

**GREAT LAKES SEDIMENT AND NUTRIENT REDUCTION PROGRAM  
GRANT CONTRACT  
BETWEEN THE  
Great Lakes Commission  
AND the ABC Conservation District**

This Grant Contract ("Contract") is made between the Great Lakes Commission ("Commission") and the ABC Conservation District ("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 NR193A750022C001 to implement the priorities of the Great Lakes Restoration Initiative (GLRI) as specified in the Interagency Agreement between NRCS and the U.S. Environmental Protection Agency (67-3A75-18-182). This Contract is subject to the terms and conditions specified herein.

**Project Name:**

**Project Number:** GLSNRP-09-19-00  
**Project Start Date:** October 1, 2019  
**Project End Date:** November 30, 2022  
**Project Authorized Watershed(s) (HUCs):**  
**Total Phosphorus Reduction Target:**

**Project Grant Amount: \$**  
**Project Advance (10% of grant): \$**  
**Project Match: \$**  
**Project Total (grant plus match): \$**

**Grantee Project Manager:**

**Commission Point of Contact:**  
Nicole Zacharda, Program Manager  
Great Lakes Commission  
1300 Victors Way, Suite 1350  
Ann Arbor, MI 48108-5203  
734-971-9135 x6084  
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 must be returned to the Commission by October 1, 2019, 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

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## **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, and such activities as are authorized by the Commission under 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 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, section 319 program 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 XIX). 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, (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 (Project Work Plan and Budget).

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) 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 D) 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 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:

<b>Reporting Period</b>	<b>Due Date</b>
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, 2020**, with additional progress reports due every three months thereafter. The final quarterly report shall be due no later than October 14, 2022. 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 2020 would be GLSNRP-09-19-00 – FY20-Q2. Monthly reports should be labeled with the fiscal year and month (e.g., GLSNRP-09-19-00 – FY20-April).

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), signed by an Authorized Representative of the Grantee;
  - b. Load Reduction Reporting Form (Appendix C), submitted as an Excel file – no pdfs; and
  - c. Narrative Progress Report Form (Appendix D).

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) for all remaining eligible Project expenses and a final Load Reduction Reporting Form (Appendix C). 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, 2022 (the End Date listed 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 C).
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), and final Load Reduction Reporting Form (Appendix C) due no later than the End Date listed on page one of this Contract (November 30, 2022).
  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 Section XXVII of this Contract. The Grantee should seek approval from the Commission prior to using the Commission's logo.
  11. Comply with the Program-Specific Provisions listed within this Contract.
  12. Request changes to the Contract, work plan, or budget (as described in Section III) in writing on the Grantee's organizational letterhead.
  13. 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.
  14. 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, XI, XII and XIII of this Contract.
- (E) Grantee shall require and ensure that all subcontractors maintain the insurance coverage required pursuant to Section XV 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 of Section XV.
- (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 XX, 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. DEBARMENT AND SUSPENSION**

By signing this Contract, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (A) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.



- (B) Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (C) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (B).
- (D) Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- (E) Shall comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.
- (F) Grantee may access the Excluded Parties List System at [www.epls.gov](http://www.epls.gov).

#### **XIV. 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 <http://harvester.census.gov/fac/>) 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.

#### **XV. INSURANCE**

- (A) Without limiting the Grantee's obligations pursuant to Section X, 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) to the Commission prior to commencing any Project work under 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)

- (B) The insurance policies shall provide that the Commission be given sixty (60) 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.

#### **XVI. 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.

#### **XVII. 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).
- (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), and final Load Reduction Reporting Form (Appendix C).
- (G) If the Final Project Report, final Invoice Form (Appendix B), final Load Reduction Reporting Form (Appendix C) 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.

#### **XVIII. 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 the activities, and provided products and deliverables described in Appendix A.
- (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.

#### **XIX. TERMINATION**

- (A) This Contract may be terminated by the Commission before the End Date for any reason. Any notice of termination shall be provided in writing, sent by certified mail, 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.

## **XX. 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.

## **XXI. 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. 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.

## **PROGRAM-SPECIFIC PROVISIONS**

### **XXII. 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 NR193A750022C001, 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), and the requirements described below.

### **XXIII. 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 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)"
4. 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
5. 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, And Audit Requirements for Federal Awards"

(B) The Grantee, and recipients of any subawards or subcontracts under this grant, assure and certify that they have and/or will 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 175, "Award Term for Trafficking in Persons"
2. 2 CFR Part 417, "Nonprocurement Debarment and Suspension"
3. 2 CFR Part 418, "New Restrictions on Lobbying"
4. 2 CFR Part 421, "Requirements for Drug-Free Workplace (Financial Assistance)"

(C) Allowable Project costs shall be determined in accordance with the authorizing statute, the purpose of the grant, 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"
2. 48 CFR Part 31, "Contract Cost Principles and Procedures"

#### **XXIV. UNALLOWABLE COSTS**

The following costs are not allowed:

- (A) Costs above the amount authorized for the Project;
- (B) Costs incurred after the expiration 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; and
- (D) 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.

#### **XXV. CONFIDENTIALITY**

- (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.
- (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 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.
- (D) The Grantee 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 grant provision are no longer in effect.
3. The prohibition in paragraph (1) of this grant 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 USDA-NRCS determines that you are not in compliance with this grant provision, USDA-NRCS:
  - a. Will prohibit your use of funds under this grant, in accordance with sections 742 and 744 of Division E of the Consolidated Appropriations Act, 2016, (Pub. L. 114-113) or any successor provision of law; and
  - b. May pursue other remedies available for your material failure to comply with grant terms and conditions.

#### **XXVI. 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.

#### **XXVII. 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:

Acquisitions Division  
Grants and Agreements Team  
1400 Independence Avenue, SW  
Room 6823 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 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 NR193A750022C001.”**

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.”

- (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 and NRCS home pages. 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 in a substantial way work funded by this grant.

### **XXVIII. 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.

#### **XXIX. PROGRAM INCOME**

Income derived from patents, inventions, or copyrights will be disposed of in accordance with the Grantee's own policies. General program income earned under this grant during the period of USDA-NRCS support must be added to total Project funds and used to further the purpose and scope of this grant or the legislation under which this grant is made.

#### **XXX. 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 grant 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 and USDA-NRCS for disposition instructions.



## **CONTRACT APPENDICES**

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

**Appendix B – Invoice Form**

**Appendix C – Load Reduction Reporting Form**

**Appendix D – Narrative Progress Report Form**

**Appendix E – NRCS-GLC Cooperative Agreement # NR193A750022C001**

**SAMPLE**