



STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION

Tony Evers, Governor
Joel Brennan, Secretary
Dawn Vick, Division Administrator

June 21, 2021

Nader Jaber
PE
City of Milwaukee
841 North Broadway
Rm 820
Milwaukee, WI 53202-3640

Mr. Jaber:

RE: Wisconsin Coastal Management Program Grant Agreement No. AD219129-022.25

Congratulations! Your request for funds has been approved. Enclosed is one copy of the proposed grant agreement between City of Milwaukee and the Department of Administration (DOA), Division of Intergovernmental Relations. Your award is subject to the conditions described in Attachments A, B, E and F of the Award. If your grant amount is over \$100,000, you are required to complete and return federal form CD-512, "Certification Regarding Lobbying." Please sign the grant agreement and form CD-512 (if applicable) and return all pages of the documents within 20 days of receipt to:

Grants Specialist
Division of Intergovernmental Relations
Department of Administration
101 East Wilson Street, 9th Floor, PO Box 8944
Madison, WI 53708-8944

You will receive one signed copy of the agreement, along with the DOA purchase order covering this agreement. The Coastal Management Grant agreement will become effective on the date of the DOA signing.

Please review all the materials carefully and distribute them to the appropriate members of your organization. We look forward to a close and complementary working relationship with you. If we may be of further assistance, please call me at (608) 267-7982.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Friis".

Michael Friis, Manager
Wisconsin Coastal Management Program

Enclosures

cc: Dawn Vick, Administrator
Division of Intergovernmental Relations

, Program and Policy Analyst
Wisconsin Coastal Management Program

**GRANT AGREEMENT
BETWEEN THE

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

AND

CITY OF MILWAUKEE**

THIS AGREEMENT is made and entered into by and between the Division of Intergovernmental Relations (“Division”), Department of Administration (“Department”), representing the State of Wisconsin (collectively “State”), and **CITY OF MILWAUKEE** ("Grantee") with a DUNS Number of 006434211, for the Performance Period of the date this agreement is signed by the State through **June 30, 2022**.

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 **Twenty-Eight Thousand Five Hundred Eighty-Three Dollars (\$28,583.00)** and the Grantee agrees to provide **Twenty-Eight Thousand Five Hundred Eighty-Three Dollars (\$28,583.00)** for eligible activities herein described; and

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

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

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

The following documents are part of this Agreement:

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

CITY OF MILWAUKEE

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

BY: _____
Jeffrey S. Polenske

BY: _____
Dawn Vick

TITLE: Commissioner of Public Works

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 , 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 **Nader Jaber**, who shall represent the Grantee's interest regarding Agreement performance, financial records and related considerations. The Division shall be immediately notified of any change of this designee.

ARTICLE 2. APPLICABLE LAW

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

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

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

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

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

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

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

ARTICLE 4. SCOPE OF WORK

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

2. Special Requirements apply to public access, land acquisition and habitat restoration projects and are detailed in Attachment C.
3. Work Products - The Grantee shall complete all work tasks that they committed to in their application submission (Attachment A). Failure to meet this requirement may result in termination of this contract under "Cancellation for Cause", Article 12 of this contract.

ARTICLE 5. PERIOD OF PERFORMANCE

The effective period of this Agreement shall be for the period **July 1, 2021** through **June 30, 2022** (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 **NA21NOS4190086**. 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 **50%** of the total cost or not to exceed **Twenty-Eight Thousand Five Hundred Eighty-Three Dollars (\$28,583.00)**. The Grantee shall provide **50%** of the total cost, or **Twenty-Eight Thousand Five Hundred Eighty-Three Dollars (\$28,583.00)**. 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 # AD219129 – 022.25

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 checked="" type="checkbox"/> Great Lakes Education <input type="checkbox"/> Public Access and Historic Preservation
2. Project Title (max. 15 words): A Replicable Framework to Better Understand Underrepresented Communities to Guide Future Water Quality Outreach Initiatives	
3. Organization applying: City of Milwaukee	5. Organization nine-digit DUNS Number: 00-643-4211
4. Contact Person and Address (include full, <u>nine-digit</u> zip code): Nader Jaber, PE _____ 841 North Broadway, Room 820 _____ Milwaukee, WI 53202-3640 _____ Phone: (414) 286-0514 Email: njaber@milwaukee.gov _____	6. Primary County where project is located: Milwaukee
	7. Other Counties where project is located: None
	8. Congressional District #: 4
	9. State Senate District #: 3, 4, 6, 7
10. State Assembly District #: 7, 8, 9, 10, 11, 12, 16, 17, 18, 19, 20	
11. Total Project Cost: \$57,166	
12. WCMP Share: \$28,583	14. WCMP Percent: 50%
13. Applicant Share: \$28,583	15. Applicant Percent: 50%
16. <u>Brief Summary of the Project</u> (300 word maximum). Include (a) Project Description (1-2 paragraphs) and (b) Tasks/Deliverables (title and 1-2 sentence description for each task/deliverable). The project should have at least one task: add more as applicable. <u>Consider completing this portion of the application last to summarize your proposal.</u> a. Project Description: The City of Milwaukee, Southeastern Wisconsin Watersheds Trust, Inc. (Sweet Water), and a cohort of grassroots initiatives seek to develop a replicable framework that will lead to the development of strategic neighborhood outreach plans for three coastal neighborhoods. This analysis will contain the results of multiple community event results and a summary of direct conversations with at least 30 business owners, neighborhood associations, and others located in underrepresented communities. The communities will be respectively diverse in demographics, community values, and located in both separate and combined sewer areas. This goal is to directly involve and understand the perspectives of these residents in regards to Great Lakes Literacy Principles. This insight will be captured and incorporated into three, separate strategic outreach plans. Ultimately, this project will result in a replicable framework that can be applied to any coastal neighborhood and will guide future outreach initiatives to ensure effective, relatable education content is being delivered to target audiences. Findings will be reported on the City of Milwaukee’s website and the website of other partners so that this approach can be institutionalized and repeated by any water quality steward community. b. Project Tasks/Deliverables: 1. <u>Plan</u> : The primary deliverable will be a strategic communications plan that will allow for targeted engagement to raise Great Lakes Literacy Principle awareness in underrepresented communities. 2. <u>Report</u> : A report will summarize the findings of direct engagement with neighborhood groups, private land owners, associations, businesses, and other targeted stakeholders. 3. <u>Webpage</u> : Deliverables of this project will be hosted on the City of Milwaukee’s website and the websites of other partners to allow for public comment.	

Attachment A

Grant Agreement # AD219129 – 022.25

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

The City of Milwaukee has long been a supporter of [Southeastern Wisconsin Watersheds Trust, Inc.](#) (Sweet Water) and their efforts to improve the watersheds of southeastern Wisconsin. Additionally, we (the City of Milwaukee) develop and implement numerous programs and strategies to protect and restore our waterways to conditions that are healthy for drinking, swimming, and fishing. Initiatives include a [ban on the sale of coal tar sealants that contain PAH's](#), updating our [codes and ordinances to reduce barriers to green infrastructure](#), allowing for [urban and suburban fishing](#) opportunities, encouraging other major metropolitan areas around the world to become [Water Centric Cities](#) and much more.

Milwaukee is unique in the fact that we are the highest populated (590,000) city in the state, the 31st largest city in the United States, and are home to a [complex demographic](#) of individuals and families. This can lead to distinctive and complex challenges to protect our rivers and Lake Michigan. Being a large, urban city leads to significant stormwater quality issues and there is not a simple solution to encourage each of our residents to actively participate in preventing pollutants from reaching our streets, sewers, rivers, ponds, lakes, rivers, and the Lake. Highlighted in one of the Great Lake Literacy principles, pollution resulting from stormwater runoff has negative effects on aquatic and human health, aesthetics, recreation opportunities, as well as economic consequences. Stormwater pollution transports increased nutrients into our waterways which can result in decreased dissolved oxygen levels and an increase of toxic algae blooms. This can lead to beach closures and can negatively influence the value that individuals place on assets like public parks and beaches. Furthermore, storm drains that become clogged will not allow for the transportation of excess water. This can lead to flooding and other issues like basement backups. The problems can place a large financial burden on homeowners and neighborhoods as a whole. This is especially true in underrepresented communities.

Stormwater pollution is an issue that cannot effectively be addressed via regulation alone. It demands behavioral change from individuals and that starts with public awareness and a collaborative approach by multiple and diverse stakeholders. Prior to directly delivering educational content to residents or broadly distributing information, an in-depth analysis of our multiple neighborhoods is needed to understand how to best develop content that will not only be relatable, it will be effective and provide an insight into how we can engage with these communities on other topics in the future. Regional surveys have been conducted in the region to understand the public's view

According to a 2010 Southeastern Wisconsin household mail and phone survey conducted by Sweet Water, individuals placed strong values towards the scenic and aesthetic aspects of water in their community. Consistent with other studies, 51% of respondents believed they could not afford, or were not sure of the cost incurred to prevent water pollution themselves. The study also showed that 42% of respondents believed that industrial discharge played a moderate to severe problem in their neighborhoods and 28% percent were unsure. In the same respect, 54% of respondents believed discharge from sewage treatment plants where a moderate to severe problem, 26% were unsure. This shows that the majority of respondents were unaware of the major cause of water pollution (stormwater pollution) and the role they play in the health of the rivers and lakes found within the Lake Michigan basin. The fact remains, the degradation of water quality in the Lake Michigan watershed is a result of stormwater runoff pollution. Addressing the issue of stormwater runoff does not rely on major increases of financial commitments. Instead, it depends on the adjustment of behaviors, attitudes, and perspectives. A follow-up Survey was administered in 2016 by Sweet Water and found that attitudes and beliefs regarding individual action and water quality are increasing but the issue still needed to be addressed. According to these surveys and the results of similar initiatives, there is a disconnect in how the general public relates water quality to their individual actions. An additional complication that Milwaukee faces is the amount of interested stakeholders hoping to improve water quality. It is a strength for the region but it can result in duplicate or competing efforts. An in-depth analysis of individual neighborhoods and their residents, businesses, and outreach organization needs to be conducted to best coordinate outreach efforts.

2. Project Description:

- a. Describe the project for which funding is requested. Describe how the project will address the issue(s) outlined in the Background/Context section, above. Do NOT include information about tasks that are not part of the funding request.
- b. Describe how this project is part of an integrated effort or approach.

a. Funding for this project will be used to directly engage residents, business owners, homeowner associations, and other private landowners in three, respectively diverse, Milwaukee neighborhoods to understand their opinions and suggestions to encourage stormwater pollution prevention. These three communities will be chosen based on an analysis of Milwaukee's neighborhoods to identify underrepresented communities in stormwater pollution prevention education efforts. This selection process will also seek to incorporate communities in both combined and separate sewer areas. Once the communities are chosen, we seek to understand if residents and business owners know where stormwater goes in their neighborhood. We also want to understand if they know what the major impairments in their local waterways are and if they know how to prevent those pollutants from reaching the waterway in the first place. The results of these conversations will be put into a report that will ultimately lead to a strategic communications guide to direct future educational efforts. In addition to engaging directly with the target audiences, we will work with three neighborhood organizations to understand current neighborhood initiatives, successful outreach strategies, and their unique perspective on resident and business owner engagement. Our partner organizations will be able to consult multiple City departments to incorporate a city-wide perspective for neighborhood-specific activities. Conversely, the neighborhood's perspective will be invaluable to the way that future outreach efforts are conducted. This project will develop a replicable framework to identify what success looks like when educating the public to encourage behavioral change. It will also allow us to understand "who" trusted messaging should come from, "how" it should be delivered, "when" it should be delivered, and how often. It will also assist in the future development of

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educational content that is specific to the respective communities and provide insight on how to efficiently engage in the process in the future.

b. The City will provide a lead, coordination role to partners such as Sweet Water. Sweet Water will engage with the neighborhood organizations, local universities such as [University of Wisconsin-Milwaukee](#), [Milwaukee Riverkeeper](#), [16th Street Community Health Center](#), [Clean Wisconsin](#), [WATER Connectors](#), [Learn Deep!](#), local friends’ groups, the Milwaukee Metropolitan Sewerage District’s [Freshcoast Guardians](#), [Milwaukee Waterworks](#), other city or county offices, and any other interested stakeholder. Specific engagement activities will then be the responsibility of Sweet Water and the neighborhood organizations. Engagement activities will take the form of one-on-one meetings, public meetings for neighborhood input, and working with various associations or stakeholder groups.

This approach will integrate a Systems Thinking approach with “Social Marketing” techniques. Additionally, the development of the strategic communications plan will build on the success of the Lake Michigan Stakeholders (LMS) and the communications strategy whose development was funded by the Wisconsin Coastal Management Program. LMS has a very broad geographic scope and the details of the communications strategy reflect that viewpoint. This project will take the LMS framework and begin to apply neighborhood-specific information such as geographically relevant landmarks, buildings, street names, and more. Additional planning resources (ie. Kinnickinnic River Corridor Neighborhood Plan and others) will be integrated into this approach. Stakeholders conducting education efforts in each respective neighborhood will be consulted and provided the ability to review and comment on the strategic communications document.

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

- a. Describe the coastal impacts of the project. How will the project address a coastal problem, need or priority?
- b. Describe the extent to which the project permanently addresses the problem or need.
- c. Describe how this project addresses priorities identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Area Management Plans, State of Wisconsin Hazard Mitigation Plan, county Land and Water Conservation Plans, et cetera), the priorities of the Conference of Great Lakes and St. Lawrence Governors and Premiers, or the Great Lakes Regional Collaboration Strategy.
- d. 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
Nonpoint Source Pollution Control	<ul style="list-style-type: none"> • 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 • 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 • Acres Acquired

a. It is “easy” to develop educational content. It is difficult to understand if the content is effective and if the target audience responds to the message. Because Milwaukee is seen as a trusted regional leader of green infrastructure planning, implementation, and maintenance and is home to a large and diverse population, the City in partnership with Sweet Water and the Lake Michigan Stakeholders is uniquely situated to develop an educational framework that ties Great Lakes Literacy Principles with a diverse set of community priorities. Other entities up and down the coast will be able to find aspects of the framework that are best suited to their communities, and can then utilize the findings of Milwaukee to similarly develop strategies and then messages to bridge coastal priorities and their residents’ priorities. This would result in each coastal Wisconsin benefitting from their own, unique but institutionalized neighborhood outreach plan.

b. The problem of delivering ineffective education materials is something that will never go away. However, if entities do the work proactively to develop an understanding of community values, messages can be developed that align with said values. This type of customized communication that is tied to the priorities of the local community can result in a culture-shift within a neighborhood or even an entire municipality. This project does not simply aim to provide education to address issues. This project looks to build trust and understanding with residents with the hopes that individuals will integrate Great Lakes Literacy Principles into their daily lives.

c. This approach aligns with numerous regional and local priorities. The Milwaukee Estuary Area of Concern (AOC) puts emphasis on the importance of education efforts. We will work with entities and organizations that are leading the AOC work to integrate and support their efforts. The Kinnickinnic Nine Key Element Plan (formally the [Kinnickinnic River Watershed Updated Implementation Plan](#)) was recently approved by the Wisconsin Department of Natural Resources and the Environmental Protection Agency. Numerous pages about education and outreach are dedicated to aligning educational efforts within the watershed. This information will also be integrated into the approach. Sweet Water is working on a project to integrate watershed improvement plans with larger, regional plans such as the Lakewide Area

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Management Plan. Although that work is just beginning, it could play an important role in the future of this potential project. The approach complements the recommendations of [Water Quality Improvement Plan](#). This plan integrates recommendations from watershed plans, [the Regional Green Infrastructure Plan](#), the [Regional Water Quality management Plan for the Greater Milwaukee Watersheds](#) and much more. We will work with the [Freshcoast Guardians](#) to incorporate their outreach and workshops into the neighborhood analysis as well. Finally, both Sweet Water and the City of Milwaukee are on the Advisory Committee for the update of the Milwaukee County Land and Water Resources Management Plan. As this plan is written and developed, we will be able to proactively ensure that the educational approach that we take under this project is in line with the priorities of this updated plan.

d. By focusing on three, diverse communities, we plan to engage with at least thirty business owners, neighborhood associations, condo associations, and private landowners. We will also participate in a minimum of three community events to solicit input from community members. In turn, each stakeholder’s input will be incorporated into education plans for that particular neighborhood. Future efforts will allow for education plans for each neighborhood in the City of Milwaukee – home to 590,000 individuals.

4. Methodology and Timetable

- a. Provide a timeline (list, table, or chart) with grant and match-funded tasks and major milestones.
Your timeline may begin no earlier than July 1 (this includes activities that are to be counted as match funding).
- b. Provide a list of work products or deliverables. Describe how you will develop the work products and/or achieve tasks. “Measurable results” from Section 3d should be incorporated into this section.
- c. Describe how the project will encourage public participation and how the final product(s) will be distributed (as appropriate). If the project requires public participation (by state or other regulations), does the project exceed minimum standards?
- d. For Public Access projects, please describe how the project incorporates planning for changing lake levels.

a. Timeline table

Review internal and partner led water quality education plans, identifying three underrepresented target neighborhoods. Summarize finds and incorporate into project approach. Project partner recruitment.	July 2021 – September 2021
Work with partners to develop “script” for private landowner, business, and community organization interviews, meetings, hearings, and events	October 2021 – December 2021
Begin scheduling engagement opportunities.	January 2022 – February 2022
Implement engagement efforts. Begin summarizing results.	March 2022 – April 2022
Finalize the results and integrate finding into a larger communications strategy for each respective neighborhood.	May 2022 – June 2022

b. A final report will be hosted on the City of Milwaukee’s website, as well as the websites of other partners. Three neighborhood outreach strategic plans will be developed. A summary of activity and input will be captured from three community events that will assist in populating the final report. Any flyers, emails, and event notifications will include funder’s logos and will be retained and included in the final report. Notes from the 30 conversations with businesses, contractors, associations, and residents will be retained.

c. This project is built around engaging directly with the public. Once the three target communities are identified, engagement techniques and an event will be facilitated by a local community group to ensure that preliminary engagement is successful. This event, besides being an participation opportunity in itself, will be used to design future techniques for encouraging participation in stormwater pollution prevention activities in that community. Final deliverables will be available for public review on partners’ websites.

d. N/A

5. Project Budget

- a. Provide a breakdown of the proposed project budget using **Table 1**. WCMP Grant projects with a total budget of \$60,000 or less require a 50% match (that is, 1 to 1). Projects with a total budget larger than \$60,000 require a 60% match (that is, 1 to 1.5). Applicants requesting more than \$100,000 should contact the WCMP while they develop their applications.
- b. Provide the rate and list items included in Fringe Benefits.
- c. Contractual costs must be itemized (if known) using Table 2. Applicant may also provide further budget details using additional categories/sub-categories in the Table 3 or in another format, if necessary.
- d. Each table must show proposed *total* cost in each category rounded to the **nearest** dollar.

Table 1: Budget (Required)

Activity (do not change categories)	WCMP Request	Match	Total
Personnel (names required, if known)	\$7,500	\$7,500	\$15,000

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Nader Jaber Solomon Bekele Kurt Sprangers			
Fringe Benefits (provide rate and included benefits)			
Equipment			
Travel			
Supplies	\$500.00	\$500.00	\$1,000.00
Contractual (complete Table 2)	\$20,583.00	\$20,583.00	\$41,166.00
Construction			
Other			
Indirect Charges (requested indirect should not exceed 15% of total requested amount)			
Totals	\$28,583.00	\$28,583.00	\$57,166.00

Table 2: Contractual (Required if there is “Contractual” funding in Table 1)

Activity – Contractual Costs	WCMP Request	Match	Total
Personnel Kristin Schoenecker Jacob Fincher Luka P	\$12,475.00	\$12,475.00	\$24,950.00
Fringe Benefits (provide rate and included benefits)			
Equipment			
Travel			
Supplies			
Contractual	\$6,000.00	\$6,000.00	\$12,000.00
Construction			
Other			
Indirect Charges (requested indirect should not exceed 15% of total requested amount)	\$2,108.00	\$2,108.00	\$4,216.00
Totals	\$20,583.00	\$20,583.00	\$41,166.00

Table 3: Additional budget items (optional)

Activity	WCMP Request	Match	Total
Paid Marketing Services (paid social media posts, emails, digital outreach techniques)	\$1,500.00	\$1,500.00	\$3,000.00
Grassroot-Partner Stipend (includes cost for one event per neighborhood)	\$4,500.00	\$4,500.00	\$9,000.00
Totals	\$6,000.00	\$6,000.00	\$12,000.00

6. Budget Description

- Describe the composition and source of the matching funds. Indicate whether nonfederal matching funds have been secured or committed. Are all funding and activities counted as match in direct support of the project?
- Describe efforts to fully explore other grant funding sources, to establish the project’s need for WCMP funding.
- Describe how the project will leverage additional funding, separate from the WCMP grant and match amounts.
- Describe any past WCMP-projects that are directly related to this project, if applicable. (For example, if WCMP provided past funding for site planning at a proposed public access project.)

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a. This project will leverage funds from outreach and engagement programs run by Sweet Water and other involved partners. Sweet Water's outreach and engagement is supported by municipal partners and other partners' programs are supported by a variety of grants and foundations. A project funded by Wisconsin Sea Grant to build the Lake Michigan Stakeholders' Resource Hub will also be leveraged in making this engagement framework replicable. The Sea Grant's funds have been secured, and municipal contributions are secured in the first months of each calendar year. In-kind time from volunteers and businesses and other organizations involved in the direct interviews will also be tracked as match. Additional match will be leveraged through the City of Milwaukee's Sewer Maintenance Fund budget.

b. Other grant funding sources such as state and foundation sources have been sought out to support this initiative. Because of Wisconsin Coastal Management Program's emphasis on taking a coast-wide approach, involving underrepresented communities, and on creating replicable projects, it is a natural fit for this project. Support from WCMP will allow the City of Milwaukee to seek out additional funding opportunities to support and expand on this initiative. Funds to support this program were sought from WDNR, but the project was not a priority for the department at the time of application.

c. Sweet Water continuously seeks out additional funding to expand upon the organization's outreach and engagement programs, and the City of Milwaukee supports this effort to improve upon these types of programs. Any additionally funded work will take approaches designed by this project, vetting this approach and continuously improving it. Sweet Water also has a Mini-Grant program to support grassroots green infrastructure and water quality improvement initiatives, and this program can highlight the work of this project in the target and other neighborhoods where projects are funded.

d. Delivering Our Collective Messaging for a Healthy Lake Michigan (Lake Michigan Stakeholders Resource Hub – Phases I, II, III.)
– This three part project will result in the development of a Resource Hub accessible to organizations along the coast of Lake Michigan who are involved in water education activities. This mechanism for developing coordinated outreach with messages and resources that can be used by any organization will make educational efforts more efficient and effective. This mechanism can be used to amplify the findings of this project, and utilization of the strategies developed by this project will make the Resource Hub more effective.

Adopt-A-Storm Drain: Storytelling and Public Involvement in Southeastern Wisconsin – A Wisconsin Coastal Management grant supported Sweet Water to develop its Adopt-A-Storm Drain campaign (now rebranded to be called Adopt Your Drain). This campaign provides communities an opportunity to stop stormwater pollution at the source by clearing storm drains of debris before and after rainfall, and for organizations engaged in education with a mechanism for tracking these options with an online map of residential action. This map will be one way in which underrepresented neighborhoods are identified, and the campaign will be supported by new strategies developed by this project.

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

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

a. This project would not be able to be accomplished without the direct input from numerous organizations and individuals. The City has partnered with Sweet Water numerous times in the past and through this partnership, we hope to develop closer relationships with individual community organizations. As a City, we believe it is critically important to engage directly with our residents. By working with multiple nonprofits, academia, and scientists, we seek to develop a well-rounded approach in designing a framework that will assist in the creation of multiple neighborhood outreach plans that focus on Great Lakes Literacy Principles. This project will be shared with our partners, decision makers, and at Sweet Water's annual Clean Rivers, Clean Lake Conference. Sweet Water's role in this project is to foster the alliances and partnerships that they themselves were created to develop and champion.

b. Again, the goal of this project is to develop an education strategy. Moreover, this project seeks to systematically develop numerous education strategies that are specific to individual neighborhoods. This pilot project to develop three neighborhood plans can be recreated in the future through a second phase.

c. By integrating Sweet Water's involvement with the Lake Michigan Stakeholders (LMS), we hope that communities up and down the coast can utilize this approach to develop neighborhood outreach plans for their own residents. LMS is working to develop a Resource Hub to help increase the capacity of many educational groups along the Lake Michigan coast for educational efforts. The strategies developed in Milwaukee can be incorporated into this approach.

d. The three strategic communications plans will be developed specifically for underrepresented communities in Milwaukee. This approach will act "with" communities instead of acting "on" communities so that the approaches, messages, and mechanisms chosen for their education campaign are supported by the community.

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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 (also available as electronic file):



National Oceanic and Atmospheric Administration Logo (also available as electronic file):



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 # NA21NOS4190086.

ATTACHMENT E

ENVIRONMENTAL DATA SHARING POLICY FOR
WISCONSIN DEPARTMENT OF ADMINISTRATION
COASTAL MANAGEMENT AND COMPREHENSIVE PLANNING GRANTS

Geospatial Data Guidelines

Introduction

For projects that receive federal funds for collection or production of geospatial data, grant recipients must provide expected data collection dates, type of collection, flight lines, etc. to the Department of Administration (DOA) as early as practicable before collection so that it can be shared with the National Oceanic and Atmospheric Administration (NOAA) office(s). For Coastal Management grants, recipients will submit this with their scope of work (Attachment A).

The grant recipient will register the data and planned acquisition activities in Geospatial Platform (geodata.gov) complying with OMB Circular A-16, Coordination of Geographic Information and Related Spatial Data Activities at: <https://www.whitehouse.gov/wp-content/uploads/2017/11/Circular-016.pdf#page=17> The grant recipient will document new geospatial data using the metadata standards developed by the Federal Geospatial Data Committee (FGDC), and if requested by NOAA provide standardized documentation electronically.

Environmental Data and Information produced under this grant agreement and made available to the public must be accompanied by the following statement: “These environmental data and related items of information have not been formally disseminated by NOAA, and do not represent and should not be construed to represent any agency determination, view, or policy.”

Environmental data and information collected and/or created under this grant agreement will be made visible, accessible and independently understandable to users in a timely manner (typically no later than two (2) years after the data are collected or created) free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy or by security requirements.

WCMP grant recipients must submit their geospatial data with their final grant report to the Wisconsin Department of Administration.

1. Metadata will be available explaining the data content and characteristics.

- Current FGDC standards can be found at: <http://www.fgdc.gov/metadata/csdlgm/>. Metadata that conforms to the proposed North American Profile of the International Organization for Standardization (ISO) 19115 is acceptable.
- Tools for metadata development:
 - Overview at the Federal Geographic Data Committee’s home page, <http://fgdc.gov>.
 - Plain language overview, <http://geology.usgs.gov/tools/metadata/tools/doc/ctc/>

Geospatial Metadata will identify the following:

Identification Information

Data set title, area covered, keywords, purpose, abstract, access and use restrictions included here.

Data Quality Information

Data quality includes horizontal and vertical positional accuracy, attribute accuracy and data set completeness of the data.

Spatial Data Organization Information

Raster, vector or indirect link to location included here.

Spatial Reference Information

Spatial information should include latitude/longitude, coordinate system or map projection. Data should be provided in a standard location referencing system.

Entity and Attribute Information

A table, data dictionary, or comparable document should explain attribute codes contained in the data or cites a reference for attribute definitions.

Distribution Information

Distributor, file format of data, off-line media types, on-line link to data, fees included here.

Metadata Reference

Include who created the metadata and when it was created.

2. Data Sharing Guidelines

Geo-referencing system

The preferred geo-referencing system is the Wisconsin Transverse Mercator based on the 1991 adjustment to the North American Datum of 1983.

For more information on geo-referencing see <https://www.sco.wisc.edu/coordinate-reference-systems/>

Means of transmittal

Media:

CD-ROM (preferred for large data sets, e.g., of approximately 10 megabytes or more in size)

Publications:

The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <https://repository.library.noaa.gov/> after acceptance, and no later than upon publication, of the paper by a journal.

Format

Fully compatible with ArcInfo®

For assistance in converting data into this format please contact:

Jim Giglierano, State Geographic Information Officer
Wisconsin Department of Administration
Email: Jim.Giglierano@wisconsin.gov
Phone: 608-267-6902

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.