Wauwatosa, WI

7725 W. North Avenue
Wauwatosa, WI 53213

Financial Affairs Committee

Meeting Agenda - Final

Tuesday, July 21, 2026 **7:45 PM** **Committee Room #1 and Zoom: https://servetosa.zoom.us/j/82091946645, Meeting ID: 820 9194 6645**

Regular Meeting

HYBRID MEETING INFORMATION

Members of the public may observe and participate in the meeting in-person or via Zoom at the link above. To access the Zoom meeting via phone, call 1-312-626-6799 and enter the Meeting ID.

CALL TO ORDER

ROLL CALL

FINANCIAL AFFAIRS COMMITTEE ITEMS

1. Consideration of request for authorization to enter into a Memorandum of Understanding with Ducks Unlimited for wetland restoration at Firefly Grove Park — 26-1278

2. Consideration of request to waive the competitive bidding process and authorize an agreement with Sharp Performance for wellness services for firefighters in the amount of $30,000 — 26-1261

3. Recommendation for adoption of an Innovation Grant Spending Policy — 26-1057

ADJOURNMENT

NOTICE TO PERSONS WITH A DISABILITY
Persons with a disability who need assistance to participate in this meeting should call the City Clerk's office at (414) 479-8917 or send an email to tclerk@wauwatosa.net, with as much advance notice as possible.

7725 W. North Avenue
Wauwatosa, WI 53213

File #: 26-1278 **Agenda Date:** 7/21/2026 **Agenda #:** 1.

Consideration of request for authorization to enter into a Memorandum of Understanding with Ducks Unlimited for wetland restoration at Firefly Grove Park

Submitted by:
Alex Krutsch - Parks and Forestry Superintendent
Department:
Public Works

A. Issue

Staff is seeking authorization to enter a memorandum of understanding with Ducks Unlimited for wetland restoration at Firefly Grove Park. A copy of the memorandum has been included in the agenda packet.

B. Background/Options

City staff, along with Ducks Unlimited and the Milwaukee Metropolitan Sewerage District have agreed in principal to a project that will restore and conserve 1.75 acres of wetland along the eastern edge of Firefly Grove Park.

This existing wetland complex was originally created to drain the Public Works site but today receives stormwater runoff from both the Firefly Grove and Public Works property. The water moves through the wetlands from the North to the South eventually making its way to Underwood Creek and ultimately Lake Michigan. Over the years the wetlands have become heavily degraded with sedimentation and invasive species. While they still serve their intended purpose of carrying storm water away from the DPW they offer little in terms of wildlife habitat.

Planned restoration work will include removal of sedimentation, removal of invasive species (plants/brush/trees), and grading to create a gentler slope down to the water's edge. These improvements will enhance wildlife habitat through improved pool depth, better forage with the establishment of native plant species, and access to the water via gentler slopes. Park patrons will also benefit by having increased access to an improved wetland complex and the associated opportunity for wildlife viewing.

Through the proposed partnership and associated agreement, the restored wetlands will continue to serve their original purpose with the added benefits of enhanced wildlife habitat and improved water quality for our local waterways.

C. Strategic Plan (Area of Focus)

Quality of Life

D. Fiscal Impact

At this time there are no anticipated fiscal impacts to the City as the entirety of the projects $342,333 budget is being funded through grants or in-kind donations. A breakdown of the funding is as follows:

Funding Source	Planned, or In-kind	Revenue
Fund for Lake Michigan	Secured	20,985
Milwaukee Metropolitan Sewerage District (MMSD)	Secured	100,000
Ducks Unlimited - Sustain our Great Lakes funding	Secured	150,000
MMSD - US Forest Service grant	Secured	38,000
Ducks Unlimited in-kind survey, design, and project delivery costs	Secured, in-kind	33,348
Total Project Revenue		**342,333**

However, the Council should be aware that given the sites history as a former landfill there is the possibility that contaminated soils could be encountered during excavation and grading. Should this occur work on the site would be halted until the soils in question could be evaluated and staff would return to the Council with options and recommendations for how to proceed.

E. Recommendation

Staff is recommending that authorization be granted to enter into a memorandum of understanding with Ducks Unlimited for the restoration and conservation of an approximately 1.75-acre wetland complex at Firefly Grove Park.

DUCKS UNLIMITED, INC. **CITY OF WAUWATOSA, WISCONSIN**

FIREFLY RIDGE WETLAND RESTORATION AND ENHANCEMENT
WI-410-103

This Agreement is effective on the date of the final signature between Ducks Unlimited, Inc., a District of Columbia nonprofit corporation with a principal address of One Waterfowl Way, Memphis, Tennessee 38120 (hereinafter "DU"), and the City of Wauwatosa with a principal address of 7725 W. North Avenue, Wauwatosa, WI 53213 (hereinafter "Cooperator") in accordance with the proposal between the parties dated February 1, 2026. In the event of any conflicts between this Agreement and proposal, the terms and conditions of this Agreement shall control.

WHEREAS, DU and the Cooperator have entered into this Agreement to assist in the wetland restoration and habit enhancement project at Firefly Ridge (hereinafter "Site") to benefit migratory waterfowl and other natural resources as described in the Project Proposal attached as Exhibit A of this Agreement (hereinafter "Project").

NOW, THEREFORE, in consideration of the above premises and other terms and conditions listed herein, DU and the Cooperator agree as follows:

I. PURPOSE.

Cooperator and DU have agreed to work together on the Project to fund, design, install and maintain the wetland restoration and tree planting at the Site. A portion of this project ($150,000) is funded pursuant to the National Fish and Wildlife Foundation Sustain our Great Lakes ("SOGL") Grant # 0501.24.082894 between DU and U.S. Fish and Wildlife Service, which is incorporated into this agreement as Exhibit B with additional funding for the project ($38,000) provided by the Milwaukee Metropolitan Sewerage District ("MMSD") to DU through Agreement # W98006P01 for Tree Planting and wetland restoration, see Exhibit C for Commitment Letter. Additional funding for the project will be provided by the Fund for Lake Michigan ($20,985) to the City of Wauwatosa through Agreement #150154, see Exhibit ___ that will be passed to DU to complete the Wetland Restoration as well as additional funding from MMSD's Green Solutions program ($100,000) that will be passed on to DU. DU will utilize additional funding provided by MMSD through agreement # W98006 to cover DU's associated personnel time on the project. The purpose of the project is to conserve 1.75 acres of wetlands and associated resources to benefit waterfowl, shorebirds and other waterbird species that use the area for breeding, migrating and wintering, see draft design in Exhibit D.

A portion of this Project will assist Cooperator in restoring and enhancing lands located within the Site by planting trees {Exhibit E} pursuant to the plan created the City staff and attached hereto as Exhibit D (the “Tree Plan”). DU shall lead in managing and overseeing the bidding process for the installation of the Tree Plan at the Site.

II. SCOPE OF THE AGREEMENT

In consideration of the above and the Terms and Conditions listed below, DU and Cooperator agree to undertake the development of the Project on the Site as follows:

A. DU AGREES TO:

1. Provide technical assistance during implementation of the Project and Tree Plan, subject to the terms and conditions of this Agreement, including Project and Tree Plan administration; Project and Tree Plan oversight; Project and Tree Plan bidding administration; various engineering services, including design and installation of water control structure, wetland scrapes and tree planting; any hiring of contractors; and construction management for the Project and Tree Plan. DU shall work in cooperation with Cooperator, MMSD and SEWRPC in performing the services outlined above. All plans, designs, and surveys, shall, at all times, remain property of DU during the Project and through the conclusion of the of the Project.

2. Obtain all necessary permits for implementation and completion of the Project and Tree Plan at the Site.

3. Attend meetings and participate in review of documents in FY 2025/2026 (October 2024-September 2026). Should the Project not commence during said year for reasons beyond the control of the parties including, but not limited to, the failure to timely obtain required permits, agreements, leases, approvals and access rights necessary for the development of the Project, the parties will commence the with the Project in a mutually acceptable time frame.

4. Serve as the recipient of the MMSD agreement funds and SOGL grant funds, make quarterly invoice applications for reimbursement under the SOGL grant, and receive funds in an amount of $288,000 to fund DU’s obligations in Section II.A.1 of this Agreement with $138,000 from the MMSD RWR agreement with DU and $150,000 from the SOGL grant. Additionally, serves as a subrecipient to the Cooperator for funds coming from a Fund for Lake Michigan Grant ($20,985). DU agrees to utilize additional MMSD RWR funds through their agreement to cover all other costs of the project up to $34,000.

B. COOPERATOR AGREES TO:

1. Obtain, at Cooperator's expense, agreements, approvals and access rights necessary for the development of the Project and Tree Plan and provide to DU, and its officers, employees, agents and the like, all reasonable access, assistance and cooperation necessary for the implementation of this Agreement.

3. Assist with site preparation and spoil disposal and to carry out required maintenance and upkeep required under the Easement granted to MMSD. See Exhibit A, Section B.

4. Additional funding or staff in-kind contributions are not included in the total funding described in this Section. These additional contributions may include, but are not limited to, site preparation needs prior to construction, permitting, procuring fencing materials and coordinating fencing repair with neighboring landowners, and re-establishing native vegetation on spoils areas, via seeding and ongoing noxious weed management.

5. To inform DU of any actions or inactions by either party to this Agreement or MMSD, SOGL, or SEWRPC which will change the required delivery or completion times stated in the Agreement.

6. Assist DU in obtaining any local permits required for the project.

7. Lead all public outreach efforts.

8. Serve as the recipient of the $20,985 Fund for Lake Michigan award. Responsible for all reporting and invoicing under these awards.

6. To release DU from all responsibility and liability for any errors or omissions that may arise due to any changes requested, reviewed and approved by Cooperator in the Site development plans after implementation of the Project and Tree Plan have begun, as well as from all responsibility and liability for any construction delays that may be due to the nonperformance of Cooperator.

C. DU AND COOPERATOR AGREE:

1. To acknowledge the contribution of each party in any oral or written communications related to the Site. Any press releases which reference this Agreement, or the relationship established between the parties, shall have prior approval of both parties to this Agreement. Additionally, the use of other parties logos, marks, and/or insignias shall have prior approval by both parties in this Agreement.

2. To conduct a final inspection of the Site prior to accepting any completed Project or Tree Plan developments. In the event the parties are unable to agree as to the acceptability of the completed Projects and Tree Plan developments, they shall select a mutually acceptable third party whose decision shall be binding.

3. That the Site will remain under the care and control of the Cooperator and that the Cooperator will be solely responsible for the Site's administration and management.

4. To mutually consider the possibility of funding any extraordinary Project repairs that might be required.

5. A. DU appoints Tally Hamilton, Region Biologist as its Project Contact with contact information as follows:

Email: thamilton@ducks.org
Phone : 608-215-7186

B. Cooperator appoints David Simpson, Director of Public Works as its Project Contact with contact information as follows:

Email: dsimpson@wauwatosa.net
Phone: (414) 831-0799

The parties may change their respective Project Contact at any time by providing written notification to the other party identifying the name of their new Project Contact. Correspondence pertaining to this Agreement shall be sent to the following addresses:

DU	Ducks Unlimited, Inc. Attn: Tally Hamilton 505 Science Dr., Suite A Madison, WI 53711
Cooperator	City of Wauwatosa Attn: David Simpson 7725 W. North Avenue Wauwatosa, WI 53213

5. That this Agreement shall become effective upon the date first listed above and thereafter it will continue in force until all obligations under this Agreement have been completed, unless this Agreement is mutually terminated or modified through written amendment by the parties at an earlier date.

6. DU may terminate this Agreement immediately upon written notice to Cooperator for any breach or default of any provision of the Agreement. Termination of this Agreement for cause shall not operate as a waiver of any breach of any party of any of its obligations hereunder, and the aggrieved party shall have the right to any remedies otherwise available to it for damages caused by such breach.

Either party may terminate this Agreement by providing thirty (30) days written notice to the other party if: (1) all or any portion of the Site is acquired by any governmental agency by means of, or under the threat of, eminent domain (a "Taking"); (2) termination is necessary or desirable for any compelling reasons of public health, safety or welfare (a "Health Reason"); or (3) Cooperator abandons the Project (an "Abandonment"). The parties also agree that if a termination should occur because of a Taking, Health Reason, Abandonment or a default by a party under the terms and conditions of this Agreement, then the Cooperator shall pay only those actual, documented costs properly incurred by DU prior to the date of termination in furtherance of its obligations under this Agreement. For the avoidance of doubt, the Cooperator shall have no obligation to reimburse DU for any anticipated profits, future costs, or expenses not yet incurred as of the date of termination. DU shall provide the Cooperator with an itemized accounting of all such costs within thirty (30) days of the termination date.

7. That any modification to this Agreement shall be in writing and signed by DU and Cooperator.

8. That if a court of competent jurisdiction holds any part of this Agreement unenforceable, the remainder of the Agreement will continue in full force and effect.

9. This Agreement shall be governed by the laws of Wisconsin.

10. That no officer, employee or agent of any party to this Agreement who has any responsibility for implementing the obligations under this Agreement may have any interest in any consultant, contractor, or vendor providing any contribution to or holding in any interest in the Project or Tree Plan pursuant to this Agreement.

11. If a dispute arises under this Agreement, the parties to this Agreement will first try to resolve the dispute with the help of a mutually acceptable mediator in Milwaukee County, Wisconsin. The parties will equally share the costs and fees associated with the mediation, except that each party will be responsible for its own attorney fees. If the dispute is not resolved within 30 days after a mediation session, any party to this Agreement may take the matter to court.

12. The parties to this Agreement will each be responsible for their own negligent acts, errors, and omissions. If litigation requires one party to this Agreement to respond for the acts, errors, or omissions of another party, the parties will hold each other harmless for any losses, damages, costs, and expenses, including but not limited to reasonable attorney fees and litigation expenses. Nothing in this Agreement is a waiver of any otherwise applicable immunity, limited immunity, or limitation on liability under Wisconsin law.

13. In no event shall this Agreement be construed as to create a partnership between DU and Cooperator, and no party to this Agreement may enter into contracts on behalf of another party to this Agreement.

14. This Agreement may be signed in one or more counterparts, each of which, taken together, constitutes one and the same document.

15. The persons signing this Agreement certify that they have the authority from the entity they represent to execute this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

DUCKS UNLIMITED, INC.	**CITY OF WAUWATOSA, WISCONSIN**
BY: ______________________	**BY:** ______________________
James A. Rader ____________	______________________
TITLE: **Director of Operation**	**TITLE:** ______________________
DATE: ______________________	**DATE:** ______________________

Exhibit A
Project Proposal

SCOPE OF WORK AND SERVICES

A. Ducks Unlimited, Inc. Services

1. Prepare preliminary design phase documents including preliminary drawings, design report and preliminary construction cost estimate for review and comments.

3. Revise preliminary design phase documents in response to review and comments.

4. Prepare final drawings, reports, specifications, and construction cost estimate.

5. Provide technical information and design data for the filing of applications for permits from or approvals of government authorities having jurisdiction to review or approve the final design of the Services. Revisit the plans in response to the reviews if necessary.

6. Advertise for and obtain bids for the wetland restoration and tree planting. Maintain records of prospective bidders to who documents have been issued. Schedule and attend pre-bid conference if necessary.

7. Conduct bid opening, prepare a tabulation of results and prepare contract documents.

8. Provide construction management services including schedule and participate in a pre-construction conference, review construction schedules, provide required construction staking and benchmarks, make up to four site visits as necessary to observe construction activity and provide confidence that completed work conforms in general to the contract documents.

9. Review and approve shop drawing submitted by the contractor.

10. Require special inspections or tests of the contractors work as deemed necessary.

11. Determine the amounts the contractor should be paid for work progress preformed.

12. Conduct a final site visit with City of Wauwatosa to determine if the completed work of the contractor is acceptable so Ducks Unlimited may recommend in writing final payment to the contractor.

13. Provide City of Wauwatosa with final as-built documents.

14. Limitations of Responsibilities: Ducks Unlimited shall not be responsible for the acts or omissions of any contractor, subcontractor or supplier, or other individuals or entities performing or furnishing any of the work, for the safety or security at the site, or for safety precautions and programs incident to contractor's work, during the construction phase or otherwise. Ducks Unlimited shall not be responsible for the failure of any contractor to perform the work in accordance with the contract documents.

ADDITIONAL SERVICES

- Elevation Survey Data
- Restoration Design- may include options if applicable
- Updates as needed or when requested by City of Wauwatosa
- Volume/disturbance calculation estimates
- Revisions of plans in discussion with City of Wauwatosa staff- plans will be sufficient for WDNR GP, County and Town permits
- Construction documents and bidding packet
- Provide a site showing for bidding
- Stake out for construction
- Provide onsite construction management
- Provide final site walkthrough with City of Wauwatosa
- Provide final as-built documents

B. City of Wauwatosa's Responsibilities

1. Provide Ducks Unlimited, Inc. with all information as to City of Wauwatosa's requirements for the Services, including design objectives and constraints, performance requirements, and budgetary limitations.

2. Furnish to Ducks Unlimited, Inc. any other available information pertinent to the Services including reports and data relative to the site.

3. Arrange for safe access to and make all provisions for Ducks Unlimited to enter upon public or private property and required to perform services under the agreement.

4. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Services designed by Ducks Unlimited, Inc. and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Services.

5. Assist DU staff with obtaining any local permits.

6. Lead all outreach efforts pre-, during and post construction.

7. Attend the pre-bid conference, pre-construction conference, construction progress and other job-related meetings, and substantial completion and final payment visits to the Services.

8. Inform Ducks Unlimited, Inc. in writing of any specific requirements of safety or security programs that are applicable to Ducks Unlimited.

9. Provide DU and MMSD with all information required to enter into the MMSD easement and or maintenance covenant.

C. Timeline

Period	Key Activities
Dec 2025 – Feb 2026	**Planning**: Project kickoff, finalize contracts, develop work plan. **Stakeholder Engagement**: Initial outreach and engagement activities.
Jan – Feb 2026	**Engineering Design – 65%**: Intermediate design phases. Partner review.
Feb – Mar 2026	**Engineering Design – 85%**: Advance design toward permit-ready status.
Mar – May 2026	**Permitting**: Submit and secure necessary permits for implementation. **Final Design**: Complete final engineering design.
Jun – Jul 2026	**Bid:** Put contract out for bid. Host site showing in coordination with partner.
Oct 2026 – Mar 2027	**Implementation**: Begin construction and site work. **Planting**: Install vegetation and trees during suitable seasonal windows.
Apr – Jul 2027	**Final Planting & Reporting**: Complete tree planting and submit final project report.

Exhibit B
National Fish and Wildlife Foundation Sustain our Great Lakes Funding Grant Agreement

NFWF	**NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT**	**1. NFWF PROPOSAL ID:** 82894	**2. NFWF GRANT ID:** 0501.24.082894
		3. UNIQUE ENTITY IDENTIFIER (UEI) FLX1BGM2V3V7	**4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS)** 12.55%

5. SUBRECIPIENT TYPE Non-profit	**6. NFWF SUBRECIPIENT** Ducks Unlimited, Inc.
7. NFWF SUBRECIPIENT CONTACT	**8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION**
Tally Hamilton Ducks Unlimited, Inc. 505 Science Drive, Suite A, Madison, WI 53711 Tel: 608-215-7186 thamilton@ducks.org	Bela Hawkins National Fish and Wildlife Foundation 1625 Eye Street, N.W. Suite 300 Washington, D.C. 20006 Tel: 202-857-0166 Bela.Hawkins@nfwf.org

9. PROJECT TITLE
Restoring Wetland and Planting Trees to Enhance Wildlife Habitat and Create Greenspace in Milwaukee (WI)

10. PROJECT DESCRIPTION
Restore wetland and plant native trees at seven locations across the Milwaukee area to reduce flooding impacts and capture and filter stormwater to improve water quality. Project will plant 535 trees, add 22.5 million gallons of stormwater storage, and restore 64 acres of wetlands, 7 acres of floodplain, 35 acres of upland, and a half mile of river to enhance wildlife habitat and create new community greenspace.

11. PERIOD OF PERFORMANCE	**12. TOTAL AWARD TO SUBRECIPIENT**	**13. TOTAL FED. FUNDS**	**14. TOTAL NON-FED. FUNDS**
October 1, 2024 to December 31, 2026	$801,421.37	$721, 421.37	$80,000

15. FEDERAL MATCH REQUIREMENT	**16. NON-FEDERAL MATCH REQUIREMENT**
N/A	$940,000

17. SUBRECIPIENT INDIRECT COST RATE TERMS

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

18. TABLE OF CONTENTS

19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL							
A. FUNDING SOURCE (FS)	**B. NFWF FS ID**	**C. FS AWARD DATE TO NFWF**	**D. FAIN**	**E. TOT FED. AWARD TO NFWF**	**F. TOT OBLG. TO SUBRECIPIENT**	**G. FS END DATE**	**H. CFDA**
U.S. Fish and Wildlife Service	FC.R583	08/25/2023	F23AC03024	$15,031,566.02	$721,421.37	09/30/2027	15.662
Caerus Foundation, Inc.	TR.A466	N/A	N/A	N/A	$80,000.00	N/A	N/A

20. NOTICE OF AWARD

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

A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (*Type or Print*) Jamie Rader Director of Operations	**D. NAME AND TITLE OF NFWF AWARDING OFFICIAL** Holly A. Bamford, PhD, Chief Conservation Officer

B. SUBRECIPIENT **BY** Signed by: James A Rader 8BFB01B68E6E474...	**C. DATE** 3/3/2025	**E. NATIONAL FISH AND WILDLIFE FOUNDATION** **BY**	**F. DATE** 3/12/2025

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

See Reporting Schedule on the following page.

21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE

Reporting Task	Task Due Date
Interim Programmatic Report	October 1, 2025
Annual Financial Report	October 1, 2025
Interim Programmatic Report	October 1, 2026
Annual Financial Report	October 1, 2026
Final Programmatic Report	February 28, 2027
Final Financial Report	February 28, 2027

SECTION 1 NFWF AGREEMENT ADMINISTRATION

1.1. Amendments.

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

1.1.1. Budget Amendment Request.

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

1.1.2. Extension of Performance Period.

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

1.2. Matching Contributions.

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

1.2.1. Documentation and Reporting of Matching Contributions.

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

1.2.2. Assessing Fair Market Value.

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

1.3. Payment of Funds.

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

1.3.1. Reimbursements.

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

1.3.2. Advances.

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

1.3.3. Interest.

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

1.4. Reports.

1.4.1. Interim Programmatic Reports.

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

1.4.2. Interim Financial Reports.

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

1.4.3. Annual Financial Report.

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

1.4.4. Final Reports.

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

1.4.4.1. Photographs.

NFWF requests, as appropriate for the Project, a representative number of high-resolution (minimum 300 dpi) photographs depicting the Project (before-and-after images, images of species impacted, and/or images of staff/volunteers working on the Project). Photographs should be uploaded with the Final Programmatic Report via NFWF's grants management system as individual .jpg files. The Final Programmatic Report narrative should list each photograph, the date the photograph was taken, the location of the photographed image, caption, photo credit, and any other pertinent information (e.g., species, activity conducted)describing what the photograph is depicting. By uploading photographs to NFWF's grants management system the NFWF Subrecipient certifies that the photographs are unencumbered and that NFWF and Project Funders have a fully paid up non-exclusive, royalty-free, irrevocable, perpetual, worldwide license for posting of Final Reports and for any other purposes that NFWF or the Project Funder determines appropriate.

1.4.4.2. Spatial Data.

The NFWF Subrecipient will submit accurate spatial data with the final report at a resolution that allows NFWF to know exactly where individual on-the-ground project activities occurred. Accurate spatial data are defined as polygon(s) depicting the exact location and boundaries of each on-the-ground conservation practice implemented within the Period of Performance. For projects where the location of activities has changed or was only known approximately at the full proposal stage, grantees will update the spatial data given with the exact location of activities. Updates to spatial data depicting project activities will be submitted through NFWF's online mapping tool. The polygon(s) name(s) shall include the conservation actions that have been completed within that project area. NFWF retains the right to use the spatial data in order to perform spatial analyses and depict the generalized project location on public maps.

1.4.4.3. Monitoring and Other Project Data.

Upon request by NFWF, the NFWF Subrecipient will provide to NFWF raw and/or summary data collected or analyzed as part of the project, for NFWF's use in analyses of program outcomes. The Subrecipient will submit these data, either when available or at project completion, through a cloud-based data sharing platform or another agreed-upon mechanism.

1.4.5. Significant Developments.

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

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

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

1.5. Reports and Payment Requests.

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

1.6. Record Retention and Access.

1.6.1. Retention Requirements for Records.

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

1.6.2. Access to Records.

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

SECTION 2 NFWF AGREEMENT CLAUSES

2.1. Restrictions on Use of Funds.

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

2.2. Assignment.

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

2.3. Subawards and Contracts.

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

2.4. Unexpended Funds.

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

2.5. Publicity, Acknowledgment of Support, and Disclaimers.

2.5.1. Publicity.

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

2.5.2. Acknowledgment of Support.

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

2.5.3. Logo Use.

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

2.5.4. Disclaimers.

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

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

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

2.6. Posting of Final Reports.

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

2.7. Website Links.

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

2.8. Evaluation.

Throughout a program or business plan, NFWF engages in monitoring and evaluation to assess progress toward conservation goals and inform future decision-making. These efforts use both data collected by grantees as part of their NFWF grant as well as post-award project data collected by third-party entities commissioned to conduct a program evaluation. The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information to assist in evaluating the accomplishments of the Project period of five (5) years after the project end date.

2.9. Intellectual Property.

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

2.10. System for Award Management (SAM) Registration.

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

2.11. Arbitration.

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

2.12. Indemnity.

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

2.13. Insurance.

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

2.14. Choice of Law/Jurisdiction.

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

2.15. Stop Work.

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

2.16. Termination.

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

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

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

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

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

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

2.16.1.6. after written notice and a reasonable opportunity, the NFWF Subrecipient is unable to cure a perceived non-compliance with any material term (other than those enumerated at 2.16.1.1 – 2.16.1.5) of this Agreement. The cure period shall be considered the timeframe specified by the Funding Source(s), if any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Funding Source(s), ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Agreement; or,

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

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

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

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

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

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

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

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

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

2.17. Entire Agreement.

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

2.18. Severability.

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

2.19. Interpretation and Construction.

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

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

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

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

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

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

3.1. Binding Obligation.

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

3.2. Additional Support.

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

3.3. Compliance with Laws.

3.3.1. In General.

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

3.3.2. Compliance with Anti-Corruption Laws.

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

3.3.3. Compliance with Anti-Terrorism Laws.

The NFWF Subrecipient represents, certifies and agrees not to provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at www.treas.gov/offices/enforcement/ofac; (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml; (3) on the consolidated list maintained by the U.S. Department of Commerce at http://export.gov/ecr/eg_main_023148.asp, or (4) on such other list as NFWF may identify from time to time.

3.3.4. Compliance with Additional Laws and Restrictions.

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

3.4. Subrecipient Debarment and Suspensions.

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

3.5. Conflicts of Interest.

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

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

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

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

4.2. 2 CFR § 200 Subpart F Audits.

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

4.3. Real and Personal Property.

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

4.4. Mandatory Disclosure.

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

4.5. Trafficking in Persons.

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subawards and contracts, including a requirement that Subrecipients similarly flow down these provisions in all lower-tiered subawards and subcontracts. The provision is cited herein:

I. Trafficking in persons.

a. *Provisions applicable to a recipient that is a private entity*.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
   i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
   ii. Procure a commercial sex act during the period of time that the award is in effect; or
   iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
   i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
   ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
      A. Associated with performance under this award; or
      B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".

b. *Provision applicable to a recipient other than a private entity*. We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
   i. Associated with performance under this award; or
   ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".

c. *Provisions applicable to any recipient*.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
   i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
   ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

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

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

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

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

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

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

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

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

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

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

4.9. 43 CFR §18 New Restrictions on Lobbying.

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

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

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

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

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

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

4.11. Drug-Free Workplace.

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

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

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

4.13. Domestic Preference for Procurements.

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

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

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

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

FC.R583 – Grant Terms

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

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

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

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

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

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

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

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

Waivers

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

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

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

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

Waiver Submission Instructions

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

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

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

Waiver Review Process

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

Definitions

Construction materials includes an article, material, or supply that is or consists primarily of:

- non-ferrous metals,
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables),
- glass (including optic glass),
- lumber, or
- drywall.

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

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

Infrastructure includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

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

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

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

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

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

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

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

(1) The scientific data relied upon;

(2) The analysis relied upon; and

(3) The methodology, including models, used to gather and analyze data.

SECTION 6 OTHER REPRESENTATIONS, CERTIFICATIONS, STATEMENTS AND CLAUSES

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

None.

Exhibit C
Milwaukee Metropolitan and Ducks Unlimited Cost Share Table

Table 3. Project & Funding Details for DU Committed Projects

	Year	DU Original Contract Funds	Leveraged Funds (Grants)	Grant Source	MMSD SOGL Match Funds	Acres/ Trees
Puetz Rd	2023	$0	$197,000	Various	$0	19/0
Mauthe Lake	2023	$0	$34,615	Various	$0	10/0
Beaver Pond	2024-25	$35,000	$35,000	SOGL	$0	10/105
Prairie Pothole	2024-25	$110,000	$175,000	SOGL	$0	35/TBD
Watertower Park	2025-26	$0	$280,000	SOGL/other	$140,000	10/200
Turtle Creek	2025-26	$190,000	$757,000	SOGL/other	$0	
Riveredge	2025-26	$0	$80,000	SOGL	$40,000	8/100
Glendale	2025-26	$0	$35,000	SOGL	$25,000	0/100
Arboretums	2025-26	$0	$3,000	SOGL	$0	0/138
Firefly Grove	2025-26	TBD	$38,000	SOGL/USFS	TBD	3/TBD
DU Staff time		$65,000	$29,640	SOGL	$0	
TOTALS		**$400,000**	**$1,664,255**		**$205,000**	**95/643**

Exhibit D
Draft Wetland Design

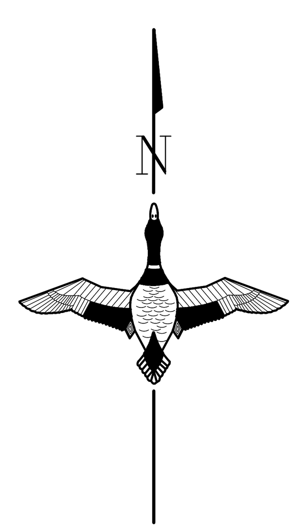
WAUWATOSA DPW

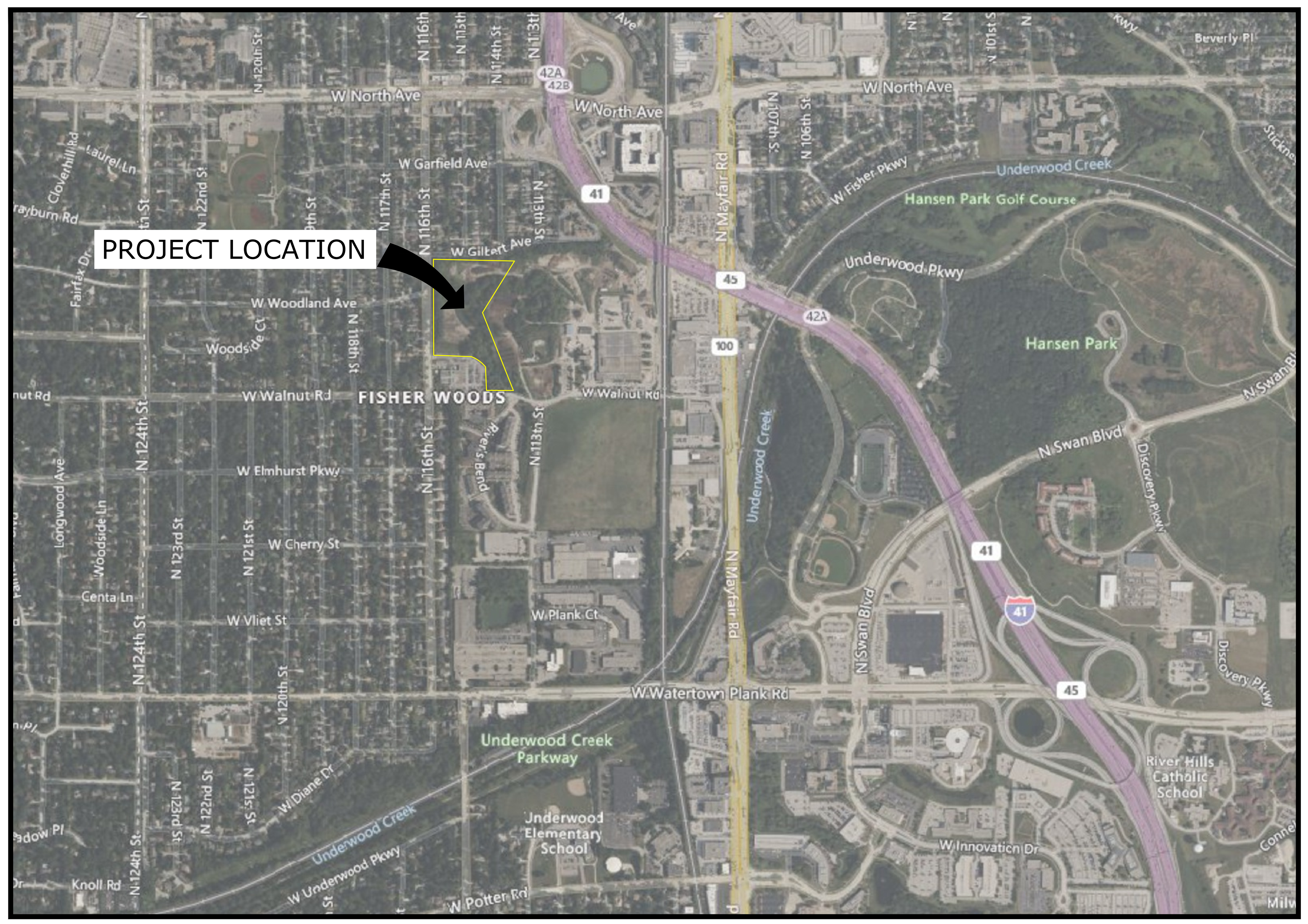
WAUWATOSA
TOWNSHIP 7 N, RANGE 21 E, SECTION 19
MILWAUKEE COUNTY, WI

IN COOPERATION WITH

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

WISCONSIN





PROJECT LOCATION MAP

SCALE: NOT TO SCALE

Sheet List Table	
Sheet Number	Sheet Title
C001	COVER
C002	SPECS & NOTES
C051	TOPO
C101	SITE PLAN
C201	WATER CONTROL STR DETAILS 1
C202	WATER CONTROL STR DETAILS 2

811 Know what's below. Call before you dig.

GREAT LAKES/ATLANTIC REGIONAL OFFICE
7322 NEWMAN BOULEVARD, BUILDING 2, STE. 200
DEXTER, MICHIGAN 48130
(734) 623-2000
www.ducks.org

AFFIX SEAL: DUCKS UNLIMITED, INC.

ON:

COVER
WAUWATOSA DPW
WAUWATOSA
MILWAUKEE COUNTY, WI

Revision	Sheet	Revisions	Date	By

CAD FILE: WI-410-103_Cover

DESIGNED BY: BE

DRAWN BY: BM

SURVEYED BY: BT, BM

BIOLOGIST: TH

DATE: 3/3/2026

PROJECT NUMBER: US-WI-410-103

C001

NOT FOR CONSTRUCTION

C:\Users\bmonty\Ducks Unlimited Incorporated\Wisconsin Engineering - Documents\GLARO C3D Projects\WI-410-103 Wauwatosa DPW\C3D_DRAWING\WI-410-103_Cover.dwg, 3/3/2026 3:06 PM, Benjamin Monty, Cover, None

ESTIMATED BID QUANTITIES					
BID ITEM	NOTE	SPEC #	DESCRIPTION	UNIT	QUANTITY
1	1	201	MOBILIZATION	LS	1
2	2	202	SITE PREPARATION	LS	1
3	3	202	OBSTRUCTION REMOVAL	AC-P	1.5
4	4	203	EXCAVATION (SLOPE RESHAPING)	CY-P	1750
5	5	301, 302	WATER CONTROL STRUCTURE & APPURTENANCES	LS	1
6	6	303	36" ALUMINUM CMP	LF	120
7	7	305	RIPRAP D50 6"	TN	30
8	8	311	REMOVAL OF EXISTING CULVERTS	EA	3
9	9	402	SEEDING AND MULCHING	AC-P	1.5

NOTE: ALL EARTHWORK QUANTITIES ARE BASED ON NEAT LINES AND GRADES OF CAD FILES AND ARE BASED ON A 1.3 FILL FACTOR. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADJUST THE BID PRICE DEPENDING ON THEIR OWN ADJUSTMENT FACTORS.

BID ITEM NOTES:

1. BID ITEM FOR MOBILIZATION SHALL INCLUDE THE SUPPLY OF ALL LABOR, MATERIAL AND EQUIPMENT TO TRANSPORT ALL NEEDED LABOR, MATERIAL AND EQUIPMENT, TO AND FROM A PROJECT SITE, TO SUCCESSFULLY COMPLETE THAT PROJECT AS SHOWN ON THE PLANS.
2. THE PAY QUANTITY FOR THE SITE PREPARATION BID ITEM SHALL INCLUDE STRIPPING BENEATH EMBANKMENT AREA, STOCKPILING TOPSOIL FOR REPLACEMENT, PLACING TOPSOIL OVER ALL DISTURBED AREAS, AND LEVELED SUITABLE ENOUGH FOR SEEDING.
3. BID ITEM FOR OBSTRUCTION REMOVAL INCLUDES CLEARING OF TREES/BRUSH FOR EARTHWORK PREPARATION. *SEE SHEET C051
4. BID ITEM FOR EXCAVATION INCLUDES EXCAVATION OF THE PROPOSED SLOPES AND POOL AREAS. ALL EXCAVATION WILL BE PERFORMED IN ACCORDANCE TO CONSTRUCTION SPECIFICATION 203.
5. BID ITEM FOR WATER CONTROL STRUCTURE SHALL INCLUDE PURCHASE AND INSTALLATION OF WATER CONTROL STRUCTURE AND APPURTENANCES SPECIFIED ON SHEETS C201, C202.
6. BID ITEM FOR 36" ALUMINUM CMP SHALL INCLUDE PURCHASE AND INSTALLATION OF 36" DIAMETER PIPE FOR WATER CONTROL STRUCTURE INLET AND OUTLET AND CULVERT REPLACEMENTS.
7. BID ITEM FOR RIP-RAP D50 6" IS FOR THE ROCK PLACED UPSTREAM AND DOWNSTREAM OF WCS AND CULVERT INLETS AND OUTLETS. NON-WOVEN GEOTEXTILE IS REQUIRED BENEATH ALL ROCK/RIP-RAP AND SHALL BE SECURED TO SLOPES AND BOTTOM, USING PINS AS NOTED IN SPECIFICATION 305. QUANTITY IS BASED ON TONS. CONTRACTOR SHALL PROVIDE SCALE TICKETS WITH WEIGHTS INCLUDING TARE WEIGHTS, GROSS WEIGHTS, AND NET WEIGHTS OF MATERIAL DELIVERED.
8. BID ITEM FOR REMOVAL OF EXISTING CULVERTS INCLUDES REMOVAL AND DISPOSING OF PROPERLY OFF SITE.
9. BID ITEM FOR SEEDING AND MULCHING INCLUDES SEEDING ALL DISTURBED AREAS AS PER THE SEED MIX LISTED BELOW AND MULCHING ALL DISTURBED AREAS IMMEDIATELY AFTER COMPLETION OF CONSTRUCTION.
10. DEWATERING AND WATER MAINTENANCE IS THE CONTRACTOR'S RESPONSIBILITY, AND IS CONSIDERED INCIDENTAL TO THE PROJECT.

SPECIFICATIONS

101 GENERAL CONDITIONS
102 SUPPLEMENTAL CONDITIONS
201 MOBILIZATION
202 SITE PREPARATION
203 EXCAVATION
301 WATER CONTROL STRUCTURES
302 STRUCTURE AND CULVERT APPURTENANCES
303 CULVERT AND PIPE INSTALLATION
305 RIPRAP, REVETMENT AND AGGREGATE PLACEMENT
311 REMOVAL OF EXISTING EULVERTS AND STRUCTURES
402 SEEDING AND MULCHING

CONSTRUCTION NOTES

1. ALL UNDERGROUND HAZARDS AND UTILITIES MUST BE INVESTIGATED PRIOR TO CONSTRUCTION. NOTIFICATION OF EFFECTED UTILITY COMPANIES IS THE RESPONSIBILITY OF THE CONTRACTOR. CONTACT DIGGERS HOTLINE AT LEAST THREE DAYS PRIOR TO START OF CONSTRUCTION.
2. A PRE-CONSTRUCTION MEETING SHALL BE SCHEDULED WITH DU PERSONNEL, THE CONTRACTOR, AND THE LANDOWNER PRIOR TO CONSTRUCTION START UP. THE CONTRACTOR SHALL NOTIFY DU AT LEAST 3 DAYS PRIOR TO START OF CONSTRUCTION.
3. THE CONTRACTOR IS RESPONSIBLE FOR RESTORING ALL ACCESS ROADS AND STAGING AREAS TO PRE-CONSTRUCTION CONDITIONS AFTER CONSTRUCTION IS COMPLETED. ALL TRAFFIC LEAVING THE SITE SHALL BE FREE OF LOOSE MUD AND/OR DEBRIS. ANY MUD DEPOSITED ON THE ROAD WILL BE REMOVED AND DEPOSITED BACK ON SITE IMMEDIATELY.
4. WET CONDITIONS MAY PERSIST AT THE TIME OF CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OPERATE EQUIPMENT APPROPRIATE FOR THESE CONDITIONS.

SEEDING DATES — SOUTH

TIME PERIOD	DATES			TYPE OF SEEDING
Spring	April 1	through	May 15	Permanent
Summer	May 16	through		Temporary *
Late Summer	August 7	through	August 29	Permanent
Fall	August 30	through		Temporary *
Late Fall	November 1	through	Snow Cover	Dormant
Winter	Snow Cover	through	March 31	Not Allowed

MATERIALS

If no soil test is available, apply a minimum of 150 pounds of 20-10-10 fertilizer per acre. This is equivalent to 30 pounds nitrogen (N), 15 pounds phosphate (P205), and 15 pounds potash (K2O) per acre. Apply two tons / acre of 80-89 lime or equivalent. (See page 2 for equivalent)

* Seed a temporary cover crop of Winter Cereal Rye at 112 # /ac (2 bu/ac)
A permanent seeding shall be completed during the next acceptable time period following a temporary seeding.

MINIMUM PURE LIVE SEED (PLS) [1] RATE PER ACRE AND TOTAL POUNDS OF SEED NEEDED

SEEDING MIX 17 (DESIGN)	LOCATION: / ACRES:	dist / 1.50
SPECIES	RATE	POUNDS
Redtop	2.0	3.0
Timothy	6.0	9.0
Red Clover	10.0	15.0
** Winter Cereal Rye	112.0	168

SEEDING MIX (AS-BUILT)	LOCATION / ACRES	
SPECIES	RATE	POUNDS

1 PLS lbs. = (total % Germination / 100 * % Purity / 100) * Net Weight (lbs.)

ADDITIONAL SEED PERCENT: 100 %
Mulching Required Yes
WARNING, TOO HIGH
MAXIMUM ADDITIONAL SEED = 25%

** Companion Crop

Total % Germination may also be termed *Total %* Viable Seed on a tag. If a tag only shows % Germination, the user must *include percentage of the seed that germinated during the lab test* (% Germination) **plus** the *percentage of hard and/or dormant seed.* Hard seed and dormant seed are seeds that are still capable of germinating and producing a plant but did not germinate under the conditions of the test in the lab.

Additional native seeds may be required by permitting agencies. These addition are allowed.
Seed mixture shall meet all requirements of the WI weed laws.
Species identified as restricted or prohibited by law shall not be planted.
Certified seed shall be used, and the seeding rates will be based on pure live seed.
For dormant seedings, increase the seeds per square foot by 15%.

SEEDBED PREPARATION

Seedbed preparation shall immediately follow construction activities.
Prepare a fine, firm seedbed to a minimum depth of three inches. A seedbed is considered firm when a footprint penetrates less than 1/4 inch deep.

SEEDING

Inoculate legumes with the specific inoculum for the species in accordance with the manufacturer's recommendations. When using a hydroseeder, five times the recommended rate of inoculant shall be added to the hydroseeder. Inoculant shall not be mixed with liquid fertilizer.

Seed may be broadcast or drilled as appropriate to the site.
Seed, fertilize, and lime as soon as possible after construction.
Seeding perpendicular to direction of flow is required to limit erosion.

Seed grasses and legumes no more than 1/4 inch deep.

Consider seeding at a lower rate and making 2 passes to ensure more uniform distribution.

TEMPORARY SEEDING OPTIONS

Select one of the following species for temporary cover if:

1) The required seeds or plant stock are not available or the normal permanent seeding period for the species has passed
   - Forage Sorghum - 1/2 bushel per acre (May 15-July 15)
   - Sorghum - Sudangrass Hybrid - 1 bushel per acre (May 15-July 15)
   - Sudangrass - 1 bushel per acre (May 15-July 15)
   - Winter Wheat - 2 bushels per acre (Aug 1-Oct 1)
   - Winter Cereal Rye - 2 bushels per acre (Aug 1-Oct 15)
   - Oats - 2 bushels per acre (Apr 1-Sept 1)
   - Annual Ryegrass - 20 Pounds per acre (Apr 1-Sept 1)

2) Triazine herbicide carryover will not allow establishment of permanent cover immediately.
   - Forage Sorghum - 1/2 Bushel per acre (May 15-July 15)
   - Sorghum - Sudangrass Hybrid - 1 Bushel per acre (May 15-July 15)
   - Sudangrass - 1 Bushel per acre (May 15-July 15)

DORMANT SEEDING

Seed is broadcast and incorporated, no-tilled, or drilled into the seedbed .
Seedbed preparations and conditions are similar to conventional seeding.

MULCHING

Mulching shall be done immediately after seedbed preparation and seeding.
Mulch shall be applied immediately after final grading for areas seeded at a later date.
Mulch material shall be relatively free of disease, pesticides, chemicals, noxious weed seeds, and other pests and pathogens.

Spread straw and hay mulch uniformly and at the rate of 1.5-2.0 tons per acre (60-70 bales). This application results in a layer of 6 to 7 stems, 1 to 2 inches thick, and provides a minimum 70% ground cover. Some soil surface can be seen after the application. Crimping (disking), wood cellulose fiber, tackifiers, netting, pinning, or other acceptable methods of anchoring will be used if needed to hold the mulch in place.

If other mulch materials are used, the rate of application shall meet the manufacturer's recommendations.
Two (2) tons/ac of 80-89 lime or equivalent from UW-EXT A3671

Lime Quality	Tons / AC.	Lime Quality	Tons / AC.
40-49	3.9	70-79	2.3
50-59	3.2	90-99	1.9
60-69	2.7	100+	1.6

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SPECS & NOTES
WAUWATOSA DPW
WAUWATOSA
MILWAUKEE COUNTY, WI

Revision	Sheet	Revisions	Date	By

CAD FILE: WI-410-103_Cover
DESIGNED BY: BE
DRAWN BY: BM
SURVEYED BY: BT, BM
BIOLOGIST: TH
DATE: 3/3/2026
PROJECT NUMBER: US-WI-410-103

C002

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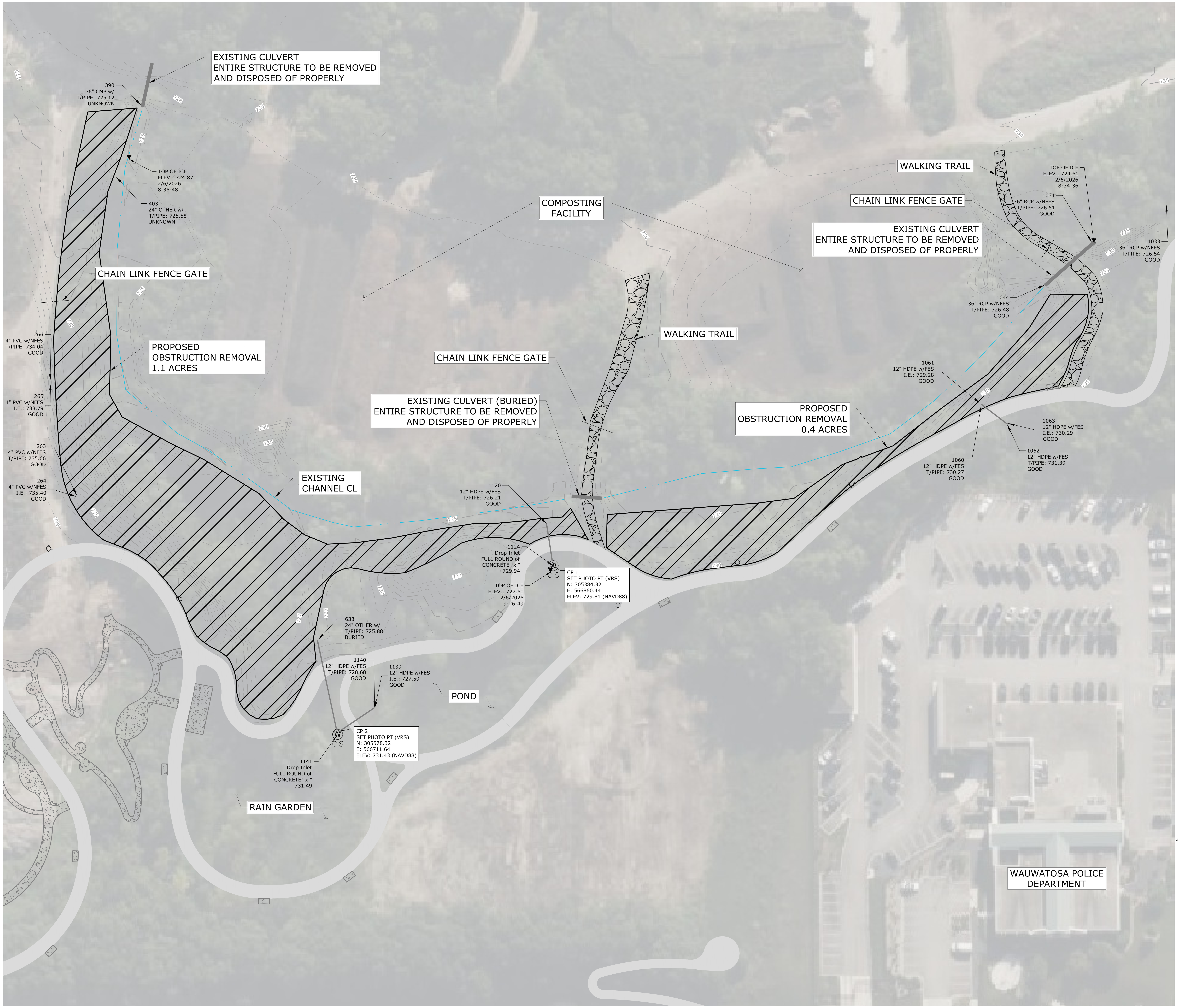

LEGEND

- MAJOR CONTOUR
- MINOR CONTOUR
- CHAIN LINK FENCE GATE
- CHANNEL CL
- OBSTRUCTION REMOVAL
- EXISTING GRAVEL
- EXISTING ASPHALT
- EXISTING CONCRETE
- WATER CONTROL STRUCTURE
- LIGHT POLE
- EXISTING CULVERT

FEBRUARY 6, 2026
US-WI-410-103 WAUWATOSA DPW

HORIZONTAL CONTROL
Coordinates are NAD 83 (CORS 2011), WISCONSIN COUNTY COORDINATE SYSTEM (WISCRS) and units of measurement are in U.S. Survey Feet. Raw data was collected for 3 hours on February 6, 2026 using a Trimble R980 GPS receiver. Coordinates are established from Wisconsin VRS.

VERTICAL CONTROL
Elevations established from Wisconsin VRS in NAVD 88 and observed using Wisconsin Geoid 18 Fixed (G18-WI.GGF)

ONSITE CONTROL, HORIZONTAL AND VERTICAL

Control Point 1 - Photo PT
N: 305384.32
E: 566860.44
Z: 729.81

CONTROL POINT 2 - Photo PT
N: 305578.32
E: 566711.64
Z: 731.43

CONTROL POINT DATA

POINT #	ELEVATION	NORTH	EAST	DESCRIPTION
1	729.81	305384.32	566860.44	PHOTO PT
2	731.43	305578.32	566711.64	PHOTO PT

N

GRAPHIC SCALE
40 0 20 40 80 160
1 inch = 40 feet

Know what's **below.**
Call before you dig.

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MILWAUKEE COUNTY, WI

Revision	Sheet	Revisions	Date	By
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CAD FILE:
WI-410-103_Topo
DESIGNED BY: BE
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BIOLOGIST: TH
DATE:
3/3/2026
PROJECT NUMBER:
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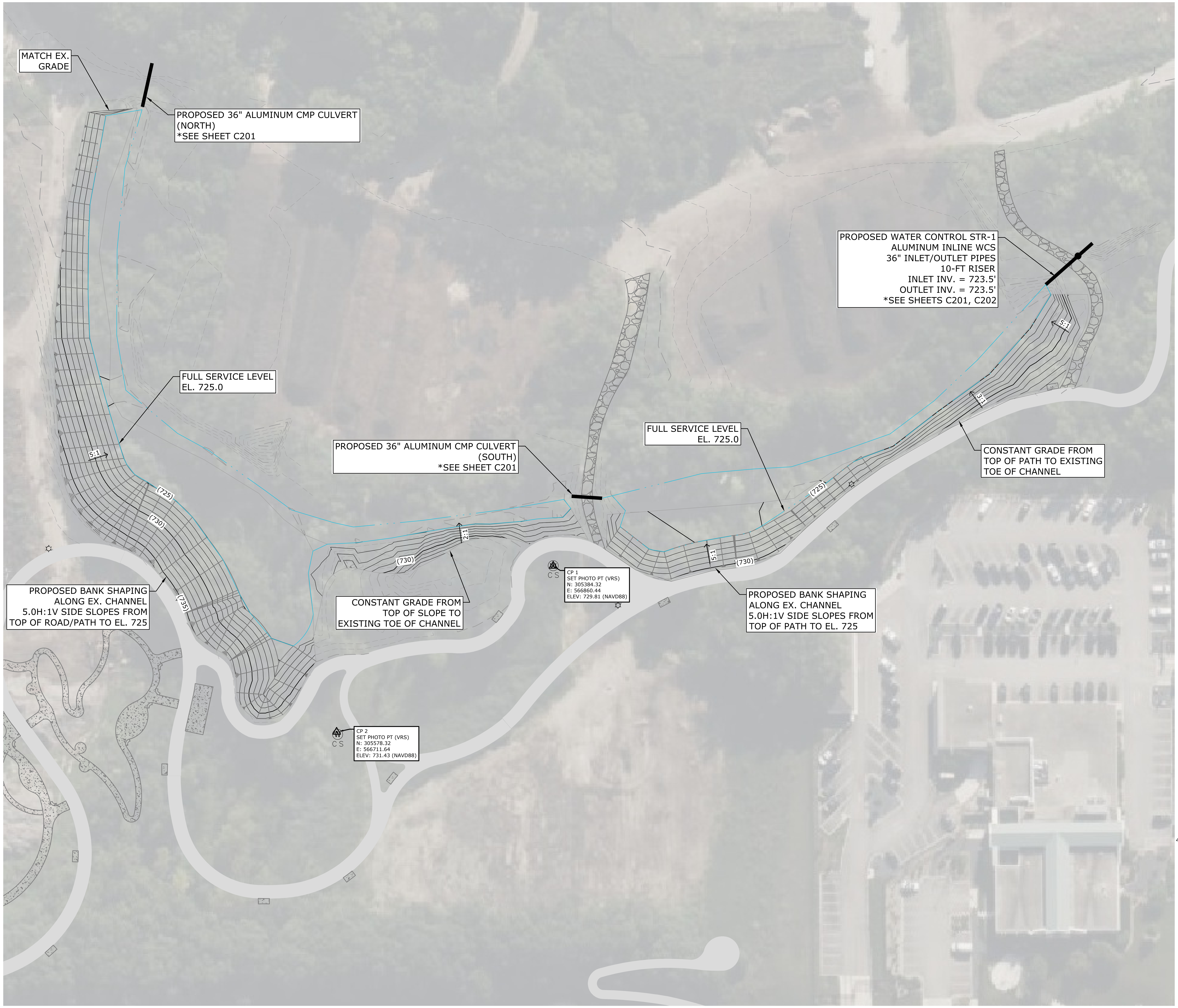

LEGEND

(000)	PROPOSED MAJOR CONTOUR
(000)	PROPOSED MINOR CONTOUR
	PROPOSED CULVERT
	PROPOSED CUT SLOPE
	PROPOSED WATER CONTROL STRUCTURE

N

GRAPHIC SCALE

40 0 20 40 80 160

1 inch = 40 feet

Know what's below. Call before you dig.

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SITE PLAN
WAUWATOSA DPW
WAUWATOSA
MILWAUKEE COUNTY, WI

Revision	Sheet	Revisions	Date	By
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-	-	-	-	-
-	-	-	-	-
-	-	-	-	-
-	-	-	-	-

CAD FILE: WI-410-103_Site Plan
DESIGNED BY: BE
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BIOLOGIST: TH
DATE: 3/3/2026
PROJECT NUMBER: US-WI-410-103

C101

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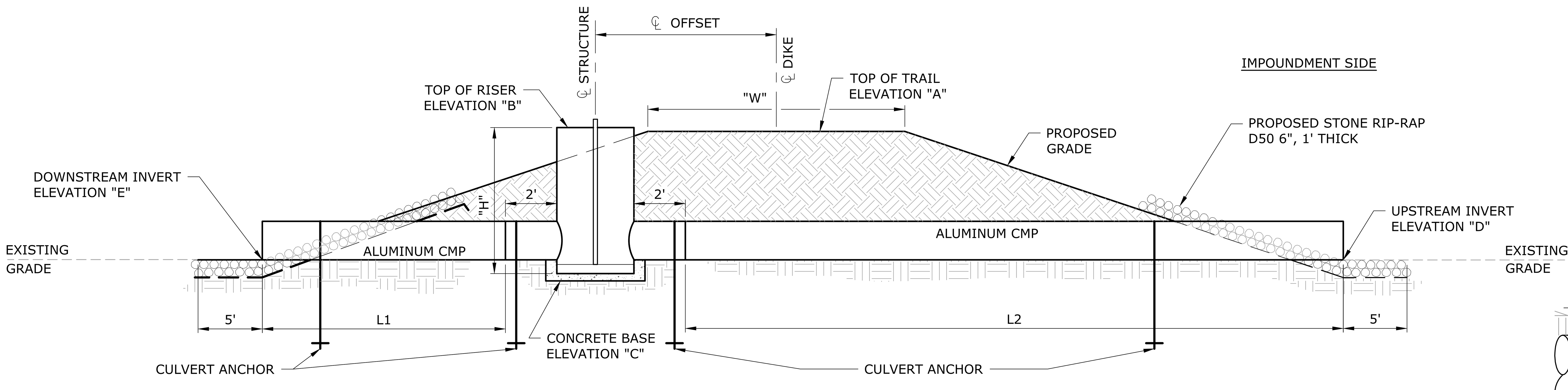
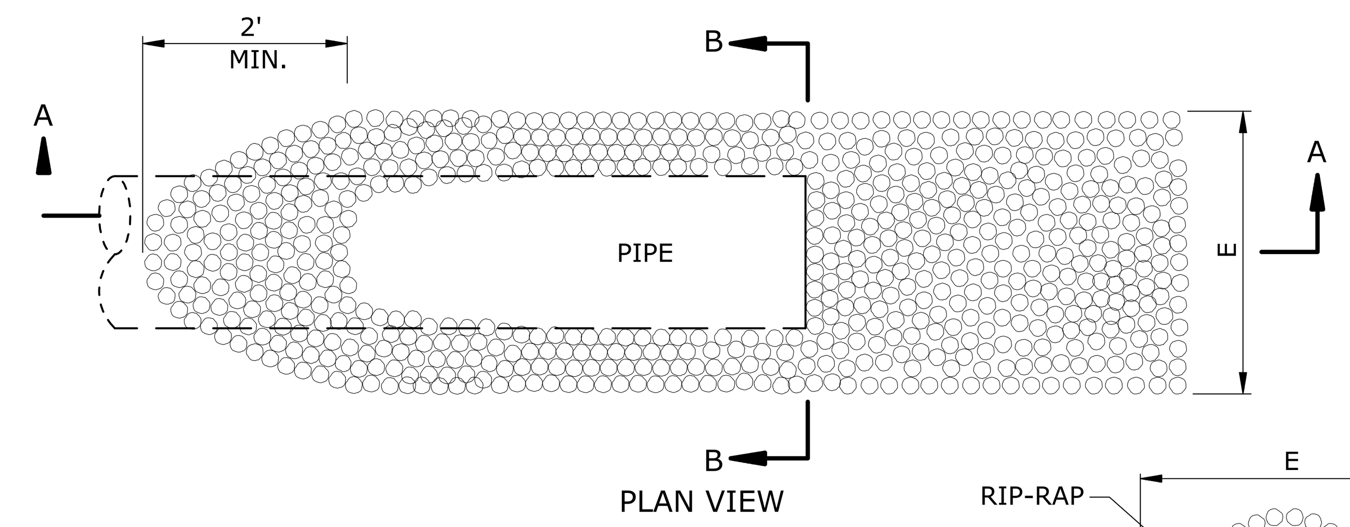


PROFILE OF ALUMINUM CMP WATER CONTROL STRUCTURE

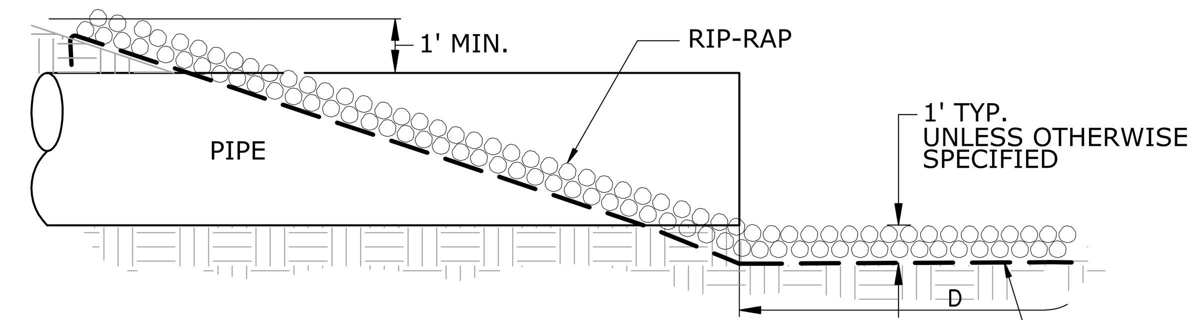
NOT TO SCALE

STRUCTURE	PIPE		RISER		TOP OF TRAIL EL. "A"	TOP OF RISER EL. "B"	FULL SERVICE LEVEL	CONCRETE BASE EL "C"	INLET I.E. EL. "D"	OUTLET I.E. EL. "E"	TOP WIDTH "W"	OUTLET LENGTH "L1"	INLET LENGTH "L2"	℄ - ℄ OFFSET	RISER HEIGHT "H"
	SIZE	GA.	SIZE	GA.											
STR-1	36"	14	48"	12	732'	733.5'	725'	722.5'	723.5'	723.5'	10'	14'	36'	7'	10'

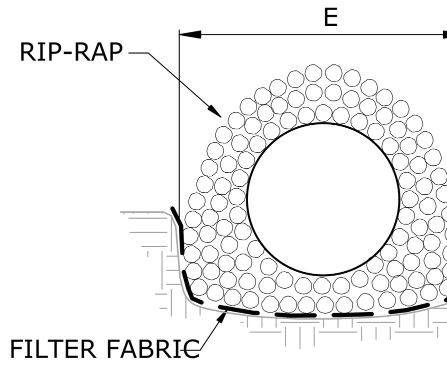
NOTES:
1. PROPOSED STR-1 WILL REPLACE EXISTING CULVERT.
2. CULVERT ANCHORS WILL BE INSTALLED WHERE INLET AND OUTLET PIPES CONNECT TO RISER, AND WHERE PIPES INTERSECT EMBANKMENT SLOPE.
3. INLETS AND OUTLETS SHALL BE LINED WITH D50 6" ROCK RIP RAP. SEE DETAILS.



PLAN VIEW



SECTION A-A



SECTION B-B

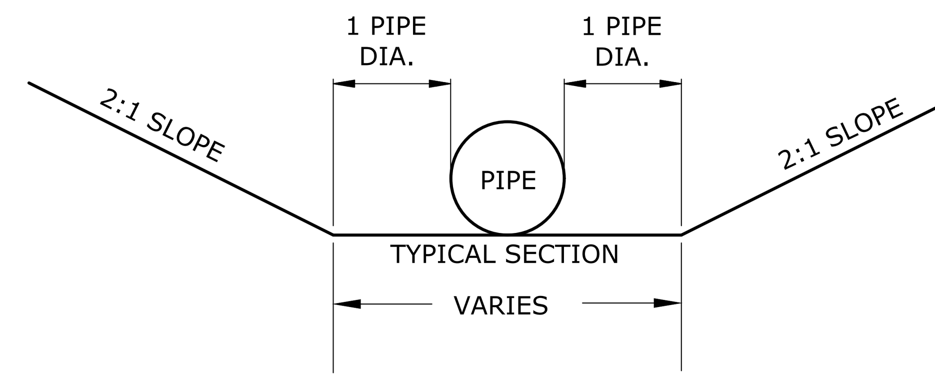
D50 6" ROCK			
PIPE DIA.	D	E	Sq.Yds.
12"	5'	4'	4.2
15"	5'	4.25'	4.6
18"	5'	4.5'	5.1
21"	5.5'	5.75'	7.3
24"	6'	6'	8.1
27"	6.5'	6.25'	9.1
30"	7'	6.5'	10
36"	8'	7'	12
42"	9'	7.5'	14.1
48"	10'	8'	16.3
54"	12'	8.5'	19.5
60"	12.5'	9'	21.5

NOTES:
1. D50 6" ROCK RIP RAP SHALL BE UTILIZED AT INLETS AND OUTLETS.
2. NON-WOVEN GEOTEXTILE SHALL BE UTILIZED IN THE INSTALLATION OF RIP-RAP.

GRADATION OF ROCK RIP-RAP (WCS INLET/OUTLET)	
PERCENT PASSING BY WEIGHT	SIZE (INCHES)
100	12
60-85	9
25-50	6
5-20	3
0-5	1
TOTAL TN	5

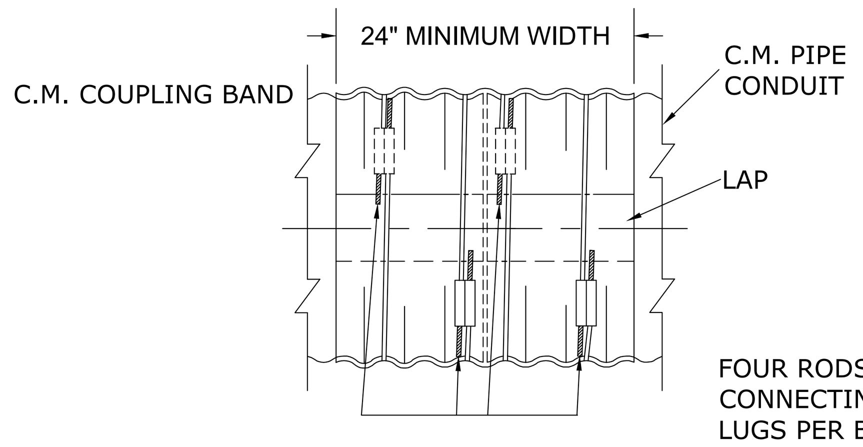
OUTLET AND STONE RIP-RAP DETAIL

NOT TO SCALE

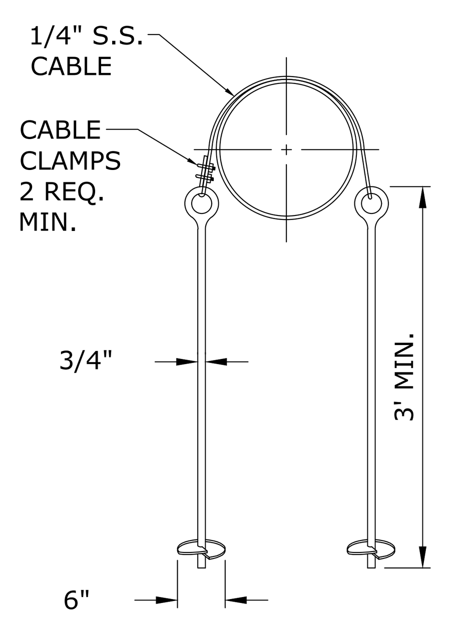


PIPE INSTALLATION & REMOVAL DETAIL

NOT TO SCALE



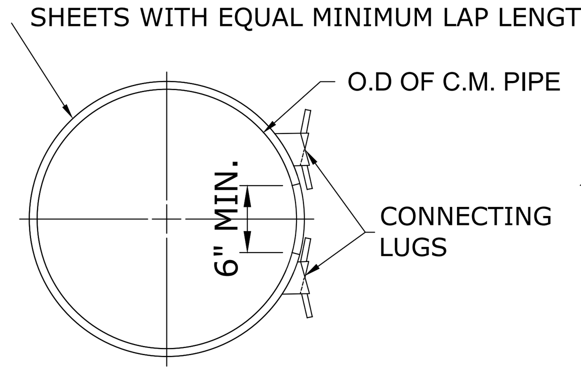
COUPLING BAND DETAIL



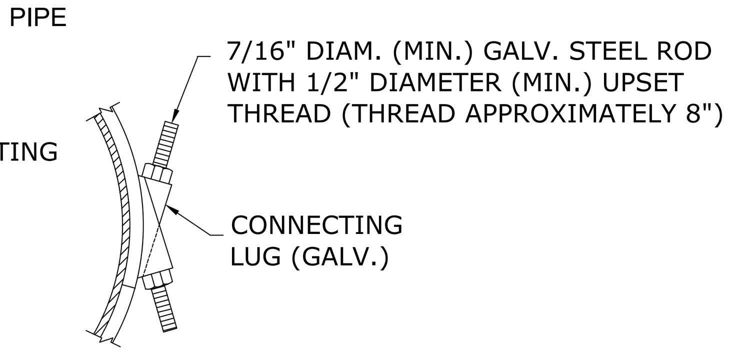
CULVERT ANCHOR

NOT TO SCALE

CORRUGATED METAL COUPLING BAND TO BE FABRICATED FROM ONE SHEET OR TWO SHEETS WITH EQUAL MINIMUM LAP LENGTHS.



TYPICAL BAND CROSS SECTION

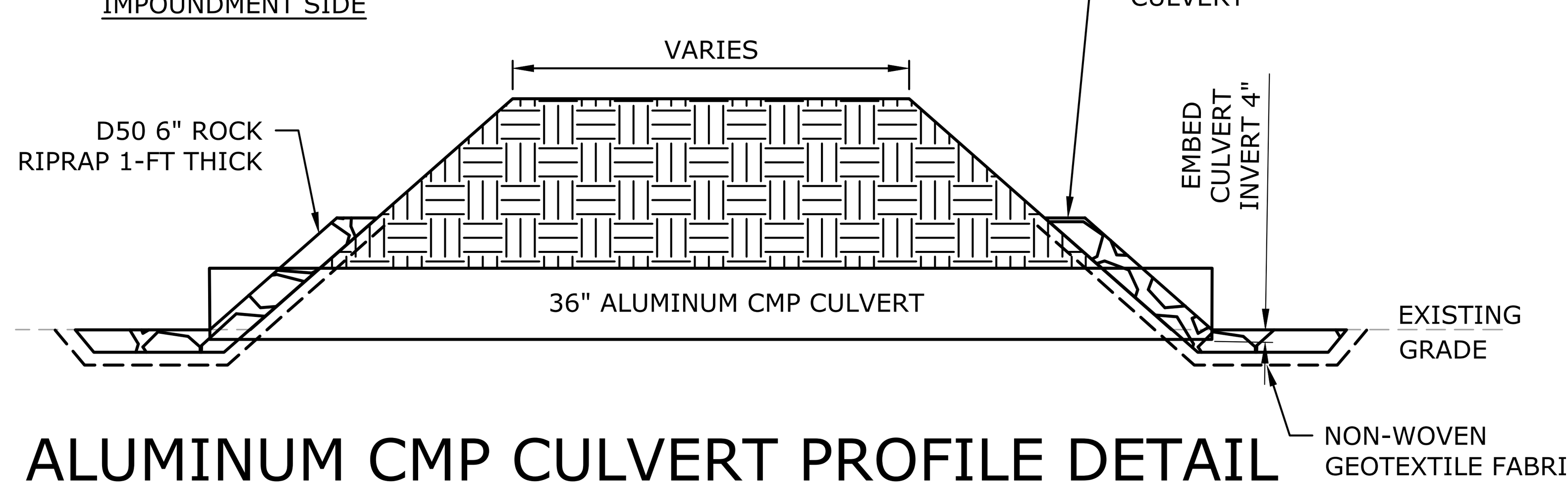


CONNECTING LUG DETAILS

NOTES:
1. APPLY KNIFE-GRADE ASPHALT SEALER UNIFORMLY TO THE ENTIRE CONNECTING BAND.
2. APPLY SEALER BETWEEN THE OVERLAPS OF THE CONNECTING BAND TO FACILITATE SLIPPAGE AS THE BAND IS TIGHTENED UP.
3. USE A 10C CONNECTING BAND FOR ANNULAR PIPE.
4. STAGGER ROD AND SLUGS SO THAT THEY DON'T CONCENTRATE COMPRESSION ALONG THE OVERLAP AND PREVENT A UNIFORM DRAW.

CONNECTING BAND DETAIL (WITH LUG RODS)

NOT TO SCALE



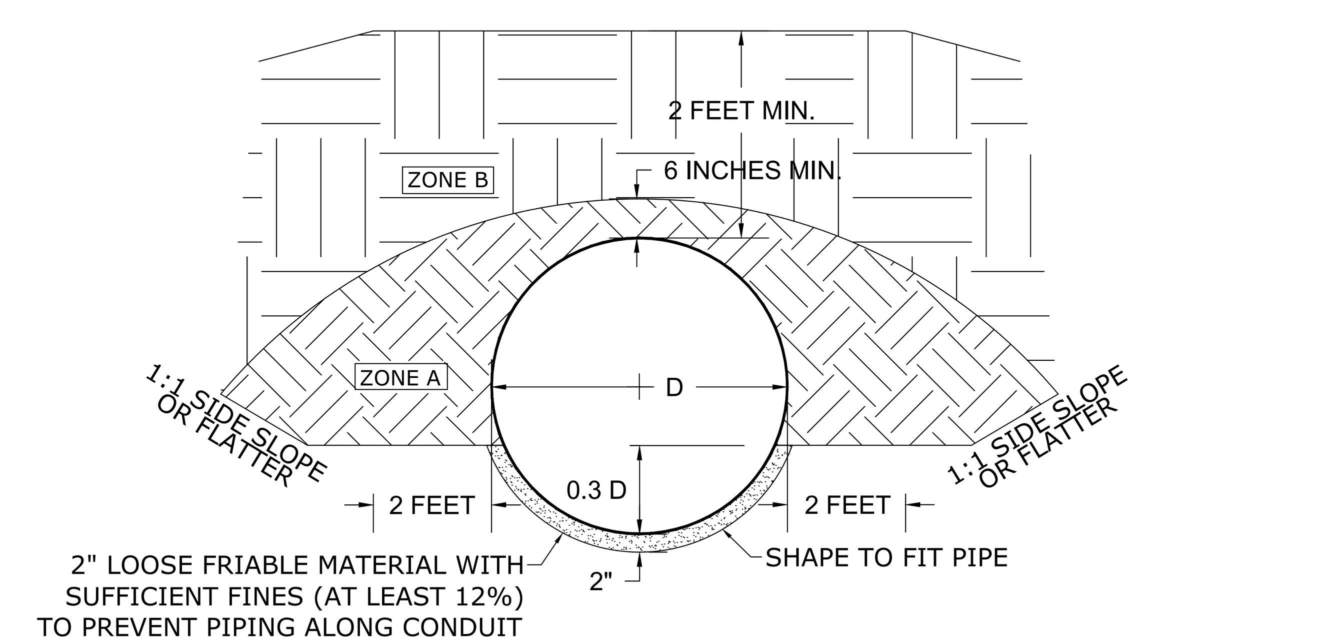
ALUMINUM CMP CULVERT PROFILE DETAIL

NOT TO SCALE

NOTES:
1. REMOVE EXISTING CULVERT AND INSTALL 36" ALUMINUM CMP CULVERT TO ALLOW FOR WATER TRANSFER.
2. REBUILD AND COMPACT ACCESS TRAIL.
3. PLACE 1-FT OF D50 6" ROCK RIP RAP ON SIDE SLOPES AT PIPE INLET AND OUTLET.

GRADATION OF ROCK RIP-RAP (CULVERT INLET/OUTLET)	
PERCENT PASSING BY WEIGHT	SIZE (INCHES)
100	12
60-85	9
25-50	6
5-20	3
0-5	1
TOTAL TN	5

CULVERT	PIPE		INLET I.E.	OUTLET I.E.	LENGTH
	SIZE	GA.			
NORTH CMP CULVERT	36"	14	722.8'	722.8'	40'
SOUTH CMP CULVERT	36"	14	724.0'	724.0'	30'



ALUMINUM CMP CULVERT SECTION DETAIL

NOT TO SCALE

NOTES:
1. PRIOR TO COMPACTING THE BACKFILL AROUND THE PIPE, PRECAUTIONS SHOULD BE TAKEN TO WEIGHT THE PIPE TO PREVENT RAISING IT ABOVE THE DESIRED GRADE.
2. HAND COMPACTING OR MANUALLY DIRECTED POWER EQUIPMENT COMPACTION IS REQUIRED WITHIN AREAS A & B. (MINIMUM WIDTH OF D + 4 FEET AND 2 FEET ABOVE THE CROWN OF THE PIPE)
3. BACKFILL MATERIAL SHALL CONSIST OF CLAY OR SILTS SUCH AS CH, MH, CL. ZONE A BACKFILL SHALL CONSIST OF SOIL MATERIAL THAT IS FREE OF ROCKS, STONES, OR HARD CLODS MORE THAN 1 INCH IN DIAMETER. ZONE B MINIMUM HEIGHT IS 2 FEET ABOVE THE TOP OF THE PIPE. USE A SILTY OR A CLAYEY BACKFILL FREE OF STONES AND ROCKS GREATER THAN 3 INCHES IN DIAMETER.
4. COMPACT ZONE A AND B FILL IN 4" LAYERS AT OPTIMUM MOISTURE CONTENT (OR SLIGHTLY HIGHER).

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WATER CONTROL STR DETAILS 1
WAUWATOSA DPW
WAUWATOSA
MILWAUKEE COUNTY, WI

Revision	Sheet	Revisions	Date	By

CAD FILE: WI-410-103_Site Plan
DESIGNED BY: BE
DRAWN BY: BM
SURVEYED BY: BT, BM
BIOLOGIST: TH
DATE: 3/3/2026
PROJECT NUMBER: US-WI-410-103

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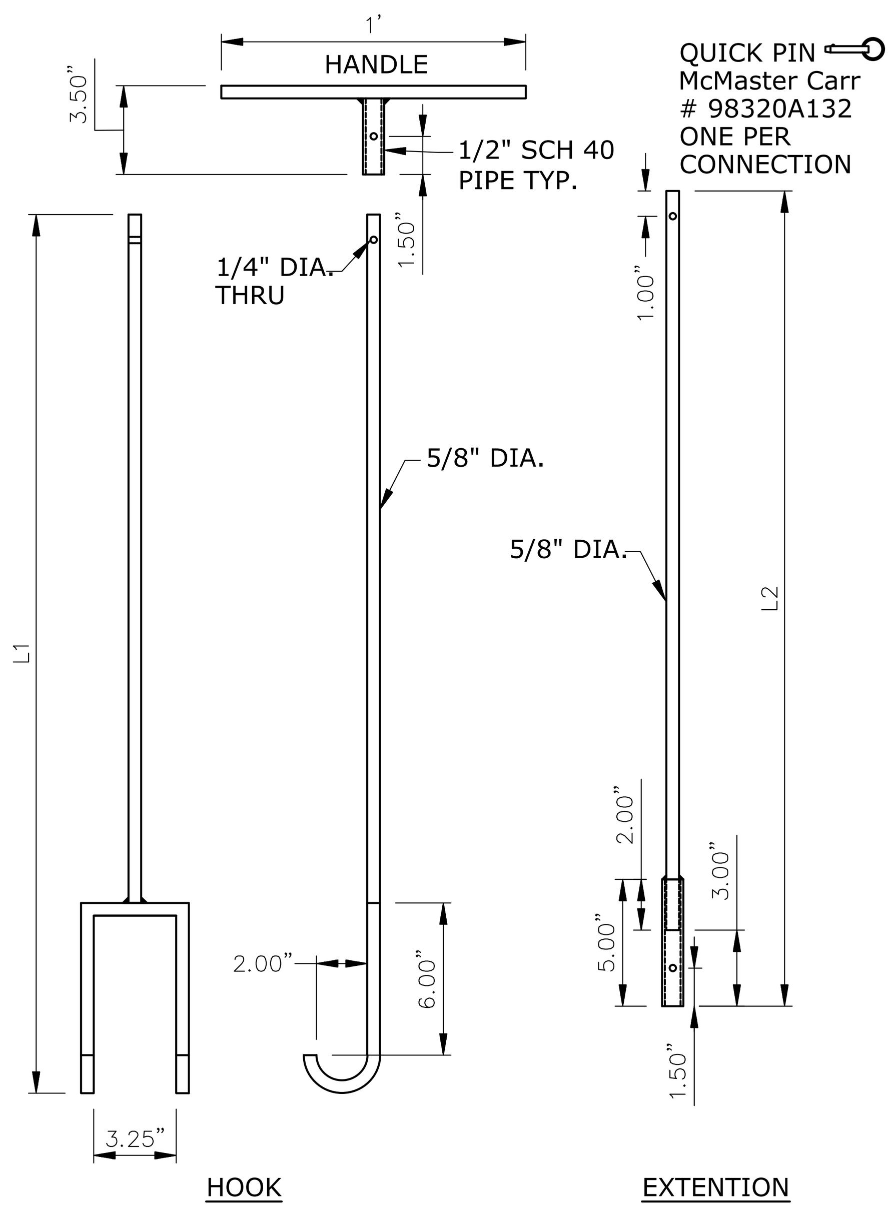
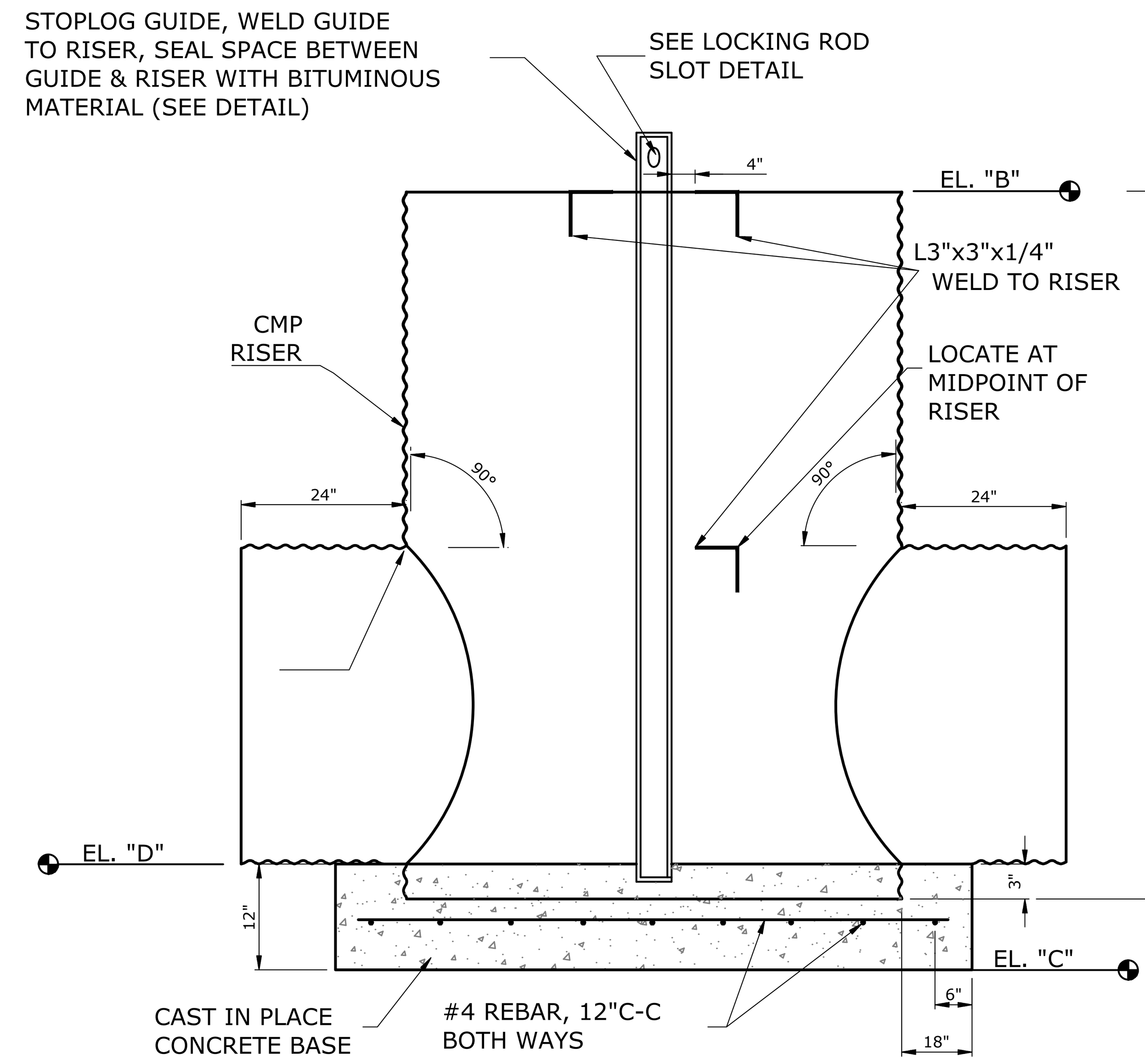


STOPLOG LIFTING HOOK DETAIL

NOT TO SCALE

NOTE: L1 AND L2 EQUAL HEIGHT OF RISER PLUS 1' MAX LENGTH FOR EACH 5'. AFTER ADD A SECOND EXTENTION L3

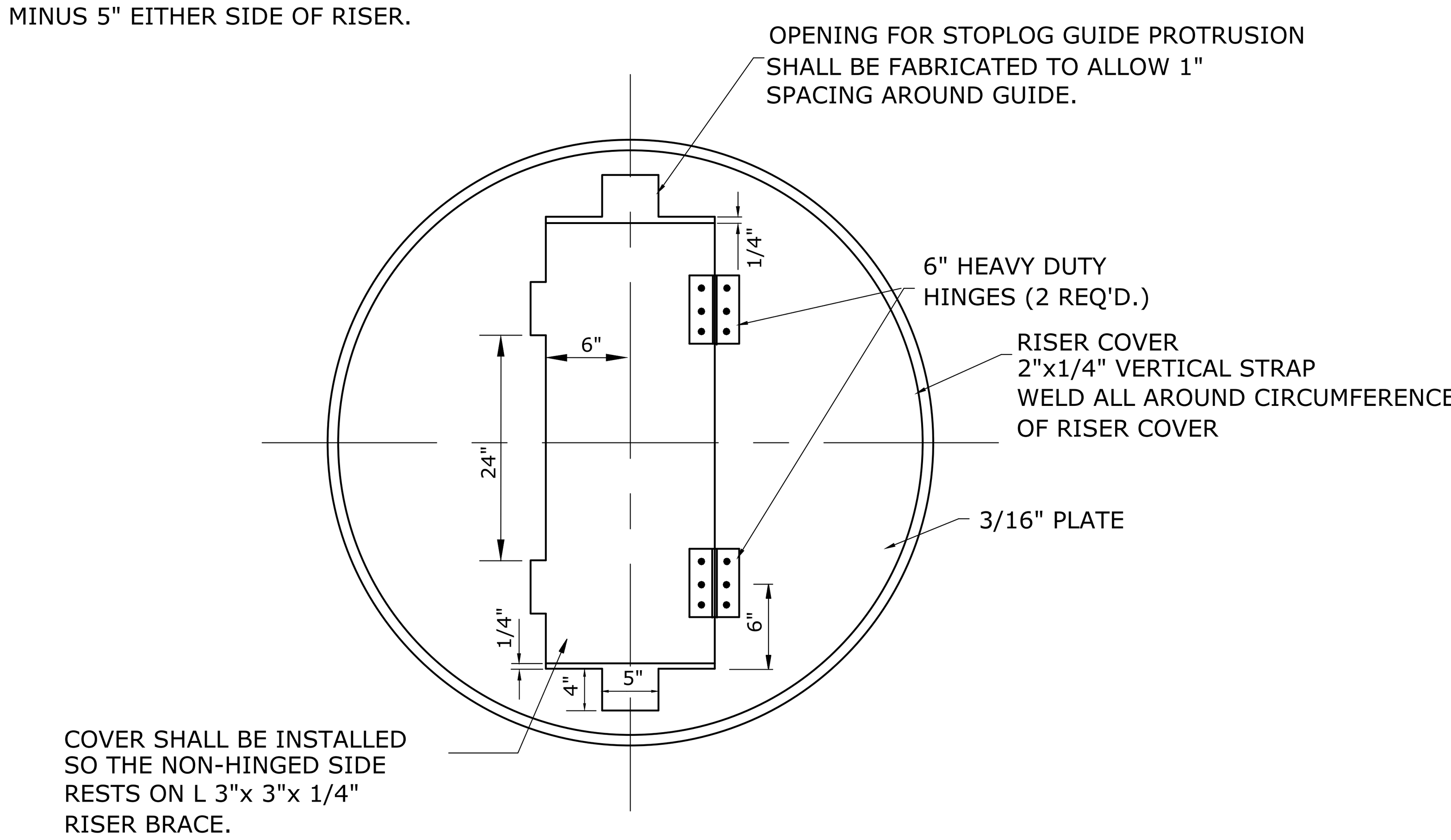
2 PER STRUCTURE



TYP CMP CONTROL STRUCTURE

NO SCALE

NOTES:
1. WELD A 2"x1/4" STRAP TO THE BOTTOM EDGE OF THE COVER, AROUND ENTIRE CIRCUMFERENCE.
2. COVER SIZE SHALL BE DETERMINED BY THE RISER DIAMETER PLUS 4".
3. HINGED DOOR LENGTH SHALL BE DETERMINED BY THE RISER DIAMETER MINUS 5" EITHER SIDE OF RISER.



RISER COVER DETAIL

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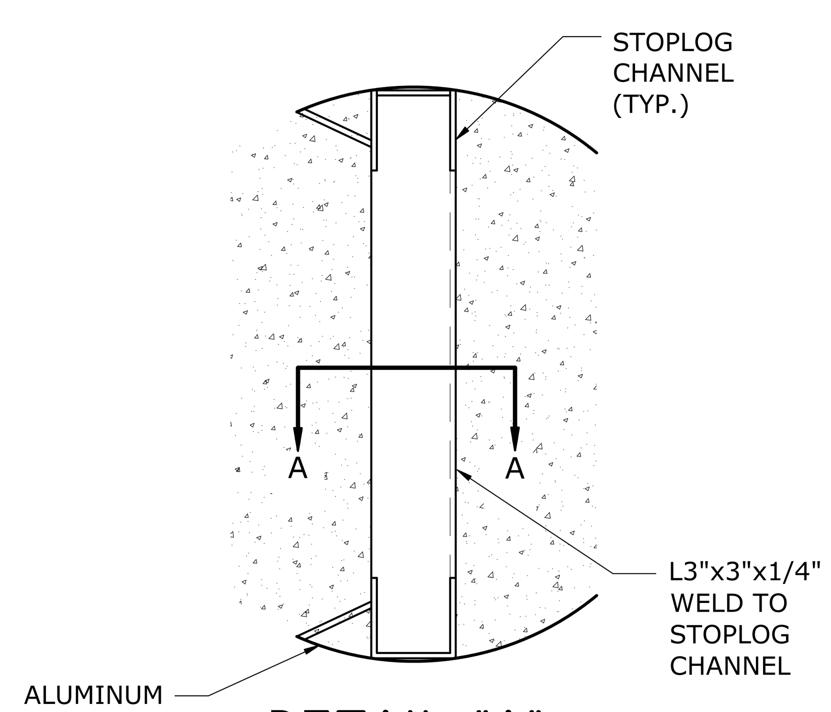
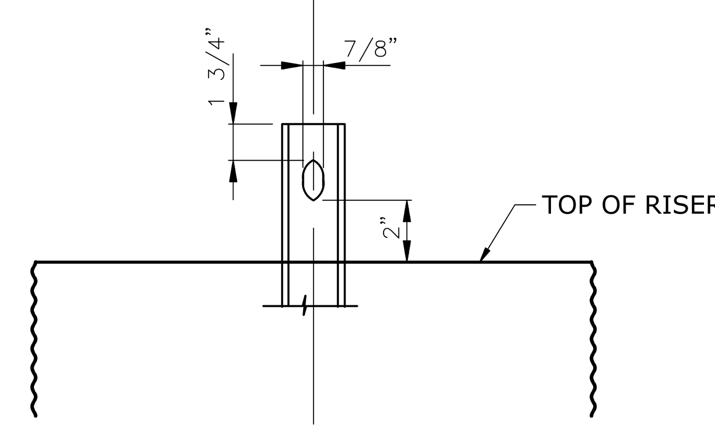


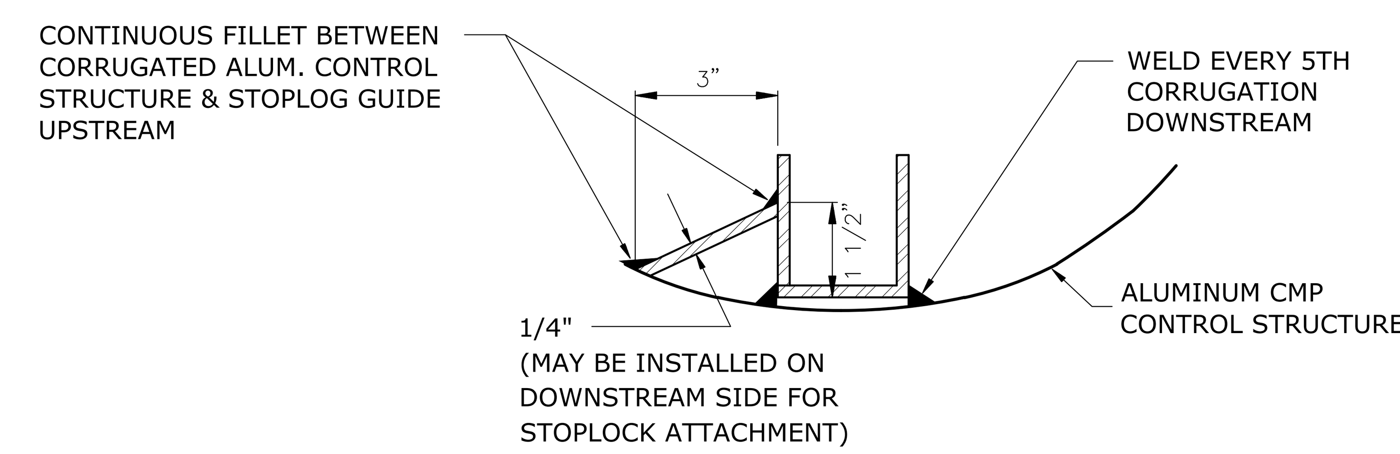
DETAIL "A"

NOT TO SCALE



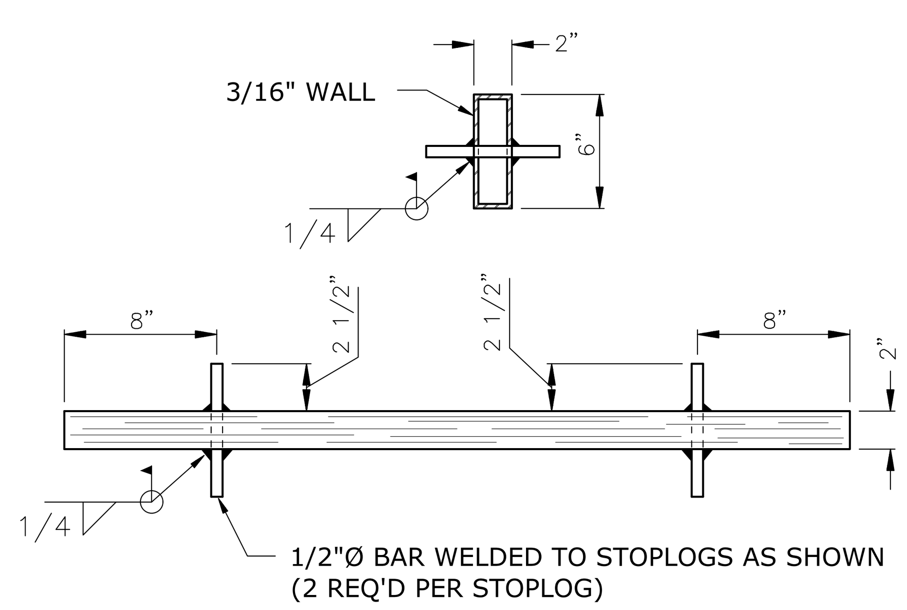
LOCKING ROD SLOT DETAIL

NOT TO SCALE



STOPLOG GUIDE DETAIL

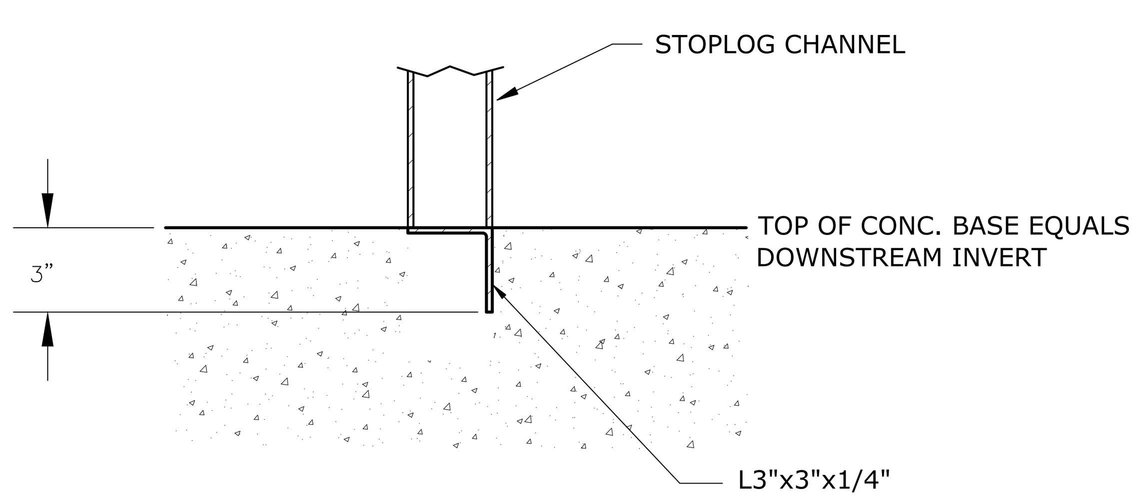
NOT TO SCALE



NOTE:
1. WELD 1/2Ø BAR IN STOPLOGS.
2. STOPLOGS SHALL BE 1" SHORTER THAN WIDTH BETWEEN STOPLOG GUIDES.
3. FABRICATOR TO PROVIDE 1-2" & 1-3" STOPLOG IN ADDITION TO STOPLOGS SPECIFIED.

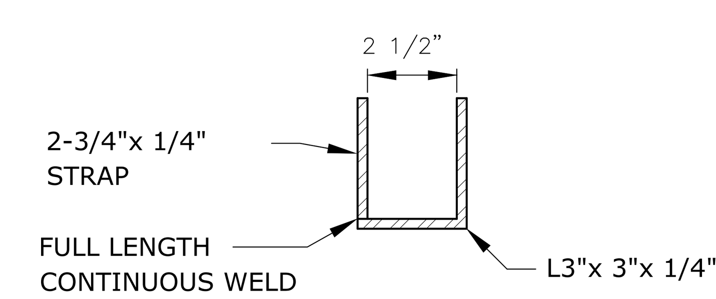
ALUMINUM STOPLOG DETAIL

NOT TO SCALE



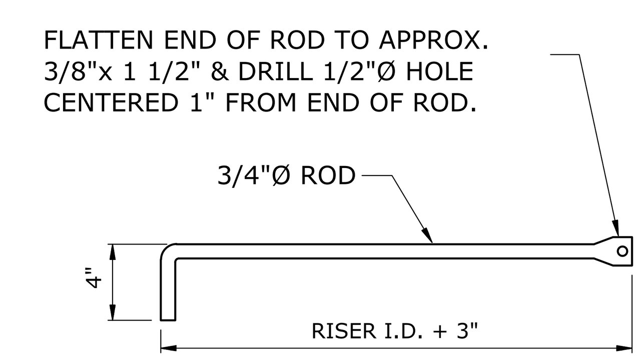
SECTION A—A

NOT TO SCALE



STOPLOG CHANNEL DETAIL

NOT TO SCALE



LOCKING ROD DETAIL

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WATER CONTROL STR DETAILS 2
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Revision	Sheet	Revisions	Date	By
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CAD FILE: WI-410-103_Site Plan
DESIGNED BY: BE
DRAWN BY: BM
SURVEYED BY: BT, BM
BIOLOGIST: TH
DATE: 3/3/2026
PROJECT NUMBER: US-WI-410-103

C202

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Exhibit E
Tree Planting Plan

Scientific Name	Common Name
Alnus incana var. rugosa	Speckled alder
Amelanchier arborea	Common serviceberry
Amelanchier laevis	Allegheny serviceberry
Aronia x prunifolia	Red chokecherry
Cephalanthus occidentalis	Common buttonbush
Cercis canadensis	Eastern redbud
Cornus alternifolia	Alternate-leaved dogwood
Cornus amomum	Silky dogwood
Cornus obliqua	Pale dogwood
Cornus sericea	Red-osier dogwood
Corylus americana	American hazelnut
Crataegus crus-galli	Cockspur hawthorn
Crataegus mollis	Downy hawthorn
Crataegus punctata	Dotted hawthorn
Ilex verticillata	Winterberry
Physocarpus opulifolius	Nine-Bark
Prunus americana	American plum
Ptelea trifoliata	Water ash
Rhus aromatica	Fragrant sumac
Rhus glabra	Smooth sumac
Ribes americanum	American black currant
Salix amygdaloides	Peach-leaved willow
Salix bebbiana	Bebb's willow
Salix eriocephala	Diamond willow
Salix interior	Sandbar willow
Sambucus nigra	Elderberry
Spiraea alba	Meadowsweet
Staphylea trifolia	American bladdernut
Viburnum lentago	Nannyberry
Viburnum prunifolium	Black-haw
Viburnum trilobum var. Americanum	American cranberry bush

Conservation Status

Special Concern
Special Concern

Special Concern

Soil Moisture Requirement
Moist to wet, tolerant of wide range of soil types
Rich, moist, well-drained soils
Moist, well-drained soils
Moist, well-drained soils; tolerant of slightly acidic to slightly alkaline soils
Moist to wet, well-drained soils; intolerant of drought
Moist, well-drained soils
Moist, well-drained soils; slightly acidic
Moist, well-drained soils; slightly acidic
Moist, well-drained soils
Moist, well-drained soils; tolerant of slightly acidic to slightly alkaline soils
Moist, well-drained soils, tolerant of various soil types
Medium moisture, well-drained soils; tolerant of a range of soil types with good drainage
Rich, moist soils; tolerant of wet soils and occasional drought
Dry to moist soils; tolerant of drought
Moist, well-drained soils, tolerant of various soil types
Moist, well-drained soils, drought tolerant
Moist, well-drained soils
Dry to moist, well-drained soils
Moist to dry, well-drained soils; tolerant of a range of soil types
Dry soil; tolerant of a range of soil types
Moist, well-drained soils
Moist to wet, tolerant of a range of soil types
Moist to wet soils
Moist, well-drained soils
Dry to wet soils
Moist, well-drained soils
Moist to wet soils
Dry to medium, well-drained soils
Moist, well-drained soils; tolerant of clay soils
Tolerant of most soils once established; drought tolerant
Wet to average, well-drained soils

Wauwatosa, WI

7725 W. North Avenue
Wauwatosa, WI 53213

Staff Report

File #: 26-1261 **Agenda Date:** 7/21/2026 **Agenda #:** 2.

Consideration of request to waive the competitive bidding process and authorize an agreement with Sharp Performance for wellness services for firefighters in the amount of $30,000

CITY OF WAUWATOSA
MEMO

To: **Financial Affairs Committee**

From: **Barbara Kadrich, Fire Chief**

Date: **July 21, 2026**

Subject: **Request to waive the competitive bidding process**

A. Issue

The Wauwatosa Fire Department recognizes the importance of providing evidence-based mental wellness, resilience, and performance coaching resources to firefighters. Sharp Performance provides a comprehensive cognitive performance coaching platform that integrates coaching, training, and customized resource management within a single mobile application. They are the only commercially available platform known to provide these services in a unified solution. The department is requesting to waive the competitive bidding process to implement this program.

B. Background/Options

The program is intended to support firefighter wellness through preventative performance coaching, stress management resources, and early intervention strategies designed to reduce the impacts of occupational stress and other job-related challenges. The implementation of this platform is expected to support the Department's efforts to promote mental wellness, reduce stigma associated with seeking assistance, and enhance overall member well-being and resilience. This program is specifically designed for First Responders and those who work in the high-stress work environment of fire and EMS.

C. Strategic Plan (Area of Focus)

Health & Safety

D. Fiscal Impact

The proposed service includes access for all Wauwatosa Fire Department members and their spouses under a one-year agreement at a cost of $30,000. The purchase is eligible for funding through the Wisconsin Department of Health Services EMS Funding Assistance Program, which will provide the necessary funding for the one-year agreement.

Not providing this resource can lead to an increased risk to the Fire Department and the City, possibly resulting in undetermined fiscal impacts.

E. Recommendation

Recommending the authorization for a one-year agreement with Sharp Performance in an amount not to exceed $30,000, and authorizing the appropriate City officials to execute all documents necessary to complete the purchase and agreement, and embrace the wellness of its WFD employees by implementing this beneficial program.

SHARP PERFORMANCE

Sole Source Justification

To whom it may concern:

Please accept this letter as information that Sharp Performance, Inc. is the provider of the Sharp Performance Mobile App, which provides a cognitive performance coaching platform that stands alone in its capacity to serve high-risk professionals, particularly in law enforcement and fire. With a proprietary approach that seamlessly integrates preventative coaching with reactive resources on a single platform, Sharp Performance offers an indispensable solution for enhancing mental wellness and operational readiness in high-pressure environments.

The Sharp Performance Mobile App is currently the only commercially available cognitive performance platform specifically targeting law enforcement, fire and other high-risk professionals that provides coaching, training and customized resource management in a single application.

Unique and Proprietary Service Offering

Sharp Performance's platform is underpinned by specialized training protocols developed in conjunction with the U.S. Military's Special Operations teams. Specifically, Sharp Performance's team includes the cognitive performance coaches that designed and implemented the cognitive performance curriculum for U.S. Special Operations. These methodologies have demonstrated significant improvements in focus, stress endurance, and psychological flexibility, attributes not replicated by any other product in the market. The Sharp Performance Mobile App's content and methodologies are copyrighted and are not available in any other product on the market. The tailored and adaptive training regimens are informed by evidence-based practices and are uniquely designed to meet the nuanced needs of high-risk professions.

Specialized Expertise and Branding

Drawing upon the experience of military special operations veterans and performance coaches, Sharp Performance employs a destigmatized approach to mental wellness that resonates with law enforcement and fire personnel. Our platform is recognized within the industry for its ability to attract and effectively engage officers in a preventative manner, fostering a culture where seeking wellness support is normalized and encouraged.

Preventative Performance Coaching

Sharp Performance provides customers access to its own performance coaches and chaplains. All coaches have experience working with high-risk professionals, and Sharp Performance's proprietary methods for identifying, vetting, and training its performance coaches and chaplains to work specifically with law enforcement officers are unlike any other platform on the market. Sharp Performance's head coaches were previously in charge of performance coaching for the Joint Special Operations Command (JSOC) and US Army Special Forces, where they oversaw the extraordinary cultural change to destigmatize mental wellness. These same methods have been adapted and made exclusive to Sharp Performance so that we, along with our coaches, may assist each agency and the law enforcement community as a whole destigmatize mental wellness and decrease stress-related ailments across the force.

Comprehensive and Centralized Resource Directory

Sharp Performance works closely with each agency to build a customized resource directory that consolidates a wealth of resources both unique to each agency and exclusive to Sharp Performance customers. These include, but are not limited to, existing health and wellness resources and services provided by the agency, chaplains, health incentives, national hotlines, as well as commercial partnerships exclusive to Sharp Performance. This centralized approach simplifies the process of seeking help and ensures timely interventions. Sharp Performance’s software and methods are proprietary to Sharp Performance, Inc. and are designed to integrate both the organization’s internal resources and external resources, including those provided by Sharp Performance, into a customized resource directory. This seamless integration enhances the coaching and training experience delivered through the Sharp Performance Mobile App.

Evidence of Impact and Efficiency

Endorsements from law enforcement and fire leaders underscore the transformative impact of Sharp Performance on organizational culture and individual well-being. Our analytics dashboard allows administrators to effectively report on platform utilization and departmental wellness trends to tailor interventions and proactively address the mental wellness needs of their teams.

Conclusion

In conclusion, Sharp Performance's comprehensive suite of solutions, proprietary training content, and demonstrated impact on high-risk professionals' mental wellness establish the platform as a sole source provider. No other product in the market can match our proprietary platform and specific utility. Should you require further information or wish to discuss this justification in detail, please do not hesitate to contact us.

Sincerely,

Benjamin Curley
President / CEO
Sharp Performance, Inc.
2659 State Street #100
Carlsbad, CA 92008
Phone: 516-297-0132
ben@sharpperformance.tech

Sharp Performance Inc.
2659 State St #100,
Carlsbad, CA 92008
andrew@sharpperformance.tech,
ben@sharpperformance.tech

Schedule B

Statement of Services

Customer: ___________________________

Subscription Services: Unlimited access to application and all features within for authorized users (see Schedule A Order Form), and ongoing platform upgrades throughout the term of the contract.

Sharp Performance Mobile-App Features

1. **Mental Performance Coaching.** Connect with Sharp Performance's roster of highly-trained performance coaches. Each coach has been specially trained to work with high-risk professionals and help them reach their full potential on the job and at home. Work with coaches often focuses on goal-setting and accountability. Users have unlimited access to coaches.

2. **Self-Paced Training Modules.** Access hundreds of mobile-based training exercises, adapted from training protocols originally developed for the U.S. Military's Special Operations teams. These 2 to 10-minute exercises are designed specifically for high-risk professions and have demonstrated significant improvements in focus, stress endurance, and psychological flexibility.

3. **Resource Directory.** Access a customized directory of health and wellness resources that is designed in close collaboration with your agency. The directory includes, but is not limited to, internal mental health services, chaplains, health incentives, national hotlines, and commercial partnerships exclusive to Sharp Performance.

Professional Services:

1. **Guided onboarding with the Sharp team.** Sharp will deliver a high-touch, end-to-end onboarding experience, strategically designed to maximize engagement and ensure successful adoption of the platform. Our team works closely with agency leadership to identify the most effective methods for reaching personnel, and adapt the delivery to drive the greatest impact for each customer. Onboarding services include a comprehensive platform overview, personalized performance strategies, 1-on-1 coach matching consultations, and shared insights from active users and coaches.

2. **Anonymized utilization reports.** Share anonymized data on utilization and user satisfaction with Department Leadership and/or program point-of-contact on a quarterly basis.

3. **Technical support.** On-demand customer support.

Sharp Performance Inc. will not charge the customer for travel associated with In-person training overview, onboarding, and Q&A.

SHARP PERFORMANCE

Schedule A | Order Form

City of Wauwatosa
7725 West North Avenue
Wauwatosa, WI 53213
United States

Barbara Kadrich
bkadrich@wauwatosa.net

Reference: 20260310-164424915
Quote created: March 10, 2026
Quote expires: July 31, 2026

Quote created by: Chris Reese
Sharp Performance
2659 State Street, #100
Carlsbad, CA 92008
chris@sharpperformance.tech

Sharp Performance's product being offered to the personnel listed below include subscription services, professional services, unlimited access to Sharp coaches and chaplains, Sharp self-paced exercises and training, and partnership with Sharp to develop a customized resource directory. Fees are exclusive of applicable sales/use taxes. Customer is responsible for all such taxes, when applicable.

Products & Services

Personnel	Authorized Users	Price Per User	Total
Sworn Users	100	$500.00 / year	$30,000.00 / year after 40% discount
Civilian Users	1	$500.00 / year	$0.00 / year after 100% discount
Spouses	1	$0.00 / year	$0.00 / year after 100% discount
		Total	**$30,000.00**

Dates: Services Effective Date: TBD

Service Term: 1 year from contract date

Payment Due: Upon Delivery

Master SaaS and Services Agreement

This Master SaaS and Services Agreement (this "**Agreement**") is entered into effective this ___ **day of _______ ____, until ______ ________ of _______** by and between Sharp Performance Inc., a Delaware corporation ("**Sharp Performance**") with a place of business at 2659 State Street #100, Carlsbad, CA 92008, and ____________________________________, a municipal corporation ("**The Department**/**The Customer**"). Sharp Performance and the Department/Customer are sometimes referred to herein jointly as the "Parties" or singularly as a "Party."

RECITALS:

WHEREAS, The Department/Customer desires to obtain access to the Services (as defined below) with respect to certain of its information technology needs, for use by its Department and Sharp Performance desires to provide the Services to the Department/Customer, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. SERVICES.

1.1 Purpose. This Agreement sets forth the terms and conditions under which Sharp Performance agrees to provide (i) certain hosted "software as a service" (the "**Subscription Services**") for certain software applications (each such application together with any applicable documentation thereto, and programming and user interfaces therefor, a "**Platform**") to Authorized Users, as further set forth and described on each order form (the "**Order Form**") attached hereto as Schedule A, and (ii) if applicable, all other implementation services, customization, integration, data import and export, monitoring, technical support, maintenance, training, backup and recovery, and change management (collectively the "**Professional Services**", and together with the Subscription Services, referred to herein as the "**Services**") related to the Department's/Customer's access to, and use of, such Subscription Services and each Platform, as further set forth and described on each statement of services (the "**Statement of Work**") attached hereto as Schedule B, issued hereunder (Order Forms and Statements of Professional Services are sometimes referred to jointly as a "Statement of Services").

1.2 The Services; Access and Use License. Subject to the terms and conditions of this Agreement, during the Term, Sharp Performance shall use commercially reasonable efforts to provide (i) the Department/Customer and Authorized Users access to each Platform, and (ii) the Department/Customer the Professional Services. Subject to the terms and conditions of this Agreement, during the Term, Sharp Performance hereby grants the Department/Customer and Authorized Users a non-exclusive, non-sublicensable, non-transferable (except in compliance with

Section 16 herein), worldwide license to access and use each Platform, solely for internal business purposes in connection with the Department's/Customer's use of the Services as set forth herein. For the avoidance of doubt, this license shall not extend to access to any documents or information created or maintained by Sharp Performance in connection with peer coaching sessions and pertaining to an individual Authorized User, including but not limited to peer coaching notes. Neither the Department/Customer nor Authorized Users shall have any rights to access, review, or receive any documents or information created or maintained by Sharp Performance pertaining to any individual Authorized Users, except to the extent required by law.

1.3 Subscription Services. Each applicable Order Form shall specify and further describe the Subscription Services to be provided in accordance with the representations and warranties set forth herein, and shall identify, each applicable Platform, user limitations, fees, subscription term and other applicable terms and conditions.

1.4 Professional Services**.** Each applicable Statement of Work shall specify and further describe the Professional Services to be provided in accordance with the representations and warranties set forth herein, and may, but need not, include, the Professional Services offered, limitations, milestones, fees, term and other applicable terms and conditions.

1.5 Changes to Platform. Sharp Performance may, in its sole discretion, make any changes to any Platform that it deems necessary or useful to (i) maintain or enhance (a) the quality or delivery of Sharp Performance's products or services to its the Departments, (b) the competitive strength of, or market for, Sharp Performance's products or services, (c) such Platform's cost efficiency or performance, or (ii) to comply with applicable law.

2. PLATFORM ACCESS AND AUTHORIZED USER

2.1 Administrative Users. During the configuration and set-up process for each Platform, the Department/Customer will identify an administrative username and password for the Department's/Customer's Sharp Performance accounts. Each member will receive their own individual account with its own unique username and password. Sharp Performance reserves the right to refuse registration of, or cancel usernames and passwords it deems inappropriate.

2.2 Authorized Users. the Department/Customer may allow such number of the Department's/Customer's employees and/or independent contractors as is indicated on an Order Form to use the applicable Platform on behalf of the Department/Customer as "**the Department/Customer Users**." Authorized User subscriptions are for designated Authorized Users and cannot be shared or used by more than one Authorized User, but may be reassigned to a new Authorized User replacing former Authorized Users who no longer require ongoing use of the applicable Platform.

2.3 Authorized User Conditions to Use. As a condition to access and use of a Platform (i) each Authorized User shall agree to abide by the terms of Sharp Performance's end-user terms of use which it may adopt from time to time, (ii) the Department/Customer Users shall agree to abide by the terms of this Agreement, and (iii) Vendor Users shall agree to abide by the terms of the then-current Sharp Performance Vendor Terms of Service applicable to such Platform, and, in each case, the Department/Customer shall ensure such compliance. the Department/Customer shall immediately notify Sharp Performance of any violation of the terms of any of the foregoing by any Authorized User upon becoming aware of such violation, and shall be liable for any breach of the foregoing agreements by any Authorized User as provided herein.

2.4 Account Responsibility. With respect to Sharp Performance only the Department/Customer will be responsible for (i) all uses of any account that the Department/Customer has access to, whether or not the Department/Customer has authorized the particular use or user, and regardless of the Department's/Customer's knowledge of such use, and (ii) securing its Sharp Performance account, passwords (including but not limited to administrative and user passwords) and files. Sharp Performance is not responsible for any losses, damages, costs, expenses or claims that result from stolen or lost passwords.

2.5 Use Restrictions. the Department/Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. The Department/Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Platform, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Platform; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Platform; (v) use the Services or Platform in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, or (vi) input, upload, transmit, or otherwise provide any information or materials that are unlawful or injurious, or contain, transmit, or activate any harmful code.

2.6 Reservation of Rights. Sharp Performance reserves all rights not expressly granted to the Department/Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to the Department/Customer or any third party any intellectual property rights or other right, title, or interest in or to the intellectual property of Sharp Performance.

3. ADDITIONAL RESTRICTIONS AND RESPONSIBILITIES

3.1 Software Restrictions. The Department/Customer will not, nor permit or encourage any third party to, directly or indirectly (i) reverse engineer, decompile, disassemble or otherwise attempt to discover or derive the source code, object code or underlying structure, ideas, know-how or algorithms relevant to a Platform or any software, documentation or data related to a Platform ("**Software**"); (ii) modify, translate, or create derivative works based on a Platform or any Software; (iii) use a Platform or any Software for timesharing or service bureau purposes or other computer service to a third party; (iv) modify, remove or obstruct any proprietary notices or labels; or (v) use any Software or a Platform in any manner to assist or take part in the development, marketing or sale of a product potentially competitive with such Software or Platform. For the avoidance of doubt, Software and the Services, including all user-visible aspects of the Services, are the Confidential Information of Sharp Performance, and the Department/Customer will comply with Section 4 with respect thereto.

3.2 The Department/Customer Compliance. The Department/Customer shall use, and will ensure that all Authorized Users use, each Platform, Software, and the Services in full compliance with this Agreement, Sharp Performance's end-user terms of use and all applicable laws and regulations. The Department/Customer represents and warrants that it (i) has accessed and reviewed any terms of use or other policies relating to a Platform provided by Sharp Performance, (ii) understands the requirements thereof, and (iii) agrees to comply therewith. Sharp Performance may suspend the Department's/Customer's account and access to each Platform and performance of the Services at any time and without notice if Sharp Performance believes that the Department/Customer is in violation of this Agreement. Although Sharp Performance has no obligation to monitor the Department's/Customer's use of a Platform, Sharp Performance may do so and may prohibit any use it believes may be (or alleged to be) in violation of the foregoing.

3.3 Cooperation. The Department/Customer shall provide all cooperation and assistance as Sharp Performance may reasonably request to enable Sharp Performance to exercise its rights and perform its obligations under, and in connection with, this Agreement, including providing Sharp Performance with such access to the Department's/Customer's premises and its information technology infrastructure as is necessary for Sharp Performance to perform the Services in accordance with this Agreement.

3.4 Training and Education. The Department/Customer shall use commercially reasonable efforts to cause the Department/Customer Users to be, at all times, educated and trained in the proper use and operation each Platform such the Department/Customer Users utilize, and to ensure that each Platform is used in accordance with applicable manuals, instructions, specifications and documentation provided by Sharp Performance from time to time.

3.5 The Department/Customer Systems. The Department/Customer shall be responsible for obtaining and maintaining—both the functionality and security of—any equipment and ancillary services needed to connect to, access or otherwise use each Platform, including modems, hardware, servers, software, operating systems, networking, web servers and the like.

3.6 Restrictions on Export. The Department/Customer may not remove or export from the United States or allow the export or re- export of the Software or anything related to a Platform, Software or Services, or any direct product thereof in violation of any restrictions, laws or regulations of any United States or foreign agency or authority.

4. **CONFIDENTIALITY**.

4.1 Confidential Information. Each Party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has been, and may be, exposed to or acquired business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Confidential Information**"). Confidential Information of Sharp Performance includes non-public information regarding features, functionality and performance of each Platform and Software. Confidential Information of the Department/Customer includes non-public data provided by the Department/Customer to Sharp Performance to enable the provision of access to, and use of, the Services as well as all content, data and information recorded and stored by each Platform for the Department/Customer (" **The Department/Customer Data**"),. The terms and conditions of this Agreement, including individual account pricing are Sharp Performance's Confidential Information. The total cost of the contract is disclosable by The Department/Customer.

4.2 Exceptions. Notwithstanding anything to the contrary contained herein, Confidential Information shall not include any information that the Receiving Party can document (i) is or becomes generally available to the public, (ii) was in its possession or known by it prior to receipt from the Disclosing Party, (iii) was rightfully disclosed to it without restriction by a third party, or (iv) was independently developed without use of any Confidential Information of the Disclosing Party.

4.3 Non-use and Non-disclosure. With respect to Confidential Information of the Disclosing Party, the Receiving Party agrees to: (i) use the same degree of care to protect the confidentiality and prevent the unauthorized use or disclosure of such Confidential Information it uses to protect its own proprietary and confidential information of like nature, which shall not be less than a reasonable degree of care, (ii) hold all such Confidential Information in strict confidence and not use, sell, copy, transfer reproduce, or divulge such Confidential Information to any third party, (iii) not use such Confidential Information for any purposes whatsoever other than the performance of, or as otherwise authorized by, this Agreement.

4.4 Compelled Disclosure. Notwithstanding Section 4.3, the Receiving Party may disclose Confidential Information of the Disclosing Party to the extent necessary to comply with a court order or applicable law; provided, however, that the Receiving Party delivers reasonable advance notice of such disclosure to the Disclosing Party and uses reasonable efforts to secure confidential treatment of such Confidential Information, in whole or in part.

4.5 Remedies for Breach of Obligation of Confidentiality. The Receiving Party acknowledges that breach of its obligation of confidentiality may cause irreparable harm to the Disclosing Party for which the Disclosing Party may not be fully or adequately compensated by recovery of monetary damages. Accordingly, in the event of any violation, or threatened violation, by the Receiving Party of its obligations under this Section, the Disclosing Party shall be entitled to seek injunctive relief from a court of competent jurisdiction in addition to any other remedy that may be available at law or in equity, without the necessity of posting bond or proving actual damages.

5. **PROPRIETARY RIGHTS**

5.1 Ownership. The Department/Customer shall own all rights, title and interest in and to the Department/Customer Data. Sharp Performance shall own and retain all right, title and interest in and to (i) each Platform, Software and the Services and all improvements, enhancements or modifications thereto, (ii) any software, applications, inventions or other technology developed in connection with the Services, and (iii) all intellectual property and proprietary rights in and related to any of the foregoing (collectively, "**Services IP**"). To the extent the Department/Customer acquires any right, title or interest in any Services IP, the Department/Customer hereby assigns all of its right, title and interest in such Services IP to Sharp Performance.

5.2 The Department/Customer Data and Vendor Information License. The Department/Customer hereby grants to Sharp Performance a non- exclusive, transferable, sublicensable, worldwide and royalty-free license to use and otherwise exploit the Department Data to provide the Services to the Department hereunder and as necessary or useful to monitor and improve a Platform, Software and the Services, both during and after the Term. "For the avoidance of doubt, Sharp Performance may use, reproduce and disclose Platform-, Software- and Services-related information, data and material that is anonymized, de-identified, or otherwise rendered not reasonably associated or linked to the Department/Customer for product improvement and other lawful, all of which information, data and material will available to Sharp Performance through the existence of the license of Consumer Data. It is the Department's/Customer's sole responsibility to back-up the Department/Customer Data during the Term, and the Department/Customer acknowledges that Sharp Performance will not have access to the Department/Customer Data through Sharp Performance or any Platform following the expiration or termination of this Agreement.

5.3 No Other Rights. No rights or licenses are granted except as expressly set forth herein.

6. FEES & PAYMENT

6.1 Fees. The Department shall pay Sharp Performance the then-applicable fees described in an Order Form or Statement of Work, as applicable, in accordance with the terms set forth therein ("**Fees**"), including, for the avoidance of doubt, any fees incurred through the Department's use of a Platform exceeding a services capacity parameter specified on an Order Form.

6.2 Payment. Sharp Performance may choose to bill through an invoice, in which case, full payment for invoices issued in any given month must be received by Sharp Performance thirty (30) days after the mailing date of the invoice (unless otherwise specified on the applicable Order Form). Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum interest rate permitted by law, whichever is lower, plus all expenses of collection. In addition to any other remedies available, Sharp Performance may suspend Services in the event of payment delinquency.

6.3 Payment Disputes. If the Department/Customer believes that Sharp Performance has billed the Department/Customer incorrectly, the Department/Customer must contact Sharp Performance no later than thirty (30) days after the closing date on the first billing statement in which the alleged error or problem appeared in order to receive an adjustment or credit. Inquiries should be directed to Sharp Performance's support department or the applicable Account Manager.

6.4 Taxes. All Fees and other amounts payable by the Department/Customer under this Agreement are exclusive of taxes and similar assessments. The Department/Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by the Department/Customer hereunder, other than any taxes imposed on Sharp Performance's income.

6.5 No Deductions or Setoffs. All amounts payable to Sharp Performance hereunder shall be paid by the Department/Customer to Sharp Performance in full without any setoff, recoupment, counterclaim, deduction, debit or withholding for any reason except as may be required by applicable law.

6.6 Subpoena Expenses. If Sharp Performance has to provide information in response to a subpoena related to the Department's/Customer's account, then Sharp Performance may charge the Department/Customer for Sharp Performance's reasonable costs. Such charges may include fees for attorney and employee time spent retrieving records, preparing documents and participating in depositions or other legal process as well as other costs incurred in complying with such legal processes

7. TERM AND TERMINATION

7.1 Term. This Agreement shall remain in effect until its termination as provided below (the "Term"). The term of each Statement of Services shall begin on the applicable "Services Effective Date" and continue for the "Service Term," in each case as specified in such Statement of Services. The Term may renew upon agreement of the parties. This Agreement and each Order Form will renew only upon agreement of the parties prior to the termination date of the initial Order Form. The parties may agree, by amendment, to continue the Agreement under the original terms, or to adjust the original terms of the Agreement.

7.2 Termination. Sharp Performance may terminate this Agreement upon written notice to the Department/Customer if no Statement of Services is in effect. In addition to any other remedies it may have, either party may also terminate this Agreement upon written notice if the other party fails to pay any amount when due or otherwise materially breaches this Agreement and fails to cure such breach within thirty (30) days or as agreed upon by both parties after receipt of written notice of such breach from the non-breaching party. Notwithstanding the foregoing, if the Department/Customer is a state agency or a political subdivision of a state, or a federal agency or a political subdivision of the federal government, or a public entity, the Department/Customer may terminate this Agreement at any time (i) for convenience upon ninety (90) days' written notice to Sharp Performance, or (ii) if adequate funds to pay Sharp Performance all fees owed hereunder are not appropriated to such the Department/Customer during the Term, unless otherwise authorized by law; provided, it is expressly agreed that the Department/Customer shall not activate this non-appropriation provision for its convenience, substitution with another procurement system or solution, or to circumvent the requirements of this Agreement in any way. Sharp Performance reserves the right to terminate this agreement in the event of a merger, reorganization, consolidation, sale of assets, bankruptcy, and/or dissolution of Sharp Performance.

7.3 Effect of Termination. Upon termination of the Agreement, each outstanding Statement of Services, if any, shall terminate and the Department/Customer shall immediately cease all use of, and all access to, the Subscription Services and Sharp Performance shall immediately cease providing the Professional Services. If (i) Sharp Performance terminates this Agreement pursuant to the second sentence of Section 7.2, or (ii) the Department/Customer terminates this Agreement pursuant to clause (i) of the last sentence of Section 7.2, all Fees that are earned to the date of termination will become immediately due and payable. .

7.4 Survival. Sections [3.1, 4–6, 7.2, 7.4, 9–12, 14-17] shall survive any termination or expiration of this Agreement. All other rights and obligations shall be of no further force or effect.

8. WARRANTY AND DISCLAIMER

8.1 Warranties. Sharp Performance represents and warrants that it will perform the Professional Services in a professional and workmanlike manner. Each party represents and warrants that it has the legal power to enter into this Agreement. Additionally, the Department/Customer warrants that (i) the Department/Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the Department/Customer Data that is placed on, transmitted via or recorded by a Platform and the Services; (ii) the provision and use of the Department/Customer Data as contemplated by this Agreement and each Platform and the Services does not and shall not violate any the Department's/Customer's privacy policy, terms-of-use or other agreement to which the Department/Customer is a party or any law or regulation to which the Department/Customer is subject to; and (iii) none of the Department/Customer Data will include social security numbers or other government- issued identification numbers, financial account numbers, credit card or debit card numbers, credit report information or other personal financial information, health or medical information or other information that is subject to international, federal, state, or local laws or ordinances now or hereafter enacted regarding data protection or privacy, including, but not limited to, the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, the Fair Credit Reporting Act, the Children's Online Privacy Protection Act and the Gramm-Leach-Bliley Act.

8.2 Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN OR IN A STATEMENT OF SERVICE, SHARP PERFORMANCE DOES NOT WARRANT THAT ACCESS TO THE PLATFORMS, SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES SHARP PERFORMANCE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. FURTHER, SHARP PERFORMANCE MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SERVICES PROVIDED BY THIRD PARTY TECHNOLOGY SERVICE PROVIDERS RELATING TO OR SUPPORTING A PLATFORM, INCLUDING HOSTING AND MAINTENANCE

SERVICES, AND ANY CLAIM OF THE DEPARTMENT/CUSTOMER ARISING FROM OR RELATING TO SUCH SERVICES SHALL, AS BETWEEN SHARP PERFORMANCE AND SUCH SERVICE PROVIDER, BE SOLELY AGAINST SUCH SERVICE PROVIDER. THE PLATFORMS, SOFTWARE AND SERVICES ARE PROVIDED "AS IS," AND SHARP PERFORMANCE DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9. **INDEMNITY**. The parties agree to seek indemnification to the extent allowable under applicable State law and Federal law.

10. **LIMITATION OF LIABILITY**. IN NO EVENT WILL (I) SHARP PERFORMANCE'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY EXCEED IN THE AGGREGATE THE TOTAL FEES PAID OR OWED BY THE DEPARTMENT/CUSTOMER AND VENDORS HEREUNDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM (SUCH AMOUNT BEING INTENDED AS A CUMULATIVE CAP AND NOT PER INCIDENT), AND (II) EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL,

COVER, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS AND DISCLAIMERS SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW. THIS EXCEPTION DOES NOT APPLY TO INFRINGMENT CLAIMS.

11. **GOVERNING LAW AND DISPUTE RESOLUTION**. This Agreement is governed in all respects by the laws of the State of California, without giving effect to its rules relating to conflict of laws. Any action at law, suit in equity, or judicial proceeding arising out of this Agreement shall be instituted and maintained only in the Superior Court for the state or federal courts in Riverside County, California. Neither any adoption of the Uniform Computer Information Transactions Act nor the U.N. Convention on the International Sale of Goods applies to this Agreement or to the rights or duties of the parties under this Agreement. Prior to and as a condition of either Party's filing suit in state or federal court, the Parties shall engage in non-binding mediation conducted under the auspices of JAMS or other mutually agreeable dispute resolution service and in accordance with the California Rules of Court. The Parties shall mediate in good faith until settlement is reached or an impasse is declared by the mediator.

12. **SECURITY**. Sharp Performance may, from time to time, host and/or maintain a Platform using a third-party technology service provider. The Department acknowledges that Sharp

Performance cannot offer any additional or modified procedures other than those put in place by such technology provider with respect to such technology service.

13. **PUBLICITY**. The Department/Customer agrees that Sharp Performance may identify the Department/Customer in Sharp Performance's promotional materials. The Department/Customer may request that Sharp Performance stop doing so by submitting an email to ben@sharpperformance.tech at any time. The Department/Customer acknowledges that it may take Sharp Performance up to 30 days to process such request. Notwithstanding anything herein to the contrary, The Department/Customer acknowledges that Sharp Performance may disclose the existence and terms and conditions of this Agreement to its advisors, actual and potential sources of financing and to third parties for purposes of due diligence.

14. **NOTICES**. All notices, consents, and other communications between the Parties under or regarding this Agreement must be in writing (which includes email and facsimile) and be addressed according to information provided on an Order Form. All notices, consents and other communications between the parties under a Statement of Services will be sent to the recipient's address specified thereon. All communications will be deemed to have been received on the date actually received. Either Party may change its address for notices by giving written notice of the new address to the other party in accordance with this Section.

15. **FORCE MAJEURE**. Sharp Performance is not responsible nor liable for any delays or failures in performance from any cause beyond its control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, acts or omissions of third party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, weather conditions or acts of hackers, internet service providers or any other third party or acts or omissions of the Department/Customer or any Authorized User.

16. **ASSIGNMENT**. Neither party may assign this Agreement to any third party without the prior written consent of the other; provided that no consent is required in connection with an assignment to an affiliate or in connection with any merger, reorganization, consolidation, sale of assets or similar transaction. For the avoidance of doubt, a third-party technology provider that provides features or functionality in connection with a Platform shall not be deemed a sublicensee under this Agreement. This Agreement is binding upon and insures to the benefit of the Parties and their respective permitted successors and assigns.

17. GENERAL PROVISIONS. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement, together with Statement of Services entered into hereunder and all exhibits, schedules, annexes, and addenda hereto and thereto is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement, and neither party has authority of any kind to bind the other party in any respect whatsoever. In the event of a conflict between this Agreement and any Statement of Services, such Statement of Services shall prevail unless otherwise expressly indicated in this Agreement or such Statement of Services. The heading references herein are for convenience purposes only and shall not be deemed to limit or affect any of the provisions hereof. Unless otherwise indicated to the contrary herein by the context or use thereof: (i) the words "hereof," "hereby," "herein," "hereto," and "hereunder" and words of similar import shall refer to this Agreement as a whole and not to any particular Section or paragraph of this Agreement; (ii) the words "include," "includes" or "including" are deemed to be followed by the words "without limitation;" (iii) references to a "Section" or "Exhibit" are references to a section of, or exhibit to this Agreement; and (iv) derivative forms of defined terms will have correlative meanings. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the undersigned execute this instrument as of the day and date first above written.

SHARP PERFORMANCE, INC. ________________________________

By: ____________________________ By: ______________________________

Name: Benjamin Curley Name: ____________________________

Title: CEO/President Title: ______________________________

Date: ____________________________ Date: ______________________________

7725 W. North Avenue
Wauwatosa, WI 53213

Wauwatosa, WI

Staff Report

File #: 26-1057 **Agenda Date:** 7/21/2026 **Agenda #:** 3.

Recommendation for adoption of an Innovation Grant Spending Policy

Submitted by:
John Ruggini
Department:
Finance Department

A. Issue

The City of Wauwatosa was awarded $22.8 million as an Innovation Grant in recognition of its merger of the Fire Department with the City of West Allis. The grant provides $4,563,070 annually for five years. As a significant one-time revenue, it is important to develop a spending plan.

B. Background/Options

The City has been awarded a state innovation grant that will provide $4,563,070 per year for the next five years (more than $22.8 million total) as an incentive for merging the City's fire department with the City of West Allis into the Milwaukee Metro Fire and Rescue Corporation. Similar to when the City received American Rescue Plan funds in 2021, it is important for the City to develop a spending plan that prioritizes long-term financial sustainability and is consistent with the City's One-time Revenue and Financial Resiliency policies.

The One-Time Revenue Policy establishes that, "One-time revenues will always be used for one-time expenditures as opposed for on-going operations". The Financial Resiliency Policy calls for the City to add fire vehicles to the vehicle replacement fund as part of identifying strategies to limit expenditure growth for long-term financial health.

I recommend that the Common Council allocate these funds to three priorities consistent with these policies.

1. **One-time Milwaukee Metro Fire and Rescue Corporation start-up costs.**

   The Innovation Grant was awarded for the City's joint fire merger with West Allis. However, the full amount is not guaranteed. The amount Metro Fire charges the cities (its net cost) cannot exceed 115% over five years. There are one-time costs that will be incurred. In order to enable Metro Fire to remain within that cost restraint, it is financially advantageous for the City to utilize a portion of the innovation grant for <u>one-time</u> start-up costs.

   In addition, our fire department employees are working through a significant amount of change to create a brand-new merged department. While this will provide exciting new opportunities, it is a challenging endeavor. The fire service is unique and special in many ways - one of which is the way firefighters live and work together. We are asking them to change a working and living tradition that has been established for over 100 years. We should provide them the resources needed, to the extent we can, to maximize the success for this change. However, since this is a one-time revenue it can not be used for compensation or play a role in union negotiations.

While these are still being identified, examples include:

- Branding the new department including new vehicle wraps, uniforms, patches etc. and making this change all at once as opposed to phased in over time.
- Capitalizing a worker compensation reserve so that Metro Fire can be self-insured and avoid an approximately $100,000 insurance premium increase.
- Implementation costs for a new records management electronic system that will provide a fire-specific system which will improve operational efficiency and also decrease cost.
- Remodeling needed to accommodate a larger command staff then any single fire station can currently accommodate which will improve developing a unified leadership culture and structure.
- Yet-to-be identified costs associated with a possible fire-only merged dispatch center.
- Training facility capital improvements

I recommend $5.0 million be set aside for one-time start-up costs.

2. "Solid Financial Footing" costs for Milwaukee Metro Fire and Rescue Corporation.

Levy limits have restricted the City's ability to improve long-term financial resiliency of all City departments, but the Fire Department in particular, due to the limited levy reduction opportunities resulting from their personnel intensive operations and staffing structure. Consistent with the Financial Resiliency policy directive to consider foresight in our financial decision making, staff recommend reserving a portion of the Innovation Grant for initiatives that would strengthen the long-term financial position of Metro Fire. Possible examples include:

- Capitalizing a vehicle replacement fund so that Metro Fire doesn't need to borrow and incur interest costs. This is a strategy specifically called for in our Financial Resiliency Policy
- Pre-funding retiree health obligations for current City of Wauwatosa fire employees
- Making capital improvements that reduce operational expenses

I recommend $5.0 million be set aside for solid financial footing initiatives.

3. Contribution towards Library remodel.

It should be recognized that just as our firefighters and command staff are being asked to transition to a new department, our community is also being asked to sacrifice an important source of home-town pride. While we believe Metro Fire will provide a higher level of service that is more financially resilient, a fire truck with the "Tosa Fire" logo will no longer appear in our 4th of July parade and firefighters with the "Tosa Fire" patch will no longer grace other community events. In order to recognize this sacrifice, staff recommend committing a portion of the innovation grant to the Library remodel. The library is also a source of pride for the community. It is one of the most joyful and inclusive gathering spots in the community with a similar proud history. It seems fitting that funds gained through community sacrifice be used to enhance another community asset that all community members can enjoy.

I recommend $12.8 million be set aside for the Library remodel project.

It is important to note the $22.3 million is not guaranteed. Metro Fire must annually renew its eligibility by remaining within 115% of the 2025 budget. While we fully expect to qualify for all 4 remaining payments, in the event the City does not receive the full $22.3 million, I recommend the priorities be funded in the order presented so any shortfall would first be deducted from the amount set-aside for the Library project.

Should the City not spend the full $10.0 million for the Metro Fire one-time startup and strong financial footing costs within 5 years, staff will return to the Common Council with further recommendations.

C. Strategic Plan (Area of Focus)

Priority Area Two: Public Safety
Priority Area Five: Quality of Life

D. Fiscal Impact

There is no negative fiscal impact. The funds set-aside for the Fire Department will likely reduce the annual cost charged to the City and the $12.8 million for the Library remodel will result in reducing the projected monthly property tax impact by approximately $1.44 as $8 million was already assumed in the financial modeling.

E. Recommendation

I recommend assigning $5.0 million of the Innovation Grant to Metro Fire one-time start-up costs, $5.0 million towards Metro Fire strong financial footing initiatives and $12.8 million towards the Library remodel project. Should less then $22.8 million be received, the amount dedicated to the Library remodel will be adjusted accordingly. After five years, should the amounts dedicated to Metro Fire not be spent or designated, staff will recommend alternate uses to the Common Council.