

GREAT LAKES SEDIMENT AND NUTRIENT REDUCTION PROGRAM
GRANT CONTRACT
BETWEEN THE
Great Lakes Commission
AND the City of Manitowoc

This Grant Contract ("Contract") is made between the Great Lakes Commission ("Commission") and the City of Manitowoc ("Grantee"), both sometimes hereinafter collectively referred to as the "Parties." The purpose of this Contract is to provide funding in exchange for work to be performed for the project named below (the "Project"). The Commission is authorized to provide grant assistance pursuant to U.S. Department of Agriculture Natural Resources Conservation Service (USDA-NRCS) Award Number NR253A750007C001 to implement the priorities of the Great Lakes Restoration Initiative (GLRI) as specified in Interagency Agreements between USDA-NRCS and the U.S. Environmental Protection Agency. This Contract is subject to the terms and conditions specified herein.

Project Name: Shoreline Restoration in Silver Creek

Project Number: GLSNRP-15-03

Project Start Date: November 1, 2025

Project End Date: September 30, 2028

Project Authorized Watershed(s) (HUCs):
040301010701

Total Phosphorus Reduction Target: 1,348 pounds

Project Grant Amount: \$280,000

Project Advance (10% of grant): \$0

Project Match: \$70,000

Project Total (grant plus match): \$350,000

Grantee Unique Entity Identifier (UEI) :
RK45L3JJ2GX3

Grantee Project Manager:

Brock Wetenkamp, Parks Planner
City of Manitowoc
900 Quay Street
Manitowoc, WI 54220
920-686-6519
bwetenkamp@manitowoc.org

Commission Point of Contact:

Nicole Zacharda, Program Manager
Great Lakes Commission
1300 Victors Way, Suite 1350
Ann Arbor, MI 48108-5203
734-396-6084
nzacharda@glc.org

The individuals signing below certify by their signatures that they are authorized to sign this Contract on behalf of their organizations or entities, and that the Parties shall fulfill the terms of this Contract, including any attached appendices, as set forth herein.

Having read and understood the terms of the Contract, the Parties, by their respective signatures dated below, hereby execute this Contract in two (2) originals. One (1) original shall be retained by each Party. If there is any inconsistency between the documents, the document on file at the Commission shall control.

One fully executed Contract, including the insurance certification and documentation (Appendix C), must be returned to the Commission by November 1, 2025, or this grant offer will be void. Requests for extensions may be granted by the Commission in its sole discretion if made more than seven (7) calendar days in advance of this date.

FOR THE GRANTEE:

Authorized Signatory

Date

Print Name / Title

FOR THE GREAT LAKES COMMISSION:

Joe Bertram, Deputy Director

Date

CONTRACT APPENDICES

Appendix A – Approved Project Work Plan and Budget

Appendix B – Reporting Forms

Appendix C – Insurance Certification and Documentation

Appendix D – NRCS-GLC Cooperative Agreement # NR253A750007C001
(includes federal requirements applicable to both the GLC and Grantee as a subrecipient of funds)

I. PROJECT SCOPE

- (A) This Contract and its appendices constitute the entire Contract between the Commission and the Grantee. The Contract may be modified only by signed written agreement between the Commission and the Grantee. If any provision of this Contract shall for any reason be held by a court of law to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability shall not affect any other provision of this Contract. All remaining provisions of this Contract shall remain in full force and effect.
- (B) The scope of this Project is limited to the activities specified in the approved Project Work Plan and budget (Appendix A, the "Project Work Plan"), which is specifically incorporated by reference herein and made part of this Contract. Changes in Project scope may require prior written approval in accordance with Section III of this Contract.
- (C) By acceptance of this Contract, the Grantee commits to complete the Project, including without limitation meeting or exceeding the approved Phosphorus Reduction Target specified on page one of this Contract, along with other applicable measures of progress identified within Appendix A, and submitting all required reporting during the effective dates of this Contract, in accordance with the terms and conditions of this Contract.
- (D) This Contract is funded by the U.S. Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) through a grant to the Great Lakes Commission. Neither the United States nor any of its departments, agencies, or employees is a party to this Contract.
- (E) The Grantee commits to implement conservation practices to reduce phosphorus and sedimentation only within the area(s) identified in Appendix A and listed on page one of this Contract, and to report on progress and results that specifically relate to the practices described and installed under this Contract.
- (F) Grant funds provided herein cannot be used to provide additional cost-share or pay for technical assistance to plan, design, or install any conservation practice paid for in any part by farm bill programs administered by USDA-NRCS, such as EQIP, other GLRI awards, Clean Water Act section 319 programs or other federally-funded programs.

II. CONTRACT PERIOD

Upon signature by the Grantee, the Contract shall be effective from the Project Start Date until the Project End Date stated on page one of this Contract, unless terminated sooner as provided in this Contract (Section XVII) (the "Contract Period"). The Commission shall have no responsibility to provide funding to the Grantee for Project work performed except for work performed during the Contract Period. Expenditures made by the Grantee prior to the Project Start Date or after the earlier of the Project End Date or the date this Contract is otherwise terminated are not eligible for payment under this Contract.

III. CHANGES

The Grantee must receive prior written approval from the Commission for: (1) any changes to the Grant Contract, (2) material changes to the approved Project Work Plan (Appendix A), which include changes in Project activities that may compromise achievement of the Phosphorus Reduction Target specified on page one of this Contract and other applicable measures of progress, (3) changes to the approved Project budget (including transfers of funds between existing budget categories) in excess of \$5,000 or that will result in a material change to the approved Project Work Plan, or 4) an extension of the Project End Date listed on page one.

All such changes must be requested by the Grantee in writing on organizational letterhead and, if approved, will be formalized by the Commission in writing in the form of an amendment to this Contract. The Commission reserves the right to deny requests for changes to the Contract or to its appendices.

For budget changes totaling less than \$5,000, the Grantee does not need prior approval from the Commission unless the changes will result in a material change to the approved Project Work Plan (e.g., moving funds from an approved conservation practice to a different practice or activity not identified in the existing Project Work

Plan and/or changes that may compromise Grantee's achievement of the Phosphorus Reduction Target). To implement non-material budget changes less than \$5,000 (including annual changes to the Negotiated Indirect Cost Rate Agreement, if applicable), the Grantee should amend its Invoice Form (Appendix B.1) to reflect the adjusted budget amounts in the "Budget Adjustments" column, and then clearly describe all budget changes within the Narrative Progress Report Form (Appendix B.3) for the next reporting period.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

- (A) The Grantee shall complete all deliverables specified in the Project Work Plan (Appendix A) and meet or exceed the approved Phosphorus Reduction Target and other applicable measures of progress during the Contract Period.
- (B) Quarterly Reporting: The Grantee shall be required to complete and submit progress reports at least quarterly (i.e., every three months) following the procedures and schedule detailed below, **even if no Project activity has occurred and no funds are being requested during the reporting period**. These reports shall be due fourteen (14) days after the end of each quarter of the federal fiscal year, which runs from October 1 through September 30. Reports are due as follows:

Reporting Period	Due Date
Q1: October 1 – December 31	January 14
Q2: January 1 – March 31	April 14
Q3: April 1 – June 30	July 14
Q4: July 1 – September 30	October 14

Your first quarterly progress report is due January 14, 2026, with additional progress reports due every three months thereafter. The final quarterly report shall be due no later than October 14, 2029. Failure to submit quarterly reports in a timely fashion may result in Contract termination.

Progress report forms must include a signed (electronic or hard copy) invoice for reimbursement, a description of the conservation practice(s) installed during the quarter, and a narrative report of the Project's activity. "Before," "during," and "after" pictures are also required for the Project and should be submitted with each quarterly report. Quarterly reports must report on the *entire 3-month period*, through the final day of the last month of the reporting period and should not be signed and dated prior to the end of the period.

- (C) Report Submittal: Quarterly report file names must include the Project Number (listed on page one of this Contract) and be labeled according to the federal fiscal year and quarter using the format: FY followed by the last two digits of the federal fiscal year followed by a dash (–) followed by either Q1, Q2, Q3 or Q4 depending on the particular quarter. An example for a report submitted in the second quarter of federal fiscal year 2025 would be GLSNRP-15-00 – FY25-Q2. Please note the federal fiscal year begins on October 1 of each year, thus quarters align with the table in Paragraph (B), above.

To submit a progress report, please use the following procedure:

1. The following three forms (provided to the Grantee as Appendices to this Grant Contract) must be completed for each report:
 - a. Invoice Form (Appendix B.1), signed by an Authorized Representative of the Grantee,
 - b. Load Reduction Reporting Form (Appendix B.2), submitted as an Excel file – no pdfs, and
 - c. Narrative Progress Report Form (Appendix B.3).

Additional material such as pictures and news articles may be included within the narrative report.

2. Access the program webpage at https://www.glc.org/work/sediment/progress_report and fill out the submittal data/information – Project Number, Contact Name, Email, and Project Title in the web form.

3. Upload each form by clicking on the Choose File buttons and finding the appropriate completed form in your files.
4. Once all forms have been selected, submit the web form.

(D) Final Project Report: The Grantee shall provide a Final Project Report using the final report form and instructions provided at https://www.glc.org/work/sediment/final_report, as well as a final Invoice Form (Appendix B.1) for all remaining eligible Project expenses and a final Load Reduction Reporting Form (Appendix B.2). The final report narrative form is available on the webpage. Final Project Report procedures for submittal are similar to those listed above for the quarterly reports. The Final Project Report, Invoice Form, and Load Reduction Reporting Form must be submitted by the earlier of ninety (90) days after the completion of the Project Work Plan or **November 30, 2029**. The Grantee may invoice the Commission for costs incurred in preparation of the Final Project Report, Invoice Form, and Load Reduction Reporting Form; however, Projects are expected to be complete not later than the Project End Date depicted on page one of this Contract.

V. RESPONSIBILITIES

(A) The Commission covenants to:

1. Respond to questions and inquiries from the Grantee in a timely manner.
2. Respond in writing to all requested changes to the Contract, requested material changes to the Project Work Plan (Appendix A), and to requested budget changes in excess of \$5,000.
3. Provide administrative guidance to the Grantee on the Project.
4. Ensure timely review and processing of Narrative Progress Reports and Invoices.
5. Share Project outcomes and progress, including load reductions and innovative approaches, across the Great Lakes region.

(B) The Grantee covenants to:

1. Fulfill all requirements in the Project Work Plan (Appendix A) or as modified by any amendments to the Contract, including the approved Phosphorus Reduction Target specified on page one of this Contract.
2. Appoint a designated staff contact person to serve as the day-to-day contact with the Commission in the administration and execution of the Project (identified as the Grantee Project Manager on page one of this Contract). Should this person change duties or leave the Grantee's organization during the Contract period, the Grantee must notify the Commission of such changes in writing within 30 calendar days of the change, identifying who shall be responsible for the continued direction and management of the Project.
3. Design and install all implementation practices according to USDA-NRCS standards and specifications, applicable state standards, or under the approval of a certified professional engineer or agronomist, as applicable for the specific practice.
4. Obtain all necessary federal, state, and local government permits and approvals where necessary for the proposed work prior to the expenditure of funds for those activities requiring permits.
5. Achieve the total soil and phosphorus reduction savings as specified in the Project Work Plan (Appendix A) and documented within the Load Reduction Reporting Form (Appendix B.2).
6. Provide "before," "during," and "after" pictures of the implementation, media events, and other activities of interest to the Project.

7. Abide by all local, state/provincial, and federal statutes, regulations, rules, and ordinances in the performance of this Project and conduct all work in a lawful and safe manner, consistent with the standards and level of care normally provided for activities of this nature. The Grantee is solely responsible for determining the requirements for and obtaining any permits or licenses that may be required by local, state, or federal statutes, regulations, rules, or ordinances to carry out the activities funded under this Contract.
 8. Preserve and submit appropriate documentation to support reported expenses on quarterly invoices to the Commission, within 14 days after the end of the quarter.
 9. Submit a Final Project Report, final Invoice Form (Appendix B.1), and final Load Reduction Reporting Form (Appendix B.2) due no later than the earlier of ninety (90) days after the completion of the Project Work Plan or November 30, 2029.
 10. Plan and conduct outreach efforts in a timely manner consistent with the requirements of the Project Work Plan (Appendix A). Outreach materials and all communications with the media and the public should acknowledge the Project funders and other cooperators, as appropriate. Additional details are provided in Appendix D of this Contract. The Grantee should seek approval from the Commission prior to using the Commission's logo.
 11. Request changes to the Contract, Project Work Plan, or budget (as described in Section III) in writing on the Grantee's organizational letterhead.
 12. Unless otherwise specified in separate landowner cost-share agreements, the Grantee shall provide necessary maintenance and/or repairs both during and after the specified Contract period to assure continued performance of conservation practices installed consistent with Appendix A, and for the intended life of the conservation practices under the relevant USDA-NRCS practice standard.
 13. The Grantee agrees to inform the Commission as soon as problems, delays, or adverse conditions become known which will materially impair the Grantee's ability to meet the outputs/outcomes specified in the approved Project Work Plan (Appendix A).
- (C) The Grantee and any designee, subcontractor, or agent shall at all times be an organization or entity separate and independent from the Commission. The Grantee shall, under no circumstance during the term of this Contract, be an employee or agent of the Commission. Unless otherwise expressly provided herein, neither Grantee nor Commission shall have the right to bind or obligate the other party in any manner with the other party's written consent. The Commission and Grantee agree that the Commission is not required to withhold income tax for any payment to the Grantee, its employees, or its designees or agents under this Contract, including for reimbursement of expenses, but that it may file informational returns with the U.S. Internal Revenue Service (IRS) or similar federal or state agencies regarding payment made hereunder to the Grantee under conditions imposed by federal, state or local laws applicable to such payments. It is further understood that neither the Grantee, nor its designees, agents, or employees, are employees of the Commission or its component states, within the meaning or application of any federal, state or local unemployment insurance, medical benefits law, retirement benefits law, social security law, or worker's compensation or industrial law or otherwise.
- (D) The Grantee shall secure the necessary personnel to perform the services as described in the approved Project Work Plan (Appendix A), and all personnel shall be employees or shall be under the direct supervision of the Grantee. The Grantee shall accept responsibility for and make payments as required by law for workers' compensation insurance, social security, income tax deductions, unemployment compensation, and any other taxes or payroll deductions as required by law for its employees. The preceding payroll obligations shall be the responsibility of any firm or individual engaged under a subcontract. All personnel, employees, or subcontractors working under this Contract shall be qualified to perform the duties required.
- (E) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by the Grantee or its subcontractors under this Contract. The Grantee or its subcontractor shall, without additional compensation,

correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

- (F) The Commission's approval of any reports, products, work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the accuracy of said reports and the adequacy of the products, work, and materials. The Commission's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Grantee shall be and remain liable to the Commission for breach of any obligation with respect to any reports or services furnished under this Contract.
- (G) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the Commission for the purpose of obtaining this Contract or any payment under the Contract, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. ASSIGNABILITY

The Grantee and its respective directors, officers, and employees shall not transfer, pledge, mortgage, or otherwise assign the value of this Contract or assign or delegate any of Grantee's duties or obligations under this Contract to any other person or entity without the prior written consent of the Commission, which consent the Commission may grant or withhold in its sole discretion.

VII. SUBCONTRACTS

- (A) Subject to all applicable provisions of this Contract, the Grantee may enter into subcontracts for the performance of work under this Contract.
- (B) No subcontract shall be deemed an assignment of Grantee's rights or obligations under this Contract. No subcontract shall relieve Grantee of any of Grantee's obligations under this Contract and Grantee shall remain solely responsible to the Commission for performance of its obligations under this Contract. Except as specifically provided herein, no subcontract shall create any contractual relationship between the Commission and the subcontractor. The Commission shall not be liable to any subcontractor for performance of any obligations under the subcontract including without limitation payment to the subcontractor. The Commission shall consider Grantee to be the sole point of contact for all matters relating to this Contract, including without limitation the payment of any and all charges resulting from the Grant.
- (C) Grantee shall ensure that any subcontractor is qualified to perform the duties required.
- (D) Grantee shall require that all subcontractors comply with the provisions of Sections VIII (Compliance with Federal General Terms and Conditions), as applicable and XI (Conflict of Interest).
- (E) Grantee shall require and ensure that all subcontractors maintain the insurance coverage required pursuant to Appendix C of this Contract. Upon request from the Commission, Grantee shall provide the Commission with proof (i.e., a certificate of coverage) showing that each subcontractor has met the minimum insurance requirements within Appendix C.
- (F) The Grantee and its agents and designees agree to follow procurement standards established under Uniform Guidance 2 CFR 200.

VIII. COMPLIANCE WITH FEDERAL GENERAL TERMS AND CONDITIONS

The Grantee assures and certifies that it has and/or will comply with the requirements contained in the General Terms and Conditions, as contained within page 6 of Appendix D (NRCS-GLC Cooperative Agreement # NR253A750007C001), and as applicable to sub-recipients. Terms may also be accessed via this address: www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html.

IX. DISPUTE RESOLUTION AND GOVERNING LAWS

- (A) The Parties agree to work in good faith to resolve any disputes over the interpretation of the terms of this Contract. If the Parties are not able to resolve their differences, the Parties shall be entitled to submit their dispute to a court of competent jurisdiction as provided herein.
- (B) This Contract shall be construed in accordance with and governed by the laws of the state of Michigan.
- (C) Any suit to enforce or interpret this Contract shall be brought in the federal or state courts of competent jurisdiction in Washtenaw County, Michigan.

X. LIABILITY

- (A) The Grantee agrees to defend, indemnify, save, and hold harmless the Commission, its representatives, employees, agents, officers, directors, and component states from and against any and all liabilities, obligations, penalties, costs, claims, injuries (including death), demands, damages, expenses and losses, including, but not limited to, attorney fees, consultant fees and expert witness fees, arising in whole or in part out of any act, error or omission of the Grantee, its employees, officers, agents or subcontractors, including, but not limited to: a) any negligent or tortious act, error, or omission; b) any failure to perform obligations, either express or implied, under this Contract; c) any misuse, or failure to properly account for the use, of funds received under the Grant; d) any release of any pollutant or hazardous substance or hazardous material, without regard to whether such release is negligent, reckless or violates any applicable local, state or federal ordinance, statute, rule or regulation; and e) any failure to comply with any applicable local, state, or federal ordinance, statute, rule, regulation or requirement including any permit, license or order issued thereunder which governs or applies to the work under this Contract.
- (B) The Grantee understands and agrees that the Commission's only financial obligation with respect to the Grantee in connection with the Project is to provide funding as set forth herein. The Commission shall have no other liability or obligations to or on behalf of the Grantee except those expressly stated herein.
- (C) The Grantee's obligation under Section X(A) shall survive the Project End Date or earlier termination of this Contract and shall remain in full force and effect.
- (D) In the event of Grantee negligence, Grantee shall be responsible for any repairs or replacements to the installed practices (at Grantee's expense) that may be needed to assure continued performance of practices for the intended life of the practice under the relevant USDA-NRCS practice standard. See also Section XVIII, Force Majeure.

XI. CONFLICT OF INTEREST

No interested party, including the officers, employees or members of the board of directors or other governing board of the Grantee, or any other parties that advise, approve, recommend, or otherwise participate in the business decisions of the Grantee, such as agents, advisors, consultants, attorneys, accountants or shareholders shall participate in the Project if they have a direct and predictable personal or financial interest in the Project. This prohibition also includes immediate family and other persons directly connected to the interested party by law or through a business arrangement.

XII. AUDIT AND ACCESS TO RECORDS

- (A) Grantee agrees to maintain any and all Project files for all activities associated with this Contract for a period of three (3) years after the final payment has been issued to the Grantee by the Commission and in accordance with generally accepted accounting principles. The files shall contain at a minimum: the Project Work Plans, copies of all federal and state permits/consultations associated with Project implementation, copies of all financial documents and supporting materials, including source documentation for all accounting records for all costs incurred under this grant. Such documentation shall include, but not be limited to, canceled checks, paid bills, payroll records, and subcontract agreement documents. In addition, Grantee agrees to maintain comparable records of all maintenance and repair work performed pursuant to Section V(B)12 of this Contract until three (3) years after the intended life of the installed practices under the relevant USDA-NRCS practice standard.

- (B) The Commission reserves the right to conduct a programmatic and financial audit of the Project, and the Commission may withhold payment until the audit is satisfactorily completed.
- (C) The Commission, USDA-NRCS, EPA and the federal Office of the Inspector General, at all reasonable times during normal business hours, shall have the right to inspect, audit, and reproduce all records, books, documents, correspondence, instruction, drawings, receipts, vouchers, memoranda, similar data and other evidence, and accounting procedures in any manner relating to this Contract, and the work performed and services rendered hereunder. Furthermore, Grantee agrees to allow an appropriate representative of the Commission, USDA-NRCS, EPA or the federal Office of the Inspector General to interview any officer or employee of the recipient, subcontractor, grantee, sub grantee, or agency regarding such transactions related to this Contract. The Commission may demand, and Grantee shall be required to deliver, forthwith, such additional records, accounts, summaries, and supporting documents as the Commission in its sole discretion may deem appropriate.
- (D) In accordance with Uniform Guidance 2 CFR 200 Subpart F, the Grantee hereby agrees to obtain a single audit from an independent auditor **if it expends \$750,000 or more in total federal funds in any fiscal year**. If this applies to the Grantee at any point during the Contract period, the Grantee shall submit the SF-SAC and a Single Audit Report Package using the Federal Audit Clearinghouse's Internet Data Entry System (see <https://www.fac.gov/>) within the earlier of nine months after the end of the Grantee's audit period or 30 days after receiving the report from the auditor and provide an additional copy to the Commission.

XIII. MATCH REQUIREMENTS

- (A) The Grantee is committed to the Project Match amount listed on page one of the Contract, in accordance with the approved budget in Appendix A. Match cannot be earned prior to the Project Start Date on page one of the Contract. The Grantee shall expend all local match committed to the Project by the Project End Date on page one of the Contract.

Match can be in cash, in-kind or a combination of both. The list below is not exhaustive.

1. Cash is any money received from any source, other than from federal sources, that is part of the applicant's annual budget and audit process and will be utilized in the implementation of the Project.
 2. In-kind includes services or financial contributions to the Project not paid for with the grant or other federal funds. These include:
 - a. Technical and/or administrative assistance provided by the Grantee, other entities, or persons not paid for with the grant or with federal funds.
 - b. All or a portion of the Grantee's indirect costs not otherwise paid for with the grant or with federal funds.
 - c. Use of local and state agency vehicles other than those of the Grantee.
 - d. Cost-share agreements from landowners.
 - e. Unpaid members of local task forces, watershed councils, work groups, citizen groups, etc. are considered volunteers, and may be calculated at the prevailing national minimum wage (currently \$7.25/hour) unless justification is provided for a higher rate. Additional skilled labor may be charged at a higher rate with additional, detailed justification.
- (B) Grantee match from other projects may not be counted toward meeting the specific match requirement of this Contract and must come from non-Federal sources.
- (C) Should the Grantee become aware that it may be unable to provide the Grantee match amount identified on page one of this Contract, the Grantee must:
1. Immediately notify the Commission's Point of Contact of the situation and provide a detailed description of the Grantee's impaired ability to provide the match amount;

2. Specify the steps Grantee plans to take to secure replacement Grantee match in writing for approval by the Commission; and
 3. Indicate the Grantee's plans to either continue or phase out the Project in the absence of Grantee match.
- (D) If the Commission agrees to the Grantee's proposed plans, the Grantee will be notified accordingly. If the Grantee's plans are not acceptable to the Commission, the Contract may be subject to termination or modification. Modifications to proposed Grantee match revisions may be made on a case-by-case basis.
- (E) Failure by the Grantee to notify the Commission in accordance with paragraph (C) above may result in the disallowance of some or all of the costs charged to the grant and possible termination of the Contract.
- (F) The Grantee must maintain records of all Project costs that are claimed by the Grantee as Grantee match, as well as records of costs to be paid with grant funds. If the Grantee's match includes in-kind contributions, the basis for determining the valuation for volunteer services and donated property must be documented.

XIV. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the Commission under this Contract must not be financed by any source other than the Commission under the terms of this Contract. If funding is received through any other source, the Grantee agrees to delete the item(s) in question from its billings, or to immediately refund to the Commission, the total amount representing such duplication of funding.

XV. COMPENSATION

- (A) The Commission shall pay the Grantee a total amount not to exceed the amount on page one of this Contract, in accordance with the approved budget for the Project (Appendix A or its approved amendments), and only for eligible expenses already incurred and paid by the Grantee. Any change in the approved budget meeting the conditions listed in Section III must be approved in advance and in writing by the Commission. All other costs necessary to complete the Project are the sole responsibility of the Grantee. Labor cost charges to this grant must be based upon salaries actually earned and the time actually worked on this Project. Costs that cannot be supported by source documentation or that are incurred outside of the approved Contract Period and budget may be disallowed and may result in a demand for grant funds to be returned to the Commission by the Grantee.
- (B) Payments for work conducted under this Contract are made on a cost reimbursement basis. After reviewing the reports submitted by the Grantee as specified in Section IV for satisfactory progress and approving all submitted expenses, the Commission shall initiate the reimbursement process. This process can take up to 90 calendar days to complete. Compiled reimbursement requests from all Great Lakes Sediment and Nutrient Reduction Program grant projects are submitted to the USDA-NRCS each mid-month. If the Grantee does not submit a complete report, including a signed Invoice Form, by the fourteenth of the month, payment may be delayed by an additional 30 days. **The Commission is not responsible for delayed payments if funds from USDA-NRCS are not provided in a timely manner to cover the reimbursement request from the Grantee, nor is the Commission responsible for delays arising from incomplete or inaccurate reporting by the Grantee.**
- (C) The Commission reserves the right to request additional information necessary to substantiate payment requests.
- (D) Costs incurred by the Grantee prior to the Project Start Date or after the Project End Date of this Contract are not allowed under this Contract and the Commission is not liable for these costs.
- (E) The Commission shall provide an advance of **ten percent (10%)** of the Project budget listed on page one of this Contract to the Grantee upon execution of this Contract. Grantee will draw upon these funds to cover initial costs for the Project and to assist in cash flow during the implementation. Advanced fund expenditures must be noted by the Grantee on the Invoice Form (Appendix B.1).

- (F) Payment for reimbursable Project costs shall be made only upon receipt and approval of quarterly reports as specified in Section IV and described in the approved Project Work Plan (Appendix A). The final reimbursement request for the Contract shall be made only upon receipt and approval of the Final Project Report, final Invoice Form (Appendix B.1), and final Load Reduction Reporting Form (Appendix B.2).
- (G) If the Final Project Report, final Invoice Form (Appendix B.1), final Load Reduction Reporting Form (Appendix B.2) or other Project deliverables are found to be incomplete or otherwise unacceptable by the Commission, or if the Project work has not been accomplished in accordance with the approved Project Work Plan (Appendix A), the Commission reserves the right to retain a **five percent (5%)** holdback of funds until the Project is completed in accordance with Section XVI and Appendix A.

XVI. CLOSEOUT

- (A) A determination of Project completion, which may include a site inspection and an audit, shall be made by the Commission after the Grantee has met all match obligations, satisfactorily completed required reports, and provided products and deliverables described in Appendix A. The determination shall be conveyed to the Grantee in the form of a Final Close-Out Letter from the Commission.
- (B) Upon issuance of final payment from the Commission, the Grantee releases the Commission of all claims against the Commission arising under this Contract. Unless otherwise provided in this Contract or by state law, final payment under this Contract shall not constitute a waiver of the Commission's claims against the Grantee.
- (C) The Grantee shall immediately refund to the Commission any payments made in excess of the documented costs allowed by this Contract.

XVII. TERMINATION

- (A) This Contract may be terminated for cause or convenience by either Party before the Project End Date for any reason subsequent to the provision of 30 days advance notice to the other Party. Any termination notice shall be provided in writing specifying the reasons for termination and new Project End Date. Notices shall be sent by certified mail with return receipt requested.
- (B) If the Contract is terminated, the Grantee shall continue to be responsible and liable for the proper performance of its obligations through the date of termination, unless otherwise instructed by the written notice. The Commission shall honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Contract through the date of termination, upon which time all outstanding reports and documents are due to the Commission and the Commission shall no longer be liable to pay the Grantee for any further charges to the grant. If funds previously advanced to the Grantee have not been expended in the performance of the Project, all unexpended funds shall be returned to the Commission or a settlement shall be negotiated as to the proportion to be reimbursed based on satisfactory work completed.

XVIII. FORCE MAJEURE

Neither of the Parties hereto shall be liable for damages for any delay or default in performance during the term hereof if such delay or default is caused by the occurrence or non-occurrence of conditions beyond its control, including, but not limited to, acts of nature or a public enemy, acts of the government, fires, floods, epidemics, labor disputes, terrorism, threats of terrorism, unusual delivery delays, weather and work stoppages (not issued by the Commission).

XIX. SAFETY

The Grantee agrees that it alone shall be responsible for the safety of its representatives while performing any services hereunder and will familiarize itself with any hazards it may encounter in conducting its work hereunder, including threats arising from any epidemics. The Grantee agrees to comply with all applicable federal, state, municipal and local laws, rules, ordinances and requirements concerning health, safety, and training with

respect to Grantee's work hereunder, including the Federal Occupational Safety and Health Act of 1970, as amended under 29 C.F.R. §1910 et seq., and all standards, rules, regulations and orders which have been or shall be adopted or issued thereunder.