



Commonwealth of Kentucky CONTRACT

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Document Description: Basin Design, Retrofit and Education-Demonstration Project

Cited Authority: PL319
Federal Clean Water Act

Reason for Modification:

Issuer Contact:

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Vendor Name: OLDHAM COUNTY FISCAL COURT 100 W JEFFERSON ST SUITE 4 LAGRANGE KY 40031	Vendor No. KY0035564 Vendor Contact Name: MELISSA HORN Phone: 502-222-9357 Email: MHORN@OLDHAMCOUNTYKY.GOV
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Effective From: 2022-11-01 **Effective To:** 2025-09-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		Basin Design, Retrofit and Education-Demonstration Project	\$0.000000	\$129,000.00	\$129,000.00

Extended Description:

The Division of Water and Oldham County Fiscal Court have a mutual interest in improving and protecting the quality of the Commonwealth's resources for present and future generations. This project will continue to implement the Curry's Fork Watershed Plan with an emphasis to meet the specific needs of the streams located throughout the watershed. This project will also continue to address known water quality and quantity issues contributing to Primary Contact Recreation and Warm-water Aquatic Habitat impaired streams. Under this contract, twenty-one specific Curry's Fork Watershed Best Management Practices (BMPs) will be used as a guide or be implemented by this project.

Shipping Information:	Billing Information:
Division of Water 300 Sower Blvd, 3rd Floor Frankfort KY 40601	Division of Water 300 Sower Blvd, 3rd Floor Frankfort KY 40601

TOTAL CONTRACT AMOUNT:	\$129,000.00
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Memorandum of Agreement Terms and Conditions
Revised March 2022

This Memorandum of Agreement (MOA) is entered into, by and between the Commonwealth of Kentucky, Energy and Environment Cabinet, Department for Environmental Protection, Division of Water (“the Commonwealth”) and the Oldham County Fiscal Court (“the Contractor”) to establish an agreement continuing implementation of the Curry’s Fork Watershed Plan with an emphasis to meet the specific needs of the streams located within the watershed. The initial MOA is effective from November 1, 2022, through September 30, 2025.

I. Scope of Services:

Through this project, Oldham County Fiscal Court will continue to address known water quality and quantity issues contributing to Primary Contact Recreation (PCR) and Warm-water Aquatic Habitat (WAH) impaired streams in the Curry’s Fork Watershed.

Oldham County Fiscal Court shall complete the following goals, objectives and activities.

Goal: Initiate subwatershed-scale integration of stream critical discharge (Qcritical) determination to reduce urban runoff impacts to PCR and WAH impaired streams in North Fork Curry’s Fork.

Objective: Assess target sites for new basins and basin retrofits, obtain shovel-ready designs for priority Best Management Practices (BMPs) and complete one basin retrofit.

Activities:

Review and prioritize target sites for new basins and existing basin retrofits with project partners and stakeholders; Crystal Lake, I-71, Briar Ridge, Oldham Reserve, existing basins.

Where applicable, contract professional services to perform site assessments, develop conceptual designs containing recommendations and budget estimates, produce shovel-ready surveys and designs of selected BMPs, and complete one basin retrofit.

Objective: Provide education and technical support to county engineering staff, the development community, and existing basin managers.

Activities:

Contract professional services for use with updating the applicable county ordinance, basin retrofit prioritization, and to provide basin design, retrofit, and management trainings.

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Provide a minimum of one education and technical workshop targeting the development community.

Provide a minimum of one education workshop targeting existing basin managers.

Goal: Increase the number of community-driven projects in the watershed.

Objective: Implement a nature-based solutions education and incentive program.

Activities:

Identify and collaborate with interested partners to develop a program work plan and compile existing applicable resources.

Provide a minimum of one nature-based solutions education workshop, targeting residents, business owners and stakeholders.

Solicit and rank applications from interested workshop attendees.

Implement nature-based solutions cost-share program to support a minimum of five residential projects and one commercial project.

Install project signs at completed sites.

Goal: Expand community engagement with watershed improvement efforts.

Objective: Collaborate with existing groups and organizations to expand public awareness and involvement.

Activities:

Collaborate with Oldham County's Leaders Don't Litter program to provide watershed education and litter pick up opportunities along waterways including a minimum of one litter pickup event.

Collaborate with the Crystal Lake Club and Oldham County Cooperative Extension Service to provide a minimum of one lake management education workshop.

Continue to build and engage the Friends of Curry's Fork and Pollinator Garden volunteer groups and provide opportunities for Project involvement.

Objective: Initiative equity-focused outreach and education.

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Activities:

Seek expertise for support in identification of and outreach to under-resourced communities.

Coordinate a minimum of two outreach opportunities with identified communities.

Provide a minimum of one opportunity for environmental justice-based education to local professionals, elected officials, and stakeholders.

Plan of Work

The purpose of this project is to address known water quality and quantity issues contributing to PCR and WAH impaired streams in the Curry’s Fork Watershed. Primary goals of this project are to mitigate stream flows that contribute to in-stream erosion and instability with, (1) a demonstration project to integrate the Curry’s Fork critical discharge (Qcritical) flow rate into new basin designs and retrofits with education, training, and examples, and (2) a nature-based solutions education and incentive program to increase community-driven actions. The third goal of this project (3) is to expand community engagement with watershed improvement efforts through targeted litter reduction along waterways, improved lake and pond management, and inclusion-based outreach and training to support under-resourced communities. Under this grant, twenty-one specific Curry’s Fork Watershed BMPs will guide or be implemented by this project.

Oldham County Fiscal Court will reduce the impacts of urban runoff to impaired streams entering North Fork Curry’s Fork by initiating a demonstration project to design new basins and retrofit existing basins, according to the *Currys Fork Watershed Preliminary Analyses of the Critical Discharge for Streambed Mobilization* (SS, 2020). Oldham County Fiscal Court will (1) assess target sites for new basins and basin retrofits, obtain shovel-ready designs for priority BMPs, and complete one basin retrofit, and (2) provide education and technical support to county engineering staff, the development community, and existing basin managers. First, Oldham County Fiscal Court will utilize the watershed plan, and input from project partners and stakeholder to confirm high priority sites for urban runoff reductions. Oldham County Fiscal Court will contract professional services to, where applicable, perform site assessments, develop conceptual designs containing recommendations and budget estimates, produce shovel-ready surveys and designs of selected BMPs, and complete one basin retrofit. Contractor deliverables will include a minimum of three conceptual designs of selected high priority sites, a minimum of three shovel-ready surveys and designs of BMPs selected through Internal Project Team (IPT) review, and one completed basin retrofit following a Division of Water (DOW) approved BMP Implementation Plan. The basin retrofit process will be documented via video footage, pictures, and reporting to support education and training efforts. Signage will also be installed at the site of the basin retrofit. Beyond this project, the IPT will utilize shovel-ready surveys and

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designs to seek additional funding for implementation. Secondly, Oldham County Fiscal Court will contract professional services to support BMP education and technology transfer. The IPT will coordinate with hired contractor(s) to support integration of critical discharge into the applicable county ordinance, prioritize a minimum of two basins suitable for retrofits, and to provide basin design, retrofit, and management trainings. Oldham County Fiscal Court will implement a minimum of one education and technical workshop for a minimum of thirty professionals in the development community, and a minimum of one education and technical workshop for a minimum of twenty basin managers and Homeowners Association representatives. Trainings will be promoted through direct mail, social media and the county-wide newsletter, "What's Happening." Trainings will also be recorded and made publicly available. All contractor services will be obtained following the Oldham County Fiscal Court bid procurement process. The IPT will seek to maximize efficiencies in obtaining highly qualified contractor(s) to meet grant requirements. Additionally, the IPT will aim to extensively document and report all aspects of this project and seek to collaborate with DOW to maximize the benefits of this project as a demonstration.

Oldham County Fiscal Court will increase the number of community-driven projects in the Curry's Fork with a nature-based solutions education and incentive program. First, Oldham County Fiscal Court will seek to identify and collaborate with interested program partners. Partners who will help to develop a program work plan and compile existing applicable resources. Oldham County Fiscal Court will provide a minimum of one nature-based solutions education workshop, for a minimum of thirty residents, business owners, and stakeholders. The nature-based solutions education workshop will be marketed through direct mail, social media and the county-wide newsletter, "What's Happening." Workshop participation will be incentivized with a drawing offering a set of native pollinator plants to three attendees. Applications for cost-share assistance will be ranked on the selection criteria detailed in the BMP Implementation Plan. Again, following ranked applicants, Oldham County Fiscal Court will aim to support a minimum of five residential projects and one commercial project. Nature-based solutions projects will be promoted to encourage further community action, and where applicable with a project sign.

Further, Oldham County Fiscal Court will expand community engagement with watershed improvement efforts by (1) increasing public awareness and involvement amongst existing groups and organizations and (2) initiating equity-focused outreach and education. First, Oldham County Fiscal Court will collaborate with Oldham County's litter program Leaders Don't Litter, to provide watershed education and litter pick up opportunities along waterways including a minimum of one litter pickup event with a minimum of twenty volunteers. Secondly, Oldham County Fiscal Court will coordinate with the Crystal Lake Club and Oldham County Cooperative Extension Service to provide a minimum of one lake and pond management education workshop for a minimum of thirty lake and pond owners and residents. Third, Oldham County Fiscal Court will continue to build and engage the Friends of Curry's Fork and Pollinator

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Garden volunteer groups, and provide opportunities for Project involvement. Oldham County Fiscal Court will provide a minimum of six educational meetings or volunteer opportunities with these two groups. To initiate equity-focused outreach and education, Oldham County Fiscal Court will seek expertise for support in identification of and outreach to under-resourced communities. Following this expert-led assessment, Oldham County Fiscal Court will coordinate a minimum of two outreach opportunities with identified under-resourced communities. Oldham County Fiscal Court will also aim to expand inclusivity awareness by providing a minimum of one opportunity for environmental justice-based education to a minimum of twenty education to local professionals, elected officials, and stakeholders. All workshops, events, and volunteer opportunities will be marketed through direct mail, social media and the county-wide newsletter, "What's Happening," and publicly promoted via video recordings, pictures, and articles.

Preparation of Request for Proposals (RFPs), Request for Quotes (RFQs), and/or Solicitation of Bids

This section is only applicable if RFPs, RFQs and/or solicitation of Bids occur during this project.

All RFPs and RFQs must be completed in a manner which is in compliance with Kentucky's Model Procurement Code (KRS Chapter 45A). Oldham County Fiscal Court will procure all contracts in accordance with applicable state and federal laws and regulations. Specifically, Oldham County Fiscal Court agrees to comply with all pertinent provisions of Chapter 45A, Kentucky Model Procurement Code, as amended.

Oldham County Fiscal Court shall: (1) Review for completeness, accuracy and suitability, of any specifications, bid documents, RFPs, RFQs, contracts and other related information. (2) Submit a tabulation/summarization of bids for each service item. (3) Select appropriate bidders. (4) Provide to DOW all contract documents, technical specifications, proposals and all project related documents in electronic format. (5) Ensure all permits/certifications have been obtained by the contracting agency, if required. (6) Ensure all work has been performed prior to payment and that receipts for services/work are obtained and turned in to DOW for invoicing.

Quality Assurance Project Plan (QAPP)

This section is only applicable if monitoring or sampling occurs during this project.

Oldham County Fiscal Court will 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 will occur until the QAPP has been reviewed and approved by the Cabinet. Oldham County Fiscal Court will ensure that all environmental monitoring activities in this Agreement will be conducted in accordance with the approved QAPP. The approved QAPP will be incorporated into this Agreement by reference.

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The DOW requires submittal of a data package after each sampling period, which should include Chain-of-Custody forms, field notes, calibration records of all instrumentation, and a raw data file as submitted from the laboratory. The package will also include relevant notes from field work identifying issues encountered, action needed or changes made to the sampling plan or QAPP. All issues or changes must also be communicated to DOW nonpoint source staff as soon as possible.

A final summary of overall project quality assurance will be submitted at the end of the project. The final Quality Assurance (QA) report should explain and detail the quality processes and controls used in sampling, both by the laboratory and in the field. Examples of QA report content are listed below. The report should summarize the sampling results and outline any and all deficiencies or discrepancies in the data collection and analysis process.

Examples of a QA report content are:

- (1) Types and results of quality control samples; field blanks, field splits, field duplicates.
- (2) Discussion of how the Quality Control (QC) samples met the precision, accuracy, completeness, bias data quality objectives from the QAPP.
- (3) Explanation of data qualifiers and how it affected the data results (data that is flagged by the laboratory).
- (4) Corrective action taken for any data quality issues.

Best Management Practices Implementation Plan

This section is only applicable if BMPs occur during this project.

Oldham County Fiscal Court shall develop and submit to the Cabinet for review and approval, a Best Management Practices (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. Oldham County Fiscal Court 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, Nonpoint Point Source (NPS) Section prior to BMP implementation; (5) a financial plan of action, which describes how financial assistance shall be 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

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forestry BMPs will be consistent with the Kentucky Agriculture Water Quality Act and/or the Forest Conservation Act.

Education Materials

Oldham County Fiscal Court shall ensure that all materials to be used in school-based education shall conform to the Kentucky Academic Standards for Assessment. When materials are submitted, the corresponding section of the Kentucky Academic Standards must be cited.

Oldham County Fiscal Court shall ensure that all outreach materials conform to the North American Association for Environmental Education’s (NAEE) *Environmental Education Materials: Guidelines for Excellence* (www.NAEE.org).

Geographic Information System (GIS) Activities

Oldham County Fiscal Court 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

Oldham County Fiscal Court shall ensure that any AFO receiving financial assistance from 319(h) funds will implement a nutrient management plan. An AFO is defined by 40 C.F.R. § 122.23(b) as any lot or facility (other than an aquatic animal production facility) where i) animals (other than aquatic 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 ii) where crops, vegetation forage growth, or post-harvest residues are not sustained over any portion of the lot or facility.

Training

All personnel involved in monitoring activities that are performed by Oldham County Fiscal Court or sub-contractor will be provided (or required to develop) standard operating procedures (SOPs) and will be trained in sampling techniques by DOW staff. This training will be a part of the NPS project conditions and will not incur any additional cost to the vendor.

Measures of Success

Oldham County Fiscal Court will:

Goal: Initiate subwatershed-scale integration of stream critical discharge (Qcritical) determination to reduce urban runoff impacts to PCR and WAH impaired streams in North Fork Curry’s Fork.

Measure of Success:

Obtain conceptual designs containing applicable site assessments and budget estimates for a minimum of three sites.

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Obtain shovel-ready surveys and designs of selected BMPs for a minimum of three sites.

Complete one basin retrofit.

Identify and prioritize a minimum of two additional basins suitable for retrofits.

Implement a minimum of one education and technical workshop for thirty professionals in the development community.

Implement a minimum of one education and technical workshop for twenty basin managers and HOA representatives.

Goal: Increase the number of community-driven projects in the watershed.

Measure of Success:

Implement a minimum of one nature-based solutions education workshop for thirty residents, business owners, and stakeholders.

Implement a minimum of five residential and one commercial nature-based solutions cost-share project with watershed residents, business owners, and other stakeholders.

Goal: Expand community engagement with watershed improvement efforts.

Measure of Success:

Implement a minimum of one litter pickup event with twenty volunteers.

Implement a minimum of one lake management workshop with a minimum of thirty lake/pond owners and residents.

Coordinate a minimum of six educational meetings or volunteer opportunities with Friends of Curry’s Fork and Pollinator Garden groups.

Coordinate a minimum of two outreach opportunities with identified under-resourced communities.

Provide a minimum of one opportunity for environmental justice-based education to a minimum of twenty local professionals, elected officials, and stakeholders.

Reports

Oldham County Fiscal Court shall:

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Provide a quarterly programmatic report. The report shall cover progress to date, any problems encountered and actions taken and any anticipated activity and work products expected during the next quarter as outlined in the Project Status Report Template below.

Provide an Annual Report to DOW staff updating the progress of the project. Provide a final report detailing activities and deliverables completed during the agreement period. The final report is due 30 days after the end of the project. All reports shall be submitted electronically to the Commonwealth within specified timeframes listed above and in the format included in the Project Status Report Template.

Project Status Report Template

Grant Recipient Name: Oldham County Fiscal Court

Project Name: Basin Design, Retrofit and Education-Demonstration Project

Principal Investigator/Project Manager: Rebecca Trueman

Reporting Period:

Accomplishments, publicity, news:

(Provide an update on project activities, any publicity on the project, including links to articles)

Performance outcome data/metrics:

(Provide updates on specific activity targets, project timelines and/or metrics from the grant agreement)

Problems, issues, variances from plan:

(Provide updates on any problems with project activities, timelines, any variances from the original work plan)

Project Status Report Template

Section 319(h) Nonpoint Source Project Progress Report

Reporting Period:--/--/-- to --/--/--/ Grant: PPG –BG-00D21422 State: Kentucky

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Project Name: Basin Design, Retrofit and Education-Demonstration Project

Contractor: Oldham County Fiscal Court

Federal amount: \$129,000

Budget Period Start Date: 11/1/22 End Date: 9/30/25 Total Project Cost: \$215,000

Expended this Period: \$_____ Total Expenditures to Date: \$_____

Waterbody/Watershed Identification: Salt River Basin, Watershed – Curry’s Fork, Asher’s Run

NPS Category: All, Urban Runoff, Habitat Modification

Purpose Statement: Primary goals of this project are to mitigate stream flows that contribute to in-stream erosion and instability with, (1) a demonstration project to integrate the Curry’s Fork critical discharge (Qcritical) flow rate into new basin designs and retrofits with education, training, and examples, and (2) a nature-based solutions education and incentive program to increase community-driven actions. The third goal of this project (3) is to expand community engagement with watershed improvement efforts through targeted litter reduction along waterways, improved lake and pond management, and inclusion-based outreach and training to support under-resourced communities. Under this grant, twenty-one specific Curry’s Fork Watershed BMPs will guide or be implemented by this project.

Oldham County Fiscal Court’s Milestones

Milestones will begin on November 1, 2022 and end on September 30, 2025.
Develop and submit materials to Division of Water for review and comment. Duration of Contract

Submit advanced written notice to Nonpoint Source (NPS) Program staff for all educational public meetings, field days, workshops, etc. Duration of Contract

Submit draft news articles, brochures, newsletter articles and other educational outreach materials to NPS Program staff for approval - includes drafts of flyers and postcards inviting public to meetings and events. Duration of Contract

Submit an Annual Load Reduction Report to DOW staff if requested. Duration of Contract

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Collaborate with Oldham County Cooperative Extension Service and the Crystal Lake Club Board to plan and market a Lake Management Training and schedule trainer(s). November 2022 – November 2022

Implement a minimum of one (1) lake management workshop with a minimum of thirty (30) lake/pond owners and residents. November 2022 – November 2022

Review and prioritize target sites for new basins and existing basin retrofits with Project partners and stakeholders; Crystal Lake, I-71, Briar Ridge, Oldham Reserve, existing basins. November 2022 – November 2022

Provide advanced notice to DOW of any events and provide materials and agendas for review and approval of DOW. Duration of Contract

Draft Request for Proposals (RFP). RFP will be developed in order to contract professional services to perform site assessments, develop conceptual designs containing recommendations and budget estimates, produce shovel-ready surveys and designs of selected BMPs, and complete one (1) basin retrofit. November 2022 – January 2023

Submit RFP through OCFC bid procurement process. November 2022 – February 2023

Seek expertise for support in identification of and outreach to under-resourced communities. November 2022 – February 2023

Identify interested partners for collaboration with nature-based solutions education and incentive program. November 2022 – February 2023

Obtain contractor bids, review bids, and select contractor to be hired. November 2022 – February 2023

Hired contractor assists county engineering staff with prioritization of additional basin retrofits (minimum of two (2)) and reviewing applicable county ordinance. November 2022 – August 2023

Collaborate with Oldham County's Leaders Don't Litter program to identify opportunities to expand watershed education and litter pick up along waterways. November 2022 – September 2023

Coordinate a minimum of six (6) educational meetings or volunteer opportunities with Friends of Currys Fork and Pollinator Garden groups. November 2022 – October 2023

Coordinate a minimum of two (2) outreach opportunities with identified communities. November 2022 – October 2023

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Market the nature-based solutions education workshop and program through direct mailing, social media, and an article in “What’s Happening”, targeting residents, business owners, and stakeholders. November 2022 – December 2022

Market the litter pick-up event(s) through direct mailing, social media, and an article in “What’s Happening”, targeting volunteers. November 2022 - September 2023

Provide a minimum of one (1) opportunity for environmental justice-based education to local professionals, elected officials, and stakeholders. November 2022 – May 2023

Work with partners to compile existing applicable resources and develop a nature-based solutions program work plan, including documents for applications, reimbursement, operations & maintenance, and BMP Implementation Plan. Submit to DOW for approval. November 2022 – December 2022

Hired contractor performs site assessments and develops conceptual designs containing recommendations and budget estimates for a minimum of three (3) sites. Conceptual designs are submitted to Oldham County Fiscal Court. November 2022 – May 2023

Conduct a minimum of one (1) nature-based solutions education workshop for a minimum of thirty (30) residents, business owners, and stakeholders. Record training and make publicly available. November 2022 – January 2023

Implement a minimum of one (1) litter pickup event with twenty (20) volunteers. November 2022 – October 2023

Collect and rank applications for nature-based solutions incentive program. November 2022 – February 2023

Inform applicants of results and work with selected applications to implement project. January 2023 – February 2023

IPT reviews conceptual designs and selects BMPs to be surveyed and designs. February 2023 – April 2023

Hired contractor produces shovel ready designs of selected BMPs for a minimum of three (3) sites. Designs are submitted to Oldham County Fiscal Court. March 2023 – August 2023

Develop a BMP IP for retrofitting existing basins and obtain DOW approval. March 2023 – May 2023

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Hired contractor completes one (1) basin retrofit. May 2023 – August 2023

Market the basin design and retrofit, training through direct mailing, social media, and an article in “What’s Happening”, targeting the development community. April 2023 – July 2023

Market the basin management training through direct mailing, social media, and an article in “What’s Happening”, targeting basin managers and HOA representatives. April 2023 – July 2023

Conduct a minimum of one (1) basin design and retrofit training for a minimum of thirty (30) professionals in the development community. Record training and make publicly available. May 2023 – August 2023

Conduct a minimum of one (1) basin management training for a minimum of twenty (20) managers and HOA representatives. Record training and make publicly available. May 2023 – August 2023

Implement a minimum of five (5) residential and one (1) commercial nature-based solutions cost-share project with watershed residents, business owners, and other stakeholders. March 2023 – August 2023

Obtain and install project signs at completed sites. June 2023 – December 2023

Present Critical Discharge Demonstration Project to stakeholders and other interested groups. December 2023 – May 2024

Seek to obtain additional funding to build BMPs of completed designs. August 2023 – June 2024

Submit draft Final Report to DOW for review. July 2024 – September 2024

Submit Final Report to DOW. September 2024 – October 2024

1. through 41.

Signature Date

Notifications

All notices, requests, demands, waivers, and other communications given as provided in this Agreement shall be in writing and sent to the following:

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Oldham County Fiscal Court
Attn: Rebecca Trueman
100 West Jefferson Street, Suite 3
LaGrange, Kentucky 40031
502-222-1476
rtrueman@oldhamcountky.gov
Vendor UEI Number: E5SFHAEXZNB7

Division of Water
Attn: Mike Reed
300 Sower Blvd., Third Floor NW/29
Frankfort, Kentucky 40601
502-782-6892
Mike.Reed@ky.gov

II. Pricing:

The Commonwealth shall reimburse Oldham County Fiscal Court up to \$129,000.00 for services and activities as outlined in the Program Budget table below.

Program Budget

Categories	The Commonwealth	Cost Share/ In-kind Match	Total
Personnel	\$0	\$61,060	\$61,060
Fringe Benefits	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Supplies	\$1,000	\$0	\$1,000
Construction	\$0	\$0	\$0
Other	\$22,500	\$9,940	\$32,440
Total Direct Charges	\$23,500	\$71,000	\$94,500
Indirect Charges (up to 10% of the Commonwealth's Total Direct Charges) **	\$0	\$0	\$0
Contractual	\$105,500	\$15,000	\$120,500
Total	\$129,000	\$86,000	\$215,000
Program Income	\$0	\$0	\$0

A detailed budget template provided by the Commonwealth shall be completed and submitted to DOW prior to the start of the project and before the start of each fiscal year

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INDIRECT COST:

If the contractor is receiving state funds the contractor may not charge indirect costs in excess of ten (10) percent of total direct costs. An indirect rate **shall not** be charged on contractual expenditures. Indirect charges exceeding the ten (10) percent shall be considered as cost share provided by the contractor.

If the contractor is receiving federal funds the Contractor shall use the indirect rate corresponding with the agreement the contractor has with the federal entity or ten (10) percent. The contractor shall provide a copy of the indirect agreement prior to the federal funds being awarded.

III. Invoicing

Oldham County Fiscal Court shall:

Invoice the Commonwealth quarterly for authorized expenditures by budget line item.

The invoice must indicate:

1. The Document ID number, which can be found at the top of the MOA/PSC. The Document ID number can be recognized by the beginning letters "PON2" or "SC"
2. Invoice number
3. Invoice date
4. Dates of service covered
5. Current expenditures with each item listed separately
6. Cumulative expenditures to date
7. Current cost share or match, if identified in the Program Budget
8. Cumulative cost share or match
9. Include a copy of the transaction detail report if available and/or receipt

Backup documentation must be maintained for each invoice, as required by the record retention schedule in Kentucky's Administrative Regulation 725 KAR 1:061 and/or 2 CFR 200.334 through 200.338. The backup documentation can either be submitted with the invoice or kept for inspection by the Commonwealth, if or when requested.

Examples of backup documentation may include:

1. Personnel – payroll spreadsheet showing time worked within the invoice period. Spreadsheet shall contain salary information, name of employee or some identifiable number, percent of time applied to grant, along with the number of hours and fringe benefits per person.
2. Fringe – include in payroll spreadsheet.

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3. Travel – travel voucher or invoices showing airfare, hotel expenses, etc.
4. Equipment – receipt marked paid (an invoice shall be submitted after equipment is paid for).
5. Supplies – receipt marked paid (an invoice shall be submitted after supplies are paid for).
6. Contractual – invoice and documentation that item has been paid (recipient shall verify invoice).
7. Construction – invoices, receipts marked paid and any other documents that properly verify expenses.
8. Indirect costs – will be verified not to exceed the allowable rate established in the MOA.
9. Other – invoice and documentation that item has been paid (recipient shall verify invoice).

In the event that Oldham County Fiscal Court incurs no expenses within a reporting timeframe, Oldham County Fiscal Court shall submit an invoice for zero (0) dollars or provide a “notice of no expenses,” based on the Commonwealth’s requirements.

Final Invoice: The final invoice should be clearly marked as “FINAL INVOICE” to indicate that all funds that will be expended, have been expended.

Where to submit invoices:

All invoices shall be submitted via email to:

Division of Water
 Attn: Mike Reed
 300 Sower Blvd., Third Floor NW/29
 Frankfort, Kentucky 40601
 502-782-6892
 Mike.Reed@ky.gov

In the subject line of the email list:

Project Number 22-11, Invoice #

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IV. Assurances:

Award Number: FFY-2022 Performance Partnership Grant–PPG BG - 00D21422, CFDA 66.605.

The parties shall abide by all terms of the award:

The recipient agrees to comply with the current EPA general terms and conditions available at:

<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2021-or-later>.

The following is a list of statutory, regulatory, and Executive Order requirements for subrecipients on EPA funded projects per 2 CFR 200.331(a) (2). As a subrecipient of EPA funding, you must agree to abide by the applicable requirements listed below.

1. Nondiscrimination Laws and Social Policies

Most EPA financial assistance recipients are subject to the laws and policies described below. This list of nondiscrimination and social policy requirements is for informational purposes only and is not intended to provide guidance on compliance in the context of a particular EPA assistance agreement.

Disadvantaged Business Enterprises

EPA regulations at 40 CFR Part 33, “Participation by Disadvantaged Business Enterprises in U.S. Environmental Protection Agency Programs” set forth requirements for making good faith efforts to ensure that Disadvantaged Business Enterprises, including Minority Business Enterprises and Women’s Business Enterprises receive a fair share of contracts awarded with funds provided by EPA financial assistance agreements. These requirements apply to subrecipients in accordance with 40 CFR 33.102 and the definition of “Recipient” in 40 CFR 33.103.

2. Financial Management Policies

These policies apply to transactions financed by EPA financial assistance funds and apply to both pass-through entities and subrecipients on the basis of either regulatory requirement or the General Terms and Conditions (T&C) of the pass-through entity’s agreement with EPA.

Federal Funding Accountability and Transparency Act

As set forth in the General Condition of the pass-through entity’s agreement with EPA entitled “Reporting Subawards and Executive Compensation” the pass-through entity must ensure that subrecipients comply with Federal Funding Accountability and Transparency Act (FFATA) reporting requirements.

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Suspension and Debarment

The pass-through entities responsibilities are described at 2 CFR Part 180, Subpart C and the “Debarment and Suspension” T&C of the pass-through entity’s agreement with EPA. These requirements, which include checking SAM to ensure that potential contractors, subrecipients and their principals and agents are not suspended, debarred or otherwise ineligible to participate in Federal assistance programs also apply to subrecipients. It is important to note that in addition to being precluded from all first tier contracts and all contracts requiring EPA approval in accordance with 2 CFR 180.220 under 2 CFR 1532.220 suspended or debarred parties may not receive EPA funded contracts in excess of \$25,000 at any tier. Also, at 2 CFR 1532.995 EPA has identified activities that suspended or debarred parties may not perform as a “Principal” in EPA financial assistance agreements and subawards.

New Restriction on Lobbying, 40 CFR Part 34

Subrecipients must submit certification and disclosure forms required by 40 CFR 34.110 and the “Lobbying and Litigation” T&C for subawards in excess of \$100,000.

Uniform Grant Guidance Requirements (UGG)

Subrecipients must comply with 2 CFR Part 200 requirements when they award procurement contracts, make subawards, and incur other costs borne by EPA financial assistance.

3. Environmental Authorities

These requirements typically apply when an EPA funded project involves construction, remediation of contamination in water, soil, or buildings, and similar activities which alter the physical environment. Other environmental laws may apply to a project independent of EPA funding. Financial assistance for research, training, technical assistance and related outreach, environmental education, program operations, or installation of pollution control equipment on vehicles or vessels, are generally not affected by these requirements. Note that this list of environmental authorities is for informational purposes only and is not intended to provide guidance on compliance in the context of a particular EPA assistance agreement.

Clean Air Act and Clean Water Act

Section 306 of the Clean Air Act (CAA) and section 508 of the Clean Water Act (CWA), as implemented by Executive Order 11738 (1973), prohibit performance of Federal assistance agreements at facilities disqualified due to certain violations of the CAA or CWA. Disqualified facilities are listed in the System for Award Management. Subrecipients are required to check SAM, to determine if facilities that will be used to perform contracts or subawards are listed in SAM.

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National Environmental Policy Act

Where applicable, the National Environmental Policy Act (NEPA) requires federal agencies to conduct an environmental review of their proposed actions, with a view toward ensuring informed decision-making and public input. EPA’s NEPA regulations are at 40 CFR Part 6, and note that certain EPA actions are exempt from NEPA. Pass-through entities and subrecipients may be required to assist EPA with NEPA compliance, where appropriate.

National Historic Preservation Act

Section 106 of the NHPA requires federal agencies to take into account the effects of their undertakings on historic properties and to provide the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on such undertakings. Under the ACHP’s regulations, consultations generally occur in the first instance with state and/or tribal historic preservation officials, with direct ACHP involvement in certain cases. EPA funded projects with the potential to affect historic properties – i.e., properties listed in or eligible for listing in the National Register of Historic Places – may implicate this statute. This may include, for instance, EPA-funded projects that involve alteration of structures (e.g., asbestos abatement) that are historic properties or construction/remediation on culturally sensitive lands. Pass-through entities should work with their Project Officer to ensure that subrecipients are available to work with EPA on any required consultation process with the State or Tribal Historic Preservation Office prior to commencing the project to ensure compliance with section 106 of the NHPA.

Protection of Wetlands, Executive Order 11990 (1973), as amended

EPA funded projects involving new construction in wetlands may implicate this Executive Order. The terms and conditions of the EPA assistance agreement may require pass-through entities to ensure that subrecipients assist EPA in determining whether a proposed project will be located in (or affect) a wetland, and if so, evaluating practicable alternative locations for the project or other mitigation.

Coastal Zone Management Act

This statute requires EPA to ensure that Agency funded activities in coastal areas are consistent with state coastal zone management plans that have been approved by the Department of Commerce. Pass-through entities and subrecipients should consult directly with the state Coastal Zone Management agency during the planning stages to ensure that the EPA funded project will be consistent with the state’s coastal zone management plan.

Coastal Barriers Resources Act

This statute restricts federal financial assistance that would encourage development in the Coastal Barriers Resources System, a collection of undeveloped and ecologically sensitive barrier formations along the Atlantic and Gulf Coasts of the United States, and the shore areas of the Great Lakes, and adjacent wetlands, marshes, estuaries,

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inlets, and near-shore waters. During the planning phase of a proposed project located in the Coastal Barriers Resources System, pass-through entities and subrecipients should consult with the state Coastal Zone Management agency to determine whether a proposed project will have an effect on the system, and if so, the alternative sites or mitigating measures that must be incorporated in the project's design.

Wild and Scenic Rivers Act

This statute prohibits federal assistance for water resource projects that would have direct and adverse effects on, invade, or unreasonably diminish, the special values of a congressionally designated wild and scenic river. Pass-through entities and subrecipients should consult with appropriate state or federal (National Park Service or Bureau of Land Management) agency to determine whether the project or any alternatives under consideration may affect a designated river.

Endangered Species Act (ESA)

This statute requires Federal agencies to ensure that their activities are not likely to jeopardize endangered species, adversely modify designated critical habitats, or incidentally take (injure or kill) endangered animals without authorization, in consultation with the appropriate federal wildlife agency (the U.S. Fish and Wildlife Service or National Marine Fisheries Service) as described in 50 CFR Part 402. The ESA consultation process is triggered when an action “may affect” ESA-protected species or critical habitat. Pass-through entities and subrecipients should coordinate with EPA to ensure consultation occurs where appropriate.”

Safe Drinking Water Act

Precludes the use of EPA financial assistance for projects that would contaminate sole source aquifers. Pass-through entities and subrecipients must contact state officials to determine whether a sole source aquifer is in the vicinity of the proposed project. If a sole source aquifer is in the project planning area, then the assistance recipient, in consultation with state ground water officials, must conduct investigations to determine if the aquifer could be contaminated by the project. If the project could potentially affect ground water supplies, the assistance recipient, in consultation with ground water officials, must elect an alternative site or devise adequate mitigating measures.

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**Memorandum of Agreement Standard Terms and Conditions
Revised December 2019**

1.00 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 agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$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.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement 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.

2.00 EEO Requirements

The Equal Employment Opportunity Act of 1978 applies to All State government projects with an estimated value exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

3.00 Cancellation clause:

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the other party by registered or certified mail.

4.00 Funding Out Provision:

The state agency may terminate this agreement 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 agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

5.00 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

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service contracts. If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

6.00 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, 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 agreement for the purpose of financial audit or program review. 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. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

7.00 Violation of tax and employment laws:

KRS 45A.485 requires the Contractor and all subcontractors performing work under the agreement 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 corporate and utility tax, sales and use 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 and all subcontractors performing work under the agreement 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 and all subcontractors performing work under the agreement shall be in continuous compliance

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with the provisions of those statutes, which apply to their operations, and that their failure to reveal a final determination as described above, or failure to comply with the above statutes for the duration of the agreement shall be grounds for the Commonwealth's cancellation of the agreement and their disqualification from eligibility for future state contracts for a period of two (2) years.

[Check box section below need only be included for Contractors that are quasi-governmental entities or 501(c)3 non-profit entities.]

Contractor must check one:

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

_____ 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). Attached is a list of such determination(s), which includes the KRS violated, the date of the final determination, and the state agency which issued the final determination.

8.00 Discrimination:

This section applies only to agreements disbursing federal funds, in whole or part, when the terms for receiving those funds mandate its inclusion. Discrimination (because of race, religion, color, national origin, sex, sexual orientation, gender identity, age, or disability) is prohibited. During the performance of this agreement, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, sexual orientation, gender identity or age. The Contractor further agrees to comply with the provisions of the Americans with Disabilities Act (ADA), Public Law 101-336, and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified disabled individuals under any program or activity. The Contractor agrees to provide, upon request, needed reasonable accommodations. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability. Such action shall include, but not be limited to the following; employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places,

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available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

In all solicitations or advertisements for employees placed by or on behalf of the Contractor, the Contractor will, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, sex, sexual orientation, gender identity, age or disability.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers' representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 as amended, and of the rules, regulations and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this agreement or with any of the said rules, regulations or orders, this agreement may be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, and such other sanctions may be imposed and remedies invoked as provided in or as otherwise provided by law.

The Contractor will include the provisions of paragraphs (1) through (7) of section 202 of Executive Order 11246 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor, issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action

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with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

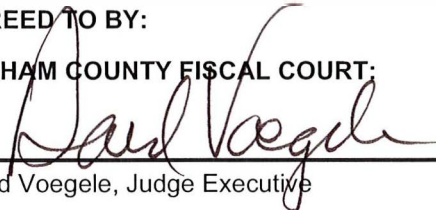
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Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

AGREED TO BY:

OLDHAM COUNTY FISCAL COURT:



 David Voegel, Judge Executive

10-20-2022

 Date

DEPT. FOR ENVIRONMENTAL PROTECTION:



 Anthony R. Hatton, Commissioner

10/24/2022

 Date

ENERGY AND ENVIRONMENT CABINET:




 Rebecca W. Goodman, Secretary

10/24/2022

 Date

APPROVED AS TO FORM AND LEGALITY:



 Elizabeth U. Natter, Executive Director
 Office of Legal Services

10/24/2022

 Date