

HABERSHAM COUNTY BOARD OF COMMISSIONERS

EXECUTIVE SUMMARY

SUBJECT: Stream Bank and Riparian Enhancement for Shoal Bass Protections in the Upper Chattahoochee Watershed

DATE: March 10, 2023

(X) RECOMMENDATION

() POLICY DISCUSSION

BUDGET INFORMATION:

() STATUS REPORT

OPERATING- \$12,195 (In Kind)

() OTHER

CAPITAL-

COMMISSION ACTION REQUESTED ON: March 20, 2023

PURPOSE:

Approve an agreement and Grant through Southeast Aquatic Resources Partnership for Stream Bank and Riparian Enhancement for Shoal Bass Protections in the Upper Chattahoochee Watershed ion the amount of \$445,998.

BACKGROUND / HISTORY:

This proposal plans to capitalize on the current momentum to increase conservation opportunities in the Upper Chattahoochee and Lake Lanier watershed. Through partnerships and collaboration, this project aims to build off an established interagency workgroup facilitating riparian and streambank enhancement through the implementation of best management practices with farmers for native black bass protections and water quality improvements for Lake Lanier.

FACTS AND ISSUES:

The Upper Chattahoochee watershed is home to the largest and one of the only remaining self-sustaining Shoal Bass and Chattahoochee Bass populations within the mainstem Chattahoochee River system. However, habitat alteration within the watershed are thought to be major factors affecting populations of these species in the watershed. Much of the watershed is affected by agricultural practices. The Upper Soque watershed, a major tributary, is on the state 303(d) list for biotic impairment. Poor stormwater management and allowing cattle direct access to streams has resulted in the loss of riparian zone function and degradation of streambanks. This results in excessive sedimentation in the downstream habitat. The protection of the population has become a priority for regional partners, including the Georgia Department of Natural Resources, University of Georgia Extension Service, Natural Resource Conservation Service, SARP, and others. Funding amount is \$445,998 with \$12,195 non-cash grant match (In-kind) that will be used from County Extension salaries already being paid, UGA extension assistance and 3rd party property owners.

OPTIONS:

- 1) Approve the Stream Bank and Riparian Enhancement for Shoal Bass Protections in the Upper Chattahoochee Watershed ion the amount of \$445,998.
 - 2) Deny the Stream Bank and Riparian Enhancement for Shoal Bass Protections in the Upper Chattahoochee Watershed ion the amount of \$445,998.
 - 3) Commission defined alternative.
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RECOMMENDED SAMPLE MOTION: Move to Approve the Stream Bank and Riparian Enhancement for Shoal Bass Protections in the Upper Chattahoochee Watershed ion the amount of \$445,998

DEPARTMENT:

Prepared by: Tim Sims

Director: Finance

ADMINISTRATIVE

COMMENTS: _____

_____ **DATE:** _____

County Manager



AGREEMENT
SOUTHEAST AQUATIC RESOURCES PARTNERSHIP

RECIPIENT: HABERSHAM COUNTY, GEORGIA
AGREEMENT NUMBER: SARP-HABERSHAM-01
PERIOD OF PERFORMANCE: 4/3/2023 – 12/31/2025

THIS AGREEMENT, ENTERED INTO THIS THIRD DAY OF APRIL 3, 2023, BY THE SOUTHEAST AQUATIC RESOURCES PARTNERSHIP (SARP OR THE PARTNERSHIP) A PROGRAM OF THE SOUTHEASTERN ASSOCIATION OF FISH AND WILDLIFE AGENCIES (SEAFWA) AND HABERSHAM COUNTY, GEORGIA, HEREINAFTER CALLED THE GRANTEE.

FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

ARTICLE 1. STATEMENT OF WORK: THE GRANTEE SHALL FURNISH THE NECESSARY PERSONNEL, SERVICES, FACILITIES, AND MATERIALS FOR PERFORMANCE TO MEET PROJECT OBJECTIVES SUMMARIZED IN THE SCOPE OF WORK (ATTACHMENT A) DESCRIBING THE FOLLOWING PROJECT TITLED:

STREAM BANK AND RIPARIAN ENHANCEMENT FOR SHOAL BASS PROTECTIONS IN THE UPPER CHATTAHOOCHEE WATERSHED

SEE ATTACHED SCOPE OF WORK (SOW) FOR A COMPLETE DESCRIPTION OF THE PROJECT AND REQUIRED DELIVERABLES.

ARTICLE 2. AUTHORITY: THIS AGREEMENT IS NEGOTIATED UNDER THE PROVISIONS OF A GRANT FROM THE US FISH AND WILDLIFE SERVICE, THE BONNEVILLE ENVIRONMENTAL FOUNDATION, AND GEORGIA POWER COMPANY TO THE PARTNERSHIP. THE PURPOSE OF THESE GRANTS IS TO FACILITATE WATER QUALITY AND HABITAT IMPROVEMENTS IN THE CHATTAHOOCHEE BASINS. THE GRANTEE AGREES TO FACILITATE PROJECTS TO MEET THESE PURPOSES.

ARTICLE 3. PROJECT PERIOD: THE TERM OF THIS AGREEMENT SHALL COMMENCE ON 4/3/2023 AND SHALL BE COMPLETED NOT LATER THAN 12/31/2025 ('INITIAL TERM'). THIS AGREEMENT MAY BE EXTENDED IF A REQUEST IS PROVIDED TO SARP PRIOR TO EXPIRATION OF THE INITIAL TERM AND APPROVED BY SARP IN WRITING ('EXTENDED TERM'). THIS AGREEMENT CAN ALSO BE CANCELLED AT ANY TIME, WITHOUT CAUSE WITH A WRITTEN NOTICE PROVIDED 45 DAYS FROM THE REQUESTED PROJECT END DATE BY EITHER SARP OR GRANTEE. EXPENDITURES WILL BE REIMBURSED AS DOCUMENTED AND INVOICED WITH THE NEW PROJECT COMPLETION DATE.

ARTICLE 4. PROJECT AMOUNT AND EXPENDITURE TERMS: THE TOTAL ESTIMATED COST TO THE PARTNERSHIP FOR PERFORMANCE OF THIS AGREEMENT IS NOT TO EXCEED \$227,749.25 (THE "GRANT AMOUNT") FOR PAYMENT OF ELIGIBLE PROJECT COSTS IN STRICT ACCORDANCE WITH THE BUDGET THAT IS INCORPORATED INTO THE PROJECT NARRATIVE (ATTACHMENT A). INVOICES AND BACK UP DOCUMENTATION WILL BE ACCEPTED FOR REIMBURSEMENT UNDER THIS AGREEMENT PER THE PERFORMANCE PERIODS AND DEADLINES OUTLINED IN THE AGREEMENT.

- A. GRANTEE AGREES THAT THE PROJECT AMOUNT SHOWN ABOVE AND IN ATTACHMENT A, (WHICH IS ATTACHED TO AND MADE A PART OF THIS AGREEMENT) AND ANY MATCH REQUIRED WILL BE PROVIDED. THE PARTNERSHIP WILL PROVIDE HABERSHAM COUNTY WITH THE AGREED UPON AMOUNT. THE GRANTEE AGREES TO USE THESE FUNDS TO REIMBURSE LANDOWNERS FOR ELIGIBLE WORK.
- B. GRANTEE SHALL SPEND FUNDS PAID TO IT UNDER THIS AGREEMENT IN STRICT ACCORDANCE WITH ACTIVITIES DESCRIBED IN ATTACHMENT A AND AGREES TO EXPEND THESE FUNDS IN TOTAL ACCORDANCE WITH ALL APPLICABLE STATE, FEDERAL, AND LOCAL LAWS, RULES, AND REGULATIONS INCLUDED THROUGHOUT THE AGREEMENT.
- C. GRANTEE AGREES THAT IT WILL NOT RECEIVE REIMBURSEMENT FROM OTHER SOURCES FOR ANY EXPENDITURE FUNDED UNDER THIS AGREEMENT EXCEPT IN ACCORDANCE WITH THE PROVISIONS OF THIS AGREEMENT. IF JOINT COST SHARE OF SERVICES OR GOODS OCCURS, THE GRANTEE AGREES TO FULLY AND ACCURATELY DOCUMENT WHICH PORTION IS PURCHASED UNDER EACH AGREEMENT AND PROVIDE NECESSARY DOCUMENTATION TO SARP/SEAFWA.
- D. ANY EQUIPMENT, FURNITURE, SUPPLIES OR OTHER PROPERTY PURCHASED WITH FUNDS PROVIDED HEREUNDER, CANNOT BE SOLD, TRANSFERRED OR USED FOR PURPOSES OTHER THAN STATED IN THIS AGREEMENT, WITHOUT THE PRIOR WRITTEN APPROVAL OF SARP/SEAFWA.

ARTICLE 5. PAYMENT AND REPORTING:

- A. GRANT AMOUNT, MATCH, AND ELIGIBLE EXPENDITURES. THE MAXIMUM AMOUNT PAYABLE UNDER THIS AGREEMENT IS THE GRANT AMOUNT OF \$227,749.25. THE GRANTEE IS REQUIRED TO PROVIDE \$12,195 OF MATCHING FUNDS. MATCHING FUNDS CAN BE IN THE FORM OF IN-KIND OR FUNDS SPENT ON THE PROJECT FROM OTHER SOURCES. ANY IN-KIND OR FUNDS USED AS MATCH MUST BE DOCUMENTED BY SIGNED LETTER FROM THE SOURCE OF THE MATCH. ANY MATCHING OR LEVERAGED SOURCES PROVIDED IN SUPPORT OF THIS PROJECT SHALL BE DOCUMENTED AND REPORTED TO THE PARTNERSHIP AS PART OF THE INTERIM AND FINAL REPORTS. EXPENDITURES THAT OCCUR BEFORE OR AFTER THE PROJECT PERIOD WILL NOT BE REIMBURSED. SARP IS NOT COMMITTED TO SEEKING ADDITIONAL APPROPRIATIONS OR RE-ALLOCATION OF FUNDS AND WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE AND OPERATION OF ANY FACILITY THAT MAY BE DEVELOPED.
- B. PAYMENT TERMS. THE PARTNERSHIP WILL PROVIDE THE GRANTEE WITH THE FUNDS IN THE AMOUNT OF \$227,749.25. SARP WILL PROVIDE THE GRANTEE WITH AN INITIAL PAYMENT OF \$107,777.25. AS THE GRANTEE INCURS EXPENSES, THEY WILL SEEK

REIMBURSEMENT FROM SARP UNTIL THE ENTIRE \$227,749.25 IS EXPENDED. THESE FUNDS WILL BE USED BY THE COUNTY TO REIMBURSE LANDOWNERS OR VENDORS FOR COMPLETED ELIGIBLE WORK AS DESCRIBED IN ATTACHMENT A. REIMBURSEMENT REQUESTS WILL BE MADE BY SENDING AN INVOICE TO THE SARP/SEAFWA FINANCIAL ADMINISTRATOR AS LISTED IN ARTICLE 14. REIMBURSEMENT REQUESTS FOR WORK DONE IN A PARTICULAR CALENDAR YEAR MUST BE MADE TO SARP/SEAFWA BY DECEMBER 15 OF THAT YEAR. SARP CANNOT GUARANTEE PAYMENT IF THE INVOICE IS RECEIVED AFTER THAT DATE. ANY FUNDS NOT EXPENDED AT THE END OF THE PROJECT PERIOD WILL BE RETURNED TO SARP.

- C. **PROJECT PROGRESS REPORTING.** PERFORMANCE REPORTS BOTH INTERIM AND FINAL ARE DUE TO SARP ON OR BEFORE THE DATE LISTED BELOW. EACH REPORT SHOULD DESCRIBE THE PROJECTS FUNDED (LOCATION, WORK TO BE COMPLETED, TIME FRAME, ETC.), AND ADDRESS THE PROGRESS MADE DURING THE REPORTING PERIOD BELOW, THE PROGRESS MADE TOWARD OBJECTIVES STATED IN ATTACHMENT A, STATUS OF DELIVERABLES, ANY EXPENDITURES AND ANY DELAYS OR CHALLENGES ENCOUNTERED. THE FINAL REPORT SHALL SUMMARIZE THE WORK OF THE ENTIRE PROJECT PERIOD. IF POSSIBLE, BEFORE AND AFTER PHOTOGRAPHS OF THE PROJECTS SHOULD BE INCLUDED IN THE REPORTS. REPORTS SHOULD BE SUBMITTED ELECTRONICALLY TO THE PARTNERSHIP’S TECHNICAL AGENT, IDENTIFIED IN ARTICLE 14, AS FOLLOWS:

<u>TYPE OF REPORT</u>	<u>COVERING THE PERIOD</u>	<u>DUE TO SARP</u>
INTERIM	03/01/2023 - 08/31/2023	11/1/2023
INTERIM	09/01/2023 - 02/29/2024	5/1/2024
INTERIM	03/01/2024 - 08/31/2024	11/1/2024
INTERIM	09/01/2024 - 02/28/2025	5/1/2025
INTERIM	03/01/2025 - 08/31/2025	11/1/2025
FINAL	09/01/2025 – 12/31/2025	5/1/2026

- D. **FINANCIAL RECORDS AND REPORTING.** GRANTEE SHALL BE RESPONSIBLE FOR MAINTAINING FINANCIAL TRACKING RECORDS FOR THE TOTAL COST OF THE PROJECT. THESE RECORDS SHOULD BE MAINTAINED FOR THREE YEARS FROM THE ENDING DATE OF THE CONTRACT AND MADE AVAILABLE UPON THE REQUEST OF SARP. THE INTERIM AND FINAL REPORTS SHOULD DOCUMENT EXPENDITURES PER APPROVED LINE ITEM AS SHOWN IN ATTACHMENT A AS WELL AS THE ANY REQUIRED MATCHING FUNDS OR ANY PROJECTS FOR WHICH THESE FUNDS WERE USED AS MATCH.

ARTICLE 6. PROJECT COMPLETION AND TERMINATION:

- A. **PROJECT COMPLETION.** GRANTEE SHALL COMPLETE THE PROJECT AS SET FORTH IN THIS AGREEMENT. FAILURE TO RENDER SATISFACTORY PROGRESS OR TO COMPLETE THE PROJECT TO THE SATISFACTION OF SEAFWA MAY BE, IN SEAFWA’S SOLE DETERMINATION, DEEMED AN ABANDONMENT OF THE PROJECT. ANY SUCH ABANDONMENT SHALL BE A MATERIAL DEFAULT (AS DEFINED BELOW) UNDER THIS AGREEMENT. TIME IS AND SHALL CONTINUE TO BE OF THE ESSENCE IN THE AGREEMENT.
- B. **TERMINATION FOR DEFAULT AND FOR ANY REASON.** UPON A DEFAULT (A “DEFAULT”) BY GRANTEE WITH RESPECT TO ANY MATERIAL TERM OF THE AGREEMENT, INCLUDING, BREACH OF A WARRANTY UNDER ARTICLE 8 OR AN ABANDONMENT OF THE

PROJECT UNDER ARTICLE 6. SARP/SEAFWA MAY GIVE WRITTEN NOTICE TO GRANTEE AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY AVAILABLE TO SARP, IMMEDIATELY TERMINATE THE AGREEMENT FOR DEFAULT. IN ADDITION, SARP MAY TERMINATE THE AGREEMENT FOR ANY REASON, WITH OR WITHOUT CAUSE, UPON THIRTY (30) DAYS WRITTEN NOTICE TO GRANTEE. UPON RECEIPT OF A WRITTEN NOTICE OF TERMINATION (A "TERMINATION NOTICE"), GRANTEE AGREES TO CANCEL, PRIOR TO THE EFFECTIVE DATE OF ANY PROSPECTIVE TERMINATION, AS MANY OUTSTANDING OBLIGATIONS AS POSSIBLE, AND AGREES NOT TO INCUR ANY NEW OBLIGATIONS AFTER RECEIPT OF THE NOTICE WITHOUT APPROVAL OF SARP.

- C. PAYMENTS UPON TERMINATION. SEAFWA'S SOLE OBLIGATION UPON ANY TERMINATION OF THIS AGREEMENT WILL BE TO PAY GRANTEE FOR COSTS AND SERVICES PERFORMED WITH RESPECT TO THE PROJECT BEFORE THE AGREEMENT TERMINATION DATE.

ARTICLE 7. SUBCONTRACTS: IF GRANTEE ENTERS INTO SUBCONTRACTS FOR THE PERFORMANCE OF WORK PURSUANT TO THIS AGREEMENT, GRANTEE REMAINS LIABLE FOR COMPLIANCE WITH ALL THE TERMS OF THIS AGREEMENT.

ARTICLE 8. REPRESENTATIONS, WARRANTIES AND COVENANTS:

- A. DUE AUTHORIZATION. GRANTEE REPRESENTS AND WARRANTS THAT THIS AGREEMENT HAS BEEN DULY AUTHORIZED, EXECUTED AND DELIVERED BY GRANTEE, AND CONSTITUTES THE LEGAL, VALID AND BINDING OBLIGATION OF GRANTEE ENFORCEABLE IN ACCORDANCE WITH ITS TERMS.
- B. QUALITY OF SERVICES. GRANTEE WARRANTS THAT ITS PERFORMANCE UNDER THIS AGREEMENT SHALL CONFIRM WITH THE STANDARDS OF CARE AND PRACTICE APPROPRIATE TO THE NATURE OF THE PROJECT AND ACKNOWLEDGES THAT SUCH PERFORMANCE SHALL BE IN ALL RESPECTS, SUBJECT TO THE APPROVAL OF AND SATISFACTION OF SEAFWA.
- C. COMPLIANCE WITH PROJECT OBJECTIVES, LAW. GRANTEE REPRESENTS, WARRANTS AND COVENANTS THAT ALL WORK PERFORMED IN RELATION TO THE PROJECT SHALL COMPLY WITH THE OBJECTIVES SET FORTH IN ATTACHMENT A, AND ALL APPLICABLE LAWS, STATUTES, ORDINANCES, RULES, REGULATIONS AND ORDERS ENACTED BY OR PROMULGATED BY FEDERAL, STATE, MUNICIPAL OR OTHER GOVERNMENTAL AUTHORITY, INCLUDING, BUT NOT LIMITED TO, THOSE RELATING TO SAFETY, EMPLOYMENT, EQUAL EMPLOYMENT OPPORTUNITY, THE ENVIRONMENT, TAXES AND WITHHOLDING AND LABOR. THIS WARRANTY SHALL EXTEND TO THE GRANTEE'S AGENTS, EMPLOYEES AND SUBCONTRACTORS. GRANTEE FURTHER REPRESENTS, WARRANTS AND COVENANTS THAT PRIOR TO THE COMMENCEMENT OF THE APPLICABLE STATES(S) OF THE PROJECT AS DEFINED IN ATTACHMENT A, IT IS ITS EMPLOYEES AND SUBCONTRACTORS (I) SHALL BE LICENSED IN ACCORDANCE WITH ALL APPLICABLE LAWS; (II) SHALL PROCURE ALL NECESSARY PERMITS AND LICENSES; (III) SHALL PAY ALL CHARGES AND FEES; AND (IV) SHALL GIVE ALL NOTICES NECESSARY OR INCIDENTAL TO THE DUE AND LAWFUL COMPLETION OF THE PROJECT. ALL WORK COMPLETED IN CONNECTION WITH THE PROJECT SHALL COMPLY WITH ALL OF THE TERMS, CONDITIONS AND LIMITATIONS CONTAINED IN ANY CERTIFICATE, PERMIT OR LICENSE APPLICABLE TO THE PROJECT.

ARTICLE 9. EQUAL OPPORTUNITY: GRANTEE AGREES THAT THE SERVICES PERFORMED PURSUANT TO THIS AGREEMENT ARE SECULAR IN NATURE AND SHALL BE PERFORMED IN A MANNER THAT DOES NOT DISCRIMINATE ON THE BASIS OF RELIGIOUS BELIEF OR PROMOTE OR DISCOURAGE

ADHERENCE TO RELIGION IN GENERAL OR PARTICULAR REGIONAL BELIEVES. GRANTEE SHALL HAVE AN EQUAL OPPORTUNITY FOR EMPLOYMENT WITHOUT REGARD TO RACE, COLOR, RELIGION, GENDER, GENDER IDENTIFICATION OR SEXUAL ORIENTATION. SARP DOES NOT DISCRIMINATE ON THE BASIS OF RACE, COLOR, NATIONAL ORIGIN, SEX, AGE, OR DISABILITY IN OUR PROGRAMS OR ACTIVITIES (40 C.F.R 5.140 AND 7.95).

ARTICLE 10. NO LOBBYING: GRANTEE AGREES THAT NO PORTION OF THE FUNDS PROVIDED PURSUANT TO THIS AGREEMENT SHALL BE USED FOR ANY LOBBYING OR PARTISAN POLITICAL ACTIVITY OR FOR ACTIVITIES THAT MAY INFLUENCE LEGISLATION OR THE ELECTION OR DEFEAT OF ANY CANDIDATE FOR PUBLIC OFFICE.

ARTICLE 11. INDEMNIFICATION: NOTHING HEREIN SHALL BE CONSTRUED AS A WAIVER OF THE GRANTEE'S SOVEREIGN IMMUNITY.

ARTICLE 12. OWNERSHIP OF INTELLECTUAL PROPERTY/PUBLICATION:

- A. NON-PROPRIETARY INFORMATION. THE PARTIES AGREE THAT ANY NON-PROPRIETARY INFORMATION DEVELOPED UNDER THIS AGREEMENT WILL BE MADE PUBLICLY AVAILABLE.
- B. CREATIVE WORK. ANY CREATIVE WORK DEVELOPED BY THE GRANTEE UNDER THIS AGREEMENT, INCLUDING ALL WRITTEN, GRAPHIC, AUDIO, VISUAL, AND ANY OTHER MATERIALS, CONTRIBUTIONS, APPLICABLE WORK PRODUCT AND PRODUCTION ELEMENTS CONTAINED THEREIN, WHETHER ON PAPER, DISK, TAPE DIGITAL FILE OR ANY OTHER MEDIA (THE "CREATIVE WORK"), SHALL REMAIN THE INTELLECTUAL PROPERTY OF THE GRANTEE, PROVIDED HOWEVER THAT THE GRANTEE HEREBY IRREVOCABLY GRANTS TO SEAFWA AND MEMBER STATES, A PERPETUAL, ROYALTY-FREE, NON-EXCLUSIVE RIGHT TO COPY, DISTRIBUTE, USE, AND PREPARE DERIVATIVE WORKS FROM THE CREATIVE WORK FOR ANY PURPOSE, IN ANY MEDIA, AND IN ANY TERRITORY FOR NON-COMMERCIAL USE.

ARTICLE 13. COMMUNICATIONS AND PUBLICATIONS:

- A. PUBLICATIONS AND ANNOUNCEMENTS. SEAFWA RESERVES THE RIGHT TO ANNOUNCE THIS GRANT AWARD PUBLICLY WITH COORDINATION FROM THE GRANTEE. THE GRANTEE AGREES NOT TO ISSUE A PUBLIC ANNOUNCEMENT UNTIL ALL SIGNATURES ARE SECURED ON THIS AGREEMENT AND ANY COMMUNICATION DURING THE COURSE OF THE PROJECT WILL BE COORDINATED WITH SARP/SEAFWA.
- B. COPIES OF PUBLICATIONS. GRANTEE AGREES TO PROVIDE SEAFWA WITH A COPY OF ANY ARTICLE, REPORT, MEDIA INTERVIEW OR OTHER PUBLICATION RELATING TO ACTIVITIES COVERED UNDER THIS AGREEMENT AND TO CONSULT WITH SARP PRIOR TO RELEASE OF ANY PUBLICATION INCLUDING WITHIN THIS SECTION. ALL ORAL AND WRITTEN PRESENTATIONS, REPORTS, BOOKS, PUBLICATIONS, AND OTHER PRODUCTS MUST ACKNOWLEDGE THE US FISH AND WILDLIFE SERVICE AND THE SOUTHEAST AQUATIC RESOURCES PARTNERSHIP AS APPROPRIATE FOR THE FUNDING SOURCE(S), GRANT PRODUCTS MUST DISPLAY THE ENVIRONMENTAL PROTECTION AGENCY AND SARP SYMBOLS. FOR MORE INFORMATION ON THE PROPER USE OF SYMBOLS FOR CREDIT OF THESE PROGRAMS, PLEASE CONTACT THE SARP PROGRAM COORDINATOR – TODD EWING

ARTICLE 14. AGENTS: THE PRINCIPAL AGENT FOR THE SOUTHEAST AQUATIC RESOURCES PARTNERSHIP ON FINANCIAL MATTERS SHALL BE ANGELYN MEWBORN, SEAFWA/SARP FINANCIAL ADMINISTRATIVE MANAGER, AND ON TECHNICAL MATTERS SHALL BE TODD EWING, SARP PROGRAM COORDINATOR. THE AGENT FOR THE GRANTEE ON FINANCIAL MATTERS SHALL BE TIM SIMS, HABERSHAM COUNTY CHIEF FINANCIAL OFFICER. THE AGENT FOR THE GRANTEE ON TECHNICAL MATTERS SHALL BE STEVEN PATRICK, UNIVERSITY EXTENSION FOR HABERSHAM COUNTY.

GRANTEE:

TIM SIMS
CHIEF FINANCIAL OFFICER
HABERSHAM COUNTY BOARD OF
COMMISSIONERS
130 JACOB'S WAY, SUITE 302
CLARKESVILLE, GA 30523
TSIMS@HABERSHAMGA.COM
706-839-0202

STEVEN PATRICK
EXTENSION AGENT
UNIVERSITY OF GEORGIA
STEVEP@UGA.EDU
706-839-0255

SARP:

TODD EWING
SARP PROGRAM COORDINATOR
3437 APPLE MEADOW DR.
FUQUAY-VARINA, NC
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TODD@SOUTHEASTAQUATICS.NET
984-212-0768

ANGELYN MEWBORN
SEAFWA/SARP FINANCIAL ADMINISTRATOR
PO BOX 646
HARTWELL, GA 30643
ANGELYNM@SOUTHEASTAQUATICS.NET

SIGNATURE PAGE
AGREEMENT NO: SARP-
HABERSHAM-01

IN WITNESS THEREOF, THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT
AS OF THE DAY AND YEAR APPEARING AT THE TOP OF THE FIRST PAGE OF THIS
AGREEMENT:

BY THE SIGNATURE HEREUNDER, GRANTEE REPRESENTS THAT IT HAS THE
LEGAL STATUS NECESSARY TO ENTER INTO THIS AGREEMENT AND THAT THE
PERSON SIGNING IS AUTHORIZED TO DO SO AS EVIDENCED BY THE
RESOLUTION ATTACHED HERETO.

TIM SIMS
CHIEF FINANCIAL OFFICER
HABERSHAM COUNTY, GA

DATE

TODD EWING
SARP PROGRAM COORDINATOR
SOUTHEASTERN ASSOCIATION OF FISH AND WILDLIFE AGENCIES

DATE

ATTACHMENT A – PROJECT DESCRIPTION

Streambank and Riparian Enhancement for Shoal Bass Protections in the Upper Chattahoochee Watershed

Project Description: Through partnerships and collaboration, this project aims to build off an established interagency workgroup facilitating riparian and streambank enhancement through the implementation of best management practices with farmers for Shoal Bass protections.

Location: Upper Chattahoochee River HUC 03130001. Clarkesville, GA. Georgia's 9th Congressional District

Statement of Need: The Upper Chattahoochee watershed is home to the largest and one of the only remaining self-sustaining Shoal Bass and Chattahoochee Bass populations within the mainstem Chattahoochee River system. However, habitat alteration within the watershed are thought to be major factors affecting populations of these species in the watershed. Much of the watershed is affected by agricultural practices. The Upper Soque watershed, a major tributary, is on the state 303(d) list for biotic impairment. Poor stormwater management and allowing cattle direct access to streams has resulted in the loss of riparian zone function and degradation of streambanks. This results in excessive sedimentation in the downstream habitat. The protection of the population has become a priority for regional partners, including the Georgia Department of Natural Resources, University of Georgia Extension Service, Natural Resource Conservation Service, SARP, and others.

Purpose: This proposal plans to capitalize on the current momentum to increase conservation opportunities in the Upper Chattahoochee and Lake Lanier watershed. Through partnerships and collaboration, this project aims to build off an established interagency workgroup facilitating riparian and streambank enhancement through the implementation of best management practices with farmers for native black bass protections and water quality improvements for Lake Lanier.

Methods/Approach: SARP will contract with Habersham County, Georgia (the County) to implement these improvements. The County, in partnership with the UGA Extension Service, will identify landowners or agricultural operations whose properties/activities are contributing to water quality issues in the basin and willing to implement BMPs. The County will then contract with individual farmers to implement BMPs and water quality improvements on their property. Eligible activities include those BMPs as recommended by the Natural Resources Conservation Service (NRCS) or University of Georgia Coop Extension Service. Designs and procedures will be consistent with those used by NRCS and standard accepted BMPs. The county will reimburse the landowner for supplies purchased to implement the BMPs.

The county will contract with approximately 15 landowners to implement BMPs on their property. BMPs will be consistent with conservation plans developed for each landowner by the USDA-Natural Resource Conservation Service. Landowners will be selected by the county and University of Georgia Extension Service. The average cost per landowner is expected to be approximately \$16,000 (range \$6,000 to \$31,000). However, SARP acknowledges that some

projects may be more or less costly.

Financial Management: The funds will be held by Habersham County. The County will reimburse up to 100% of the cost of restoration activities. The County may require a cost share at the County's discretion. All reimbursements will be the responsibility of Habersham County.

Budget:

<u>Item</u>	<u>Non-Federal Amount</u>	<u>Federal Amount</u>
Contractual – Habersham Co, GA	\$119,972	\$119,972