

**GRANT AGREEMENT  
BETWEEN THE  
  
STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF INTERGOVERNMENTAL RELATIONS  
WISCONSIN COASTAL MANAGEMENT PROGRAM  
  
AND  
  
MILWAUKEE COUNTY**

**THIS AGREEMENT** is made and entered into by and between the Division of Intergovernmental Relations (“Division”), Department of Administration (“Department”), representing the State of Wisconsin (collectively “State”), and **MILWAUKEE COUNTY** (“Grantee”) with a DUNS Number of 1728963830000, for the Performance Period of the date this agreement is signed by the State through **March 31, 2020**.

**WHEREAS**, on behalf of the State, the Department administers the Wisconsin Coastal Management Program (“Program”) through the Division to provide funds for eligible activities; and

**WHEREAS**, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

**WHEREAS**, the Division has approved an award to Grantee in the amount of **NINETEEN THOUSAND Dollars (\$19,000.00)** and the Grantee agrees to provide **ELEVEN THOUSAND FOUR HUNDRED Dollars (\$11,400.00)** for eligible activities herein described; and

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

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

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

The following documents are part of this Agreement:

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

**MILWAUKEE COUNTY**

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

**BY:** \_\_\_\_\_  
**Guy Smith**

**BY:** \_\_\_\_\_  
**Dawn Vick**

**TITLE:** Director, Milwaukee County Parks

**TITLE:** Administrator

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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**GENERAL TERMS AND CONDITIONS**

**ARTICLE 1. CONTRACT ADMINISTRATION**

The Division employee responsible for the administration of this Agreement shall be **Kate Angel**, or their designee and who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grantee's employee responsible for the administration of this Agreement shall be **Stevan Keith**, who shall represent the Grantee's interest regarding Agreement performance, financial records and related considerations. The Division shall be immediately notified of any change of this designee.

**ARTICLE 2. APPLICABLE LAW**

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

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

**ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION**

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

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

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

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

**ARTICLE 4. SCOPE OF WORK**

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

2. Work Products - The Grantee shall complete all work tasks that they committed to in their application submission (Attachment A). Failure to meet this requirement may result in termination of this contract under "Cancellation for Cause", Article 12 of this contract.

**ARTICLE 5. PERIOD OF PERFORMANCE**

The effective period of this Agreement shall be for the **date of signature from State of Wisconsin through March 31, 2020** (the "Performance Period").

**ARTICLE 6. STANDARDS OF PERFORMANCE**

The Grantee shall perform the project and activities as set forth in the Contract Application and described herein in accordance with those standards established by statute, administrative rule, the Division, and any applicable professional standards.

**ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT**

The Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the State. The State reserves the right to reject any subcontractor or subgrantee after notification. The Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

**ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES**

If a State public official (as defined in section 19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave., Third Floor, Madison, Wisconsin 53703.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the State and the employer of such person or persons.

**ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT**

The Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State setting forth the provisions of the nondiscrimination clause.

Grants estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Grantee shall submit the Affirmative Action Plan/exemption statement to the Department of Administration, State Bureau of Procurement, PO Box 7867, Madison, WI 53707, unless compliance eligibility is current. No extensions of this deadline shall be granted. Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

**ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES**

The Grantee shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts shall allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

**ARTICLE 11. TERMINATION AT WILL**

The Division may terminate this Agreement at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the State.

The Grantee may terminate this Agreement with or without cause by delivering written notice to the Division by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Division program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Division within forty-five (45) days of the effective date of notice of termination any payment made by the Division to the Grantee which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

**ARTICLE 12. TERMINATION FOR NONAPPROPRIATION**

The State reserves the right to terminate this Agreement in whole or in part without penalty due to nonappropriation of necessary funds by the Legislature or the Federal Government.

**ARTICLE 13. FAILURE TO PERFORM**

The State reserves the right to suspend payment of funds if required reports are not provided to the State on a timely basis or if performance of grant activities is not evidenced. The State further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the State and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the State and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

**ARTICLE 14. PUBLICATIONS**

The Grantee may publish materials produced under this Agreement subject to the following conditions:

- a) All materials produced under this Agreement shall become the property of the Department of Administration and may be copyrighted in its name. The Grantee reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.
- b) All reports, studies, videos, websites or other documents resulting from this contract shall acknowledge the financial assistance provided by the Department. The following notation shall be carried on all articles, reports, publications or other documents resulting from this Agreement.

*"This (article, report, publication or document) is funded (in whole or in part) by the Wisconsin Department of Administration, Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration under the terms and conditions of this Agreement." (see Attachment B for further guidance).*

**ARTICLE 15. AMENDMENT**

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and data addenda.

**ARTICLE 16. SEVERABILITY**

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

**ARTICLE 17. WAIVER**

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

**ARTICLE 18. FORCE MAJEURE**

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

**ARTICLE 19. EXTRA WORK**

If the State desires to have the Grantee perform work or render services other than provided for by the expressed intent of this Agreement such work shall be considered as Extra Work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the State and the Grantee. Work under such amendment shall not proceed unless and until so authorized by the State. Any such continuance of service which would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Legislature.

**ARTICLE 20. LABOR STANDARDS**

The Grantee shall comply with and assure compliance of all Project contractors and subcontractors with the Davis-Bacon Act, as amended 40 U.S.C. 3141-3148, the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708, other applicable Federal laws and regulations pertaining to labor standards, and the Labor Standards section of the Implementation Handbook.

**ARTICLE 21. CHOICE OF LAW AND VENUE**

In the event of a dispute this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with Federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

**FISCAL TERMS AND CONDITIONS**

**ARTICLE 22. AVAILABILITY OF FUNDS**

Funds have been appropriated by the Wisconsin Legislature or received from the Federal Government for the services covered under this Agreement.

**ARTICLE 23. SOURCE OF FUNDS**

Federal funds for this grant by the Wisconsin Coastal Management Program are provided by the Department of Commerce, National Oceanic and Atmospheric Administration. The U.S. Department of Commerce, National Oceanic and Atmospheric Administration awards funding to the state through “Coastal Services Center”, listed in the Catalog of Federal Domestic Assistance (CFDA) under number 11.473.

The funds awarded under this contract have been encumbered and are subject to the continued availability of funding from the National Oceanic and Atmospheric Administration, through Award Number **NA17NOS4730144**. The pass-through entity is the Wisconsin Department of Administration, and the awarding official is Director, Grants Management Division, NOAA.

**ARTICLE 24. VARIANCES**

Variations to the budget outlined in Attachment A may be permissible as long as the transfer of funds among cost categories does not exceed 10 percent of the current total award. If the transfer of funds is above 10 percent of the total award, the changes shall be approved by the Division in writing. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes shall be made by amendment to the Agreement.

**ARTICLE 25. LIMITATION ON COSTS**

Reimbursement by the Department shall be **62.5%** of the total cost or not to exceed **Nineteen Thousand Dollars (\$19,000.00)**. The Grantee shall provide **37.5%** of the total cost, or **Eleven Thousand Four Hundred Dollars (\$11,400.00)**. See itemized budget in Attachment A.

**ARTICLE 26. ELIGIBLE COSTS**

Eligible Costs are those costs which can be audited and which are directly attributable to grant activities and identified and approved in Attachment A.

1. No Eligible Costs subject to reimbursement by this Grant may be incurred prior to the execution of this Agreement.
2. Costs only as identified in the Budget and described in the Scope of Work are allowed.
3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the State.

**ARTICLE 27. ALLOWABLE COSTS**

Office of Management and Budget (OMB) Uniform Guidance, Subpart E (codified at 2 CFR Part 200), shall be complied with by the grantee with respect to specific items and their cost allowability.

**ARTICLE 28. REIMBURSEMENT OF FUNDS**

The Grantee shall return to the State or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable eligible costs under this Agreement. If the Grantee fails to return excess funds,

the State may deduct the appropriate amount from subsequent payments due to the Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the State for any disbursed funds, which are determined by the State to have been misused or misappropriated. The State may also require reimbursement of funds if the State determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the State, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

**ARTICLE 29. LIMITED USE OF PROGRAM FUNDS**

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other Program Agreements toward the activities for which funding is authorized by this Agreement nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other Program Agreements. The word "funds" as used in this Article does not include Program income.

**ARTICLE 30. FINANCIAL MANAGEMENT**

The Grantee agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in ARTICLE 23 and with standards established by the State to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

**ARTICLE 31. METHOD OF PAYMENT**

Payment shall be by the Department to the Grantee upon receipt of **quarterly** invoices submitted on the required reimbursement form and sent to the following address:

Coastal Management Grants Specialist  
Department of Administration  
Division of Intergovernmental Relations  
101 East Wilson Street, 9<sup>th</sup> Floor  
PO Box 8944  
Madison, WI 53708-8944

- a) Invoices shall reflect eligible costs incurred by approved Budget line item. Invoices shall be accompanied by written documentation of eligible costs. The Department shall make payment if it determines that the Grantee is making satisfactory progress in completing the project tasks based on the Grantee's progress report submitted at the same time as the invoice.
- b) Final invoice shall be submitted to the Department no later than (60) days following close of the Agreement.



## ADMINISTRATIVE TERMS AND CONDITIONS

### **ARTICLE 32. SINGLE AUDIT REQUIREMENT**

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

#### **Federal Funded Awards:**

**Governmental and Non-profit Grantees**, or their assignees, that **expend** federal funds during their fiscal year shall comply with Subpart F of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200), and the State Single Audit Guidelines issued by the Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

#### **State Funded Awards:**

**NOTE:** If an audit is required under the Omni Circular Subpart F as described above, then this section does not apply as State Funded Awards will already be included in that audit.

**Governmental and Non-profit Grantees**, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

#### **Submit To:**

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package (<http://www.doa.state.wi.us/divisions/budget-and-finance/financial-reporting/state-controllers-office/state-single-audit-guidelines>).

### **ARTICLE 33. EXAMINATION OF RECORDS**

The Division, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Such material shall be retained for three years by the Grantee following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the State.

The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to project funds. The Grantee shall maintain sufficient segregation of project accounting records from other projects or programs.

**ARTICLE 34. PERFORMANCE REPORTS**

The Grantee shall submit Performance Reports to the State on a quarterly basis as long as this Agreement is in effect. Reporting dates are as follows: **June 30, September 30, December 31, March 31**. The Performance Reports shall detail the uses of the funds received under this Agreement, how funds have been expended and the amounts expended during the preceding fiscal period, until all funds have been expended.

1. Progress Reports - The Grantee shall provide quarterly progress reports which detail project tasks completed and related expenses. Any program and/or fiscal problems encountered must be itemized.
2. Close-out period - The Grantee shall be allowed 60 days after contract completion date to prepare the final report and invoice. Only costs for compiling, editing and printing of final reports, preparation of financial reports and other costs associated solely with contract close-out activities may be incurred during this period.
3. Program Summary and Final Report - A separate summary of the project by the Grantee shall be included with the final report. The summary should include: an identification of the coastal resource management issue addressed; a summary of improvements; where possible, quantitative information on the degree of improvement, i.e., acres of wetlands protected, areas mapped, feet of trail developed, etc.; and where possible, state, federal, and local funds expended for the overall project. This report shall not exceed 1-2 single-spaced pages.
4. Final Work Products - Submit three copies (including one copy in digital/electronic format, if appropriate) of any final work products.

**SPECIAL TERMS AND CONDITIONS**

**ARTICLE 35. COMPETITIVE PROCUREMENT PRACTICES**

Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

**ARTICLE 36. REASONABLE COSTS**

Grantee shall attempt to control unit costs for products and services procured as a result of this Agreement, to the state average experience.

**ARTICLE 37. AUDITS**

Grantee shall perform an "Agreed Upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the State and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

**ARTICLE 38. EQUIPMENT ACCOUNTABILITY**

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee's name, unless otherwise specified by an attachment. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

**ARTICLE 39. PATENT INFRINGEMENT**

The Grantee selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further that the sale or use of the articles described herein shall not infringe any United States patent. The Grantee covenants that it shall, at its own expense, defend

every suit which shall be brought against the State of Wisconsin (provided that such Grantee is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

**ARTICLE 40. PROGRAM INCOME**

Program income means gross income received by the Grantee that is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Agreement funds obtained from the State; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program income pending its disposition.

All Program income shall be recorded and used in accordance with the rules and regulations of the Program funding source described herein. If at any time changes in the use of Program income are considered, the Grantee shall submit a plan detailing the proposed uses of Program income to the State for approval. Should the Grantee decide following Agreement close out to discontinue using Program income for such purposes, the Grantee shall return the Program income balance and any additional Program income accrued to the State by January 31 of the following year.

**ARTICLE 41. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE**

If any portion of the funds are used to support training, workshops, seminars, exhibit space, etc., the Wisconsin Department of Administration, Division of Intergovernmental Relations shall receive complimentary registrations and/or exhibit/booth space, if requested.

**ARTICLE 42. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Grantee certifies that to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal.

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## Attachment A

### Grant Agreement # AD179144 – 017.CR07

<b>1. Project Title (max. 15 words):</b> Creating A Coastline Management Policy for Milwaukee County	
<b>2. Organization applying:</b> Milwaukee County	<b>4. Organization DUNS Number*:</b> 1728963830000
<b>3. Contact Person and Address:</b> Stevan Keith, P.E. <hr/> Milwaukee County Environmental Services Unit <hr/> 633 W. Wisconsin Ave., Suite 1003, Milwaukee, WI 53203 <hr/> <b>Phone:</b> 414-278-4355 <b>Email:</b> <a href="mailto:stevan.keith@milwaukeecountywi.gov">stevan.keith@milwaukeecountywi.gov</a>	<b>5. Primary County where project is located:</b> Milwaukee
	<b>6. Other Counties where project is located:</b> Not applicable.
	<b>7. Congressional District #:</b> 1, 4, 5, 6
	<b>8. State Senate District #:</b> 3-8, 28
<b>9. State Assembly District #:</b> 7-24, 82-84	
<b>10. Total Project Cost:</b> \$ 30,400.00	
<b>11. WCMP Share:</b> \$ 19,000.00	<b>13. WCMP Percent:</b> 62.5 %
<b>12. Applicant Share:</b> \$ 11,400.00	<b>14. Applicant Percent:</b> 37.5 % <i>(must be at least 33.3% of total cost)</i>
<b>16. Brief Summary of the Project</b> (300 word maximum, use this page only). Include (1) Project Description and (2) Project Outcomes:	
<p>Milwaukee County is seeking Coastal Resilience funding for the development of a formal policy and coastal land management practices to assist with preventing or reducing shoreline recession, bluff failure, or erosion on County lands. The completed policy and set of guidelines will enhance Milwaukee County's ability to respond to, withstand, and adapt to coastal hazard issues by:</p> <ul style="list-style-type: none"> <li>• Enabling the County to address coastal bluff stabilization in a more proactive manner.</li> <li>• Improving the County's responsiveness to coastal damage events.</li> <li>• Providing County staff with support, backed by extensive research and review, in discussions with local groups about how coastal bluffs should be managed.</li> </ul> <p>Milwaukee County municipalities will be asked to participate in the development of the coastal resource management policy and practices, as will the Southeastern Regional Planning Commission (SEWRPC). Participation by the latter will ensure that coastal communities within the region will be made aware of the policy and guidelines.</p> <p>Project deliverables are:</p> <ul style="list-style-type: none"> <li>• A formal policy and set of guidelines for addressing shoreline recession and bluff failure.</li> <li>• Preparation for policy adoption by the Milwaukee County Board of Supervisors and the Milwaukee County Executive.</li> </ul>	

\*If a DUNS number has not yet been applied for, please contact Dun and Bradstreet (<https://www.dandb.com/free-duns-number/>).

**1. Problem**

Concisely state the coastal hazard issue(s) that this proposal addresses. As appropriate, please reference the community’s completed Coastal Resilience Self-Assessment and/or local community plans which address coastal hazards.

Milwaukee County has extensive property holdings along the Lake Michigan shoreline primarily as part of the Milwaukee County Park System. There have been significant occurrences of shoreline recession and bluff failure on those coastal lands over the years. Currently, Milwaukee County has no formal policies or practices on how its coastal properties should be managed to minimize erosion or recession. Incidences of erosion or recession are addressed on an ad hoc basis after damage has occurred. There is a high likelihood that there will be more such occurrences in the future, as indicated in our Coastal Resilience Self-Assessment.

Milwaukee County is seeking \$19,000 in Coastal Resilience funding for the development of a coastal landscape policy and set of practices in an effort to minimize or prevent shoreline recession and bluff failure.

**2. Project Description**

Describe the project for which funding is requested.

Milwaukee County is seeking Coastal Resilience funding for the development of a formal policy and to set coastal land management practices for Milwaukee County to use to prevent or reduce shoreline recession, bluff failure, or erosion. The project would consist of a review of the current best practices for stabilizing shorelines for possible applicability in Milwaukee County. Guidelines used by other coastal communities, as well as the Coastal Erosion Model Ordinance for Wisconsin (by ASFPM), would also be evaluated for incorporation into a Milwaukee County framework. Coastal municipalities within Milwaukee County would be invited to participate in the policy development process, and a public outreach component of the project would publicize information about the project and serve as a means for soliciting input. If completed during the project timeframe, the “Property Owners Guide to Protecting Your Bluff”, currently under development by UW Sea Grant, could be included as part of this public outreach effort.

Elements of the policy and management practices will include:

- Setbacks from bluffs and ravines
- Vegetation management (including planting specifications and native species restoration)
- Bluff condition and risk assessment guidelines
- Viewshed management
- Natural landscaping versus recreational developments
- Grading
- Stabilization techniques
- Stormwater management

To ensure the planned policy will have meaningful impact, we anticipate the following steps will be undertaken as part of the implementation process:

1. Develop the formal policy
2. Create the standards/guidelines for internal use
3. Define what land area will be addressed by the policy
4. Seek adoption of the policy by Milwaukee County Board of Supervisors
5. Seek to incorporate the policy into Parks' business processes, such as right-of-entry permits, easements, "23 points", and third party agreements
6. Outline steps that will be taken when a non-compliance issue comes to our attention
7. Conduct education and training of County staff on the new policy

### 3. Impact on Coastal Resilience

- a. Describe the extent to which the project will enhance the community's ability to respond to, withstand or adapt to coastal hazard issues.

As appropriate, identify priorities from the Coastal Resilience Self-Assessment and/or recommended mitigation measures from your county or local hazard mitigation plan, or other community plans, that will be addressed by this proposed project.

- b. Describe how this project incorporates collaboration between multiple municipalities, counties, or other partners in southeastern Wisconsin or how the project could have benefits to multiple communities in the region.

a.

As indicated in our Coastal Resilience Self-Assessment, the level of planning by Milwaukee County for shoreline recession and bluff failure has been low. The County has undertaken some re-zoning of parklands as one measure of protecting its coastal resources. The completed policy and set of guidelines will enhance Milwaukee County's ability to respond to, withstand or adapt to coastal hazard issues by:

- Enabling the County to address coastal bluff stabilization in a more proactive manner.
- Improving the County's responsiveness to coastal damage events.
- Providing County staff with support, backed by extensive research and review, in discussions with local groups about how coastal bluffs should be managed.

b.

Milwaukee County municipalities will be asked to participate in the development of the coastal resource management policy and practices, as will the Southeastern Regional Planning Commission (SEWRPC). Participation by the latter will ensure that coastal communities within the region will be made aware of the policy and guidelines.

Milwaukee County will work to collaborate with local municipalities by

1. Reviewing the policies, codes and ordinances already in place in the shoreline communities
2. Reviewing the existing SEWRPC template
3. Reviewing how the City of Racine and Racine County worked cooperatively towards a policy
4. Meeting with municipalities to discuss the project, to
  - a. explain that we are developing a policy for County-owned land
  - b. ask them to share what part(s) of their policy is working and any recommended improvements
  - c. seek consistency between existing policies and what we are developing

**4. Methodology and Timetable**

- a. Provide a list and description of grant-funded project tasks, including a timeline and major milestones.
- b. Provide a list of work products or deliverables.

a.	<ul style="list-style-type: none"> <li>• County Board approval to receive grant (Jan-Feb)</li> <li>• Solicit participation by local coastal municipalities and by SEWRPC (March-April)</li> <li>• Review coastal land resource management literature (April-May)</li> <li>• Review official policies and practices of coastal communities (April-May)</li> <li>• Develop list, guidelines, standards for Milwaukee County (June-Sept)</li> <li>• Conduct public meeting to present draft recommendations and solicit public input (Oct)</li> <li>• Finalize policy and management practices (Nov-Dec)</li> <li>• County Board approval of policy (Jan 2020)</li> <li>• Post project updates on the Parks website throughout project duration.</li> </ul>
b.	<ul style="list-style-type: none"> <li>• A formal policy and set of guidelines for addressing shoreline recession and bluff failure.</li> <li>• Formal adoption of said policy and guidelines by the Milwaukee County Board of Supervisors and the Milwaukee County Executive.</li> </ul>

**5. Project Budget**

- a. Provide a breakdown of the proposed project budget using the following **required table**, showing proposed costs in the categories listed. Coastal Resilience Grant Projects require a nonfederal cost-share match of at least 50% of the requested funding.

Activity	WCMP Request	Match	Total
Personnel	\$ 0	\$ 3,800	\$ 3,800
Fringe Benefits	\$ 0	\$ 1,366	\$ 1,366
Equipment			
Travel			
Supplies			
Contractual	\$19,000	0	\$19,000
Construction			
Other		\$ 3,574	\$ 3,574
Indirect Charges		\$ 2,660	\$ 2,660
<b>Totals</b>	<b>\$ 19,000</b>	<b>\$ 11,400</b>	<b>\$ 30,400</b>

- b. Contractal costs must be itemized using the same budget lines above (if known). Applicant may also provide further budget details using additional categories/sub-categories in the second table or in another format, if necessary.

Activity	WCMP Request	Match	Total
	\$	\$	\$
Review existing policies/practices	5,000		5,000
Geotechnical issue review	6,000		6,000
Public outreach/policy development	8,000		8,000
<b>Totals</b>	<b>\$ 19,000</b>		<b>\$ 19,000</b>



**6. Budget Description**

Describe the composition and source of the matching funds. Also, indicate whether nonfederal matching funds have been secured or committed.

Matching funds will be provided through Milwaukee County staff time (in-kind services labor). No other nonfederal matching funds have been secured or committed.

The hourly rate budgeted for cost-share is the same rate Milwaukee County uses to bill internal labor against its internal project budgets. The salary multiplier (3.0) includes:

- direct labor/personnel (100%)
- fringes (35.9%)
  - the 35.9 % is broken down as follows:
    - FICA/Medicare 7.65%
    - Pension 7.84%
    - Unempl Comp 0.89%
    - Health/Dental 19.03%
    - Life Ins 0.53%
- other (94.1%)
- indirect charges (70%)

The project budget assumes that the in-kind labor will provide the match. In-kind labor would include overall project management, grant administration work, consultant procurement and management, review of existing policies, organizing collaboration meetings, drafting policy and guidelines, and processing the board resolution. The budget assumes we will secure services of consultants to assist with geotechnical issues, and assist with public outreach. The consultant budget includes assistance from SEWRPC staff with preparation of the policy.

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**ATTACHMENT B**

**ACKNOWLEDGEMENTS AND OUTREACH FOR PROJECTS FUNDED BY THE WISCONSIN COASTAL MANAGEMENT PROGRAM**

The recipient must display, where appropriate and practical, publicly visible signs or images indicating that the project has received funding from National Oceanic and Atmospheric Administration (NOAA) and the Wisconsin Coastal Management Program (WCMP). These contributions should also be acknowledged in all communications with the media and the public and in all outreach related to the projects, consistent with Department of Commerce Financial Assistance Standard Term and Condition Section G.05.j.3. In addition, consistent with NOAA’s collaboration on this project, the Department of Commerce Financial Assistance Standard Term and Condition Section G.05.j.3 is supplemented with the following:

1. The Recipient will coordinate with WCMP and NOAA on outreach plans, events, products, and media coverage associated with the project.
2. The Recipient will provide copies of final outreach products, website mentions, press materials, photos, etc. via the standard progress reports to WCMP and NOAA, or when available throughout the award period. In addition, the Recipient will provide WCMP and NOAA with high-resolution photos of the project to be submitted with progress reports or as requested by NOAA.

**1. For audio productions:**

Funding provided by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration.

**2. For video productions:**

On the screen, in color, all of the following:

Wisconsin Coastal Management Program wave logo with the words “Wisconsin Coastal Management Program”

National Oceanic and Atmospheric Administration gull logo with the words “National Oceanic and Atmospheric Administration”

**3. For printed documents and work products, including web-based publications:**

Wisconsin Coastal Management Program Logo (also available as electronic file):



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



**Required text acknowledgement:**

Funded by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration, Office for Coastal Management under the Coastal Zone Management Act, Grant # NA17NOS4730144

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**ATTACHMENT E**

**ENVIRONMENTAL DATA SHARING POLICY FOR  
WISCONSIN DEPARTMENT OF ADMINISTRATION  
COASTAL MANAGEMENT COASTAL RESILIENCE GRANTS**

For projects that receive federal funds for collection or production of environmental data, grant recipients must provide expected data collection dates, type of collection, flight lines, etc. to the Department of Administration (DOA) as early as practicable before collection so that it can be shared with the National Oceanic and Atmospheric Administration (NOAA) office(s).

The grant recipient will register the data and planned acquisition activities in Geospatial Platform (geodata.gov) complying with OMB Circular A-16, Coordination of Geographic Information and Related Spatial Data Activities at: [http://www.whitehouse.gov/omb/circulars/a016/a016\\_rev.html](http://www.whitehouse.gov/omb/circulars/a016/a016_rev.html). The grant recipient will document new geospatial data using the metadata standards developed by the Federal Geospatial Data Committee (FGDC), and if requested by NOAA provide standardized documentation electronically.

**Public Accessibility**

Environmental data and information collected and/or created under this grant agreement will be made visible, accessible and independently understandable to users in a timely manner free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy or by security requirements. Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.

Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines (1), data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata.

All data produced, generated or procured under this agreement shall remain the property of the grant recipient and its faculty, staff and students.

**Disclaimer**

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

**Publications**

Funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (<http://www.crossref.org/fundref/>) if supported by the Publisher.

The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <http://library.noaa.gov/repository> after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.

Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived

products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

- (1) [http://www.cio.noaa.gov/services\\_programs/IQ\\_Guidelines\\_103014.html](http://www.cio.noaa.gov/services_programs/IQ_Guidelines_103014.html)
- (2) Failure to perform quality control does not constitute an excuse not to share data.
- (3) Data without QC are considered "experimental products" and their dissemination must be accompanied by explicit limitations on their quality or by an indicated degree of uncertainty.

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

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

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

Geospatial Metadata will identify the following:

Identification Information

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

Data Quality Information

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

Spatial Data Organization Information

Raster, vector or indirect link to location included here.

Spatial Reference Information

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

Entity and Attribute Information

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

Distribution Information

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

Metadata Reference

Include who created the metadata and when it was created.

**Data Sharing Guidelines**

Geo-referencing system

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

For more information on geo-referencing see <http://dnr.wi.gov/maps/GetGISData.html>.

Means of transmittal Media

CD-ROM or DVD

Format

Fully compatible with ArcInfo®

WCMP grantee assistance in converting data into this format

David A. Hart  
Assistant Director for Extension  
University of Wisconsin Sea Grant Institute  
Room 201, Goodnight Hall  
1975 Willow Drive  
Madison, WI 53706-1177  
phone: (608) 262-6515  
fax: (608) 262-0591  
email: [dhart@aqu.wisc.edu](mailto:dhart@aqu.wisc.edu)  
website: <http://www.lic.wisc.edu/users/dhart/dhart.htm>

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## ATTACHMENT F

### SCIENTIFIC INTEGRITY FOR WISCONSIN DEPARTMENT OF ADMINISTRATION COASTAL MANAGEMENT COASTAL RESILIENCE GRANTS

#### **A. General Guidelines**

1. *Maintaining Integrity.* The recipient shall maintain the scientific integrity of research performed pursuant to this agreement including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct.

2. *Peer Review.* The peer review of the results of scientific activities under the agreement shall be accomplished to ensure consistency with National Oceanic and Atmospheric Administration (NOAA) standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

3. In performing or presenting the results of scientific activities under the NOAA agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.

#### **B. Investigating Scientific Integrity or Scientific and Research Misconduct**

1. *Initiating Investigation.* If the recipient determines that there is sufficient evidence to proceed to an investigation, it shall notify WCMP and, unless otherwise instructed, shall:

- a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.
- b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

2. *Finalizing Investigation.* When the investigation is complete, the recipient shall forward to WCMP a copy of the evidentiary record, the investigative report, any recommendations made to the recipient adjudicating official, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

#### **C. Findings and Corrective Actions**

If WCMP finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

1. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future and
2. Coordinate remedial action with NOAA.

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