

AGREEMENT BETWEEN
WISCONSIN DEPARTMENT OF NATURAL RESOURCES
AND MILWAUKEE COUNTY PARKS

THIS AGREEMENT is entered into by and between the State of Wisconsin Department of Natural Resources (Department) and Milwaukee County Parks (Agency) for the purpose providing detailed, baseline assessments and a final wildlife restoration concept design plan for habitat improvements for Kohl Park in the Milwaukee Estuary AOC.

FOR AND IN CONSIDERATION of the terms and conditions contained in this agreement the above-named parties agree:

1. PERIOD OF AGREEMENT: This agreement shall commence upon its signing by both parties and continue until November 30, 2026, during which period all performance as described in this agreement shall be fully completed to the satisfaction of the Department.
2. CANCELLATION: The Department reserves the right to cancel this agreement in whole or in part, without penalty, due to nonappropriation of funds or for failure of the Agency to comply with terms, conditions, and specifications of this agreement.
3. ENTIRE AGREEMENT; AMENDMENTS: This agreement, together with the specifications in the bid request (if any) and referenced parts and amendments, shall constitute the entire agreement and previous communications or agreements pertaining to this agreement are hereby superseded. Any agreement revisions including cost adjustments and time extensions may be made only by a written amendment to this agreement, signed by both parties prior to the ending date of this agreement.
4. ASSIGNMENT SUBCONTRACTS: Neither this agreement nor any right or duty in whole or in part by the Agency under this agreement may be assigned, delegated or subcontracted without the written consent of the Department. If upon the written consent of the Department this agreement or any right or duty in whole or in part is assigned, the Assignee(s) shall expressly agree to assume and perform all relevant obligations expressed under the terms of this agreement and be bound by the terms and conditions of this agreement. Assignment in whole or in part of this agreement does not absolve the Agency of any liability or obligation expressed and agreed to hereunder.
5. DESCRIPTION OF WORK: The Agency agrees to perform the services to the satisfaction of the Department as described in the attached Scope of Work.

6. AGENCY CONTACTS: All communications regarding this agreement will be made through the designated agency contacts. The designated contacts are:

Agency - Natalie Dutack
Area of Concern Program Supervisor
Milwaukee County Parks
9480 W Watertown Plank Road, Wauwatosa, WI 53226
Natalie.Dutack@milwaukeecountywi.gov
414-257-5064

Department - Jessica Brandt, Project Manager-Office of Great Waters
2984 Shawano Avenue, Green Bay, WI 54313
920-366-7275
jessica.brandt@wisconsin.gov

7. TERMINATION:

- A. This agreement may be terminated in whole, or in part, in writing by the Department in the event of substantial failure of the Agency to fulfill its obligation under this agreement, provided, that the Department shall give the Agency not less than thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation prior to termination.
- B. If termination is effected by the Department, an equitable adjustment in the price provided for in this agreement shall be made. Any payment due to the Agency at the time of termination may be adjusted to the extent of any additional costs occasioned to the Department by reason of the Agency's default. The equitable adjustment for any termination shall provide for payment to the Agency for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Agency relating to commitments which had become firm prior to the termination.
- C. Upon receipt of a termination action pursuant to paragraph A above, the Agency shall (1) promptly discontinue all services affected (unless the notice directs otherwise); (2) terminate all subcontracts to the extent that they relate to the performance of work terminated by the Department, and (3) deliver or otherwise make available to the Department, all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Agency in performing this agreement, whether completed or in process.
- D. Upon termination pursuant to paragraph A. above, the Department may take over the work and prosecute the same to completion by agreement with another party or otherwise and the Agency is liable for any excess costs for such similar work or services.

E. The rights and remedies of the Department and the Agency provided in this clause are in addition to any other rights and remedies provided by law or under this agreement.

8. PAYMENT: The Department agrees to reimburse the Agency up to a total of **\$200,000.00** for the costs identified in the attached Scope of Work.

Billings by the Agency shall be made on a quarterly itemized basis for the actual net costs incurred for review and acceptance. Invoices should be sent to (email preferred):

DnrOgwInvoices@wisconsin.gov AND jessica.brandt@wisconsin.gov

Or mail to: Wisconsin Department of Natural Resources
Attn: Melissa Lake – OGW/3
P.O. Box 7921
Madison, WI 53707

Final invoices must be submitted within 60 days after the end of the agreement.

9. RECORDS; ACCESS: The Agency shall, for a period of three (3) years after completion and acceptance by the Department, maintain books, records, documents, and other evidence directly pertinent to performance on work under this agreement in accordance with generally accepted accounting principles and practices. The Agency shall also maintain the financial information and data used in the preparation or support of the cost submission in effect on the date of execution of this agreement and a copy of the cost summary submitted to the Department. The Department, U.S Environmental Protection Agency, their agents and their duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Agency shall provide proper facilities for such access and inspection. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such dispute, performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
10. INDEPENDENT AGENCY: The Agency is an Independent Agency for all purposes and is not an employee or agent of the Department.
11. INDEMNIFICATION: The Agency agrees to save, keep harmless, defend and indemnify the State of Wisconsin, Department of Natural Resources and all its officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for

loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Agency's employees, agents or representatives.

12. INSURANCE: The Agency performing services for the State of Wisconsin shall:
 - A. Maintain worker's compensation insurance or self insure for all employees engaged in the work.
 - B. Maintain commercial liability and property damage insurance or equivalent protection against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the agreement. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
 - C. Provide an insurance certificate indicating this coverage, counter-signed by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the agreement.
 - D. The state reserves the right to require higher or lower limits where warranted.

13. NONDISCRIMINATION: In connection with the performance of work under this agreement, the Agency agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Agency further agrees to take affirmative action to ensure equal employment opportunities. The Agency agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the Agency being declared an "ineligible" agency, termination of the agreement or withholding of payment.

14. AFFIRMATIVE ACTION: If this agreement is for an amount of fifty thousand dollars (\$50,000) or more the Agency agrees to submit a written affirmative action plan to the Department within 15 business days after the agreement commences if an acceptable plan is not already on file with the State of Wisconsin. (An agency with an annual work force

of fewer than fifty employees are exempted from this requirement.) Failure to comply with the conditions of this clause may result in the Agency being declared an "ineligible" agency, termination of the agreement or withholding of payment.

15. GUARANTEED DELIVERY: Failure of the Agency to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Agency liable for all costs in excess of the agreement price when alternate procurement is necessary. Excess costs shall include the Department's administrative costs.
16. FUNDING SOURCE: This agreement is funded in part or wholly by grants from the U.S. Environmental Protection Agency, CFDA # 66.469. This procurement will be subject to regulations contained in 2 CFR 200. Neither the United States nor the U.S. Environmental Protection Agency is a party to this agreement.
17. APPLICABLE LAW: This agreement shall be governed by the laws of the State of Wisconsin. The Agency shall at all times comply with all federal, state and local laws, ordinances, and regulations in effect during the period of this agreement.
18. ANTITRUST ASSIGNMENT: The Agency and the Department recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Department. Therefore, the Agency hereby assigns to the Department any and all claims for such overcharges as to goods, materials or services purchased in connection with this agreement.
19. PAYMENT TERMS AND INVOICING: Payment shall be considered timely if the payment is mailed, delivered, or transferred by the later of the following:
 - A. The date specified on a properly completed invoice for the amount specified in the order or agreement, or
 - B. Within thirty (30) days after receipt of a properly completed invoice or receipt and acceptance of the property or service under the order or agreement or within thirty (3) days after receipt of an improperly completed invoice or receipt and acceptance of the property or service under the order or agreement, whichever is later if the Department does not notify the sender of receipt of an improperly completed invoice within ten (10) working days after it receives the invoice of the reason it is improperly completed.
20. TAXES: The Department is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of all federal tax and Wisconsin sales or use tax on its purchases. The State of Wisconsin does not issue a tax exempt number for state agencies. The Department may be subject to other states' taxes

on its purchases in that state depending on the laws and of that state. An agency performing construction activities are required to pay state use tax on the cost of materials.

- 21. TAX DELINQUENCY: An agency who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 22. ADDENDUM: Additional conditions are attached as Exhibit A, as part of the federal Grant Agreement No. GL-00E03490 funding this award. It is the responsibility of the agency to determine which, if any, of the Federal Administrative Conditions in Exhibit A may be relevant to the agency or their sub awards, and to apply them accordingly.

The undersigned, as representatives of their respective agencies, hereto agree to this agreement.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

10/11/2023 | 11:19 AM CDT
Date _____

DocuSigned by:
Steven Little
By 7A5DFE3497144B5...
For Adam N. Payne, Secretary

MILWAUKEE COUNTY PARKS

Date _____

By _____
Guy Smith, Executive Director

Scope of Work Wisconsin DNR Office of the Great Waters

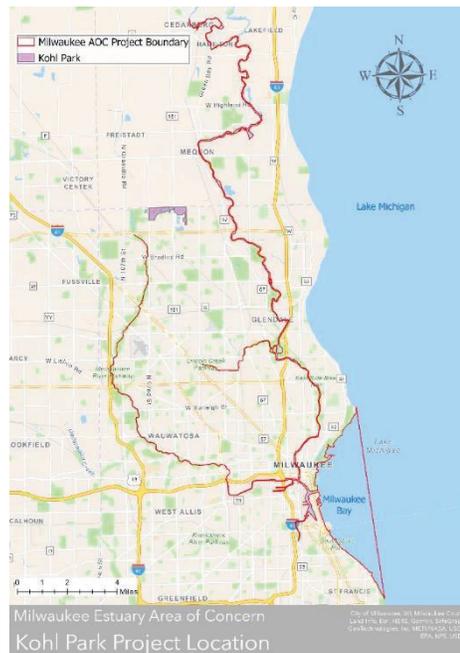
Project Title: Kohl Park Wildlife Enhancements – Planning & Design

AOC(s): Milwaukee Estuary Area of Concern

Project Manager: Natalie Dutack
Area of Concern Program Supervisor
Milwaukee County Parks
9480 W Watertown Plank Road, Wauwatosa, WI 53226
Natalie.Dutack@milwaukeecountywi.gov
414-257-5064
Partner UEI Number: G97YX295EFY3

WDNR Project Manager: Jessica Brandt
Project Manager
Office of Great Waters
2984 Shawano Avenue, Green Bay, WI 54313
920-366-7275
jessica.brandt@wisconsin.gov

Project Location: Kohl Park
7603 W. County Line Road
Milwaukee, WI 53223



Project Background/Rationale:

Restoration of habitat within Kohl Park has been identified as a necessary management action for the Degradation of Fish and Wildlife Populations beneficial use impairment (BUI) in the Milwaukee Estuary AOC. The goal of the planning and design phase of this project is to provide detailed, baseline assessments and a final restoration concept design that will allow the project to move into an implementation stage. Kohl Park is a large Milwaukee County Park that has been donated over the course of the past decade by the Herb Kohl family. This 266-acre park has 3 short-term leased agricultural fields totaling 51.5 acres that contribute to the makeup of the total acreage. These parcels were determined to be a high priority for wildlife enhancements to address the Degradation of Fish and Wildlife Populations BUI. Within the Kohl Park unit is a UW-Extension leased parcel (46.79 acres) that is outside the scope of this project and will be omitted from surveys/data collection and future enhancements as part of this project. The outcome of this planning will be a product that moves the project to an implementation phase (i.e., a concept plan that could be used to produce final construction plans and/or a finalized habitat management plan that directs restoration activities and provides cost estimates).

The large size of this project area provides important habitat for forest, shrubland, and grassland breeding birds. Large contiguous grassland habitat types in the Area of Concern are extremely rare, making this project important for achieving the metrics and goals for the Degradation of Fish and Wildlife Populations BUI. This area is well connected to the Little Menomonee River (LMR) Corridor through LMR Section 1 and Joseph-Lichter Park. Kohl Park falls between other large, protected properties such as MMSD Greenseams parcels, Mequon Nature Preserve, and the LMR Parkway. The creation of new habitat on leased agricultural land and the restoration of existing habitat at Kohl Park would complement other nearby habitat areas and create a 1,143-acre habitat block, which would be the largest habitat block within the entire AOC. In addition, conversion of the leased agricultural land at Kohl Park to native grassland and oak savanna provides for a habitat type that is extremely rare in the AOC due to predominance of floodplain forests and existing urban development.

Proposed Work: The proposed scope for the project is to conceptualize and plan feasible habitat improvements for Kohl Park. Then those plans, in the form of an ERMP, will be further developed into an HRP design.

Habitat Assessment and Ecological Restoration and Management Plan (ERMP)

The first stage objective of this project is to develop an ERMP through detailed, baseline assessments of Kohl Park for native and non-native vegetative communities, forest tree canopy percentages to determine canopy loss from emerald ash borers (EAB), and wetland delineations. Existing natural areas will require baseline data; while included in the overall project scope, the 50.9 acres currently being leased as agricultural property will not require baseline assessment due to their current use. The project area also includes several eroding gullies that will be mapped. Engineering design for stabilization of eroding areas will be required to avoid negative impact on habitat restoration implementation as part of the larger Kohl Park project.

Due diligence and high-level planning will be included in the first portion of this phase. As such, the level of detail that will be achieved for the final project deliverable is not yet completely defined. At a minimum, the final product will consist of an ERMP and cost estimates for proposed improvements by Milwaukee County Parks, developed with input from DNR and project partners adjacent to Kohl Park. To accomplish this work, MCP will hire temporary staff and work with current staff and hire contractual support to complete the habitat planning and design effort. Minimal habitat/vegetation data have been historically acquired or collected for this project area. Data will be collected through Arc GIS online via the Arc Collector tool. The

MCP and their selected contractor(s) will undertake a large portion of the planning efforts directly, in coordination with DNR, to develop a complete dataset.

Habitat Restoration Plan (HRP) Sets

The Final ERMP consisting of management recommendations and content as outlined above will be refined into detailed plan sets by a consultant in this second phase. This includes but is not limited to:

- Descriptions of all proposed restoration and maintenance activities, methods, equipment, recommended management schedules/timelines.
- Technical Specifications, including but not exclusive to specifications for management activities, equipment, and herbicide use, supporting data, GIS generated for the plan, and other related information.
- Completion of a wetland delineation and hydrology assessment based upon assessment results and recommendations made in the ERMP.
- Engineering design for erosion control in gullies.
- Monitoring Plan outlining a qualitative monitoring protocol to assess the project area during and after restoration implementation. The findings of the qualitative assessment will be used to guide adaptive restoration strategies as needed.
- Long Term Maintenance Plan that can be used by Park staff, contractors, and volunteers for restored areas. This should provide a detailed outline annual activities required to manage the project area and maintain desired conditions to meet AOC, MCP, and Partner goals, including detailed information about prescribed burns and the necessary requirements/conditions.

The HRP will be implemented by a contractor selected through a competitive bid process in Phase 3 (Implementation).

Climate Resiliency: Each ERMP MCP creates incorporates planning for climate change resiliency, taking special consideration of these changes will impact flora and fauna diversity and ecosystem health. Impacts assessed include changing temperatures, increased storm and flood intensity/frequency, invasive species spread, and emerging diseases. EMRPs includes the integration native flora species that have a slightly more southern natural range in the Midwest to enhance natural community resilience. In addition, habitat restoration activities utilize approaches from both the National Institute of Applied Climate Science Adaptation (NIACSA) and the Wisconsin Initiative on Climate Change Impacts Report (WICCIR). MCP Natural Areas team has already identified the preliminary activities and habitat types for Kohl Park that will form the basis for the ERMP. Kohl Park Climate Resiliency Activities and Planning (Table 1) highlights how design and implementation of this project will address climate change impacts and enhance resilience for habitat throughout the project area.

TABLE 1: Kohl Park Climate Resiliency Activities and Planning

NIASCA Approach		WICCIR Approach
Activity/Design	Note: invasive species management is the first step in every restoration project and is a key element in each approach.	
Invasive species management utilizing a variety of methods including prescribed burns; continued identification and management of new and existing invasives species.	<ul style="list-style-type: none"> ○ Reducing non-climate stressors that could make a system more susceptible to negative climate impacts: <ul style="list-style-type: none"> ▪ Use of prescribed fire as a habitat management tool, addressing degradation caused by fire suppression in ecosystems dependent on periodic fire. ▪ Detect and control new non-native invasive species. 	
Reintroduction of a diverse suite of native species found within each identified habitat/remnant, including those from with a more southern natural range/near their northern range limit. Utilize an adaptive reforestation plan due to high loss of Ash trees to Emerald Ash Borer by planting a greater diversity of canopy species to prevent future canopy loss through mass die-offs. Includes planning for unique features including gullies and wetlands with new potential for species specific habitat improvements.	<p>Note: all habitat types and plant communities planned for as well as species selected will be chosen for their benefit to priority focal wildlife species.</p> <ul style="list-style-type: none"> ○ Restore and increase native tree and vegetative cover ○ Promote native species that are near their northern range limit and future-adapted native species in tree planting lists and projects ○ Reforest floodplain forests with high degrees of mortality from emerald ash borer with a climate-adapted mix of trees ○ Select species that are well-adapted to the soils in the area for restoration projects 	
Restoration and long-term maintenance of habitat including grassland, oak savanna, and shrubland; planned restoration to more climate resilient habitats (grassland)	<ul style="list-style-type: none"> ○ Protect existing habitat remnants from loss, conversion, or invasion from nonnative plants, in an area that may provide future climate refugia ○ Restore unique habitats that may be less susceptible to climate change or use reclamation efforts to create new patches of such habitats on suitable sites 	
Wetland enhancements/restoration where supported hydrology assessments	<ul style="list-style-type: none"> ○ Restore natural hydrology where appropriate by removing drain tiles or other remnant hydrological modifications 	
Restoration of riparian floodplain and forest habitat along 6-miles of the LMR Corridor, also identified as a primary environmental corridor,” defined by SEWRPC as “elongated areas in the landscape which contain concentrations of the best remaining elements of the natural resource base, including wetlands, woodlands, surface-water areas and associated undeveloped shorelands and floodplains, and wildlife habitat areas.”	<ul style="list-style-type: none"> ○ Manage riparian corridors within otherwise highly developed landscapes to provide habitat value and ecosystem services ○ Manage natural areas that serve as wildlife corridors to promote their maximum habitat value (e.g., by removing invasive species) and prioritize management in those locations ○ Restore or promote a diversity of riparian tree and plant species to increase stream shading, provide a source of woody debris, stabilize the soil, and provide habitat and connectivity for wildlife 	

Collaboration with Partners: A project team made up of representatives from the DNR, MCP, and partners will ensure coordination and continuous interaction between parties. At a minimum the project team will include the respective project managers for all agencies. The project team will utilize collaborative decision making. The team shall function within the framework of funding regulations, state statutes, and County ordinances. It is recognized that project outputs must meet Milwaukee Estuary AOC goals and criteria within the scope of the AOC program. It is DNR's responsibility to ensure satisfaction of these goals and criteria.

Environmental Justice Considerations: Given the recognized need to address environmental justice, equity, and outreach within the fields of restoration ecology and conservation, the WRP and Milwaukee County Parks have developed a model to engage communities, promote stewardship, provide educational opportunities, and garner support. This model will be used to inform site tours, community engagement meetings, and outreach events with local partners for the Kohl Park Project. Further, MCP and WRP are utilizing internet presence, social media, published interviews, and short educational presentations online to maintain a consistent flow of information for the public. Key next steps will be working with Communications and Outreach workgroup, CAC, and WRP partners to 1) identify EJ issues for Kohl Park and create a more engaging and targeted outreach campaign, boosting community participation and contributions and 2) create a comprehensive workforce training initiative based around habitat restoration. In addition to these measure MCP will also continue their ongoing efforts towards addressing equity issues throughout the County.

Habitat restoration, improvements to access, and resultant education and outreach opportunities within these areas help combat systemic Environmental Justice issues, notably those related to the disparity in access to natural areas experience by people of color. MCP has developed the Parks Equity Index (GIS based tool) that assigns each park a score based on a series of weighted metrics. This index is utilized to assist in decision making and planning of projects that help meet identified needs for the community. Kohl Park, with an "high need" Equity Index score of 7, has been identified as a priority site for access improvements. The site is in the northwest corner of the County, in area that lacks suitable access to open space. MCP was recently awarded a Stewardship Grant for a new Oak Leaf Trail connection through Kohl Park. As part of the proposal, an additional data analysis was conducted of the 4 census block groups immediately adjacent to the project area. The 5885 people in these block groups are all .75 miles or closer to the proposed trail, have an average household income of \$36,142, and are 55% African American. The average household income in these census blocks is \$27,000 - 57% lower than the Wisconsin state average. The property currently has a little access for residents and local support of the project is strong – as demonstrated in a 2017 plan for the area that included the goal to "create a connected greenway and bikeway" in Kohl Park and trail volunteer workdays with the YMCA in 2019. The trail project in combination with AOC habitat restoration efforts, will bring the community in direct contact with unique local ecotypes and eventually, educational, and recreational opportunities.

The Kohl Park AOC project builds on the equity initiatives of the County by enhancing and increasing opportunities that also align with recommendations from the CSP report, including creating more close-to-home outdoor opportunities in communities of color and low-income communities. The EI is just one item in our toolkit which we will continue to improve upon and combine with the efforts of the communications workgroup - we will work together to conduct outreach and provide meaningful ways for the community to be directly involved in the AOC delisting process. In conjunction with the current planned work for trail connections, this project will provide access to restored natural areas, support the development education and outreach opportunities with local partners, as well provide potential workforce development and training opportunities through stewardship opportunities as work progresses with the GreatJTI program and training initiatives are developed.

Timetable: Project duration: January 1, 2024-November 30, 2026

Task	Timeframe	Responsible Party
Quality Assurance Documentation (development and approval) for MCP Assessments	January - March 2024	MCP, DNR
Field Season Surveys	March 2024-March 2025	MCP
Data Compilation, Report, & ERMP Preparation	March 2024-September 2025	MCP
Draft ERMP Completed (60%); Assessment by stakeholders	March 2025	MCP, DNR; Stakeholders
Public Outreach Event/ Social Media Content	Spring/Early Summer 2025	MCP, DNR
Draft ERMP Completed (90%); Assessment by stakeholders	June 2025	MCP, DNR, Stakeholders
Final ERMP and Assessment Project Completion	July 2025	MCP
Request for Proposal (RFP) developed	January 2025-June 2025	MCP
RFP Posted + Proposal Selection Process	July 2025	MCP
Consultant Selected & Contract Awarded	August-September 2025	MCP
Quality Assurance Documentation (development and approval)	September-October 2025	MCP; Consultant
Preparation of permits	September 2025 – September 2026	Consultant, DNR
Section 106 Deliverables	September 2025 – May 2026	Consultants(s); MCP, DNR, USEPA
Historical Reviews/Data Gap Analysis	September-December 2025	Consultant
Field Visits	March 2026 - September 2026	Consultant
Hydrology Analysis / Functional Assessment	October 2025 – September 2026	Consultant
Drafting of Habitat restoration design plan sets	January 2026-September 2026	Consultant
Draft Design Completed (60%); Assessment by stakeholders	May 2026	Consultant, MCP, DNR; Stakeholders
Public Outreach Event	Spring or Fall 2026	MCP, Consultant (as needed), DNR, WRP, CAC
Draft Design Completed (90%); Assessment by stakeholders	September 2026	Consultant, MCP, DNR, Stakeholders
Bid Documentation Prep June-October 2026 MCP, Consultant Project reporting	Quarterly	MCP, Consultants
Additional public outreach and Tech Committee updates	As necessary	MCP, Partners, DNR, Consultants
Final HRP, Subaward Report, Billing, & Project Closeout	October 2026	MCP, Consultants
WDNR Final grant billing	November 2026	DNR

Deliverables: The following is a list of tasks that must be completed for the project along with the deliverables associated with each task. Deliverables for this project will be completed by MCP through subaward agreement. All work products must be approved by DNR and will be retained as property of DNR. All work deliverables will be submitted to the DNR Project Manager by the subaward recipient.

Task 1: Planning & Assessment Quality Assurance Project Plan (QAPP)

MCP develop a QAPP for gathering historical biological data at Kohl Park, conducting survey work/baseline assessment at remaining locations, and development of the Kohl Park ERMP. Gain approval by DNR.

Deliverables:

- a) Completed QAPP in electronic format.

Task 2: Baseline Assessments

MCP staff shall perform thorough vegetative (non-native and native) inventories of the pre-determined locations within Kohl Park. Survey data will be submitted in electronic format, which includes location information (i.e., lat/long, decimal degrees, etc.) for non-native invasive species populations and sensitive native species (as defined by MCP, DNR and/or SEWRPC). Acceptable formats include Microsoft Excel and/or ArcGIS geo-database.

Deliverables:

- a) Survey documentation including completed data sheets, photographs, and other documentation will be submitted in the appropriate format, with electronic format preferred. Species identification verification through voucher photographs. Photographs should be of the highest available resolution and provide needed information for species identification purposes. For all field work, accurate location information for survey sites, boundaries, species occurrence, etc. must be collected using GPS with 95% accuracy, so data can be used in geographic information systems, including ArcGIS 10.3 or higher. The referencing system and datum (i.e. WGS84, WTM 83/91) must be documented for all data collected.
- b) Provide reporting to Natural Heritage Inventory of the occurrence of county, state, and federal rare, threatened, or endangered species observed.
- c) Maps of existing plant communities with survey points/transects and survey areas shown.
- d) Wetland Delineation based existing data.

Task 3: Ecological Restoration and Management Plan (ERMP) for Kohl Park

MCP will develop a detailed ERMP for Kohl Park with input and feedback from DNR and the Fish and Wildlife Tech Team. The plan will be developed in accordance with the Project Scope detailed in the above sections, tasks, and AOC program goals/metrics.

Deliverables:

- a) A comprehensive ERMP for Kohl Park based on similar models that are made for habitat management plans through MCP. The plan will include the following components:
 - Restoration & Management Recommendations: Identify potential restoration measures feasible locations, and any constraints limiting restoration opportunities (i.e. sediment remediation in the floodplains);

- Priority SCLI List and Habitat Projects Table: Develop a decision support chart to determine feasible restoration and incorporate data collected in Task 3, list focal wildlife and their critical habitat requirements (biological constraints) for guiding proposed habitat restorations and identify any projects/actions needing design specifications.
- Cost estimate: Provide cost estimates for restoration activities (per acre or another unit of measurement),
- Project Timeline: Provide estimated timeframes and ideal schedules for successful implementation based on best management practices.
- Reference Data: Pending the results of assessments outlined in Task 3 comprehensive site maps, species lists, and soil descriptions will be included. The following components are anticipated, but additional data may also be included:
 - Maps: Site/Location, Existing Vegetative Cover, Invasive Species, Delineated Wetland & Verified Ephemeral Ponds, Soil/Topo, Significant landscape features, Primary Environmental Corridor, Floodplain, and Ash Population.
 - Species lists: Invasive species, MCP SEWRPC Combined Plant List; Priority SCLI lists will be incorporated in the Habitat Projects Table.
 - Soil Descriptions and relevant site history.

Task 4: Services and Development

MCP will develop a request for proposals (RFP) to hire a consultant to develop a Habitat Restoration Plan (HRP) for Kohl Park, based on the ERMP.

Deliverables:

- a) Request for proposals to solicit consulting firms.
- b) RFP Committee developed to review all proposals and select consultants.
- c) Copy of all consultant submittals & proposal ranking.
- d) Consultant selected.

Task 5: Design QAPP (Design Phase)

Hired consultant and MCP will prepare and gain approval for a Quality Assurance Project Plan (QAPP) for completing project management activities, a existing data review (ERMP and related documents), necessary field surveys, Section 106 assessments, draft and final design of the project that includes a HRP, hydrology assessment, potential wetland restoration, and a monitoring and long-term maintenance plan. Gain approval by DNR.

Deliverables:

- a) Completed QAPP in electronic format.

Task 6: Permitting and Regulatory Requirements (Design Phase)

Consultants will prepare all applicable federal, state, and local permit applications and gain regulatory approvals as required. Prepare materials and ensure compliance with National Historic Preservation Act, National Environmental Policy Act and Endangered Species Act. See Task 7 for relevant Cultural Resources and Section 106 deliverables.

Deliverables:

- a) Copies of all permit applications, materials, and regulatory correspondence.

Task 7: Cultural Resources Archaeological Assessment (Design Phase)

Hired consultant will conduct an archaeological archival/literature review and a Phase 1 assessment of Kohl Park. This will include identification of all cultural resources, both archaeological and architectural, directly within the project area as well as resources within one mile of the project area. See Task 4 for additional permitting and regulatory requirements.

Deliverables:

- a) Survey documentation including completed data sheets, photographs, and other documentation will be submitted in the appropriate format, with electronic format preferred. Photographs should be of the highest resolution and all field work, accurate location information for survey sites, and boundaries must be collected using GPS with 95% accuracy, so data can be used in geographic information systems, including ArcGIS 10.8.1 or ArcPro. The referencing system and datum (i.e. WGS84, WTM 83/91) must be documented for data collected.
- b) Section 106
 - Delineate the area of potential effects (APE), map or site figure
 - Identify previous archaeological surveys or documentation of historic properties (also for nearby relevant areas)
 - Conduct desktop or field surveys as appropriate
 - Identify any historic properties
 - Identify relevant consulting parties if appropriate for the project
 - Involve public – both before and after determination of effect as appropriate for the project and identify how the public was involved
 - Submit report(s) of investigation along with SHPO consultation form to EPA for review
 - Following EPA review, submit SHPO form and reports to SHPO (GLNPO to send letter to applicable parties/tribes)

Task 8: Wetland Delineation & Hydrology Assessment (Design Phase)

Completion of baseline wetland delineation and hydrology assessment to determine:

- The mitigation alternatives of addressing runoff concerns and nutrient loading from the former agricultural fields to Trinity Creek.
- The potential to increase the depth and hydro-periods of the 4 ephemeral ponds identified within the east side of the park.

Project area hydrology requires analysis, including determination of the water source and potential hydroperiod, through the installation of shallow groundwater monitoring wells within wetland depressions. If supported by baseline hydrology data, design for wetland scrapes and drain tile mitigation will be incorporated into the HRP.

Task 9: Habitat Restoration Plan Sets (Design Phase)

Habitat Restoration Plan (HRP) will be developed outlining on the ground land management activities for wildlife: invasive species control, forest stand improvement, reforestation, grassland restoration, wetland restoration, native revegetation, and prescribed burns. The HRP will also include vegetative monitoring plans through the implementation phase and a long-term maintenance plan.

Deliverables:

- a) HRP Sets including, but not limited to:

- Descriptions of all proposed restoration and maintenance activities, methods, equipment, recommended management schedules/timelines.
- Technical Specifications, including but not exclusive to specifications for management activities, equipment, and herbicide use, supporting data, GIS generated for the plan, and other related information.
- Development of wetland design/ restoration plan. This task is dependent upon results of hydrology assessment.
- Monitoring Plan outlining a qualitative monitoring protocol to assess the site during and after restoration implementation. The findings of the qualitative assessment will be used to guide adaptive restoration strategies as needed.
- Long Term Maintenance Plan that can be used by Park staff and volunteers for restored areas. This should provide a detailed outline annual activities required to manage the project area and maintain desired conditions to meet AOC, MCP, and Partner goals, including detailed information about prescribed burns and the necessary requirements/conditions.

Task 10: Collaboration with Project Partners and Stakeholders

MCP will collaborate with DNR via the project manager and other appropriate staff throughout the project. MCP will include in all phases of the project, appropriate public input processes and notices, facilitated by the WRP. The DNR project manager will facilitate input via the Tech Team for technical expertise, as well support coordination with Milwaukee AOC Outreach and Communications team for any materials that are to be developed for public outreach or meetings. Deliverables will include but are not exclusive to meeting minutes, summary of public feedback, presentations, and related outreach materials.

Deliverables:

- a) Summary of public feedback, public meeting minutes, and stakeholder (DNR, Tech Team, Waterway Restoration Partnership, MKE AOC Outreach and Communications Team) meeting minutes in electronic format; electronic format copy of any public informational meeting deliverables, presentations, meeting notices, etc.

Task 11: Quarterly Reporting

Prepare and submit quarterly reports, quarterly invoices, and a final report. Reports will be submitted January 1, April 1, July 1, and October 1. Reports will identify amount expended per quarter, activities conducted, and planned activities for the upcoming quarter, along with identification of any issues encountered (including delays or deviations from the original schedule or other setbacks) during the quarter and how they were addressed.

Deliverables:

- a) Quarterly Project Reports for each quarter from receipt of funding through project close out.
- b) Final report on activities completed

Project Budget:

Budget Detail	Year 1 Jan 1 - Dec 2024	Year 2 Jan 1 - Dec 2025	Year 3 Jan 1 – Dec 2026	Total Project Cost
MCP FT Natural Areas Staff (1110 hours)	\$16,325	\$17,000	\$4,380	\$37,705
Fringe Benefits MCP FT Natural Areas Staff (23%)	\$3,754	\$3,910	\$1,007	\$8,671
MCP Seasonal Natural Areas Technicians (600 hrs)	\$10,000	\$10,000		\$20,000
Fringe Benefits MCP Seasonal Natural Areas Technicians (7.65%)	\$765	\$765		\$1,530
MCP Dept. of Administrative Services (DAS) - FTE (5hrs)			\$440	\$440
Fringe Benefits DAS Staff (110%)			\$484	\$484
Contractual - Habitat Restoration Plan Sets		\$60,325	\$70,345	\$130,670
Contract Admin (RFP Ads & Outreach)			\$500	\$500
Subtotal Direct	\$30,844	\$92,000	\$77,156	\$200,000
Indirect (RATE %)				
Subtotal Project Costs	\$30,844	\$92,000	\$77,156	\$200,000

Budget Detail:

Personnel: Milwaukee County Parks Natural Areas Staff (Natural Areas Supervisor, Assist. Natural Areas Coordinator, and Season Natural Areas Technicians), in coordination with MCP AOC Program Supervisor, will complete baseline assessments of the project site and prepare the ERMP in Year 1 and Year 2. During Year 3 and Year 4 Milwaukee County Park Natural Areas Staff will provide review, edits, and approval of the HRP to ensure alignment with ERMP and AOC Goals.

Milwaukee County Department of Administrative Services staff will provide contracting and procurement services as needed to hire the HRP Design Consultant.

Contractual- HRP Design Consultant will create the HRP and complete all related tasks. This will include:

- Creation and edits to relevant Quality Assurance Project Plan(s) (QAPP).
- Preparation of all applicable federal, state, and local permit applications and gain regulatory approvals as required.
- Completion of Section 106 Deliverables
- Hydrology Assessment of Kohl Park
- Habitat Restoration Plan Sets
- Participation in outreach and stakeholder coordination as needed.
- Quarterly Reporting and invoicing

Project Administration costs are those needed to cover public outreach materials/ social media promotion (i.e. Facebook costs), advertising fees for RFPs, permits, and office supplies (i.e. for printed materials, lamination, etc.).

References:

DNR 2022. Degradation of F&W Populations MAL

Exhibit A

GL-00E03490-1 updates as of 9/9/2023

GL-00E03490-0 original

Administrative Conditions

THE FOLLOWING PROGRAMMATIC TERM AND CONDITION HAS BEEN UPDATED:

A. Correspondence Condition

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

Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and young.robert@epa.gov

MBE/WBE reports (EPA Form 5700-52A): **Michael Tukes at tukes.michael@epa.gov and Robert Young at young.robert@epa.gov**

All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: **Jennifer Conner at conner.jennifer@epa.gov and Robert Young at young.robert@epa.gov**

Payment requests (if applicable): **Jennifer Conner at conner.jennifer@epa.gov**

Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: **Jennifer Conner at conner.jennifer@epa.gov**

ALL OTHER ADMINISTRATIVE TERMS AND CONDITIONS REMAIN THE SAME

Programmatic Conditions

THE FOLLOWING PROGRAMMATIC TERM AND CONDITION HAS BEEN UPDATED:

A. Performance Reporting and Final Performance Report

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

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

1. **Semi-annual progress reports:** Starting with the first full reporting period after the issuance of the award, the recipient shall submit semi-annual progress reports (electronically) to the EPA Project Officer by **April 15 but no later than April 30** and by **October 15 but no later than October 30** of each year, through the life of the assistance agreement. Reporting periods shall be the 6-month periods from October 1 to March 31 and

April 1 to September 30. Progress reports shall document progress in writing and in pictures, for the project during the immediately preceding reporting period and must contain sufficient information in order to ascertain that the workplan is being carried out as specified in the assistance agreement. Progress reports shall describe all of the following that apply:

(a) Work accomplished for the period, quantifying results achieved. Specify any incremental and cumulative (from October 1, 2014 on) results achieved during the reporting period for all applicable GLRI Action Plan III measures (*i.e.*, the number of responses, exercises, acres, and/or miles for measures on the list at on page 5 of the GLRI Action Plan III:

<https://www.epa.gov/sites/production/files/2019-10/documents/glri-action-plan-3-201910-30pp.pdf>), in accordance with any direction provided by your EPA project officer and the GLRI Action Plan III Measures Reporting Plan as periodically updated by the EPA at <<http://www.epa.gov/great-lakes-funding>>, particularly:

1.1.1 – Areas of Concern where all management actions necessary for delisting have been implemented.

4..1.1 Acres of coastal wetland, nearshore, and other habitats restored, protected, or enhanced.

- (b) Object Class Category changes;
- (c) Corrective actions;
- (d) Projected new work;
- (e) Percent completion of scheduled work;
- (f) Percent of budgeted amounts spent;
- (g) Any change in principal investigator;
- (h) Any change needed in project period,
- (i) Date and amount of latest drawdown request; and
- (j) Delays or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

The EPA Project Officer must be able to determine that all mission support products, services, information or data generation and use, including technology development and verification, is performed in accordance with EPA policies and the assistance agreement. To develop your progress report you may use the outline at <<http://www.epa.gov/great-lakes-funding>>.

2. Final Report: The Final Report shall incorporate project outputs and summarize the nature and extent of the project, methodologies employed, significant events and experiences, a compilation of the data collected, and results achieved. Results shall include the cumulative results achieved during the project period for all applicable GLRI Action Plan III measures described in element 1 of the Semiannual Progress Report condition above.

The final report shall also include analysis of the data, conclusions, and recommendations. The final report shall incorporate photo documentation of the project and environmental progress under the project at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings. In order for the report writing costs to be eligible under the award, they must be incurred before the project end date. Electronic and paper versions of the **Final Report shall be submitted no later than 120 days after the end of the project period.** All work products shall carry attribution to the U.S. EPA Great Lakes Restoration Initiative for funding assistance and should also acknowledge significant contributions by others. If applicable, the Final Report shall include:

- A database (Excel or similar format) of field and laboratory data including but not limited to latitude-longitude, date, time, field observations, parameter data, laboratory analysis, QA duplicates/replicates
- Model files including input-output data, model code, model output, and peripheral and post-processing utilities.

3. Subaward Performance Reporting:

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

- I. Summaries of results of reviews of financial and programmatic reports.
- II. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
- III. Environmental results the subrecipient achieved.
- IV. Summaries of audit findings and related pass-through entity management decisions.
- V. Actions the pass-through entity has taken to correct deficiencies such as those specified at [2 CFR 200.332\(e\)](#), [2 CFR 200.208](#) and the [2 CFR 200.339](#) Remedies for Noncompliance.

Subaward Programmatic Monitoring for Grants in Support of Areas of Concern or Lakewide Action and Management Plans

In addition to subaward monitoring and reporting requirements described in the **Performance Reporting And Final Performance Report** condition of this agreement, assistance agreement recipients who are issued non-competitive grants in support of Areas of Concern (AOC) or Lakewide Action and Management Plans (LAMPs), and who include subawards in their budget, must monitor subrecipient work to ensure that it meets the objectives of the AOC or LAMP.

ALL OTHER PROGRAMMATIC TERMS AND CONDITIONS REMAIN THE SAME

Administrative Conditions

General Terms and Conditions

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

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

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

A. Correspondence Condition

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

Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and young.robert@epa.gov
MBE/WBE reports (EPA Form 5700-52A): region5closeouts@epa.gov and **Robert Young at young.robert@epa.gov**

All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: **Jennifer Conner at conner.jennifer@epa.gov and Robert Young at young.robert@epa.gov**

Payment requests (if applicable): **Jennifer Conner at conner.jennifer@epa.gov**

Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: **Jennifer Conner at conner.jennifer@epa.gov**

B. Pre-award Costs

In accordance with 2 CFR 1500.9, the grantee may charge pre-award costs (both Federal and non-Federal matching shares) incurred from **7/1/23** to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

Programmatic Conditions

A. Performance Reporting and Final Performance Report

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of

cost overruns or high-unit costs.

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

1. **Semi-annual progress reports:** Starting with the first full reporting period after the issuance of the award, the recipient shall submit semi-annual progress reports (electronically) to the EPA Project Officer by **April 15 but no later than April 30 and by October 15 but no later than October 30** of each year, through the life of the assistance agreement. Reporting periods shall be the 6-month periods from October 1 to March 31 and April 1 to September 30. Progress reports shall document progress in writing and in pictures, for the project during the immediately preceding reporting period and must contain sufficient information in order to ascertain that the workplan is being carried out as specified in the assistance agreement. Progress reports shall describe all of the following that apply:

(a) Work accomplished for the period, quantifying results achieved. Specify any incremental and cumulative (from October 1, 2014 on) results achieved during the reporting period for all applicable GLRI Action Plan III measures (*i.e.*, the number of responses, exercises, acres, and/or miles for measures on the list at on page 5 of the GLRI Action Plan III: <https://www.epa.gov/sites/production/files/2019-10/documents/glri-action-plan-3-201910-30pp.pdf>) ,in accordance with any direction provided by your EPA project officer and the GLRI Action Plan III Measures Reporting Plan as periodically updated by the EPA at < <http://www.epa.gov/great-lakes-funding>>, particularly:

1.1.1 – Areas of Concern where all management actions necessary for delisting have been implemented.

4..1.1 Acres of coastal wetland, nearshore, and other habitats restored, protected, or enhanced.

(b) Object Class Category changes;

(c) Corrective actions;

(d) Projected new work;

(e) Percent completion of scheduled work;

(f) Percent of budgeted amounts spent;

(g) Any change in principal investigator;

(h) Any change needed in project period,

(i) Date and amount of latest drawdown request; and

(j) Delays or adverse conditions which materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

The EPA Project Officer must be able to determine that all mission support products, services, information or data generation and use, including technology development and verification, is performed in accordance with EPA policies and the assistance agreement. To develop your progress report you may use the outline at <<http://www.epa.gov/great-lakes-funding>>.

2. Final Report: The Final Report shall incorporate project outputs and summarize the nature and extent of the project, methodologies employed, significant events and experiences, a compilation of the data collected, and results achieved. Results shall include the cumulative results achieved during the project period for all applicable GLRI Action Plan III measures described in element 1 of the Semiannual Progress Report condition above. The final report shall also include analysis of the data, conclusions, and recommendations. The final report shall incorporate photo documentation of the project and environmental progress under the project at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings. In order for the report writing costs to be eligible under the award, they must be incurred before the project end date. Electronic and paper versions of the **Final Report shall be submitted no later than 120 days after the end of the project period.** All work products shall carry attribution to the U.S. EPA Great Lakes Restoration Initiative for funding assistance and should also acknowledge significant contributions by others. If applicable, the Final Report shall include:

- A database (Excel or similar format) of field and laboratory data including but not limited to latitude-longitude, date, time, field observations, parameter data, laboratory analysis, QA duplicates/replicates
- Model files including input-output data, model code, model output, and peripheral and post-processing utilities.

B. Cybersecurity Condition

State Grant Cybersecurity

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

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters

Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

C. Requesting Travel Costs

Time and travel costs along with participation in professional meetings and conferences funded under this agreement shall be reviewed by the EPA Project Officer in advance. Although EPA may have approved this type of activity as a component of the workplan, the recipient (or its representative) seeking to attend professional meetings and conferences not covered/approved in the original scope of work, must notify the EPA Project Officer identified on the first page of this agreement.

Travel Narrative

Specifically, **at least 30 days** in advance, the recipient shall notify the EPA Project Officer of any travel plans not previously detailed in the approved workplan by providing the Project Officer with a description of the event, the location of the event, the event sponsor, travel dates, the recipient's role in the event, the number of travelers and an itemized travel breakdown of costs ((per diem, mileage, lodging, parking/tolls, airfare). The request should also include a justification describing why this travel is a necessary part of this assistance agreement. The recipient understands that any travel revisions contributing to a rebudgeting of funds from other cost categories exceeding 10% of the total budget, or an increase in grant funds requires a formal amendment to this agreement.

International Travel (see also EPA General Term and Condition titled "Foreign Travel")

The recipient must request approval for International travel not approved in the workplan by submitting a request to the Project Officer **at least 30 days** in advance of incurring foreign travel costs. The recipient understands that if it incurs international travel costs of any kind without EPA's prior approval, it does so at its own risk.

D. Signage Requirements

The recipient is required to place a sign at each on-the-ground protection or restoration project supported under this award displaying the GLRI and EPA logos in a manner that

informs the public that the project is funded in part or wholly by the EPA. The sign must be placed in a visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the project period and for a reasonable time after the agreement project period, as determined by the recipient.

Recipients are required to comply with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. If the EPA logo is displayed along with the logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo>.

State agencies and agencies of political subdivisions of states must comply with 2 CFR 200.323, Procurement of recovered materials when procuring signage for projects funded by EPA assistance agreement. EPA encourages other recipients to use recycled or recovered materials when procuring signs.

Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

E. Public or Media Events

The Recipient agrees to notify the EPA Project Officer listed in this award document of public or media events or news releases publicizing the accomplishments or significant events as a result of this agreement, and provide the opportunity for attendance and participation or a statement by federal representatives with at least fifteen (15) working days' notice.

F. Health, Safety, and Environmental Compliance

All health, lab and field activities conducted for this project must be in accordance and compliance with all applicable health, safety and environmental laws, regulations and guidelines.

G. Management Practice

The recipient agrees to properly operate and maintain any best management practices or management practices implemented through this award in accordance with design standards and specifications. Further, when designing, implementing, and/or maintaining the project funded by this award, the recipient agrees to: 1) consider the potential impacts of climate change (e.g., increasing temperatures, higher water levels, more frequent and intense storms, greater wave energy, etc.) on the planned project; and 2) to the maximum extent feasible, incorporate resilience to the potential impacts of climate change into the design, implementation, and operations of the project.

H. Disposition of Wastes

Disposal of all wastes will be in accordance with State and Federal regulations, and is the responsibility of the recipient.

I. Timely Fiscal Expenditures

The recipient must ensure funds are expended timely commensurate to the progression of Project Activities. To ensure compliance with unliquidated obligations (ULO) policies, the recipient must **notify the EPA Project Officer** of potential drawdown delays that exceed 180 days.

J. QUALITY ASSURANCE

Please visit our [Quality Assurance Resources for Great Lakes Restoration Initiative Grantees](#) website for more information about GLRI requirements, tools, and resources.

Quality Assurance System

Scope:

Quality assurance (QA) applies to all agreements that involve environmental data operations, including environmental or scientific data and information collection, production or use. Environmental data operations include the acquisition, generation, compilation or use of environmental data and technology. These terms and conditions apply to all environmental programs included in the agreement's workplan that contain environmental data operations. Definitions applicable to these terms and conditions are in the following locations: Appendix A of EPA's [Quality Management Plan \(QMP\) Standard](#) and Appendix B of [EPA QA R-5: EPA Requirements for Quality Assurance Project Plans](#). Examples are included in the Example Activities Section at: [Quality Specifications for non-EPA Organizations to do business with EPA](#).

Sub-awards will include appropriate quality requirements for the work conducted through sub-agreements with other organizations. The prime recipient is accountable for all work performed on the project or program award including any portion of the external agreement work that the recipient awards to a sub-recipient.

Authorities, in accordance with: