

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>	<b>GRANT NUMBER (FAIN):</b> 00E03068 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> GL	<b>DATE OF AWARD</b> 08/26/2021
		<b>TYPE OF ACTION</b> New	<b>MAILING DATE</b> 09/02/2021
		<b>PAYMENT METHOD:</b> ASAP	<b>ACH#</b> 50396
		<b>RECIPIENT TYPE:</b> State	
<b>RECIPIENT:</b> Wisconsin Department of Natural Resources 101 S Webster Street P.O. Box 7921 Madison, WI 53703-7921 <b>EIN:</b> 39-6006436		<b>PAYEE:</b> Wisconsin Department of Natural Resources 101 S Webster Street P.O. Box 7921 Madison, WI 53703-7921	
<b>PROJECT MANAGER</b> Joseph Graham 810 W Maple Street Spoooner Station Spoooner, WI 54801 <b>E-Mail:</b> Joseph.Graham@Wisconsin.Gov <b>Phone:</b> 715-292-4925		<b>EPA PROJECT OFFICER</b> Jennifer Conner 77 West Jackson Blvd., G-9J Chicago, IL 60604-3507 <b>E-Mail:</b> conner.jennifer@epa.gov <b>Phone:</b> 312-886-0201	
<b>EPA GRANT SPECIALIST</b> Mauricio Lobato Assistance Section, MA-10J 77 West Jackson Blvd. Chicago, IL 60604-3507 <b>E-Mail:</b> lobato.mauricio@epa.gov <b>Phone:</b> 312-353-2515			
<b>PROJECT TITLE AND DESCRIPTION</b> FY2022 GLRI Superior Slips - Feasibility & Preliminary Design  Wisconsin Department of Natural Resources will perform a number of tasks necessary to evaluate and design the remediation of contaminated sediments in the Superior Slips located within the St. Louis River Area of Concern (SLRAOC). The work will include, but not be limited to, partner recruitment, preparation of feasibility studies and preliminary designs, and potential source control solutions to prevent recontamination. Remediation of the contaminated sediments addresses four management actions in SLRAOC necessary for the delisting of the SLRAOC.			
<b>BUDGET PERIOD</b> 09/01/2021 - 09/30/2023	<b>PROJECT PERIOD</b> 09/01/2021 - 09/30/2023	<b>TOTAL BUDGET PERIOD COST</b> \$1,800,000.00	<b>TOTAL PROJECT PERIOD COST</b> \$1,800,000.00
<b>NOTICE OF AWARD</b>			
<p>Based on your Application dated 08/05/2021 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$1,170,000.00. EPA agrees to cost-share 65.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,170,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>			
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>	
<b>ORGANIZATION / ADDRESS</b> U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 5, Great Lakes National Program Office R5 - Region 5 77 West Jackson Blvd., G-9J Chicago, IL 60604-3507	
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>			
<b>Digital signature applied by EPA Award Official</b> William Massie - Chief, Acquisition and Assistance Branch			<b>DATE</b> 08/26/2021

## EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$1,170,000	\$1,170,000
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$630,000	\$630,000
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
<b>Allowable Project Cost</b>	<b>\$0</b>	<b>\$1,800,000</b>	<b>\$1,800,000</b>

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.469 - Great Lakes Program	Clean Water Act: Sec. 118(c) as amended by PL 114-322	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2105HDX118	2122	B	05HBA	000BJ7XF1	4116	-	-	\$789,867
-	2105HDX118	2021	B	05HBA	000BJ7XF1	4116	-	-	\$380,133
									<b>\$1,170,000</b>

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$162,608
2. Fringe Benefits	\$77,500
3. Travel	\$26,440
4. Equipment	\$0
5. Supplies	\$2,184
6. Contractual	\$1,492,681
7. Construction	\$0
8. Other	\$1,875
9. Total Direct Charges	\$1,763,288
10. Indirect Costs: 0.00 % Base See Table B	\$36,712
11. Total (Share: Recipient <u>35.00</u> % Federal <u>65.00</u> %)	\$1,800,000
12. Total Approved Assistance Amount	\$1,170,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$1,170,000
15. Total EPA Amount Awarded To Date	\$1,170,000

Table B Budget Worksheet #1

Table B - Program Element Classification (Non-construction)	Total Approved Allowable Budget Period Cost
1. 7/1/21 - 6/30/22 - 15.29% - Total direct salaries and wages, including fringe benefits.	\$0
2.	\$0
3.	\$0
4.	\$0
5.	\$0
6.	\$0
7.	\$0
8.	\$0
9.	\$0
10.	\$0
11. Total (Share: Recip % Fed %)	\$0
12. Total Approved Assistance Amount	\$0

## **Administrative Conditions**

### **A. 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-november-12-2020-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a 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: <https://www.epa.gov/grants/grant-terms-and-conditions>.

### **B. Correspondence Condition**

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov) and [lobato.mauricio@epa.gov](mailto:lobato.mauricio@epa.gov)
- MBE/WBE reports (EPA Form 5700-52A): **Mauricio Lobato at [lobato.mauricio@epa.gov](mailto:lobato.mauricio@epa.gov) and [region5closeouts@epa.gov](mailto:region5closeouts@epa.gov)**
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: **Jennifer Conner at [conner.jennifer@epa.gov](mailto:conner.jennifer@epa.gov)**
- Payment requests (if applicable): **Jennifer Conner at [conner.jennifer@epa.gov](mailto:conner.jennifer@epa.gov)**
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: **Jennifer Conner at [conner.jennifer@epa.gov](mailto:conner.jennifer@epa.gov)**

## **Programmatic Conditions**

### **A. Performance Reporting And Final Performance Report**

In accordance with 2 CFR 200.329, 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 work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

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

1. **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 15 but no later than April 30** and **by October 15 but no later than 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:

(a) 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**

1.1.1 - Remediate, restore, and delist Areas of Concern.

- (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.

**(b)** 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>>.

**2. 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 120 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.

## **B. Cybersecurity Condition**

### State Grant Cybersecurity

(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

### **C. Requesting 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.

#### **Travel Narrative**

Specifically, **at least 30 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 an itemized travel breakdown of costs ((per diem, mileage, lodging, parking/tolls, airfare). 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.

#### **International Travel**

The recipient understands that any international travel requires written prior approval by EPA since such travel requires clearance by EPA's Office of International and Tribal Affairs. The recipient must request approval for International travel not approved in the workplan by submitting a request to the Project Officer **at least 30 days** in advance. The recipient understands that if it incurs travel costs of any kind without EPA's prior approval, it does so at its own risk.

### **D. 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 **Wisconsin Department of Natural Resources** received financial support in the amount of **\$1,170,000.00** from the EPA.

#### **E. Public or Media Events**

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

#### **F. 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.

#### **G. Management Practice**

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

#### **H. Disposition of Wastes**

Disposal of all wastes will be in accordance with State and Federal regulations, and is the responsibility of the recipient.

#### **I. 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.

#### **J. QUALITY ASSURANCE**

Please visit our [Quality Assurance Resources for Great Lakes Restoration Initiative Grantees](#) website for more information about GLRI requirements, tools, and resources.

##### **Quality Assurance System**

##### **Scope:**

Quality assurance (QA) applies to all agreements that involve environmental data operations, including environmental or scientific data and information collection, production or use. Environmental data operations include the acquisition, generation, compilation or use of environmental data and technology. These terms and conditions apply to all environmental programs included in the agreement's workplan that contain environmental data operations. Definitions applicable to these terms and conditions are in the following locations: Appendix A of [EPA QA/R-2: EPA Requirements for Quality Management Plans](#) and Appendix B of [EPA QA R-5: EPA](#)



[Requirements for Quality Assurance Project Plans](#). Examples are included in the Example Activities Section at: [Quality Specifications for non-EPA Organizations to do business with EPA](#).

Sub-awards will include appropriate quality requirements for the work conducted through sub-agreements with other organizations. The prime recipient is accountable for all work performed on the project or program award including any portion of the external agreement work that the recipient awards to a sub-recipient.

Authorities, in accordance with:

- 2 CFR 1500.12;
- 40 CFR 35;
- [Policy and Program Requirements for the Mandatory Agency-wide Quality System, May 2000 CIO 2105.0](#);
- [EPA Quality Manual for Environmental Programs, May 2000 CIO 2105-P-01-0](#);
- [EPA QA/R-2: EPA Requirements for Quality Management Plans](#);
- [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#); and
- and as described by the [Office of Grants and Debarment Quality Assurance Requirements](#)

#### **Communications:**

The EPA Project Officer will provide the recipient with the EPA QA contact upon EPA's award issuance or upon request by recipient for pre-submittal questions and other communications regarding QA system document(s). A [list of QA managers](#) is posted on [EPA's Quality Program](#) website. The recipient agrees to include the EPA Project Officer on all written communications with the EPA QA contact.

#### **GLRI Quality Documentation Requirements:**

Recipients implementing environmental programs within the scope of the assistance agreement must submit an approvable Quality Assurance Project Plan (QAPP) at least **90** days prior to the initiating of data collection or data compilation. In accordance with 2 CFR 1500.11, the recipient must develop and implement quality assurance and quality control procedures, specifications and documentation sufficient to produce data of adequate quality to meet project objectives. A Quality Assurance Project Plan (QAPP) provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. The QAPP should be prepared in accordance with (IAW) [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#).

The recipient agrees to ensure that no environmental data collection, production, or use occurs without QAPP approval by the EPA authorized reviewer except under circumstances requiring immediate action to protect human health and the environment or operations conducted under police powers. When substantive change is warranted, the recipient must modify the QAPP and submit the revision for EPA approval. Only after the revision has been received and approved shall the change

be implemented.

When the recipient is delegating the responsibility for an environmental data collection or data compilation activity to another organization, the EPA Regional Quality Assurance Manager may allow the recipient to review and approve that organization's QAPP. The recipient must provide the approved QAPP to the EPA Project Officer. Additional information on these requirements can be found at EPA's [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#) website.

Recipients with an approved Quality Management Plan (QMP) shall continue to implement and adhere to the approved QMP. The recipient must provide project-level quality documentation to the EPA Project Officer prior to the initiation of relevant work activities. Additional information on these requirements can be found at EPA's [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#) website.

## **K. Competency Policy**

### **Competency of Organizations Generating Environmental Measurement 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 <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

## **L. Substantial Federal Involvement for Cooperative Agreements**

EPA will provide substantial involvement in the form of technical assistance, development of outputs, and oversight. Specifically, substantial federal involvement will take the form of monitoring the project by EPA; participation and collaboration between EPA and the recipient in program content; review of project progress, and quantification and reporting of results.

## **M. Geospatial Data**

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](mailto: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.