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Jonathan Altenberg
President & CEO

Mr. Greg Buckley
City Manager
City of Two Rivers
1717 E. Park Street
Two Rivers, WI 54241

Dear Mr. Buckley:

The Great Lakes and St. Lawrence Cities Initiative is pleased to support the City of Two Rivers in advancing the project Creating a Resilient Waterfront Parkland in Two Rivers. This builds on our previous support and continues efforts under our Resilient Coastal Projects Initiative (RCPI) to assist our members in advancing coastal resilience projects along their shorelines.

This letter constitutes an agreement between the Great Lakes and St. Lawrence Cities Initiative (Cities Initiative) and the City of Two Rivers (City) to collaborate in advancing the next phase of the project entitled Creating a Resilient Waterfront Parkland in Two Rivers (Project). The City has contracted with Stantec Consulting Services Inc. (Stantec) to carry out a scope of work to address impacts along an approximately 3.2-mile section of shoreline located south of the Two Rivers Harbor. The contract (contract) includes green infrastructure design and a coastal study to develop solutions that address problems identified by the City. The contract also includes project management, grant administration and reporting, ecological restoration, and community engagement throughout the project. The timeframe for the contract is approximately January through May 2025. The City's contract with Stantec, dated ____, is attached and incorporated by reference to this agreement.

The total fee to be paid by the City to Stantec is \$405,354. Funding for the contract is provided by three sources: The Cities Initiative under a grant from the National Fish and Wildlife Foundation (NFWF)-National Coastal Resilience Fund (NCRF, \$135,000); a grant to the City from NFWF-Sustain Our Great Lakes Program (SOGL, \$204,354); and a grant to the City from the Fund for Lake Michigan (FFLM, \$66,000). The Cities Initiative funding (\$135,000) is directed solely to Task 3 in the approved scope of services, Coastal Study for Shoreline Stabilization and Reduced Maintenance Dredging. The budget for this task is \$193,574 and is also supported by the SOGL and FFLM grants (\$15,574 and \$43,000, respectively).

Please be advised that the contract and terms between all parties must comply with the terms and conditions in the Cities Initiative's agreement with NFWF. These obligations include but are not limited to the following:

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.

2.3. 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.

2.5.2. 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.

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.

For purposes of resolving disputes, conflicts or breach to any terms and conditions, the jurisdiction shall reside in Illinois.

The Cities Initiative and the City agree to the following specific conditions and arrangements for administering the Cities Initiative's funding to support the project:

- The City is responsible for the contract with Stantec and the conditions and stipulations contained therein. The City is also responsible for the NFWF-SOGL and FFLM grants and the conditions and stipulations therein.
- The City is the overall manager of the project, including coordinating with Stantec, the Cities Initiative, other project funders and interested parties.
- The City will include the Cities Initiative, through its designated representative, in all relevant project meetings, communications, events and related activities to ensure effective engagement and consultation during the course of the project.
- The Cities Initiative commits up to \$135,000 for the project to be directed to Task 3, as described above. The City will arrange with Stantec to receive monthly invoices for services under the contract that itemize charges separately for work performed on Task 3. Upon approval by the City and the Cities Initiative, the City shall invoice the Cities Initiative for 70 percent of the Task 3 charges, with the remaining fee to be covered by the other Task 3 funding sources, as outlined above. Due to the cost reimbursement process under the Cities Initiative's NFWF-NCRF grant, the Cities Initiative will provide payment for invoices from the City within 60 days. The City shall be responsible for all payments to Stantec under the contract.
- No changes will be made to the overall project schedule, or the Task 3 services or budget, without approval by the Cities Initiative, which will review, comment on, and approve all Task 3 deliverables.
- City shall provide the technical and administrative staff support, and overall direction and engagement needed to ensure the project proceeds effectively and achieves the desired outcomes and deliverables within the approved budget and schedule.

- After consultation and approval from the City, the Cities Initiative will be contracting separately with an entity to carry out community engagement activities in support of the project. This contract, scope of services and budget are separate and above that associated with the Stantec contract and the Cities Initiative's funding for Task 3 activities. The City commits to integrating the community engagement activities into the overall project, coordinating with the contracted entity, and utilizing support from Stantec under Task 6 of the contract, Stakeholder Engagement, to provide appropriate support and materials for the community engagement activities.
- The Cities Initiative and the City agree that all project materials, deliverables, announcements, and external communications shall list and recognize each entity and include their logos, along logos from the project funders, as appropriate.
- The Cities Initiative and the City agree to collaborate during and following the project to pursue funding and related support to advance the project to final design and implementation.

If this agreement is acceptable, please sign below and we will move forward with the provisions of this agreement and the overarching project process and schedule. If you have questions, please contact Bridget Brown, our Chief Operations and Programs Officer, at Bridget.Brown@glslcities.org. We are pleased to be able to support the City of Two Rivers in advancing this important project.

Sincerely,

Jon Altenberg
President and CEO

Signed on behalf of the City of Two Rivers:

Greg Buckley
City Manager
Date: