided by KWW. In performing the services hereunder, KWW, its employees, agents, officers, contractors, representatives, and any volunteers provided by KWW shall not be deemed or construed to be employees or agents of LFUCG in any manner whatsoever.
3. KWW agrees to indemnify, defend, and hold harmless LFUCG for all claims and liabilities of whatever nature directly or indirectly arising out of, caused by, or attributable to the performance of this MOA by KWW, its employees, agents, representatives, and volunteers.

4. The parties hereto agree that causes of action between the parties shall be governed by applicable provisions of the Kentucky Revised Statutes, and that venue of any legal action shall be a court of appropriate jurisdiction in Fayette County, Kentucky. The parties further agree that Kentucky law shall apply with respect to the interpretation of any provision of this agreement.
5. This MOA shall not create a contractual relationship with or right of action in favor of any third party against either LFUCG or KWW.
6. If any term or provision of this MOA shall be found illegal or unenforceable by a court of competent jurisdiction, such term or provision shall be deemed stricken and this MOA shall remain in full force.
7. This MOA shall constitute the entire agreement between the parties and no representations, inducements, promises, or agreements, oral or otherwise, which are not embodied herein shall be effective for any purpose. This MOA shall replace any previous agreement between the parties on the same subject matter. This MOA may only be modified by a writing signed by both parties and with the approval of the Lexington-Fayette Urban County Council.
8. The failure of either party to enforce any right reserved to it in this MOA shall not be a waiver of any such right to which the party is entitled, and a waiver by either party of any breach of any provision of this MOA shall not constitute a continuing waiver or waiver of any subsequent breach by either party of either the same or another provision of this MOA.

5

## **EXHIBIT A – DESCRIPTION OF WORK**

### **Water Quality Monitoring Program**

Kentucky River Watershed Watch (KWW) volunteers will perform tasks in support of and in compliance with the directives of the LFUCG Municipal Separate Storm Sewer System Water Quality Monitoring Program Quality Assurance Plan (QAP).

In preparation for monitoring, KWW volunteers will need to attend an LFUCG training session on project-specific field equipment and paperwork. This training will be held at the Town Branch Wastewater Treatment Plant (WWTP) Laboratory and will cover project specifics, equipment operation, and performance of a proficiency test. Upon completion of the training, successful participants will be issued a certification.

Water Quality Monitoring will be performed by trained volunteers at fifty-one (51) in-stream sites. Sampling and analysis will be conducted in accordance with approved SOPs and standard methods. Grab samples will be collected as scheduled in advance by LFUCG's MS4 Section Manager regardless of antecedent weather conditions. Dissolved oxygen (DO), pH, temperature (TEMP), and conductivity (COND) measurements will be collected in situ using a multimeter probe. Flow will be estimated by comparing the recorded depth at a staff gage installed at the site to a stage-discharge curve. Samples will be preserved according to method specifications and transported under COC to Town Branch Laboratory for analysis for total suspended solids (TSS), *Escherichia coli* (E. coli), total phosphorus (TP), dissolved phosphorus (DP), nitrate-N (NO<sub>3</sub>-N) + nitrite-N (NO<sub>2</sub>-N), total Kjeldahl nitrogen-N (TKN-N), and ammonia-N (NH<sub>3</sub>-N). Chlorine will be measured in the field using Hanna Total Chlorine Colorimeters in accordance with manufacturer methodology. Water chemistry results and in situ measurements will be compared to the regulatory and nonregulatory benchmarks listed in the Monitoring Program QAP.

Sampling will occur quarterly on a set day of the week (approximately once every three months), regardless of weather conditions, as follows:

- Sampling will be performed at fifty-one (51) instream sites. Replicate measurements and duplicate samples are to be made in accordance with the Data Quality Objectives listed in the Monitoring Program QAP.
- To accommodate the large number of sites, a Sampling Event may span two or more consecutive days if no rainfall is forecasted or occurs over this time.
- Because of the large number of Sampling Events, if volunteer numbers are projected to be insufficient to complete an event, LFUCG shall be notified not less than 48 hours prior to the event.

- Sampling will only be conducted if flow is present (not dry or pooled). If no flow is present, it will be noted on the Chain-of-Custody.
- If the Town Branch WWTP Laboratory reaches its capacity to perform the analyses, another certified laboratory that reads and signs the Water Quality Monitoring Program QAP may be used.