FEDERAL FUNDS SUBAWARD AGREEMENT ("Agreement")

Unique Program Information	
Program name **("Program")**	Installing Green Infrastructure and Introducing Native Vegetation Along Kinnickinnic River (WI)
Grantor name **("Grantor")**	Harbor District, Inc.
Name of federal award to Grantor **("Federal Award")**	Sustain Our Great Lakes
Common Council file number authorizing contracting authority	

Description of the performance metrics Subrecipient is required to report	• Construct Project to meet:
	  ○ Install 38,300 square feet of green infrastructure
	  ○ Remove 1,843 pounds of sediment
	  ○ Plant 40 trees
	  ○ Retain 1.76 million gallons of stormwater annually
	• Providing matching contributions as available City funding allows

Dates upon which performance metrics reporting is due from Subrecipient	• 8/1/2025 - Annual Financial Report • 8/1/2025 - Interim Programmatic Report • 8/30/2026 - Final Financial Report • 8/30/2026 - Final Programmatic Report
Official notice to Subrecipient	Name: Kevin Muhs Address: 841 N. Broadway, Room 701 Milwaukee, WI 53202 Email Address **("Official Email Address")**: kmuhs@milwaukee.gov Phone: (414) 286-2400
Official notice to Grantor	Name: Tia Torhorst Address: 600 E. Greenfield Ave., Milwaukee, WI 53204 Email Address **("Official Email Address")**: tia@harbordistrict.org Phone: (414) 241-0520

Requirements of 2 CFR 200.332	
Subrecipient's Name **("Subrecipient")**	City of Milwaukee

Subrecipient's Unique Entity Identifier	JYGKV746MNG2
Federal Award Identification Number	F23AC03024
Federal Award date (i.e. date the federal granting agency signed the grant agreement with the City)	December 20, 2023
Subaward period of performance start and end date **("Performance Period")**	March 1, 2024 - August 30, 2026
Subaward budget period start and end date, if different than the Performance Period	
Amount of federal funds obligated in the subaward (i.e. amount of federal funds obligated to Subrecipient in this Agreement **("Subaward Amount"))**	$373,514.87
Total amount of the Federal Award committed to the subrecipient by the pass-through entity (this may be the same number as the Subaward Amount above if this is the only subaward agreement with the Subrecipient involving the Federal Award).	$373,514.87
Total amount of federal funds obligated to the subrecipient by the pass-through entity (this is the total amount of all federal funding obligated by the Grantor to the Subrecipient, not just funding from the Federal Award or this Subaward).	$373,514.87
Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA).	Install 38,300 square feet of green infrastructure, remove 1,843 pounds of sediment, plant 40 trees, and retain 1.76 million gallons of stormwater annually. The project will introduce native vegetation, and improve water quality to enhance the riparian corridor's habitat value
Name of federal awarding agency **("Federal Agency")**	U.S. Fish and Wildlife Service
Contact information for awarding official of the pass-through entity.	Name: Tia Torhorst Address: 600 E. Greenfield Ave., Milwaukee, WI 53204 Email Address **("Official Email Address")**: tia@harbordistrict.org Phone: (414) 241-0520
Assistance Listings title and number for each federal award used to support this subaward, and amount of each federal award.	N/A

Is this award for research and development?	(Y/N) N
Grantor's indirect cost rate for the Federal Award	10% of eligible project costs

This federal funds subaward agreement **("Agreement")** is made between the Grantor**,** as a pass through entity, and Subrecipient, each a **"Party"** and collectively the **"Parties."** This Agreement governs the work to be done by Subrecipient in connection with the Project, which is funded by a subawarded portion of the Federal Award awarded by the Federal Agency.

1. **Definitions.** Certain terms in this Agreement are defined. Defined terms are those terms noted in the following way: **"Example Term"**. Defined terms carry the associated definition throughout the Agreement.

2. **Incorporated Documents**. The following documents, in their entirety, are incorporated into this Agreement. If there is any conflict or ambiguity, the documents shall control in descending order as follows:

    a. Agreement (this document), including the sections titled "Unique Program Requirements" and "Requirements of 2 CFR 200.332"
    b. Exhibit A – **"Terms and Conditions of the Federal Award"**
    c. Exhibit B – **"Program Description"**
    d. Exhibit C - Subaward Budget
    e. Exhibit D – (check if not applicable _x_) Subrecipient's Proposal
    f. Exhibit E - (check if not applicable _x_) Request for Proposal, including all attachments thereto

3. **Retention of Subrecipient and Scope of Work.** Grantor hereby retains Subrecipient to implement a portion of the federal program described in the Federal Award by carrying out all work described in the Program Description.

4. **Term.** The term of this Agreement begins on the first day of the Performance Period and ends 90 days after the last day of the Performance Period (reference 2 CFR 200.344(b)). Subrecipient must submit all reports (financial, performance, and other reports required by the City) before the end of the term.

5. **Notice.** Official notices having legal effect if properly served, shall be provided to the other Party via a nationally recognized overnight courier service with proof of delivery, or by registered or certified mail (postage prepaid, return receipt requested), to the Official Address of the receiving Party, with a courtesy email copy to the Official Email Address of the receiving Party. The official notice shall be deemed served on the date noted on the proof of delivery or return receipt. Counsel for a Party may give or receive notice or demand on behalf of such Party, and such notice or demand shall be treated as being sent or received by such Party. All other notices may be sent to the Official Email Address.

6. **Payment Process.** Grantor will reimburse Subrecipient a reimbursement basis in response to receiving timely payment requests in accordance with the following:

    a. Contents of Payment Requests: Payment requests must be accompanied by appropriate supporting documentation demonstrating that the costs being invoiced are both allowable and allocable to the

grant. Payment requests must also include the following certification signed by an officer who is authorized to legally bind the Subrecipient (reference 2 CFR 200.415(b)):

"I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812." Each such certification must be maintained pursuant to the requirements of § 200.334. This paragraph applies to all tiers of subrecipients."

b. Frequency of Payment Requests: Payment requests shall be provided to Grantor as frequently as a monthly basis unless otherwise agreed to in writing.

c. Payment and Return of Misused Funds.

i. Grantor shall not reimburse Subrecipient for any costs incurred: (a) in excess of the amount of the Subaward, (b) in violation of any federal, state, or local law, regulation, ordinance or rule, (c) in violation of the terms of the Federal Award; (d) in violation of this Agreement; and/or (e) which were not procured in accordance with and directly related to the Program Description.

ii. Grantor shall make payment to Subrecipient within sixty (60) days after receipt of invoice from Subrecipient.

7. Public Records

a. Wisconsin Public Records Disclosure. Grantor understands that Subrecipient is bound by the Wisconsin Public Records Law, Wis. Stat. §19.21, et. seq. Pursuant to Wis. Stat. §19.36(3), Subrecipient may be obligated to produce, to a third party, the records "produced or collected" by Grantor under this Agreement **("Records")**. Grantor is further directed to Wis. Stat. §19.21, et. seq., for the statutory definition of Records subject to disclosure under this paragraph, and Grantor acknowledges that it has read and understands that definition. Grantor shall produce such Records to Subrecipient if, in Subrecipient's determination, Subrecipient is required to produce the Records to a third party in response to a public records request. Grantor's failure to produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Grantor must defend and hold Subrecipient harmless from liability due such breach.

b. Records Retention. Except for award records subject to 2 C.F.R. § 200.334, Subrecipient and Grantor shall retain Records for seven (7) years from the date of the Record's creation. Regarding federal award records subject to 2 C.F.R. § 200.334, Grantor and Subrecipient shall retain records in accordance with that section. Consistent with § 200.334, Subrecipient and Grantor shall retain such records if any litigation, claim, or audit is started before the expiration of the three-year period and until such litigation, claim, or audit is resolved and final action taken.

8. Audit. Grantor and Sub recipient shall make required reports, studies, analysis, memoranda, information, records, and related data and materials created as a result of this Agreement **("Documents")** available to Subrecipient the other and/or the appropriate federal or state agency or the United States Comptroller General to allow the same to audit, examine, excerpt or transcribe the Documents and audit, examine, excerpt or

transcribe all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement any time during normal business hours and as often as the aforementioned auditor or examiner, in its sole discretion, deem necessary. Neither Party shall charge any additional fees to the other, the appropriate federal or state agency, or the Comptroller General by virtue of any additional work or costs associated with the performance of Grantor's duties under this section.

9. **City Non-Discrimination Requirements.** In addition to any other non-discrimination provision included in this Agreement, it is Subrecipient's policy not to discriminate against any qualified employee or qualified applicant for employment because of an individual's sex, race, religion, color, national origin or ancestry, age, disability, lawful source of income, marital status, sexual orientation, gender identity or expression, victimhood of domestic abuse or sexual assault, past or present membership in the military service, HIV status, domestic partnership, genetic identity, homelessness, familial status, or an individual's affiliation or perceived affiliation with any of these categories **("Protected Classes")**, pursuant to Milwaukee Code of Ordinances (MCO) Section 109-9. Grantor and its subcontractors employing any resident of the City of Milwaukee may not discriminate against any member of the Protected Classes, and such contractors must insert this clause into any subcontracts of subcontractors employing any resident of the City of Milwaukee.

10. **Conflicts of Interest**. Any contract, including this Agreement, in which a member of the City of Milwaukee Common Council is an interested party shall be voidable at the sole discretion of Subrecipient, and Subrecipient may sue to recover any amounts paid on such contract (or subaward).

11. **Termination for Cause.** If Grantor or Subrecipient shall fail to fulfill in a timely and proper manner any of its obligations or violate any of the provisions of this Agreement, the other Party shall have the right to terminate this Agreement. If the breach is deemed to be curable by the non-breaching Party, the non-breaching Party shall notify breaching Party of its intent to terminate, by giving the breaching Party written notice at least five (5) business days before the effective date of the termination, identifying the alleged deficiencies in performance, and shall give the breaching Party thirty (30) days to cure such deficiencies prior to termination. If the non-breaching Party determines that the breach is not curable, the non-breaching Party may terminate the agreement with immediate effect, and shall reimburse Subrecipient for all properly incurred completed expenses and properly incurred non-terminable expenses. Notwithstanding the above, Grantor shall not be relieved of liability to Subrecipient for damages sustained by Subrecipient by virtue of any breach of the Agreement, and Subrecipient shall retain its remedies under law. Subrecipient shall immediately stop incurring new costs upon receipt of the notice of termination.

12. **Termination for Convenience**. Grantor may terminate this Agreement at any time for any reason by giving at least sixty (60) days' notice in writing from Grantor to Subrecipient. If Subrecipient is terminated for convenience, Subrecipient will be paid for its costs to date of termination and non-cancelable obligations properly incurred prior to the date of termination, all of which meet the other payment requirements of the Agreement. Subrecipient shall stop incurring new costs upon receipt of the notice of termination.

13. **Notice to Stop Work**. Subrecipient shall cease incurring costs or obligations under the Agreement upon notice by Grantor. Grantor shall provide such notice in the event that Grantor determines that the federal financial assistance providing support for the Agreement may be at risk or insufficient. For purposes of this provision, notice may be initially given via email or phone call, and shall be followed as soon as practicable through the Notice provisions of the Agreement. Subrecipient shall not begin again to incur costs or obligations until receiving a notice to proceed from the Grantor.

14. **Independent Legal Entities**. Subrecipient and Grantee are independent legal entities, and neither Party's employees or agents are employees of the other Party, nor are they entitled to any fringe benefits or any other benefits to which the other Party's salaried employees are entitled to or are receiving. Personal income tax payments, social security contributions, insurance, and all other governmental reporting and contributions required as a consequence of Subrecipient receiving payment under this Agreement shall be the sole responsibility of Subrecipient. Subrecipient and Grantor form no joint venture or legal partnership under this Agreement.

15. **Severability**. If any term of this Agreement is, to any extent, held invalid or incapable of being enforced, such term shall be excluded only to the extent of such invalidity or unenforceability. All other terms hereof shall remain in full force and effect and, to the extent possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

16. **Modification** No amendment of this Agreement will be effective unless and until it is in writing and signed by both Parties.

17. **Survival**. The terms of the Agreement and any of its exhibits that by reasonable implications contemplate continued performance, rights, or compliance beyond expiration or termination of the Agreement survive the Agreement and will continue to be enforceable.

18. **Remedies and no waiver**. Nothing in this Agreement shall be construed to waive any privilege, right of recovery, cause of action, defense, remedy, category of damages, or immunity to which either Party is entitled under common law, or federal, state, or local law; waiver of any of the foregoing may only be accomplished in writing by an individual with the authority to bind the Party(ies). No waiver by either Party of satisfaction of a condition or failure to comply with an obligation under this Agreement will be effective unless and until it is in writing and signed by the waiving Party, and no such waiver will constitute a waiver or satisfaction of any other condition or failure to comply with any other obligation.

19. **Law and Venue**. The Parties agree that the laws of the State of Wisconsin, without giving effect to its principles of conflicts of law, govern all adversarial proceedings arising out of this Agreement. Venue shall lie in any court of competent jurisdiction within Milwaukee County, Wisconsin, to the exclusion of any other venue.

20. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the Parties with respect to the subject matter of the Agreement.

21. Reporting. Grantor shall be responsible for meeting the reporting and compliance requirements of the Federal Agency. Subrecipient shall provide supporting information as required elsewhere in this Agreement.

22. **Contract Terms Required by Federal Law.** The following federal requirements are hereby incorporated into this Agreement:

    a. Terms and Conditions of the Federal Award. All terms and conditions of the Federal Award, which are attached to this Agreement as an exhibit, and which by their terms or context are required to "flow down" and bind Subrecipient, are made terms of this Agreement. For sake of clarity, and without affecting the applicability of any other term, terms 2.11, 2.12, 2.14 do not flow down to Subrecipient.

b. Applicable portions of the Uniform Administrative Requirements at 2 CFR 200. All portions of the Uniform Administrative Requirements codified at 2 CFR 200, which are applicable to subrecipients at any tier, are incorporated into this Agreement and made binding upon Subrecipient unless the Terms and Conditions of the Federal Award supersede the Uniform Administrative Requirements. These include, but are not limited to:

   i. The procurement standards at 2 CFR 200.322.

   ii. Sam.gov profile. Subrecipient is required to maintain an active profile on SAM.GOV and a Unique Entity Identification number.

   iii. Financial management. Subrecipient agrees to maintain a financial management system that complies with the rules, regulations and requirements of the program funding source described in the Federal Award and with other standards as/if established by Federal Agency 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 those of other funding sources, agreements, programs, and/or projects. Subrecipient shall maintain a uniform double entry, full accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles. Subrecipient's chart of accounts and accounting system shall permit timely preparation of reports of program expenditures by provider type. Records shall be maintained after final audit of the Agreement for a period of not less than seven (7) years unless the program requirements are longer. Subrecipient shall also have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards. Subrecipient's financial management system must also meet all requirements of 2 CFR 200.302.

   iv. Single Audit. If Subrecipient expends more than $750,000 in Federal awards during their fiscal year it will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200 Subpart F regarding audit requirements

   v. Conflict of interest. Subrecipient will maintain a conflict of interest policy consistent with 2 C.F.R. §§ 200.112 and 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this Agreement. Subrecipient must disclose in writing to Federal Agency any potential conflict of interest affecting the awarded funds.

c. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25.

d. Governmentwide Requirements for Drug-Free Workplace, 41 U.S.C. 701, as amended.

e. Protections for Whistleblowers, found at accordance with 41 U.S.C. § 4712.

f. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

g. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, grantees, and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

h. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

i. Publications and Insignia. Subrecipient shall acknowledge Federal Agency support in any publications, audiovisuals, and electronic media developed as a result of this award. Subrecipient shall not use the Federal Agency's insignia without first identifying, reviewing, and complying with the usage policies published the Federal Agency.

j. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

k. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170.

l. Nondiscrimination. Subrecipient must comply with statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
    i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance, and including those provisions relating to limited English proficiency;
    ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
    iii. Title IX of the Education Amendments of 1972 which prohibits discrimination on the basis of sex (in educational programs and activities).
    iv. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
    v. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance; and
    vi. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
    vii. Applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program. The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable

requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs." The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

m. Equal Employment Opportunity. (Reference 2 CFR Appendix-II-to-Part-200(C)). Except as required by Executive Order 14173 “Ending Illegal Discrimination and Restoring Merit-Based Opportunity,” or other applicable authority, Subrecipient certifies to the following (note that because 41 CFR 60-1.4(b) requires the incorporation of specific language, for purposes of this section, Subrecipient may be referred to as “the contractor”). During the performance of this contract, Contractor agrees as follows:
    i. (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
        1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
    ii. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
    iii. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
    iv. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
    v. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor, unless and until repealed.
    vi. (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

n. Davis-Bacon Requirements. (Reference 2 CFR Appendix-II-to-Part-200(C)). All laborers and mechanics employed by Subrecipient or its subcontractors in the performance of construction, alteration, or repair work in excess of $2,000 shall be paid wages at rates not less than those prevailing on similar projects in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code commonly referred to as the "Davis-Bacon Act" (DBA). Subrecipient shall provide City with weekly certified payroll reports from itself and its subcontractors, and shall maintain those reports for three years after the completion of the project. Subrecipient and its subcontractors shall permit City and/or Federal Agency or Federal Agency's agents to conduct payroll and job-site reviews, including interviews with employees, with such frequency as may be necessary to assure compliance and as requested or directed by Federal Agency. Subrecipient and its subcontractors must cooperate with any authorized representative of the U.S. Department of Labor in their inspection of records, interviews with employees, and other actions undertaken as part of a Department of Labor investigation. Subrecipient and its subcontractors must post in a prominent and accessible place the wage determination(s) and Department of Labor Publication: WH-1321, Notice to Employees Working on Federal or Federally Assisted Construction Projects. Subrecipient must incorporate similar Davis-Bacon compliance provisions into its relevant subcontracts.

o. Copeland "Anti-Kickback" Act (40 U.S.C. 3145). (Reference 2 CFR Appendix-II-to-Part-200(C)). Subrecipient must also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Subrecipient is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. Subrecipient must include a similar Copeland "Anti-Kickback" Act, as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), provision its relevant subcontracts.

p. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) for Laborers and Mechanics. (Reference 2 CFR Appendix-II-to-Part-200(C)). If this is an agreement in excess of $100,000 and involves the employment of mechanics or laborers, Subrecipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act,

each contractor or subrecipient is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

q. Rights to Inventions Made Under a Contract or Agreement. (Reference 2 CFR Appendix-II-to-Part-200(C)). If the Federal Award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Agreement is for the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. The term *funding agreement* means any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

r. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. (Reference 2 CFR Appendix-II-to-Part-200(C)). If this Agreement is in excess of $150,000, Subrecipient comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

s. Debarment and Suspension (Executive Orders 12549 and 12689). (Reference 2 CFR Appendix-II-to-Part-200(C)). By executing the Agreement, Subrecipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management. Subrecipient further certifies it is not debarred, suspended, or otherwise excluded by agencies, and is not declared ineligible, to contract with federal funds under statutory or regulatory authority. Should Subrecipient become debarred, suspended or otherwise excluded from contracting with federal funding, Subrecipient shall notify City immediately.

t. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). (Reference 2 CFR Appendix-II-to-Part-200(C)). If this Agreement exceeds one hundred thousand dollars ($100,000), by signing this Agreement, **Subrecipient certifies that**:

    i. No federal appropriated funds have been paid or will be paid, by or on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal

grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

ii. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Subrecipient shall request from City and provide, completed, to City the "Disclosure Form to Report Lobbying," in accordance with its instructions as amended by "Governmentwide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96).

iii. Subrecipient shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

iv. **This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into**. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars ($10,000) and not more than one hundred thousand dollars ($100,000) for each such failure. Subrecipient certifies and affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Subrecipient understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any. FAR 52.203-12, “Limitation on Payments to Influence Certain Federal Transactions” is hereby incorporated by reference into this certification.

u. Procurement of Recovered Materials. (Reference 2 CFR 200.323; Appendix II to 2 CFR 200). Subrecipient must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Subrecipient should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

v. Prohibition on certain telecommunications and video surveillance equipment or services. (Reference 2 CFR 200.216; Appendix II to 2 CFR 200). Subrecipient may not obligate or expend any grant funds to: (1) Procure or obtain covered telecommunications equipment or services; (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or (3) Enter into a

contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services. As described in section 889 of Public Law 115-232, "covered telecommunications equipment or services" means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment; (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. For the purposes of this section, "covered telecommunications equipment or services" also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. **By executing the Agreement, the Subrecipient certifies that it will comply with the prohibition on covered telecommunications equipment and services in this paragraph.** For additional information, see section 889 of Public Law 115-232 and § 200.471.

w. Domestic preferences for procurements. (Reference 2 CFR 200.322; Appendix II to 2 CFR 200). Subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

x. Buy American Requirement for Infrastructure Projects. (Reference 2 CFR 200.322; 2 CFR Part 184; Appendix II to 2 CFR 200)
    i. Definitions. All definitions found at 2 CFR 184.3 are incorporated herein.
    ii. Domestic Content Procurement Preference Requirement (also referred to as the Buy American Requirement) - means a requirement that no amounts made available through a program for federal financial assistance may be obligated for an infrastructure project unless—
        1. all iron and steel used in the project are produced in the United States;
        2. the manufactured products used in the project are produced in the United States; or
        3. the construction materials used in the project are produced in the United States.
    iii. Infrastructure includes, at a minimum, the structures, facilities, and equipment located in the United States, for: roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal

facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and generation, transportation, and distribution of energy - including electric vehicle (EV) charging. The term "infrastructure" should be interpreted broadly, and the definition provided above should be considered as illustrative and not exhaustive.

iv. Manufactured Products are items used for an infrastructure project made up of components that are not primarily of iron or steel; construction materials; cement and cementitious materials' aggregates such as stone, sand, or gravel; or aggregate binding agents or additives.

v. Primarily of iron or steel means greater than 50% iron or steel, measured by cost.

vi. Project- means the construction, alteration, maintenance, or repair of infrastructure in the United States.

vii. Public- The Buy America Requirement does not apply to non-public infrastructure. For purposes of this guidance, infrastructure should be considered "public" if it is: (1) publicly owned or (2) privately owned but utilized primarily for a public purpose. Infrastructure should be considered to be "utilized primarily for a public purpose" if it is privately operated on behalf of the public or is a place of public accommodation.

viii. Buy America Requirement.

1. None of the funds provided under this Award (federal share or recipient cost-share) may be used for a project for infrastructure unless:
    a. All iron and steel used in the project is produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
    b. All manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
    c. All construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.
2. The Buy America Requirement only applies to articles, materials, and supplies that are consumed in, incorporated into, or permanently affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought into the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America Requirement apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

ix. <u>Certification of Compliance. If this Agreement meets the definitions above and the Buy American certification applies, by executing the Agreement, Subrecipient certifies that its work and materials on the Agreement-funded portion of the scope identified above complies</u>

with this Buy American Requirement, and further certifies that it maintains documentation for proof of compliance that those articles, materials, and supplies that are consumed in, incorporated into, affixed to, or otherwise used in the infrastructure project are produced in the United States. The documentation must be provided by the suppliers or manufacturers of the iron, steel, manufactured products and construction materials. Contractor must provide copies of such documentation to the City and must also produce them upon request to DOE, auditors or Office of Inspector General.

y. Executive Order 13202: Preservation of Open Competition and Government Neutrality Towards Contractors' Labor Relations on Federal and Federally Funded Construction Contracts. These requirements apply to Subrecipient and to any manager of a construction project acting on their behalf, which must ensure that the bid specifications, project agreements, and other controlling documents do not: (a) require or prohibit bidders, offerors, contractors, or subcontractors to enter into or adhere to agreements with one (1) or more labor organizations, on the same or other related construction project(s); or (b) otherwise discriminate against bidders, offerors, contractors, or subcontractors for becoming or refusing to become or remain signatories, or otherwise to adhere to agreements with one (1) or more labor organizations, on the same or other related construction project(s). Contractors or subcontractors are not prohibited from voluntarily entering into agreements with one or more labor organizations.

IN WITNESS HEREOF, Subrecipient and the City of Milwaukee, as pass-through entity and acting through its City Department, have caused this Agreement to be executed by their respective officers duly authorized to legally bind their organizations:

Grantor: Harbor District, Inc. _____ Signature: Tia Torhorst _____ Name and Title: Tia Torhorst, CEO _____ Dated:___05/22/25_____	City Department Signature: _____ Dated:_____
	_____ Bill Christianson, Comptroller Dated:

This document in its unaltered state has been approved by the Office of the City Attorney

Exhibit A - Terms and Conditions of the Federal Award

	NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT	**1. NFWF PROPOSAL ID:** 79205	**2. NFWF GRANT ID:** 0501.23.079205
		3. UNIQUE ENTITY IDENTIFIER (UEI) ELK9PG29MK58	**4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS)** 10%

5. SUBRECIPIENT TYPE Non-profit	**6. NFWF SUBRECIPIENT** Harbor District, Inc.
7. NFWF SUBRECIPIENT CONTACT	**8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION**
Aaron Zeleske Harbor District, Inc. 600 E Greenfield AVE Milwaukee, WI 53204 aaron@harbordistrict.org	Dalton Schmitz National Fish and Wildlife Foundation 1133 15th Street, N.W. Suite 1000 Washington, D.C. 20005 Tel:202-857-0166 Fax: 202-857-0162 dalton.schmitz@nfwf.org

9. PROJECT TITLE
Installing Green Infrastructure and Introducing Native Vegetation Along Kinnickinnic River (WI)

10. PROJECT DESCRIPTION
Install 38,300 square feet of green infrastructure, remove 1,843 pounds of sediment, plant 40 trees, and retain 1.76 million gallons of stormwater annually. The project will introduce native vegetation, and improve water quality to enhance the riparian corridor's habitat value.

11. PERIOD OF PERFORMANCE	**12. TOTAL AWARD TO SUBRECIPIENT**	**13. TOTAL FED. FUNDS**	**14. TOTAL NON-FED. FUNDS**
August 1, 2023 to June 30, 2026	$528,385	$428,385	$100,000

15. FEDERAL MATCH REQUIREMENT N/A	**16. NON-FEDERAL MATCH REQUIREMENT** $545,513

17. SUBRECIPIENT INDIRECT COST RATE TERMS
The rate specified in Line 4 reflects either, the indirect cost rate negotiated between the Subrecipient and their cognizant federal agency as stated in the Subrecipient's valid Negotiated Indirect Cost Rate Agreement (NICRA), or, the indirect cost rate that the Subrecipient applied to the project budget. During the life of this Agreement, the indirect cost rate applied to this award will not exceed the rate stated in the Subrecipient's valid NICRA for the relevant period.

18. TABLE OF CONTENTS

SEC.	DESCRIPTION
1	NFWF Agreement Administration
2	NFWF Agreement Clauses
3	Representations, Certifications, Obligations, and Other Statements – General
4	Representations, Certifications, and Other Statements Relating to Federal Funds- General
5	Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific
6	Other Representations, Certifications, Statements and Clauses

19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL							
A. FUNDING SOURCE (FS)	**B. NFWF FS ID**	**C. FS AWARD DATE TO NFWF**	**D. FAIN**	**E. TOT FED. AWARD TO NFWF**	**F. TOT OBLG. TO SUBRECIPIENT**	**G. FS END DATE**	**H. CFDA**
U.S. Fish and Wildlife Service	FC.R583	08/25/2023	F23AC03024	$15,031,566.02	$428,385	09/30/2027	15.662
Caerus Foundation, Inc.	TR.A466	N/A	N/A	N/A	$100,000	12/31/2025	N/A

20. NOTICE OF AWARD

The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.

A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (*Type or Print*)		**D. NAME AND TITLE OF NFWF AWARDING OFFICIAL**	
Tia Torhost, CEO		Holly A. Bamford, PhD, Chief Conservation Officer	
B. SUBRECIPIENT BY tia torhost	**C. DATE** 12/19/2023	**E. NATIONAL FISH AND WILDLIFE FOUNDATION BY**	**F. DATE** 12/20/2023

NFWF prohibits discrimination in all its programs and activities on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, personal appearance, citizen status, disability, sexual orientation, gender identity or expression, pregnancy, child birth or related medical conditions, family responsibilities, matriculation, genetic information, political or union affiliation, veteran status or any other status protected by applicable law ("Protected Categories"). In addition, NFWF prohibits retaliation against an individual who opposes an unlawful educational practice or policy or files a charge, testifies or participates in any complaint under Title VI. NFWF complies with all applicable federal, state and local laws in its commitment to being an equal opportunity provider and employer; accordingly, it is NFWF's policy to administer all employment actions, including but not limited to, recruiting, hiring, training, promoting, and payment of wages, without regard to any Protected Category(ies).

See Reporting Schedule on the following page.

21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE

Reporting Task	Task Due Date
Annual Financial Report	August 1, 2024
Interim Programmatic Report	August 1, 2024
Annual Financial Report	August 1, 2025
Interim Programmatic Report	August 1, 2025
Final Financial Report	August 30, 2026
Final Programmatic Report	August 30, 2026

SECTION 1 NFWF AGREEMENT ADMINISTRATION

1.1. Amendments.

During the life of the Project, the NFWF Subrecipient is required to immediately inform in writing the NFWF Grants Administrator of any changes in contact information, Key Personnel, scope of work, indirect cost rate, as well as any difficulties in completing the performance goals articulated in the Project description. NFWF Subrecipients must request an amendment from NFWF upon determination of a deviation from the original Grant Agreement as soon as such deviation is detected. NFWF reserves the right to approve, deny and/or negotiate any such request. Alternatively, NFWF may initiate an amendment if NFWF determines an amendment is necessary at any time. Amendment requests are to be submitted via NFWF's grants management system.

1.1.1. Budget Amendment Request.

If the NFWF Subrecipient determines that: 1) the amount of the budget is going to change in any one direct cost category by an amount that exceeds 10% of the Award, or 2) there is a need to increase indirect costs, the NFWF Subrecipient must seek prior written approval via an amendment request in NFWF's grants management system.

1.1.2. Extension of Performance Period.

If additional time is needed to complete the approved Project, the NFWF Subrecipient should contact the NFWF Grants Administrator at least 45 calendar days prior to the project period expiration date to initiate the no-cost extension request process in NFWF's grants management system. In addition, if there are overdue reports required, the NFWF Subrecipient must ensure that they are submitted along with or prior to submitting the no-cost extension request.

1.2. Matching Contributions.

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Are verifiable from the NFWF Subrecipient's records; (2) Are not included as contributions for any other federal award; (3) Are necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Are not paid by the U.S. Government under another federal award except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs when authorized by federal statute; (6) Are provided for in the approved budget when required by the federal awarding agency; (7) Are committed directly to the project and must be used within the period of performance as identified in this Agreement; (8) Otherwise conform to the law; and, (9) Are in compliance with the requirements of Section 3.3 of this Agreement concerning Compliance with Laws.

1.2.1. Documentation and Reporting of Matching Contributions.

The NFWF Subrecipient must retain supporting documentation, including detailed time records for contributed services, original receipts, appraisals of real property, and comparable rentals for other contributed property, at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable federal regulations. The NFWF Subrecipient must report match progress in Payment Requests and Financial Reports.

1.2.2. Assessing Fair Market Value.

Fair market value of donated goods, services and property, including volunteer hours, shall be computed as outlined in §200.306 of 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (hereinafter "OMB Uniform Guidance"), regardless of whether this Agreement is federally funded.

1.3. Payment of Funds.

To be eligible to receive funds, NFWF Subrecipient must submit to NFWF (1) an original executed copy of this Agreement for the Project; (2) any due financial and programmatic reports; and (3) a complete and accurate Payment Request via NFWF's grants management system. At any time, NFWF reserves the right to require submission of source documentation, including but not limited to timesheets, cash receipts, contracts or subaward agreements, for any costs where the NFWF Subrecipient is seeking reimbursement by NFWF. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of final reports.

1.3.1. Reimbursements.

NFWF Subrecipient may request funds on a reimbursable basis. Reimbursement requests must include expenditures to date and an explanation of any variance from the approved budget.

1.3.2. Advances.

NFWF Subrecipient may request advance payment of funds prior to expenditure provided that the NFWF Subrecipient: (1) demonstrates an immediate need for advance payment; (2) documents expenditure of advanced funds; 3) maintains written procedures that minimize the time elapsing between the transfer of funds and disbursement; and (4) has established appropriate financial management systems that meet the needs and standards for fund control and accountability. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient's needs.

1.3.3. Interest.

Any interest earned in any one year on funds advanced to the NFWF Subrecipient that exceeds $500 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to $500 per year may be retained by the NFWF Subrecipient for administrative expense.

1.4. Reports.

1.4.1. Interim Programmatic Reports.

The NFWF Subrecipient will submit interim programmatic reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim programmatic report shall consist of written statements of Project accomplishments and updated metric values since Project initiation, or since the last reporting period, and shall be submitted via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

1.4.2. Interim Financial Reports.

The NFWF Subrecipient will submit interim financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim financial report shall consist of financial information detailing cumulative expenditures made under this Project since Project initiation and shall be uploaded via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

1.4.3. Annual Financial Report.

The NFWF Subrecipient will submit annual financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The NFWF Subrecipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

1.4.4. Final Reports.

Based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project funds received, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and documenting the accomplishments and metric values achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) photographs as described in Section 1.4.3.1 below. The final reports and digital photo files should be uploaded via NFWF's grants management system. Any requests for extensions of final report submission dates must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance. NFWF may require specific formatting and/or additional information as appropriate.

1.4.4.1. Photographs.

NFWF requests, as appropriate for the Project, a representative number of high-resolution (minimum 300 dpi) photographs depicting the Project (before-and-after images, images of species impacted, and/or images of staff/volunteers working on the Project). Photographs should be uploaded with the Final Programmatic Report via NFWF's grants management system as individual .jpg files. The Final Programmatic Report narrative should list each photograph, the date the

photograph was taken, the location of the photographed image, caption, photocredit, and any other pertinent information (e.g., species, activity conducted) describing what the photograph is depicting. By uploading photographs to NFWF's grants management system the NFWF Subrecipient certifies that the photographs are unencumbered and that NFWF and Project Funders have a fully paid up non-exclusive, royalty-free, irrevocable, perpetual, worldwide license for posting of Final Reports and for any other purposes that NFWF or the Project Funder determines appropriate.

1.4.5. Significant Developments.

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known:

1.4.5.1. Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective, including but not limited to the objective itself, its schedule and/or the budget. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and/or,

1.4.5.2. Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or produce more or different beneficial results than originally planned.

1.5. Reports and Payment Requests.

All reports, financial, programmatic, or otherwise, or payment requests under a federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient's full authority to render such reports and requests for payment and to provide required certifications as set forth in 2 CFR 200.415, as applicable.

1.6. Record Retention and Access.

1.6.1. Retention Requirements for Records.

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the latest end date of the funding source(s) referenced above in line 19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL or the close-out of all pending matters or audits related to this Agreement, whichever is later. As funding source end dates may be extended over time, the NFWF Subrecipient will be notified of the most up-to-date record retention requirements upon closure of this Award. If any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 3-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place or if funding source end date(s) is extended so as to extend the retention period. Records for real property and equipment acquired with federal funds must be retained for at least three (3) years following disposition of such real property. For awards solely funded with funding sources with "N/A" listed as

the end date, NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the date of final payment or the Period of Performance end date, whichever is later.

1.6.2. Access to Records.

NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of the United States or any of their authorized representatives if the Funding Source or any funding entity (*i.e.,* a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

SECTION 2 NFWF AGREEMENT CLAUSES

2.1. Restrictions on Use of Funds.

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Agreement. No funds provided by NFWF pursuant to this Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Agreement or otherwise unallowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

2.2. Assignment.

The NFWF Subrecipient may not assign this Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

2.3. Subawards and Contracts.

When making subawards or contracting, NFWF Subrecipient shall:(1) abide by all applicable granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance (2 C.F.R. Part 200); (2) ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200); and (3) ensure that such subaward or contracting complies with the requirements in Section 3.3 of this Agreement concerning Compliance with Laws. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state, and local requirements to lower-tiered subawardees and contractors.

2.4. Unexpended Funds.

Any funds provided by NFWF and held by the NFWF Subrecipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

2.5. Publicity, Acknowledgment of Support, and Disclaimers.

2.5.1. Publicity.

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Agreement and the Project in press releases, publications, and other public communications.

2.5.2. Acknowledgment of Support.

The NFWF Subrecipient agrees to: (1) give appropriate credit to NFWF and any Funding Sources identified in this Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Agreement or any of the project deliverables associated with this Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (2) include the disclaimer provided at Section 2.5.4.

2.5.3. Logo Use.

The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo or marks of any Funding Source.

2.5.4. Disclaimers.

Payments made to the NFWF Subrecipient under this Agreement do not by direct reference or by implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Subrecipient through this Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Agreement shall carry the following disclaimer, which NFWF may revise at any time at its sole discretion:

For Projects funded in whole or part with federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

For Projects not funded with federal funds: "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

2.6. Posting of Final Reports.

The NFWF Subrecipient hereby acknowledges and consents for NFWF and any Funding Source identified in this Agreement to post its final programmatic reports and deliverables on their respective websites. In the event that the NFWF Subrecipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Subrecipient shall so notify NFWF and any Funding Source identified in this Agreement and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

2.7. Website Links.

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all NFWF websites to any websites created by the NFWF Subrecipient in connection with the Project.

2.8. Evaluation.

Throughout a program or business plan, NFWF engages in monitoring and evaluation to assess progress toward conservation goals and inform future decision-making. These efforts use both data collected by grantees as part of their NFWF grant as well as post-award project data collected by third-party entities commissioned to conduct a program evaluation. The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information

to assist in evaluating the accomplishments of the Project period of five (5) years after the project end date.

2.9. Intellectual Property.

Reports, materials, books, databases, monitoring data, maps and spatial data, audio/video, and other forms of intellectual property created using this grant may be copyrighted or otherwise legally protected by the NFWF Subrecipient or by the author. The NFWF Subrecipient agrees to provide to NFWF and any Funding Source identified in this Agreement a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use, publish, copy and alter the NFWF Subrecipient's intellectual property created using this award for non-commercial purposes in any media – whether now known or later devised – including posting such intellectual property on NFWF's or Funding Source websites and featuring in publications. NFWF retains the right to use project metrics and spatial data submitted by the NFWF Subrecipient to estimate societal benefits that result and to report these results to funding partners on a case-by-case basis as determined by NFWF. These may include but are not limited to: habitat and species response, species connectivity, water quality, water quantity, risk of detrimental events (e.g., wildfire, floods), carbon accounting (e.g., sequestration, avoided emissions), environmental justice, and diversity, equity, and inclusion.

2.10. System for Award Management (SAM) Registration.

The NFWF Subrecipient must maintain an active SAM registration at www.SAM.gov until the final financial report is submitted or final payment is received, whichever is later. If the NFWF Subrecipient's SAM registration expires during the required period, NFWF will suspend payment to the NFWF Subrecipient until the SAM registration is updated.

2.11. Arbitration.

All claims, disputes, and other matters in question arising out of, or relating to this Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time, not to exceed three years, after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Agreement.

2.12. Indemnity.

The NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Agreement.

2.13. Insurance.

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this Agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient

provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Agreement.

2.14. Choice of Law/Jurisdiction.

This Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Agreement, the NFWF Subrecipient agrees to submit to the exclusive jurisdiction of the courts of the District of Columbia. The terms of this provision will survive termination of this Agreement.

2.15. Stop Work.

NFWF may, at any time, by written order to the NFWF Subrecipient, require the NFWF Subrecipient to stop all, or any part, of the work called for by this Agreement for a period of 90 days after the order is delivered to the NFWF Subrecipient. The order shall be specifically identified as a stop-work order issued under this section. Upon receipt of the order, the NFWF Subrecipient shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to this Agreement covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop-work order is delivered to the NFWF Subrecipient, or within any extension of that period to which the parties shall have agreed, NFWF shall either cancel the stop-work order or terminate the Agreement under section 2.16.

2.16. Termination.

2.16.1. Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Agreement, or any portion thereunder, upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:

2.16.1.1. the NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,

2.16.1.2. the NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,

2.16.1.3. suspension or debarment by the Government of the NFWF Subrecipient; or,

2.16.1.4. any breach of the requirements set forth in Section 3.3 of this Agreement concerning Compliance with Laws; or,

2.16.1.5. NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes, in its sole discretion, cannot be mitigated; or,

2.16.1.6. after written notice and a reasonable opportunity, the NFWF Subrecipient is unable to cure a perceived non-compliance with any material term (other than those enumerated at 2.16.1.1 – 2.16.1.5) of this Agreement. The cure

period shall be considered the timeframe specified by the Funding Source(s), if any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Funding Source(s), ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Agreement; or,

2.16.1.7. if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

2.16.2. Either Party may terminate this Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party.

2.16.3. In the event of termination of this Agreement prior to Project completion, the NFWF Subrecipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

2.16.3.1. Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).

2.16.3.2. Place no further work orders or enter into any further subawards or contracts for materials, services, or facilities, except as necessary to complete work as specified in NFWF's notice.

2.16.3.3. Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.

2.16.3.4. With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and contracts. NFWF will reimburse the NFWF Subrecipient for non-cancelable allowable costs incurred by the NFWF Subrecipient prior to termination that cannot be mitigated. However, the foregoing is subject to the complete reimbursement of such costs by the Funding Source; accordingly, any amounts ultimately not paid, or which are recouped by the Funding Source, are subject to recoupment by NFWF.

2.16.3.5. Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Subrecipient under this Agreement, whether completed or in progress.

2.16.3.6. Return to NFWF any unobligated portion of the Award.

2.17. Entire Agreement.

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

2.18. Severability.

Each provision of this Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

2.19. Interpretation and Construction.

2.19.1. This Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except in the event of any inconsistency between them. In the event of a conflict between any portion of this Agreement and another portion of this Grant Agreement, first the Sections will apply in the following order of precedence: 5, 4, 3, 1, 2 and 6, and then any supplemental attachments.

2.19.2. The title designations of the provisions to this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

2.19.3. Every right or remedy conferred by this Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.

2.19.4. The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Agreement, a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.

2.19.5. Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Agreement, the rights and obligations of this Agreement, which by their nature extend beyond its expiration or termination, shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

SECTION 3 REPRESENTATIONS, CERTIFICATIONS, OBLIGATIONS AND OTHER STATEMENTS – GENERAL

3.1. Binding Obligation.

By execution of this Agreement, NFWF Subrecipient represents and certifies that this Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

3.2. Additional Support.

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Agreement.

3.3. Compliance with Laws.

3.3.1. In General.

By execution of this Agreement and through its continued performance hereunder, the NFWF Subrecipient represents, certifies and agrees that it is and shall continue to conduct all such activities in compliance with all applicable federal, state, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Agreement.

3.3.2. Compliance with Anti-Corruption Laws.

The NFWF Subrecipient represents, certifies and agrees to ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq*.), or any other applicable anti-corruption laws or regulations (e.g., UK Bribery Act 2010) in the countries in which the NFWF Subrecipient performs under this Agreement.

3.3.3. Compliance with Anti-Terrorism Laws.

The NFWF Subrecipient represents, certifies and agrees not to provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac; (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at

http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml; (3) on the consolidated list maintained by the U.S. Department of Commerce at http://export.gov/ecr/eg_main_023148.asp, or (4) on such other list as NFWF may identify from time to time.

3.3.4. Compliance with Additional Laws and Restrictions.

The NFWF Subrecipient represents, certifies and agrees to ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

3.4. Subrecipient Debarment and Suspensions.

By and through NFWF Subrecipient's execution of this Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at https://www.sam.gov/portal/public/SAM/.

3.5. Conflicts of Interest.

By execution of this Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Agreement, NFWF Subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.

SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – GENERAL

4.1. If the Funding Source or any funding entity (*i.e.,* a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

The NFWF Subrecipient will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable federal regulations. This includes, but is not limited to, the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Subaward and Executive Compensation Information. The most recent version of the Electronic Code of Federal Regulations can be found at https://www.ecfr.gov/.

4.2. 2 CFR § 200 Subpart F Audits.

It is the responsibility of the NFWF Subrecipient to arrange for audits as required by 2 CFR Part 200, Subpart F – Audit Requirements. The NFWF Subrecipient shall notify NFWF in writing about 2 CFR Subpart F audit findings related to projects funded by NFWF pass-through funds. The NFWF Subrecipient understands that NFWF may require the NFWF Subrecipient to take corrective action measures in response to a deficiency identified during an audit.

4.3. Real and Personal Property.

In accordance with 2 C.F.R. § 200.316 (Property trust relationship), real property, equipment, and intangible property acquired or improved with federal funds must be held in trust by the NFWF Subrecipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. This trust relationship exists throughout the duration of the property's estimated useful life during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest). During the duration of the Federal Interest, the NFWF Subrecipient must comply with all use, reporting, and disposition requirements and restrictions as set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship) and 200.329 (Reporting on real property), as applicable.

4.4. Mandatory Disclosure.

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in this Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

4.5. Trafficking in Persons.

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subawards and contracts,

including a requirement that Subrecipients similarly flow down these provisions in all lower-tiered subawards and subcontracts. The provision is cited herein:

I. Trafficking in persons.
   a. *Provisions applicable to a recipient that is a private entity*.
      1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
         i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
         ii. Procure a commercial sex act during the period of time that the award is in effect; or
         iii. Use forced labor in the performance of the award or subawards under the award.
      2. We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —

         i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
         ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
            A. Associated with performance under this award; or
            B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
   b. *Provision applicable to a recipient other than a private entity*. We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
      1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
      2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
         i. Associated with performance under this award; or
         ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
   c. *Provisions applicable to any recipient*.
      1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
      2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
         i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. *Definitions*. For purposes of this award term:

1. "Employee" means either:
   i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
   ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
   i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
   ii. Includes:
      A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      B. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

4.6. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

4.7. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed

to extend to an award made to a corporation for the public's general benefit. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

4.8. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

4.9. 43 CFR §18 New Restrictions on Lobbying.

By execution of this Agreement, the NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, and certifies to the following statements:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the NFWF Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The NFWF Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification, as represented by execution of this Agreement, is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. All liability arising from an erroneous representation shall be borne solely by the entity filing that representation and shall not be shared by any entity to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31 of the U.S. Code.

4.10. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.

The NFWF Subrecipient must not require their employees, subrecipients, or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subrecipients, or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. The NFWF Subrecipient must notify their employees, subrecipients, or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

4.11. Drug-Free Workplace.

The NFWF Subrecipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 41 USC Chapter 81 Drug-Free Workplace.

4.12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (Effective 8/13/2020)

As required by 2 CFR 200.216, the NFWF Subrecipient is prohibited from obligating or expending funds awarded under this Agreement to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China, which are a substantial or essential component of any system, or as critical technology as part of any system. By and through the NFWF Subrecipient's execution of this Agreement, the NFWF Subrecipient warrants and represents that the NFWF Subrecipient will not obligate or expend funds awarded under this Agreement for "covered telecommunications equipment or services" (as this term is defined and this restriction is imposed under 2 CFR 200.216).

4.13. Domestic Preference for Procurements.

a) Under this Agreement and in accordance with 2 C.F.R. § 200.322, the NFWF Subrecipient shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b) For purposes of this agreement, the following definitions apply:
   i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
   ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC

NFWF Subrecipient acknowledges that when all or part of this Agreement is funded by a federal award that certain representations, certifications, and other statements relating to the use of such funds or performance of the Project may be necessary. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

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U.S. Fish and Wildlife Service (Service) Financial Assistance Award Terms and Conditions.
The Service Financial Assistance Award Terms and Conditions posted on the Internet at https://www.fws.gov/grants/atc.html apply to the NFWF Subrecipient and their subrecipients and contractors. See also the Department of the Interior's General Award Terms and Conditions on their website at: https://www.doi.gov/grants/doi-standard-terms-and-conditions.

Buy America Provision.
Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

As required by Section 70914 of the Infrastructure Investment and Jobs Act (Pub. L. 117-58), on or after May 14, 2022, none of the funds under a federal award that are part of a Federal financial assistance program for infrastructure may be obligated for a project unless all the iron, steel, manufactured products, and construction materials used in the project are produced in the United States, unless subject to an approved waiver. NFWF Subrecipients must include the requirements in this section in all subawards, including all contracts and purchase orders for work or products under this program.

None of the funds provided under this award may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States,
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation, and

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

This Buy America preference only applies to articles, materials, and supplies consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

For more information, visit the Department of the Interior Buy America web page at www.doi.gov/grants/BuyAmerica and the Office of Management and Budget Made in America web page at www.whitehouse.gov/omb/management/made-in-america/.

Waivers

There may be instances where an award qualifies, in whole or in part, for an existing Department of the Interior (Department) general applicability waiver as described on the Department's General Applicability Waivers web page (www.doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers). If the specific financial assistance agreement, infrastructure project, or non-domestic materials meets the criteria of an existing general applicability waiver within the limitations defined within the waiver, the NFWF Subrecipient does not need to request a separate waiver for non-domestic materials.

When necessary, NFWF Subrecipients may apply for, and the Department may grant, a waiver from these requirements, subject to review by the Made in America Office. The Department may waive the application of the domestic content procurement preference in any case in which it is determined that one of the below circumstances applies:

1. Non-availability Waiver: the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality,
2. Unreasonable Cost Waiver: the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent, or
3. Public Interest Waiver: applying the domestic content procurement preference would be inconsistent with the public interest.

If a general applicability waiver does not already apply, and the NFWF Subrecipient believes that one of the above circumstances applies to an award, the NFWF Subrecipient may submit a request to waive the application of the domestic content procurement preference.

Waiver Submission Instructions

NFWF Subrecipients must submit all waiver requests to the Service in writing. E-mail all waiver requests to fwhqfasupport@fws.gov. Please use the subject line: "Buy America Waiver Request". Include the following information with each waiver request:

1. Type of waiver requested (non-availability, unreasonable cost, or public interest)
2. Requesting entity name and Unique Entity Identifier (UEI)

3. Awarding bureau: U.S. Fish and Wildlife Service
4. Awarding program Assistance Listing number and title (Notice of Award, Block 2)
5. Project title (Notice of Award, Block 8)
6. Federal Award Identification Number (Notice of Award, Block 4)
7. Federal award amount (Notice of Award, Block 11)
8. Total infrastructure costs, to the extent know (federal and non-federal funds)
9. Infrastructure project description and location, to the extent known
10. List of iron or steel item(s), manufactured goods, and construction material(s) the recipient seeks to waive from Buy America requirements. Include the name, cost, countries of origin, if known, and relevant Product Service Code or NAICS code for each.
11. A certification that the Recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.
12. A statement of waiver justification, including a description of the Recipient's efforts (e.g., market research, industry outreach) to avoid the need for a waiver. Such a justification may cite, if applicable, the absence of any Buy America-compliant bids received in response to a solicitation.
13. Anticipated impact if no waiver is issued

Do not include any Privacy Act information, sensitive data, or proprietary information with the waiver request.

Waiver Review Process
The Department will post waiver requests to their Buy America web page for the required 15-day public comment period. The Made in America Office will also review all waiver requests. The Department will post approved waivers on their Approved Waivers web page. The Service will notify recipients of their waiver request determination in writing by e-mail.

Definitions

Construction materials includes an article, material, or supply that is or consists primarily of:
• non-ferrous metals,
• plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables),
• glass (including optic glass),
• lumber, or
• drywall.

Construction materials does **not** include cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives.

Domestic content procurement preference means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

Infrastructure includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission

facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

Project means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Environmental Compliance Reviews.
The NFWF Subrecipient and any subrecipient(s) must not begin any potentially impactful work related to this award until the Service has notified in writing that such work can begin. Recipients and subrecipients of Federal grants and cooperative agreement awards must comply with the requirements of the National Environmental Policy Act (NEPA), Section 7 of Endangered Species Act (ESA), and Section 106 of the National Historic Preservation Act (NHPA).

Federal Publicity and Acknowledgement of Support.
All information submitted for publication or public releases of information regarding this project shall be prepared and reviewed in coordination with NFWF and the USFWS. The NFWF Subrecipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

A visible project identification sign may be erected as appropriate at each on-the-ground protection or restoration project. Each sign must give project information and credit the Great Lakes Restoration Initiative and appropriate federal agencies for funding.

Davis-Bacon Act.
Davis-Bacon Act requirements apply to this award. All construction contracts in excess of $2,000 awarded by Contractor and all subcontractors under this award must include the Davis-Bacon Act provision in the contract provisions required in 2 CFR 200, Appendix II-Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

Data Availability.
(a) Applicability. The Department of Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.

(b) Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(c) Availability of Data. The Contractor shall make the data produced under this Contract and any subcontract(s) available to NFWF and the Government for public release, consistent with applicable law, to allow meaningful third party evaluation and reproduction of the following:

(1) The scientific data relied upon;
(2) The analysis relied upon; and
(3) The methodology, including models, used to gather and analyze data.

SECTION 6 OTHER REPRESENTATIONS, CERTIFICATIONS, STATEMENTS AND CLAUSES

NFWF Subrecipient acknowledges that all or part of this Agreement may be funded by a non-federal source that requires certain representations, certifications, and other statements relating to the use of such funds or performance of the Project. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

None.

Exhibit B - Program Description

Exhibit B “Program Description”

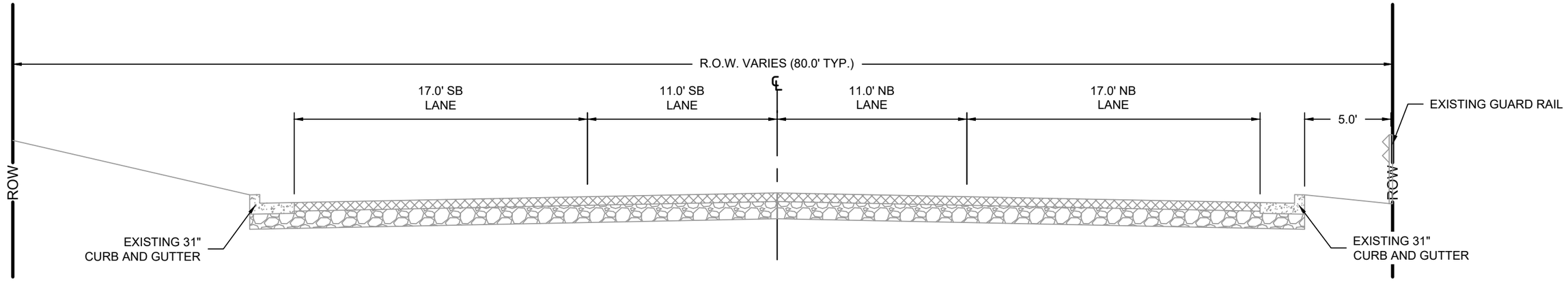
Harbor District, Inc. (HDI) and the City of Milwaukee are working to improve water quality in the Kinnickinnic River with the installation of green infrastructure along 1st St, between Lincoln Ave and Chase Ave. This portion of street, about 1500 feet, is 4 lanes and runs directly along the river. This project would reduce the number of lanes from 4 to 2, creating space for bioswales that will treat runoff from the street and existing storm sewers that currently drains to the Kinnickinnic River. It will create space for an off-street multi-use path along the bioswales. West of the street is Barron Park, which has a wooded slope that descends to the street. This project contributes to improved water quality in the Kinnickinnic River while improving the aesthetics and recreational opportunities of the area.

The green infrastructure will include depaving, bioswales, trees, and native landscaping. The project provides a public example of high-quality green infrastructure in an area that is actively working with businesses and private property owners to implement more of these practices. HDI will use the project as a model for the surrounding area. It will also be a model project for DPW for traffic calming, as the department works to combat reckless driving in the City. The project will utilize native plant and tree species and make the river corridor more natural, improving habitat for a variety of insect and bird species. The reduction in driving lanes will create room for a multi-use path for community recreation.

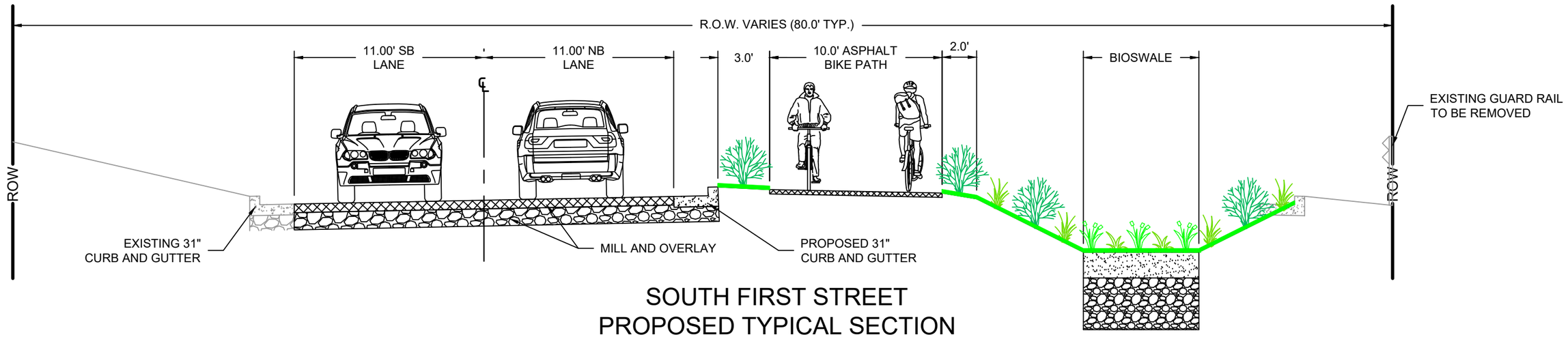
The project will reduce runoff from the street and nearby areas by 1.76 million gallons annually, calculated using EPA Stormwater Calculator. The planned green infrastructure will have a capacity of 211,415 gallons. This quantity was reached using Milwaukee Metropolitan Sewerage District’s detention volume formulas for stormwater trees and native landscaping and calculated using available storage capacity for the bioswale . Runoff now flows through storm sewers in the street directly into the Kinnickinnic River, taking pollution and debris from the road with it. Once the project is constructed runoff will be directed through bioswales prior to discharging to the river. The bioswales will improve runoff quality by removing Total suspended solids (TSS) prior to it entering the river. TSS reduction is a measure of the particles diverted from waterbodies through green infrastructure. TSS is also often used to estimate reductions in phosphorus, as these pollutants are highly correlated. TSS and phosphorus are pollutants of concern for the Kinnickinnic River and Milwaukee Estuary, causing sediment build up, algae blooms, and public health concerns.

The following pages include figures that further describe the project.

2025.03.21



SOUTH FIRST STREET
EXISTING TYPICAL SECTION



SOUTH FIRST STREET
PROPOSED TYPICAL SECTION

MGARNER

EX 1.0

22983

THE SIGMA GROUP
Single Source. Sound Solutions.
www.thesigmagroup.com
1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

TYPICAL SECTIONS EXHIBIT

SOUTH FIRST STREET GREEN INFRASTRUCTURE
S CHASE AVE TO W LINCOLN AVE
MILWAUKEE, WI

SCALE: NTS	PROJECT NO: 22983	DATE: 2025.03.21	BY: MRG	FIGURE# EX 1.0

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2025.03.21

MGARNER

EX 2.0

22983

S. CHASE AVE

W. LINCOLN AVE

S. 1ST STREET

KINNICKINNICK RIVER

LEGEND

- PROPOSED ROAD CENTERLINE
- PROPOSED PAVEMENT MILL & OVERLAY
- PROPOSED BIKE PATH/SIDEWALK
- PROPOSED GREENSPACE
- PROPOSED BIO SWALE

N

GRAPHIC SCALE

0 130 260

THE SIGMA GROUP
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1300 West Canal Street
Milwaukee, WI 53233
Phone: 414-643-4200
Fax: 414-643-4210

SITE PLAN EXHIBIT

SOUTH FIRST STREET GREEN INFRASTRUCTURE
S CHASE AVE TO W LINCOLN AVE
MILWAUKEE, WI

SCALE: 1" = 130'	PROJECT NO: 22983	DATE: 2025.03.21	BY: MRG	FIGURE# EX 2.0

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Exhibit C - Subaward Budget

First Street Green Infrastructure Project
Exhibit C - Subaward Budget Summary

Total Project Cost - Summary	
Description	**Cost**
Total Parent Grantor Share (SOGL Grant Total)	***$528,385.00***
-Project Design/Engineering Consultant	$88,507.00
-HDI Administration Direct/Indirect Costs	$66,363.13
-Parent Grantor Share (HDI Subaward to City)	$373,514.87
City Share (Match Requirement)	***$545,513.00***
-City Share (Parent Grantor Share File 231487)	$345,513.00
-City Share (SM499250015)	$40,040.17
-City Share Multimodal (ST221250309)	$55,567.83
-City Share Local Paving (ST216250101)	$104,392.00
Total Project Cost (Estimated)	**$1,073,898.00**