

**Intergovernmental Cooperation Agreement
between the
Milwaukee Metropolitan Sewerage District
and the
Milwaukee County
For Kletzsch Dam Fish Passage**

1. Parties

This Intergovernmental Cooperation Agreement (Agreement) is between the Milwaukee Metropolitan Sewerage District (District), with its principal place of business at 260 West Seeboth, Milwaukee, Wisconsin, 53204, acting through its Executive Director, and the County of Milwaukee, with its principal place of business located at 901 North 9th Street, Milwaukee, Wisconsin 53233, acting through its County Executive.

2. Purpose

The purpose of this agreement is to identify the rights and responsibilities of each party for the joint project to repair and renovate the Kletzsch Park Dam, install a fish passage, install associated vegetation adjacent to the dam, implement measures to reduce flood risk to the area, and improve overall water quality of the Milwaukee River. The project area is depicted in Fig. 1. (hereinafter "Project").

3. Basis for this Agreement

- A. WHEREAS the County is the owner of the Kletzsch Park Dam, constructed in 1934 and located in the Milwaukee River in the City of Glendale, County of Milwaukee; and
- B. WHEREAS the dam consists of a fixed-crest gravity spillway with timber stop log bypass gates on the east side of the dam to allow for draining the impoundment behind the dam; the timber stop log bypass gates are currently blocked by sediment and vegetation making them non-operational; overall the dam is in generally good condition;
- C. WHEREAS the Kletzsch Park Dam, a Wisconsin Department of Natural Resources (DNR)-regulated structure, was cited by DNR in 2010 as in need of repair; the County was ordered to implement such repairs as necessary to restore the dam. The DNR issued a second such order in 2016.
- D. WHEREAS additionally the DNR is tasked with implementing the Area of Concern (AOC), which is defined as "geographic areas designated by the Parties where significant impairment of beneficial uses has occurred as a result of human activities at the local level," and in performance of that role it was determined that the dam is a barrier to the free movement of native fish and other aquatic life within the

Milwaukee River except during infrequent and extended duration flood events; due to this barrier the Kletzsch Dam Fish Passage has been identified in the Remedial Action Plan for the Milwaukee Estuary AOC;

- E. WHEREAS the District, per Wis. Stat. 200.31(1), is charged with reducing flood risk within its service area in order to promote efficient use of the sewerage system by reducing infiltration and inflow to sewerage pipes; and
- F. WHEREAS flooding and erosion of the watersheds in the Greater Milwaukee Area threaten public health and private property; and
- G. WHEREAS the District is obligated to ensure any repairs or alterations to the Kletzsch Park Dam do not increase the risk of regional flooding; and
- H. WHEREAS the parties possess complimentary expertise in dam management and repair, and watercourse maintenance and flood management, and
- I. WHEREAS it is in the best interests of the taxpayers, ratepayers, and citizens' use and enjoyment of the Kletzsch Park Dam that the County and the District combine efforts to reduce redundancy of labor and promote efficiency in government operations; and
- J. WHEREAS coordinated efforts will provide better results than could be achieved by the District or the County acting separately.
- K. THEREFORE, the parties shall combine their efforts, apportion costs, and divide labor in order to maximize the return on investment in the repair and rehabilitation of the Kletzsch Park Dam and install a fish passage, associated vegetation, and pedestrian paths, signage, and usual and customary ancillary improvements. This work will not include the installation or improvement of a portage.

4. Effective Dates

This Agreement becomes effective on its execution by both parties and terminates upon the issuance of a certificate of substantial completion of the work described herein or upon termination by the County or the District under Section 13. The District and its contractor will be allowed to inspect and participate in post-construction repairs and vegetation establishment, which will extend beyond the construction phase.

5. District Responsibilities

The District will:

- A. implement the repair of the Kletzsch Park dam as required by the DNR repair order and install a fish passage. The District shall ensure it complies with the applicable

requirements of the Fund for Lake Michigan grant attached as Exhibit A and the WDNR grant attached as Exhibit B;

The District shall include County staff in the key project decision making processes during the planning and design phases. These processes shall include: design workshops; review opportunities at 50% (preliminary review) and 90% (essentially complete) completion; joint planning and implementation of public information opportunities; pre-bid meetings, pre-construction meetings, and all construction coordination meetings. Submittals shall include, but not be limited to, design drawings, shop drawings containing product information and materials and products, a description of the scope of work to be performed, and the means by which such work will be performed. The District will not solicit bids for construction of the Project until it has received email approval from Milwaukee County Parks and the Architecture and Engineering Section of Milwaukee County Department of Administrative Services. Any and all change orders impacting the Project scope, Project materials, or any deliverable shall require email approval by the County, which shall not be unreasonably delayed.

- B. After the District selects a Contractor, the Contractor shall obtain a Right of Entry Permit from the County prior to commencing any work on County Land. The County shall issue the Right of Entry Permit at no cost. Sequential permits may be issued if the project is phased, but no permit shall have a fee.
- C. in recognition of the work already performed by Inter-Fluve (hereafter "Consultant") on behalf of the County to design the Project, the District shall, to the extent possible, assume the Consultant contract from County, re-negotiate any additional terms and conditions with Consultant in order to conform to standard District Procurement practice (District Comm. Policy 1-78.01, et seq.), and continue work already commenced by Consultant, and as may be amended from time to time;
- D. acquire all real estate interests as necessary to construct Project (easements, rights of entry, fee simple conveyance, etc.). The District shall transfer any acquired real estate to the County that is required for the ongoing maintenance of the dam and fish passage. Any transfer of real estate from the County to the District, or from the District to the County, is subject to approval by the governing boards of each and shall be without charge to either party, and only a government entity may be a transferee of any real estate rights herein;
- E. oversee the management of contaminated soil, groundwater, or other hazardous materials, as necessary to construct Project;
- F. perform all resident inspection and resident engineering for Project;

- G. on its own and in conjunction with the County, apply for any additional grant funds, but the District is not obligated to finance the project in the absence of any additional grant funding.
- H. Coordinate, if necessary, with the Wisconsin State Historic Preservation Officer (SHPO) and the Glendale Historic Preservation Committee, and comply with any orders;
- I. The District shall ensure establishment of vegetation and management of invasive species for a minimum of three years post-construction beginning at substantial completion. Any construction or landscaping warranties shall be for the benefit of the County as well as the District.

6. County Responsibilities

The County will:

- A. at its cost, relocate any County utilities or assets necessary to complete the Project;
- B. review and comment on solicitations for contracts, including relevant plans and specifications, attend meetings, and approve final design plans, prior to District's issuance of such solicitations; proposed contract modifications, including change orders and contract claims prior to resolution thereof;
- C. assign the Consultant contract to the District;
- D. attend all project-related meetings, attend and present when requested at outreach events before the public, present project progress and seek any approvals from the County Board necessary to complete the Project as described herein;
- E. consult with District and execute any such real estate documents prior to start of construction, without charge, as discussed in para. 5D.
- F. release any unspent grant funds to the District, fulfill any pledged matching funds as described in Fig. 2 herein, and coordinate with the District the application for any additional grant funding opportunities;
- G. Assist the District, if necessary, if the District needs to coordinate with the Wisconsin State Historic Preservation Officer (SHPO) and/or the Glendale Historic Preservation Commission to comply with any orders;
- H. own, operate, and maintain the Project upon substantial completion and complete any required monitoring of the efficacy of the dam repair and fish passage, and

collaborate with the District and its contractor for completion of the post-construction vegetation establishment.

7. Access

The County and the District grant each other any right of access necessary for the project, including but not limited to Rights of Entry, Temporary or Permanent Access Easements, Temporary Construction Easements, and Licenses, without cost. All real estate rights necessary for the project shall be granted without cost and executed prior to construction.

8. Notices

A. The District will provide notices to:

Guy Smith, Executive Director
Milwaukee County Parks
9480 Watertown Plank Road
Wauwatosa, Wisconsin 53226
guy.smith@milwaukeecountywi.gov
414-254-5691

B. The County will provide notices to:

Beth Wentzel, Senior Project Manager
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204-1446
Mwentzel@mmsd.com
414-225-2106

9. Modifying this Agreement

Any modification to this Agreement will be in writing and signed by both Parties.

10. Severability

If a court finds any part of this Agreement unenforceable, then the remainder of this Agreement continues in effect.

11. Applicable Law

The laws of the State of Wisconsin apply to this Agreement.

12. Resolving Disputes

If a dispute arises under this Agreement, then the Parties will try to resolve it with the help of a mutually acceptable mediator in Milwaukee County. The Parties will equally share any costs and fees associated with the mediation, other than attorney fees. If the dispute is not resolved within 30 days after the Parties refer it to a mediator, then either Party may take the matter to court. Venue in any action brought under this Contract is proper only in the Circuit Court for Milwaukee County.

13. Termination

Either Party may terminate this Agreement at any time. To terminate this Agreement, a Party will provide written notice to the other Party. This notice will indicate the effective date of termination and the reasons for termination.

14. Independence of the Parties

This Agreement does not create a partnership. Neither Party may enter into contracts on behalf of the other Party.

15. Authority of Signatories

Each person signing this agreement certifies that the person is properly authorized by the Party's governing body to execute this Agreement.

16. Indemnification

The District and the County will be liable for their own negligent acts, errors, and omissions.

17. Funding

Each Party is responsible for initially funding respective Components that it designs, constructs, operates, and maintains under this Agreement, except as indicated in any future modifications to this Agreement. Each party shall cooperate with the other in the pursuit of local, state and federal grant and funding opportunities.

The parties are operating under the assumption that state and federal existing grant commitments and future grant opportunities are not jeopardized by the County's assignment of the Consultant agreement to the District and the District's assumption of responsibility for the Project as described herein. The parties' current expectations of funding are depicted in Fig. 2 herein. In the event any such grant commitments and opportunities are suspended or denied, either party may terminate without penalty in accordance with para. 13 herein.

If the County or the District is unable to fund its obligations under this Agreement, then the County and the District will collaborate to determine whether to suspend, modify, or terminate

this Agreement. In consideration for the services to be performed and cost associated with the tasks described herein, the work described herein will be in an amount not to exceed available grant and matching funding, according to the terms set out in paragraphs 5 and 6 herein. In the event the fish passage may not be constructed on the east side, either party may terminate this agreement without penalty, or the parties may renegotiate any such terms as may be necessary.

18. Insurance

District is a special purpose municipal entity with the authority to levy taxes, and as such, is self-insured for general liability and workers compensation under Wisconsin Statutes §§102, 893.80 and 895.46(1).

19. Indemnification

Each party shall be liable for its own acts of negligence.

20. Environmental Indemnification

The District shall, to the fullest extent provided for under any environmental laws, rules and regulations, be responsible for any required repair, cleanup, remediation or detoxification arising out of any Hazardous Materials brought onto or introduced into the Premises or surrounding areas by the District or its agents.

- a. "Hazardous Materials" as the term is used herein shall mean any substance: (i) the presence of which requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, or policy; or (ii) which is or becomes defined as a "hazardous waste" or "hazardous substance" under any federal, state, or local statute, regulation, ordinance, or amendments thereto, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), or the Resource Conservation and Recovery Act (42 U.S.C. §6901, et seq.); or (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of Wisconsin, or any political subdivision thereof; or (iv) the presence of which on lands within the Project Limits causes or threatens to cause a nuisance upon the Project Limits or surrounding area or poses or threatens to pose a hazard to the Project Limits or surrounding areas or to the health or safety of persons on or about the Project Limits; or (v) which contains gasoline, diesel fuel, or other petroleum hydrocarbons; or (vi) which contains polychlorinated biphenyls (PCBs), asbestos, or urea formaldehyde foam insulation; or (vii) which causes notification of release and required actions in accordance with Chapter 292 Wisconsin Statutes..

SIGNATURES ON NEXT PAGE

DRAFT

**MILWAUKEE METROPOLITAN
SEWERAGE DISTRICT**

By: _____
Kevin L. Shafer, P.E.
Executive Director

Date: _____

Approved as to form

Attorney for the District

MILWAUKEE COUNTY

By: _____
Guy Smith
Milw. Cty. Parks Chief of Operations

Date: _____

Approved as to form

Attorney for the County

Approved as compliant per Wis. Stat. sec.
59.42(2)(b)5.

Corporation Counsel
Reviewed by:

Risk Management
Approved as to funds available per Wis. Stat.
sec. 59.255(2)(e).

Comptroller
Approved

County Executive

Approved with regards to County Ordinance
Chapter 42

Community Business Development Partners

Figure 1

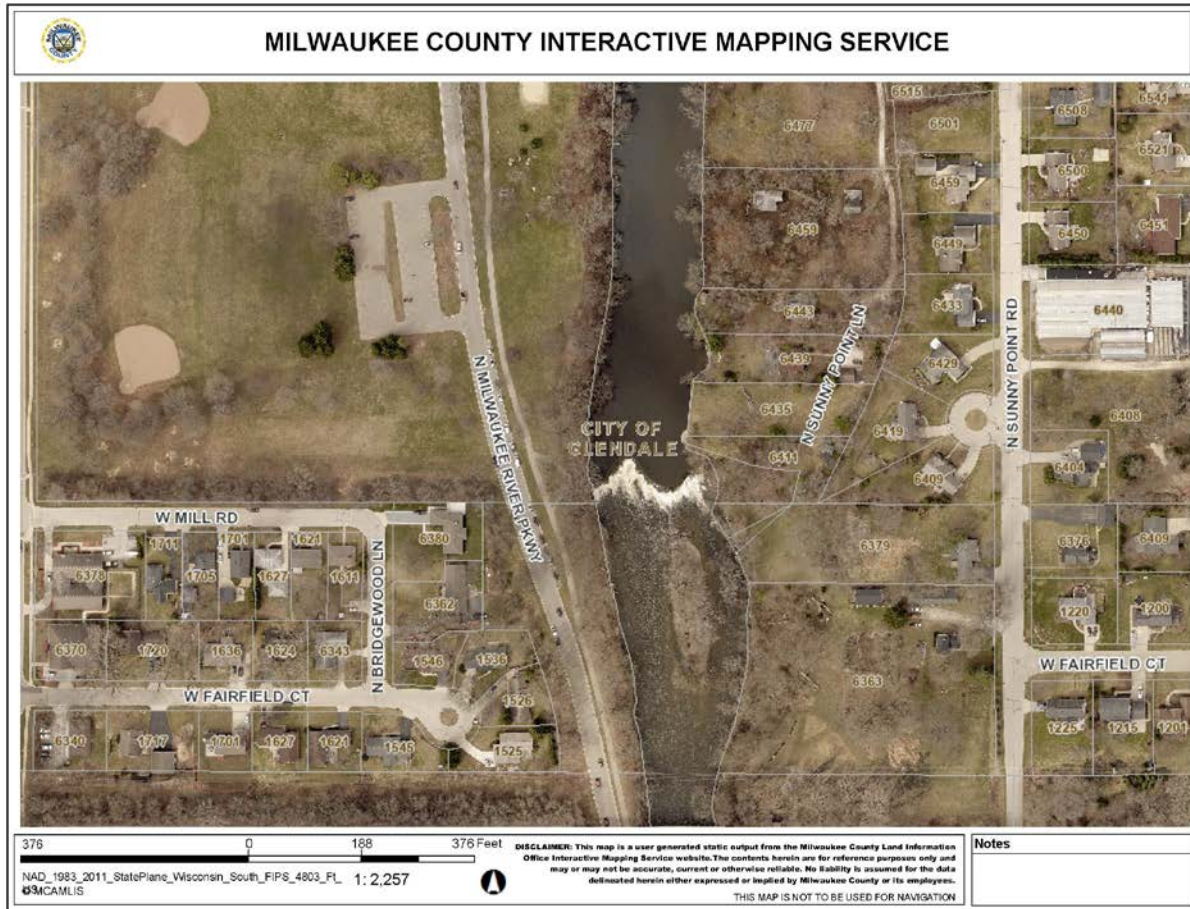
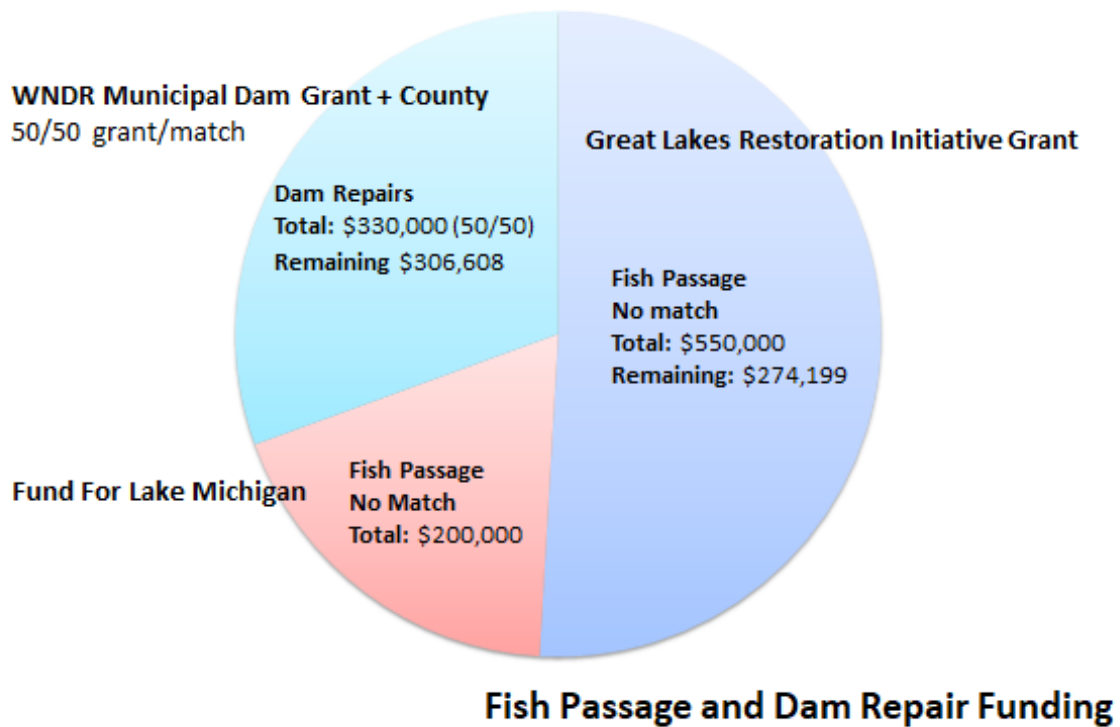


Fig. 2

Kletzsch Park Fish Passage Project





A fund within the Greater Milwaukee Foundation

c/o Greater Milwaukee Foundation
101 W. Pleasant St., Milwaukee, WI 53212
phone: (414) 272-5805 fax: (414) 272-6235

Grant Agreement for Grant Number: 20161219

The grant to your organization from the Fund for Lake Michigan (FFLM) at the Greater Milwaukee Foundation is for the explicit purpose(s) described below and in your grant application to the FFLM, and is subject to your acceptance of the following conditions. To acknowledge this agreement, to accept the grant, and to be eligible to receive the funds when needed, **PLEASE RETURN ONE SIGNED COPY OF THIS GRANT AGREEMENT TO THE FUND FOR LAKE MICHIGAN via email to vicki@fundforlakemichigan.org.**

Grantee Milwaukee County Department of Parks, Recreation & Culture

Amount of Grant \$200,000 Date Authorized 6/23/2016

Grant purpose The Kletzsch Park Dam - Fish Passage in the Milwaukee Estuary AOC

Grant period: begins 6/1/2016 ends 9/30/2017

Payment
schedule: \$200,000 on 11/15/2017

Reporting schedule: An interim report is due 1/15/2017 and the final report is due 10/31/2017

Special Conditions
This grant will be structured as a reimbursement grant. The county will request payment of funds once the proposed work is complete. The county must provide documentation of all expenditures for materials and contractors in excess of \$5000.

Section IIA and III below apply to this grant. The FFLM may withhold its final grant payment until signage is installed at the project site.

SPECIAL PROVISIONS:

All grants are made in accordance with current and applicable laws and pursuant to the Internal Revenue Code, as amended, and the regulations issued there under.

Please read the following carefully:

I. EXPENDITURE OF FUNDS

This grant is to be used only for the purpose described in the grant application and in accordance with the approved budget. The program is subject to modification only with the Fund for Lake Michigan and Foundation's prior written approval.

- A. The grantee shall return to the Foundation any unexpended funds:
 - 1. at the end of the grant period, or
 - 2. if the Fund or Foundation determines that the grantee has not performed in accordance with this agreement and approved program/budget, or
 - 3. if the grantee loses its exempt "public charity" status under Section 501(c)(3) of the Internal Revenue Code.
- B. No funds provided by the Foundation may be used for any political campaign, legislation, candidates or office holders, or to support attempts to influence legislation or public policy positions by any government body, other than through making available the results of nonpartisan analysis, study and research. Grantees may be required to note in presentations or printed publications resulting from the grant that such conclusions do not reflect the position of the Fund for Lake Michigan or the Greater Milwaukee Foundation.
- C. Unless specifically authorized by the Foundation, expenses charged against this grant may not be incurred prior to the effective date of the grant or subsequent to the termination date, and may be incurred only as necessary to carry out the purposes and activities of the approved program.
- D. The grantee organization is responsible for the expenditure of the funds and for maintaining adequate supporting records consistent with generally accepted accounting practices.
- S. Private entities receiving funds from the FFLM must solicit competitive bids for all contracts and other expenses estimated to be over \$50,000. Public entities receiving funds from the FFLM must follow their own procurement laws and policies.

II. SIGNAGE AND PUBLICITY

- A. If applicable, the grantee will install educational signage that is approved by the Fund for Lake Michigan.
- B. The grantee will include the Fund for Lake Michigan's logo and denote the Fund as a supporter of the project on printed materials, event announcements, the grantee's or project's website, and other media/public outlets.
- C. When applicable, Fund for Lake Michigan staff will be included in major press announcements involving the project described in the proposal, such as ground-breakings, ribbon cuttings, etc.
- D. The grantee will provide before and after photos showing the work that was completed under the grant.
- E. The grantee is encouraged to share other photos, video clips, news articles and other outreach materials that show the impact of the Fund's grant. These materials can be shared directly with FFLM staff or submitted via the Fund's website via the "Share Your Story" webpage (<http://www.fundforlakemichigan.org/share-your-story/>).
- F. The grantee will be asked to periodically report on efforts to recognize the Fund for Lake Michigan for its support.

III. OPERATIONS AND MAINTENANCE

For all on-the ground restoration and infrastructure projects, the grantee **will maintain the project for at least five years**. If the Project fails to perform as anticipated, or if maintaining the Project is not feasible, then the grantee will provide a report to the Fund for Lake Michigan explaining the failure of the Project or why maintenance is not feasible. Failure to maintain the Project may make the grantee ineligible for future Fund for Lake Michigan funding, until the grantee corrects the maintenance problems.

The grantee **will provide brief annual maintenance update**, of one page or less. This update will summarize major maintenance activities during the previous 12 months and will indicate whether or not the project is performing as expected. This report is due December 31 of each year. The grantee will provide these reports for the five calendar years following the year in which the grantee completes construction.

III. REPORTING REQUIREMENTS

Reports will be submitted according to the following schedule:

- An interim report is due on: 1/15/2017,
- A final report is due on: 10/31/2017

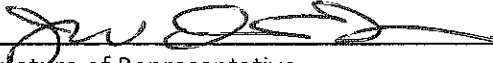
Reports should be submitted using the Fund for Lake Michigan's online grant system at <https://www.grantinterface.com/lakemi/Common/LogOn.aspx>. Please contact Jennifer Sargent at jennifer.sargent@arabellaadvisors.com or 312-235-1430 should you have any questions or problems submitting your reports. Grantees who fail to submit reports may delay or forfeit pending or future grant payments.

For on-the-ground restoration or infrastructure projects, reports should include before and after photos of the project site.

IV. LIMIT OF COMMITMENT

Unless otherwise stipulated in writing, this grant is made with the understanding that the Fund for Lake Michigan and the Greater Milwaukee Foundation have no obligation to provide other or additional support to the grantee. Any violation of the foregoing conditions will result in cancellation of future payments and refunding to the Foundation of any amounts subject to the violation.

For the Grantee:



Signature of Representative

John Dargle Jr., Director

Print Name and Title

5 JUL 2016

Date

EXHIBIT B of the Intergovernmental Cooperation Agreement for Kletzsch Dam Fish Passage

GRANT AGREEMENT BETWEEN
WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND
MILWAUKEE COUNTY DEPARTMENT OF PARKS, RECREATION AND CULTURE

THIS AGREEMENT is entered into by and between the State of Wisconsin Department of Natural Resources (Department) and the Milwaukee County Department of Parks, Recreation, and Culture (Grantee) for the purpose of constructing a fish passage structure at the Kletzsch Park Dam in the Milwaukee Estuary Area of Concern (AOC).

FOR AND IN CONSIDERATION of the terms and conditions contained in this grant agreement, the above-named parties agree:

1. PERIOD OF AGREEMENT: This grant agreement shall commence upon its signing by both parties and continue until June 30, 2018, during which period all performance as described in this grant agreement shall be fully completed to the satisfaction of the Department. The Grantee is eligible for expenses incurred from April 1, 2017.
2. CANCELLATION: The Department reserves the right to cancel this agreement in whole or in part, without penalty, due to nonappropriation of funds or for failure of the Grantee to comply with terms, conditions, and specifications of this grant agreement.
3. ENTIRE GRANT AGREEMENT; AMENDMENTS: This grant agreement, together with the specifications in the bid request (if any) and referenced parts and amendments, shall constitute the entire agreement and previous communications or agreements pertaining to this grant agreement are hereby superseded. Any agreement revisions, including cost adjustments and time extensions, may be made only by a written amendment to this grant agreement, signed by both parties prior to the ending date of this grant agreement.
4. ASSIGNMENT SUBCONTRACTS: Neither this grant agreement nor any right or duty in whole or in part by the Grantee under this grant agreement may be assigned, delegated or subcontracted without the written consent of the Department. If upon the written consent of the Department this grant agreement or any right or duty in whole or in part is assigned, the Assignee(s) shall expressly agree to assume and perform all relevant obligations expressed under the terms of this grant agreement and be bound by the terms and conditions of this agreement. Assignment in whole or in part of this grant agreement does not absolve the Grantee of any liability or obligation expressed and agreed to hereunder.
5. DESCRIPTION OF WORK: The Grantee agrees to perform the following services to the satisfaction of the Department as described in the attached Scope of Work.

6. AGENCY CONTACTS: All communications regarding this grant agreement will be made through the designated agency contacts. The designated contacts are:

Grantee - Jill Organ, Chief of Planning and Development
Milwaukee County Department of Parks, Recreation and Culture
9480 Plank Road
Wauwatosa, WI 53226
Phone: 414-257-4775

Department - Stacy Hron, Milwaukee Estuary Area of Concern Coordinator
Wisconsin Department of Natural Resources
Office of Great Waters
2300 N Martin Luther King Jr. Drive
Milwaukee, WI 53212
Phone: 414-263-8625
Email: Stacy.Hron@Wisconsin.gov

7. TERMINATION:

- A. This grant agreement may be terminated in whole, or in part, in writing by the Department in the event of substantial failure of the Grantee to fulfill its obligation under this grant agreement, provided, that the Department shall give the Grantee not less than thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation prior to termination.
- B. If termination is effected by the Department, an equitable adjustment in the price provided for in this grant agreement shall be made. Any payment due to the Grantee at the time of termination may be adjusted to the extent of any additional costs occasioned to the Department by reason of the Grantee's default. The equitable adjustment for any termination shall provide for payment to the Grantee for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Grantee relating to commitments which had become firm prior to the termination.
- C. Upon receipt of a termination action pursuant to paragraph A above, the Grantee shall (1) promptly discontinue all services affected (unless the notice directs otherwise); (2) terminate all subcontracts to the extent that they relate to the performance of work terminated by the Department, and (3) deliver or otherwise make available to the Department, all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Grantee in performing this grant agreement, whether completed or in process.
- D. Upon termination pursuant to paragraph A above, the Department may take over the work and prosecute the same to completion by agreement with another party or otherwise and the Grantee is liable for any excess costs for such similar work or services.
- E. The rights and remedies of the Department and the Grantee provided in this clause are in addition to any other rights and remedies provided by law or under this grant agreement.

8. PAYMENT: The Department agrees to reimburse the Grantee up to a total of \$550,000 for the costs identified in the attached Scope of Work. The Grantee is eligible for expenses incurred from April 1, 2017.

Billings by the Grantee shall be made on a quarterly itemized basis for the actual net costs incurred for review and acceptance. Invoices should be sent to:

Emily Punke, Grant Coordinator
Wisconsin Department of Natural Resources
Office of Great Waters, OGW/3
P.O. Box 7921
Madison, WI 53707
Phone: 608-267-7439
Emily.Punke@Wisconsin.gov

AND

Stacy.Hron@Wisconsin.gov

Final invoices must be submitted within 60 days after the end of the grant agreement.

9. RECORDS; ACCESS: The Grantee shall, for a period of three (3) years after completion and acceptance by the Department, maintain books, records, documents, and other evidence directly pertinent to performance on work under this grant agreement in accordance with generally accepted accounting principles and practices. The Grantee shall also maintain the financial information and data used in the preparation or support of the cost submission in effect on the date of execution of this grant agreement and a copy of the cost summary submitted to the Department. The Department, the U.S. Environmental Protection Agency, their agents and their duly-authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee shall provide proper facilities for such access and inspection. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such dispute, performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
10. INDEPENDENT CONTRACTOR: The Grantee is an Independent Contractor for all purposes and is not an employee or agent of the Department.
11. INDEMNIFICATION: The Parties agree to indemnify, defend, and hold harmless each other and each other's officers, employees, and agents from all liabilities, claims, losses and expenses, including reasonable attorney's fees, caused by any wrongful, intentional, or negligent acts or omissions of the indemnifying party, its officers, employees, or agents, which arise out of or are connected with the activities covered by this Agreement. Nothing in this agreement shall be construed to constitute a waiver of any otherwise applicable immunity, limited immunity or limitation on liability under Wisconsin law.

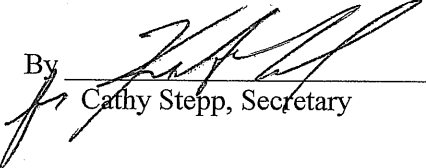
12. INSURANCE: The Grantee performing services for the State of Wisconsin shall:
- a) Maintain worker's compensation insurance for all employees engaged in the work.
 - b) Maintain commercial liability and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
 - c) Provide an insurance certificate indicating this coverage, counter-signed by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the agreement/contract.
 - d) The state reserves the right to require higher or lower limits where warranted.
 - e) WDNR acknowledges and understands that Milwaukee County is a municipal body corporate that self-funds for liability under Wis. Stat. secs. 893.80 and 895.461(1), and automobile liability under Wis. Stat. sec. 345.05. Milwaukee County is also permissibly self-insured under Wis. Stat. sec. 102.28(2)(b) for Workers' Compensation. This protection is applicable to officers, employees and agents while acting within the scope of their employment or agency.
13. NONDISCRIMINATION: In connection with the performance of work under this grant agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the Grantee being declared an "ineligible" Grantee, termination of the grant agreement or withholding of payment.
14. AFFIRMATIVE ACTION: If this grant agreement is for an amount of fifty thousand dollars (\$50,000) or more the Grantee agrees to submit a written affirmative action plan to the Department within 15 business days after the grant agreement's commences if an acceptable plan is not already on file with the State of Wisconsin. (Grantees with an annual work force of fewer than fifty employees are exempted from this requirement.) Failure to comply with the conditions of this clause may result in the Grantee being declared an "ineligible" Grantee, termination of the grant agreement or withholding of payment.
15. FUNDING SOURCE: This grant agreement is funded in part or wholly by a grant from the U.S. Environmental Protection Agency, CFDA #66.469. This procurement will be subject to regulations contained in 2 CFR 200.338 & 200.339 (formerly 40 CFR Parts 31 and 40 and OMB Circular 133). Neither the United States nor the U.S. Environmental Protection Agency is a party to this agreement.

16. APPLICABLE LAW: This grant agreement shall be governed by the laws of the State of Wisconsin. The Grantee shall at all times comply with all federal, state and local laws, ordinances, and regulations in effect during the period of this grant agreement.
17. ANTITRUST ASSIGNMENT: The Grantee and the Department recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Department. Therefore, the Grantee hereby assigns to the Department any and all claims for such overcharges as to goods, materials or services purchased in connection with this grant agreement.
18. TAX DELINQUENCY: Grantees who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
19. ADDENDUM: Additional conditions are attached as Addendum A, as part of the federal Grant Agreement No. GL-00E01206-2, funding this award. It is the responsibility of the grantee to determine which, if any, of the Federal Administrative Conditions in Addendum A may be relevant to the grantee or their sub awards, and to apply them accordingly.

The undersigned, as representatives of their respective agencies, hereto agree to this grant agreement.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

Date 5/23/17

By 
Cathy Stepp, Secretary

MILWAUKEE COUNTY DEPARTMENT OF
PARKS, RECREATION AND CULTURE

Date 13 June 2017

By 
John Dargle, Director

SCOPE OF WORK
Wisconsin DNR Office of Great Waters

Project Title: Kletzsch Park Dam Fish Passage

WDNR Project Manager: Stacy Hron, Milwaukee Estuary Area of Concern Coordinator

WDNR Project Manager Contact Information: 2300 N. Dr. Martin Luther King Jr. Dr.,
Milwaukee, WI 53212; 414.263.8625

Partner Project Manager: Kevin Haley, Landscape Architect, Milwaukee County Department of
Parks, Recreation and Culture

Partner Project Manager Contact Information: 9480 Watertown Plank Road, Wauwatosa, WI
53226, 414-257-6242, kevin.haley@milwaukeecountywi.gov

DUNS #: 172896383

Project Location: Kletzsch Park, Milwaukee River at river mile 10 (10-miles upstream of
confluence with Lake Michigan). Between Green Tree Rd. and Bender Rd., City of Glendale,
Milwaukee County.

Project Landowner: Milwaukee County

Background and Project Rationale

Kletzsch Dam Fish Passage has been identified as a necessary fish and wildlife habitat restoration project in the Milwaukee Estuary AOC. Milwaukee County Department of Parks, Recreation and Culture (DPRC) proposes to construct a fishway that would re-establish aquatic species connectivity by removing the last barrier to the movement of native warm-water fish species (including but not limited to lake sturgeon, walleye, northern pike and other important game and non-game fish) between Lake Michigan, the Milwaukee River Estuary, 25 miles of river, 29 miles of tributary and 2,400 acres of wetlands upstream of the dam. This will provide access to spawning and nursery habitat generally lacking between the dam and Lake Michigan. It will also build upon significant investments in river restoration made upstream of the Kletzsch Park Dam in recent years including a fish passage facility at the Milwaukee River's Thiensville Dam (river mile 20), the removal of the Milwaukee River's North Avenue, Lime Kiln and Chair Factory Dams (river miles 3, 30 & 31 respectively), the Seminary Dam removal on Pigeon Creek, and elimination of numerous fish barrier culverts and other obstructions.

Although the dam is in generally good condition, it will be undergoing planned repairs in response to minor operational deficiencies identified during a 2013 inspection of the dam. Those deficiencies were vegetation encroachment, masonry facing deterioration, and non-operating stop-logs. Furthermore, a dam overlook is going to be reconstructed in response to the need for improved overall public access to the dam and to the river, and specifically

addressing limited access for physically disabled individuals and conditions relating to direct contact with the water by boaters and fishermen. The timing of the planned dam repairs and the overlook improvements presents a unique, limited opportunity to also construct fish passage. The DPRC hopes to take advantage of this opportunity by constructing a fishway that would be integrated with the dam and planned improvements including: a handicap accessible overlook; rehabilitation of the eroding streambank on the west side of the dam; and, improved public access to the dam for viewing, shore fishing, and canoe/kayak launching and portaging. The greatest challenge is securing adequate funding to implement fish passage modifications concurrent with dam repairs. Failure to implement fish passage now would likely preclude it from being considered in the future since it would require disturbing significant portions of the repair and overlook work. This is probably the last opportunity within the next 25-30 years or more to cost-effectively implement fish passage improvements at the dam.

In addition to the ecological benefits of the fish passage, stabilization of impacted riverbanks will ensure that erosion and sedimentation will not contribute to degraded water quality and aquatic habitat in the future. Native riparian plantings in areas directly impacted by the construction work will restore natural wildlife habitat. Enhanced recreational fishing opportunities will be created in one of the most demographically diverse and densely populated areas in the State of Wisconsin.

Proposed Work

The goal of this project is to provide aquatic organism passage at the Kletzsch Park Dam through the construction of a fishway structure. The dam is a barrier to native fish and other aquatic life passage except during infrequent and extended duration flood events. The structure would be passive by design, require minimal to no operation and maintenance cost, and would permanently allow passage upstream in the Milwaukee River.

The project will include design and construction of a fish passage structure. To accomplish the proposed work, the DPRC would hire a qualified consultant to perform design, bidding, permitting, and construction phase services on its behalf. The DPRC would also hire a construction contractor to implement the final design plans.

The design of the structure will be based on the rock ramp fishway concepts proven to be highly effective at passing native Midwestern fish assemblages at numerous other dam sites, including those native to the Lake Michigan and Milwaukee River watersheds. The rockramp design generally mimics the features of a typical Midwestern moderate-gradient riffle or rapids extending from all or a portion of the spillway. Compared to other engineered in-line or side channel fishway designs, rock-ramps are more effective at passing fish since they encompass a much larger footprint and do not have to compete for the dominant flow of the river to attract fish to the fishway entrance. They also require little maintenance.

Upon completion, educational signage will be placed and maintained at the Kletzsch Park Dam explaining the purpose and benefits of this project, crediting funding sources, and describing the cumulative fish passage efforts undertaken for the benefit of Lake Michigan, the Milwaukee

Estuary AOC and watershed. Project information will also be updated and linked to the DPRC website <http://county.milwaukee.gov/Parks>.

Fish Passage at Kletzsch Dam has been identified as a management action for the Loss of Fish and Wildlife Habitat beneficial use impairment in the Milwaukee Estuary AOC Remedial Action Plan Update for 2016. This project will complete one management action. The management action projects were selected in consultation with the Fish and Wildlife Technical Advisory Committee (Tech Team). The Tech Team identified the following necessary project elements, fish and wildlife goals addressed by the project and metrics for evaluating the project. These elements, goals and metrics will be included in the final design and implementation of the Kletzsch Dam Fish Passage project (see appendix C, 2015 Milwaukee Estuary AOC Remedial Action Plan Update).

Necessary Project Elements

- The Kletzsch Park Dam is not a complete barrier to aquatic invasive species (AIS). The USFWS and WDNR have determined that the first complete barrier to potential AIS from Lake Michigan is the Village of Grafton Bridge Street Dam at river mile 32. In-water and land-based construction activities will follow WDNR practices and permit requirements for preventing the spread of AIS.
- Milwaukee County owns the Kletzsch Park Dam and either owns or has access easements for lands abutting the dam, and will maintain the fish passage facility.

Fish and Wildlife Goals Addressed by Project

1. Enhance/improve aquatic habitat by...

B. Improving lateral connectivity by connecting aquatic habitat to floodplain wetland with suitable hydroperiod from Lake Michigan to the tributaries and headwaters where opportunities exist.

2. Improve aquatic habitat connectivity by...

A. Improving linear connectivity by restoring or enhancing fish and aquatic organism passage from Lake Michigan to the tributaries and headwaters, and/or

B. Reconnecting high quality habitat downstream of the Bridge Street Dam and Lepper Dam to the main stem rivers of the AOC in cases where that habitat is directly connected to the estuary (i.e., there are no downstream barriers from the proposed project site).

Criteria/Metric for Evaluating Projects Goals and Objectives are Met

- Enable fish and aquatic life access to an additional 22-miles of barrier free riverine habitat and 2,400-acres of wetland habitat.
- 22 miles of tributary connected to the mainstem of the Milwaukee River, Milwaukee Estuary and Lake Michigan.
- One critical impediment retrofitted for fish and aquatic life passage.
- One riparian area impediment retrofitted to improve continuity of riparian buffers, including improvements to decrease resistance to animal movements.

- Increase in suitable habitat patch size resulting from new connectivity.

Tasks and Deliverables

The following is a list of tasks that must be completed for the project along with the deliverables associated with each task. All work products must be approved by DNR and will be retained as property of DNR. All work deliverables should be submitted to the DNR Project Manager.

Task 1: Develop detailed engineered plans and specifications for a fish passage structure at Kletzsch Park Dam. The plans will be developed in accordance with the Project Scope detailed in the above section and AOC fish and wildlife habitat restoration goals.

Deliverables:

- a) Request for proposals to solicit engineering firms
- b) Preliminary and final engineering designs and specifications, in paper (2 copies with full size drawings) and electronic (PDF and CADD) formats

Task 2: Prepare all applicable federal, state and local permit applications and gain regulatory approvals as required. Prepare materials and ensure compliance with National Historic Preservation Act, National Environmental Policy Act and Endangered Species Act.

Deliverables:

- a) Copies of all permit applications, materials and regulatory correspondence

Task 3: Prepare and gain approval for a Quality Assurance Project Plan (QAPP) for both design and construction from DNR and the US Environmental Protection Agency.

Deliverables:

- b) Completed QAPP in electronic format

Task 4: Carry out construction or implementation bidding.

Deliverables:

- c) Copy of all bidding documents
- d) Copy of bid tabulation

Task 5: Construct fish passage structure at Kletzsch Park Dam. Hire construction oversight contractor to oversee construction and implementation activities.

Deliverables:

- e) Copy of all construction contractors submittals
- f) Copy of all oversight contractor submittals
- g) Request for proposal or other instrument to hire oversight contractor.

Task 6: Prepare and submit quarterly grant reports, quarterly invoices and a final report.

Reports will be submitted January 1, March 1, July 1, and September 1. Reports will identify amount expended per quarter, activities conducted, and planned activities for the following quarter, along with identification of any issues encountered (including delays or deviations from the original schedule or other setbacks) during the quarter and how they were addressed.

Deliverables:

- h) Quarterly Project Reports for each quarter from receipt of funding or pre-award cost eligibility through project close out.

Task 7: Collaboration with project partners and stakeholders. The County will collaborate with the DNR via the DNR project manager and other appropriate staff throughout the project. The County will include in all phases of the project appropriate public input processes and notices in addition to soliciting input from the Tech Team during the design phase of the project. The DNR Project Manager will facilitate input via the Tech Team.

Deliverables:

- i) Summary of findings and public meeting minutes in report format

Project Schedule

The following project schedule is subject to change based on receipt of funding, design, permitting and timing of construction. The project is planned to be completed in tandem with the other projects occurring at the park. Any changes to timing below will be through written notification from the County Parks Project Manager to the WDNR Project manager.

April-May 2017	Hire design consultant
May 2017 – August 2017	Prepare construction and permitting documents
August 2017	Bid and let construction work
November 2017	Substantial completion of construction
June 2018	Project close-out

Project Budget, Funding & Invoicing

Design, Permitting & Construction	\$550,000
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The method of payment is reimbursement for expenses incurred upon invoice. Invoices will be submitted to DNR on a quarterly basis, but can be submitted on a monthly basis if desired. Matching funding is being provided for the project by the Fund for Lake Michigan in the amount of \$200,000. Documentation of allocation of project costs to both funding sources must be included on each invoice. Invoices must also include details/description of work invoiced and copies of contractor invoices.

Responsibilities of Partners, Collaboration & Decision Making

The County and DNR are entering into this project with a shared vision of restoration and an approach of collaboration. It is the intent of all to complete a project that benefits the fish and wildlife of the river and in turn the community, while fitting into the site and regulatory constraints. It is recognized that the project must meet the funding goals and criteria. It is DNR's responsibility through the funding to ensure satisfaction of these goals and criteria for meeting the delisting of the BUIs.

A project team made up of representatives from the DNR and the County will ensure coordination and continuous interaction between parties. At a minimum the project team will include the respective project managers for both agencies. The project team will utilize collaborative decision making.

The project team will develop the RFPs to solicit contracting firms, participate in pre-bid contractor meetings, participate in progress meetings, discuss change orders, and provide updates. The County will develop a draft RFP for the project team to review and comment. The team shall function within the framework of funding regulations, state statutes, County ordinances, and County procurement procedures.

It is recognized that project outputs must meet Great Lakes Restoration Initiative and AOC goals and criteria. It is DNR's responsibility to ensure satisfaction of these goals and criteria.

Milwaukee County shall:

- Provide access to its properties for this scope of work to be conducted.
- Administer the funding according to the aid agreement and this scope of work.
- Hire qualified contractors, and carry out this scope of work.
- Assure the scope of work defined has been completed by June 30, 2018
- As riparian landowner, will secure necessary permitting.
- Obtain necessary approval from local entities, including the Milwaukee County Board.
- Work with the DNR to ensure the project meets the Area of Concern fish and wildlife habitat goals to the DNR's satisfaction.
- Review all contractor and subcontractor invoices to assure that all work included is complete before submitting an invoice to DNR for reimbursement.

Department of Natural Resources shall:

- Provide funding for the execution of this scope of work in the amount specified in section Project Funding & Invoicing.
- Provide oversight of this funding agreement.
- Provide any available information collected as part of other AOC and fisheries related projects.
- Review and approve drafts, work products, invoices and deliverables in a timely manner.

Administrative Conditions

TERMS AND CONDITIONS SUPERSEDE PRIOR TERMS AND CONDITIONS

GENERAL COMPLIANCE, 40 CFR, Part 33

The recipient agrees to comply with the requirements of EPA's Disadvantaged Business Enterprise (DBE) Program for procurement activities under assistance agreements, contained in 40 CFR, Part 33.

UTILIZATION OF SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES

MBE/WBE REPORTING, 40 CFR, Part 33, Subpart E

MBE/WBE reporting is required in annual reports. Reporting is required for assistance agreements where there are funds budgeted for procuring construction, equipment, services and supplies, including funds budgeted for direct procurement by the recipient or procurement under subawards or loans in the "Other" category that exceed the threshold amount of \$150,000, including amendments and/or modifications.

Based on EPA's review of the planned budget, this award meets the conditions above and is subject to the Disadvantaged Business Enterprise (DBE) Program reporting requirements. However, if recipient believes this award does not meet these conditions, it must provide [SEE DBE COORDINATOR INFO LISTED BELOW] with a justification and budget detail within 21 days of the award date clearly demonstrating that, based on the planned budget, this award is not subject to the DBE reporting requirements.

The recipient agrees to complete and submit a "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" report (EPA Form 5700-52A) on an annual basis. All procurement actions are reportable, not just that portion which exceeds \$150,000.

When completing the annual report, recipients are instructed to check the box titled "annual" in section 1B of the form. For the final report, recipients are instructed to check the box indicated for the "last report" of the project in section 1B of the form. Annual reports are due by October 30th of each year. Final reports are due by October 30th or 90 days after the end of the project period, whichever comes first.

The reporting requirement is based on total procurements. Recipients with expended and/or budgeted funds for procurement are required to report annually whether the planned procurements take place during the reporting period or not. If no budgeted procurements take place during the reporting period, the recipient should check the box in section 5B when completing the form.

MBE/WBE reports should be sent to

Adrianne M. Callahan, Region 5 MBE/WBE Coordinator
USEPA, Acquisition and Assistance Branch
77 West Jackson Boulevard (MC-10J)
Chicago, IL 60604

The current EPA Form 5700-52A can be found at the EPA Office of Small Business Program's Home Page at http://www.epa.gov/osbp/dbe_reporting.htm

This provision represents an approved deviation from the MBE/WBE reporting requirements as described in 40 CFR, Part 33, Section 33.502; however, the other requirements outlined in 40 CFR Part 33 remain in effect, including the Good Faith Effort requirements as described in 40 CFR Part 33 Subpart C, and Fair Share Objectives negotiation as described in 40 CFR Part 33 Subpart D and explained below.

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

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

In accordance with 40 CFR, Section 33.411 some recipients may be exempt from the fair share objectives

requirements described in 40 CFR, Part 33, Subpart D. Recipients should work with their DBE coordinator, if they think their organization may qualify for an exemption.

Current Fair Share Objective /Goal

The dollar amount of this assistance agreement or the total dollar amount of all of the recipient's financial assistance agreements in the current federal fiscal year from EPA is \$250,000, or more. The WISCONSIN DEPARTMENT OF NATURAL RESOURCES has negotiated the following, applicable MBE/WBE fair share objectives/goals with EPA as follows:

COMBINED RATE: MBE 8%; WBE 8%

Negotiating Fair Share Objectives /Goals

In accordance with 40 CFR, Part 33, Subpart D, established goals/objectives remain in effect for three fiscal years unless there are significant changes to the data supporting the fair share objectives. The recipient is required to follow requirements as outlined in 40 CFR Part 33, Subpart D when renegotiating the fair share objectives/goals.

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

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

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

CONTRACT ADMINISTRATION PROVISIONS , 40 CFR, Section 33.302

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

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

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

CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

EXTENSION OF PROJECT /BUDGET PERIOD EXPIRATION DATE

EPA has not exercised the waiver option to allow automatic one-time extensions for non-research grants under 2 CFR 200.308 (d)(2). Therefore, if a no cost time extension is necessary to extend the period of availability of funds (budget period), the recipient must submit a written request, including a justification as to why additional time is needed, revised timelines and milestones, and an estimated date of completion, to the EPA prior to the budget/project period expiration dates.

The extension request should be submitted to the EPA Project Officer with a courtesy copy to the EPA Grants Management Specialist.

GENERAL TERMS AND CONDITIONS

The recipient agrees to comply with the current EPA general terms and conditions available at : <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-march-29-2016-or-later>. These terms and conditions are in addition to the assurances and certifications made as part of the award and the terms, conditions or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <http://www.epa.gov/ogd/tc.htm>.

Programmatic Conditions

PROGRAMMATIC TERMS AND CONDITIONS SUPERSEDE PRIOR TERMS AND CONDITIONS

ENVIRONMENTAL RESULTS - RECIPIENT PERFORMANCE REPORTING

All Recipients (other than recipients of State or Tribal Program grants under 40 C.F.R. Parts 35 Subparts A/B and 40 CFR Part 35, Subparts K and L)

Performance Reports : The recipient agrees to submit performance reports that include brief information on each of the following areas: 1) a comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement workplan for the period; 2) the reasons for slippage if established outputs/outcomes were not met; and 3) additional pertinent information, including, when appropriate, analysis and information of cost overruns or high unit costs.

The recipient agrees to inform EPA as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the outputs /outcomes specified in the assistance agreement work plan.

MEETINGS / CONFERENCES / TRAVEL COSTS

Time and travel costs along with participation in professional meetings and conferences funded under this agreement shall be approved by the EPA Project Officer in advance. Although the EPA Project Officer may have approved this type of activity as a component of the workplan, the recipient (or its representative) seeking to attend professional meetings and conferences not covered/approved in the original scope of work, needs to obtain prior approval from an EPA Project Officer. Specifically, at least 45 days in advance, the recipient shall request approval of the EPA Project Officer for any travel plans not previously anticipated and not previously approved as part of this assistance agreement by providing the Project Officer with a description of the event, the location of the event, the event sponsor, travel dates, the recipient's role in the event, the number of travelers and estimated travel costs. The request should also include a justification describing why this travel is a necessary part of this assistance agreement. The

recipient agrees that any travel requiring an increase in grant funds or a rebudgeting of funds from other cost categories of the approved budget must be approved in writing and/or by formal amendment to this agreement as applicable. In addition, the recipient understands that any international travel requires written prior approval by EPA since such travel requires clearance by EPA's Office of International Affairs and in certain instances, the US Department of State. The recipient understands that if it incurs travel costs of any kind without EPA's prior approval, it does so at its own risk.

SIGNAGE

The recipient shall ensure that a visible project identification sign (with the Great Lakes Restoration Initiative logo provided by the EPA Project Officer) is erected as appropriate at each on-the-ground protection or restoration project. Each sign must give project information and credit the Great Lakes Restoration Initiative and appropriate federal agencies for funding. The recipient will determine the design, placement, and materials for each sign. The GLRI logo should be accompanied with the statement indicating that the WDNR received financial support in the amount of \$2,500,000 from the EPA.

REPORTING

[A] Semi-annual progress reports : Starting with the first full reporting period after the issuance of the award, the recipient shall submit semi-annual progress reports (electronically) to the EPA Project Officer by April 30 and October 30 of each year, through the life of the assistance agreement. Reporting periods shall be the 6 month periods from October 1 to March 31 and April 1 to September 30. Progress reports shall document progress in writing and in pictures, for the project during the immediately preceding reporting period and must contain sufficient information in order to ascertain that the workplan is being carried out as specified in the assistance agreement. Progress reports shall describe all of the following that apply:

- (1) Work accomplished for the period, quantifying results achieved. Specify any incremental and cumulative (from October 1, 2014 on) results achieved during the reporting period for all applicable GLRI Action Plan II measures (i.e., the number of responses, exercises, acres, and/or miles for measures on the list at on page 5 of the GLRI Action Plan II: <http://www.greatlakesrestoration.us/actionplan/pdfs/glri-action-plan-2.pdf>), in accordance with any direction provided by your EPA project officer and the GLRI Action Plan II Measures Reporting Plan as periodically updated by the EPA at <http://www.epa.gov/great-lakes-funding>, particularly:

#	Measure of Progress
1.2.1	Number of people provided information on the risks and benefits of Great Lakes fish consumption by GLRI-funded projects

- (2) Object Class Category changes;
- (3) Corrective actions;
- (4) Projected new work;
- (5) Percent completion of scheduled work;
- (6) Percent of budgeted amounts spent;
- (7) Any change in principal investigator;
- (8) Any change needed in project period,
- (9) Date and amount of latest drawdown request; and
- (10) Delays or adverse conditions which materially impair the ability to meet the outputs /outcomes specified in the assistance agreement workplan.

The EPA Project Officer must be able to determine that all mission support products, services, information

or data generation and use, including technology development and verification, is performed in accordance with EPA policies and the assistance agreement. To develop your progress report you may use the outline at <<http://www.epa.gov/great-lakes-funding>>.

[B] Final Report: The Final Report shall incorporate project outputs and summarize the nature and extent of the project, methodologies employed, significant events and experiences, a compilation of the data collected and results achieved. Results shall include the cumulative results achieved during the project period for all applicable GLRI Action Plan II measures described in element 1 of the Semiannual Progress Report condition above. The final report shall also include analysis of the data, conclusions, and recommendations. The final report shall incorporate photo documentation of the project and environmental progress under the project at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings. In order for the report writing costs to be eligible under the award, they must be incurred before the project end date. Electronic and paper versions of the Final Report shall be submitted no later than 90 days after the end of the project period. All work products shall carry attribution to the U.S. EPA Great Lakes Restoration Initiative for funding assistance and should also acknowledge significant contributions by others. If applicable, the Final Report shall include:

- A database (Excel or similar format) of field and laboratory data including but not limited to lat-long, date, time, field observations, parameter data, laboratory analysis, QA duplicates/replicates
- Model files including input-output data, model code, model output, and peripheral and post-processing utilities.

[C] Geospatial Data Reporting

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>

Location information (address information, latitude and longitude values, coverage, geospatial metadata, and other coordinate information) shall be reported for all areas of interest in this agreement (ex: sampling sites/areas, restoration sites/areas, etc.). All reports and supplemental data, text, and graphics shall be submitted to the EPA Project Officer in digital format as follows:

[a] Original electronic copy on CD or Email Attachments. Macintosh and Windows are acceptable. All major word processing and desktop publishing formats are acceptable. Digital graphics should be submitted in their original form. Any special fonts used within the document should also be provided, OR [b] Hypertext markup language, (HTML) OR [c] "PDF" version.

Contact Kenneth Klewin (klewin.kenneth@epa.gov, (312) 886-4794) with questions. All data, including geospatial data should be collected, acquired, processed, documented, stored, accessed, maintained, and retired through the use of complete, consistent, and integrated metadata.

[D] Subaward Recipients

The recipient must report on its subaward monitoring activities under 2 CFR 200.331(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.331(e), 2 CFR 200.207 and the 2 CFR Part 200.338 Remedies for Noncompliance.

CYBERSECURITY - STATES

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements .

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information . Transitory, user-controlled connections such as website browsing are excluded from this definition .

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

TIMELY FISCAL EXPENDITURES

The recipient must ensure funds are expended timely commensurate to the progression of Project Activities. To ensure compliance with unliquidated obligations (ULO) policies, the recipient must notify the EPA Project Officer of potential drawdown delays that exceed 180 days.

BEST MANAGEMENT PRACTICE

Recipient agree to properly operate and maintain any best management practices or management practices implemented through this award in accordance with design standards and specifications .

HEALTH, SAFETY, AND ENVIRONMENTAL COMPLIANCE

All health, lab and field activities conducted for this project must be in accordance and compliance with all applicable health, safety and environmental laws, regulations and guidelines.

COMPETENCY OF ORGANIZATIONS GENERATING ENVIRONMENTAL DATA

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements, Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process . A copy of the Policy is available online at http://www.epa.gov/fem/lab_comp.htm or a copy may also be requested by contacting the EPA project officer for this award.