



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
LANSING



M. SCOTT BOWEN
DIRECTOR

January 8, 2024

Ms. Lisha Ramsdell
Associate Director
Huron Pines
4241 Old US 27 South, Suite 2
Gaylord, Michigan 49735
UEI: CJQCJRPLEX43

SUBJECT: Notice of Subaward FISH 2024-111 from Federal Award GL - 00E03427

Dear Ms. Ramsdell:

Your organization's proposal for a subrecipient agreement between Huron Pines (the Subrecipient) and the Michigan Department of Natural Resources – Fisheries Division (the Department) to provide assistance on the federal award titled "Twin Bridge Road Bridge Replacement," grant number GL-00E03427 under the U.S. Environmental Protection Agency (the EPA) CFDA program 66.469 Great Lake Program, is approved. This award is made based on the approval of your organization's proposal which was included in the application approved and awarded by the EPA on July 21, 2023.

Funds under this subaward are to be used by the Subrecipient to complete the design and permitting to facilitate the replacement of the undersized culverts and deteriorating headwall at Twin Bridge Road over the North Branch Au Sable River in Crawford County, Michigan. This will restore a suite of natural river functions and reconnect 24 upstream miles of aquatic habitat. The subrecipient will finalize site designs, secure permits and conduct environmental/historical clearances.

The performance period of this subaward is August 1, 2023 to December 31, 2024. Only allowable costs resulting from obligations incurred during the performance and budget period may be charged to this subaward. All obligations incurred under the award must be liquidated no later than 45 calendar days after the end of the performance period, unless the Department approves a final financial reporting period extension. If you need more time to complete project activities, you must submit a written request for a no-cost extension to the Department (see the Amendment section).

The award is funded as follows:

Subaward Total: \$196,919

SIGMA Registration: In order to receive this subaward, you must be a registered vendor in the state accounting system SIGMA. If you are not currently a registered vendor, please go to <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService> to create an account.

Terms of Acceptance: Acceptance of a financial assistance subaward for the Department carries with it the responsibility to be aware of and comply with the terms and conditions applicable to this subaward, including all Department and EPA conditions. Subawards are based on the application submitted to and approved by both the Department and the EPA. Awards are subject to the terms and conditions incorporated into the Notice of Award either by direct citation or by referencing federal regulations, program legislation or regulations, and special award terms and conditions. The terms and conditions of the federal award flow down to subrecipients.

General Terms and Conditions: The Subrecipient agrees to comply with the current EPA general terms and conditions available at [EPA General Terms and Conditions effective October 1, 2022 or later | US EPA](#). These terms and conditions are in addition to the assurances and certifications made as a part of the subaward and the terms, conditions, or restrictions cited throughout the subaward. The EPA repository for the general terms and conditions by year can be found at [Grant Terms and Conditions | US EPA](#).

Subrecipient Responsibilities:

- A. The Subrecipient agrees to abide by all applicable local, state and federal laws, rules, ordinances, and regulations in the performance of this grant.
- B. All local, state, and federal permits, if required, are the responsibility of the Subrecipient. This subaward is not a guarantee of permit approval by the Department.
- C. The Subrecipient shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Subrecipient's receipt or execution of this agreement.
- D. The Subrecipient is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the Department under this agreement. The Subrecipient shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.
- E. The Department's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Subrecipient of responsibility for the technical adequacy of the work. The Department's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this agreement or of any cause of action arising out of the performance of this agreement.
- F. The Subrecipient acknowledges that it is a crime to knowingly and willingly file false information with the Department for the purpose of obtaining this subaward or any payment under the subaward, and that any such filing may subject the Subrecipient, its agents, and/or employees to criminal and civil prosecution and/or termination of the subaward.

Amendment: If a no-cost time extension is necessary to extend the period of availability of funds, the Subrecipient must submit a written request to the Department 60 days prior to the end of the grant. If a change or budget (in excess of 10%) or scope is required, an amendment must be submitted in writing to the Department contacts listed in this award as soon as the need for deviation arises but no later than 15 days after.

The Department may initiate an amendment if it determines an amendment is necessary at any time.

Reporting Requirements: The Subrecipient will be required to submit both performance reports and financial reports to the Department. Please see the following for specifics on each report:

Progress Reports

Starting with the first full reporting period after the issuance of the subaward, the Subrecipient shall submit semi-annual progress reports (electronically) to the MDNR PI listed in this agreement by **April 15** (covering the period of October 1 through March 31) and **October 15** (covering the period of April 1 to September 30) of each year throughout the life of the subaward. Reports should include the following:

- 1) Work accomplished for the period and quantifying results achieved. Specify any incremental and cumulative results achieved during the reporting period.
- 2) Any corrective actions taken
- 3) Any projected new work
- 4) Work planned for next period
- 5) Percent completion of scheduled work and percent of budget amount spent
- 6) Delays or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the workplan and will you need an extension to compensate
- 7) Is the rate of spending proportional to the work progress

Final Performance Report

The Final Report from the Subrecipient 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. 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. Electronic versions of the **Final Report shall be submitted no later than 60 days after the end of the project period.**

Financial Reports

The Subrecipient will need to complete a final financial report which is due **60 days after the end of the project period**. Please use the template that will be provided in a separate communication after this agreement has been signed and returned to the Department. This report should include any deviations from the original budget.

Programmatic Monitoring for Grants in Support of Areas of Concern (AOC) or Lakewide Action and Management Plans(LAMP)

If applicable, the Department must monitor the Subrecipient's work to ensure that it meets the objectives of AOC or LAMP.

Reimbursement Requests:

- A. Reimbursement requests can be made to the Department no more frequently than quarterly, contingent upon receiving a complete reimbursement request (template will be provided) to substantiate the request.
- B. A breakdown of costs allowed under this agreement is identified in Attachment A. The Department will pay the Subrecipient a total amount not to exceed the amount on page 1 of this agreement, in accordance with Attachment A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Subrecipient.
- C. The reimbursement request must include copies of any receipts, invoices, timesheet/time reports or any documentation for the work completed in that period along with proof of payments to substantiate the request.
- D. Expenses incurred by the Subrecipient prior to the Start Date or after the End Date of this agreement are not allowed under the agreement.
- E. The Department reserves the right to request additional information necessary to substantiate payment requests.
- F. The final reimbursement may be withheld by the Department until the project is completed, all match has been accounted for, and final reports have been received.

Indirect Cost Rate: The Subrecipient will be using the approved Huron Pines indirect cost rate for the agreement which is set at 18.72 percent of the modified total direct cost base listed in the approved NICRA. If the Subrecipient receives a new indirect cost rate during the period of performance listed on page 1 of this agreement, they must submit the revised rate to the Department.

Site Visit: The Department will periodically conduct site visits at the project location to ensure work is progressing according to schedule and is reflective progress reports and reimbursement requests.

Pre-Award Costs: The Subrecipient may charge allowable pre-award costs incurred from August 1, 2023 to the date the subaward is fully executed provided that such costs were contained in the approved application and all costs incurred within the approved budget period.

Audit and Access to Records: The Department reserves the right to conduct a programmatic and financial audit of the project, and the Department may withhold payment until the audit is satisfactorily completed. The Subrecipient will be required to maintain all pertinent records and evidence pertaining to this agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the Department. The Department or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Subrecipient will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five years after the final payment has been issued to the Subrecipient by the Department.

Cybersecurity Condition:

- A. The Subrecipient 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. If the Subrecipient's network or information system is connected to EPA networks to transfer data to the EPA using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange, please abide by the following requirements. The EPA must ensure that any connections between the Subrecipient's network or information system and EPA networks used by the Subrecipient 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 Subrecipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the Subrecipient 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 Subrecipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

Requesting Travel Costs and International Travel Permission: If the Subrecipient wishes to attend professional meetings and/or conferences not covered/approved in the original scope of work, the Subrecipient will need to obtain prior approval from the Department and an EPA Project Officer. To request travel not included in the original scope of work, please complete the following requirements in the "Travel Narrative" for review and approval or rejection:

Travel Narrative

The request needs to be submitted at least 60 days in advance of the travel. The Subrecipient shall request approval of the Department for any travel plans not previously anticipated and not previously approved as part of this agreement by providing the Department with a description of the event, the location of the event, the event sponsor, travel dates, the Subrecipient'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 agreement. The Subrecipient agrees that any travel requiring an increase in grant funds or a shifting 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. Once the Department has reviewed the request, the Department will submit the request to the EPA Project Officer for review and final approval.

International Travel

The Subrecipient understands that **all** international travel requires written prior approval by the EPA since such travel requires clearance by EPA's Office of International and Tribal Affairs. The Subrecipient must request approval for international travel approved in the workplan by submitting a request to the Department at least 60 days in advance. After the Department reviews the request, the Department will submit the request to the EPA Project Officer for final approval. The Subrecipient understands that if it incurs travel costs of any kind without EPA's prior approval, it does so at its own risk.

Signage: The Subrecipient is required to place a sign at each on-the-ground protection or restoration project supported under this award displaying the GLRI, EPA, and Department logos in a manner that informs the public that the project is funded in part or wholly by the EPA and the Department. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the project period and for a reasonable time after the agreement project period, as determined by the Subrecipient.

Subrecipients are required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: [EPA Logo & Seal Specifications for Signage produced by EPA Assistance Agreement Recipients | US EPA](#). If the EPA logo is displayed along with the logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the subrecipient should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA is available at: [Using the EPA Seal and Logo | US EPA](#).

EPA encourages subrecipients to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

Public or Media Events: The Subrecipient agrees to notify the Department and the EPA Project Officer listed in Attachment B 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 the Department and federal representatives with at least ten (15) working days' notice.

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.

Management: Subrecipient agrees to properly operate and maintain any best management practices or management practices implemented through this subaward in accordance with design standards and specifications. Further, when designing, implementing, and/or maintaining the project funded by this award, the Subrecipient agrees to: 1) consider the potential impacts of climate change (e.g., increasing temperatures, higher water levels, more frequent and intense storms, greater wave energy, etc.) on the planned project; and 2) to the maximum extent feasible, incorporate resilience to the potential impacts of climate change into the design, implementation, and operations of the project.

Disposition of Wastes: Disposal of all wastes will be in accordance with state and federal regulations and is the responsibility of the Subrecipient.

Timely Fiscal Expenditures: The Subrecipient must ensure funds are expended timely commensurate to the progression of project activities. To ensure compliance with unliquidated obligations (ULO) policies, the Subrecipient must notify the Department Administrative Contact of potential reimbursement delays that exceed 180 days.

Quality Assurance: In accordance with 2 CFR 1500.12, the Department and Subrecipient must develop and implement quality assurance and quality control procedures, specifications and documentation that are sufficient to produce data of adequate quality to meet project objectives. Recipients implementing environmental programs within the scope of the assistance agreement must submit to the EPA Project Officer an approvable Quality Assurance Project Plan (QAPP) at least 90 days prior to the initiating of data collection or data compilation. The QAPP is the document that provides comprehensive details about the quality assurance, quality control, and technical activities that must be implemented to ensure that project objectives are met. Environmental programs include direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology. The work presently laid out in Attachment A does not require a QAPP as decided in conjunction with Department, EPA, and Subrecipient. However, if the scope of work should change via amendment the conditions of this clause will need to be reviewed and determined if a QAPP is necessary at that time. The QAPP will be prepared in accordance with EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans.

Use of Material: Unless otherwise specified in this agreement, the Subrecipient may release information or material developed under this agreement, provided it is acknowledged that the Department funded all or a portion of its development.

The Department, and federal awarding agency, if applicable, retains a royalty-free, non-exclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Subrecipient or another person. The Subrecipient will only submit materials that the Department can use in accordance with this paragraph.

Assignability: The Subrecipient shall not assign this agreement or assign or delegate any of its duties or obligations under this agreement to any other party without the prior written consent of the Department. The Department does not assume responsibility regarding the contractual relationships between the Subrecipient and any subcontractor.

Non-Discrimination: The Subrecipient shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Subrecipient agrees to include in every subcontract entered into for the performance of this agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this agreement.

Unfair Labor Practices: The Subrecipient shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

Liability:

- A. The Subrecipient, not the Department, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Subrecipient under this agreement, if the liability is caused by the Subrecipient, or any employee or agent of the Subrecipient acting within the scope of their employment or agency.
- B. Nothing in this agreement should be construed as a waiver of any governmental immunity by the Subrecipient, the Department, its agencies, or their employees as provided by statute or court decisions.

Conflict of Interest: No government employee or member of the legislative, judicial, or executive branches, or a member of the Subrecipient's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this agreement.

Anti-Lobbying: If all or a portion of this agreement is funded with federal funds, then in accordance with 2 CFR 200, the Subrecipient shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the Department. Further, the Subrecipient shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this agreement is funded with state funds, then the Subrecipient shall not use any of the funds awarded in this agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). 'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action. The Subrecipient shall not use any of the funds awarded in this agreement for the purpose of litigation against the state. Further, the Subrecipient shall require that language of this assurance be included in the award documents of all subawards at all tiers.

Debarment and Suspension: By signing this agreement, the Subrecipient certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that 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 agreement 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 (2).
- D. Have not within a three-year period preceding this agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- E. Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

Insurance:

- A. The Subrecipient must maintain insurance or self-insurance that will protect it from claims that may arise from the Subrecipient's actions under this agreement.
- B. The Subrecipient must comply with applicable workers' compensation laws while engaging in activities authorized under this agreement.

Other Sources of Funding: The Subrecipient guarantees that any claims for reimbursement made to the Department under this agreement must not be financed by any source other than the

Department under the terms of this agreement. If funding is received through any other source, the Subrecipient agrees to delete from Subrecipient's billings, or to immediately refund to the Department, the total amount representing such duplication of funding.

Closeout: A determination of project completion, which may include a site inspection and an audit, shall be made by the Department after the Subrecipient has satisfactorily completed the activities and provided products and deliverables described in Appendix A. Upon issuance of final payment from the Department, the Subrecipient releases the Department of all claims against the Department arising under this agreement. Unless otherwise provided in this agreement or by state law, final payment under this agreement shall not constitute a waiver of the Department's claims against the Subrecipient.

Cancellation: This agreement may be canceled by the Department, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Subrecipient, or upon mutual agreement by the Department and Subrecipient. The Department may honor requests for just and equitable compensation to the Subrecipient for all satisfactory and eligible work completed under this agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the Department and the Department will no longer be liable to pay the Subrecipient for any further charges to the grant.

Termination:

This agreement may be terminated by the Department as follows:

A. Upon 30 days written notice to the Subrecipient:

- i. If the Subrecipient fails to comply with the terms and conditions of the agreement, or with the requirements of the authorizing legislation cited on page 1, or with the rules promulgated thereunder, or with other applicable law or rules.
- ii. If the Subrecipient knowingly and willingly presents false information to the Department for the purpose of obtaining this agreement or any payment under this agreement.
- iii. If the Department finds that the Subrecipient, or any of the Subrecipient's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the state in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this agreement.
- iv. If the Subrecipient or any subcontractor, manufacturer, or supplier of the Subrecipient appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- v. During the 30-day written notice period, the Department shall withhold payment for any findings under subparagraphs i through iv above and the Subrecipient will immediately cease charging to the grant and stop earning match for the project (if applicable).

B. Immediately and without further liability to the Department if the Subrecipient, or any agent of the Subrecipient, or any agent of any subcontract is:

- i. Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;
- ii. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- iii. Convicted under state or federal antitrust statutes; or
- iv. Convicted of any other criminal offense that, in the sole discretion of the Department, reflects on the Subrecipient's business integrity.
- v. Added to the federal or state Suspension and Debarment list.

If a grant is terminated, the Department reserves the right to require the Subrecipient to repay all or a portion of funds received under this agreement.

Federal Funding Requirements: By accepting this agreement, the Subrecipient agrees to comply with all applicable federal statutes and regulations in effect with respect to the period during which it receives grant funding. These regulations include, but are not limited to, the following:

A. Single Audit

Subrecipients spending \$750,000 or more in federal funds in their fiscal year shall have a single audit performed in compliance with 2 CFR 200.501(a). This audit must be performed and submitted to the Federal Audit Clearinghouse (<https://harvester.census.gov/facweb/>) within nine months from the end of the Subrecipient's fiscal year, or 30 days after receiving the report from the auditors. It is the responsibility of the Subrecipient to report the expenditures related to this grant on the Subrecipient's annual Schedule of Expenditures of Federal Awards.

B. Political Activity

The Subrecipient will comply with the Hatch Political Activity Act, as amended, 5 USC §§ 1501-1508, and the Intergovernmental Personnel Act of 1970 as amended by Title (6) of the Civil Service Reform Act, 42 USC § 4728, which states that employees working in programs financed with federal grants may not be a candidate for elective public office in a partisan election, use official authority or influence to affect the result of an election, or influence a state or local officer to provide financial support for a political purpose.

C. Historic Preservation

Any project directed toward historic preservation will include timely consultation with the State Historic Preservation Office (SHPO), Department of History, Arts, and Libraries. Agreements will not be awarded before adequate consultation with this agency. No construction or repair work will be performed prior to obtaining clearance from SHPO concerning possible effects to archeological or historic resources.

For projects not primarily aimed at historic preservation, federal and state agencies, principally the State Historic Preservation Officer, may make recommendations pursuant to federal and state requirements for minimizing possible adverse effects on historic and archaeological resources. In consultation with the Project Manager, the Subrecipient for such a project will consider such recommendations and will take steps to avoid or mitigate possible damage as appropriate and feasible.

D. Availability to Users

Projects developed for public use from this agreement shall be open to entry and use by all persons, regardless of race, color, religion, sex or national origin, who are otherwise eligible. Discrimination on the basis of residence, including preferential reservation or membership systems, is prohibited, except to the extent that differences in admission or other fees may be maintained on the basis of residence where local contributions to the project make such differences reasonable.

E. Obligation of Grant Funds

Grant funds may not, without advance written approval of the Project Manager, be obligated prior to the effective date or subsequent to the end date of this agreement. Obligations outstanding as of the end date shall be liquidated within 45 days. Such obligations must be related to goods or services provided and utilized within the agreement period, except that reasonable costs associated with the agreement closeout, e.g. final reports, may be incurred within a short time after the end date.

F. Operation and Maintenance

The Subrecipient assures that property developed with assistance from this agreement will be kept reasonably safe, clean, and sanitary. Structures and improvements (trails, boardwalks, etc.) shall be kept in reasonable repair throughout their estimated lifetime.

G. Unemployment Claims

The Subrecipient is liable for any valid unemployment compensation claims. No unemployment compensation claims will be paid from this agreement. This provision does not prohibit standard allocations to unemployment compensation funds as part of the approved indirect cost/fringe benefit arrangements.

Contacts:

Department Project Contact

Matthew Klungle
Fisheries Biologist
Phone: 989-889-4832
Email: KlungleM1@michigan.gov

Department Financial Contact

Denise Elowsky
Financial Specialist
Phone: 517-582-4468
Email: elowskyd@michigan.gov

Subrecipient Project Contact

Josh Leisen
Senior Project Manager
Huron Pines
Phone: 989-448-2293 ext. 16
Email: josh@huronpines.org

Subrecipient Administrative/Financial
Contact

Jennie Zoll
Director of Finance and Administration
Huron Pines
Phone: 989-448-2293 ext. 22
Email: jennie@huronpines.org

Please submit all progress and financial reports to Matthew Klungle and Denise Elowsky. Please submit reimbursement requests to Denise Elowsky. If you have any programmatic questions, contact Matthew Klungle. If you have any administrative or financial questions, please contact Denise Elowsky. The Department will notify the Subrecipient of any contact changes. Likewise, the Subrecipient will notify the Department of any contact changes.

(remainder of page intentionally left blank)

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

This Agreement is not effective until it has been signed by both the Subrecipient and the Department.

FOR THE SUBRECIPIENT:



1-18-2024

Lisha Ramsdell, Associate Director
Huron Pines

Date

FOR THE DEPARTMENT:

Randall Claramunt, Fisheries Division Chief, Fisheries Division
Michigan Department of Natural Resources

Date

GLRI Workplan – 03/14/23
FA 4 MI DNR Habitat and Species

1. Project Title (60 Characters or Less)

North Branch Au Sable River Connectivity Improvement Project – **Design**

2. Project Funding Request: Federal Request \$200,000 Applicant contribution \$0*

This request covers design phase only (see scope in project description below). There will be no non-federal match, nor other federal funding sources supporting this design phase.

3. Applicant Information

- **Organization Name:**
Michigan Department of Natural Resources, Fisheries Division
- **Organization Address:**
P.O. Box 30446, Lansing, MI 48909 (Mail)
525 West Allegan, Lansing, MI 48933 (Physical)

4. Project Manager

- **Contact Name:** Matthew Klungle
- **Address:** 1732 M-32 West, Gaylord, MI 49735
- **Phone:** 989-889-4832
- **Fax:** n/a
- **E-mail:** KlungleM1@michigan.gov

5. Project Location:

HUC8 Code: 04070007
HUC12 Codes (at least 1, up to 10): 040700070210
Representative Lat/Long: 44.82768, -84.49051

Place of Performance

City	County	Zip Code	Congressional District	State	Primary or Secondary*
Lovells	Crawford	49738	US District 1	MI	Lovells TWP

6. Project Duration (approximate start and end dates –match start/end dates on SF-424)
July 1, 2023 through December 31, 2024

7. Project Abstract (brief description of project, up to 100 words, using plain language)

Replacing the undersized culverts and deteriorating headwall at Twin Bridge Road over the North Branch Au Sable River in Crawford County, MI will restore a suite of natural river functions and reconnect 24 upstream miles of aquatic habitat. Well-connected river

systems allow fish to access spawning and refuge habitat. This project will complete the design phase for a future construction project that will benefit brook trout, brown trout, other aquatic wildlife, and in turn support the angling community and outdoor-recreation and tourism-based rural economies of this disadvantaged region.

8. Problem Statement -

The project will result in final designs and securement of permits that lay the groundwork for a future construction phase project that will reconnect 24 upstream miles on the North Branch Au Sable River, which is a coldwater system renowned for its brook trout and brown trout fishery and its intact and scenic “northwoods” riparian forest, protected through zoning requirements of its Michigan DNR’s Natural Rivers Program designation. Well-connected rivers allow fish and other aquatic organisms to access various habitats necessary to fulfill their life cycles, including refuge areas, spawning areas, and increased foraging opportunities. The eventual construction of this project will therefore promote a healthy, resilient, and self-sustaining aquatic community.

The Twin Bridge Road crossing of the North Branch Au Sable River has been identified by the Michigan DNR, Huron Pines, and other partners as a regional priority for restoration based on its location on the North Branch Au Sable River and its undersized culverts and deteriorating headwall, which impede fish passage, adversely impact river function through this reach, and are also a concern from a road infrastructure perspective. A new crossing structure (or structures) that facilitate fish passage and restore a suite of natural river functions will be designed and permitted through this design-phase project. Additionally, the designed crossing will reduce erosion of adjacent streambanks and scour of the streambed caused by the high flow velocities caused by the undersized pipes. These improvements will result in a “climate-resilient” crossing that can adequately pass flood flows without risk of road washout or erosional damage.

The focal species to benefit is brook trout, although the reconnection of aquatic habitat and restored hydrology, channel geometry, and transport of sediment, wood, and other material through the project reach will benefit many other native and desirable aquatic species. The site is located upstream from several major hydroelectric dams on the lower Au Sable River that prevent invasive sea lamprey from entering the North Branch Au Sable River, so the proposed work will not negatively impact sea lamprey control efforts. The habitat benefits for brook trout and brown trout will promote resilient, self-sustaining fish populations in this popular angling location, and outdoor recreationists visiting this area in turn support the underserved communities of Lovells and surrounding rural towns, whose economies rely heavily upon the influx of tourism and outdoor recreation dollars. The Crawford County Road Commission is committed to providing labor and equipment towards the construction phase of this project, but does not have the resources to fund this work nor the capacity to complete all aspects of construction in-house (e.g., pile driving and construction of bridge substructures), and this project will be a big deal for the road commission in that it will address a deteriorating crossing with a long-term improvement.

9. Proposed Work -

Michigan DNR will receive and administer the requested EPA GLRI funding, which will be contractually allocated in a subaward to Huron Pines, which will manage the project. Huron Pines will develop contracts with the Crawford County Road Commission and the project engineering firm, OHM Advisors. The engineer will develop project designs and prepare permit applications, working closely with Huron Pines, Michigan DNR, the road commission, and other watershed partners to select final design that meet all ecological goals and regulatory requirements while meeting the needs of the road commission, who is the owner of the site and is committed to its long-term maintenance, as with any other county road in its jurisdiction. Huron Pines will lead the development of a Quality Assurance Project Plan (QAPP), if required for this design-phase project, and will work with the Michigan DNR to complete all required reporting tasks. Huron Pines will also share project status updates and accomplishments publicly through our social media outlets and via press releases, and will acknowledge EPA GLRI support for this project.

The deliverables for this phase of the project include 1) final site designs, and 2) secured permits and environmental/historical clearances. Huron Pines intends to build on progress achieved in this phase of the project to pursue funding from various federal and non-federal sources for the construction phase.

10. Project Results & Measuring Progress

The proposed design phase will result in final designs, an approved Michigan EGLE/US Army Corps of Engineers Joint Permit, and other required clearances and authorizations. The approved designs will meet ecological goals of the project (i.e., implementation will result in new crossing structures that span channel width, allowing for full fish passage and restoration of natural river function through the project reach. The design phase will be deemed successful once final designs are completed and permitted. The final designs, permits, and authorizations are the outputs of the proposed design-phase project. The desired outcome is that completion of this phase will translate into successful fundraising for the implementation phase and achievement of the ecological and socioeconomic goals associated with addressing this problematic road/stream crossing.

11. This project relates to Goal 5 (Ensure Clean and Safe Water for All Communities) and Objective 5.2 (Protect and Restore Waterbodies and Watersheds.)

This project relates to Focus Area 4 (Habitats and Species) from the GLRI Action Plan III and specifically supports Objective 4.1.2 (miles of connectivity established for aquatic species). Should funding be secured to implement the construction phase, this project will result in the reconnection of 24 upstream miles of coldwater habitat in the North Branch Au Sable River, benefitting wild brook trout, brown trout, and many other native and/or desirable aquatic species.

#	Measure of Progress
4.1.2	Miles of connectivity established for aquatic species. 24 upstream miles will be reconnected in the construction phase of this project.

This project supports EPA’s FY 2022-26 Strategic Plan, Goal 5, Objective 5.2 in that it will improve natural river function and support resilient, self-supporting fish populations by addressing a problematic road crossing that currently impedes fish passage to 24 miles of upstream spawning, forage, and refuge habitat. Completing the design phase will put partners in position to leverage construction phase funding to implement the restoration activities. The new road crossing structure will be appropriately sized and aligned in a manner that provides year-round fish passage and increasing climate-resiliency, as this will ensure adequate passage of flood flow volumes at the Twin Bridge Road crossing over the North Branch Au Sable River.

12. Relevance to the LAMP –

This project aims to reconnect important stream habitat and aligns most closely with Lake Huron Lakewide Management Plan’s Chapter 5.3 Loss of Habitat & Species: Management Action #25 (*Stream Connectivity: Restore stream connectivity and function through dam removal, the construction of fish passage alternatives (e.g., ladders), and stream culvert improvements to compensate for loss of riverine habitat.*). This project positively impacts the Lake Huron Basin and Au Sable River Watershed of Crawford County, specifically.

13. Project Milestones

The proposed project period is July 1, 2023 through December 31, 2024. Project work will commence as soon as the funding agreement is executed, per the schedule below:

- July 2023 – Project initiation. MDNR sub-award agreement with Huron Pines
- Summer 2023 – Develop project Quality Assurance Project Plan (if required)
- Fall 2023 – Develop contracts with road commission and engineering firm
- Oct. 2023 – Interim report
- April 2023 – Interim report
- May 31, 2024 – Deadline for completion of draft of designs for partner review
- July 31, 2024 – Final designs due; EGLE/USACE joint permit application submitted
- Fall 2024 – Secure EGLE/USACE permit and NEPA/SHPO clearances
- Oct. 2024 – Interim report
- By end of 2024 – Complete all remaining scope items and final project reporting tasks.

14. Appendices and Attachments

- Huron Pines Budget and Budget Narrative
- Letter of authorization from Crawford County Road Commission is attached
- Quote of engineering services for design phase (OHM Advisors) is attached.

- Resumes of key staff are attached.
- A PDF containing project maps and photos is attached.
- A copy of Huron Pines' federal NICRA is attached.

15. Budget Narrative

	EPA Funding	Cost-Share*
DNR Personnel (staffing)		
DNR PI Salary 8 hrs @ \$42.40	\$339.20	\$0
DNR PI Fringe (70%)	\$237.44	\$0
DNR Grant Administrator Salary 30 hrs @ \$44.15	\$1,324.50	\$0
DNR Grant Administrator Fringe (56%)	\$741.73	
DNR Total Personnel	\$2,642.87	
Subaward to Huron Pines	\$196,918.94	
Indirect Charges (16.58%)	\$438.19	\$0
TOTAL PROJECT COST	\$200,000	\$0

Appendix A below is a breakdown of Huron Pines staff and costs.

PI Salary and Fringe – The salary and fringe rates are dictated by the State of Michigan Civil Service Rule and Regulations. Fringe amounts may change depending on the fringe package for the employee. Fringe includes employer's contribution to health, dental, and vision insurance, FICA, Medicare, and retirement benefits. The PI will be responsible for monitoring subrecipient and reviewing all performance reports submitted. The PI will also be responsible for incorporating the subrecipient performance reports into the MDNR's performance reports.

Grant Administrator - The salary and fringe rates are dictated by the State of Michigan Civil Service Rule and Regulations. Fringe includes retirement and health, dental, and vision insurance. The Grant Administrator (GA) will be the division's Financial Specialist. The GA will be responsible for writing and executing the subaward with Huron Pines, reviewing quarterly reimbursement requests, and final financial reports. The GA will also be responsible for any amendments needed.

Subaward to Huron Pines – See Huron Pines budget listed in Appendix A

Indirect Charges – The indirect rate is 16.54% as dictated by our federally negotiated NICRA.

Appendix A

Huron Pines budget: Twin Bridge Road/North Branch Au Sable River – Design Phase

	EPA Funding	Cost-Share*
Personnel (staffing total)	\$47,000	\$0
Lisha Ramsdell, Associate Director (80 hours @ \$80/hr)	\$6,400	\$0
Josh Leisen, Project Manager (400 hours @ \$65/hr)	\$26,000	\$0
Samantha Nellis, Program Director (60 hours @ \$50/hr)	\$3,000	\$0
Jennie Zoll, Director of Finance & Admin. (52 hours @ \$50/hr)	\$2,600	\$0
Tonya Clayton, Office Manager (40 hours @ \$50/hr)	\$2,000	\$0
Nick Theisen, Watershed Technician (100 hours @ \$50/hr)	\$5,000	\$0
Chris Engle, Communications Associate (40 hours @ \$50/hr)	\$2,000	\$0
Contractual (engineering firm: OHM Advisors)	\$81,000	\$0
Travel (576 miles at \$0.62/mile)	\$357	\$0
Contingency	\$37,511.11	\$0
Indirect Charges (Huron Pines NICRA of 18.72%)	\$31,050.83	\$0
TOTAL PROJECT COST	\$196,918.94	\$0

Personnel: Huron Pines will serve as the project manager. Huron Pines will develop a formal contract with the Crawford County Road Commission for this project and will coordinate partner meetings. Our staff will be heavily engaged in the design and permitting process. Huron Pines will develop a Quality Assurance Project Plan (QAPP) if required, and will engage watershed partners in the planning process. Huron Pines staff will complete all required grant administration and reporting tasks and share project status updates through social media, print, and other media outlets (all project partners and funders will be acknowledged in outreach materials).


Contractual: Contractual expenses for the design phase will be for developing project designs, completing pre-project monitoring tasks, participating in partnership meetings, and preparing permit applications. OHM Advisors will be hired to provide these services in the amount of \$81,000 (see attached OHM quote and summary of engineering scope).

Travel: Miles will be billed at \$0.62/mile. Travel activities include driving to/from the Huron Pines office for project partnership meetings and project site visits for the purposes of evaluating site conditions, project monitoring, and to collect photos and video footage for project outreach purposes.

Contingency: This will be a complex road/stream crossing design both because of the technical size and configuration of the stream and because of the large interest from stakeholders in this site. There may be additional testing or scope items not included in the engineer’s proposed scope that end up being required for this project and/or a need for additional partner meetings and iterative design sets that require additional expense. **If contingency is not needed for this project, we propose it could be carried over to support**

construction-phase activities if allowable (we will work with EPA on next steps in any case).

Indirect: Huron Pines has a current, federally-approved Negotiated Indirect Cost Rate Agreement (NICRA) of 18.72%. Indirect will be applied on all eligible direct expenses.

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	GRANT NUMBER (FAIN): 00E03427 MODIFICATION NUMBER: 0 PROGRAM CODE: GL	DATE OF AWARD 07/21/2023
		TYPE OF ACTION New	MAILING DATE 07/26/2023
		PAYMENT METHOD: ASAP	ACH# 50233
		RECIPIENT TYPE: State	
RECIPIENT: Michigan Department of Natural Resources 525 W. Allegan Street Lansing, MI 48909-7757 EIN: 38-6000134		PAYEE: Michigan Department of Natural Resources 525 W. Allegan Street Lansing, MI 48909-7944	
PROJECT MANAGER Matthew Klungle 1732 M-32 West Gaylord, MI 49735 Email: KlungleM1@michigan.gov Phone: 989-889-4832		EPA PROJECT OFFICER Barner Hill 77 West Jackson Blvd., G-9J Chicago, IL 60604-3507 Email: hill.barner@epa.gov Phone: 312-886-1977	
EPA GRANT SPECIALIST Gabrielle Plotkin Assistance Section, MA-10J Email: plotkin.gabrielle@epa.gov Phone: 312-886-4463			
PROJECT TITLE AND DESCRIPTION Twin Bridge Road Bridge Replacement Michigan Department of Natural Resources (DNR) will be replacing the undersized culverts and deteriorating headwall at Twin Bridge Road over the North Branch Au Sable River in Crawford County, Michigan. This will restore a suite of natural river functions and reconnect 24 upstream miles of aquatic habitat. Michigan DNR will finalize site designs, secure permits and conduct environmental/historical clearances. The approved designs will meet ecological goals, implementation will result in new crossing structures that span channel width allowing for full fish passage and restoration. Reconnection of 24 upstream miles of cold water, benefitting wild brook trout, brown trout, and many other native and/or desirable aquatic species. Intended beneficiaries are all those who live, recreate, or work in Crawford County Michigan. Huron Pines intends to build on progress achieved in this phase of the project to pursue funding from various federal and non-federal sources for the construction phase. Huron Pines will lead the development of a Quality Assurance Project Plan (QAPP).			
BUDGET PERIOD 07/01/2023 - 12/31/2024	PROJECT PERIOD 07/01/2023 - 12/31/2024	TOTAL BUDGET PERIOD COST \$200,000.00	TOTAL PROJECT PERIOD COST \$200,000.00
NOTICE OF AWARD			
<p>Based on your Application dated 04/14/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$200,000.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$200,000.00. 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>			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 5 , U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507		ORGANIZATION / ADDRESS U.S. EPA, Region 5, Great Lakes National Program Office R5 - Region 5 77 West Jackson Blvd., G-9J Chicago, IL 60604-3507	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official William Massie - Manager, Acquisition and Assistance Branch			DATE 07/21/2023

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$0	\$200,000	\$200,000
EPA In-Kind Amount	\$0	\$0	\$0
Unexpended Prior Year Balance	\$0	\$0	\$0
Other Federal Funds	\$0	\$0	\$0
Recipient Contribution	\$0	\$0	\$0
State Contribution	\$0	\$0	\$0
Local Contribution	\$0	\$0	\$0
Other Contribution	\$0	\$0	\$0
Allowable Project Cost	\$0	\$200,000	\$200,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.469 - Geographic Programs - Great Lakes Restoration Initiative	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
-	2305HDX056	2324	B	05HBH	000BJ7XF4	4116	-	-	\$200,000
									\$200,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$1,664
2. Fringe Benefits	\$979
3. Travel	\$0
4. Equipment	\$0
5. Supplies	\$0
6. Contractual	\$0
7. Construction	\$0
8. Other	\$196,919
9. Total Direct Charges	\$199,562
10. Indirect Costs: 0.00 % Base Refer to Table B	\$438
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$200,000
12. Total Approved Assistance Amount	\$200,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$200,000
15. Total EPA Amount Awarded To Date	\$200,000

Summary of Indirect Cost Rates

Table B - Program Element Classification (Non-construction)	Total Approved Allowable Budget Period Cost
1. Fixed Carryforward rate of 16.58%	\$0
2. from October 1, 2022 to September 30, 2023	\$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

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-october-1-2022-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#general>.

A. 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 and plotkin.gabby@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: hill.barner@epa.gov and plotkin.gabby@epa.gov
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: hill.barner@epa.gov

B. Pre-Award Costs

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal matching shares) incurred from **July 1, 2023** to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

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 III 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 III: <https://www.epa.gov/sites/production/files/2019-10/documents/glri-action-plan-3-201910-30pp.pdf>), in accordance with any direction provided by your EPA project officer and the GLRI Action Plan III Measures Reporting Plan as periodically updated by the EPA at <http://www.epa.gov/great-lakes-funding>, particularly:

4.1.2 miles of connectivity established for aquatic species

(b) Object Class Category changes;

(c) Corrective actions;

(d) Projected new work;

(e) Percent completion of scheduled work;

(f) Percent of budgeted amounts spent;

(g) Any change in principal investigator;

(h) Any change needed in project period,

(i) Date and amount of latest drawdown request; and

(j) 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>.

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 III 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 latitude-longitude, 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.

3. Subaward Performance Reporting

The recipient must report on its subaward monitoring activities under [2 CFR 200.332\(d\)](#). Examples of items that must be reported if the pass-through entity has the information available are:

- I. Summaries of results of reviews of financial and programmatic reports.
- II. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
- III. Environmental results the subrecipient achieved.
- IV. Summaries of audit findings and related pass-through entity management decisions.
- V. Actions the pass-through entity has taken to correct deficiencies such as those specified at [2 CFR 200.332\(e\)](#), [2 CFR 200.208](#) and the [2 CFR 200.339](#) Remedies for Noncompliance.

Subaward Programmatic Monitoring for Grants in Support of Areas of Concern or Lakewide Action and Management Plans

In addition to subaward monitoring and reporting requirements described in the **Performance Reporting And Final Performance Report** condition of this agreement, assistance agreement recipients who are issued non-competitive grants in support of Areas of Concern (AOC) or Lakewide Action and Management Plans (LAMPs), and who include subawards in their budget, must monitor subrecipient work to ensure that it meets the objectives of the AOC or LAMP.

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 200.332(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 reviewed by the EPA Project Officer in advance. Although EPA 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, must notify the EPA Project Officer identified on the first page of this agreement.

Travel Narrative

Specifically, **at least 30 days** in advance, the recipient shall notify the EPA Project Officer of any travel plans not previously detailed in the approved workplan 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 understands that any travel revisions contributing to a rebudgeting of funds from other cost categories exceeding 10% of the total budget, or an increase in grant funds requires a formal amendment to this agreement.

International Travel (see also EPA General Term and Condition titled "Foreign Travel")

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 of incurring foreign travel costs. The recipient understands that if it incurs international travel costs of any kind without EPA's prior approval, it does so at its own risk.

D. Signage Requirements

The recipient is required to place a sign at each on-the-ground protection or restoration project supported under this award displaying the GLRI and EPA logos in a manner that informs the public that the project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the project period and for a reasonable time after the agreement project period, as determined by the recipient.

Recipients are required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. If the EPA logo is displayed along with the logos of other participating entities, the EPA logo must not be displayed in a manner

that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo>.

State agencies and agencies of political subdivisions of states must comply with 2 CFR 200.323, Procurement of recovered materials when procuring signage for projects funded by EPA assistance agreement. EPA encourages other recipients to use recycled or recovered materials when procuring signs.

Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

E. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events or news releases publicizing the accomplishments or significant events as a result of this agreement, and provide the opportunity for attendance and participation or a statement by federal representatives with at least fifteen (15) 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

The 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. Further, when designing, implementing, and/or maintaining the project funded by this award, the recipient agrees to: 1) consider the potential impacts of climate change (e.g., increasing temperatures, higher water levels, more frequent and intense storms, greater wave energy, etc.) on the planned project; and 2) to the maximum extent feasible, incorporate resilience to the potential impacts of climate change into the design, implementation, and operations of the project.

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 1500.12, 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.