



City of Fayetteville, Arkansas

113 West Mountain Street
Fayetteville, AR 72701
479-575-8323 TDD -
479-521-1316

Text File

File Number: 2014-0429

Agenda Date: 10/21/2014

Version: 1

Status: Agenda Ready

In Control: City Council

File Type: Resolution

Agenda Number: A. 4

A RESOLUTION TO AUTHORIZE ACCEPTANCE OF AN ENVIRONMENTAL PROTECTION AGENCY GRANT IN THE AMOUNT OF \$142,500.00, TO APPROVE TASK ORDER NO. 1 WITH THE WATERSHED CONSERVATION CENTER IN THE AMOUNT OF \$164,524.00 FOR AN INVENTORY OF RIPARIAN AND STREAMBANK CONDITIONS IN THE CITY OF FAYETTEVILLE, AND TO APPROVE A BUDGET ADJUSTMENT

WHEREAS, Ordinance No. 5645, which was passed and approved on January 7, 2014, waives the requirement of formal bidding and authorizes the City to “jointly seek funding and use such funding to design and construct stream restoration projects” pursuant to a Memorandum of Understanding with the Watershed Conservation Resource Center.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby authorizes acceptance of an Environmental Protection Agency grant in the amount of \$142,500.00, and approves Task Order No. 1 with the Watershed Conservation Center in the amount of \$164,524.00 for an inventory of riparian and streambank conditions in the City of Fayetteville.

Section 2: That the City Council of the City of Fayetteville, Arkansas hereby approves a budget adjustment, a copy of which is attached to this Resolution.

City of Fayetteville Staff Review Form

2014-0429

Legistar File ID

10/21/2014

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Chris Brown

10/3/2014

Engineering /
Development Services Department
Division / Department

Submitted By

Submitted Date

Action Recommendation:

Acceptance of a Wetland Program Development Grant in the amount of \$142,500.00 from the Environmental Protection Agency Region 6 for the assessment of City streams, approval of Task Order No. 01 with the Watershed Conservation Resource Center, and approval of a budget adjustment acknowledging receipt of the grant funds and required matching funds.

Budget Impact:

4470.9470.5817.00		Sales Tax Capital/Bridge and Drainage	
Account Number		Fund	
02097.2014		Stormwater Quality Mgmt/EPA Streambank Assessment Grant	
Project Number		Project Title	
Budgeted Item?	Yes	Current Budget	\$ 264,746.00
		Funds Obligated	\$ 94,065.67
		Current Balance	\$ 170,680.33
Does item have a cost?	Yes	Item Cost	\$ 193,340.00
Budget Adjustment Attached?	Yes	Budget Adjustment	\$ 142,500.00
		Remaining Budget	\$ 119,840.33

V20140710

Previous Ordinance or Resolution # 126-13

Original Contract Number: _____

Approval Date: _____

Comments:

MEETING OF OCTOBER 21, 2014

TO: Mayor and City Council

THRU: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer

FROM: Alan Pugh, Staff Engineer

DATE: October 1, 2014

SUBJECT: **Acceptance of a Wetland Program Development Grant in the amount of \$142,500.00 from the Environmental Protection Agency Region 6 for the assessment of City streams, approval of Task Order No. 01 with the Watershed Conservation Resource Center, and approval of a budget adjustment acknowledging receipt of the grant funds and required matching funds.**

RECOMMENDATION:

Acceptance of a Wetland Program Development Grant in the amount of \$142,500.00 from the Environmental Protection Agency Region 6 for the assessment of City streams, approving Task Order No. 01 with the Watershed Conservation Resource Center, and approving a budget amendment acknowledging receipt of the grant funds and required matching funds.

BACKGROUND:

On June 4, 2013, City Council approved Resolution Number 126-13 to apply for an EPA Region 6 Wetland Development Program Grant (WPDG). Based upon that application, Fayetteville has been notified by the Arkansas Natural Resources Commission that it is the recipient of \$142,500 in EPA Region 6 grant assistance from the Wetland Development Program.

DISCUSSION:

This project grant was developed in cooperation with the Watershed Conservation Research Center, WCRC, and proposes to develop an inventory of the riparian and streambank conditions for approximately 20 miles of urban streams and wetlands. The purpose is to identify areas in need of restoration and preservation, develop criteria to prioritize projects and provide information to the city's engineering and planning divisions to use when evaluating proposed development that could potentially impact streams, wetlands and springs.

Proposed locations include Town Branch, Scull, Hamestring, Owl, and Clabber Creeks. The assessment will include development of streambank erosion prediction curves to estimate sediment and nutrient loadings from streambank erosion. The stream assessment will include an evaluation of streambanks showing signs of accelerated erosion and the condition of riparian areas and identification of wetland features and springs within the stream corridor. Data will be

collected to evaluate streambank erosion rates to help identify sites in need of restoration. These unstable sites will be prioritized for restoration based on sediment and nutrient loadings, location, and threat to property and City infrastructure.

Hamestring, Owl, and Clabber Creeks are located in the western side of Fayetteville, where there continues to be rapid growth. These three watersheds are part of the Illinois basin and encompass an area of approximately 14 square miles. Accelerated streambank erosion that threatens property and City infrastructure and contributes excessive loads of sediment and nutrients to the Illinois River watershed has been observed in this area. Also, exceptional natural features, such as wetlands, springs, remnant prairies, and hydric soils have been noted in these watersheds. Evaluation of the stream corridor within these watersheds can enhance planning efforts to preserve streams, wetlands, aquatic, and terrestrial habitat and help to minimize the impact of growth on existing ecosystems. The assessment will also help the City of Fayetteville to take actions to reduce the contribution of non-point source pollution to our stream systems and direct funding for streambank restoration to the most beneficial areas.

On January 7, 2014, the City Council approved agreement memorandum of understanding with the Watershed Conservation Resource Center (WCRC), and established a method for developing Task Orders to assist the City on projects such as this. To that end, Task Order No. 01 in the amount of \$164,524.00 has been developed.

The EPA Region 6 WPDG is a 25/75 matching grant. Subsequent to City Council approval, the application was submitted and the EPA awarded a WPD Grant in the amount of \$142,500 which will cover approximately 73.7% of the \$193,340.00 total project budget. The remainder, \$50,840.00, will be addressed through combination of matching funds and City staff time.

BUDGET/STAFF IMPACT:

The Stormwater Quality Management/Nutrient Reduction project has been designated in part to fund projects that improve stormwater quality in the City of Fayetteville and would be proposed as the source for the matching funds. Funding from this project includes \$25,000 in matching funds and \$28,816.00 in staff time, representing approximately 450 staff hours.

Attachments:

- EPA Approved Work Plan
- EPA Notice of Award
- Resolution 126-13
- Task Order NO. 01
- Ordinance 5645 and Supporting Documentation

City of Fayetteville - Purchase Order Request (PO)

(Not a Purchase Order)

All PO Requests shall be scanned to the Purchasing e-mail: Purchasing@fayetteville-ar.gov.
Purchase shall not be made until an actual PO has been issued.

Requisition No.:	Date:
P.O Number:	

Vendor #: 16441	Vendor Name: Watershed Conservation Resource Center (WCRC)	Mail <input type="checkbox"/> Yes <input type="checkbox"/> No	Legistar#: 2014-0429
Address: 380 W. Rock St		FOB Point:	Expected Delivery Date:
City: Fayetteville	State: AR	Taxable <input type="checkbox"/> Yes <input type="checkbox"/> No Quotes Attached <input type="checkbox"/> Yes <input type="checkbox"/> No	
Requester: Alan Pugh		Requester's Employee #: 4073	Extension: 8208

Item	Description	Quantity	Unit of Issue	Unit Cost	Extended Cost	Account Number	Project.Sub#	Inventory #	Fixed Asset #
1	Stream Assesment Grant	1	Lot	164,524.00	\$164,524.00	4470.9470.5314.00	02097.2014		
2					\$0.00				
3					\$0.00				
4					\$0.00				
5					\$0.00				
6					\$0.00				
7					\$0.00				
8					\$0.00				
9					\$0.00				
10					\$0.00				
*	Shipping/Handling		Lot		\$0.00				

Special Instructions:
 Fayetteville has long worked with the Watershed Conservation Resource Center (WCRC) and funded quality stream restoration projects successfully completed by the Center and therefore entered into a Memorandum of Understanding (MOU) for certain projects on January 9, 2014. This project falls under this MOU and due to the unique nature of the services required as well as the history of quality projects with WCRC the council waived competitive bidding.

Subtotal:	<u>\$164,524.00</u>
Tax:	<u>\$0.00</u>
Total:	<u><u>\$164,524.00</u></u>

Approvals:

Mayor: _____	Department Director: _____	Purchasing Manager: _____
Chief Financial Officer: _____	Budget Director: _____	IT Director: _____
Dispatch Manager: _____	Utilities Manager: _____	Other: _____

TASK ORDER NO. 1**INVENTORY OF RIPARIAN AND STREAMBANK CONDITIONS OF
FAYETTEVILLE'S URBAN STREAMS**

STATE OF ARKANSAS

COUNTY OF WASHINGTON

This Task Order is written pursuant to the Memorandum of Understanding (MOU) as described in Ordinance No. 5645 executed on January 7, 2014. The referenced MOU pertains to potential stream restoration projects and associated services with the Watershed Conservation Resource Center (WCRC). This Task Order entered into and executed on the date indicated below the signature block by and between the City of Fayetteville and Watershed Conservation Resource Center sets forth the project description, project schedule and associated fees for these services related to Federal Assistance Grant (I.D. 00F74201) "Inventory of Riparian and Streambank Conditions of Urban Stream" awarded to the City on September 18, 2013.

Section I - Project Description

This project consists of developing an inventory of the riparian and streambank conditions for 20 miles of urban streams and develop streambank erosion prediction curves to estimate sediment and nutrient loadings from streambank erosion. The purpose of the riparian and streambank assessment is to: A) Identify areas in need of restoration and preservation; B) Develop criteria to prioritize 1) unstable streambanks for restoration, including potential for wetland restoration and 2) stable stream and wetland areas for preservation; and C) Provide information to the City's Engineering and Planning Divisions to use when evaluating proposed development that could potentially impact streams, wetlands, and springs. The inventory will include an evaluation of A) the riparian area in which wetland features, springs, and general vegetation composition will be identified and B) streambanks with accelerated erosion that includes measuring erosion rates, characterizing streambank materials, and estimating sediment and nutrient loadings.

Section II - Project Timeframe

The project will be conducted over the period of the grant award which is November 1, 2013 to October 31, 2016.

Section III - Scope of Services

The WCRC will conduct activities as outlined in the attached workplan. Activities include but are not limited to: 1) Development of a Quality Assurance Project Plan 2) Conducting an inventory of stream and riparian conditions for a minimum of 20 stream miles 3) Developing streambank erosion prediction curves and estimated sediment and nutrient loads and 4) prioritization of areas in special need of protection or restoration. In addition, the WCRC will contract directly any contract services needed.

Section IV - Fees and Payments

WCRC will perform the above-referenced Scope of Services for \$164,524 (\$139,524 of which will be Federal Funds) as detailed in the attached project workplan (Attachment 1).

Section V - Memorandum of Understanding in Effect

Except as amended specifically herein, the Memorandum of Understanding Fayetteville shall remain in full force as originally approved.

IN WITNESS WHEREOF, the parties hereto have caused this TASK ORDER to be duly executed as of the date and year first herein written.

FOR THE CITY OF FAYETTEVILLE

By: _____
Mayor Lioneld Jordan

Attest: _____
Sondra Smith, City Clerk

Date: _____

FOR WATERSHED CONSERVATION RESOUCCE CENTER

By: Sandi Formica
Sandi Formica

Attest: [Signature]

Date: Oct 1, 2014

Proposal Workplan

Section A: Cover Page

Project Title: Inventory of Riparian & Streambank Conditions of Urban Streams

Track II Application – FY13 or FY14

Core Elements: Monitoring and Assessment and Voluntary Restoration and Protection

ACTIONS: 1. Identify program decisions and long term environmental outcome(s) that will benefit from a wetland monitoring and assessment program, 2. Consider watershed planning, wildlife habitat, and other objectives when developing your selection process

restoration/protection sites, 3. Develop and evaluate restoration/protection projects, and 4.

Monitor restoration sites to ensure that they are implemented and managed correctly and linked to relevant watershed planning efforts.

Name of Applicant: City of Fayetteville, Arkansas, DUNS #07-565-7742

Key personnel and contact information:

Sarah Wrede, City of Fayetteville, Engineering, swrede@ci.fayetteville.ar.us, (479) 575-8208

Sandi Formica, WCRC, formica@watershedconservation.org, (501) 352-5252

Geographic Location: Fayetteville, Washington County, Arkansas; HUC: 11110103, Illinois River Watershed; HUC: 11010001, Upper White River Watershed

Total Project Cost: \$193,340, **Federal Dollars Requested:** \$142,500, **Match:** \$50,840

Abstract/Project Summary: Assessing stream systems within our urban areas provides important information to help conserve natural resources, protect water quality, and plan for urban development. The City of Fayetteville (City) in partnership with the Watershed Conservation Resource Center (WCRC) proposes to develop an inventory of the riparian condition of 20 miles of urban streams and develop streambank erosion prediction curves to estimate sediment and nutrient loadings from streambank erosion. The stream inventory will

include an evaluation of the riparian area and streambanks. Wetland features, prairies, and springs within the stream corridor will be identified. Data will be collected on streambanks showing signs of accelerated erosion and erosion rates will be measured to identify sites needing restoration and quantify sediment and nutrient loadings. Criteria will be developed and applied to prioritize sites for preservation or restoration, depending on their condition.

Hamstring, Owl, and Clabber Creeks will be included in the study and are located where there continues to be rapid development. Accelerated streambank erosion contributes excessive loads of sediment and nutrients to these streams and has been observed in this area along with exceptional natural features, such as wetlands, springs, remnant prairies, and hydric soils. Evaluation of these urban stream corridors will enhance planning efforts to preserve streams, wetlands, and aquatic/terrestrial habitats and help to minimize the impact of urban growth on existing ecosystems. The streambank evaluation will help the City to take actions to reduce NPS pollution and direct funding for streambank restoration to the most beneficial area.

Section B: Project Description: The City of Fayetteville (City) in partnership with the Watershed Conservation Resource Center (WCRC) proposes to develop an inventory of the riparian and streambank conditions for 20 miles of urban streams and develop streambank erosion prediction curves to estimate sediment and nutrient loadings from streambank erosion. The purpose of the riparian and streambank assessment is to: A) Identify areas in need of restoration and preservation; B) Develop criteria to prioritize 1) unstable streambanks for restoration, including potential for wetland restoration and 2) stable stream and wetland areas for preservation; and C) Provide information to the City's Engineering and Planning Divisions to use when evaluating proposed development that could potentially impact streams, wetlands, and springs. The inventory will include an evaluation of A) the riparian area in which wetland features, springs, and general vegetation composition will be identified and B) streambanks with accelerated erosion that includes measuring erosion rates, characterizing streambank materials, and estimating sediment and nutrient loadings

Prioritization of unstable sites for restoration will be based on sediment and nutrient loadings, location, threat to property, and presence or potential to create natural features, such as, wetlands, prairies, etc. Documentation and prioritization of the existence of natural features will help to ensure that they will not be destroyed or damaged from development. The assessment will focus on Hamestring, Owl, and Clabber Creeks, which are located in the western side of Fayetteville, where there continues to be rapid development (Section F, Att.1). These three watersheds are part of the Illinois basin and encompass an area of approximately 14 square miles. Additional streams will be identified to include in the study within Beaver Lake watershed. Beaver Lake is the drinking water source for over 450,000 NW Arkansas residents.

1. Program Priorities: Track Two: The proposed project falls under two Core Elements: *Monitoring and Assessment* and *Voluntary Restoration and Protection*. The action under

Monitoring and Assessment is 'identify program decisions and long term environmental outcome(s) that will benefit from a wetland monitoring and assessment program.' Funding will be sought to restore sites identified as unstable with poor riparian conditions to enhance habitats and improve water quality. Wetland areas and springs will be identified along with high quality headwater streams. The information and knowledge gained from the assessment will be used to help support the City's Streamside Protection Ordinance. Information on contaminant load reduction from stream restoration will be tied to the broader watershed planning efforts. The first action under *Voluntary Restoration and Protection* is 'consider watershed planning, wildlife habitat, and other objectives when developing your selection process restoration/protection sites.' The criteria selected to prioritize sites for restoration or protection will be based on local watershed planning efforts. Both EPA accepted watershed plans for the Illinois River and Beaver Lake emphasize the need to improve water quality through riparian enhancement and preservation and reduction of sediment and nutrient loadings through streambank restoration. Both the streambank erosion prediction curves and prioritization criteria will serve as examples of assessment techniques that other urban areas can use to manage and protect their urban stream corridors. The second action is 'develop and evaluate restoration/ protection projects.' The project results will provide the City stream/ wetland sites prioritized for restoration or protection. The third action is 'monitor restoration sites to ensure that they are implemented and managed correctly and linked to relevant watershed planning efforts.' The City has previously partnered with the WCRC to restore three urban stream sites that include wetland features. All three sites will be monitored and maintained to ensure objectives are being met.

2. Description of Need: Over the past 30 years, Northwest Arkansas' population tripled to approximately 400,000. Both forested and agricultural lands have been converted to urban areas, increasing the amount of impervious surfaces, which has increased runoff and intensified the

magnitude and frequency of high flow events in streams. This additional runoff and energy has increased channel erosion, resulting in vertical cut-banks on both City and private property. Development has also resulted in the loss of urban wetland, prairie, headwater stream, and riparian features that are connected to the stream channels and needed for healthy stream ecosystems. Conducting an inventory of the condition of 20 miles of urban streambank and riparian areas will provide information and data needed to restore disturbed sites and to preserve robust natural features. The City will use this assessment to help determine their contribution to water quality improvements in the Illinois River and Beaver Lake watersheds by restoring and protecting urban streams and wetlands. The City will become a regional example of collecting environmental data and using it to plan for urban development and natural resource protection. Prioritizing unstable stream sites for restoration based on established watershed planning goals will result in better utilization of funding for restoration and maximizes the benefits gained.

The proposed project will help the City to meet both local and regional priorities for water quality improvement and protection. Locally, the City of Fayetteville adopted a Streamside Protection Ordinance in 2011 to accomplish several goals including: reduce pollutants in waterways, preserve flood capacity, and protect the integrity of natural resources. These goals and all technical details of the ordinance were researched by staff and went through an extensive public review and comment process. The ordinance establishes streamside protection zones along streams within the City with a drainage area of 100 acres or greater. City staff reviews development plans for compliance with the ordinance, answers questions from the public and educates City staff who work near streams. The riparian and streambank assessment will provide additional data needed to help with the Streamside Protection Ordinance.

The project also addresses regional priorities and local objectives associated with the Illinois River and Beaver Lake watersheds. Both watersheds 1) have impaired or 303 (d) listed streams

or stream segments that are in need of additional data, with siltation/turbidity specified as the cause and surface erosion as the source; 2) are considered a priority by the ANRC for reducing nutrients. This project will provide scientific data and information to support actions that will reduce both sediment and nutrient loads. In addition, comprehensive watershed management plans have been developed and accepted by US EPA and include goals for water quality protection through restoration and protection of riparian buffers and streambanks.

3. Outputs, Outcomes, and Results

i. Outputs: The expected environmental outputs are 1) Identification , for 20 miles of urban streams, a) sites needing streambank and riparian restoration, including wetland enhancement and b) areas of stream corridor that have unique environmental attributes, such as healthy riparian forest, wetlands, springs, and/or prairie; 2) Criteria for prioritizing sites for restoration or preservation; 3) Maps showing prioritized sites for restoration or preservation to be used as a planning tool for the City and local watershed planning; 4) A set of streambank erosion prediction curves to be used at sites without erosion data; 5) Estimates of annual loading rates of sediment, T. Phosphorus, and T. Nitrogen from streambank erosion within the 20 miles of surveyed channel; and 6) Comparison of channel dimensions and summary of vegetation and maintenance at three existing urban restorations.

ii. Outcomes: The expected environmental outcomes are 1) Improve the decision making ability of the City and watershed planners in conducting restoration of streams, wetlands, and riparian areas within the City; preservation of healthy streams, wetlands, and other natural features with respect to urban development; and reduction of sediment and nutrients from streambank erosion to improve water quality within the Illinois River and Beaver Lake watersheds; 2) Integrate the City's efforts of restoration and preservation of urban streams and wetlands into local watershed planning; 3) Have available for the City and watershed planners

both prioritization criteria and the data/information needed to estimate contaminant loadings for the evaluation of other areas within the City; 4) Improve the ability of City staff to implement the Streamside Protection Ordinance through the data and information collected; 5) Increase understanding of City's maintenance staff and volunteers on the importance of urban streams, wetlands, water quality, native vegetation management, and maintenance at three existing urban stream restoration sites; 6) Improved stream, riparian area, and wetland protection efforts; 7) Increase understanding of healthy streams and wetland condition.

iii. Link to the EPA Strategic Plan: These outputs and outcomes are directly linked to the EPA Strategic Plan's Goal 2 – Protecting America's Water because data will be collected and analyzed to provide information on the condition of streams and wetlands to local & state government and watershed planners to restore and protect urban natural resources. This information will be used to prevent the destruction of healthy sections of stream and wetlands from urban development. Restoration efforts will be based on the results of this study, which emphasizes maximizing sediment and nutrient load reductions from streambank erosion to improve the water quality of streams within the Illinois River and Beaver Lake watersheds.

iv. Tracking Outputs and Outcomes: The seven outputs will be direct deliverables associated with the project and completed during the timeframe of the project. City engineering staff will document the City's use of the project information in the manner described in outcomes 1-4). A form will be developed in which City staff will complete whenever considering the information provided in evaluating planned development both private and municipal, interaction with local watershed groups, and implementing the streamside protection ordinance. A questionnaire will be developed and distributed to City staff and volunteers who provide assistance in monitoring and maintaining existing restoration sites as described in

Outcome 5). Outcomes 6-7) will be evaluated by recording the number of stream miles, wetland acres, and other natural features restored or preserved based on the results of this study.

4. Project Tasks The project tasks are summarized as follows:

Task 1: Development of Quality Assurance Project Plan (QAPP). A QAPP will be developed to assure that data collection activities result in quality data. The WCRC will be responsible for this task. ***Deliverable: EPA Approved QAPP***

Task 2: Conduct Inventory of Riparian, Streambank, Wetland, and other Natural Features.

Under this task, 1) In addition to the main stems of Owl, Hamestring, and Clabber Creeks, stream(s) will be identified to be included in the inventory and assessment; landowner access permission will be determined or obtained; 2) An inventory of riparian and streambank conditions for 20 miles of urban stream will be conducted that includes the following components: a) Information on the riparian area including presence of wetland features, springs, prairie, forest coverage, and vegetation composition; b) streambanks showing signs of accelerated erosion will be evaluated for their erosion potential using the Bank Erosion Hazard Index (BEHI) method and for Near Bank Shear Stress (NBSS); c) physical measurements of streambank height and length will be performed; d) the width of the riparian area will be evaluated using GIS. The WCRC will be responsible for Task 2 except the applicant will assist with identifying additional areas to include in the assessment and obtaining landowner permission where necessary. ***Deliverables: A summary of the inventory results with maps.***

Task 3: Develop streambank erosion prediction curves and estimate sediment loads from eroding streambanks. Under this task 1) Select a minimum of 24 sites for evaluation of lateral streambank erosion rates based on the results of the inventory, install toe pins, and measure bank profiles; 2) Characterize streambank materials through sampling and analysis; 3) Following one year, measure bank profiles again; evaluate flow conditions to determine if measurements need

to be collected again; 4) Develop erosion prediction curves; 5) Estimate sediment and nutrient loads from streambanks. The WCRC will be responsible for this task. **Deliverables:** *Maps showing erosion potential for streambanks; streambank erosion prediction curves for City of Fayetteville tributaries; estimates of sediment and nutrient loads resulting from streambank erosion and at restoration sites.*

Task 4: Develop and Implement Criteria for Prioritizing Sites for Restoration or

Preservation. Activities include 1) Criteria for preservation of riparian areas associated with wetland features, prairies, and/or stable streams will be developed and applied; 2) Criteria for prioritizing the restoration of unstable streambanks will be developed and applied. **Deliverables:** *Mapping products showing prioritized sites and summary of problems and/or natural attributes.*

Task 5: Integrate Study Results into City Engineering/Planning and Monitor and Maintain

Existing Restoration Sites. Activities include 1) coordinate with City Engineering & Planning staff to develop strategies for utilizing study results to a) assist with activities associated with the streamside protection ordinance; b) evaluate urban development proposals; and c) seek and budget funding for restoration; and d) develop incentives for preservation; 2) At three existing stream restoration sites a) collect stream assessment data to determine if restoration is meeting project goals and objectives; b) conduct needed maintenance associated with vegetation and hydrology. The applicant and the WCRC will work on these tasks together. **Deliverables:** *Summary of strategies developed and monitoring and maintenance results.*

Task 6: Technology Transfer and Outreach. Under this task 1) work with local watershed

groups and planners to incorporate assessment information into watershed management efforts; 2) incorporate project information into local and regional workshops, meetings, conferences and/or courses attended by city planners, local decision makers, and/or environmental professionals; and 3) work with City staff and volunteers to remove invasive plants at existing

stream restoration sites a minimum of two times each at three sites. The applicant and the WCRC will be responsible. *Deliverables: Outreach activities summary*

Task 7: Administrative and Reporting. The applicant will provide project oversight and develop 1) quarterly reports and 2) a final report. *Deliverables: Quarterly and Final Reports*

5. Partnership Information – In addition to the partnership between the City and WCRC, the following organizations have agreed to participate as partners and provide assistance:

Fayetteville Natural Heritage Commission will provide information on their green infrastructure study and input on the prioritization of sites for preservation.

Beaver Lake Watershed Alliance will assist in transferring information and results to their watershed planning team and to other watershed groups. They will also assist coordinating volunteers for removing invasive vegetation from existing restoration sites.

Illinois River Watershed Partnership will assist with transferring information and results to their watershed planning team and coordination of volunteers for invasive plant removal.

Arkansas Natural Resource Commission will assist with transferring project information and results to the Arkansas Multi Agency Wetland Planning Team.

Letters of support can be found in Section F, Att. 2.

6. Milestone Schedule

Milestone/Task	Start Date	End Date	Product
1: Develop QAPP	11/01/13	01/30/14	Approved QAPP
2: Conduct Inventory			
1) Finalize Site Selection	12/01/13	01/15/14	Area/watershed map
2) Conduct Inventory	02/01/14	05/31/14	Inventory results
3: Develop Streambank Erosion Prediction Curves/Estimate Loads			
1) Select Streambanks/Monitoring	05/31/14	07/31/14	Map of selected locations

2) Install Toe Pins/Measure Bank Profiles/Conduct BEHI/NBSS	08/01/14	10/31/14	Summary of data collected
3) Follow-up Measurements	09/01/15	10/31/15	Summary of erosion rates
4) Sample/analyze bank materials	10/31/14	09/01/15	Results of Analysis
5) Create plot of curves	11/01/15	01/15/16	Prediction Curves
6) Estimate sediment & nutrient loads	01/16/16	02/28/16	Summary of loadings
4: Prioritization Criteria			
1) Riparian Preservation	11/01/14	10/31/15	Map of sites prioritized
2) Stream & Wetland Restoration	10/31/15	06/30/16	Map of sites prioritized
5: Integration of Study Results & Monitoring & Maintenance	02/01/14	10/31/16	Summary of Strategies and Monitoring/Maintenance
6: Outreach	04/30/14	09/30/16	Summary of activities
7. Reporting - Quarterly Report	01/31/14	10/31/16	Progress report
Final Report	08/15/16	10/31/16	Final report

7. Detailed Budget Workplan: If the applicant receives an award, the sub-award/sub-grant will be properly awarded consistent with the applicable regulations in 40 CFR Parts 30 or 31. The applicant will also follow all appropriate procurement standards as required by EPA. The overall project budget is summarized in the table below. The award recipient will administer the grant and procure services. The sub-award recipient, the WCRC, will execute major project tasks associated with this proposal, because of their unique expertise in the area of natural resource inventories, watershed assessment, streambank erosion monitoring and material sampling and analysis, and development of streambank prediction curves. Their budget is shown on line “h. Other: WCRC” in the budget table below. The primary responsibilities of the WCRC are outlined in Section B.4. The contract services include procurement of wetland and native plant expertise (\$15,000) and analysis of streambank material samples (\$3,000).

The federal, non-federal, and total cost for each project task identified in Section B.4 are as follows: Task 1. Develop QAPP (F-\$3,000, NF-\$1,000 T-\$4,000); Task 2. Resource Inventory

(F-\$25,000, NF-\$19,000, T-\$44,000); Task 3.Develop Prediction Curves (F-\$65,000, NF-\$10,840, T-\$75,840); Task 4.Develop and Implement Prioritization Criteria (F-\$10,000, NF-\$5,000, T-\$15,000); Task 5.Intergrate Study Results (F-\$20,000, NF-\$5,000, T-\$25,000); Task 6.Technology Transfer (F-\$10,000, NF-\$5,000, T-\$15,000); and Task 7.Administrative and Reporting (F-\$10,000, NF-\$5,000, T-\$15,000).

Object Class Cat.	<i>Project Budget</i>		
	Federal	Non- Federal	Total
a. Personnel	\$0	\$19,458	\$19,458
b. Fringe	\$0	\$6,382	\$6,382
c. Travel	\$2,976	\$0	\$2,976
d. Equipment	\$0	\$0	\$0
e. Supplies	\$0	\$0	\$0
f. Contract	\$18,388	\$0	\$18,388
g. Construction	\$0	\$0	\$0
h. Other: WCRC (see table below)	\$121,136	\$25,000	\$146,136
i. Total Direct	\$142,500	\$50,840	\$193,340
j. Indirect	\$0	\$0	\$0
k. Totals	\$142,500	\$50,840	\$193,340

The applicant is providing the in-kind match and cash match (\$25,000) to successfully complete tasks described in Section B.4.

A breakdown of the WCRC budget, which is part of the total project cost of \$193,340, is shown in the table below. Travel expenses will be used to complete the Section B.4 tasks and to attend professional meetings related to the scope of the work being performed. Supplies include; Computer

	<i>Other: WCRC Budget (included in the total project cost of \$193,340)</i>		
Object Class Cat.	Federal	Non- Federal	Total
a. Personnel	\$55,000	\$11,000	\$66,000
b. Fringe	\$21,835	\$4,367	\$26,202
c. Travel	\$6,000	\$3,000	\$9,000
d. Equipment	\$0	\$0	\$0
e. Supplies	\$9,035	\$780	\$9,815
f. Contract	\$0	\$0	\$0
g. Construction	\$0	\$0	\$0
h. Other:	\$0	\$0	\$0
i. Total Direct	\$91,870	\$19,147	\$111,017
j. Indirect	\$29,266	\$5,853	\$35,119
k. Totals	\$121,136	\$25,000	\$146,136

Workstation (\$1,500), Laptop Computer (\$1,500), Surveying Supplies (\$1,000), ArcMap software license (\$2,000), Project maintenance materials including native plant seed and erosion control fabric (2,000), and rental of machinery to implement prescribed maintenance activities (\$1,035). Indirect costs are based on a negotiated rate the WCRC has established with the Department of the Interior.

8. Restoration Demonstration Project Information – N/A

9. Programmatic Capability/ Technical Experience/ Qualifications

The following staff will have primary roles and responsibilities in implementing this project.

Sarah Wrede, City of Fayetteville, Engineering Division – As Project Coordinator, she will coordinate activities within City Divisions and with the WCRC, oversee the budget, assist with

integration of the study results into City activities, and project reporting. **Chris Brown, City Engineer for Fayetteville** – will be responsible for transferring the assessment information to the engineering, planning, and transportation departments. **Sandi Formica, WCRC** – As Project Manager, she will be responsible for the implementation of tasks; overall project management including overseeing the assessment; working with project partners to integrate results into watershed planning. **Mathew Van Eps, P.E., WCRC** – As Project Engineer, he will be responsible for overseeing the field work, data collection, and data analysis.

Applicant’s Experience – The **City of Fayetteville** has been acknowledged for its environmental awareness for many years. The City is currently recognized as leading the State of Arkansas in sustainability and green infrastructure policies. The City partnered with the WCRC on four stream and streambank restoration projects that have been successfully implemented using the natural channel design approach. These projects included evaluating streambank erosion and creating or enhancing wetland areas. Fact sheets describing these projects can be found in Section F, Att. 3. The current administration has expressed interest and support in establishing more native grasses in the City’s parks to reduce maintenance and enhance the natural settings. Additionally, the City has recently developed a city-wide phosphorus reduction plan and has restored a section of stream at Red Oak Park with the Arkansas Game and Fish Commission. The **Watershed Conservation Resource Center (WCRC)** is a 501(c) (3) non-profit organization whose mission is to protect, conserve, and restore natural resources. The co-founders and principals of the WCRC, Sandi J. Formica and Matthew Van Eps, have extensive backgrounds and are leading regional experts in watershed management, watershed assessment, stream stability analysis, natural channel restoration design and the utilization of GIS for inventory and evaluation of natural resource condition. The WCRC provides specialized assistance concerning watershed resource issues to a variety of organizations including; watershed groups; local, state

and federal governments; non-profit organizations; conservation districts; and other entities that request assistance. The staff has a broad range of experience with the watershed approach and has spent many years working throughout Arkansas on a variety of watershed issues. The WCRC is housed in Fayetteville, Arkansas. They have completed five stream and streambank restoration projects in the past five years and continue to monitor these projects. All of the projects include riparian, streambank erosion, and sediment/nutrient loading analyses. Fact sheets describing these projects can be found in Section F, Att. 3. A summary describing the WCRC and brief synopsis of Sandi Formica & Matt Van Eps experience along with City staff resumes can be found in can found in Section F, Att. 4.

10. Transfer of Results: Project results will be presented to key City staff personnel and meetings will be held to develop strategies to incorporate the information into current development review process and to find incentives for preservation. As part of the monitoring and maintenance of existing restoration sites, one-on-one training will be provided to City maintenance personnel and volunteers on healthy urban streams and wetlands and the removal of invasive vegetation. Events will be organized for volunteers to remove invasive vegetation. Project results will be presented to local watershed groups through local information meetings and will be incorporated into workshops, conferences and/or courses attended by city planners, local decision makers, and/or environmental professionals at both a local and regional scale.

Section C: Past Performance – The City in partnership with the WCRC has completed 95% of FY09 EPA Wetlands Program Development Grant to demonstrate the implementation of an urban stream restoration using natural channel design techniques and creating wetland areas. The 1600 ft project has been successful in enhancing habitat, stabilizing streambanks, and protecting City Park and private property during catastrophic flooding in 2011. The City has executed four EPA State and Tribal Assistance Grants (XP-966737-01-0; XP-976902-01-0; XP-

966062-01-1 and XP-966353-01-0) used for sanitary sewer line and manhole rehabilitation projects. Additionally, the City has executed three Outdoor Recreation Grants through the Arkansas Department of Parks and Tourism used for park development and improvements. All projects were successfully managed and completed within the established guidelines and timelines. All reporting requirements were met and projects resulted in satisfactory outcomes. The STAG projects resulted in reduced nutrients and reduced inflow/infiltration to the wastewater treatment system.

The WCRC has successfully completed the following EPA Section 319 grants administered under ANRC: Design and implement stream restoration using a natural channel design approach– 1200 ft Niokaska Creek at Gulley Park (2009), 1800 ft West Fork White River at Brentwood (2010), 1000 ft White River near Fayetteville (2011), and 1200 ft Mullins Creek at University of Arkansas Campus (2012). The WCRC successfully managed these projects and met all of the reporting requirements including developing a final report. Environmental outputs for all of these projects were the WCRC designed & implement a natural channel that reduced channel instability, reduced sediment and nutrient loads, and enhanced the aquatic/terrestrial habitat. Environmental outcomes were met- sediment, total phosphorus, and total nitrogen loadings were reduced by a minimum of 96%, 95%, and 94%, respectively. In 2010, the WCRC completed the EPA Agreement #AW832239-03, Mid-South Watershed Training Program in which the WCRC developed and conducted watershed-based training. The environmental output was seventeen training courses were conducted with over 700 students attending. Based on course evaluations, an outcome of over 80% of the participants found the course attended useful. A summary of WCRC projects can be found in Section F, Att. 4.

Section D: Quality Assurance / Quality Control -The applicant will be collecting environmental data and will submit a QAPP plan for review and approval. The applicant has an approved QA/QC plan.

Section E: Invasive Species Control - The applicant is not conducting activities that will result in introducing invasive species. Invasive vegetation will be removed as part of this project.

Section F: Attachments

- Attachment 1 – Project Map
- Attachment 2 – Letters of Support
- Attachment 3 – Fact Sheets on Stream Restoration Projects
- Attachment 4 – Qualifications



U.S. ENVIRONMENTAL PROTECTION AGENCY

Cooperative Agreement

GRANT NUMBER (FAIN): 00F74201	DATE OF AWARD 09/18/2013
MODIFICATION NUMBER: 0	
PROGRAM CODE: CD	
TYPE OF ACTION New	MAILING DATE 09/25/2013
PAYMENT METHOD:	ACH# 66890

RECIPIENT TYPE: Township	Send Payment Request to: Las Vegas Finance Center
------------------------------------	---

RECIPIENT: City of Fayetteville 113 West Mountain Street Fayetteville, AR 72701 EIN: 71-6018462	PAYEE: City of Fayetteville 113 West Mountain Street Fayetteville, AR 72701
--	---

PROJECT MANAGER Sarah Wrede 113 West Mountain Street Fayetteville, AR 72701 E-Mail: swrede@ci.fayetteville.ar.us Phone: (479) 575-8206	EPA PROJECT OFFICER Betty Ashley 1445 Ross Avenue, Suite 1200, 6WQ-AT Dallas, TX 75202-2733 E-Mail: Ashley.Betty@epamail.epa.gov Phone: 214-665-8396	EPA GRANT SPECIALIST Wendy Ross Grant Programs Section, 6MD-CG E-Mail: ross.wendy@epa.gov Phone: 214-665-7471
--	--	--

PROJECT TITLE AND DESCRIPTION
Inventory of Riparian & Streambank Conditions of Urban Streams
This project proposes to develop an inventory of the riparian and streambank conditions for 20 miles of urban streams and develop streambank erosion. The purpose is to: 1) Identify areas in need of restoration and preservation; 2) Develop criteria to prioritize; 3) Provide information to the City's Engineering and Planning Divisions to use when evaluating proposed development that could potentially impact streams, wetlands, and springs.

BUDGET PERIOD 11/01/2013 - 10/31/2016	PROJECT PERIOD 11/01/2013 - 10/31/2016	TOTAL BUDGET PERIOD COST \$193,340.00	TOTAL PROJECT PERIOD COST \$193,340.00
---	--	---	--

NOTICE OF AWARD

Based on your Application dated 06/11/2013 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$142,500. EPA agrees to cost-share 73.70% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$142,500. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS Grant Programs Section, 6MD-CG 1445 Ross Avenue, Suite 1200 Dallas, TX 75202-2733	ORGANIZATION / ADDRESS U.S. EPA, Region 6 Water Quality Protection Division 1445 Ross Avenue, Suite 1200 Dallas, TX 75202-2733

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official Donna Miller - Chief Grant Programs Section	DATE 09/18/2013
--	---------------------------

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 142,500	\$ 142,500
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 50,840	\$ 50,840
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 193,340	\$ 193,340

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.461 - Regional Wetlands Program Development Grants	Clean Water Act: Sec. 104(b)(3)	40 CFR PTS 31 & 35 SUBPT A

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	1306WA0012	13	E1	061K	202B07	4153			142,500
									142,500

Budget Summary Page: Wetland Program Development Grant

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$19,458
2. Fringe Benefits	\$6,382
3. Travel	\$2,976
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$18,388
7. Construction	\$0
8. Other	\$146,136
9. Total Direct Charges	\$193,340
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>26.30</u> % Federal <u>73.70</u> %.)	\$193,340
12. Total Approved Assistance Amount	\$142,500
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$142,500
15. Total EPA Amount Awarded To Date	\$142,500

Administrative Conditions

This Assistance Agreement is awarded in accordance with the **Federal Grants and Cooperative Agreement Act of 1977**. Areas of substantial EPA involvement, beyond the normal exercise of performance evaluation and program review, have been detailed in specific output objectives which resulted from negotiation between EPA and the recipient. These areas are included in the application for this award and have become a part of this Agreement.

1. The recipient covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this Agreement, in accordance with all applicable provisions of **40 CFR Chapter 1, Subchapter B**. The recipient warrants, represents, and agrees that it and all its contractors, employees and representatives, will comply with all APPLICABLE provisions of **40 CFR Chapter 1, Subchapter B, INCLUDING BUT NOT LIMITED TO** the provisions of **40 CFR Parts 31, 32, 33, 34 and 35**. This award may be reduced or terminated at such time the recipient fails to comply with the program objectives, grant award conditions, or Federal reporting requirements.
2. Recipient standards of administration, property management, procurement and financial management, as well as records and facilities of recipients, their contractors and subcontractors are subject to audit and inspection by the Comptroller General of the United States and the U.S. Environmental Protection Agency in accordance with Office of Management and Budget (OMB) Circulars A-87, A-102, or A-110, as appropriate, A-133 and 40 CFR Part 31. The recipient's standards governing procurement will be in accordance with 40 CFR, Part 31.36, Part 33 and OMB Circular A-102. The recipient shall maintain a financial management system which meets the requirements of 40 CFR Part 31.20.
3. The Federal share of allowable expenditures chargeable to this assistance project will be financed by the EPA AUTOMATED CLEARING HOUSE (EPA-ACH) PAYMENT SYSTEM or U.S. TREASURY AUTOMATED STANDARD APPLICATION FOR PAYMENTS (ASAP) SYSTEM.

The recipient will strictly adhere to the accounting and reporting procedures described in the EPA-ACH Recipient's Manual for the duration of the project. Three conditions should receive special attention:

- a. Cash drawdowns will be made only as actually needed for disbursements.
- b. **SPECIAL NOTE:** When a drawdown under the EPA-ACH Payment System occurs, the recipient must show the Assistance Agreement Number(s) under "Financial Data" on the EPA-ACH Payment Request Form. Requests for payment should be faxed to:

(702) 798-2423
Las Vegas Finance Center
Attention: Region 6 Financial Specialist

- c. The recipient will impose the same standards of timing and reporting on secondary recipients, if any.

4. UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements, contained in 40 CFR, Part 33.

FAIR SHARE OBJECTIVES, 40 CFR, Part 33, Subpart D

A recipient must negotiate with the appropriate EPA award official, or his/her designee, fair share objectives for MBE and WBE (MBE/WBE) participation in procurement under the financial assistance agreements.

Accepting the Fair Share Objectives/Goals of Another Recipient

The dollar amount of this assistance agreement is \$250,000, or more; or the total dollar amount of all of the recipient's non-TAG assistance agreements from EPA in the current fiscal year is \$250,000, or more. The recipient accepts the applicable MBE/WBE fair share objectives/goals negotiated with EPA by the **Arkansas Department of Environmental Quality** as follows:

**MBE: CONSTRUCTION 2.97%; SUPPLIES 1.63%; SERVICES 1.74%;
EQUIPMENT 3.15%**
**WBE: CONSTRUCTION 2.59%; SUPPLIES 3.88%; SERVICES 6.21%;
EQUIPMENT 5.57%**

By signing this financial assistance agreement, the recipient is accepting the fair share objectives/goals stated above and attests to the fact that it is purchasing the same or similar construction, supplies, services and equipment, in the same or similar relevant geographic buying market as **Arkansas Department of Environmental Quality**.

Negotiating Fair Share Objectives/Goals, 40 CFR, Section 33.404

The recipient has the option to negotiate its own MBE/WBE fair share objectives/goals. If the recipient wishes to negotiate its own MBE/WBE fair share objectives/goals, the recipient agrees to submit proposed MBE/WBE objectives/goals based on an availability analysis, or disparity study, of qualified MBEs and WBEs in their relevant geographic buying market for construction, services, supplies and equipment.

The submission of proposed fair share goals with the supporting analysis or disparity study means that the recipient is **not** accepting the fair share objectives/goals of another recipient. The recipient agrees to submit proposed fair share objectives/goals, together with the supporting availability analysis or disparity study, to the Regional MBE/WBE

Coordinator within 120 days of its acceptance of the financial assistance award. EPA will respond to the proposed fair share objective/goals within 30 days of receiving the submission. If proposed fair share objective/goals are not received within the 120 day time frame, the recipient may not expend its EPA funds for procurements until the proposed fair share objective/goals are submitted.

SIX GOOD FAITH EFFORTS, 40 CFR, Part 33, Subpart C

Pursuant to 40 CFR, Section 33.301, the recipient agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to require that sub-recipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:

- (a) Require DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (b) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (d) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- (f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

MBE/WBE REPORTING, 40 CFR, Part 33, Sections 33.502 and 33.503

The recipient agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award, and continuing until the project is completed. **Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments.** The reports must be submitted **annually** for the period ending September 30th for:

40 CFR Part 30 Recipients (Non-profits and Institutions of Higher Education); and
40 CFR Part 35 Subpart A and Subpart B Recipients.

The reports are due within 30 days of the end of the annual reporting period (October 30th). Reports should be sent to Ms. Debora Bradford, Region 6 MBE/WBE Coordinator. Final MBE/WBE reports must be submitted within 90 days after the project period of the grant ends. Your grant cannot be officially closed without all MBE/WBE reports.

EPA Form 5700-52A may be obtained from the EPA Office of Small Business Program's Home Page on the Internet at www.epa.gov/osbp.

CONTRACT ADMINISTRATION PROVISIONS, 40 CFR, Section 33.302

The recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.

BIDDERS LIST, 40 CFR, Section 33.501(b) and (c)

Recipients of a Continuing Environmental Program Grant or other annual reporting grant, agree to create and maintain a bidders list. Recipients of an EPA financial assistance agreement to capitalize a revolving loan fund also agree to require entities receiving identified loans to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. Please see 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

5. The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html.

6. Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

7. The chief executive officer of this recipient agency shall ensure that no grant funds awarded under this assistance agreement are used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. The recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States or for lobbying or other political activities.

8. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

9. In accordance with OMB Circular A-133, which implements the single Audit Act, the recipient hereby agrees to obtain a single audit from an independent auditor if it expends \$500,000 or more in total Federal funds in any fiscal year. Within nine months after the end of a recipient's fiscal year or 30 days after receiving the report from the auditor, the recipient shall submit a copy of the SF-SAC and a Single Audit Report Package. **For fiscal periods 2002 to 2007 recipients are to submit hardcopy to the following address:**

Federal Audit Clearinghouse
1201 East 10th Street
Jeffersonville, IN 47132

For fiscal periods 2008 and beyond the recipient MUST submit a copy of the SF-SAC and a Single Audit Report Package, using the Federal Audit Clearinghouse's Internet Data Entry System. Complete information on how to accomplish the 2008 and beyond Single Audit Submissions you will need to visit the Federal Audit Clearinghouse Web site:
<http://harvester.census.gov/fac/>

10. In accordance with the polices set forth in EPA Order 1000.25 and Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management (January 24, 2007), the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

11. National Term and Condition for Subawards

a. The recipient agrees to:

- (1) Establish all subaward agreements in writing;
- (2) Maintain primary responsibility for ensuring successful completion of the EPA-approved project (this responsibility cannot be delegated or transferred to a subrecipient);
- (3) Ensure that any subawards comply with the standards in Section 210(a)-(d) of OMB Circular A-133 and are not used to acquire commercial goods or services for the recipient;
- (4) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
- (5) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
- (6) Monitor the performance of their recipients and ensure that they comply with all

applicable regulations, statutes, and terms and conditions which flow down in the subaward;

- (7) Obtain EPA's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
 - (8) Obtain approval from EPA for any new subaward work that is not outlined in the approved work plan in accordance with 40 CFR Parts 30.25 and 31.30, as applicable.
- b. Any questions about subrecipient eligibility or other issues pertaining to subawards should be addressed to the recipient's EPA Project Officer. Additional information regarding subawards may be found at <http://www.epa.gov/ogd/guide/subaward-policy-part-2.pdf>. Guidance for distinguishing between vendor and subrecipient relationships and ensuring compliance with Section 210(a)-(d) of OMB Circular A-133 can be found at <http://www.epa.gov/ogd/guide/subawards-appendix-b.pdf> and <http://www.whitehouse.gov/omb/circulars/a133/a133.html>.
- c. The recipient is responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.
12. Recipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipients may access the Excluded Parties List System at <http://www.epls.gov>. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

13. To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:
- a. We, as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity: (1) is determined to have violated an applicable prohibition in the Prohibition Statement below; or (2) has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either: (a) associated with performance under this award; or (b) imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 1532. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in the Prohibition Statement below.
 - b. Our right to terminate unilaterally that is described in paragraph a of this award term: (1) implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and (2) is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and

subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

14. Pursuant to 40 CFR 31.41(b) and 31.50(b), EPA recipients shall submit an interim Federal Financial Report (SF-425) to EPA no later than 90 calendar days following the end of the reporting quarter.

The following reporting period end dates shall be used for interim reports: 3/31, 6/30, 9/30, or 12/31.

At the end of the project, the recipient must submit a final Federal Financial Report to EPA no later than 90 calendar days after the end of the project period. The form is available on the internet at <http://www.epa.gov/ocfo/financeservices/forms.htm>. All FFRs must be submitted to the Las Vegas Finance Center: US EPA, LVFC, PO Box 98515, Las Vegas, NV 89193, or by Fax to: 702-798-2423.

The LVFC will make adjustments, as necessary, to obligated funds after reviewing and accepting a final Federal Financial Report. Recipients will be notified and instructed by EPA if they must complete any additional forms for the closeout of the assistance agreement.

EPA may take enforcement actions in accordance with 40 CFR 31.43 if the recipient does not comply with this term and condition.

15. Based on your Application dated 06/11/2013 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$142,500. EPA agrees to cost share 73.70% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$142,500. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.

16. EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2013, the limit is \$596.00 per day and \$74.50 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provide the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b).

17. EPA's financial obligations to the recipient are limited by the amount of federal funding awarded to date as shown on line 15 in its EPA approved budget. If the recipient incurs costs in anticipation of receiving additional funds from EPA, it does so at its own risk.

18. CIVIL RIGHTS OBLIGATIONS

GENERAL - This term and condition incorporates by reference the signed assurance provided by the recipient's authorized representative on: 1) EPA Form 4700-4, "Preaward Compliance Review Report for All Applicants and Recipients Requesting EPA Financial Assistance"; and 2) Standard Form 424B or Standard Form 424D, as applicable. These assurances and this term and condition obligate the recipient to comply fully with applicable civil rights statutes and implementing EPA regulations.

STATUTORY REQUIREMENTS

In carrying out this agreement, the recipient must comply with:

- Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP), by entities receiving Federal financial assistance.
- Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities by entities receiving Federal financial assistance; and
- The Age Discrimination Act of 1975, which prohibits age discrimination by entities receiving Federal financial assistance.

If the recipient is conducting an education program under this agreement, it must also comply with:

- Title IX of the Education Amendments of 1972, which prohibits discrimination on the basis of sex in education programs and activities operated by entities receiving Federal financial assistance.

If this agreement is funded with financial assistance under the Clean Water Act (CWA), the recipient must also comply with:

- Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex in CWA-funded programs or activities.

REGULATORY REQUIREMENTS

The recipient agrees to comply with all applicable EPA civil rights regulations, including:

- For Title IX obligations, 40 C.F.R. Part 5; and
- For Title VI, Section 504, Age Discrimination Act, and Section 13 obligations, 40 C.F.R.

Part 7.

- As noted on the EPA Form 4700-4 signed by the recipient's authorized representative, these regulations establish specific requirements including maintaining compliance information, establishing grievance procedures, designating a Civil Rights Coordinator, and providing notices of non-discrimination.

TITLE VI – LEP, Public Participation and Affirmative Compliance Obligation

- As a recipient of EPA financial assistance, you are required by Title VI of the Civil Rights Act to provide meaningful access to LEP individuals. In implementing that requirement, the recipient agrees to use as a guide the Office of Civil Rights (OCR) document entitled "*Guidance to Environmental Protection Agency Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons.*" The guidance can be found at http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=2004_register&docid=fr25jn04-79.pdf
- If the recipient is administering permitting programs under this agreement, the recipient agrees to use as a guide OCR's Title VI Public Involvement Guidance for EPA Assistance Recipients Administering Environmental Permitting Programs. The Guidance can be found at <http://edocket.access.gpo.gov/2006/pdf/06-2691.pdf>.
- In accepting this assistance agreement, the recipient acknowledges it has an affirmative obligation to implement effective Title VI compliance programs and ensure that its actions do not involve discriminatory treatment and do not have discriminatory effects even when facially neutral. The recipient must be prepared to demonstrate to EPA that such compliance programs exist and are being implemented or to otherwise demonstrate how it is meeting its Title VI obligations.

19. Payment Methods

a. The Debt Collection Improvement Act of 1996 requires that Federal payments be made by electronic funds transfer. In order to comply with the Act, a recipient must receive payments via one of two electronic methods available to them:

Automated Standard Application for Payments (ASAP)

The ASAP system is the preferred method of payment for EPA grantees. ASAP enrollment is highly encouraged for organizations that have multiple grants/cooperative agreements and for those with a frequent need to request funds. If your organization uses multiple bank accounts for EPA grants/cooperative agreements, you must enroll in ASAP. If you are interested in receiving funds electronically via ASAP, please complete the ASAP Initiate Enrollment form located at <http://www.epa.gov/ocfo/finservices/forms.htm> and email it to LVFC-grants@epa.gov or fax it to LVFC at 702-798-2423

Under this payment mechanism, the Recipient initiates, via ASAP, an electronic payment request which is approved or rejected based on the amount of available funds authorized by EPA in the Recipient's

account. Approved funds are credited to the recipient organization at the financial institution identified on the recipient's ASAP enrollment application. Additional information concerning ASAP and enrollment can be obtained by contacting the EPA Las Vegas Finance Center, at (702) 798-2485, or by visiting www.fms.treas.gov/asap.

Electronic Funds Transfer (EFT)

Under this payment mechanism, the EPA Las Vegas Finance Center will obtain your organization's banking information from your System for Award Management (SAM) registration. Upon completion of required Regional training, a Las Vegas Finance Center Representative will send you an email message with your EFT Control Number and payment information. Additional information concerning EFT can be obtained by contacting the EPA Las Vegas Finance Center at (702) 798-2485, or by visiting <http://www.epa.gov/ocfo/finervices/payinfo.htm>

NOTE: If your banking information is not correct or changes at any time prior to the end of your agreement, please update your SAM registration and notify the EPA Las Vegas Finance Center as soon as possible so the new banking information can be retrieved. This is vital to ensure proper and timely deposit of funds.

b. In accepting this assistance agreement, the recipient agrees to draw cash only as needed for its disbursement. Failure on the part of the recipient to comply with this condition may cause the undisbursed portions of the assistance agreement to be revoked and financing method changed to a reimbursable basis.

20. Central Contractor Registration/System for Award Management and Universal Identifier Requirements.

A. Requirement for Central Contractor Registration (CCR)/System for Award Management (SAM). Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

B. Requirement for Data Universal Numbering System (DUNS) numbers. If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (see definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.

2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

C. Definitions. For purposes of this award term:

1. Central Contractor Registration (CCR)/System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about

registration procedures may be found at the System for Award Management (SAM) Internet site <http://www.sam.gov>.

2. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).

3. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:

- a. A Governmental organization, which is a State, local government, or Indian tribe;
- b. A foreign public entity;
- c. A domestic or foreign nonprofit organization;
- d. A domestic or foreign for-profit organization; and
- e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. Subaward:

- a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
- c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. Subrecipient means an entity that:

- a. Receives a subaward from you under this award; and
- b. Is accountable to you for the use of the Federal funds provided by the

subaward.

21. Reporting Subawards and Executive Compensation.

a. Reporting of first-tier subawards.

1. Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e of this award term).

2. Where and when to report.

- i. You must report each obligating action described in paragraph

a.1. of this award term to www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. What to report. You must report the information about each obligating action that the submission instructions posted at www.fsrs.gov specify.

b. Reporting Total Compensation of Recipient Executives.

1. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if --

i. the total Federal funding authorized to date under this award is \$25,000 or more;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration Central Contractor Registration/System for Award Management profile available at www.sam.gov.

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. Reporting of Total Compensation of Subrecipient Executives.

1. Applicability and what to report. Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if --

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from

Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
(B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. subawards,
and
- ii. the total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this award term:

1. Entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. Executive means officers, managing partners, or any other employees in management positions.

3. Subaward:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. --.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. Subrecipient means an entity that:

i. Receives a subaward from you (the recipient) under this award;
and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

i. *Salary and bonus* .

ii. *Awards of stock, stock options, and stock appreciation rights* . Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. *Earnings for services under non-equity incentive plans* . This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.

v. *Above-market earnings on deferred compensation which is not tax-qualified* .

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

22. QUALITY MANAGEMENT PLAN (QMP) - The recipient will submit an update or revision of the Quality Management Plan annually to the Region Quality Assurance Manager (6MD) for approval, or a certification that the plan is current, and include a copy of the recipient's new approval pages for the QMP.

23. QUALITY ASSURANCE PROJECT PLAN (QAPP) - Sixty days prior to the initiation of any environmental measurements or data generation, the recipient shall submit to the EPA Project Officer, for review and approval, a written Quality Assurance Project Plan (QAPP) for this grant project. The QAPP shall comply with the guidelines specified in the document entitled "EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations",

EPA QA/R5. If any change is required after EPA approval, the recipient must notify the Project Officer **immediately** and request approval for the change prior to implementation. At the end of each Federal Fiscal Year, September 30, the grantee shall certify in writing to the EPA Project Officer that the QAPP is current, and include a copy of the recipient's new approval pages for the QAPP.

Any costs for environmental measurements or data generation incurred prior to approval of the Quality Assurance Project Plan by the EPA Project Officer will be ineligible for reimbursement.

Programmatic Conditions

- 1. Project Management:** Project management and execution will be very closely monitored by EPA representatives throughout the assistance agreement's project and budget periods. Effective implementation of the scope of work involves a jointly supported strong, ongoing collaboration between the recipient and EPA. Technical assistance and coordination will be routine. EPA and the recipient will maintain a continuous dialogue for the rapid identification, solution, and escalation of problems to top level managers. In addition, EPA representatives will be working with the recipient to achieve the potential environmental outcomes.
- 2. Progress Reporting Condition:** Performance Reports must adequately address progress in achieving agreed-upon project/ program outputs and environmental outcomes. Progress reports must be submitted semi-annually. The Reports must adequately address progress in achieving agreed-upon project/program outputs and environmental outcomes.
- 3. Sufficient Progress:** EPA may terminate the assistance agreement for failure of the recipient to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the work plan in conjunction with the milestone schedule, the time remaining for performance within the project period, and/or the availability of funds necessary to complete the project.
- 4. Quality Assurance Project Plan (QAPP):** Sixty days prior to the initiation of any environmental measurements or data generation, the recipient shall submit to the EPA Project Officer, for review and approval, a written Quality Assurance Project Plan for this grant project. The Quality Assurance Project Plan shall comply with the guidelines specified in the document entitled "EPA Requirements for Quality Assurance Project Plans for Environmental Data Operations," EPA QA/R5. If any change is required after EPA approval, the recipient must notify the Project Officer **immediately** and request approval for the change **prior to implementation**. At the end of each Federal Fiscal Year, September 30, the grantee shall certify in writing to the EPA Project Officer that the Quality Assurance Project Plan is current, and include a copy of the recipient's new approval pages for the Quality Assurance Project Plan.
- 5. Subawards:** The State must assure that project subawards include a provision that

any management practices implemented for the project be properly operated and maintained for an appropriate number of years.

6. Food/Refreshment condition: Unless the event(s) and all of its components (i.e., receptions, banquets and other activities that take place after normal business hours) are described in the approved workplan, the recipient agrees to obtain prior approval from EPA for the use of grant funds for light refreshments and/or meals served at meetings, conferences, training workshops, and outreach activities (events). The recipient must send requests for approval to the EPA Project Officer and include:

- (1) An estimated budget and description for the light refreshments, meals, and/or beverages to be served at the event(s);
- (2) A description of the purpose, agenda, location, length and timing for the event.
- (3) An estimated number of participants in the event and a description of their roles.

Recipients may address questions about whether costs for light refreshments, and meals for events are allowable to the recipient's EPA Project Officer. However, the Agency Award Official or Grant Management Officer will make final determinations on allow ability. Agency policy prohibits the use of EPA funds for receptions, banquets and similar activities that take place after normal business hours unless the recipient has provided a justification that has been expressly approved by EPA's Award Official or Grants Management Officer.

Note: U.S. General Services Administration regulations define light refreshments for morning, afternoon or evening breaks to include, but not be limited to, coffee, tea, milk, juice, soft drinks, donuts, bagels, fruit, pretzels, cookies, chips, or muffins. (41 CFR 301-74.11)

7. Electronic and Information Technology Accessibility: Recipients and subrecipients are subject to the program accessibility provisions of Section 504 of the Rehabilitation Act, codified in 40 CFR Part 7, which includes an obligation to provide individuals with disabilities reasonable accommodations and an equal and effective opportunity to benefit from or participate in a program, including those offered through electronic and information technology ("EIT"). In compliance with Section 504, Electronic Information Technology systems or products funded by this award must be designed to meet the diverse needs of users (e.g., U.S. public, recipient personnel) without barriers or diminished function or quality. Systems shall include usability features or functions that accommodate the needs of persons with disabilities, including those who use assertive technology. At this time, the EPA will consider a recipient's websites, interactive tools, and other Electronic Information Technology as being in compliance with Section 504 if such technologies meet standards established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194. While Section 508 does not apply directly to grant recipients, we encourage recipients to follow either the 508 guidelines or other comparable guidelines that concern accessibility to Electronic Information Technology for individuals with disabilities. Recipients may wish to consult the latest Section 508 guidelines issued by the US Access Board or W3C's Web Content Accessibility Guidelines (WCAG) 2.0(see <http://www.access-board.gov/sec508/guide/index.htm>).

RESOLUTION NO. 126-13

A RESOLUTION APPROVING APPLICATION FOR AN EPA REGION 6 WETLAND PROGRAM DEVELOPMENT GRANT IN AN AMOUNT UP TO \$132,500.00 FOR AN ASSESSMENT OF CITY STREAMS

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby approves applying for an EPA Region 6 Wetland Program Development Grant in an amount up to \$132,500.00 for an assessment of City streams.

PASSED and APPROVED this 4th day of June, 2013.

APPROVED:

ATTEST:

By: 
LIONELD JORDAN, Mayor

By: 
SONDRA E. SMITH, City Clerk/Treasurer



ORDINANCE NO. 5645

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A FIVE YEAR MEMORANDUM OF UNDERSTANDING WITH THE WATERSHED CONSERVATION RESOURCE CENTER TO JOINTLY SEEK FUNDING AND USE SUCH FUNDING TO DESIGN AND CONSTRUCT STREAM RESTORATION PROJECTS

WHEREAS, the City of Fayetteville has long worked with the Watershed Conservation Resource Center (WCRC) and funded quality stream restoration projects successfully completed by the Center; and

WHEREAS, the provisions of the attached Memorandum of Understanding meet the City of Fayetteville's need for continuing stream restoration projects at little or no cost to the City; and

WHEREAS, the Watershed Conservation Resource Center can efficiently and effectively provide this service at a significant savings to the citizens of Fayetteville.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a Memorandum of Understanding (marked as Exhibit "A" attached hereto and made a part hereof) between the City of Fayetteville, Arkansas and the Watershed Conservation Resource Center to jointly seek funding and use such funding to design and construct stream restoration projects and authorizes Mayor Jordan to sign such Memorandum.

PASSED and APPROVED this 7th day of January, 2014.

APPROVED:

ATTEST:

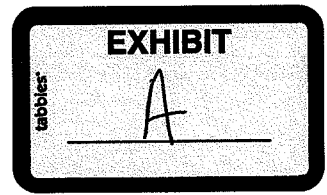
By:


LIONEL D. JORDAN, Mayor

By:


SONDRA E. SMITH, City Clerk/Treasurer





MEMORANDUM OF UNDERSTANDING

Between

Watershed Conservation Resource Center

And

City of Fayetteville

This Memorandum of Understanding (MOU) is entered into and executed on the date indicated below the signature block, by and between the Watershed Conservation Resource Center, hereinafter referred to as WCRC, and the CITY OF FAYETTEVILLE.

A. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation between the WCRC and the CITY OF FAYETTEVILLE to 1) seek funding and conduct stream restoration projects to achieve the common goal of restoring unstable sections of streams to a morphologically stable form utilizing a natural channel design approach and 2) to work together on nonpoint source (NPS) related issues associated with reducing nutrients and improving riparian and other natural areas. Innovative approaches will be used in designing and implementing stream restorations that will result in improved water quality of the City's watersheds and will address severe streambank erosion, while restoring aquatic and terrestrial habitat and maintaining a sustainable, natural hydrology. Such cooperation will serve the parties' mutual interest.

B. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

The WCRC is a nonprofit organization that strives to protect, conserve, and restore natural resources by utilizing the watershed approach, conducting environmental outreach, and providing planning and technical assistance to landowners, communities, and government. The WCRC principals are regional experts and local leaders in implementing natural channel design-based stream restorations that meet multiple local and regional objectives relating to river channel instability, water quality, and ecological services. This MOU is of benefit to the CITY OF FAYETTEVILLE because these activities will help to meet the objectives of the City's Nutrient Reduction Plan and will lead to both aquatic and terrestrial habitat restoration, improved water quality in the form of both phosphorus and sediment reductions, reduced streambank erosion, and improve aesthetics of local streams and rivers. This effort will also help to promote the use of alternatives to traditional channel modifications in both urbanizing and rural areas.

The WCRC and the CITY OF FAYETTEVILLE partnered and have obtained several grants for restoring streams within the City and surrounding areas and for assessing streams for stability and contaminant reduction. These projects have brought over \$2,300,000 to the City for water quality and other environmental improvements and have helped to create local partnerships and outreach opportunities in the areas of river restoration, riparian enhancement, and watershed planning. Four stream and streambank restoration projects have been implemented that have resulted in over 4000 tons of sediment and 3,700 lbs of total phosphorus reductions, annually from streambank erosion, restored both aquatic and terrestrial habitat, protected City

infrastructure, and improved aesthetics of City Parks and other properties. The WCRC currently has three active projects with the City and other partners to conduct more river restoration and assess urban streams and riparian areas to identify priority sites in need of restoration. In addition, the WCRC continues to monitor and maintain the four implemented stream restoration sites.

C. FEES AND PAYMENTS

No fee is associated with this MOU. As projects are identified by the City, a Task Order establishing the scope, fee, and payment terms for the project will be developed. The basis of this fee and justification for the fee shall be contained in an Appendix attached to each Task Order. Adjustment of the fee may be made should WCRC establish and the CITY OF FAYETTEVILLE agree that there has been, or is to be, a significant change in scope, complexity or character of the services to be performed; or if the CITY OF FAYETTEVILLE decides to shorten the duration of work from the time period specified in the Agreement for completion of work and such modification warrants such adjustment.

In consideration of the above premises, the parties agree as follows:

D. THE WCRC:

1. Shall seek funding opportunities for stream restoration projects and other projects related to reduction of non-point source pollution.
2. Upon approval of specific Task Orders by the Mayor or City Council, as required by the City's procurement requirements, shall provide the services detailed in each Task Order. Said tasks may include:
 - a. Identification of stream reaches that could benefit from stream restoration and prioritize, in streams within the City limits.
 - b. Estimation of phosphorous reduction that would be realized for each priority stream restoration project.
 - c. Assistance in developing grant applications for identified stream restorations and other non-point source pollution assessment projects.
 - d. Assistance to the CITY OF FAYETTEVILLE in addressing other NPS related issues.
3. Shall accomplish other specific tasks as detailed in each Task Order

E. THE CITY OF FAYETTEVILLE:

1. Shall coordinate all activities within the City of Fayetteville Divisions and Departments and between the CITY OF FAYETTEVILLE and the WCRC.
2. Shall assist with project activities and tasks.
3. Shall provide review and input into the final restoration designs.
4. Shall oversee activities and coordinate staff needed for implementation of the restoration designs.
5. Shall provide documentation of all project activities and associated matching funds.
6. Recognizes that their participation in stream restoration and NPS projects acquired is an integral component in carrying out a successful project that will result in improved water quality and habitat restoration.
7. Shall accomplish other specific tasks as detailed in each Task Order.

F. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

1. FREEDOM OF INFORMATION ACT (FOIA). CITY OF FAYETTEVILLE contract and documents prepared while performing city contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to the CITY OF FAYETTEVILLE, the WCRC will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. §25-19-101 et. seq.) Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance. Any information furnished to the WCRC under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

2. MODIFICATION. Modifications within the scope of the instrument shall be made by mutual consent of the parties. Changes, modifications, or amendments in scope (other than as specifically established in this MOU), price or fees to this agreement shall not be allowed without a prior formal contract amendment approved by the Mayor and/or the City Council in advance of the change in scope, cost or fees.

3. PARTICIPATION IN SIMILAR ACTIVITIES. This instrument in no way restricts the WCRC or the CITY OF FAYETTEVILLE from participating in similar activities with other public or private agencies, organizations, and individuals.

4. COMMENCEMENT/EXPIRATION DATE. The instrument is executed as of the date of the last signature and is effective for five years.

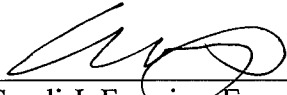
5. PRINCIPAL CONTACT. The principal contacts for this instrument are:

Sandi Formica, Executive Director
Watershed Conservation Resource Center
380 West Rock Street
Fayetteville, AR 72701
Office Phone: 479-444-1916
Cell Phone: 501-352-5252
Office Fax: 928-396-2546
E-mail: formica@watershedconservation.org

Chris Brown, P.E., City Engineer
City of Fayetteville
113 W. Mountain
Fayetteville, AR 72701
Phone: 479-575-8206
Fax: 479-575-8202
E-mail: cbrown@ci.fayetteville.ar.us

Sarah Wrede, E.I., Staff Engineer
City of Fayetteville
Phone: 479-575-8206
E-mail: swrede@ci.fayetteville.ar.us

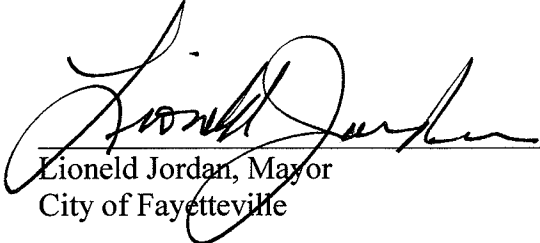
6. NONDISCRIMINATION. During the performance of this agreement, all parties will abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of age, race, color, religion, sex, national origin, or disability.

For S.E.


Sandi J. Formica, Executive Director
Watershed Conservation Resource Center

12/18/13

Date



Lioneld Jordan, Mayor
City of Fayetteville

1/9/14

Date

Sondra E. Smith

Sondra E. Smith, City Clerk/Treasurer
City of Fayetteville

01-09-14

Date



City of Fayetteville Item Review Form

2013-0244

Legistar File Number

1/7/2014

City Council Meeting Date - Agenda Item Only
N/A for Non-Agenda Item

Sarah Wrede

Submitted By

Development Services

Department

Action Required:

An ordinance to waive competitive bidding and to enter into a Memorandum of Understanding with the Watershed Conservation Resource Center to establish a general framework for cooperation to seek funding and conduct stream restoration projects and to work together on nonpoint source related issues.

Does this item have a cost? No

\$0.00
Cost of this request

\$0.00
Category or Project Budget

n/a
Program or Project Name

n/a
Account Number

\$0.00
Funds Used to Date

n/a
Program or Project Category

n/a
Project Number

\$0.00
Remaining Balance

n/a
Fund Name

Budgeted Item?

Budget Adjustment Attached? No

V20130812

Previous Ordinance or Resolution # _____

Original Contract Number: _____

Comments:

12-18-13 9:52 RCVD

dm



Paul A. Behm 12-19-13

Paul A. Behm 12-19-2013

Ann Miller 12-19-13

Travis Jordan 12/20/13

CITY COUNCIL AGENDA MEMO

Council Meeting of January 7, 2014

To: Mayor and City Council

Thru: Don Marr, Chief of Staff
Jeremy Pate, Development Services Director
Chris Brown, City Engineer

From: Sarah Wrede, Staff Engineer

Date: December 18, 2013

Subject: An ordinance to waive competitive bidding and renew a Memorandum of Understanding with the Watershed Conservation Resource Center to continue a general framework for cooperation to seek funding and conduct stream restoration projects and to work together on nonpoint source related issues.

PROPOSAL

The purpose of this Memorandum of Understanding (MOU) is to establish a general framework for cooperation between the Watershed Conservation Resource Center (WCRC) and the City of Fayetteville to 1) seek funding and conduct stream restoration projects to achieve the common goal of restoring unstable sections of streams to a morphologically stable form utilizing a natural channel design approach and 2) to work together on nonpoint source (NPS) related issues associated with reducing nutrients and improving riparian and other natural areas.

The WCRC is a nonprofit organization that strives to protect, conserve, and restore natural resources by utilizing the watershed approach, environmental outreach, and providing planning and technical assistance to landowners, communities, and government. The WCRC principals are regional experts and local leaders in implementing natural channel design-based stream restorations that meet multiple local and regional objectives relating to river channel instability, water quality, and ecological services. The WCRC and the City have successfully partnered to receive over \$2,300,000 in federal grants for water quality and other environmental improvements. WCRC has been instrumental in securing these funds due to their relationships with Federal grant agencies and their proven track record of successful stream restoration projects. This MOU will establish a continued partnership between the City and WCRC whereby the WCRC will actively seek grant funding for stream restoration projects in the City of Fayetteville, and will allow the City the opportunity to quickly take advantage of opportunities identified. The MOU is effective for a period of five years.

RECOMMENDATION

Staff recommends approval of an ordinance to waive competitive bidding and to renew a Memorandum of Understanding with the Watershed Conservation Resource Center to continue a general framework for cooperation to seek funding and conduct stream restoration projects and to work together on nonpoint source related issues.

BUDGET IMPACT

The proposed agreement will cause no budget impact. As tasks are identified, a Task Order, with associated fee, will be developed for approval by the Mayor and City Council.

ORDINANCE NO. _____

AN ORDINANCE WAIVING THE REQUIREMENTS OF FORMAL COMPETITIVE BIDDING AND APPROVING A FIVE YEAR MEMORANDUM OF UNDERSTANDING WITH THE WATERSHED CONSERVATION RESOURCE CENTER TO JOINTLY SEEK FUNDING AND USE SUCH FUNDING TO DESIGN AND CONSTRUCT STREAM RESTORATION PROJECTS

WHEREAS, the City of Fayetteville has long worked with the Watershed Conservation Resource Center (WCRC) and funded quality stream restoration projects successfully completed the Center; and

WHEREAS, the provisions of the attached Memorandum of Understanding meet the City of Fayetteville's need for continuing stream restoration projects at little or no cost to the City; and

WHEREAS, the Watershed Conservation Resource Center can efficiently and effectively provide this service at a significant savings to the citizens of Fayetteville.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:

Section 1: That the City Council of the City of Fayetteville, Arkansas hereby determines an exceptional situation exists in which competitive bidding is deemed not feasible or practical and therefore waives the requirements of formal competitive bidding and approves a Memorandum of Understanding (marked as Exhibit "A" attached hereto and made a part hereof) between the City of Fayetteville, Arkansas and the Watershed Conservation Resource Center to jointly seek funding and use such funding to design and construct stream restoration projects and authorizes Mayor Jordan to sign such Memorandum.

PASSED and APPROVED this 7th day of January, 2014.

APPROVED:

ATTEST:

By: _____
LIONELD JORDAN, Mayor

By: _____
SONDRA E. SMITH, City Clerk/Treasurer