



October 19, 2022

► **REQUIRES IMMEDIATE ACTION** ◀
Clean Vessel Act
Grant# V-1-23
Grant Amount: \$13,500.00

Ronald Pritzlaff, Asst Comm of Public Works
City of Racine
730 Washington Avenue
Racine, WI 53403

Dear Mr. Pritzlaff:

Congratulations! On behalf of the Governor, we are pleased to forward to you a grant agreement for financial assistance for the ***City of Racine Root River Pump Replacement project.***

Please review the agreement and return a copy signed by the authorized official **within 30 days of this letter's date** to Faith Murray, Project Manager, 2984 Shawano Ave, Green Bay, WI 54313 or via email at Faith.Murray@wisconsin.gov. Your grant is not official until you have returned the signed copy. Please read the items checked below, they apply to your project and grant award.

☒ **Grant Award Time Period: October 1, 2022 through September 30, 2023.** All project activities must occur within this time period to be eligible costs for reimbursement.

☒ **Grant Award & Cost-Share Percentage:** The grant award maximum is **\$13,500.00** is based on the state providing up to 75% of eligible costs.

☒ **Reimbursement Check:** Your reimbursement check will be mailed to your attention at the above address. Please notify us if this is not correct.

☒ **Buy America, Build America Act:** With the passage of the "Buy America, Build America" portion of the Bipartisan Infrastructure Law, Subrecipients will need to comply with the Buy America sourcing provisions and associated US Department of Interior (DOI) waiver that are in place as of the grant start-date. There is a current adjustment period waiver in place that expires on January 12, 2023.

If you have any questions regarding the Build America, Buy America Act, please contact Jennifer Gihring at jennifer.gihring@wisconsin.gov or (608) 264-6138.

☒ **Changes to the approved project scope, budget or time frame** may not be made without prior approval from the Department.

Reimbursement claim forms and financial administration information can be found by going to the Reimbursement tab on the Clean Vessel Act web page: <https://dnr.wisconsin.gov/aid/CleanVessel.html>. Please submit reimbursement claim forms for your project to me. Feel free to contact me at the above email address, if you have any questions about your grant award or the reimbursement procedures.

You may be contacted by the Office of the Governor or your state Legislator concerning the issuance of a press release to publicize the grant award. We are pleased to have the opportunity to participate with you on this project.

Sincerely,

Faith Murray

Faith Murray – USFWS Grant Program Manager
Bureau of Community Financial Assistance

State of Wisconsin
Department of Natural Resources
P. O. Box 7921
Madison, WI 53707-7921

US FISH & WILDLIFE SUBAWARD GRANT AGREEMENT
Form 8700-384 Rev. 07/2021

Notice: Collection of this information is authorized under ss. 23.09(11), 23.09(26), 350.12(4), 23.33, and 30.92, Wis. Stats., and chs. NR 7, NR 50, NR 51, and NR 64, Wis. Admin. Code. Personally identifiable information collected will be used for program administration and may be made available to requesters as required under Wisconsin's Open Records Law [ss. 19.31 - 19.39, Wis. Stats].

Subrecipient City of Racine	Project Number V-1-23								
UEI Number RNJWFNVX3J38									
Project Title City of Racine Root River Pump Replacement									
Period of Performance (Project Timeframe) October 1, 2022 through September 30, 2023	Name of Program Clean Vessel Act								
Project Scope and Description of Project <p>The City of Racine will purchase and install replacement pump-out equipment.</p> <p>Location: Colbert Park within the City of Racine along the Root River.</p> <p>Specifications: One single-hose pump out station will be purchased along with hardware to install it on the cement walkway and connect it to existing electric and sanitary infrastructure. The pump out station is located approximately 190' west of Racine's Main Street Bridge and is accessible to boats via a 140ft X 10ft floating dock.</p> <p>Project Management: The project will be managed and maintained by the City of Racine for the 10 year useful life of the project.</p>									
PROJECT FINANCIAL ASSISTANCE SUMMARY:	The following documents are hereby incorporated into and made part of this agreement:								
<table> <tr> <td>Total Project Cost</td> <td>\$18,000.00</td> </tr> <tr> <td>Cost-Share Percentage not to exceed</td> <td>75%</td> </tr> <tr> <td>State Aid Amount not to exceed</td> <td>\$13,500.00</td> </tr> <tr> <td>Subrecipient Share</td> <td>\$4,500.00</td> </tr> </table>	Total Project Cost	\$18,000.00	Cost-Share Percentage not to exceed	75%	State Aid Amount not to exceed	\$13,500.00	Subrecipient Share	\$4,500.00	<ol style="list-style-type: none"> Code of Federal Regulation 2 CFR 200 and 50 CFR85 Application Dated: June 3, 2021 Federal Award Letter Number: F23AP00025 (V-1-23) as modified or amended. Wildlife & Sport Fish Restoration Programs Improvement Act of 2000 – CFDA # (15.616)
Total Project Cost	\$18,000.00								
Cost-Share Percentage not to exceed	75%								
State Aid Amount not to exceed	\$13,500.00								
Subrecipient Share	\$4,500.00								

A. General Conditions:

1. The State of Wisconsin Department of Natural Resources (Department) and the Subrecipient mutually agree to perform this agreement in accordance with the Clean Vessel Act program provisions and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps and also any assurances attached and made a part of this agreement.
2. Federal funds used for this project are part of a Sport Fish Restoration grant, Federal grant F23AP00025, CFDA # 15.616, awarded to the Department and administered by the U.S. Fish & Wildlife Service, hereby incorporated by reference. As a subrecipient of these federal funds, the Subrecipient (UEI # RNJWFNVX3J38) agrees to comply with 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards (also referred to as "Uniform Guidance"), which are hereby incorporated by reference. A summary of the terms and conditions may be found at <https://www.fws.gov/grants/atc.html>.
3. Eligible costs under this subaward grant include only those allowable costs incurred during the period of performance.
4. This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are superseded. Any revisions, including cost adjustments, must be made by an amendment to this agreement or other written documentation, signed by both parties, prior to the termination date of the agreement. Time extensions and scope changes to the agreement may be granted to the Subrecipient by the Department in writing without the requirements of Subrecipient signature.
5. Failure by the Subrecipient to comply with the terms of this agreement shall not cause the suspension of all obligations of the State if, in the judgment of the Secretary of the Department, such failure was due to no fault of the Subrecipient. In such case, any amount required to settle at minimum costs of any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the Department's discretion.

The Subrecipient:

6. Agrees to comply with all applicable state, local and federal statutes and regulations in fulfilling terms of this Agreement, including but not limited to, general and special zoning, land use permit requirements, disability access, environmental quality, historical and archeological preservation. In particular, the Subrecipient agrees to comply with the provisions of Federal Code of Regulations, 2 CFR 200 and 50 CFR85, which are hereby incorporated by reference, as well as comply with all applicable local and state contract and bidding requirements. The Subrecipient should consult its legal counsel with questions concerning contracts and bidding.
7. May decline the offer of financial assistance provided through this agreement, in writing, at any time prior to the starting of the project and before expending any funds. After the project has been started or funds expended, this agreement may be rescinded, modified, or amended only by mutual agreement in writing.
8. Shall secure all applicable permits, licenses and approvals, including storm water, waterway, and wetland regulatory permits and approvals, required by federal, state or local agencies and must be obtained prior to project construction and complied with fully during project construction and the life of the project.
9. Agrees to maintain the access site for the useful life years of the project. The 10 years begins upon completion of the project construction. The Subrecipient agrees to keep the property operational and complete routine maintenance so the property will remain open to the public for the purpose for which this grant was given. This grant agreement is enforceable for the useful life of the project.
10. Agrees not to convert or approve conversion of any improvement constructed using grant monies from the Department to any use inconsistent with the type of use for which this grant was awarded, during the useful life of the improvement.
11. Agrees to reimburse the Department of any and all funds the Department deems appropriate in the event the Subrecipient fails to comply with the conditions of this agreement or project scope as described, or fails to provide public benefits as indicated in the project application, proposal description or this agreement. In addition, should the Subrecipient fail to comply with the conditions of this agreement, fail to progress due to non-appropriation of funds, or fail to progress with or complete the project to the satisfaction of the Department, all obligations of the Department under this agreement may be terminated, including further project cost payment.
12. Agrees to conform to generally-accepted accounting principles and practices for project funds and to record project funds in a separate account. All financial records, including invoices and canceled checks, that support all project costs claimed by the Subrecipient, shall be kept and made available for inspection throughout the entirety of the agreement and for three (3) years after final payment is issued by the Department.
13. Agrees to submit all requests for cost reimbursement within two (2) months from the project end date. Reimbursement requests shall be submitted on forms provided by the Department and accompanied by proofs of purchase and proofs of payment for costs being claimed. The Subrecipient shall also complete *DNR Form 9300-230* <http://dnr.wi.gov/files/PDF/forms/9300/9300-230.pdf>,

titled Partner Financial Data Report, and submit the completed form along with required documentation to the Department along with each submitted reimbursement request.

14. Agrees to report data and information acquired as part of the project to the Department in the format specified by the Department.
15. Agrees interim and final performance reports shall be submitted to the Department, as outlined below. Reports must be submitted on forms provided to the Subrecipient by the Department. The Subrecipient agrees to abide by modified reporting dates provided by the Department in the event the time period of this grant agreement is modified.

Report Title	Reporting Period	Due Date
Final Performance Report	10/1/2022-09/30/2023	10/31/2023

16. Agrees staff of the U.S. Fish and Wildlife Service and the Department, their agents, or any of their duly authorized representatives, shall have access to any books, records, documents, and other evidence you maintain for the purpose of inspection, audit, and copying and to provide facilities for access and inspection of these records. In addition, staff of the U.S. Fish and Wildlife Service and the Department or their agents or any of their duly authorized representatives shall have access to all records which relate to any dispute, appeal, or litigation, or the settlement of claims arising out of such performance, or costs or items to which an audit exception has been taken.
17. Agrees that the Department may, upon reasonable notice, inspect the job site or premises for the purposes of ensuring that performance is progressing, that the project has been completed in compliance with this agreement, and that the project is maintained in accordance with the terms of this agreement. The Subrecipient further agrees that a final inspection of the project by the Department will occur within 60 days of the end of this agreement or upon completion of the project, whichever comes first. The inspection must occur before final reimbursement can be processed by the Department.
18. Agrees total cost sharing provided through any combination of state and federal funds shall not exceed 100% of all eligible costs.
19. Agrees to display signs at the site acknowledging funding through the Sport Fish Restoration Act and the Wisconsin Department of Natural Resources.
20. Agrees that if the Subrecipient expends federal grant funds totaling \$750,000 or more during the fiscal year and the those funds were received from a State or Federal agency, the Subrecipient agrees to have an annual audit performed in accordance with 2 CFR Part 200 Uniform -- Administrative Requirements, Cost Principles, & Audit Requirements for Federal Awards and WI State Single Audit Guidelines issued by Wisconsin Department of Administration, State Controller's Office, and found at <https://www.ecfr.gov/cgi-bin/text-idx?SID=9b51e871f90641719d99f048171d1e3c&mc=true&node=sp2.1.200.e&rgn=div6>.
21. Agrees to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Subrecipient's employees, agents or representatives.
22. Agrees, in connection with the performance of work under this agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: 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. The Subrecipient further agrees to take affirmative action to ensure equal employment opportunities, as required by law. The Subrecipient agrees to post in conspicuous places available, for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
23. All facilities constructed with assistance from this program must be accessible to persons with disabilities. Federal law requires compliance with the Architectural Barriers Act, 42 U.S.C. s. 4151 *et seq.*, the Americans with Disabilities Act, 42 U.S.C. s. 12101 *et seq.*, and the Rehabilitation Act, 29 U.S.C. s. 701 *et seq.*
24. Agrees to complete a self-inspection certification report by submitting DNR Form 8700-387 as directed by the DNR. A failure to provide the information may result in the Subrecipient's loss of eligibility to apply for future outdoor recreation grants or the withholding of reimbursements for pending grant projects.

The Department:

25. Promises, in consideration of the covenants and agreements made by the Subrecipient, to obligate for the Subrecipient the maximum amount of \$13,500.00, and to tender to the Subrecipient that portion of the obligation which is required to pay the Department's share of the costs based upon the state providing up to 75 percent of eligible project costs. The Subrecipient

promises, in consideration of the promises made by the Department, to execute the project described in accordance with this agreement.

26. Reserves the right to inspect the site or premises for the purposes of ensuring that performance is progressing, that the project has been completed in compliance with this agreement, or that the project is maintained in accordance with the terms of this agreement.
27. Agrees that the Subrecipient shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided in this document. The Department takes no responsibility of supervision or direction of the performance of the agreement to be performed by the Subrecipient or the Subrecipient's employees or agents. The Subrecipient is an Independent Contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Subrecipient's employees or agents.

B. Special Conditions:

The following special project terms and conditions were added to this agreement before it was signed by the parties hereto:

1. Additional Conditions:
 - a. DNR has provided details regarding the Buy America, Build America Act (sections 70901-52 of the Infrastructure Investment and Jobs Act, Pub. L. 117-58) to the sub-recipient. These requirements will be included by reference in the sub-award agreement executed between DNR and the sub-recipient. DNR expects the sub-recipient to comply with requirements of the Act and associated US Department of Interior (DOI) waiver that are in place as of the grant start-date. The current DOI waiver was approved on 7/13/22 and expires 1/12/23. DNR does not intend to require the sub-recipient to alter the project approach if the status or language in the DOI waiver are modified upon its expiration. It is infeasible for the sub-recipient to alter the design, bid provisions, and terms of contractual services when the project is in progress. However, requirements of the Act may be incorporated into the grant agreement as part of future scope modifications, if determined to be applicable and necessary by DOI-USFWS.
2. Program-specific or Project-specific Conditions:
 - a. Subrecipient agrees to notify the Department in writing at least 30 days before closing of any planned sale or other change in the ownership of the described property during the Public Access Useful Life. The Subrecipient agrees to notify the prospective buyer of the Public Access Useful Life, which shall transfer to the new property owner at closing.

The persons signing for the Subrecipient represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY

By _____
(Signature)

By Faith Murray
Faith Murray
USFWS Grant Program Manager
Bureau of Community Financial Assistance

(Title)

(Date)

10/19/22
(Date)