

**GRANT AGREEMENT  
BETWEEN THE  
  
STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF INTERGOVERNMENTAL RELATIONS  
WISCONSIN COASTAL MANAGEMENT PROGRAM  
  
AND  
  
CITY OF MILWAUKEE**

**THIS AGREEMENT** is made and entered into by and between the Division of Intergovernmental Relations ("Division"), Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and **CITY OF MILWAUKEE** ("Grantee") with a DUNS Number of 006434211, for the Performance Period of the date this agreement is signed by the State through **June 30, 2020**.

**WHEREAS**, on behalf of the State, the Department administers the Wisconsin Coastal Management Program ("Program") through the Division to provide funds for eligible activities; and

**WHEREAS**, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

**WHEREAS**, the State has approved an award to the Grantee in the amount of **Forty-Five Thousand One Hundred Twenty-Five Dollars (\$45,125.00)** and the Grantee agrees to provide **Two Hundred Seventy-Four Thousand Eight Hundred Seventy-Five Dollars (\$274,875.00)** for eligible activities herein described; and

**WHEREAS**, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement; and


**WHEREAS**, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the State and contains the entire understanding between the parties;

**NOW, THEREFORE**, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are part of this Agreement:

- 1) This Agreement (including all attachments)
- 2) Grantee's Proposal (as accepted by the State) See Attachment A

**CITY OF MILWAUKEE**

BY:   
Jeffery S. Polenske

TITLE: Commissioner of Public Works

DATE: 3/9/20

**STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF INTERGOVERNMENTAL  
RELATIONS**

BY:   
Dawn Vick

TITLE: Administrator

DATE: 3/18/2020

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## GENERAL TERMS AND CONDITIONS

### ARTICLE 1. CONTRACT ADMINISTRATION

The Division employee responsible for the administration of this Agreement shall be **Todd Breiby**, or their designee and who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grantee's employee responsible for the administration of this Agreement shall be **DANIELLE RODRIGUEZ**, who shall represent the Grantee's interest regarding Agreement performance, financial records and related considerations. The Division shall be immediately notified of any change of this designee.

### ARTICLE 2. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. In addition, the Grantee pledges to abide by and comply with the following requirements:

1. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the State.
2. The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 *et seq* and 19.59 *et seq*.

### ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

The Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its agents or subrecipients, in performing work under this Agreement. The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and subrecipient(s) to perform services or otherwise supply products or services. The Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

If an audit is required by federal law and if the Grantee is also the recipient of State funds under the same or a separate contract program, then the State funded programs shall also be included in the scope of the federally required audit.

### ARTICLE 4. SCOPE OF WORK

1. The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work (Attachment A). In the event of a conflict between the summary in Attachment A and the application and/or other supporting documents previously submitted to the State by the Grantee, Attachment A shall control. Changes to the Scope of Work may be made only by written agreement of both the State and the Grantee.

2. Special Requirements apply to public access, land acquisition and habitat restoration projects and are detailed in Attachment C.

3. Work Products - The Grantee shall complete all work tasks that they committed to in their application submission (Attachment A). Failure to meet this requirement may result in termination of this contract under "Cancellation for Cause", Article 12 of this contract.

**ARTICLE 5. PERIOD OF PERFORMANCE**

The effective period of this Agreement shall be for the period July 1, 2019 through June 30, 2020 (the "Performance Period").

**ARTICLE 6. STANDARDS OF PERFORMANCE**

The Grantee shall perform the project and activities as set forth in the Contract Application and described herein in accordance with those standards established by statute, administrative rule, the Division, and any applicable professional standards.

**ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT**

The Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the State. The State reserves the right to reject any subcontractor or subgrantee after notification. The Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

**ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES**

If a State public official (as defined in section 19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave., Third Floor, Madison, Wisconsin 53703.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the State and the employer of such person or persons.

**ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT**

The Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s. 111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State setting forth the provisions of the nondiscrimination clause.

Grants estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Grantee shall submit the Affirmative Action Plan/exemption statement to the Department of Administration, State Bureau of Procurement, PO Box 7867, Madison, WI 53707, unless compliance eligibility is current. No extensions of this deadline shall be granted.

Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

**ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES**

The Grantee shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts shall allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

**ARTICLE 11. TERMINATION AT WILL**

The Division may terminate this Agreement at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the State.

The Grantee may terminate this Agreement with or without cause by delivering written notice to the Division by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Division program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Division within forty-five (45) days of the effective date of notice of termination any payment made by the Division to the Grantee which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

**ARTICLE 12. TERMINATION FOR NONAPPROPRIATION**

The State reserves the right to terminate this Agreement in whole or in part without penalty due to nonappropriation of necessary funds by the Legislature or the Federal Government.

**ARTICLE 13. FAILURE TO PERFORM**

The State reserves the right to suspend payment of funds if required reports are not provided to the State on a timely basis or if performance of grant activities is not evidenced. The State further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the State and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the State and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

**ARTICLE 14. PUBLICATIONS**

The Grantee may publish materials produced under this Agreement subject to the following conditions:

- a) All materials produced under this Agreement shall become the property of the Department of Administration and may be copyrighted in its name. The Grantee reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.

- b) All reports, studies, videos, websites or other documents resulting from this contract shall acknowledge the financial assistance provided by the Department. The following notation shall be carried on all articles, reports, publications or other documents resulting from this Agreement.

*"This (article, report, publication or document) is funded (in whole or in part) by the Wisconsin Department of Administration, Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration under the terms and conditions of this Agreement." (see Attachment B for further guidance).*

**ARTICLE 15. AMENDMENT**

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and data addenda.

**ARTICLE 16. SEVERABILITY**

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

**ARTICLE 17. WAIVER**

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

**ARTICLE 18. FORCE MAJEURE**

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

**ARTICLE 19. EXTRA WORK**

If the State desires to have the Grantee perform work or render services other than provided for by the expressed intent of this Agreement such work shall be considered as Extra Work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the State and the Grantee. Work under such amendment shall not proceed unless and until so authorized by the State. Any such continuance of service which would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Legislature.

**ARTICLE 20. LABOR STANDARDS**

The Grantee shall comply with and assure compliance of all Project contractors and subcontractors with the Davis-Bacon Act, as amended 40 U.S.C. 3141-3148, the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708, other applicable Federal laws and regulations pertaining to labor standards, and the Labor Standards section of the Implementation Handbook.

**ARTICLE 21. CHOICE OF LAW AND VENUE**

In the event of a dispute this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with Federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

**FISCAL TERMS AND CONDITIONS**

**ARTICLE 22. AVAILABILITY OF FUNDS**

Funds have been appropriated by the Wisconsin Legislature or received from the Federal Government for the services covered under this Agreement.

**ARTICLE 23. SOURCE OF FUNDS**

Federal funds for this grant by the Wisconsin Coastal Management Program are authorized by the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*; 31 U.S.C. 6506; 42 U.S.C. 3334; and 15 CFR Part 923). The U.S. Department of Commerce, National Oceanic and Atmospheric Administration awards funding to the state through "Coastal Zone Management Administration Awards", listed in the Catalog of Federal Domestic Assistance (CFDA) under number 11.419.

The funds awarded under this contract have been encumbered and are subject to the continued availability of funding from the National Oceanic and Atmospheric Administration, through Award Number **NA19NOS4190087**. The pass-through entity is the Wisconsin Department of Administration, and the awarding official is Director, Grants Management Division, NOAA.

**ARTICLE 24. VARIANCES**

Variances to the budget outlined in Attachment A may be permissible as long as the transfer of funds among cost categories does not exceed 10 percent of the current total award. If the transfer of funds is above 10 percent of the total award, the changes shall be approved by the Division in writing. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes shall be made by amendment to the Agreement.

**ARTICLE 25. LIMITATION ON COSTS**

Reimbursement by the Department shall be 14% of the total cost or not to exceed **Forty-Five Thousand One Hundred Twenty-Five Dollars (\$45,125.00)**. The Grantee shall provide 86% of the total cost, or **Two Hundred Seventy-Four Thousand Eight Hundred Seventy-Five Dollars (\$274,875.00)**. See itemized budget in Attachment A.

**ARTICLE 26. ELIGIBLE COSTS**

Eligible Costs are those costs which can be audited and which are directly attributable to grant activities and identified and approved in Attachment A.

1. No Eligible Costs subject to reimbursement by this Grant may be incurred prior to the execution of this Agreement.
2. Costs only as identified in the Budget and described in the Scope of Work are allowed.
3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the State.

**ARTICLE 27. ALLOWABLE COSTS**

Office of Management and Budget (OMB) Uniform Guidance, Subpart E (codified at 2 CFR Part 200), shall be complied with by the grantee with respect to specific items and their cost allowability.

**ARTICLE 28. REIMBURSEMENT OF FUNDS**

The Grantee shall return to the State or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable eligible costs under this Agreement. If the Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to the Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the State for any disbursed funds, which are determined by the State to have been misused or misappropriated. The State may also require reimbursement of funds if the State determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the State, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

**ARTICLE 29. LIMITED USE OF PROGRAM FUNDS**

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other Program Agreements toward the activities for which funding is authorized by this Agreement nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other Program Agreements. The word "funds" as used in this Article does not include Program income.

**ARTICLE 30. FINANCIAL MANAGEMENT**

The Grantee agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in ARTICLE 23 and with standards established by the State to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

**ARTICLE 31. METHOD OF PAYMENT**

Payment shall be by the Department to the Grantee upon receipt of **quarterly** invoices submitted on the required reimbursement form and sent to the following address:

Coastal Management Grants Specialist  
Department of Administration  
Division of Intergovernmental Relations  
101 East Wilson Street, 9<sup>th</sup> Floor  
PO Box 8944  
Madison, WI 53708-8944

- a) Invoices shall reflect eligible costs incurred by approved Budget line item. Invoices shall be accompanied by written documentation of eligible costs. The Department shall make payment if it determines that the Grantee is making satisfactory progress in completing the project tasks based on the Grantee's progress report submitted at the same time as the invoice.
- b) Final invoice shall be submitted to the Department no later than (60) days following close of the Agreement.



## ADMINISTRATIVE TERMS AND CONDITIONS

### ARTICLE 32. SINGLE AUDIT REQUIREMENT

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

#### Federal Funded Awards:

**Governmental and Non-profit Grantees**, or their assignees, that **expend** federal funds during their fiscal year shall comply with Subpart F of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200), and the State Single Audit Guidelines issued by the Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

#### State Funded Awards:

**NOTE:** If an audit is required under the Omni Circular Subpart F as described above, then this section does not apply as State Funded Awards will already be included in that audit.

**Governmental and Non-profit Grantees**, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

#### **Submit To:**

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package (<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>).

### ARTICLE 33. EXAMINATION OF RECORDS

The Division, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Such material shall be retained for three years by the Grantee following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the State.

The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to project funds. The Grantee shall maintain sufficient segregation of project accounting records from other projects or programs.

**ARTICLE 34. PERFORMANCE REPORTS**

The Grantee shall submit Performance Reports to the State on a quarterly basis as long as this Agreement is in effect. Reporting dates are as follows: **September 30, December 30, March 30, June 30**. The Performance Reports shall detail the uses of the funds received under this Agreement, how funds have been expended and the amounts expended during the preceding fiscal period, until all funds have been expended.

1. Progress Reports - The Grantee shall provide quarterly progress reports which detail project tasks completed and related expenses. Any program and/or fiscal problems encountered must be itemized.
2. Close-out period - The Grantee shall be allowed 60 days after contract completion date to prepare the final report and invoice. Only costs for compiling, editing and printing of final reports, preparation of financial reports and other costs associated solely with contract close-out activities may be incurred during this period.
3. Program Summary and Final Report - A separate summary of the project by the Grantee shall be included with the final report. The summary should include: an identification of the coastal resource management issue addressed; a summary of improvements; where possible, quantitative information on the degree of improvement, i.e., acres of wetlands protected, areas mapped, feet of trail developed, etc.; and where possible, state, federal, and local funds expended for the overall project. This report shall not exceed 1-2 single-spaced pages.
4. Final Work Products - Submit three copies (including one copy in digital/electronic format, if appropriate) of any final work products.

**SPECIAL TERMS AND CONDITIONS**

**ARTICLE 35. COMPETITIVE PROCUREMENT PRACTICES**

Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

**ARTICLE 36. REASONABLE COSTS**

Grantee shall attempt to control unit costs for products and services procured as a result of this Agreement, to the state average experience.

**ARTICLE 37. AUDITS**

Grantee shall perform an "Agreed Upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the State and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

**ARTICLE 38. EQUIPMENT ACCOUNTABILITY**

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee's name, unless otherwise specified by an attachment. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

**ARTICLE 39. PATENT INFRINGEMENT**

The Grantee selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further that the sale or use of the articles described

herein shall not infringe any United States patent. The Grantee covenants that it shall, at its own expense, defend every suit which shall be brought against the State of Wisconsin (provided that such Grantee is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

**ARTICLE 40. PROGRAM INCOME**

Program income means gross income received by the Grantee that is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Agreement funds obtained from the State; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program income pending its disposition.

All Program income shall be recorded and used in accordance with the rules and regulations of the Program funding source described herein. If at any time changes in the use of Program income are considered, the Grantee shall submit a plan detailing the proposed uses of Program income to the State for approval. Should the Grantee decide following Agreement close out to discontinue using Program income for such purposes, the Grantee shall return the Program income balance and any additional Program income accrued to the State by January 31 of the following year.

**ARTICLE 41. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE**

If any portion of the funds are used to support training, workshops, seminars, exhibit space, etc., the Wisconsin Department of Administration, Division of Intergovernmental Relations shall receive complimentary registrations and/or exhibit/booth space, if requested.

**ARTICLE 42. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Grantee certifies that to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal 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; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal.

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## Attachment A

### Grant Agreement # AD199124 – 020.09

<b>1. Type of Project (check one):</b>	<input type="checkbox"/> Coastal Wetland Protection and Habitat Restoration <input checked="" type="checkbox"/> Nonpoint Source Pollution Control <input type="checkbox"/> Coastal Resources and Community Planning <input type="checkbox"/> Great Lakes Education <input type="checkbox"/> Public Access and Historic Preservation
<b>2. Project Title (max. 15 words):</b> Historic Mitchell Street Green Parking Lot	
<b>3. Organization applying:</b> City of Milwaukee	<b>5. Organization DUNS Number:</b> NA
<b>4. Contact Person and Address:</b>  <u>Danielle Rodriguez, Parking Financial Manager</u>  <u>841 N. Broadway, Room 641</u>  <u>Milwaukee, WI 53202</u>  <b>Phone:</b> <u>(414) 286-2404</u> <b>Email:</b> <u>Drodri@milwaukee.gov</u>	<b>6. Primary County where project is located:</b> Milwaukee
	<b>7. Other Counties where project is located:</b> NA
	<b>8. Congressional District #:</b> 4
	<b>9. State Senate District #:</b> 3
	<b>10. State Assembly District #:</b> 8
<b>11. Total Project Cost:</b> \$320,000	
<b>12. WCMP Share:</b> \$45,125	<b>14. WCMP Percent:</b> 14%
<b>13. Applicant Share:</b> \$274,875	<b>15. Applicant Percent:</b> 60% (+26% from MMSD) = 86%
<b>16. Brief Summary of the Project (300 word maximum, use this page only). Include (1) Project Description and (2) Project Outcomes:</b>	
<p>The City of Milwaukee owns and manages a 1.3-acre surface-level parking lot in the Historic Mitchell Street District, a highly urbanized area surrounded by impervious surfaces that is approximately one mile from Lake Michigan. Stormwater runoff from the parking lot drains into Milwaukee's combined sewer system. While stormwater from the combined sewer area is generally treated at Milwaukee Metropolitan Sewerage District water reclamation facilities, there have been six combined sewer overflows due to heavy rainfalls so far this year. Those overflows contribute to the degradation of water quality in nearshore Lake Michigan.</p> <p>The City is dedicated to improving the function and appearance of the parking lot by constructing/installing green infrastructure technologies to create a gathering place that improves water quality, reduces the "heat island" effect, improves neighborhood aesthetics, and encourages recreational use by area residents and patrons of the adjacent Mitchell Street Library. This project is to serve as the model for future City-owned parking lots and is aligned with numerous green infrastructure planning efforts for the region, including the City of Milwaukee's new Green Infrastructure Plan Framework as well as its Water Centric City initiative.</p> <p>The engineering design process has been completed and includes bioswales, porous pavement, native landscaping, soil amendments, and harvestable fruit trees. Educational signage will also be installed. The project will go out to bid in Spring 2019. Construction is expected to begin in July 2019.</p> <p>This Project will result in increased onsite storage capacity during heavy rain events and the reduction of phosphorus, total suspended solids, bacteria and other pollutants from stormwater runoff, leading to improved water quality in the receiving waters and/or nearshore Lake Michigan. The project will also serve to educate area residents about green infrastructure's role in improving water and air quality.</p>	

# Attachment A

## Grant Agreement # AD199124 – 020.09

### 1. Problem: Concisely state the problem or issue that this proposal addresses. Include important background information.

Urban nonpoint source pollution is a serious problem in the Kinnickinnic River watershed where the Project parking lot (Mitchell Street lot) is located. The Kinnickinnic River has been placed on the WDNR's 303(d) "impaired waters" list due to excess total phosphorus, chloride, E. coli, PCBs, and fecal coliform, total suspended solids, and bacteria. Elevated phosphorus, sediment, and bacteria levels in the Milwaukee River Basin, which includes the Kinnickinnic River, have led to low dissolved oxygen concentrations, degraded habitat, excessive algal growth, turbidity, and recreational impairments. As a result, impairments to beneficial uses within the watershed, such as preservation and enhancement of fish and other aquatic life and recreational use, have occurred. A TMDL for phosphorus, sediment, and bacteria was approved for the Milwaukee River Basin, including the Kinnickinnic River watershed, by the US EPA in 2018.

The Mitchell Street lot is located in a highly urbanized area surrounded by impervious surfaces that inhibit the natural infiltration of rainwater into the ground, which leads to more stormwater runoff and higher stormwater peak flows. The Project site is located in the Milwaukee Metropolitan Sewerage District combined sewer area. While stormwater from the combined sewer area is generally treated at water reclamation facilities in Milwaukee, there have been six combined sewer overflows due to heavy rainfalls this year so far.

Many area residents lack an awareness and understanding about water quality issues in the Kinnickinnic River and nearshore Lake Michigan, stormwater pollution prevention, and the benefits of green infrastructure.

### 2. Project Description:

- a. Describe the project for which funding is requested. Do NOT include information about tasks which are not part of the funding request.
- b. Describe how this project is part of an integrated effort or approach.

The City of Milwaukee intends to construct/install green infrastructure (GI) improvements on a 1.3-acre surface-level parking lot in its Historic Mitchell Street District. The main reason for the GI improvements is to treat and manage stormwater runoff from the parking lots and sidewalks to control nonpoint source pollution and improve water quality in nearshore Lake Michigan.

The parking lot is adjacent to and shared by a multi-unit apartment building on the north side and the new Mitchell Street Library to the south. The engineering design process has been completed by Stormwater Solutions Engineering, LLC (SSE), a local and woman-owned civil engineering firm specializing in stormwater and green infrastructure design. Funding is sought for Project construction and installation of the green infrastructure elements and educational signage.

The engineering plan calls for the removal of 10,257 square feet of impervious asphalt and concrete, which is to be replaced by a grass courtyard area with picnic tables and other seating, a boardwalk, and harvestable fruit trees. It also includes the addition of bioswales, porous pavement, native landscaping, and soil amendments. Educational signage in Spanish and English describing the benefits of green infrastructure on water and air quality will also be installed. The project will go out to bid in Spring 2019. Funding is requested for construction/installation of the bioswale plugs, bioswale seed mix, stormwater trees and shrubs, and a portion of the boardwalk.

- a. This project is to serve as a model for future City of Milwaukee parking lot improvement projects (the City owns over 65 public parking lots) and is part of the City of Milwaukee's Water Centric City initiative. Significant public outreach occurred during the design phase of this project, including engagement with residents from the adjacent apartment complex, other neighbors, library patrons, local businesses, and members of the Sixteenth Street Community Health Centers organization, which is also located in the neighborhood.

### 3. Impact on Coastal Resources: Address all of the issues listed below as they relate to your project.

- a. Describe the extent to which the problem, need or priority will be addressed by the project.
- b. Describe how this project addresses a high priority need as identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Management Plans, State Hazard Mitigation Plan, and county Land and Water Conservation Plans), the priorities of the Council of Great Lakes Governors, or the Great Lakes Regional Collaboration Strategy ([www.girc.us/](http://www.girc.us/)).
- c. Describe the extent to which the project permanently addresses the problem or need.
- d. Describe the extent to which the project leverages other technical or financial resources.
- e. Describe the measurable results (give estimated benefits for all that apply) that you will be able to report.

- a. The Project will address nonpoint source pollution by incorporating green infrastructure to capture and treat stormwater runoff from the Mitchell Street lot and adjacent walkways onsite. Using native vegetation, engineered soils, and other elements and practices to restore some of the natural processes required to manage water, the Project will improve water quality and create a

## Attachment A

### Grant Agreement # AD199124 – 020.09

healthier urban environment. Educational signage will serve to raise awareness and understanding of how green infrastructure is being used onsite to improve water quality in nearshore Lake Michigan. The project will increase the site's stormwater storage and treatment capacity by 33,650 gallons per storm event, and create 36% reduction of total suspended solids, and a 27% and 38% reduction of phosphorus and bacteria, respectively.

- b. The need for constructing and installing stormwater pollution prevention and control systems in the Kinnickinnic River Watershed and nearshore Lake Michigan is well-documented. The Project is a direct response to numerous calls to scale-up green infrastructure in the Project area, including recommendations from the City of Milwaukee Green Infrastructure Plan Framework, the MMSD Regional Green Infrastructure Plan, the Kinnickinnic River Watershed Green Infrastructure Plan, and the Kinnickinnic River Nine Key Elements Plan.
- c. The constructed green infrastructure and educational signage will be perpetually maintained by the City of Milwaukee as part of their existing site operations and maintenance program. A GI maintenance manual has been prepared by the engineering design firm, Stormwater Solutions Engineering, for use by and landscapers who will receive specialized training in GI maintenance.
- d. The project leverages funding from the City of Milwaukee Parking Lot Division general capital fund and Milwaukee Metropolitan Sewerage District.
- e. Measurable results will include volume of captured stormwater, pollutant percentage reduction, and number of patrons engaged.

**Volume storage** gained by incorporating green infrastructure is an important metric for this Project and several of the agencies and supporting project partners (i.e., City of Milwaukee and Milwaukee Metropolitan Sewerage District) associated with this project. The Historic Mitchell lot design is anticipated to capture and treat 33,650 gallons per each storm event. This will be achieved through porous pavement in select parking stalls and bioswales located in the median and along the perimeter. Runoff from the existing deteriorated parking lot drains directly into the combined sewer, contributing to overflows during larger events. The current land cover of pavement offers very little potential for volume reduction through storage, infiltration, and evapotranspiration. Therefore, the addition of the aforementioned GI strategies will make a large impact on the hydrology of the site and the City sewer system as a whole.

**Pollutant reduction** is an important metric used to measure the water quality impact of a site construction or renovation and is also important to the project partners. Total suspended solids (TSS) load is relatively easy to model. TSS can also be used as a surrogate pollutant for estimating both phosphorus and bacteria contamination, as these pollutants are often associated with sediment and are therefore reduced in proportion to the sediment. Wisconsin Department of Natural Resources (WDNR) currently estimates 11.3% and 15.6% reduction of phosphorus and bacteria, respectively, for every 20% reduction in TSS. Sediment, phosphorus, and bacteria continue to be pollutants of concern for the Milwaukee shoreline, causing sediment build up, algae blooms and public health concerns. WinSLAMM is a WDNR accepted modeling software for estimating the impact of GI on sediment loads for this project, calculated the existing and proposed parking lot annual TSS loadings to be 589 lbs and 376 lbs, respectively. This equates to a 36% reduction for existing conditions. Using WDNR ratios, an estimated 27% and 38% of phosphorus and bacteria will also be removed.

#### 4. Methodology and Timetable

- a. Provide a list and description of grant-funded project tasks, including a timeline and major milestones. Your timeline may begin **July 1**.
- b. Provide a list of work products or deliverables – “measurable results” from Section 3e should be incorporated into this list.
- c. Describe how the project will encourage public participation and how the final product will be distributed (as appropriate).
- d. For Public Access projects, please describe how the project incorporates planning for changing lake levels.

- a. April through June of 2019 - preconstruction meeting, contractor mobilization, excavation of existing parking lot or grounds. Beginning July (after the necessary approvals have been obtained) and through spring 2020 - installation of GI elements, restoration and construction inspection.
- b. Construction of approximately 33,650 gallons of green infrastructure storage capacity, decreased pollutant loading, installation of educational signage.
- c. Significant public outreach occurred during the design phase of this project, including engagement with residents from the adjacent apartment complex, other neighbors, library patrons, local businesses, and members of the Sixteenth Street Community Health Centers organization, which is also located in the neighborhood. Based upon public involvement in the design process, the project calls for the

## Attachment A Grant Agreement # AD199124 – 020.09

installation of benches and an "urban orchard" with harvestable fruit trees. The site will display educational signage prominently in the outdoor spaces so that residents and library patrons can learn about GI while being immersed in the native landscaping and amongst harvestable fruit trees.

d. N/A

### 5. Project Budget

- a. Provide a breakdown of the proposed project budget using the following **required table**. WCMP Grant projects with a total budget of \$60,000 or less require a 50% match. Projects with a total budget larger than \$60,000 require a 60% match. Applicants requesting more than \$100,000 should contact the WCMP while they develop their applications. The budget must show proposed *total costs* in each of the categories listed in the first table.

Activity	WCMP Request	Match	Total
Personnel	\$	\$	\$
Fringe Benefits			
Equipment			
Travel			
Supplies			
Contractual			
Construction	\$45,125	\$274,875	\$320,000
Other			
Indirect Charges			
<b>Totals</b>	<b>\$45,125</b>	<b>\$274,875</b>	<b>\$320,000</b>

- b. Contractual costs must be itemized using the same budget lines above (if known). Applicant may also provide further budget details using additional categories/sub-categories in the second table or in another format, if necessary.

Activity	WCMP Request	Match	Total
	\$	\$	\$
<b>Totals</b>			

### 6. Budget Description

- a. Describe the composition and source of the matching funds. Also, indicate whether nonfederal matching funds have been secured or committed.
- b. Describe how the grants will be leveraged with funding in addition to the grant and match amounts, including the amount. Describe efforts to find additional leveraged funds.
- c. Describe efforts to fully explore other grant funding sources, to establish the project's need for WCMP funding.

- a. City of Milwaukee = \$189,175/secured; MMSD = \$85,000/secured.
- b. Given the timing of the project, we are investigating grants that will be available prior to September 2019.

### 7. Bonus objectives. Address all of the issues listed below as they relate to your project.

- a. Build partnership alliances with other organizations or agencies
- b. Develop exceptional marketing, outreach or education strategies
- c. Encourage coast-wide projects or solutions
- d. Engage underrepresented communities



## Attachment A

### Grant Agreement # AD199124 – 020.09

a./b. The project stems from a partnership between the City of Milwaukee, the Milwaukee Public Library, MMSD, and Sixteenth Street Community Health Centers. Considerable stakeholder outreach took place during the design phase of this Project. Plans include educational signage in Spanish and English and site-reopening ceremony highlighting the GI installations. Over 130,000 community members visited the newly opened Mitchell Street Library in 2017, many of the using the Mitchell Street lot to park and approach the building.

d. The Mitchell Street District is the heart of a densely populated area of Milwaukee's near south side. A largely Latino/Hispanic neighborhood, the area located in an underrepresented community Neighborhood Revitalization Strategy Area (NRSA 2) that is part of the City of Milwaukee's Neighborhood Stabilization Program.



ATTACHMENT B

ACKNOWLEDGEMENTS FOR PROJECTS FUNDED BY THE WISCONSIN COASTAL  
MANAGEMENT PROGRAM

1. *For audio productions:*

Funding provided by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration.

2. *For video productions:*

On the screen, in color, all of the following:

Wisconsin Coastal Management Program wave logo with the words “Wisconsin Coastal Management Program”

National Oceanic and Atmospheric Administration gull logo with the words “National Oceanic and Atmospheric Administration”

3. *For printed documents and work products, including web-based publications:*

Wisconsin Coastal Management Program Logo:



National Oceanic and Atmospheric Administration Logo:



Required text acknowledgement:

Funded by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration, Office for Coastal Management under the Coastal Zone Management Act, Grant # NA19NOS4190087.

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ATTACHMENT C

SPECIAL TERMS AND CONDITIONS FOR PUBLIC ACCESS, CONSTRUCTION, AND  
HABITAT RESTORATION PROJECTS

**ARTICLE (A). Signs at Construction Project Site.**

The Grantee shall erect at the site of the project and maintain during construction, a sign satisfactory to the Wisconsin Coastal Management Program (WCMP), identifying the project and indicating the fact that NOAA and WCMP are participating in the development of the project.

**ARTICLE (B). Permanent Plaque at Project Site.**

The Grantee shall install a permanent plaque at the project site, approved by the Wisconsin Coastal Management Program, acknowledging financial assistance for the project was provided by the National Oceanic and Atmospheric Administration (NOAA) through the Wisconsin Coastal Management Program.

**ARTICLE (C). Statutory Requirements for Construction Contracts.**

The Grantee shall comply with the following federal laws and all applicable standards, orders or regulations issued pursuant thereto:

1. The Copeland "Anti-Kickback" Act, as amended (18 USC 874) as supplemented in the Department of Labor regulations (41 CFR Chapter 60).
2. The Flood Disaster Program Act of 1973 (P.L. 93-234), as amended. The Grantee will fulfill any flood insurance requirements under this Act and any regulations issued thereunder by the U.S. Department of Housing and Urban Development or which may be issued by NOAA.
3. Architectural Barriers Act (P.L. 90-480, 42 USC 4151), as amended, and the regulations issued or to be issued thereunder, prescribing standards for the design and construction of any building or facility intended to be accessible to the public which may result in the employment of handicapped persons therein. All construction elements of the project must comply with guidelines established by the Americans with Disabilities Act of 1990. Projects must also comply with Chapter 69 of the State Building Code, Section 504 of the Rehabilitation Act of 1973 and any other federal and state accessibility requirements.
4. Rehabilitation Act of 1973, 29 USC 794, Executive Order 11914. No otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
5. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended, 15 CFR Part 916.
6. The National Environmental Policy Act of 1969 (P.L. 90-190); the National Historic Preservation Act of 1966 (80 Wis. Stats., 915, 16 USC 470); and Executive Order No. 11593 of May 31, 1971.
7. For construction grants for more than \$10,000, the Grantee must keep the following information in their files for the Department's review.
  - a. Name, address and telephone number of Grantee;
  - b. Grantee's employer identification number;

- c. Dollar value of grant;
  - d. Starting and completion dates of Grant Agreement;
  - e. Grantee number; and
  - f. Geographical area of performance.
8. Additionally, for each grant awarded, the Grantee shall keep the following information in their files for the Department's review.
- a. Tabulation of bid(s), the alternates, where applicable, to be taken by number and amount; and the resultant total(s) of the proposed award. The tabulation will also show the designing Architect/Engineer's estimate. The tabulation must be accompanied by a certification of the Architect/Engineer as to the correctness and completeness of the tabulation. The certificate must be accompanied by a statement from the Architect/Engineer recommending award to the low bidder. If the award is recommended to other than the low bidder, the reasons must be fully stated, and accompanied by certification by the Grantee that such action is legal under local and State procurement law.
  - b. A copy of the complete bid form of the successful bidder.
  - c. A statement signed by the Authorized Representative of the Grantee that:
    - 1) All bids were received sealed and were opened in his/her presence;
    - 2) The Grantee has sufficient funds in addition to the funds provided by the Department to complete the project, including interim financing; and
    - 3) The Grantee has obtained, all land, rights-of-way, permits, franchises and all Federal, State and local coordination and approvals necessary for completion of the project, and in all other respects has complied with pertinent Federal, State and local laws.
    - 4) The Grantee shall assure that prevailing wages of the area are applied to all construction activities as are required by Federal or State regulations. The minimum wage rate for this project shall be not less than the prevailing wage rates established by the U.S. Department of Labor (Davis Bacon and related acts as amended) or not less than the prevailing minimum rates on file as set by the Wisconsin Department of Workforce Development. The higher of the two wage rates shall be used.
9. For construction or facility improvement grants or subcontracts exceeding \$100,000, the awarding agency may accept the bonding policy and requirements of the Grantee or subcontractor provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements are listed in Section 36(h) (1-3) of 15CFR24.
10. The Grantee shall carry insurance, and require each subcontractor to carry insurance of such types and in such amounts as normally required by the State.
11. The Grantee may make subawards that have been identified in the approved program activities. However, if they have not been so specified, the Grantee shall advise the Department of the proposed subawardee and the amount allocated prior to the making of such subawards. The Department reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this agreement.
12. Certification of nonsegregated facilities as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor. Prior to the award of any construction grant or subcontract exceeding \$10,000, the Grantee shall require each bidder to submit the following certification: by submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder, offeror,

applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Grant Agreement. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rests rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or any in fact segregated on the basis of race, creed, color or national origin, because of habitat, local custom or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identifiable certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR  
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a grant or subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The Certification may be submitted whether for each Grantee or subcontractor or for all contracts during a period (i.e., quarterly, semi-annually or annually).

**Note: The penalty for making false statements in offers is prescribed in 18 USC 1001.**

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ATTACHMENT F

SCIENTIFIC INTEGRITY FOR  
WISCONSIN DEPARTMENT OF ADMINISTRATION  
COASTAL MANAGEMENT PROGRAM GRANTS

**A. General Guidelines**

Wisconsin Coastal Management Program (WCMP) promotes scientific integrity of research activities and management policies based on scientific research activities. WCMP discourages research bias, plagiarism, falsification, fabrication, and conflicts of interest. WCMP encourages transparency in research and policy decisions.

1. *Maintaining Integrity.* The recipient shall maintain the scientific integrity of research performed pursuant to this agreement including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct.

2. *Peer Review.* The peer review of the results of scientific activities under the agreement shall be accomplished to ensure consistency with National Oceanic and Atmospheric Administration (NOAA) standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

3. In performing or presenting the results of scientific activities under this agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.

4. The recipient assumes the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. The recipient shall promptly notify WCMP of any incidents of misconduct.

5. By executing this agreement, the recipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

**B. Investigating Scientific Integrity or Scientific and Research Misconduct**

1. *Initiating Investigation.* If the recipient determines that there is sufficient evidence to proceed to an investigation, it shall notify WCMP and, unless otherwise instructed, shall:

a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third-party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

2. *Finalizing Investigation.* When the investigation is complete, the recipient shall forward to WCMP a copy of the evidentiary record, the investigative report, any recommendations made to the neutral third-party adjudicating official, that adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

**C. Findings and Corrective Actions**

If the recipient finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

1. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future;  
and
2. Coordinate remedial action.