

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b> <b>Grant Agreement</b>		<b>GRANT NUMBER (FAIN):</b> 00E03471 <b>MODIFICATION NUMBER:</b> 0 <b>PROGRAM CODE:</b> 5D	<b>DATE OF AWARD</b> 07/28/2023	
			<b>TYPE OF ACTION</b> New		<b>MAILING DATE</b> 08/02/2023
			<b>PAYMENT METHOD:</b> ASAP		<b>ACH#</b> PEND
			<b>RECIPIENT TYPE:</b> Special District		<b>Send Payment Request to:</b> Contact EPA RTPFC at: rtpfc-grants@epa.gov
<b>RECIPIENT:</b> Southeastern Wisconsin Regional Planning Commission W 239 N 1812 Rockwood DR Waukesha, WI 53188-1113 <b>EIN:</b> 39-6031435			<b>PAYEE:</b> Southeastern Wisconsin Regional Planning Commission dba SEWRPC W 239 N 1812 Rockwood DR Waukesha, WI 53188-1113		
<b>PROJECT MANAGER</b> Benjamin McKay W239N1812 Rockwood Dr PO Box 1607 Waukesha, WI 53188 <b>Email:</b> bmckay@sewrpc.org <b>Phone:</b> 262-953-3201		<b>EPA PROJECT OFFICER</b> Julia Frusciante 77 West Jackson Blvd. , AR-18J Chicago, IL 60604-3507 <b>Email:</b> frusciante.julia@epa.gov <b>Phone:</b> 312-886-1478		<b>EPA GRANT SPECIALIST</b> Michael Tukes Assistance Section, MA-10J 77 West Jackson Blvd. Chicago, IL 60604-3507 <b>Email:</b> tukes.michael@epa.gov <b>Phone:</b> 312-886-5368	
<b>PROJECT TITLE AND DESCRIPTION</b> Milwaukee Metropolitan Climate Action Plan See Attachment 1 for project description.					
<b>BUDGET PERIOD</b> 06/01/2023 - 05/31/2027	<b>PROJECT PERIOD</b> 06/01/2023 - 05/31/2027	<b>TOTAL BUDGET PERIOD COST</b> \$1,000,000.00	<b>TOTAL PROJECT PERIOD COST</b> \$1,000,000.00		
<b>NOTICE OF AWARD</b> <p>Based on your Application dated 05/30/2023 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$1,000,000.00. EPA agrees to cost-share <u>100.00%</u> of all approved budget period costs incurred, up to and not exceeding total federal funding of \$1,000,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.</p>					
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>		<b>AWARD APPROVAL OFFICE</b>			
<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 5 , U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507		<b>ORGANIZATION / ADDRESS</b> U.S. EPA, Region 5, Air and Radiation Division R5 - Region 5 77 W Jackson Blvd, AR-18J Chicago, IL 60604-3507			
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>					
				<b>DATE</b>	



## Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$414,451
2. Fringe Benefits	\$165,776
3. Travel	\$8,952
4. Equipment	\$0
5. Supplies	\$6,840
6. Contractual	\$30,000
7. Construction	\$0
8. Other	\$224,000
9. Total Direct Charges	\$850,019
10. Indirect Costs: 0.00 % Base SEE TABKE B	\$149,981
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$1,000,000
12. Total Approved Assistance Amount	\$1,000,000
13. Program Income	\$0
14. Total EPA Amount Awarded This Action	\$1,000,000
15. Total EPA Amount Awarded To Date	\$1,000,000

## Table B Budget Worksheet #1

Table B - Program Element Classification (Non-construction)	Total Approved Allowable Budget Period Cost
1. 27.27% for personnel and fringe benefits according to 2023 OWP Signed Chapter 9	\$0
2.	\$0
3.	\$0
4.	\$0
5.	\$0
6.	\$0
7.	\$0
8.	\$0
9.	\$0
10.	\$0
11. Total (Share: Recip % Fed %)	\$0
12. Total Approved Assistance Amount	\$0

### **Attachment 1 - Project Description**

This agreement provides funding under the Inflation Reduction Act (IRA) to the Southeastern Wisconsin Regional Planning Commission (SEWRPC) to develop existing regional climate mitigation plans to address greenhouse gas (GHG) emissions and reduction measures throughout the entire metropolitan area and to conduct meaningful engagement with low-income and disadvantaged communities and coordinate with geographically proximate tribes as appropriate.

In general, activities include the development of plans to reduce climate pollution (i.e., to reduce GHG emissions and/or enhance carbon sinks) to ultimately accelerate Milwaukee's strategies to reduce climate change impacts and meet community needs. The grantee, Southeastern Wisconsin Regional Planning Commission (SEWRPC), will complete these by creating multiple opportunities for public engagement with counties, cities, villages, and towns throughout the four-county Milwaukee metro areas. Additionally, they will create a coordinating workgroup that includes representatives from each of the four counties, entities involved in the Wisconsin Local Government Climate Coalition (WLGCC); and other entities by request including: Milwaukee County, Ozaukee County, Washington County, Waukesha County; the Cities of Muskego, West Allis, Wauwatosa, and Waukesha; the Villages of Shorewood and Whitefish Bay; and the Metropolitan Milwaukee Sewerage District. Three key deliverables will be produced and submitted over the course of the four-year program period, including: a Priority Climate Action Plan (PCAP), due March 1, 2024; a Comprehensive Climate Action Plan (CCAP), due two years from the date of the award; and a Status Report, due at the close of the grant period.

The expected outcomes include a PCAP and CCAP that identifies: tons of pollution (GHGs and co-pollutants) reduced over the lifetime of the measures; tons of pollution (GHGs and co-pollutants) reduced annually; and tons of pollution (GHGs and co-pollutants) reduced with respect to low-income and disadvantaged communities.

The intended beneficiaries include counties, cities, villages, and towns throughout the four-county Milwaukee metro area. The subgrant will come from SEWRPC to the City of Milwaukee to support work on the PCAP, CCAP, and reporting.

## **Administrative Conditions**

### **General Terms and Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

### **A. Correspondence Condition**

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

Federal Financial Reports (SF-425): [rtpfc-grants@epa.gov](mailto:rtpfc-grants@epa.gov) and [tukes.michael@epa.gov](mailto:tukes.michael@epa.gov)  
 MBE/WBE reports (EPA Form 5700-52A): Michael Tukes – DBE Coordinator at [tukes.michael@epa.gov](mailto:tukes.michael@epa.gov) and [region5closeouts@epa.gov](mailto:region5closeouts@epa.gov).

All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Julia Frusciante at [Frusciante.julia@epa.gov](mailto:Frusciante.julia@epa.gov) and Michael Tukes at [tukes.michael@epa.gov](mailto:tukes.michael@epa.gov).

Payment requests (if applicable): Julia Frusciante at [Frusciante.julia@epa.gov](mailto:Frusciante.julia@epa.gov).

Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Julia Frusciante at [Frusciante.julia@epa.gov](mailto:Frusciante.julia@epa.gov).

### **B. Pre-award Costs**

In accordance with 2 CFR 1500.9, the grantee may charge pre-award costs (both Federal and non-Federal matching shares) incurred from **6/1/2023** to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

## **Programmatic Conditions**

### **Climate Pollution Reduction Grants Specific Programmatic Terms and Conditions**

#### **A. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT**

##### **Performance Reports – Content**

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on

each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

### **Performance Reports - Frequency**

Quarterly performance reports are required to be submitted electronically to the EPA Project Officer within 30 calendar days after the reporting period (every three-month period). Quarterly reports are due according to the following schedule. If a due date falls on a weekend or holiday, the report will be due on the next business day. If a project start date falls within a defined reporting period, the recipient must report for that period by the given due date unless otherwise noted. This quarterly reporting schedule shall be repeated for the duration of the award agreement.

June 1 – September 30 Reporting Period: report due date October 30 (note, in year 1, this reporting period should begin at the project start date)

October 1 – December 31 Reporting Period: report due date January 30

January 1 – March 31 Reporting Period: report due date April 30

April 1 – June 30 Reporting Period: report due date July 30

**The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance.**

### **Subaward Performance Reporting**

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.

## **B. DELIVERABLES AND REQUIREMENTS**

**Municipalities and Air Pollution Control Agencies that accept an award are required to produce and electronically submit the following three deliverables to EPA by the dates specified:**

- 1.) By March 1, 2024, a Priority Climate Action Plan (PCAP), which is a narrative report that includes a focused list of near-term, high-priority, implementation ready measures to reduce Greenhouse Gas (GHG) pollution and an analysis of GHG emissions reductions that would be achieved through implementation. These initial plans can focus on a specific sector or

selected sectors, and do not need to comprehensively address all sources of GHG emissions and sinks in the jurisdiction. The PCAP must include: a GHG inventory; quantified GHG reduction measures; a low-income and disadvantaged communities benefits analysis; and a review of authority to implement.

2.) A Comprehensive Climate Action Plan (CCAP), due 2 years from the date of the award. The CCAP is a narrative report that should touch on all significant GHG sources/sinks and sectors present in a state or metropolitan area, establish near-term and long-term GHG emission reduction goals, and provide strategies and identify measures to achieve those goals. Each CCAP must include: a GHG inventory; GHG emissions projections; GHG reduction targets; quantified GHG reduction measures; a benefits analysis for the full geographic scope and population covered by the plan; a low-income and disadvantaged communities benefits analysis; a review of authority to implement; a plan to leverage other federal funding; and a workforce planning analysis.

3.) A Status Report, due at the closeout of the 4-year grant period. This report should include the implementation status of the quantified GHG reduction measures included in the CCAP; any relevant updated analyses or projections supporting CCAP implementation; and next steps and future budget/staffing needs to continue CCAP implementation.

Climate plans for metropolitan areas should also be developed with regional coordination as much as possible, and applicants are encouraged to coordinate with geographically proximate tribes as appropriate. In all cases, the lead organization for a state or metropolitan area PCAP funded through the CPRG program must make the PCAP available to other entities by March 1, 2024 for their use in developing an implementation grant application.

MSA lead organizations must involve stakeholder groups and the public in the process for developing the PCAP and CCAP. Potential stakeholders include urban, rural, and underserved or disadvantaged communities as well as the general public, governmental entities, federally recognized tribes, Port Authorities, labor organizations, community and faith-based organizations, and private sector and industry representatives.

## **C. Cybersecurity Condition**

### **Cybersecurity Grant Condition for Other Recipients, Including Intertribal Consortia**

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange.

The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

#### **D. Competency of Organizations Generating Environmental Measurement Data**

In accordance with Agency Policy Directive Number FEM-2012-02, Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements.

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable. Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

#### **E. Public or Media Events**

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events related to activities accomplished as a result of this agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

#### **F. Quality Assurance**

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in [2 C.F.R. § 1500.12](#) Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement a Quality Assurance (QA) planning document in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

##### **1. Quality Assurance Project Plan (QAPP)**

a. Prior to beginning environmental information operations, the recipient must:

- i. Develop a QAPP (for existing environmental information),
- ii. Prepare QAPP in accordance with the current version of [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#),
- iii. Submit the document for EPA review, and
- iv. Obtain EPA Quality Assurance Manager or designee (hereafter referred to as QAM) approval.

b. The recipient must submit the QAPP 90 days after grant award, and/or no more than 180 days after grant award.



c. The recipient shall notify the PO and QAM when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.

d. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the PO and the QAM at least annually and may also be submitted when changes occur.

#### **For Reference:**

- [Quality Management Plan \(QMP\) Standard](#) and [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#); contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- [EPA QA/G-5: Guidance for Quality Assurance Project Plans](#), Appendix C provides a QAPP Checklist.
- (QAM and/or PO may insert QA references that inform or assist the recipient here).
- [EPA's Quality Program](#) website has a [list of QA managers](#), and [Non-EPA Organizations Quality Specifications](#).
- The Office of Grants and Debarment [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#).

#### **G. Use of Logos**

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that SWRPC received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>