

AGREEMENT NO. F16AC01101

MEMORANDUM OF UNDERSTANDING

AMONG

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT,  
KENTUCKY WATERWAYS ALLIANCE,  
AND  
U.S. DEPARTMENT OF THE INTERIOR - U.S. FISH AND WILDLIFE SERVICE

I. Authority:

This Memorandum of Understanding (hereinafter referred to as the "Memorandum") between the U.S. Department of the Interior, Fish and Wildlife Service (hereinafter referred to as the "Service"), the Kentucky Waterways Alliance (hereinafter referred to as "KWA"), and Louisville/Jefferson County Metro Government (hereinafter referred to as "Louisville Metro") is hereby entered into under the authority of the Fish and Wildlife Coordination Act (16 U.S.C. Sections 661-666c), the Fish and Wildlife Act of 1956 (16 U.S.C. 742a-j), and the Endangered Species Act of 1973 (16 U.S.C. 1531-44).

The parties to this Memorandum are:

Louisville/Jefferson County Metro Government  
P.O Box 37280  
Louisville, Kentucky 40233

Kentucky Waterways Alliance  
Bakery Square, Suite 217  
120 Webster Street  
Louisville, KY 40206

U.S. Fish and Wildlife Service  
Kentucky Field Office  
330 West Broadway, Room 265  
Frankfort, Kentucky 40601

II. Background:

The Salt River Conservation Project is a collaboration between several land trusts and conservation organizations, as well as local, state and federal government agencies to gather data and map important conservation features in the lower Salt River watershed. The data and mapping will assist the collaborating groups and agencies in identifying land with high conservation value and land owners who want to conserve their land using voluntary tools such as conservation easements, grants and land management practices. Because a large number of conservation organizations are working together in the planning effort, a project manager is

needed to act as the staff representative of the collaborative group of conservation organizations and agencies cooperating on the project known as the "Salt River Conservation Project."

III. Purpose:

The purpose of this Memorandum is to outline the general understanding of the Parties related to funding the project manager position for the "Salt River Conservation Project."

IV. Scope of Effort:

For a period as hereinafter set forth, the Service, KWA, and Louisville Metro shall cooperate as necessary for the performance of the work as set forth below:

- A. General: This Memorandum is intended to support a particular project for a specific period of time. If there is a need for more time to complete the project, the Parties agree to reevaluate the need to extend this project.
- B. The Service, through the Service's Kentucky Field Office (KFO), shall evaluate Louisville Metro's work and expenses associated with the project and will coordinate with the other Parties as necessary to ensure that the purposes of this Memorandum are achieved.
- C. Louisville Metro shall hire the project manager for the "Salt River Conservation Planning Project." See appended Scope of Work for details of the project. The total cost attributable to this Memorandum shall not exceed \$30,000.
- D. The KWA's efforts under this Memorandum will be to reimburse Louisville Metro for salary costs associated with the project manager position and to track and maintain records associated with those reimbursements.
- E. Funding for this project is provided from FY16 funds that are currently in the Kentucky Aquatic Resources Fund (KARF) that is held by the KWA. The Service's reimbursable project account for this project is FXES11120400000; the funding was provided to KWA via a cooperative agreement - F16AC01101.
- F. Allowable costs under this Memorandum will include direct expenses to fund the project manager position incurred by Louisville Metro during the period December 1, 2016 to November 30, 2017. Allowable costs include: salary, travel costs, and supplies. Indirect costs will not be allowed under this MOU. Louisville Metro will submit a single invoice (i.e., lump-sum billing) for allowable costs to the KWA prior to the onset of work described in the attached Scope of Work. Louisville Metro acknowledges that the Service and KWA shall not be responsible for covering unallowable costs. If there are unspent funds remaining at the end of the project, they will be returned to KWA for redeposit into the KARF.
- G. Under this memorandum, Louisville Metro can receive work-in-kind credit from the U.S. Army Corps of Engineers (USACE) for work conducted by the project manager hired with Kentucky Aquatic Resource Funds for the Salt River

Conservation Project, which is being conducted under the USACE Planning to Assistance States program.

- H. Each Party shall keep accurate records that document the work and costs associated with the project for a period of 3 years beyond the duration of this Memorandum.
- I. Any communication regarding this Memorandum or the project shall be submitted to the appropriate Project Officer. This Memorandum does not create the kind of legal partnership or joint venture that would allow any one party to speak or act for or to obligate any other party on this or other matters.
- J. No part of this Memorandum shall be assigned to any other party.
- K. This Memorandum contains the sole and entire understanding of the Parties. No oral representations of any nature form the basis of or may amend this Memorandum. This Memorandum may be extended, renewed or amended only when agreed to in writing by the Parties.

V. Period of Performance:

The period of performance of the Memorandum is from the last date of signature by all parties, through a scheduled completion date of November 30, 2017, at which time it will be subject to review, renewal, or expiration.

VI. Project Officers:

A. Kentucky Waterways Alliance:

Judy Petersen, Executive Director  
Baker Square, Suite 217  
Louisville, KY 40206  
Phone: 502-589-8008  
Fax: 502-589-8008  
E-Mail: [director@kwalliance.org](mailto:director@kwalliance.org)

B. Louisville/Jefferson County Metro Government:

Lisa Hite  
Senior Planner  
Louisville/Jefferson County Environmental Trust  
P.O. Box 37280  
Louisville, Kentucky  
Phone: 502-574-6105  
E-Mail: [Lisa.Hite@louisvilleky.gov](mailto:Lisa.Hite@louisvilleky.gov)

C. U.S. Fish and Wildlife Service, Kentucky Field Office:

Virgil Lee Andrews, Jr.  
U.S. Fish and Wildlife Service  
330 West Broadway, Room 265  
Frankfort, Kentucky 40601  
Phone: 502-695-0468 x108  
Fax: 502-695-1024  
E-Mail: [Lee\\_Andrews@fws.gov](mailto:Lee_Andrews@fws.gov)

VII. Modification of Agreement:

This Memorandum constitutes the full, complete, and entire agreement between the parties hereto. No modification or amendment of this MOU shall be binding on either party unless such modification or amendment shall be in writing executed in duplicate by both parties hereto, attached to this Memorandum, and incorporated in and by reference made a part of this Memorandum.

VIII. Termination of Agreement:

Any party to this Memorandum may withdraw with a 60-day written notice. Such withdrawal shall be effective 60-days from the date such written notice is provided to the other party or parties to the agreement.

IX. Terms and Conditions:

1. This Memorandum in no way restricts the parties from working together or participating in similar activities with other public or private agencies, organizations, and individuals.
2. Any public notices issued by any of the parties with respect to this Memorandum or any related activities shall be subject to review and approval, in advance, by all parties to this agreement.
3. During the performance of this Memorandum the participants agree to abide by the terms of Executive Order 11246 on nondiscrimination and will not discriminate against any person because of race, age, color, religion, gender, national origin, or disability.
4. No member of, or delegate to Congress, or resident Commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise from, but these provisions shall not be construed to extend to this agreement if made with a corporation for its general benefits.
5. All parties will ensure that its employees have the proper training and certification required to conduct activities under this Memorandum.
6. This Memorandum is neither a fiscal nor a funds obligation document. Nothing in this agreement may be construed to obligate the Service to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Any endeavor involving reimbursement or contribution of funds between the parties to this Memorandum will be handled in accordance to

applicable regulations and procedures, including those for federal government procurement and printing. Such endeavor will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized in accordance with appropriate statutory authority. This Memorandum does not provide such authority.

7. It is agreed by the parties hereto that, in the performance of this Memorandum, employees or agents of each respective party are not to be considered employees of the other party or parties.
8. Nothing in this agreement may be interpreted to imply that the United States, the Department of the Interior or the U.S. Fish and Wildlife Service endorses any product, service or policy of Louisville Metro or KWA. Louisville Metro and KWA will not take any action or make any statement that suggests or implies such an endorsement.
9. The participation of each party to this agreement in activities conducted pursuant to this Memorandum is not intended to place either party or its representatives in a position of incurring tort liability arising from an action of the other party. Each party is responsible for any injury or property damage to third parties caused by negligence of its own employees acting within the scope of their employment/official duty subject to such limitation as may be prescribed by applicable laws. Specifically, tort liability arising from negligent or wrongful acts or omissions of Service employees acting within the scope of employment shall be adjudicated pursuant to the Federal Tort Claims 28 U.S.C. Section 2671 *et seq.*, the Federal Employees Compensation Act, U.S.C. Section 8101 *et seq.*, or such other federal legal authority as may be pertinent. Likewise, tort liability arising from negligent or wrongful acts or omissions of Louisville Metro and KWA employees while acting within the scope of official duty shall be governed by the provisions of the laws of the Commonwealth of Kentucky or other appropriate jurisdiction.
10. The parties agree to implement the provisions of this Memorandum to the extent personnel are available and budgets allow. In addition, nothing in the Memorandum is intended to supersede any laws, regulations, or directives by which the parties must legally abide.
11. This Memorandum does not grant rights or benefits of any nature to any Party not named or identified in this Memorandum.
12. Failure to enforce any provision of this Memorandum by either Party shall not constitute waiver of that provision, nor a waiver of a claim for subsequent breach of the same type, nor a waiver of any other term of this Memorandum. The waiver of any provision must be express and evidenced in writing.
13. Publicity and Government Endorsement: Louisville Metro shall not publicize, or otherwise circulate, promotional material (such as advertisements, sales

brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a product, service, or position which Louisville Metro represents. No release of information relating to this project may state or imply Louisville Metro's work product to be superior to other products or services.

All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer:

*"The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government."*

Louisville Metro must obtain prior Government approval for any public information releases concerning this award, which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout, photographs, etc. of the proposed release must be submitted with the request for approval.

Louisville Metro further agrees to include this provision in a sub-award to any sub-recipient, except for a sub-award to a State government, a local government, or to a federally-recognized Indian tribal government.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by an authorized official on the date and year set forth below their signature.

U.S. DEPARTMENT OF THE INTERIOR, U.S. FISH AND WILDLIFE SERVICE

BY: \_\_\_\_\_  
Signature

NAME: Virgil Lee Andrews, Jr.

TITLE: Field Supervisor

DATE: \_\_\_\_\_

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

BY: \_\_\_\_\_  
Signature

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

KENTUCKY WATERWAYS ALLIANCE

BY: \_\_\_\_\_  
Signature

NAME: Judith Petersen

TITLE: Executive Director

DATE: \_\_\_\_\_



DEPARTMENT OF METRO PARKS  
LOUISVILLE, KENTUCKY

GREG FISCHER  
MAYOR

SEVE GHOSE, CPRE  
DIRECTOR

October 26, 2016

Mr. Santiago Martin  
Fish and Wildlife Biologist  
U.S. Fish & Wildlife Service  
Kentucky Ecological Services Office  
330 W. Broadway, Room 265  
Frankfort, KY 40601

Dear Mr. Martin:

I am writing on behalf of the Louisville/Jefferson County Environmental Trust, which is a program of the Louisville Metro Parks and Recreation Department, to request \$30,000 in Kentucky Aquatic Resources Funds (KARF) for a Salt River Conservation Project.

The project is a collaboration of several conservation groups and government agencies and will identify and map important conservation lands in the lower Salt River Watershed. The project will be a partnership with the U.S. Army Corps of Engineers which is providing matching funds and will be providing in-house GIS expertise for the project.

We propose to use the KARF funds to hire a project manager to coordinate the gathering of data, reports, research and other information among all the participating groups. A more detailed description of the project manager's responsibilities with a timeline and budget is attached as is the scope of work for the overall project.

I understand that you will be preparing a Memorandum of Agreement for the funds between the Service and Louisville/Jefferson County Metro Government.

We look forward to working with the U.S. Fish and Wildlife Service on this project. Please let Lisa Hite of my staff know if you have any questions. Her phone number is (502) 574-6105.

Sincerely,

Seve Ghose, CPRE/MOL  
Director

C: Lisa Hite  
Attachments: Project summary and request for KARF Funds  
Salt River Conservation Project Scope of Work

WWW.LOUISVILLEKY.GOV

P. O. BOX 37280 LOUISVILLE, KENTUCKY 40233-7280 PHONE: 502.456.8100 FAX: 502.456.3269 TDD: 502.456.8183  
WEB: METRO-PARKS.COM WEB: BESTPARKSEVER.COM EMAIL: PARKS@LOUISVILLEKY.GOV



**Salt River Conservation Project**  
**Request to U.S. Fish & Wildlife Service**  
**for Kentucky Aquatic Resource Funds**  
**By Louisville/Jefferson County Environmental Trust**  
**October 26, 2016**

**Request:**

The Louisville/Jefferson County Environmental Trust requests \$30,000 from the Kentucky Aquatic Resource Fund (KARF) to hire a project manager for its Salt River Conservation Project.

**Summary:**

The Salt River Conservation Project is a collaboration between several land trusts and conservation organizations, as well as local, state and federal government agencies to gather data and map important conservation features in the lower Salt River watershed. The data and mapping will assist the collaborating groups and agencies in identifying land with high conservation value and land owners who want to conserve their land using voluntary tools such as conservation easements, grants and land management practices.

The project partners and collaborators will form a project steering committee and define a shared conservation vision, goals and objectives for the watershed related to water quality, natural areas, recreational areas, historic/cultural areas, scenic views and economic opportunities. (A more detailed scope of work is attached.)

The project lead will be the Louisville/Jefferson County Environmental Trust which is a program of Louisville Metro Government and is housed in its Department of Parks and Recreation. The U.S. Army Corps of Engineers, as part of its Planning Assistance to States program, will provide in-house technical expertise and is providing a 50/50 match for cash and in-kind contributions such as the \$30,000 in KARF funds that area proposed for this project.

The Environmental Trust proposes to hire a contractual project manager with the \$30,000.

The Memorandum of Agreement for the \$30,000 will be between U.S. Fish & Wildlife and Louisville/Jefferson County Metro Government.

**Project Partners:**

- U.S. Army Corps of Engineers
- Louisville/Jefferson County Metro Government (through its Louisville/Jefferson County Environmental Trust)
- Kentucky Natural Lands Trust

**Project Collaborators/Funders:**

- Bernheim Arboretum and Research Forest
- Future Fund, Inc.
- Kentucky State Nature Preserves Commission
- Kentucky Waterways Alliance
- Limestone Land Trust
- Louisville Metropolitan Sewer District

**Project Duration:** December 1, 2016 through November 30, 2017

**Budget:**

The total project budget is \$146, 074. The project partners have raised \$73,037 for the Local Sponsor Match. The U.S. Army Corps will match that with another \$73,037.

Part of the Local Sponsor match would be the \$30,000 KARF funds from U.S. Fish & Wildlife. We propose to use that \$30,000 to hire a project manager. The proposed budget is:

Project manager	\$27,500 (10-20 hours/week @ \$50/hour)
Travel	\$ 2,000
Supplies	\$ 500
<b>TOTAL</b>	<b>\$30,000</b>

**Position Title:** Project Manager

**Position Description:** The Project Manager will act as the staff representative of the collaborative group of conservation organizations and agencies cooperating on the project known as the "Salt River Conservation Project."

**Supervision:** The Louisville Metro Parks and Recreation Department will act as fiscal agent for the position of Project Manager. Lisa Hite with the Department will act as the direct supervisor for the Project Manager.

**Project Manager Responsibilities:**

- Communicate with GIS technicians and representatives from the U.S. Army Corps of Engineers, Louisville Metro Government, Kentucky Natural Lands Trust and other cooperating groups to ensure that appropriate data is being submitted and received by the GIS technicians
- Organize meetings of conservation organizations and agencies cooperating on the Salt River Conservation Project, meeting minutes, setting agendas, setting meeting dates and locations
- Work with cooperating groups to geo-locate or digitize organizational focus areas, service area boundaries, or other desired map features
- Review maps and/or mapping products and communicate with GIS professionals to ensure that desired information is portrayed and represented in appropriate format and detail
- Review existing Large Landscape Conservation mapping efforts throughout the U.S., identifying best practices, pitfalls, and models to follow
- Work with cooperating groups to identify any data gaps and attempt to secure available data sets to fill those gaps
- By working with the collaborating groups, ensure that appropriate stakeholders are represented or contacted, all needed 'existing conditions layers' are included, any known and/or desired 'planned projects' layers' (e.g., new highways, water/sewer lines) are included.

# LOWER SALT RIVER WATERSHED CONSERVATION PROJECT

## SCOPE OF WORK

October 25, 2016

**Project Purpose:** This Planning Assistance to States (PAS) study will assist multiple land trusts, conservation organizations and government agencies in the Commonwealth of Kentucky with the following goals related to the lower Salt River Watershed:

1. Understanding of shared conservation goals;
2. Collaboration on existing conservation efforts;
3. Identification of priority lands for future conservation.

This will be accomplished through a multi-stakeholder visioning process to refine and integrate individual agency and organization conservation goals. The conservation goals will be generally described at the watershed level and some topics will be explored in more detail at a more refined scale.

**Scope of Work Source Materials:** These tasks were developed directly from the Strategic Conservation Planning Curriculum developed by the Land Trust Alliance; LandScope America – How to Prioritize Sites Toolkit; DRAFT Large Landscape Conservation in Kentucky – Vision Statement; and stakeholder meetings held at Louisville Metro Parks in Creason Park on September 30, 2015; Bernheim Forest on November 3, 2015; Creason Park on December 8, 2015; February 23, 2016 at Creason Park; June 29, 2016, Bernheim Forest; and Creason Park August 31, 2016.

### 1) Task 1: Project Scoping /Visioning

- a) Review of materials supplied by partnering land trusts, organizations and agencies (Planning Team). This will include current strategic plans, master plans, mission statements, research, reports and other information that is relative to the lower Salt River watershed and possible conservation goals.
- b) Form a project steering /advisory committee.
- c) Identify relevant stakeholders and project collaborators.
- d) Identify/define conservation vision, goals and objectives of this project. This will require a facilitated process involving the Planning Team, advisory committee and relevant stakeholders. Many of these goals will be inter-related. Identified goals will focus primarily on the six areas listed below:
  - i) Water quality (riparian buffers, opportunities for climate change preparation and resiliency);
  - ii) Natural Areas (large forest blocks, areas with high levels of biodiversity, and important habitat);

# LOWER SALT RIVER WATERSHED CONSERVATION PROJECT

## SCOPE OF WORK

October 25, 2016

- iii) Recreational Areas (land used for hunting and fishing; public parks, greenway and trails);
  - iv) Historic/Cultural Resources (archeological sites, furnaces, distilleries, historic homes and landscapes);
  - v) Scenic Views (areas visible from public rights of way, waterways, trails);
  - vi) Economic Opportunities (agricultural lands, lands with hunting leases, eco-tourism potential).
- e) Define intended use of final product(s) that result from this project.
- i) Determine project audience: Internal, public, combination.
  - ii) Determine process and recipient to transfer mapping and data generated by the project.
- f) Generate a document that summarizes the results of subtasks a)-e) listed under Task 1. This summary document will function as the planning foundation for the development of subsequent tasks.

### 2) Task 2: Information Identification and Collection

- a) Identify data sources and collect data (geospatial, tabular, technical, photographic, etc.)
  - i) Collect data that is directly related to and supports project goals identified in Task 1.
  - ii) Develop database
  - iii) Identify data gaps /needs.

### 3) Task 3: Develop Base Map for lower Salt River watershed

- a) Identify all protected land in the watershed along with areas currently identified by stakeholders as priorities for conservation.
- b) Identify existing conditions for specific conservation goals as defined in Task 1
- c) Identify planned major roads, utility lines, urban expansion, and resource extraction.