

**GREAT LAKES SEDIMENT AND NUTRIENT REDUCTION PROGRAM**  
**GRANT CONTRACT**  
BETWEEN THE  
Great Lakes Commission  
AND the City of Duluth

This Grant Contract ("Contract") is made between the Great Lakes Commission ("Commission") and the City of Duluth ("Grantee"), both sometimes hereinafter collectively referred to as the "Parties." The purpose of this Contract is to provide funding in exchange for work to be performed for the project named below (the "Project"). The Commission is authorized to provide grant assistance pursuant to U.S. Department of Agriculture Natural Resources Conservation Service (NRCS) Award Number NR213A750013C001 to implement the priorities of the Great Lakes Restoration Initiative (GLRI) as specified in Interagency Agreements between NRCS and the U.S. Environmental Protection Agency. This Contract is subject to the terms and conditions specified herein.

**Project Name:** Keene Creek Resiliency Report - Irving Park Biofiltration Basin

**Project Number:** GLSNRP-12-05

**Project Start Date:** upon contract execution

**Project End Date:** December 31, 2023

**Project Authorized Watershed(s) (HUCs):**

040101020405, 040102011604

**Total Phosphorus Reduction Target:** 16.59 lbs.

**Project Grant Amount:** \$121,000.00

**Project Advance (10% of grant):** \$12,100.00

**Project Match:** \$31,250

**Project Total (grant plus match):** \$152,250

**Grantee Project Manager:**

Tom Johnson, Senior Engineer

City of Duluth

411 West First Street

Duluth, MN 55812

218-730-5103

tajohnson@duluthmn.gov

**Commission Point of Contact:**

Nicole Zacharda, Program Manager

Great Lakes Commission

1300 Victors Way, Suite 1350

Ann Arbor, MI 48108-5203

734-396-6084

nzacharda@glc.org

The individuals signing below certify by their signatures that they are authorized to sign this Grant Contract on behalf of their agencies, and that the Parties shall fulfill the terms of this Contract, including any attached appendices, as set forth herein.

Having read and understood the terms of the Contract, the Parties do by their respective signatures dated below hereby execute this Contract in two (2) originals. One (1) original shall be retained by each Party. If there is any inconsistency between the documents, the document on file at the Commission shall control.

**One fully-executed Contract, including the insurance certification and documentation (Appendix C), must be returned to the Commission by October 1, 2022, or this grant offer will be void. Requests for extensions may be granted by the Commission in its sole discretion if made more than seven (7) calendar days in advance of this date.**

**FOR THE GRANTEE:**

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name / Title

**FOR THE GREAT LAKES COMMISSION:**

\_\_\_\_\_  
Thomas R. Crane, Deputy Director

\_\_\_\_\_  
Date

## **CONTRACT APPENDICES**

**Appendix A – Approved Project Work Plan and Budget**

**Appendix B – Reporting Forms**

**Appendix C – Insurance Certification and Documentation**

**Appendix D – Federal Requirements**

**Appendix E – NRCS-GLC Cooperative Agreement # NR213A750013C001**

## **I. PROJECT SCOPE**

- (A) This Contract and its appendices constitute the entire Contract between the Commission and the Grantee. The Contract may be modified only by signed written agreement between the Commission and the Grantee. If any provision of this Contract shall for any reason be held by a court of law to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this Contract. All remaining provisions of this Contract shall remain in full force and effect.
- (B) The scope of this Project is limited to the activities specified in the approved Project work plan and budget (Appendix A), which is specifically incorporated by reference herein and made part of this Contract. Changes in Project scope may require prior written approval in accordance with Section III of this Contract.
- (C) By acceptance of this Contract, the Grantee commits to complete the Project, including without limitation meeting or exceeding the approved Phosphorus Reduction Target specified on page one of this Contract, along with other applicable measures of progress identified within Appendix A, and submitting all required reporting during the effective dates of this Contract, in accordance with the terms and conditions of this Contract.
- (D) This Contract is funded by the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) through a grant to the Great Lakes Commission. Neither the United States nor any of its departments, agencies, or employees is a party to this Contract.
- (E) The Grantee commits to implement conservation practices to reduce phosphorus and sedimentation only within the area(s) identified in Appendix A and listed on page one of this Contract, and to report on progress and results that specifically relate to the practices described and installed under this Contract.
- (F) Grant funds provided herein cannot be used to provide additional cost-share or pay for technical assistance to plan, design, or install any conservation practice paid for in any part by farm bill programs administered by USDA-NRCS, such as EQIP, other GLRI awards, Clean Water Act section 319 programs or other federally-funded programs.

## **II. CONTRACT PERIOD**

Upon signature by the Grantee, the Contract shall be effective from the Start Date until the End Date on page one of this Contract, unless terminated sooner as provided in this Contract (Section XVIII). The Commission shall have no responsibility to provide funding to the Grantee for Project work performed except between the Start Date and the earlier of the End Date specified on page one or the date of Termination. Expenditures made by the Grantee prior to the Start Date or after the earlier of the End Date or the date of Termination of this Contract are not eligible for payment under this Contract.

## **III. CHANGES**

The Grantee must receive prior written approval from the Commission for: (1) any changes to the Grant Contract, (2) material changes to the approved project work plan (Appendix A), which include changes in Project activities that may compromise achievement of the Phosphorus Reduction Target specified on page one of this Contract and other applicable measures of progress, (3) changes to the approved Project budget (including transfers of funds between existing budget categories) in excess of \$5,000 or that will result in a material change to the approved Project work plan, or 4) an extension of the End Date listed on page one.

All such changes must be requested by the Grantee in writing on organizational letterhead and, if approved, will be formalized by the Commission in writing in the form of a Contract Amendment. The Commission reserves the right to deny requests for changes to the Contract or to its appendices.

For budget changes totaling less than \$5,000, the Grantee does not need prior authorization from the Commission unless the changes will result in a material change to the approved Project work plan (e.g., moving funds from an approved conservation practice to a different practice or activity not identified in the existing Project work plan and/or changes that may compromise Grantee's achievement of the Phosphorus Reduction Target). To implement non-material budget changes less than \$5,000, the Grantee should amend its Invoice

Form (Appendix B.1) to reflect the adjusted budget amounts in the “Budget Adjustments” column, and then clearly describe all budget changes within the Narrative Progress Report Form (Appendix B.3) for the next reporting period.

#### IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

- (A) The Grantee shall complete all deliverables specified in Appendix A of this Contract and meet or exceed the approved Phosphorus Reduction Target and other applicable measures of progress during the Contract period specified on page one of this Contract.
- (B) Quarterly Reporting: The Grantee shall be required to complete and submit progress reports at least quarterly (i.e., every three months) following the procedures and schedule detailed below, **even if no Project activity has occurred and no funds are being requested during the reporting period**. These reports shall be due fourteen (14) days after the end of each quarter of the federal fiscal year, which runs from October 1 through September 30. Reports are due as follows:

Reporting Period	Due Date
Q1: October 1 – December 31	January 14
Q2: January 1 – March 31	April 14
Q3: April 1 – June 30	July 14
Q4: July 1 – September 30	October 14

**Your first quarterly progress report is due January 14, 2023**, with additional progress reports due every three months thereafter. The final quarterly report shall be due no later than October 14, 2025. Failure to submit quarterly reports in a timely fashion may result in Contract termination.

Progress report forms must include a signed (electronic or hard copy) invoice for reimbursement, a description of the conservation practice(s) installed during the quarter, and a narrative report of the Project’s activity. Before, during, and after pictures will also be required for the Project and should be submitted with each quarterly report. Quarterly reports must report on the *entire 3-month period*, through the final day of the last month of the reporting period and should not be signed and dated prior to the end of the period.

- (C) Monthly Reporting (Optional): The Grantee may choose to submit reports and invoices on a monthly basis. Monthly reports will include the same components as above and shall be due no later than fourteen days after the end of the calendar month under consideration. Monthly reports should include the *entire month* and should not be signed and dated prior to the end of the month. If the Grantee chooses to submit three separate monthly reports and invoices, then a quarterly report is not required. However, the entire three-month period must be reported in monthly increments for that quarter (in lieu of a single quarterly report) to stay on schedule with the quarterly reporting timeframes listed above.
- (D) Report Submittal: Quarterly report file names must include the Project Number (listed on page one of this Contract) and be labeled according to the federal fiscal year and quarter using the format: FY followed by the last two digits of the federal fiscal year followed by a dash (–) followed by either Q1, Q2, Q3 or Q4 depending on the particular quarter. An example for a report submitted in the second quarter of federal fiscal year 2022 would be GLSNRP-12-00 – FY22-Q2. Monthly reports should be labeled with the fiscal year and month (e.g., GLSNRP-12-00 – FY22-April). Please note the federal fiscal year begins on October 1 of each year, thus quarters aligns with the table in Paragraph (B), above.

To submit a progress report, please use the following procedure:

1. The following three forms (provided to the Grantee as Appendices to this Grant Contract) must be completed for each report:
  - a. Invoice Form (Appendix B.1), signed by an Authorized Representative of the Grantee,
  - b. Load Reduction Reporting Form (Appendix B.2), submitted as an Excel file – no pdfs, and
  - c. Narrative Progress Report Form (Appendix B.3).

Additional material such as pictures and news articles may be included within the narrative report.

2. Access the program webpage at [https://www.glc.org/work/sediment/progress\\_report](https://www.glc.org/work/sediment/progress_report) and fill out the submittal data/information – Project Number, Contact Name, Email, and Project Title in the web form.
3. Upload each form by clicking on the Choose File buttons and finding the appropriate completed form in your files.
4. Once all forms have been selected, submit the web form.

(E) Final Project Report: The Grantee shall provide a Final Project Report using the final report form and instructions provided at [https://www.glc.org/work/sediment/final\\_report](https://www.glc.org/work/sediment/final_report), as well as a final Invoice Form (Appendix B.1) for all remaining eligible Project expenses and a final Load Reduction Reporting Form (Appendix B.2). Final Project Report procedures for submittal are similar to those listed above for the quarterly reports. The Final Project Report, Invoice Form, and Load Reduction Reporting Form must be submitted by **November 30, 2025**. The Grantee may invoice the Commission for costs incurred in preparation of the Final Project Report, Invoice Form, and Load Reduction Reporting Form; however, Projects are expected to be complete not later than September 30, 2025, the End Date depicted on page one of this Contract.

## **V. RESPONSIBILITIES**

(A) The Commission covenants to:

1. Respond to questions and inquiries from the Grantee in a timely manner.
2. Respond to all requested changes to the Contract, material changes to the Project work plan (Appendix A), and to budget changes in excess of \$5,000 in writing.
3. Provide administrative guidance to the Grantee on the Project.
4. Assure timely review and processing of Narrative Progress Reports and Invoices.
5. Share Project outcomes and progress, including load reductions and innovative approaches, across the Great Lakes region.

(B) The Grantee covenants to:

1. Fulfill all requirements in the Project work plan (Appendix A) or as modified by Contract Amendment, including the approved Phosphorus Reduction Target specified on page one of this Contract.
2. Appoint a designated staff contact person to serve as the day-to-day contact with the Commission in the administration and execution of the Project (identified as the Grantee Project Manager on page one of this Contract). Should this person change duties or leave the Grantee organization during the Contract period, the Grantee must notify the Commission of such changes in writing within 30 calendar days of the change, identifying who shall be responsible for the continued direction and management of the Project.
3. Design and install all implementation practices according to USDA-NRCS standards and specifications, applicable state standards, or under the approval of a certified professional engineer or agronomist, as applicable for the specific practice.
4. Obtain all necessary federal, state, and local government permits and approvals where necessary for the proposed work prior to the expenditure of funds for those activities requiring permits.

5. Achieve the total soil and phosphorus reduction savings as specified in the Project work plan (Appendix A) and documented within the Load Reduction Reporting Form (Appendix B.2).
  6. Provide before, during, and after pictures of the implementation, media events, and other activities of interest to the Project.
  7. Abide by all local, state/provincial, and federal laws, rules, ordinances and regulations in the performance of this Project and conduct all work in a lawful and safe manner, consistent with the standards and level of care normally provided under this profession. The Grantee is solely responsible for determining the requirements for and obtaining any permits or licenses that may be required by local, state, or federal laws, regulations, or rules to carry out the activities funded under this Contract.
  8. Preserve and submit appropriate documentation to support reported expenses on quarterly invoices (or monthly, if preferred) to the Commission, within 14 days after the end of the quarter (or month).
  9. Submit a Final Project Report, final Invoice Form (Appendix B.1), and final Load Reduction Reporting Form (Appendix B.2) due no later than November 30, 2025.
  10. Plan and conduct outreach efforts in a timely manner consistent with the requirements of the Project work plan (Appendix A). Outreach materials and all communications with the media and the public should acknowledge the Project funders and other cooperators, as appropriate. Additional details are provided in Appendix D of this Contract, Federal Requirements. The Grantee should seek approval from the Commission prior to using the Commission's logo.
  11. Request changes to the Contract, work plan, or budget (as described in Section III) in writing on the Grantee's organizational letterhead.
  12. Unless otherwise specified in separate landowner cost-share agreements, the Grantee shall provide necessary maintenance and/or repairs both during and after the specified Contract period to assure continued performance of practices installed consistent with Appendix A, and for the intended life of the practice under the relevant USDA-NRCS practice standard.
  13. The Grantee agrees to inform the Commission as soon as problems, delays, or adverse conditions become known which will materially impair the Grantee's ability to meet the outputs/outcomes specified in the approved Project work plan (Appendix A).
- (C) The Grantee and any designee, subcontractor, or agent shall at all times be an independent entity. The Grantee shall, under no circumstance during the term of this Contract, be an employee or agent of the Commission. The Commission and Grantee agree that the Commission is not required to withhold income tax for any payment to the Grantee, its employees, or its designees or agents under this Contract, including reimbursement of expenses, but that it may file informational returns with the U.S. Internal Revenue Service (IRS) or similar federal or state agencies regarding payment made hereunder to the Grantee under conditions imposed by federal, state or local laws applicable to such payment. It is further understood that neither the Grantee, nor its designees, agents, or employees, are employees of the Commission or its party states, within the meaning or application of any federal or State of Michigan unemployment insurance, retirement benefits law or social security law, or any worker's compensation or industrial law or otherwise.
- (D) The Grantee shall secure the necessary personnel to perform the services as described in the approved work plan (Appendix A), and all personnel shall be employees or shall be under the direct supervision of the Grantee. The Grantee shall accept responsibility for and make payments as required by law for workers' compensation insurance, social security, income tax deductions, unemployment compensation, and any other taxes or payroll deductions as required by law for its employees. The above shall be the responsibility of any firm or individual employed under a subcontract. All personnel, employees, or subcontractors working under this Contract shall be professionally qualified to perform the duties required.
- (E) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractor under this Contract. The Grantee or its subcontractor shall, without additional compensation,

correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

- (F) The Commission's approval of all reports, products, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The Commission's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Grantee shall be and remain liable to the Commission for breach of obligation with respect to any of the services furnished under this Contract.
- (G) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the Commission for the purpose of obtaining this Contract or any payment under the Contract, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

## **VI. ASSIGNABILITY**

The Grantee and its respective directors, officers, and employees shall not transfer, pledge, mortgage, or otherwise assign the value of this Contract or assign or delegate any of Grantee's duties or obligations under this Contract to any other party without the prior written consent of the Commission, which consent the Commission may grant or withhold in its sole discretion.

## **VII. SUBCONTRACTS**

- (A) Subject to all applicable provisions of this Contract, the Grantee may enter into subcontracts for the performance of work under this Contract.
- (B) No subcontract shall be deemed an assignment of Grantee's rights or obligations under this Contract. No subcontract shall relieve Grantee of any of Grantee's obligations under this Contract and Grantee shall remain solely responsible to the Commission for performance of its obligations under this Contract. Except as specifically provided herein, no subcontract shall create any contractual relationship between the Commission and the subcontractor. The Commission shall not be liable to any subcontractor for performance of any obligations under the subcontract including without limitation payment to the subcontractor. The Commission shall consider Grantee to be the sole point of contact for all matters relating to this Contract, including without limitation the payment of any and all charges resulting from the Grant.
- (C) Grantee shall ensure that any subcontractor is qualified to perform the duties required.
- (D) Grantee shall require that all subcontractors comply with the provisions of Sections VIII (Non-Discrimination), XI (Conflict of Interest), XII (Anti-Lobbying) and debarment and suspension requirements incorporated by reference within Appendix D (Federal Requirements) of this Contract.
- (E) Grantee shall require and ensure that all subcontractors maintain the insurance coverage required pursuant to Appendix C of this Contract. Upon request from the Commission, Grantee shall provide the Commission with proof (i.e., a certificate of coverage) showing that each subcontractor has met the minimum insurance requirements within Appendix C.
- (F) The Grantee and its agents and designees agree to follow procurement standards established under Uniform Guidance 2 CFR 200.

## **VIII. NON-DISCRIMINATION**

The Grantee shall comply with all Civil Rights Acts, as amended and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or in part of an individual's income is derived from any public assistance program. The Grantee agrees to include in every

subcontract entered into for the performance of this Contract this covenant not to discriminate. A breach of this covenant, whether by Grantee or any subcontractor to Grantee, shall be deemed a material breach of this Contract by Grantee.

#### **IX. DISPUTE RESOLUTION AND GOVERNING LAWS**

- (A) The Parties agree to work in good faith to resolve any disputes over the interpretation of the terms of this Contract. If the Parties are not able to resolve their differences, the Parties shall be entitled to submit to a court of competent jurisdiction as provided herein.
- (B) This Contract shall be construed in accordance with and governed by the laws of the state of Michigan.
- (C) Any suit to enforce or interpret this Contract shall be brought in the federal or state courts residing in Washtenaw County, Michigan.

#### **X. LIABILITY**

- (A) The Grantee agrees to defend, indemnify, save, and hold harmless the Commission, its representatives, employees, agents, officers, directors, and party states from and against any and all liabilities, obligations, penalties, costs, claims, injuries (including death), demands, damages, expenses and losses, including, but not limited to, attorney fees, consultant fees and expert witness fees, arising in whole or in part out of any act, error or omission of the Grantee, its employees, officers, agents or subcontractors, including, but not limited to: a) any negligent or tortious act, error, or omission; b) any failure to perform obligations, either express or implied, under this Contract; c) any misuse, or failure to properly account for the use, of funds received under the Grant; d) any release of any pollutant or hazardous substance or hazardous material, without regard to whether such release is negligent, reckless or violates any applicable local, state or federal ordinance, statute, rule or regulation; and e) any failure to comply with any applicable local, state, or federal ordinance, statute, rule, regulation or requirement including any permit, license or order issued thereunder which governs or applies to the work under this Contract.
- (B) The Grantee understands and agrees that the Commission's only financial obligation with respect to the Grantee in connection with the Project is to provide funding as set forth herein. The Commission shall have no other liability or obligations to or on behalf of the Grantee except those expressly stated herein.
- (C) The Grantee's obligation under Section X(A) shall survive the End Date or earlier termination of this Contract and shall remain in full force and effect.
- (D) In the event of Grantee negligence, the Grantee shall be responsible for any repairs or replacements to the installed practices (at Grantee's expense) that may be needed to assure continued performance of practices for the intended life of the practice under the relevant USDA-NRCS practice standard. See also Section XIX, Force Majeure.

#### **XI. CONFLICT OF INTEREST**

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies or their families shall benefit financially from any part of this Contract.

#### **XII. ANTI-LOBBYING**

The Grantee shall ensure that no funds provided under this Contract are used to engage in lobbying of the Federal Government, in litigation against the United States unless authorized under existing law, or for other political activities. Further, the Grantee shall require that the language of this assurance be included in the agreement documents of all subcontracts at all tiers.

#### **XIII. AUDIT AND ACCESS TO RECORDS**



- (A) Grantee agrees to maintain any and all Project files for all activities associated with this Project Contract for a period of three (3) years after the final payment has been issued to the Grantee by the Commission and in accordance with generally accepted accounting principles. The files shall contain at a minimum: Project work plans, copies of all federal and state permits/consultations associated with Project implementation, copies of all financial documents and supporting materials, including source documentation for all accounting records for all costs incurred under this grant. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subcontract agreement documents. In addition, Grantee agrees to maintain comparable records of all maintenance and repair work performed pursuant to Section V(B)13 of this Contract until three (3) years after the intended life of the installed practices under the relevant USDA-NRCS practice standard.
- (B) The Commission reserves the right to conduct a programmatic and financial audit of the Project, and the Commission may withhold payment until the audit is satisfactorily completed.
- (C) The Commission, USDA-NRCS, EPA and the Federal Office of the Inspector General, at all reasonable times during normal business hours, shall have the right to inspect, audit, and reproduce all records, books, documents, correspondence, instruction, drawings, receipts, vouchers, memoranda, similar data and other evidence, and accounting procedures in any manner relating to this Contract, and the work performed and services rendered hereunder. Furthermore, Grantee agrees to allow an appropriate representative of the Commission, USDA-NRCS, EPA or the Federal Office of the Inspector General to interview any officer or employee of the recipient, subcontractor, grantee, sub grantee, or agency regarding such transactions related to this Contract. The Commission may demand, and Grantee shall be required to deliver, forthwith, such additional records, accounts, summaries, and supporting documents as the Commission in its sole discretion may deem appropriate.
- (D) In accordance with Uniform Guidance 2 CFR 200 Subpart F, the Grantee hereby agrees to obtain a single audit from an independent auditor **if it expends \$750,000 or more in total Federal funds in any fiscal year**. If this applies to the Grantee at any point during the Contract period, the Grantee shall submit the SF-SAC and a Single Audit Report Package using the Federal Audit Clearinghouse's Internet Data Entry System (see <https://facweb.census.gov/uploadpdf.aspx>) within nine months after the end of the Grantee's fiscal year or 30 days after receiving the report from the auditor and provide an additional copy to the Commission.

#### **XIV. MATCH REQUIREMENTS**

- (A) The Grantee is committed to the match amount listed on page one of the Contract, in accordance with the approved budget in Appendix A. Match cannot be earned prior to the Start Date on page one of the Contract. The Grantee shall expend all local match committed to the Project by the End Date on page one of the Contract.

Match can be in cash, in-kind or a combination of both. The list below is not exhaustive.

1. Cash is any money received from any source, other than from federal sources, that is part of the applicant's annual budget and audit process and will be utilized in the implementation of the Project.
2. In-kind includes services or financial contributions to the Project not paid for with the grant or other federal funds. These include:
  - a. Technical and/or administrative assistance provided by the Grantee, other entities, or persons not paid for with the grant or with federal funds.
  - b. All or a portion of the Grantee's indirect costs not otherwise paid for with the grant or with federal funds.
  - c. Use of local and state agency vehicles other than those of the Grantee.
  - d. Cost-share agreements from landowners.
  - e. Unpaid members of local task forces, watershed councils, work groups, citizen groups, etc. are considered volunteers, and may be calculated at the prevailing national minimum

wage (currently \$7.25/hour) unless justification is provided for a higher rate. Additional skilled labor may be charged at a higher rate with additional, detailed justification.

- (B) Grantee match from other projects may not be counted toward meeting the specific match requirement of this Contract and must come from non-Federal sources.
- (C) Should the Grantee become aware that it may be unable to provide the Grantee match amount identified on page one of this Contract, the Grantee must:
  - 1. Immediately notify the Commission's Point of Contact of the situation and provide a detailed description of the Grantee's impaired ability to provide the match amount;
  - 2. Specify the steps Grantee plans to take to secure replacement Grantee match in writing for approval by the Commission; and
  - 3. Indicate the Grantee's plans to either continue or phase out the Project in the absence of Grantee match.
- (D) If the Commission agrees to the Grantee's proposed plans, the Grantee will be notified accordingly. If the Grantee's plans are not acceptable to the Commission, the Contract may be subject to termination or modification. Modifications to proposed Grantee match revisions may be made on a case-by-case basis.
- (E) Failure by the Grantee to notify the Commission in accordance with paragraph (C) above may result in the disallowance of some or all of the costs charged to the grant, the subsequent recovery by the Commission of some of the grant funds, and possible termination of the Contract.
- (F) The Grantee must maintain records of all Project costs that are claimed by the Grantee as Grantee match, as well as records of costs to be paid with grant funds. If the Grantee's match includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

#### **XV. OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims for reimbursement made to the Commission under this Contract must not be financed by any source other than the Commission under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete the item(s) in question from its billings, or to immediately refund to the Commission, the total amount representing such duplication of funding.

#### **XVI. COMPENSATION**

- (A) The Commission shall pay the Grantee a total amount not to exceed the amount on page one of this Contract, in accordance with the approved budget for the Project (Appendix A or its approved amendments), and only for eligible expenses already incurred and paid by the Grantee. Any change in the approved budget meeting the conditions listed in Section III must be approved in advance and in writing by the Commission. All other costs necessary to complete the Project are the sole responsibility of the Grantee. Labor cost charges to this grant must be based upon salaries actually earned and the time actually worked on this Project. Costs that cannot be supported by source documentation or that are incurred outside of the approved Project period and budget may be disallowed and may result in grant funds being returned to the Commission by the Grantee.
- (B) Payments for work conducted under this Contract are made on a cost reimbursement basis. After reviewing the reports submitted by the Grantee as specified in Section IV for satisfactory progress and approving all submitted expenses, the Commission shall initiate the reimbursement process. This process can take up to 90 calendar days to complete. Compiled reimbursement requests from all Great Lakes Sediment and Nutrient Reduction Program grant projects are submitted to the USDA-NRCS each mid-month. If the Grantee does not submit a complete report, including a signed Invoice Form, by the fourteenth of the month, payment may be delayed by an additional 30 days. **The Commission is not responsible for delayed payments if funds from USDA-NRCS are not provided in a timely manner to cover the reimbursement request from the Grantee, nor is the Commission responsible for delays arising from incomplete or inaccurate reporting by the Grantee.**

- (C) The Commission reserves the right to request additional information necessary to substantiate payment requests.
- (D) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Contract are not allowed under this Contract and the Commission is not liable for these costs.
- (E) The Commission shall provide an advance of **ten percent (10%)** of the Project budget listed on page one of this Contract to the Grantee upon execution of this Contract. Grantee will draw upon these funds to cover initial costs for the Project and to assist in cash flow during the implementation. Advanced fund expenditures must be noted by the Grantee on the Invoice Form (Appendix B.1).
- (F) Payment for reimbursable Project costs shall be made only upon receipt and approval of quarterly or monthly reports as specified in Section IV and described in the approved work plan (Appendix A). The final reimbursement request for the Contract shall be made only upon receipt and approval of the Final Project Report, final Invoice Form (Appendix B.1), and final Load Reduction Reporting Form (Appendix B.2).
- (G) If the Final Project Report, final Invoice Form (Appendix B.1), final Load Reduction Reporting Form (Appendix B.2) or other Project deliverables are found to be incomplete or otherwise unacceptable by the Commission, or if the Project work has not been accomplished in accordance with the approved work plan (Appendix A), the Commission reserves the right to retain a **five percent (5%)** holdback of funds until the Project is completed in accordance with Section XVIII and Appendix A.

#### **XVII. CLOSEOUT**

- (A) A determination of Project completion, which may include a site inspection and an audit, shall be made by the Commission after the Grantee has met all match obligations, satisfactorily completed required reports, and provided products and deliverables described in Appendix A. The determination shall be conveyed to the Grantee in the form of a Final Close-Out Letter from the Commission.
- (B) Upon issuance of final payment from the Commission, the Grantee releases the Commission of all claims against the Commission arising under this Contract. Unless otherwise provided in this Contract or by state law, final payment under this Contract shall not constitute a waiver of the Commission's claims against the Grantee.
- (C) The Grantee shall immediately refund to the Commission any payments made in excess of the documented costs allowed by this Contract.

#### **XVIII. TERMINATION**

- (A) This Contract may be terminated by either Party before the End Date for any reason subsequent to the provision of 30 days advance notice to the other Party. Any termination notice shall be provided in writing specifying the reasons for termination and new project end date. Notices shall be sent by certified mail with return receipt requested.
- (B) If the Contract is terminated, the Grantee shall continue to be responsible and liable for the proper performance of its obligations through the date of termination, unless otherwise instructed by the written notice. The Commission shall honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Contract through the date of termination, upon which time all outstanding reports and documents are due to the Commission and the Commission shall no longer be liable to pay the Grantee for any further charges to the grant. If funds previously advanced to the Grantee have not been expended in the performance of the Project, all unexpended funds shall be returned to the Commission or a settlement shall be negotiated as to the proportion to be reimbursed based on satisfactory work completed.

#### **XIX. FORCE MAJEURE**

Neither of the Parties hereto shall be liable for damages for any delay or default in performance during the term hereof if such delay or default is caused by conditions beyond its control, including, but not limited to, acts of God, government restrictions, continuing domestic or international problems such as wars, threats of terrorism, or insurrections, strikes, fires, floods, work stoppages (not issued by the Commission), and embargoes.

## **XX. SAFETY**

The Grantee agrees that it alone shall be responsible for the safety of its representatives while performing any services hereunder and will familiarize itself with any hazards it may encounter in conducting its work hereunder, including threats arising from the COVID-19 pandemic. The Grantee agrees to comply with all applicable federal, state, municipal and local laws, rules, ordinances and requirements concerning health, safety, and training with respect to Grantee's work hereunder, including the Federal Occupational Safety and Health Act of 1970, as amended under 29 CFR 1910 et seq., and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder.

## GLSNRP Work Plan

Applicant Organization:	City of Duluth, Minnesota
Project Name:	Keene Creek Resiliency Report - Irving Park Biofiltration Basin
Project Manager:	Tom Johnson, Senior Engineer – City of Duluth
Project Manager Contact Information:	(218) 730-5103 tajohnson@DuluthMN.gov
Award Amount:	\$121,000
Match/ In-kind Amount:	\$31,250
Total Project Cost (grant request + match):	\$152,250

### 1. Project Description

Utilizing funds from the GLSNRP, Duluth aims to implement a high visibility green infrastructure project in an area that had been previously identified through a feasibility study with the goal to increase community climate resilience and enhance the condition of Lake Superior's outstanding water resources. Modeled after similar mapping efforts conducted by the University of Minnesota Institute on the Environment, the City has systematically identified, prioritized and cataloged the convergence of underutilized or vacant parcels within the immediate proximity of stormwater collectors and seeks to accelerate implementation of stormwater green infrastructure.

Located in the Irving Neighborhood on Duluth's West End, the Irving Park raingarden with biofiltration features as proposed will provide treatment to 17.341 acres of urban runoff, actively contribute to GLRI Focus Area 3 Measures of Progress in Lake Superior and the St. Louis River Estuary, and increase the climate resiliency of an economically disadvantaged, flood-prone locale. The underutilized area of the proposed raingarden, systematically identified through extensive geospatial analyses (Draft Resiliency Report – Keene Creek Watershed, p. 14), will serve to offtake and subsequently treat southerly stormwater flows of existing conveyance infrastructure along South 57th Avenue West. Flows received to the proposed basin will be treated for E. coli via combination of beneficial perennial plantings and engineered soil media which incorporates bio-char prior to subsurface drain reconnection to existing conveyance systems. Bio-char amended soils are believed to be an effective method by which to retain bacteria, this was concluded with guidance from the most recent version of the Minnesota Stormwater Manual, [https://stormwater.pca.state.mn.us/index.php?title=Biochar\\_and\\_applications\\_of\\_biochar\\_in\\_stormwater\\_management](https://stormwater.pca.state.mn.us/index.php?title=Biochar_and_applications_of_biochar_in_stormwater_management). Additionally, the use of a sediment pretreatment basin will aid in the capture of sediment and sediment-bound phosphorus during annual maintenance. The particular soil media will be chosen with guidance from the chosen consultant for design and local researchers to best characterize pollutant removal from stormwater flows before their eventual discharge to nearby Keene Creek. Being located in a highly visible location near to parkland frequented by recreationalists, the area utilized for stormwater treatment will be publicly demarcated via the usage of educational signage meant to increase awareness of water quality enhancement mechanisms, and generally beautify the western portion of Irving Park.

The proposed location of the biofiltration raingarden in Irving Park, as designed, will mitigate E. coli deposition to Keene Creek and confer improved water quality benefits to the St. Louis River Estuary, and to Lake Superior. The installation of this stormwater treatment feature will serve to enhance the appearance of an underutilized portion of Irving Park, function as an educational component to recreationalists and passersby, and aligns with goals for the creek corridor and park usability in general. Awarded funds from the Great Lakes Sediment

and Nutrient Reduction program for the purpose of implementing the raingarden in Irving Park would represent a crucial first investment in the City of Duluth’s stormwater green infrastructure geospatial mapping process, likely “proving” our method to other grantors and accelerating the rollout of stormwater green infrastructure across the City.

## 2. Project Work Area

HUC-12 Code(s)	HUC-12 Watershed Name(s)
040101020405	City of Duluth – Frontal Lake Superior
040102011604	St. Louis River

List the county or counties that comprise your project work area:

St. Louis County

## 3. Conservation Practices to be Installed

The following table includes a list of approved conservation practices to be installed with this award. Any changes to the amount of practice to be installed, the budget for each practice, and/or the addition of a conservation practice will require written approval from the Commission. Detailed information on conservation practices can be found in Section 9, Details on Conservation Practices.

Practices	Amount (e.g., acres, linear feet, etc.)	Budgeted for Installation	Annual Soil Savings	Annual Total Phosphorus Savings	Feet of Streambank Restored	Annual Gallons Stormwater Captured or Treated
Underground Outlet (620)	70 linear feet	\$33,000	0 tons	0 pounds	N/A	0 gallons
Sediment Basin (350)	500 cubic yards	\$33,000	1.7 tons TSS	16.59 pounds	N/A	7.2 million gallons

## 4. Timing of Conservation Practice Implementation

Practice Name	Federal FY 2023	Federal FY 2024	Federal FY 2025
	Amount Installed	New Amount Installed	New Amount Installed
Underground Outlet (620)	0 linear feet	70 linear feet	0 linear feet
Sediment Basin (350)	0 cubic yards	500 cubic yards	0 cubic yards

## 5. Schedule of Activities

Activity	Planned Delivery Date
Formulation of RFP	10/1/2023
Issuance of RFP to hire engineering consultants	11/1/2023
Review, score, and select highest scoring RFP response	12/1/2023
Complete contracts with consultant and facilitate kickoff meeting with project partners. Issue Notice to Proceed with final portion of site design.	1/15/2024
Final Design/Construction Plans Approval. Plans put out for public bid/awarded to low bidder	4/1 - 4/28/2024
Issuance of Notice to Proceed with project construction of the proposed Irving Park biofiltration raingarden.	5/15/2024
Share news of the implementation of the Irving Park raingarden; inspect completed work and sign-off on completion of project as required per site design standards	Summer of 2024
Complete construction of the biofiltration raingarden. Site visit and review maintenance with City of Duluth Utility Operations staff to discuss long term O&M of the BMP.	9/30/2024
Complete Final Report and invoice	12/31/2024

## 6. Performance Measures

<b>Estimated annual Total Phosphorus (TP) reduction (pounds):</b>	16.59 pounds per year
<b>Description of activities intended to assure performance:</b> See response to “Estimated annual gallons of untreated stormwater runoff captured or treated” below.	

<b>Estimated annual gallons of untreated stormwater runoff captured or treated</b>	7.2 million (for maximum allowable area of 12 acres in EPA’s stormwater calculator)
<b>Description of activities intended to assure performance (300 words or less):</b>  In addition to the many alignments of the Irving Park biofiltration raingarden to previously enacted climate ordinances, the implementation of the feature as described will substantially contribute to the mitigation of a known bacterial impairment in Keene Creek, and, as a consequence, GLRI Focus Area 3. The City of Duluth has engaged in extensive measures intended to identify and mitigate the incidence of E. coli loading to the receiving waters of Keene Creek with the goal of addressing TMDL impairments. Implementation of the project as proposed offers considerable opportunity for water quality improvement as a 2019 bacterial source assessment conducted by Burns and McDonnell identified the specific location of the proposed Irving Park biofiltration raingarden as one likely to harbor bacterial growth. Forthcoming initiatives of the One Watershed, One Plan in addition to future bacterial monitoring efforts by the Minnesota Pollution Control Agency will allow for ongoing evaluations of performance rooted in the interplay of climate resiliency and the quality of our outstanding water resources.	

## 7. Communication Efforts

### A. Kickoff Event

Following the RFP process, and prior to the issuance of a Notice to Proceed, City of Duluth stormwater engineers, utility program coordinators and sustainability professionals will meet with the selected engineering firm to discuss the project and its desired outcomes. Serving as a sort of “kickoff meeting”, details on this project’s source of funding, a description of desired public engagement via social media, and the broader impact of implementing a project from the aforementioned Keene Creek Resiliency Report will be relayed to all project partners. The City of Duluth regularly relies upon both in-person conference rooms and virtual meeting platforms to conduct official business, and will monitor the ongoing COVID-19 pandemic before determining how best to facilitate this introductory discussion.

## **B. Ongoing Outreach**

Duluth has a robust public engagement culture. All park and community development planning is vetted through processes that include on-site public meetings, web-based and paper surveys that produce Small Area Plans and park Mini-master Plans that guide development. Irving Park has a complete and approved Mini-master Plan facilitated by Duluth Parks and Small Area Plan facilitated through Duluth LISC and Duluth’s Community Development division. Improvements to the Keene Creek watershed are in keeping with these publicly approved plans. This project serves to make measurable steps towards improving water quality while complimenting park usability. Duluth regularly updates residents on park related matters via public meetings, press releases, and Facebook and Instagram.

Spreading awareness of the many benefits derived from nature-based stormwater management will gain public support for the implementation of additional green stormwater projects. Site design of the biofiltration basin in Irving Park will include educational signage intended to increase awareness to passersby on the many benefits of nature-based stormwater treatment systems, and the ecological advantages conferred via perennial grasses, forbs and wildflowers beneficial to pollinators and other desirable species.

Duluth maintains working relationships with the Regional Stormwater Protection Team (RSPT), an assortment of local, state and federal government officials, agency partners, and university professionals. RSPT, which allows its members to annually vote upon and select “focus areas” has, for Fiscal Year of 2022, selected green infrastructure as an area of particular value for outreach and engagement. Duluth will gladly share with the RSPT the project progress and outcomes to foster mutual learning and cross-network sharing of green infrastructure implementation strategies. Duluth is committed to accelerating the rollout of nature-based stormwater treatment strategies and will participate in public and professional stormwater outreach opportunities as they are identified.

## **C. Project Wrap-up**

Duluth has multiple ways to disseminate information to project funders and the public. In addition to Duluth’s Facebook and Instagram accounts and ongoing working relationship with RSPT, Duluth employs a Public Information Officer who frequently publishes statements and press releases about Duluth’s advancements and successes. Duluth will conduct at least one press release highlighting the project and its impact for local water quality. Duluth has engaged in high-impact outreach and information transfer projects in the past, including the Duluth Citizens’ Climate Action Plan and the ImagineDuluth2035 Plan, and is committed to engaging with and educating members of the public on future green infrastructure implementation plans.

## **D. Knowledge Transfer**



Duluth is willing to attend virtually and will revisit the possibility of physically attending this event closer to the scheduled date in 2024.

## 8. Budget Narrative

### A. Salaries and Fringes

N/A

### B. Travel

N/A

### C. Equipment

N/A

### D. Supplies and Materials

N/A

### E. Other Direct Costs

N/A

### F. Contractual Services

Type of Service (and Conservation Practices to be Installed, if applicable)	Contract Amount (Grant Funding Only)
Contractual services for construction of underground outlet structures and sediment basin comprising the Irving Park biofiltration basin	\$66,000
Surveying, design and development of construction plans and technical specifications from contracted engineering firm for outlet structures and sediment basin comprising the Irving Park biofiltration basin; provide construction administration.	\$55,000

Where possible, please describe any additional plans or details you may have for the project tasks to be subcontracted.

N/A

### G. Indirect

N/A

### H. Match (25% minimum required)

Senior Engineer – \$79.94/hour x 50 hours = \$4,000.00 (salary & 60% fringe)

Utility Programs Coordinator – \$54.16/hour x 60 hours = \$3250.00 (salary & 60% fringe)

Total Amount in Salary + Fringe = \$7,250 and the one-time financial contribution of \$24,000 for a cumulative sum of \$31,250.

## 9. Details on Conservation Practices

The following table(s) describe approved conservation practices to be installed with this award. Any changes to the amount of practice to be installed, the budget for each practice, incentive method and rate, and/or the addition of a conservation practice will require written approval from the Commission.

Part I: Practice Details	
<b>Practice Name</b> (with <a href="#">NRCS FOTG code</a> , if applicable):	Underground Outlet (620)
<b>Description of Practice:</b>	Diversion of excess surface and shallow subsurface flows along South 57 <sup>th</sup> Avenue West via introduction of 70 feet of 10-inch diameter corrugated polyethylene pipe located beneath the driving surface; introduction of perforated pipe beneath surface of sediment basin for timely collection and conveyance of flows following percolation through engineered soil media
<b>Amount Implemented</b> (in appropriate units e.g. acres, linear feet, number of practices, etc.)	70 linear feet
<b>Cost per unit:</b> (where applicable include % contributed from landowners and other sources).	\$9.00/foot
<b>Funds Budgeted for Practice Installation:</b> (In dollars, grant fund expenditures only.)	\$33,000
<b>Estimated Installation Date(s):</b> (month/year)	09/2024
<b>Life of Installed Practice:</b>	At least 20 years
Part II: Performance Measures (as applicable, fill in all that apply)	
<b>Estimated Annual Soil Savings (in tons):</b>	N/A
<b>Estimated Annual Total Phosphorus Reduction (in pounds):</b>	N/A
<b>Nutrient management acres (improved amount, placement, or timing of fertilizer or manure):</b>	N/A
<b>Stormwater runoff captured or treated annually (gallons):</b>	N/A

<b>Shoreline or streambank stabilized (feet):</b>	N/A
<b>Additional measurable benefits:</b>	N/A
<b>Description of Calculation Methods:</b>	N/A

Part I: Practice Details	
<b>Practice Name</b> (with <a href="#">NRCS FOTG code</a> , if applicable):	Sediment Basin (350)
<b>Description of Practice:</b>	Excavated basin with sediment and trash pre-treatment forebay and biofiltration soil media for improvement to water quality; introduction of native perennial grasses, forbs and wildflowers species beneficial to pollinators and/or other desirable insects atop soil media designed to treat bacteria through the addition of bio-char, with an educational signage component for passers-by.
<b>Amount Implemented</b> (in appropriate units e.g. acres, linear feet, number of practices, etc.)	500 yards <sup>3</sup>
<b>Cost per unit:</b> (where applicable include % contributed from landowners and other sources).	\$5/cubic yard
<b>Funds Budgeted for Practice Installation:</b> (In dollars, grant fund expenditures only.)	\$33,000
<b>Estimated Installation Date(s):</b> (month/year)	09/2024
<b>Life of Installed Practice:</b>	At least 20 years
Part II: Performance Measures (as applicable, fill in all that apply)	
<b>Estimated Annual Soil Savings (in tons):</b>	1.7 tons TSS

<b>Estimated Annual Total Phosphorus Reduction (in pounds):</b>	16.59 pounds
<b>Nutrient management acres (improved amount, placement, or timing of fertilizer or manure):</b>	N/A
<b>Stormwater runoff captured or treated annually (gallons):</b>	7.2 million gallons (for maximum allowable area of 12 acres in EPA's stormwater calculator)
<b>Shoreline or streambank stabilized (feet):</b>	N/A
<b>Additional measurable benefits:</b>	N/A
	<p>To determine the estimated pollutant removal for Total P the estimated design parameters of the proposed biofiltration raingarden were entered into the MPCA MIDS Calculator including the drainage characteristics for the drainage area captured by the stormwater conveyance routed to the BMP. The associated drainage characteristics yielded a Total P load of 25.6 pounds with a pollutant removal efficiency of 65% to yield an estimate reduction of 16.59 pounds Total P annually.</p> <p>Additionally, the MPCA MIDS Calculator assigned the defined drainage area a total annual TSS load of 4664lbs with the designed BMP having a pollutant removal efficiency of 73% for TSS. Thus, the estimated annual capture of TSS for the BMP is 3411lbs or 1.7 tons.</p>
<b>Description of Calculation Methods:</b>	<p>The process for determining the annual stormwater runoff to be captured by the Irving Park biofiltration raingarden is as follows. ArcGIS Pro was used to digitize an area equal to the sum of the total catchment diverted to the planned biofiltration rain garden. The summation of this area (determined to be 70,176.537m<sup>2</sup> and converted to 17.341 acres) is composed of roads, sidewalks, driveway aprons residential rooftops, and a complex assortment of intermingled vegetated foliage existing on both public and private parcels. The highest allowable treatment area (12 acres) was submitted to the <a href="#">EPA's National Stormwater Calculator</a> assuming an 80% extent of impervious land cover and the following selections/entries of the tool were as follows:</p> <ul style="list-style-type: none"> <li>• Hydrologic Soil Group - D</li> <li>• Surface Slope (%) - 5</li> <li>• Precipitation Data Source - Duluth Intl. AP</li> <li>• Climate Change Scenario - None</li> <li>• % Lawn – 20</li> </ul>

- % Impervious – 80
- % Infiltration Basin – 100
- Years Analyzed – 20

The stormwater calculator results were as follows:

- Average Annual Rainfall (inches) – 28.26
- Average Annual Runoff (inches) – 16.97
- Days per Year with Rainfall – 57.41
- Days per Year with Runoff – 31.63
- Percent of Wet Days Retained – 44.91

The proposed practice is estimated to divert 90% of the 16.97 inches of annual stormwater runoff from the 17.341 acre catchment area for treatment and subsequently treat up to 7.2 million gallons of stormwater annually.

Invoice Form (Appendix B1)

updated 8/14/19

INVOICE FORM

NAME OF ORGANIZATION: City of Duluth  
 PROJECT NAME: Keene Creek Resiliency Report - Irving Park Biofiltration Basin  
 REPORTING PERIOD: **10/01/2022 - 12/31/2022**  
 (MM/DD/YYYY - MM/DD/YYYY)

PROJECT ID: **GLSNRP-12-05**  
 AWARD AMOUNT: **\$121,000.00**  
 MATCH AMOUNT: **\$31,250.00**  
 ADVANCE AMOUNT: **\$12,100.00**

Instructions: Fill in the yellow cells only.

	Total Amount Advanced (A)	Grant Funds Budget (B)	Previous Project Expenses To Date (C)  <i>Pull from previous invoice, Column E</i>	Amount Expended This Period (D)  <i>Include any advanced funds expended this period</i>	Total Project Funds Expended to Date (E = C + D)	Budget Adjustments To Date (Should add to \$0) (F)	Budget Remaining (G = B - E + F)	Balance Available for Reimbursement (After this Period) (H)	Pledged Match (I)	Previous Match Contributed To Date (J)  <i>Pull from previous invoice, Column L</i>	Match Contributed This Period (K)	Total Match Contributed to Date (L = J + K)	Balance Remaining from Pledged Match (M)
Salaries and Fringe Benefits	\$12,100.00	\$0.00			\$0.00		\$0.00	\$108,900.00	\$7,250.00			\$0.00	\$31,250.00
Travel		\$0.00			\$0.00		\$0.00		\$0.00			\$0.00	
Equipment (items valued at over \$5,000)		\$0.00			\$0.00		\$0.00		\$0.00			\$0.00	
Supplies and Materials													
		\$0.00			\$0.00		\$0.00		\$0.00			\$0.00	
		\$0.00			\$0.00		\$0.00		\$0.00			\$0.00	
		\$0.00			\$0.00		\$0.00		\$0.00			\$0.00	
		\$0.00			\$0.00		\$0.00		\$0.00			\$0.00	
Other Direct Costs													
		\$0.00			\$0.00		\$0.00		\$0.00			\$0.00	
		\$0.00			\$0.00		\$0.00		\$0.00			\$0.00	
	10%	\$0.00			\$0.00		\$0.00	90%	\$0.00			\$0.00	100%
		\$0.00			\$0.00		\$0.00		\$0.00			\$0.00	
		\$0.00			\$0.00		\$0.00		\$0.00			\$0.00	
		\$0.00			\$0.00		\$0.00		\$0.00			\$0.00	
		\$0.00			\$0.00		\$0.00		\$0.00			\$0.00	
		\$0.00			\$0.00		\$0.00		\$0.00			\$0.00	
Contractual Services (itemize below)													
Engineering Consultant Services		\$55,000.00			\$0.00		\$55,000.00		\$0.00			\$0.00	
Construction of underground outlet structures and sediment basin		\$66,000.00			\$0.00		\$66,000.00		\$0.00			\$0.00	
					\$0.00		\$0.00		\$24,000.00			\$0.00	
		\$0.00			\$0.00		\$0.00		\$0.00			\$0.00	
Indirect		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	
Total	\$12,100.00	\$121,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$121,000.00	\$108,900.00	\$31,250.00	\$0.00	\$0.00	\$0.00	\$31,250.00

Amount of Advance Used in Previous Periods:

\$0.00

Total Changes: \$0.00

Amount of Advance Used This Period:

(Not to exceed \$5,000)

Amount of Advance Retained by Grantee for Later Project Use:

\$12,100.00

Amount Requested This Invoice:

\$0.00

(Note: The final 5% of the Contract will be held back until the project has been fully completed.)

I hereby certify that the supporting documentation and records upon which the above costs are claimed, including those claimed as in-kind / match contributions, are reasonable, eligible, and allowable based upon the specific requirements set forth in the Contract for this project; are distinguishable from work done on other projects during the same time frame; are maintained in accordance with all applicable federal, state and general municipal accounting practices and procedures; and are available in our files for inspection. Furthermore, these files will be maintained for a period of three (3) years beyond the end of this contract term.

Authorized Representative (signature)

Name and Title (print)

Date

Project Title: Keene Creek Resiliency Report - Irving Park Biofiltration Basin

Project # GLSNRP-12-05

Organization: City of Duluth

Savings Goals: 0 tons of soil and 17.42 pounds of phosphorous

Conservation Practice Type	NRCS Conservation Prattice Code	Date installed xx/xxxx (Month/year)	Subwatershed/Tributary - 12 digit HUC	Life Span of Practice (Years)	Units	Amount Implemented	Grant Dollars Spent on Installing Practice

Total Dollars Spent on installing Practice	Sediment Load Reduction	PP Load Reduction	DRP Load Reduction	N Load Reduction	Method for Calculation
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## Narrative Progress Report Form

**Project Name:** Keene Creek Resiliency Report - Irving Park Biofiltration Basin

**Project Number:** GLSNRP-12-05

**Project Sponsor:** City of Duluth

**Reporting Period (mm/dd/yyyy):** from \_\_\_\_\_ to \_\_\_\_\_.

### Summary of Reporting Period

Number of unique producers receiving assistance: \_\_\_\_\_

Number of events held: \_\_\_\_\_ and total number of attendees: \_\_\_\_\_

### Implementation Summary

Practices	Proposed				Progress to date			
	Amount	Budgeted for Installation	Soil Savings	Total Phosphorus Savings	Amount Completed	Dollars Spent	Soil Saved	Total Phosphorus Savings
Underground Outlet (NRCS 620)	70 linear feet	\$33,000	0 tons	0 pounds				
Sediment Basin (NRCS 350)	500 cubic yards	\$33,000	0 tons	17.42 pounds				

### Progress this Reporting Period

*Please provide a detailed description of the work that occurred during this reporting period.*

### Challenges and Solutions

*Please provide a description of any challenges encountered this period and how the challenges were addressed.*

**Invoice Narrative**

*Please provide a detailed explanation for each budget category (line) for which reimbursement is requested. The total of the figures under each budget category must match the amount listed on the related invoice's budget lines.*

**Salaries and Fringes.** List staff members and associated hours.

--

**Travel.** Specify trips taken and breakdown of costs.

--

**Equipment.** Specify by item.

--

**Supplies and Materials.**

--

**Other Direct Costs.** Specify by item.

--

**Contractual Services.** List by individual contract and include amount of reimbursement requested for each contract.

--

**Indirect.** Calculated in Invoice Form (Appendix B)

## Appendix C- Insurance Certification & Documentation

**As evidenced by the signatures below, the Grantee commits to maintaining insurance coverage that meets or exceeds the requirements set forth below:**

(A) Without limiting the Grantee's obligations pursuant to Section X of the Contract, the Grantee agrees to obtain, provide, and maintain at its own expense the liability and other insurance coverages at not less than the levels indicated below (including coverage for Grantee's employees working on the Project) for the duration of the Contract period and for three (3) years thereafter. The Grantee must provide a current Certificate of Insurance coverage (COI) or other equivalent documentation to the Commission upon entering into this Contract and will ensure that an updated COI is on file at the Commission through the end of the grant period and for three years thereafter. Failure to meet this requirement may result in work stoppage orders issued by the Commission and/or Contract termination, as appropriate.

1. Commercial General Liability with the following minimum coverages:

- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal & Advertising Injury
- \$1,000,000 Each Occurrence

**Grantee must list the Great Lakes Commission as an ADDITIONAL INSURED or COVERED PARTY on the Commercial General Liability certificate, on a Primary and Noncontributory basis, with a Waiver of Subrogation.**

2. If a motor vehicle is used to provide services or products under this Contract, the Grantee must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Grantee's business for bodily injury and property damage as required by law.

3. Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state in which the Project is located.

4. Employers liability insurance with the following minimum limits:

- \$100,000 Each Accident
- \$100,000 Disease (each employee)
- \$500,000 Disease (aggregate limit)

Commission staff recommend that Grantees make appropriate inquiries on whether Contractors Pollution Liability insurance should be secured or otherwise made available to cover claims from third parties against bodily injury and property damage caused by hazardous substances and materials released during work performed under the Contract and from completed operations.

(B) The insurance policies shall provide that the Commission be given thirty (30) days prior written notice in the event of cancellation or material change in coverage.

(C) The Grantee must require that all contracted personnel or entities used by the Grantee in performing the Project work maintain the required insurances contained in this section for the duration of the Contract period.

(D) The Grantee shall give the Commission prompt and timely notice of any claims made or suits instituted in association with or arising out of the Contractor's performance of this Contract.

## Appendix C- Insurance Certification & Documentation

### Insurance Certification, Grantee:

As evidenced by my signature below, I certify that I am an authorized representative of the Grantee and will assure that the specific insurance requirements set forth above will be maintained as required by the Commission. I further certify that I understand the obligation to ensure that all subcontractors retained for the Project also maintain insurance coverage as specified in Section VII, Subcontracts, Item E, of the Grant Contract.

Name and Title: Jesse Budislovich, Risk Manager

Signature: See SELF-Insured letter provided

Date: 9-15-2022

### Insurance Certification, Insurance Professional:

As evidenced by my signature below, I certify that I am a qualified professional tasked providing insurance services and/or consultation to the Grantee. I have examined the requirements set forth above and attest that the attached documentation meets or exceeds all the specific requirements of the Grant Contract.

Organization: \_\_\_\_\_

Name and Title: \_\_\_\_\_

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

Date: \_\_\_\_\_

## Appendix D- Federal Requirements

### **I. FEDERALLY FUNDED PROJECT REPORTING REQUIREMENTS**

The Catalog of Federal Domestic Assistance (CFDA) title associated with this Project is Soil and Water Conservation and the CFDA number is 10.902. The federal award number is NR213A750013C001 and this grant is funded with Federal funds from the USDA-NRCS. By accepting this Contract, the Grantee agrees to comply with the requirements of the above-referenced agreement (attached as Appendix E), including, but not limited to, the specific requirements described below.

### **II. APPLICABLE REGULATIONS**

(A) The Grantee, and recipients of any subawards or subcontracts under this grant, agree to comply with the following regulations, as applicable. (The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov>.)

1. 2 CFR Part 25, "Universal Identifier and System of Award Management"
2. 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information"
3. 2 CFR Part 175, "Award Term for Trafficking in Persons"
4. 2 CFR Part 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)"
5. 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
6. 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"
7. 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"
8. 2 CFR Part 417, "Nonprocurement Debarment and Suspension"
9. 2 CFR Part 418, "New Restrictions on Lobbying"
10. 2 CFR Part 421, "Requirements for a Drug-Free Workplace (Financial Assistance)"
11. 2 CFR Part 422, "Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct"

(C) Allowable Project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the grant, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. (The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov>.)

1. 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards"

## Appendix D- Federal Requirements

2. 48 CFR Part 31, "Contract Cost Principles and Procedures"

### III. UNALLOWABLE COSTS

The following costs are not allowed:

- (A) Costs above the amount authorized for the Project;
- (B) Costs incurred after the Project End Date denoted on page one of the Contract including any no-cost extensions of time;
- (C) Costs that lie outside the scope of the approved Project and any amendments thereto;
- (D) Profit resulting from Federal financial assistance. Grantees may not earn and keep income resulting from an award.
- (E) Costs of promotional items and memorabilia, including models, gifts, and souvenirs.
- (F) Compensation for injuries to persons or damage to property arising from Project activities.

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E – Cost Principles," or direct specific inquiries to the Commission's Point of Contact.

### IV. FAIR LABOR STANDARDS

The Grantee assures and certifies that it shall comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.

### V. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

- (A) Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.
- (B) In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Farm Production and Conservation Business Center  
Grants and Acquisitions Division  
1400 Independence Avenue, SW  
Room 6819 South Building  
Washington, DC 20250

- (C) USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.
- (D) The following acknowledgement of USDA-NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide

## Appendix D- Federal Requirements

Web pages, computer programs, etc.) that is substantially based upon or developed under this grant:

**“This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number NR213A750013C001”**

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

“Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services.”

- (E) All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA home page. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

“USDA is an equal opportunity provider and employer.”

Any publication prepared with funding from this agreement must include acknowledgement to USDA, Natural Resources Conservation Service.

The Grantee is responsible for ensuring that an acknowledgment of USDA-NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this grant in a substantial way.

### **VI. PROGRAM INCOME**

All potential program income must be reported to the Commission Point of Contact. Program income is the gross revenue generated by a Federally funded activity earned during the performance period of the award. Program income may be earned by recipients from fees charged for conference or workshop attendance, from rental fees earned from real property or equipment acquired with Federal funds, or from the sale of commodities or items developed under the grant or cooperative agreement. It must fall within the guidelines at 2 CFR 200.307. Unless identified and addressed in the award, the recipient must provide notification to the administrative contact and request the manner it would like to treat the income (i.e., deductive or additive). Program income may be used to meet recipient cost-share requirements with the approval of the Government.

### **VII. NONEXPENDABLE EQUIPMENT**

If the Grantee has been approved to purchase equipment or products with funds provided under this grant, the Grantee is encouraged to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with grant funds will vest in the Grantee upon completion of the Project and acceptance by the Commission and USDA-NRCS of required final reports. When equipment is no longer needed by the Grantee and the per-unit fair market value is less than \$5,000, the Grantee may retain, sell, or dispose of the equipment with no further obligation to the Commission or USDA-NRCS. However, if the per-unit fair market value is \$5,000 or more, the Grantee must submit a written request to the Commission for disposition instructions.

### **VIII. PRIVACY ACT AND PROHIBITION AGAINST CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS**

## Appendix D- Federal Requirements

- (A) Activities performed under this grant may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term “confidential information” means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of USDA-NRCS, which may be sought by first providing written notice to the Commission Point of Contact.
- (B) The Grantee’s personnel shall follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The Grantee’s personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).
- (C) The Grantee agrees to comply with the “Prohibition Against Certain Internal Confidentiality Agreements.” Grantees may not require employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

### **IX. ACKNOWLEDGMENT OF SECTION 1619 COMPLIANCE**

The Grantee agrees to comply with USDA-NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791 as described below.

#### **a. Responsibilities.**

1. Acceptance of this award indicates acknowledgment and understanding that the Grantee, along with every owner, manager, supervisor, employee, contractor, agent, and representative of the Grantee, is legally bound by Federal statute to comply with the provisions of Section 1619 and that the Grantee will not subsequently disclose information protected by section 1619 other than to meet Commission reporting requirements or engage with other project partners identified within Appendix A. Any other disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The Grantee will be held responsible should disclosure of the protected information occur.
2. The Grantee will use the protected information only to perform work that is directly connected to this award. Use of the protected information to perform work that is not directly connected to this award is expressly prohibited. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this award.
3. The Grantee must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this award.
4. The provisions in Section 1619 are continuing obligations. Even when the Grantee is no longer a Grantee, or when individuals currently affiliated with the Grantee become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.
5. Subsequent to the Grantee’s receipt of a Final Close-Out Letter from the Commission, any protected information provided under this award must be immediately destroyed or returned to the Commission for transfer to USDA-NRCS custodians. Grantees should maintain written documentation that the protected information (paper copy, electronic copy, or both) was properly destroyed, removed from any electronic



## Appendix D- Federal Requirements

storage media, or both and make such documentation available to the Commission or USDA-NRCS upon request.

6. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

b. Examples of protected information prohibited by disclosure under Section 1619 include, but are not limited to, the following:

- i. State identification and county number (where reported and where located).
- ii. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
- iii. Farm, tract, field, and contract numbers.
- iv. Production shares and share of acres for each Farm Serial Number (FSN) field.
- v. Acreage information, including crop codes.
- vi. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System
- vii. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner.
- viii. Location of conservation practices.



**NOTICE OF GRANT AND AGREEMENT AWARD**

1. Award Identifying Number NR213A750013C001	2. Amendment Number	3. Award /Project Period 04/01/2021 - 12/31/2025	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address)  USDA, NRCS Programs Division 1400 Independence Avenue SW, Room 5239-S Washington, DC 20250		6. Recipient Organization (Name and Address)  GREAT LAKES COMMISSION 1300 VICTORS WAY ANN ARBOR MI 48108-5203  DUNS: 060977998      EIN:	
7. NRCS Program Contact  Name: Jill Reinhart Phone: (317) 295-5883 Email: jill.reinhart@usda.gov	8. NRCS Administrative Contact  Name: Aileen Anderson Phone: (315) 221-5884 Email: aileen.anderson@usda.gov	9. Recipient Program Contact  Name: Nicole Zacharda Phone: (734) 396-6084 Email: nzacharda@glc.org	10. Recipient Administrative Contact  Name: Joseph Bertram Phone: (734) 971-9135 Email: jbertram@glc.org
11. CFDA  10.902	12. Authority  16 U.S.C. 2001-2009 16 U.S.C. 2004 16 U.S.C. 3801 et seq 16 U.S.C. 590a-590f, 590q 7 CFR 12 7 U.S.C. 1010a	13. Type of Action  New Agreement	14. Program Director  Name: Nicole Zacharda Phone: (734) 396-6084 Email: nzacharda@glc.org
15. Project Title/ Description: 2021 Funding to the Great Lakes Commission (GLC) to implement priorities of the Great Lakes Restoration Initiative (GLRI).			
16. Entity Type: E = Regional Organization			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input type="checkbox"/> Non-Federal	
Original funds total	\$2,000,000.00	\$0.00	
Additional funds total	\$0.00	\$0.00	
Grand total	\$2,000,000.00	\$0.00	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$0.00	Other	\$2,000,000.00
Total Direct Cost	\$2,000,000.00	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$0.00
		Total Federal Funds Awarded	\$2,000,000.00
		Total Approved Budget	\$2,000,000.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative  Gayle Barry Acting Associate Chief	Signature	Date
Name and Title of Authorized Recipient Representative  Thomas Crane Deputy Director	Signature <i>Thomas Crane</i>	Date <i>02-20-2021</i>

#### NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

#### PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

## Statement of Work

### Purpose

The purpose of this cooperative agreement is to provide funding to the Great Lakes Commission (GLC) to implement the priorities of the Great Lakes Restoration Initiative (GLRI) as authorized under Public Law 116–94. GLC will subaward grants to non-federal units of government and incorporated non-profit organizations to control nutrient and sediment losses and reduce nutrient loading into the Great Lakes Basin. Financial and technical support will be provided to promote a variety of conservation projects as part of this cooperative agreement.

The grants program will support projects with the purpose of reducing delivery of nutrients and sediment from agricultural lands and other critical lands to improve water quality in the U.S. Great Lakes Basin with an emphasis on a significant reduction of phosphorus loads in the Great Lakes. This program supports the implementation of objectives identified in the Great Lakes Action Plan to protect and maintain the Great Lakes ecosystem.

### Objectives

The GLC administers the grants program in cooperation with NRCS. GLC also convenes and manages the Great Lakes Sediment and Nutrient Reduction Task Force, which includes NRCS members. Through the grant program, NRCS and GLC will promote efforts to reduce nutrient and sediment runoff from public and private lands and encourage locally-led conservation through community involvement to promote effective land and resource management. Target nutrients include phosphorus and nitrogen, with total phosphorus being the primary measure of progress. Estimating measures of progress, consistent with Focus Area 3 of the Great Lakes Action Plan III, may also be incorporated into the Request for Proposals.

### Budget Narrative

The official budget (including cost category itemization as identified on the SF-424A) described in this Budget Narrative will be considered the "the total budget as last approved by the Federal awarding agency" for this award.

#### Budget Category NRCS Funding Requested

Personnel – Salaries \$118,490

Personnel – Fringe \$49,766

Travel - GLC Program Staff \$5,000

Equipment \$0

Supplies \$3,750

Other Costs \$1,876

Meetings \$576

Phone / Webinar Services \$250

Printing / Reproduction \$750

Postage \$300

Other - subawards (Grants) \$1,738,000

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Total Direct Costs \$1,916,882

Indirect Costs \$83,118

Total Funding \$2,000,000

#### Salaries

The proposed program budget includes \$118,490 for GLC salaries to support an average of roughly 27% FTE of staff time over the nearly five-year agreement. In practice, the level of GLC staff support will likely be greater during the first year of the agreement, when proposals are evaluated, and grants are selected and awarded, with a reduced level of effort in the out years as the grant projects are implemented. (Note: The GLC staff support provided under this agreement is complementary to the support provided by GLC staff under the other ongoing NRCS GLSNRP agreements from previous years.)

#### Staff Category Annual Ave. FTE Total (length of program)

Deputy Director 2% \$12,640

Program Manager 9% \$43,200

Program Specialist 11% \$38,830

Communications and

Web Design Staff 2% \$9,600

GIS Support Staff 1% \$2,700  
Financial Operations Manager 2% \$11,520  
Total- Salaries 27% \$118,490

#### Fringe Benefits

The program budget includes \$49,766 for fringe benefits. The GLC's fringe benefits rate is calculated as 42% of salaries and covers a basic benefits package, including the employer portion of FICA and MED FICA; vacation, sick and holiday time; health/optical/dental care; disability insurance; and a percentage of retirement benefits. Fringe benefit costs allocated by the program will contribute to the benefits package for the program staff at a level commensurate with staff hours for the program.

#### Travel

Travel funding in the amount of \$5,000 is requested for GLC staff to travel to grantee kickoff, field days, and other sponsored events, along with any trips necessary to evaluate grantee progress. Mileage expenses will be charged at the U.S. Federal government mileage reimbursement rate (\$0.575/mile for privately owned vehicles as of 2020) in effect at the time of travel. Other direct travel expenses will be reimbursed at actual cost. Funds will also cover travel to meetings of regional or national interest in furtherance of outreach activities on the GLSNRP and its outcomes.

#### Equipment

No equipment purchases with a unit cost of \$5,000 or more are anticipated for this program.

#### Supplies

\$3,750 is requested for general office and meeting supplies and for the purchase and/or maintenance of equipment associated with the program, including items such as hardware, software, and bandwidth necessary to carry out the program tasks.

#### Other Costs

The following other costs in the amount of \$1,876 are included for this program:

- Meetings: \$576 is requested for meeting costs (e.g., room rental, A/V needs, etc.) for periodic in-person meetings of the Task Force.
- Phone/Webinar Services: \$250 is anticipated for normal telephone use and conference calls.
- Printing/Reproduction: \$750 for copying and printing program documents as needed.
- Postage: \$300 is requested for postage expenses under the program.

NOTE: Increased budget (over amounts requested in recent years) is requested for printing/reproduction and postage in anticipation of mailing proposals to Task Force members for scoring. This was done in 2020 due to the COVID-19 pandemic and Task Force members working from home. It is anticipated that in-office work is likely to remain limited for Task Force members in 2021.

#### Other - subawards (Grants)

\$1,738,000 is requested to support an estimated 8-10 multi-year Great Lakes Sediment and Nutrient Reduction Program grants of not more than \$200,000 each beginning on or around October 1, 2021.

#### Contractual

With NRCS approval, GLC may contract for specialized services such as legal reviews of contract templates or other consulting services to supplement GLC staff competencies.

#### Indirect Costs

\$83,118 is requested for indirect costs. The GLC's approved indirect cost rate for the year ending June 30, 2021, is currently 49.4% with a direct salary and fringe base, as approved by the GLC's cognizant federal agency (NOAA). A copy of the current indirect cost agreement can be provided upon request.

#### Cost Rate Calculation:

(Personnel + Fringe) x Indirect Rate = Indirect Costs  
(\$118,490 + \$49,766) x 49.4% = \$83,118

#### Expeditious Spending and Sufficient Progress in the Use of GLRI Funds

The GLC will ensure GLRI funds awarded for this grant are used expeditiously using the projected quarterly expenditures that were calculated based on the program schedule and estimated associated funding levels for various tasks that will occur in each quarter. As part of its standard operating procedures, the GLC generates monthly budget reports for each grant and contract it administers. GLC staff will track the expenditure of program funds using these reports and comparing them to progress made in accomplishing program tasks.

#### Responsibilities of the Parties:

If inconsistencies arise between the language in this Statement of Work (SOW) and the General Terms and Conditions

attached to the agreement, the language in this SOW takes precedence.

A. NRCS will:

- Assign at least one staff person to serve on the Sediment and Nutrient Control Task Force to participate in the review and selection of grants; and
- Assign a program coordinator to serve as the point of contact for NRCS with GLC. The program coordinator may also serve as the NRCS member on the Task Force.

B. The GLC will:

- Administer the grant program in cooperation with NRCS and with oversight from the Sediment and Nutrient Reduction Task Force;
  - Assign a permanent professional staff member to serve as program coordinator and contact person;
  - Administer the program such that subawards are awarded not later than October 1, 2021 and are for no more than 3 years in length, unless otherwise approved by the GLC in writing;
  - Utilize the Adaptive Management Process that identifies the most critical ecosystem problems in the Great Lakes, selects projects that effectively address those problems, assesses and reports on progress and effectiveness of GLRI actions, and informs future restoration and protection priorities.
  - Be open to any contributions of funds, technical assistance, and in-kind services that add value to the federal funding;
  - Collaborate with NRCS and EPA to comply with requirements, including provisions for science review or competition, under the GLRI as expressed in conference and committee reports and as required by statute;
  - Comply with the attached GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS (GT&C);
  - Agree that all information obtained under the terms of this agreement will be used by each of the parties in performance of its responsibilities (in keeping with 2 CFR 200.315). Either party may publish the findings and results of this agreement with due credit being given for contributions of the other party (in keeping with the GT&C).
  - Provide 6-month progress reports which will follow the federal fiscal year and take the form of a mid-year report and an end-of-year summary report of the grants awarded. Information from the reports will be included in NRCS' GLRI reports to EPA and the annual report to the President on progress in achieving the GLRI's goals, outcomes, and targets;
  - Submit Measures of Progress to NRCS for the GLRI Action Plan measures 3.1.1 and 3.1.2 for anticipated benefits in FY21 through the grant projects, and
  - Submit a final report to NRCS upon expiration of this cooperative agreement performance period. This report will incorporate: discrete project outputs and summarize the nature and the extent of the grants program; outputs used to evaluate program accomplishments; program outcomes; significant events and experiences; and data collected.
- Submit performance reports on a semi-annual basis to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division staff via email to: [FPAC.BC.GAD@usda.gov](mailto:FPAC.BC.GAD@usda.gov). Reports are due 30 calendar days after the reporting period and are based on the agreement period of performance start date.
  - Submit SF425 Financial Reports on a semi-annual basis to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: [FPAC.BC.GAD@usda.gov](mailto:FPAC.BC.GAD@usda.gov). Reports are due 30 calendar days after the reporting period end. Please note that financial reporting is based on the calendar year.
  - Submit payment requests to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to: [FPAC.BC.GAD@usda.gov](mailto:FPAC.BC.GAD@usda.gov) on a monthly basis. Refer to the General Terms and Conditions for more information regarding payment requests.

The recipient (including subrecipients) is responsible for compliance with the prohibition on certain telecommunications and video surveillance services or equipment identified in 2 CFR 200.216. See Public Law 115-232, Section 889 for additional information. In accordance with 2 CFR 200.216, the recipient (including subrecipients) is prohibited from obligating or expending loan or grant funds for covered telecommunications equipment or services to:

- (1) procure or obtain, extend or renew a contract to procure or obtain;
- (2) enter into a contract (or extend or renew a contract) to procure; or
- (3) obtain the equipment, services or systems.

In accordance with 2 CFR 200.340, the recipient understands this agreement may be terminated in whole or in part as follows:

- (1) By the Federal awarding agency or pass-through entity, if a recipient fails to comply with the terms and conditions of a Federal award;
- (2) By the Federal awarding agency or pass-through entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
- (3) By the Federal awarding agency or pass-through entity with the consent of the recipient, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated; or
- (4) By the recipient upon sending to the Federal awarding agency or pass-through entity written notification setting forth

the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the Federal awarding agency or pass-through entity may terminate the Federal award in its entirety.

## **Expected Accomplishments and Deliverables**

The GLC will:

- Select and award subawards (grants) through a competitive grants process to non-federal units of government and non-profit organizations to control nutrient and sediment losses to reduce nutrient loading into the Great Lakes basin. The target phosphorus reduction over the life of this Agreement is 17,380 pounds to be reported as estimated total phosphorus. As an alternative measure of progress, linear feet of streambank restored or otherwise improved, along with other measures identified for Focus Area 3 within Great Lakes Action Plan III, will be tracked in recognition of the program's long history of support for work to control erosion and sedimentation within tributary rivers and streams to the Great Lakes Basin. GLC will seek projects that collaborate with NRCS conservation practice incentives offered through the Farm Bill programs, avoiding activities that would compete with Farm Bill conservation programs. Work to select and award grants includes, but is not limited to:
  - o Creation and distribution of a Request for Proposals and associated reviews and provision of forms related to scoring of proposals by the Task Force.
  - o Negotiation of grant agreements and provision of forms for reporting and invoicing.
  - o Webinars for potential applicants and new grantees.
- Provide financial and technical support to promote a variety of conservation projects as part of this cooperative agreement.
- Review grantee reports and invoices, with site visits conducted as needed.
- Regularly update and improve the GLSNRP website, [www.nutrientreduction.org](http://www.nutrientreduction.org).
- Provide monthly financial reports including funds disbursed for each grant requesting reimbursement. Reports will be submitted electronically to the NRCS technical contact and administrative contact, or electronically via ezFedGrants.
- Provide mid-year and end-of-year reports for each federal fiscal year of the grant program documenting the grants (projects) approved. Reports will be submitted electronically to the NRCS technical contact and administrative contact, or electronically via ezFedGrants.
  - o Mid-Year Reports on GLC Activities will summarize program administration activities for this and other open cooperative agreements governing the GLSNRP.
  - o End-of-Year or Annual Reports will detail information on each grant (project), report the funding approved and disbursed, the outcomes anticipated, the program's quarterly reports, any milestones reached, and the progress achieved.
  - o The first Annual Report submitted for this Cooperative Agreement will share summaries of each newly-funded project and include estimated conservation outcomes and match or leverage of non-federal funds as contained in each Grant Agreement's work plan.
- Provide a short final report on the accomplishments of the grant program (Agreement Report). The report will incorporate grant program outputs and summarize the nature and the extent of the grant program, measures of progress to evaluate the accomplishments of the program (including pounds of phosphorus reduced per year, linear feet of streambank restored or otherwise improved, and other measures of progress under Focus Area 3 of Great Lakes Action Plan III), significant events and experiences, and compile data collected. The final report will also include analysis of the data to support program outcomes as well as conclusions and recommendations for program improvement. The final Agreement Report will incorporate photo documentation of funded projects and environmental progress under the projects at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings.
- Identify and include in the reports to NRCS any contributions of funds, technical assistance, and in-kind services that add value to the federal funding.

## **Resources Required**

A. NRCS Resources Required:

- As described elsewhere in this agreement.

B. GLC's Resources Required:

- As described elsewhere in this agreement.
- Technical expertise to administer the program as well as expertise in soil erosion, sediment control, nutrient runoff and delivery to surface water.

## **Milestones**

A. Identification of Funding Priorities- The Sediment and Nutrient Task Force will convene by conference call or meeting to discuss priorities for the upcoming year and begin crafting a Request for Proposals. NOTE: to maintain the Program's traditional schedule, discussions of funding priorities and drafting of the Request for Proposals may be before the Cooperative Agreement is executed.

B. Proposal Review and Selection - A proposal review and selection process for awarding grants will be implemented involving members of the Sediment and Nutrient Task Force, including representatives from the NRCS, U.S. EPA, and the GLC staff. Reviewers will evaluate projects, discuss them via a conference call meeting, and rank them based on criteria established by the Task Force.

C. Grants Awarded - After completion of the proposal review and selection process, projects will be obligated by contract no later than six (6) months after the signing of the agreement, unless otherwise approved by NRCS in writing.

D. Program Completion - All activity with this agreement will be completed by the period of performance end date listed in the ADS-093 Notice of Award.

E. Mid-Year Reporting - Semi-annual reports will be provided to NRCS no later than April 30th of each year during the agreement period. The reports will highlight GLC's work to administer the program.

F. End of Federal Fiscal Year Reporting - The end-of-year reports will be provided by November 30th of 2021, 2022, 2023, 2024, and 2024.

G. Final Report –Electronic and paper versions of the final report will be submitted no later than 90 days after the end of the agreement period.



## GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:

### U.S. DEPARTMENT OF AGRICULTURE FARM PRODUCTION AND CONSERVATION

#### GENERAL TERMS AND CONDITIONS GRANTS AND COOPERATIVE AGREEMENTS

The Farm Production and Conservation (FPAC) mission area encompasses the following USDA agencies: Natural Resources Conservation Service (NRCS), Farm Service Agency (FSA), Risk Management Agency (RMA), the Commodity Credit Corporation (CCC), and the FPAC Business Center.

##### I. APPLICABLE REGULATIONS

a. As a condition of this award, the recipient assures and certifies that it has and/or will comply and require subrecipients to comply with the requirements contained in the following statutes and regulations, as applicable. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 25, "Universal Identifier and System of Award Management" (2) 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information" (3) 2 CFR Part 175, "Award Term for Trafficking in Persons" (4) 2 CFR Part 180, "OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Nonprocurement)" (5) 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)" (6) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (7) 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards" (8) 2 CFR Part 417, "Nonprocurement Debarment and Suspension" (9) 2 CFR Part 418, "New Restrictions on Lobbying" (10) 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)" (11) 2 CFR Part 422, "Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct"

b. Allowable project costs will be determined in accordance with the authorizing statute, the purpose of the award, and, to the extent applicable, to the type of organizations receiving the award, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov/>.

(1) 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards" (2) 48 CFR Part 31, "Contract Cost Principles and Procedures" c. For corporate recipients, by accepting this award the recipient acknowledges: (1) that it does not have a Federal tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) that it has not been convicted of a felony criminal violation under any Federal law within 24 months preceding the award, unless a suspending and debarment official of the USDA has considered suspension or debarment of the recipient corporation based on these convictions and/or tax delinquencies and determined that suspension or debarment is not necessary to protect the interests of the Government. If the recipient fails to comply with these provisions, the agency will annul this agreement and may recover any funds the recipient has expended in violation of the above cited statutory provisions.

##### II. UNALLOWABLE COSTS

The following costs are not allowed:

a. Costs above the amount authorized for the project. b. Costs incurred after the award period of performance end date. c. Costs not identified in the approved budget or approved budget revisions. d. Profit resulting from Federal financial assistance. Recipients may not earn and keep income resulting from an award. e. Costs of promotional items and memorabilia, including models, gifts, and souvenirs. f. Compensation for injuries to persons or damage to property arising from project activities.

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E - Cost Principles", or direct specific inquiries to the administrative contact identified in the award.

The allowability of some items of costs may be difficult to determine. To avoid disallowance or dispute of such costs, the recipient may seek prior approval before incurring them. See 2 CFR 200.407. III. PRIOR APPROVAL REQUIREMENTS

Certain items of cost and award revisions require the prior written approval of the awarding agency. The following are the most common situations requiring prior approval. However, this list is not exhaustive, and the recipient is also bound by any other prior approval requirements identified in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

a. Pre-award costs.—To receive reimbursement for costs incurred prior to the award date, recipients must request written approval before incurring the costs. This restriction also applies to costs intended to meet cost-share requirements. FPAC agencies will not approve expenses incurred more than 90 calendar days before the period of performance start date. All costs incurred before the period of performance start date, even if approved, are at the recipient's risk (i.e., the Federal awarding agency is under no obligation to reimburse such costs if for any reason the recipient does not receive a Federal award or if the Federal award is less than anticipated and inadequate to cover such costs). b. Revisions to scope, objective, or deliverables.—When it is necessary to modify the scope, objective, or deliverables of an award, the recipient authorized signatory must submit a written request and justification for the change along with the revised scope, objective, or deliverables of the award to the administrative contact. The request should contain the following information: 1. Grant or agreement number 2. Narrative explaining the requested modification to the project scope, objectives, or deliverables 3. A description of the revised scope, objectives, or deliverables

c. Additions or changes to subawards and contracts.—The subawarding, transferring, or contracting out of any work under a Federal award not identified in the original award budget or any changes to subaward or contracts requires prior written approval. The recipient must submit a justification for the proposed subaward/contract, a statement of work to be performed, and a detailed budget for the subaward/contract to the administrative contact. This provision does not apply to the acquisition of supplies, material, equipment, or general support services. d. Change in a key person specified in the application or award.—When there is a change in key personnel, the recipient must request prior written approval for the substitution or change. The request must identify the replacement personnel and provide his or her qualifications.

e. Absence or change in project leadership.—If the approved project director or principal investigator disengages from the project for more than three months or reduces time devoted to the project by 25 percent or more, the recipient must notify the administrative contact in writing, identifying who will be in charge during the project director's absence. The notification must include the qualifications of the replacement.

f. Budget revisions.—Recipients must request prior written approval for deviations from the approved budget in the instances described below. For all budget revisions, the recipient must submit a new SF 424A or 424C and budget narrative to support the request. 1. The inclusion of costs that require prior approval in accordance with Subpart E—Cost Principles of this part or 45 CFR part 75 Appendix IX, "Principles for Determining Costs Applicable to Research and Development under Awards and Contracts with Hospitals," or 48 CFR part 31, "Contract Cost Principles and Procedures," as applicable. 2. Where the cumulative amount of transfers of funds among direct cost categories or programs, functions, and activities exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency, and where the Federal share of the project exceeds the simplified acquisition threshold. 3. The transfer of funds budgeted for participant support costs to other categories of expense requires prior written approval. Participant support costs means direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences or training projects. 4. Changes in the approved cost-sharing or matching provided by the recipient. 5. Additional Federal funds needed to complete the project. 6. Changes to negotiated indirect cost rates during the award period of performance. 7. Equipment purchases not specifically identified in the approved budget.

g. No-Cost Extensions of Time.—When a no-cost extension of time is required, the recipient authorized signatory must submit a written request to the FAPC administrative contact. Except in very limited circumstances, a no-cost extension of time cannot exceed 12 months. FPAC cannot approve requests for no-cost extensions received after the expiration of the award. In addition, time may not allow extension requests submitted less than 30 calendar days before the period of performance end date to be processed, so recipients are encouraged to submit requests as soon as possible. FPAC agencies cannot approve no-cost extensions requested merely to expend remaining funds. The request must contain the following: 1. Amount of additional time requested 2. Explanation for the need for the extension 3. A summary of progress to date and revised milestones

#### IV. PAYMENTS

a. Recipients must request reimbursement or advances using a properly completed and executed SF-270, submitted with supporting documentation to either the ezFedGrants system or to the e-mail address specified in the statement of work. FPAC agencies will make payment to the recipient on a reimbursable or advance basis in accordance with the frequency specified in the statement of work.

b. Recipients requesting advances should request payments in amounts necessary to meet their current needs pursuant

to procedures contained in the Federal administrative provisions and 31 CFR Part 205. At the end of each advance period, the recipient must provide a justification (i.e., documentation) showing the amount of advanced funds spent.

c. The method of payment between the recipient and its contractors will be in accordance with the policies and procedures established by the recipient except that the contractors may not use the USDA Office of Financial Management/National Finance Center method to request payments. If the recipient makes advance payments to contractors, the recipient must ensure that the timing of such payments is designed to minimize elapsed time between the advance payment and the disbursement of funds. Recipients must not submit requests from their contractors for review or approval.

d. Accounting records for all costs incurred under this award must be supported by source documentation. Such documentation includes, but is not limited to, canceled checks, paid bills, payroll records, and subaward documents. Labor cost charges to this award must be based upon salaries actually earned and the time actually worked on this award. All project costs must be incurred within the approved project period of this award, including any approved no-cost extension of time. Costs that cannot be supported by source documentation or that are incurred outside of the approved project period and budget may be disallowed and may result in award funds being returned to the Federal Government by the recipient. The level of detail and documentation required to be provided to support any individual payment request is at the discretion of the Government.

e. Recipients must pay all costs incurred (i.e., liquidate obligations) under the award not later than 90 calendar days after the period of performance end date.

## V. FINANCIAL REPORTING

a. Recipients must submit a Federal Financial Report (FFR), SF 425 in accordance with the schedule included in the award statement of work. Recipients must submit reports to either the ezFedGrants system or to the email address specified in the statement of work. Failure to submit reports as required may result in suspension or termination of award.

b. The recipient must submit a final financial report no later than 90 days after the period of performance end date. c. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

## VI. PERFORMANCE MONITORING AND REPORTING

a. The recipient is responsible for monitoring day-to-day performance and for reporting to FPAC. If the project involves subaward/contractual arrangements, the recipient is also responsible for monitoring the performance of project activities under those arrangements to ensure that approved goals and schedules are met.

b. The recipient must submit a written progress report at the frequency specified in the statement of work to either the ezFedGrants system or to the email address specified in the statement of work. Each report must cover— 1. A comparison of actual accomplishments with the goals and objectives established for the reporting period and, where project output can be quantified, a computation of the costs per unit of output.

2. The reasons why goals and objectives were not met, if appropriate.

3. Additional pertinent information including, where appropriate, analysis and explanation of cost overruns or high unit costs.

c. The recipient must submit a final performance report within 90 calendar days of the period of performance end date. d. The FPAC awarding agency will withhold payments under this award if the recipient is delinquent in submitting required reports.

## VII. AUDIT REQUIREMENTS

The recipient is responsible for complying with audit requirements in accordance with 2 CFR 200, Subpart F. A recipient entity that expends \$750,000 or more during the recipient's fiscal year in Federal awards must have a single or program-

specific audit conducted for that year.

## VIII. SPECIAL PROVISIONS

a. The recipient assures and certifies that it will comply with the minimum-wage and maximum- hour provisions of the Federal Fair Labor Standards Act.

b. Employees of FPAC agencies will participate in efforts under this agreement solely as representatives of the United States. They may not participate as directors, officers, employees, or otherwise serve or hold themselves out as representatives of the recipient. They also may not assist the recipient with efforts to lobby Congress or to raise money through fundraising efforts. Further, FPAC employees must report to their immediate supervisor any negotiations with the recipient concerning future employment and must refrain from participation in projects or agreements with such recipients.

c. Employees of the recipient will not be considered Federal employees or agents of the United States for any purposes under this agreement. d. Except in very limited circumstances (e.g., construction agreements), no agreement period of performance can exceed a total of five years, including extensions. e. Recipients who engage or assist in scientific related activities on behalf of USDA must uphold the principles of scientific integrity established by Departmental Regulations 1074-001, Scientific Integrity. Covered activities include engaging in, supervising, managing, and reporting scientific work; analyzing and publicly communicating information resulting from scientific work; and utilizing information derived from scientific work in policy and decision making. f. Recipients of awards under covered programs (as defined in Executive Order 13858, January 31, 2019) are hereby notified that they are encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, purchase order, or subaward that is chargeable under the award. "Covered program" means a program that provides financial assistance for the alteration, construction, conversion, demolition, extension, improvement, maintenance, construction, rehabilitation, or repair of an infrastructure project in the United States. However, it does not include programs for which a domestic preference is inconsistent with law or programs providing financial assistance that are subject to comparable domestic preferences. g. The recipient and its employees are prohibited from promoting, recommending, or discussing the availability of specific commercial products or services with FPAC agency clients in the course of carrying out activities under this agreement, including any products or services offered by the recipient, except as may be specifically allowed in the agreement.

## IX. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

a. Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

b. In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Farm Production and Conservation Business Center Grants and Acquisitions Division 1400 Independence Avenue, SW.  
Room 6819 South Building Washington, DC 20250

c. USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

d. The following acknowledgment of USDA support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this award:

"This material is based upon work supported by the U.S. Department of Agriculture, under agreement number [recipient should enter the applicable award number here]."

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services."

e. All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA home page. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

“USDA is an equal opportunity provider and employer.”

The recipient is responsible for ensuring that an acknowledgment of USDA is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this award in a substantial way.

## X. COST-SHARING REQUIREMENTS

a. If the award has specific cost-sharing requirements, the cost-sharing participation in other projects may not be counted toward meeting the specific cost-share requirement of this award and must come from non-Federal sources unless otherwise stated in the applicable program authorizing statute. b. Cost share must be documented on each SF 425 and SF 270 and in source documentation as it is provided by the recipient or third party. The required cost-share or matching ratio must be met by the end of the agreement period of performance; however, it does not have to be maintained for every payment request.

c. Should the recipient become aware that it may be unable to provide the cost-sharing amount identified in this award, it must— 1. Immediately notify the FPAC administrative contact of the situation. 2. Specify the steps it plans to take to secure replacement cost sharing. 3. Indicate the plans to either continue or phase out the project in the absence of cost sharing. If the recipient's plans are not acceptable to FPAC, the award may be subject to termination. FPAC modifications to proposed cost sharing revisions are made on a case-by-case basis. Failure by the recipient to notify FPAC in accordance with this section may result in the disallowance of some or all the costs charged to the award, the subsequent recovery by FPAC of some of the FPAC funds provided under the award, and possible termination of the award. It may constitute a violation of the terms and conditions of the award so serious as to provide grounds for subsequent suspension or debarment.

d. The recipient must maintain records of all project costs that are claimed by the recipient as cost sharing as well as records of costs to be paid by FPAC. If the recipient's cost participation includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

e. Recipients must provide notification to the agency administrative contact when adding or replacing sources of cost-share contributions.

## XI. PROGRAM INCOME

Program income is the gross revenue generated by a Federally funded activity earned during the performance period of the award. Program income may be earned by recipients from fees charged for conference or workshop attendance, from rental fees earned from real property or equipment acquired with Federal funds, or from the sale of commodities or items developed under the grant or cooperative agreement. It must fall within the guidelines at 2 CFR 200.307. Unless identified and addressed in the award, the recipient must provide notification to the administrative contact and request the manner it would like to treat the income (i.e., deductive or additive). Program income may be used to meet recipient cost-share requirements with the approval of the Government. All program income must be reported on the applicable SF 270 and SF 425.

## XII. NONEXPENDABLE EQUIPMENT

Recipients purchasing equipment or products with funds provided under this award are encouraged to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with award funds will vest in the recipient upon completion of the award project and acceptance by FPAC of required final reports. When equipment is no longer needed by the recipient and the per-unit fair market value is less than \$5,000, the recipient may retain, sell, or dispose of the equipment with no further obligation to FPAC. However, if the per-unit fair market value is \$5,000 or more, the recipient must submit a written request to the FPAC administrative contact for disposition instructions.

## XIII. LIMIT OF FEDERAL LIABILITY

The maximum financial obligation of FPAC to the recipient is the amount of funds indicated in the award as obligated by FPAC. However, if an erroneous amount is stated on the approved budget, or any supporting document relating to the award, FPAC will have the unilateral right to make the correction and to make an appropriate adjustment in the FPAC share of the award to align with the Federal amount authorized.

#### XIV. MODIFICATIONS AND TERMINATIONS

The parties may amend this award through an exchange of correspondence between the authorized signatory of each or via formal amendment document. The award is subject to termination if FPAC determines that the recipient has failed to comply with the terms and conditions of the award. If the award is terminated, the guidelines at 2 CFR 200.339-42 will govern the obligations of the parties.

#### XV. PRIVACY ACT AND PROHIBITION AGAINST CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS

a. Activities performed under this award may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term "confidential information" means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of FPAC.

b. The recipient's personnel will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The recipient's personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

c. The recipient agrees to comply with the "Prohibition Against Certain Internal Confidentiality Agreements:"

1. You may not require your employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. 2. You must notify your employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph (1) of this award provision are no longer in effect. 3. The prohibition in paragraph (1) of this award provision does not contravene requirements applicable to any other form issued by a Federal department or agency governing the nondisclosure of classified information. 4. If FPAC determines that you are not in compliance with this award provision, FPAC: i. Will prohibit your use of funds under this award, in accordance with sections 743 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; ii. May pursue other remedies available for your material failure to comply with award terms and conditions. XVI. ACKNOWLEDGMENT OF SECTION 1619 COMPLIANCE

The recipient agrees to comply with FPAC guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791 as described below.

a. Responsibilities. 1. Acceptance of this award indicates acknowledgment and understanding that the recipient is legally bound by Federal statute to comply with the provisions of Section 1619 and that the recipient will not subsequently disclose information protected by section 1619 to any individual or organization that is not directly covered by this award. Any such subsequent disclosure of the protected information (except as permitted under Section 1619) will be considered a violation of Section 1619. The recipient will be held responsible should disclosure of the protected information occur.

2. Acceptance of this award legally binds every owner, manager, supervisor, employee, contractor, agent, and representative of the recipient to comply with the provisions in Section 1619. The recipient must consult with FPAC prior to providing protected information to an entity or individual outside of the recipient and as necessary to implement the program to ensure that such release is permissible.

3. The recipient will use the protected information only to perform work that is directly connected to this award. Use of the protected information to perform work that is not directly connected to this award is expressly prohibited.

4. The recipient must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this award.

5. The provisions in Section 1619 are continuing obligations. Even when the recipient is no longer a recipient, or when individuals currently affiliated with the recipient become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.

6. The recipient must notify all managers, supervisors, employees, contractors, agents, and representatives about this provision and the requirements of Section 1619. Notifications about the existence of this provision must be made to those individuals who are new to the organization and periodic notifications must be sent throughout the organization (as well as to all contractors and agents) to remind all about the ongoing and continuing requirements.

7. When the recipient is unsure whether particular information is covered or protected by Section 1619, the recipient must consult with FPAC to determine whether the information must be withheld.

8. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this award. Upon the award end date, any protected information provided under this award must be immediately destroyed or returned to FPAC. The recipient must provide to FPAC written certification that the protected information (paper copy, electronic copy, or both) has been properly destroyed, removed from any electronic storage media, or both.

9. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.

b. Protected Information.

1. Examples of the types of information prohibited by disclosure under Section 1619 include, but are not limited to, the following:

i. State identification and county number (where reported and where located). ii. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information. iii. Farm, tract, field, and contract numbers. iv. Production shares and share of acres for each Farm Serial Number (FSN) field. v. Acreage information, including crop codes. vi. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System. vii. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner. viii. Location of conservation practices.

2. Section 1619 allows disclosure of "payment information (including payment information and the names and addresses of recipients of payments) under any Department program that is otherwise authorized by law" (emphasis added). The names and payment information of producers generally may be provided to the public; however, the recipient shall consult with FPAC if there is any uncertainty as to the provision of such information.

3. Section 1619 also allows disclosure of otherwise protected information if "the information has been transformed into a statistical or aggregate form without naming any—(i) individual owner, operator, or producer; or (ii) specific data gathering cite." The recipient must consult with FPAC as to whether specific information falls within this exception prior to relying on this exception.

c. Violations. The recipient will be held responsible for violations of this provision and Section 1619. A violation of this provision by the recipient may result in action by FPAC, including termination of the underlying Federal award.

d. Effective Period. The requirements of this provision is effective on the date of the final signature and will continue until FPAC notifies the recipient that it is no longer required based on changes in applicable Federal law.

## XVII. AWARD CLOSEOUT

a. Award closeout is the process by which FPAC determines that all required project activities have been performed satisfactorily and all necessary administrative actions have been completed. b. The recipient must submit, no later than 90 calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the agreement, including documentation showing that match or cost-share requirements have been met. The awarding agency may approve extensions when requested by the recipient. c. Unless the awarding agency authorizes an extension, the recipient must liquidate all obligations incurred under the agreement not later than 90 calendar days after the end date of the period of performance. d. Recipients must submit all requests for reimbursements no later than 90 calendar days after the end date of the period of performance. e. The recipient must promptly refund any balances of unobligated cash that the awarding agency paid in advance or paid and that are not authorized to be retained by the recipient for use in other projects. See OMB Circular A-129 and see §200.345 Collection of amounts due, for requirements regarding unreturned amounts that become delinquent debts. f. Recipients must retain all records pertaining to the agreement in accordance with 2 CFR 200.333-337 and any additional requirements included in the agreement statement of work. g. Recipients must follow disposition requirements for property acquired with award funds in accordance with 2 CFR 200.310-316.

September 13, 2022

Tom Johnson, Senior Engineer  
City of Duluth  
411 West First Street  
Duluth, MN 55812

Dear Mr. Johnson,

I am happy to share a grant contract prepared for the City of Duluth in response to your selected Great Lakes Sediment and Nutrient Reduction Program (GLSNRP) proposal entitled, *Keene Creek Resiliency Report - Irving Park Biofiltration Basin*. Your assigned project number is GLSNRP-12-05. Please include this number in all future project correspondence.

We ask that you **do not publicize your grant award** until the official Great Lakes Commission (GLC) announcement of awards for 2022 has occurred. GLC's Program Manager (Nicole Zacharda) will contact you once that has happened; at that point you will be free to announce your award. We also encourage you to tag the GLC on social media as the project begins. You may do so by using @glcommission on Twitter or @greatlakescommission on Facebook and Instagram.

The enclosed contract and its appendices encompass the terms of agreement between the City of Duluth and the GLC for implementation of the project. Specific requirements, tasks, and deadlines are presented therein.

As described within Appendix C of your contract, proof of liability and other insurance coverages that meet or exceed the limits identified within your agreement is required as a critical step in executing the contract.

If the terms of the attached contract meet with your agreement, please sign the first page of the contract and further obtain signatures for Appendix C, keeping a copy for your files, and **return the signed documents to Nicole Zacharda, [nzacharda@glc.org](mailto:nzacharda@glc.org) by no later than October 1, 2022**. We are happy to receive documents via electronic mail and will return a compiled pdf of the complete, executed agreement to you (also via email). Failure to provide adequate documentation of insurance and your signed contract by October 1, 2022, may result in rescission of this offer.

A webinar for new grantees will be held this fall. I encourage you to have staff participating in your grant join this discussion. More details will be shared in the near future.

The GLC appreciates your work under the Great Lakes Sediment and Nutrient Reduction Program and looks forward to working with you on this project.



Sincerely,

A handwritten signature in black ink that reads "Thomas R. Crane". The script is cursive and fluid, with the first letters of each word being capitalized and prominent.

Thomas R. Crane  
Deputy Director

Attachments: Grant Contract for GLSNRP-12-05  
Appendix A- Approved Project Work Plan and Budget  
Appendix B- Reporting Forms  
Appendix C- Insurance Certification Form (*requires supplementation with documents*)  
Appendix D- Federal Requirements  
Appendix E- NRCS-GLC Cooperative Agreement #NR213A750013C001

cc: Great Lakes Commission staff (Nicole Zacharda, Joe Bertram, and Connor Roessler)