

**GRANT AGREEMENT
BETWEEN THE

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL RELATIONS
WISCONSIN COASTAL MANAGEMENT PROGRAM

AND

TOWN OF LA POINTE**

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 **TOWN OF LA POINTE** ("Grantee") with a DUNS Number of 02081303358, for the Performance Period of the date this agreement is signed by the State through **April 30, 2021**.

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 **Fifteen Thousand Dollars (\$15,000.00)** and the Grantee agrees to provide **Twelve Thousand Five Hundred Dollars (\$12,500.00)** 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

TOWN OF LA POINTE

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

BY: _____
Jim Patterson

BY: _____
Dawn Vick

TITLE: **Town Board Chair**

TITLE: **Administrator**

DATE: _____

DATE: _____

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GENERAL TERMS AND CONDITIONS

ARTICLE 1. CONTRACT ADMINISTRATION

The Division employee responsible for the administration of this Agreement shall be **Lauren Leckwee**, 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 **Lisa Potswald**, 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 **May 1, 2020** through **April 30, 2021** (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

Variations 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 **55%** of the total cost or not to exceed **Fifteen Thousand Dollars (\$15,000.00)**. The Grantee shall provide **45%** of the total cost, or **Twelve Thousand Five Hundred Dollars (\$12,500.00)**. 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, 9th 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 – 020.41

1. Type of Project (check one):	<input type="checkbox"/> Coastal Wetland Protection and Habitat Restoration <input type="checkbox"/> Nonpoint Source Pollution Control <input type="checkbox"/> Coastal Resources and Community Planning <input type="checkbox"/> Great Lakes Education <input checked="" type="checkbox"/> Public Access and Historic Preservation
2. Project Title (max. 15 words): Construction of Passenger Shelter For Madeline Island Ferry Passengers	
3. Organization applying: Town of La Pointe	5. Organization DUNS Number: 02081303358
4. Contact Person and Address: Lisa Potswald, Town Administrator _____ PO Box 270 _____ La Pointe, WI 54850 _____ Phone: 715-747-6914 Email: administrator@townoflapointewi.gov	6. Primary County where project is located: Ashland
	7. Other Counties where project is located: N/A
	8. Congressional District #: 7th
	9. State Senate District #: 25
	10. State Assembly District #: 74
11. Total Project Cost: \$ 30,000	
12. WCMP Share: \$ 15,000	14. WCMP Percent: 50 %
13. Applicant Share: \$ 15,000	15. Applicant Percent: 50 %
16. Brief Summary of the Project (300 word maximum, use this page only). Include (1) Project Description and (2) Project Outcomes:	
<p>PROJECT DESCRIPTION</p> <p>The Town of La Pointe received \$1,346,600 from the Harbor Assistance Program (HAP) to complete a Town Dock rehabilitation project scheduled to begin in October 2019. There is presently no passenger shelter located on the dock to keep passengers out of the wind, rain or snow while they wait for the ferry. The Town of La Pointe originally submitted an application to request \$52,000 to construct the passenger shelter on the Town Dock with a capacity for 20 people. Two factors contributed to a change in this project.</p> <p>Change in Funding Availability The passenger shelter was originally engineered to be additional square footage added on to the dock structure. This included sinking pylons on the south side of the existing dock, forming concrete around the supports, and constructing the shelter on top of the new addition, at an estimated cost of \$130,000. When the Town was informed of the partial HAP award (the Town requested \$3,015,000), the scope of the whole dock project had to be cut back. The Town’s Harbor Committee proposed the following:</p> <ol style="list-style-type: none"> a. Move the passenger shelter to a location on the existing dock structure. b. Change the passenger shelter to a concept similar to the style of a bus shelter. <p>Change in Community Focus A Public Arts Committee was formed in 2018 with the support of the Town Board to select art project locations and choose art that reflects the uniqueness and diversity of the Island. Their first project will be the passenger shelter. The Committee has not yet settled on what the specific art will be but has plans to use the passenger shelter as a focal point of applying art to the Town Dock project. The new passenger shelter concept provides a great opportunity for an artistic application.</p> <p>PROJECT OUTCOMES</p> <ol style="list-style-type: none"> 1. Ferry passengers will benefit by the protection from bad weather while waiting for the ferry. 2. Public access to the ferry and to the Island will be increased because this amenity is known to be available to passengers – they will be more likely to want to use the ferry. 3. The amenity will remain permanently on the dock because the construction plan will reduce the likelihood of damage or destruction from weather or waves. 	

Attachment A

Grant Agreement # AD199124 – 020.41

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

There is presently no shelter on the Town dock for ferry passengers to wait for the ferry out of the weather. The closest sheltered waiting areas are the pergola or inside the post office at the entrance to the dock, over 250 feet from where the ferry landings are. See Site Plan which shows the present makeshift waiting locations and the location of the proposed passenger shelter. The 'X' depicts where the ferry lands in inclement weather. The proposed structure would provide a sheltered waiting area for approximately twenty passengers to wait for the ferry to arrive be out of the weather.

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.

a. The project is to construct a shelter for approximately 20 ferry passengers that is adjacent to the ferry landings – refer to the Site Plan and Site Photographs. The shelter will be engineered and constructed by driving two piles and spanning steel framing from the existing dock to the new piles. The frame will support precast concrete decking upon which the shelter will sit. The design is being revised from the original plan to the driven pile with steel framing. It is being revised as a cost savings measure, and the design and engineering has been evaluated to support this design change. The preliminary engineering report was submitted to the USACE for the Section 408 permit.

b. This is one component of the Town Dock Improvement Plan developed in 2011 through a community-wide planning process facilitated by SmithGroup. Other components include adding a lane and a sawtooth on the north side of the dock, and to add storage area at the end of the dock.

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.glr.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. Use the suggested indicators listed below, or others that are appropriate to your project.

Type of Project	Suggested Indicators
Wetland Protection and Habitat Restoration	<ul style="list-style-type: none"> • Acres of habitat restored or protected • Endangered species protected • Type of habitat or ecosystem protected or restored
Nonpoint Source Pollution Control	<ul style="list-style-type: none"> • Reduction in pounds of Phosphorus delivery • Reduction in tons of soil erosion/sedimentation
Great Lakes Education	<ul style="list-style-type: none"> • Number of people trained • Projected audience
Coastal Resources and Community Planning	<ul style="list-style-type: none"> • Number of municipalities included in a plan • Population affected by the plan • Land area/coastline covered by the plan • Type of coastal resource (e.g., habitat) protected • Ordinances developed
Public Access and Historic Preservation	<ul style="list-style-type: none"> • Linear feet of coastline made accessible or acquired • Population affected • Acres Acquired

a. PROBLEM, NEED, PRIORITY

The Town Dock currently lacks ferry passenger amenities such as a sheltered waiting area to keep out of the wind and weather conditions coming across the lake. The plan calls for constructing and installing a shelter on the dock for approximately 20 passengers to wait in for the ferry's arrival. Lack of a sheltered waiting area is more of an issue in the winter months. The ferries run less often in the winter, so waiting periods are longer, and the weather is far more challenging to wait in.

b. COMPLIANCE WITH LOCAL, STATE, NATIONAL PLANS

Attachment A

Grant Agreement # AD199124 – 020.41

The proposed La Pointe Town Dock complies with various state, location, and regional plans, especially for transportation and public access improvement to the island. Two examples of plan compliance are detailed in the following paragraphs.

- Wisconsin Statewide Comprehensive Outdoor Recreation Plan (SCORP): The 2011-2016 Wisconsin SCORP which follows the national America’s Great Outdoors (AGO) Initiative, by reconnecting the public to recreation resources for conservation purposes. One of the overarching goals of SCORP is to connect urban and rural populations to the outdoors. The proposed La Pointe Town Dock project will improve public access to the Big Bay State park and other wildlife areas on the island. Additionally, island residents will have easier access to the natural resources on the mainland such as Chequamegon National Forest, Ottawa National Forest, and Nourse Sugarbush State Natural Area. As a result of this project, it will be easier for residents and visitors to enjoy Wisconsin’s resources on both sides of the Lake Superior water. The shelter project provides an amenity for residents and visitors which protects them from the weather.
- La Pointe Comprehensive Plan: The La Pointe Comprehensive Plan considers the time frame from 2006 through 2025. The second goal of the plan, to improve the transportation network, will be furthered by this project. It adds a passenger/visitor amenity that is presently not available, which bolsters the transportation network.

c. PERMANENTLY ADDRESSES

The Town Dock has remained in the same size and configuration as when it was originally built, with no amenities such as protection from the weather for waiting passengers. This project will permanently resolve that problem through construction of a shelter from the weather.

d. PROJECT LEVERAGES

The preconstruction phase of the Town Dock project is fully funded, with 40% of preconstruction being funded through the Wisconsin Coastal Management Program. Completion of the preconstruction phase scheduled for May 2019 indicates that the Town is ready and able to move to the construction phase. Completion of the construction project will leverage the newly purchased larger ferry boat, planned to be operational in 2019, as the dock is presently not big enough to facilitate a larger ferry than the Madeline Island Ferry Line presently owns. While the windsled provides access between the time the Ferry Line shuts down and the establishment of an ice road, the windsled is limited in the capacity to carry passengers and goods/materials, and it is not comfortable to travel in due to the noise from the engines and the often-bumpy ride. A new and larger ferry will increase public access to the Island because it will be engineered to cut through thicker ice than the present ferries, increasing safe and comfortable access to the Island for an extended period of winter and spring time. It is important that the Town Dock have a sheltered waiting area for the comfort and safety of passengers.

e. MEASURABLE RESULTS

- The number of passengers who use the shelter. It is anticipated that most, if not all, passengers will use the shelter to wait for the ferries’ departures. The Madeline Island Ferry runs approximately 4500 round trips per year. If 10 people use the shelter for every ferry trip, usage will total 45,000 people (not unduplicated).

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. PROJECT TASKS

<u>Task</u>	<u>Timeline</u>	<u>Milestones</u>
1. Project is published for bid	April 2019	Documents appear in the newspaper
2. Town Board approves low bid	June 2019	Contract with successful bidder is signed
3. Construction begins	October 2019	Construction equipment is present
4. Construction is completed	May 2020	Shelter construction is complete

b. DELIVERABLES

Attachment A

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The deliverable is the completed construction of the shelter for passengers to use.

c. PUBLIC PARTICIPATION

The long-term planning process for this project was facilitated by SmithGroup and was conducted in an open and transparent manner. Numerous stakeholder interviews, public input sessions and open work session with the Town of La Pointe Harbor Committee were held throughout the planning process. All sessions were advertised and were well-attended. Stakeholder interviews were held to gather a list of common themes which resulted in conceptual drawings put forth for review and discussion. Two community input sessions were held in June and August 2011, asking the participants to refine the list of ideas and conceptual drawings that represent the long-range plans for improvements and enhancements of the La Pointe harbor. This plan is the basis for the expansion of the Town of La Pointe dock. A public meeting was held on September 14, 2017 to update interested people about the dock plans. The meeting was publicized widely. Approximately 20 people from the community attended. SmithGroup staff presented information and answered questions. Those present were clearly excited about the inclusion of the shelter amenity.

d. CHANGING LAKE LEVELS

Changing Lake Levels

The La Pointe Town Dock was constructed to function under a range of lake levels. The current lifts are adaptable to the current water elevation. The proposed La Pointe Town Dock project will also be functional under the same varying lake levels. The new ramp that will be installed for the Madeline Island Ferry Docking will also be adjustable. In the future, Lake Superior is anticipated to see a decrease in lake levels with the warming environment due to increased evaporation.

Climate Change & Historical Use

Being this is a public access project resilient design is incorporated into the scope by meeting the increased ferry traffic needs for the future.

Currently the 2-1/2 mile stretch between the Town of La Pointe & Bayfield is crossed by the Madeline Island Public Ferry when the water is navigable. During the winter months when transport by ferry is impractical due to the ice, the town relies on two modes of transportation. While the lake ice is impassable by boat and still is unstable, the passengers between La Pointe and Bayfield use a gliding boat, or locally known as a “windsled” as a means of transport. Once the ice thickens and solidifies to a depth of 11”, a road is plowed over the Lake Superior ice between Bayfield and Pointe which will support car and small truck traffic.

Currently, the windsled and ice road are the winter means of transport for residents including schoolchildren. An elementary school open to kindergarten through 6th grade operates on Madeline Island. However, after 6th grade schoolchildren must attend school across the water in Bayfield. This means, in the winter months, middle and high school students must take either the windsled or drive the ice road to attend class.

Historically, ice cover on the Great Lakes has been decreasing and is expected to decrease further. The Great Lakes Integrated Sciences and Assessments Program (GLISA) states that “from 1973 to 2010, annual average ice coverage on the Great Lakes declined by 71%.” A recent study conducted by NASA and the National Science Foundation studied the lake warming level of Lake Superior. The study found that Lake Superior is warming at rate of 2 degrees Fahrenheit per decade, which is three times the global average. According to Jay Austin, a professor at the Large Lakes Observatory at University of Minnesota Duluth, 3 or 4 degrees Fahrenheit warmer could determine whether Lake Superior receives ice cover.

Finally, due to the very high lake level (602.66 feet on August 31, 2018; record 603.31 feet in 1985), there are safety concerns for passengers both traversing the dock and waiting on the dock for the ferry from waves washing on to and over the dock. The shelter will provide passengers with a protected area for waiting that will prevent passengers from becoming wet or being washed off the dock.

Proposed Climate Change Response

Following this historic and current trend of global warming, decreased ice cover will mean more dependence on the Madeline Island Ferry Line. This project will increase and ensure ferry capacity and public access to the mainland for the future by providing a shelter that protects passengers from the weather and waves.

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 costs in the categories listed in the first table.

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Activity	WCMP Request	Match	Total
Personnel	\$	\$	\$
Fringe Benefits			
Equipment			
Travel			
Supplies	\$10,000	\$10,000	\$20,000
Contractual (see below)	\$ 1,500	\$ 1,500	\$ 3,000
Construction	\$ 3,500	\$ 3,500	\$ 7,000
Other			
Indirect Charges			
Totals	\$15,000	\$15,000	\$30,000

- 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
	\$	\$	\$
Contractual			
Construction Administration			
- Research and approve product	\$1,500	\$1,500	\$3,000
- 1 onsite visit			
Hotels			
Meals/Incidentals			
Mileage			
Ferry fees			
Contingency			
Totals	\$1,500	\$1,500	\$3,000

6. Budget Description

- Describe the composition and source of the matching funds. Also, indicate whether nonfederal matching funds have been secured or committed.
- 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.
- Describe efforts to fully explore other grant funding sources, to establish the project's need for WCMP funding.

a. MATCHING FUNDS

Matching funds for this project include 1) The yearly Town Dock lease revenue of over \$59,000 for 2019 and \$61,000 in 2020; 2) Levy dollars in an amount yet to be determined which will be budgeted in 2019; 3) Possible grant funding from the Wisconsin Harbor Assistance Program for project construction; and 4) A financial contribution from the Madeline Island Ferry Line of 20% of the total cost of the shelter project, or \$6,000.

b. LEVERAGE FUNDS

The funding potentially provided by this and a previous Coastal Management grant will leverage funds from other sources for the construction of the Town Dock shelter. It demonstrates that the Town is proceeding with the project and has done due diligence thus far. The Madeline Island Ferry Line has signed an agreement with the Town to contribute funds to this project.

c. OTHER GRANT SOURCES

None.

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

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

Attachment A

Grant Agreement # AD199124 – 020.41

a. PARTNERSHIPS

Organization & Agency Alliances

Through the increased ferry transportation opportunity and added amenity, this project will provide benefits to a number of organizations and agencies. These include the Madeline Island Chamber of Commerce members who can advertise the shelter to tourists and business staff living on the mainland, the Bayfield School District because school children waiting for the ferry don't have to wait in the inclement weather, and individual residents of the island.

Benefiting Agencies

Access to the Big Bay Sand Spit & Bog State Natural area will be improved. Operated by the WDNR, this State Park is only accessible by taking the Madeline Island Ferry. According to 2010 visitation levels by property, Big Bay experienced 142,447 visitors per year and total \$5,838,104 visitor expenditures annually. By helping provide increased transportation capacity and safety to visitors the WDNR should experience benefits from this project by making it easier for visitors to access Big Bay State Park.

Access to the Madeline Island Museum will be improved. The Madeline Island Museum is a Wisconsin Historical Site, having been donated to the state in the 1960s, and represents the more than 300 years of history on Madeline Island. There are also 4 other properties listed on the State Register of Historic Places on the island.

Benefiting Organizations

Construction of the shelter will allow for further economic development of Madeline Island. People on foot and with bicycles are more likely to take the ferry to the Island knowing that they have a protected place to wait near to where the ferries dock.

b. STRATEGIES

Outreach, & Education

Currently there is limited wayfinding signage for visitors to the island. As part of this project, historical and cultural signage will be placed at the La Pointe ferry dock, including in and around the shelter structure. This signage would educate the public about the island's unique assets such as:

- The Madeline Island Historical Museum offers exhibits that speak to the island's importance as a fur-trading outpost and as a regional destination for Chippewa Tribe gatherings.
- The La Pointe Indian Cemetery has long been revered for its historical and sacred significance and, in 1977; it was listed in the National Register of Historic Places (RRHP #77001665).
- Big Bay State Park located on the northeastern part of the island attracts those seeking outdoor recreation and relaxation and at nearly 2350 acres, the picturesque state park offers a 1.5 mile long sand beach, hiking trails, campground facilities and day-use picnic areas. The park's sheltered embayment is the largest of any found throughout the Apostle Islands and is part of a unique ecosystem that includes a long coastal barrier spit, coastal fens and bogs, shrub and tamarack swamps, beaches and dunes and a xeric pine forest.

c. COAST-WIDE PROJECTS

There are no coast-wide projects or solutions identified that this project would currently fulfill.

d. UNDERREPRESENTED COMMUNITIES

Bad River Band of the Lake Superior Tribe of Chippewa Indians

The Bad River Band of the Lake Superior Tribe of Chippewa Indians, a federally recognized tribe of Ojibwe people, will have access to improved and safer transportation as a part of this project. In the LaPointe treaty of September 30, 1854, tribe ceded the upper one third of what is now Wisconsin to the U.S. government, including Madeline Island. The tribe currently resides in a reservation along the south shore of Lake Superior in Ashland and Iron Counties which includes 200 acres on Madeline Island itself. This 200-acre land on Madeline island is considered the longtime capitol and cultural/religious center of the Ojibwa Nation. Additionally, an Ojibwa Memorial Park & Cemetery are located on Madeline Island. From the Bad River Tribe's shoreline reservation in Ashland, their reservation on Madeline Island and these heritage sites are only accessible by water via the Madeline Island Ferry. By increasing the capacity of the ferry line through this project, the underrepresented community of the Bad River Band of Lake Superior Chippewa tribe will have improved opportunities to move between their shoreline reservation and Madeline Island, and for walk-on passengers to wait for transportation in a sheltered area.

Attachment A

Grant Agreement # AD199124 – 020.41

LIST OF ATTACHMENTS

Grant Application Checklist and Certification

Environmental Review checklist – this is included with the Town of La Pointe application since the project will be a construction project once the preconstruction phase is complete.

- Site Photographs
- Site Plan
- Preliminary Engineering Report (Drawings)
- Affidavit
- Historical Evaluation conducted by Heritage Research LTD, September 29, 2018

Letters of Support – also submitted with the WCMP 2017-2018 grant

- Madeline Island Ferry Line
- Madeline Island Historical Museum
- Nelson Construction
- Madeline Island Chamber of Commerce

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.