

(ATTACHMENT 8) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

Contract Requisition Number: CR056662

Contract Number: C030846

Vendor Number: V0486930

MILWAUKEE BOARD OF SCHOOL DIRECTORS PROFESSIONAL SERVICES CONTRACT

This Contract is being entered into this 1st day of September, 2022, by and between **Medical College of Wisconsin Inc.** (“Contractor”) and Milwaukee Board of School Directors (“MPS”).

1. SCOPE OF SERVICES

Contractor shall specifically perform the following tasks:

Dr. Kirsten Beyer on behalf of the Contractor, shall lead a team at the Medical College of Wisconsin to evaluate a program proposed by MPS and partners to enhance children’s healthy learning environments in Milwaukee, WI.

Please see Exhibit A for further details.

Contractor shall provide, at its own expense, all personnel, supplies, and equipment required to perform the services under this Contract.

2. TERM

This Contract shall be in effect September 1, 2022 through June 30, 2024.

No work shall commence before a Contractor receives a fully executed Contract and has been given approval to proceed. Any work performed by the Contractor prior to obtaining a fully-executed Contract with approval to proceed shall not be compensated pursuant to this Contract. Any continuation of the Contract beyond this term must be set forth in writing and signed by the original signatories to the Contract.

3. COMPENSATION

Total compensation under this Contract shall not exceed \$69,341.00.

MPS reserves the right to determine in its sole discretion whether services have been adequately and fully delivered; to withhold payment until services are fully and adequately delivered; or to disallow a pro rata share of payments for services not fully and adequately delivered.

Milwaukee Public Schools does not pay in advance for services. No payment shall be made until a properly submitted invoice is approved. Invoices shall be submitted to:

Curriculum & Instruction
ATTN: Brett Fuller
5225 W Vliet Street
Milwaukee, WI 53208

A properly submitted invoice must include a detailed description of the dates and times worked, and the tasks performed. As a matter of practice, MPS attempts to pay all invoices in 30 days. It is mutually agreed that State Prompt pay law does not apply to this Contract.

Unless otherwise specified, MPS shall not pay invoices submitted more than 60 days after actual work. In the case of grant funding, no payments shall be made after grant close out. Final invoices must be marked as such.

4. NON APPROPRIATION OF FUNDS

This Contract is contingent upon the appropriation of sufficient funds by appropriate MPS officials. If funds are not appropriated, Contractor agrees to take back any commodities furnished under the Contract, terminate any services supplied to MPS under the Contract, and relieve MPS of any further obligations under the Contract.

5. NON-DISCRIMINATION

In the performance of work under this Contract, Contractor shall not discriminate in any way against any employee or applicant for employment on the basis of a person’s sex, race, age, religion, national origin, ancestry, creed, pregnancy, marital or parental

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status, sexual orientation, disability, or socio-economic status. This prohibition includes but is not limited to employment; promotions, demotions and transfers; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. Contractor is required to include a similar provision in all subcontracts to this Contract.

If MPS determines Contractor has violated this non-discrimination policy, MPS may terminate this Contract without liability for undelivered services or materials. MPS may also deem the Contractor ineligible to participate in future contracts with MPS.

6. INDEMNITY

Notwithstanding any references to the contrary, Contractor assumes full liability for all of its acts or omissions in the performance of this Contract, as well as the acts or omissions of its subcontractors. Contractor shall indemnify and hold harmless MPS, its agents, officers and employees against all liabilities, losses, judgments, decrees, costs, and expenses that may be claimed against MPS as a result of granting of this Contract to said Contractor, or that may result from the carelessness or neglect of said Contractor, its agents, or employees. If judgment is recovered against MPS in suits of law or equity for any reason, including by reason of the carelessness, negligence, or acts or omissions of the Contractor, against such persons, firms or corporations carrying out the provisions of the Contract for the Contractor, the Contractor assumes full liability for such judgment, not only as to any monetary award, but also as to the costs, attorneys' fees or other expenses resulting therefrom.

In accordance with applicable laws, MPS shall be responsible for defending and paying judgments on behalf of its officers, employees and agents while acting within the scope of their employment or agency for any claims that may arise out of MPS's negligence for acts, policies, or directives that affect the activities covered by this Contract.

7. BACKGROUND CHECKS

Contractor will conduct, at Contractor's expense, a criminal information records background check, (hereinafter referred to as "background check"), through the Wisconsin Department of Justice and other appropriate states' agencies, on all current and potential administrators, board members, officers, and employees who have, or who are anticipated to have, "direct, unsupervised contact" with MPS students in the performance of this Contract.

An out of state background check should be completed in the state(s) in which the individual resided for at least six months within the last two years and was eighteen years or older at the time.

Contractor will submit to MPS's Department of Employment Relations (DER), (via mail to Milwaukee Public Schools Background Checks, Attn: Department of Employment Relations, Room 116, 5225 West Vliet Street, Milwaukee, WI 53208, or via email at 564@milwaukee.k12.wi.us), all completed background checks. Such records will be reviewed and MPS will notify Contractor of any individual(s) who, based on MPS standards, are unfit and should not have contact with MPS students. All determinations made by MPS with regards to whether an individual is fit to provide services pursuant to this Contract are made in MPS's sole discretion.

The following will each be a material failure to comply with the terms of this Contract and cause for immediate termination of this Contract by MPS: failure to perform background checks as outlined in this Section 7; failure to submit background checks to MPS as outlined in this Section 7; allowing services to be provided by an individual who has not been subjected to a background check; and allowing services to be performed by an individual who has been determined to be unfit by MPS as outlined in this Section 7.

8. INSURANCE AND PROOF OF FINANCIAL RESPONSIBILITY

Contractor understands and agrees that financial responsibility for claims or damages to any person, or to Contractor's employees and agents, shall rest with the Contractor. Contractor and its subcontractors shall effect and maintain any insurance coverage, including, but not limited to, Workers' Compensation, Employers' Liability, General Liability, Contractual Liability, Automobile Liability and Umbrella Liability to support such financial obligations. The indemnification obligation, however, shall not be reduced in any way by existence or non-existence, limitation, amount or type of damages, compensation, or benefits payable under Workers' Compensation laws or other insurance provisions.

The minimum limits of insurance required of the Contractor by MPS shall be:

| | |
|-----------------------|--|
| Workers' Compensation | Statutory Limits |
| Employers' Liability | \$100,000 per occurrence |
| General Liability | \$1,000,000 per occurrence/\$2,000,000 aggregate |
| Auto Liability | \$1,000,000 per occurrence |

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Umbrella (excess) Liability

\$1,000,000 per occurrence

The Milwaukee Board of School Directors shall be named as an additional insured under Contractor's and subcontractors' general liability insurance and umbrella liability insurance. Evidence of all required insurances of Contractor shall be submitted electronically to MPS via its third party vendor, EXIGIS Risk Management Services. Waivers and exceptions to the above limits will be in the sole discretion of MPS and shall be recorded in the EXIGIS system, which records are incorporated into this Contract by reference. The certificate of insurance or policies of insurance evidencing all coverages shall include a statement that MPS shall be afforded a thirty (30) day written notice of cancellation, non-renewal or material change by any of Contractor's insurers providing the coverages required by MPS for the duration of this Contract.

9. SHIPPING /TAXES

If goods are provided pursuant to this Contract, please note that MPS is exempt from Federal Excise and Wisconsin Sales Taxes. All vendor quotes, bids and invoices must include delivery FOB destination to the MPS location receiving the goods and freight must be prepaid. This means any freight, shipping, processing, handling or like charges must be part of a unit price. Any separate line items for freight, shipping, processing, handling or like charges listed on an invoice will be deleted and NOT PAID.

All textbook purchases shall be governed by the terms and conditions in the Milwaukee Board of School Directors' Textbook Contract, which provides that textbooks shipped to MPS or its schools must be done at no additional charge to MPS or its schools.

MPS reserves the right to reject any items that do not conform to the bid, quote or Purchase Order. All return freight charges associated with the rejected materials shall be borne by the vendor.

10. IRREPARABLE HARM

It is mutually agreed the breach of this Contract on Contractor's part shall result in irreparable and continuing damage to MPS for which money damages may not provide adequate relief. Therefore, the breach of this Contract on Contractor's part shall entitle MPS to both preliminary and permanent injunctive relief and money damages insofar as they can be determined under the circumstances.

11. TERMINATION BY CONTRACTOR

Contractor may, at its option, terminate this Contract upon the failure of MPS to pay any amount, which may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, Contractor shall be paid the compensation due for all services rendered through the date of termination including any retainage.

12. TERMINATION BY MPS - BREACH BY CONTRACTOR

If Contractor fails to fulfill its obligations under this Contract in a timely or proper manner, or violates any of its provisions, MPS shall thereupon have the right to terminate it by giving five (5) days written notice before the effective date of termination of the Contract, specifying the alleged violations, and effective date of termination. The Contract shall not be terminated if, upon receipt of the notice, Contractor promptly cures the alleged violation with five (5) days. In the event of termination, MPS will only be liable for services rendered through the date of termination and not for the uncompleted portion, or for any materials or services purchased or paid for by Contractor for use in completing the Contract.

13. TERMINATION BY MPS

MPS further reserves the right to terminate this Contract at any time for any reason by giving Contractor written notice by Registered or Certified Mail of such termination. MPS will attempt to give Contractor 20 days' notice, but reserves the right to give immediate notice. In the event of said termination, Contractor shall reduce its activities hereunder, as mutually agreed to, upon receipt of said notice. Upon said termination, Contractor shall be paid for all services rendered through the date of termination, including any retainage. This section also applies should the Milwaukee Board of School Directors fail to appropriate additional monies required for the completion of the Contract.

14. INDEPENDENT CONTRACTOR

Contractor agrees and stipulates that in performing this Contract, it is acting as an Independent Contractor, and that no relationship of employer and employee, partnership or joint venture is created by this Contract. Contractor has exclusive control over work hours, location, and other details of such services, and MPS's sole interest is to ensure that said service shall be performed and rendered in a competent, safe, efficient, timely and satisfactory manner in accordance with the terms of this Contract.

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Contractor has the sole obligation to provide for and pay any contribution or taxes required by federal, state or local authorities imposed on or measured by income. Contractor specifically covenant not to file any complaint, charge, or claim with any local, state or federal agency or court in which Contractor claims to be or to have been an employee of MPS during the period of time covered by this Contract and that if any such agency or court assumes jurisdiction of any complaint, charge or claim against MPS on Contractor's behalf, Contractor will request such agency or court to dismiss such matter. MPS shall not be charged any obligation or responsibility whatsoever of extending any fringe benefits which may be extended to MPS employees, including any insurance, or pension plans.

Contractor further agrees that MPS is not to be charged with the obligation or responsibility of extending any fringe benefits such as hospital, medical and life insurance, or pension plans which may be extended to employees of MPS from time-to-time and further agree to indemnify and hold harmless MPS and all its employees, officers and agents from any liability for personal injuries, including death, or for damage to or loss of personal property, which might occur as a result of the performance of the services provided for under this Contract.

15. ASSIGNMENT LIMITATION

This Contract shall be binding upon and inure to the benefit of the parties and their successors and assigns; provided, however, that neither party shall assign its obligations hereunder without the prior written consent of the other.

16. PROHIBITED PRACTICES

- A. Contractor during the period of this Contract shall not hire, retain or use for compensation any member, officer, or employee of MPS to perform services under this Contract, or any other person who, to the knowledge of Contractor, has a conflict of interest.
- B. Contractor hereby attests it is familiar with MPS's Code of Ethics, providing in pertinent part, "[a]n employee of Milwaukee Public Schools may not accept any gift or gratuity in excess of \$25.00 annually from any person, persons, group or any firm which does business with or is attempting to do business with MPS."
- C. No person may enter into this Contract for services that the MPS employee would otherwise perform as an employee.
- D. No current or former MPS employee may perform services on a professional services contract without the prior written consent of the MPS Chief Human Capital Officer or his/her designee.
- E. If the Contract is for apparel for \$5,000.00 or more, the Contractor agrees to provide only items manufactured by responsible manufacturers. Contractor is required to include a similar provision in all subcontracts to this Contract.

17. LIVING WAGE REQUIREMENT

Contractor shall comply with, and ensure its subcontractors performing work under this Contract comply with, Milwaukee Board of School Directors' Administrative Policy 3.09(17), which requires that employees be paid a "living wage."

18. NOTICES

Notices to either party provided for in this Contract shall be sufficient if sent by Certified or Registered mail, postage prepaid, addressed to the signatories on this Contract, or to their designees.

19. WAIVER

The waiver or failure of either Party to exercise in any respect any rights provided for in this Contract shall not be deemed a waiver of any further right under this Contract.

20. INTEGRATION / SEVERABILITY

This Contract and its exhibits and addenda, if any, constitute the entire Contract among the Parties with respect to the subject matter hereof and supersede all prior proposals, negotiations, conversations, discussions and Contracts among the Parties concerning the subject matter hereof. No amendment or modification of any provision of this Contract shall be effective unless the same shall be in writing and signed by both Parties.

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The District shall not be bound by any terms and conditions included in of Contractor's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained herein.

If any term or provision of this Contract should be declared invalid by a court of competent jurisdiction or by operation of law, the remaining terms and provisions of this Contract shall be interpreted as if such invalid Contracts or covenants were not contained herein.

21. CHOICE OF LAW & FORUM

The state courts of Wisconsin shall be the sole forum for all disputes arising of this Contract. The validity, construction, enforcement and effect of this Contract shall be governed solely by the laws of the State of Wisconsin.

22. TIMING

Time is of the essence in this Contract.

23. CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

Contractor certifies that neither Contractor or its principals; its subcontractors or their principals; the sub-recipients (if applicable) or their principals are suspended, debarred, proposed for debarment, voluntarily excluded from covered transactions, or otherwise disqualified by any federal department or agency from doing business with the Federal Government pursuant to Executive Orders 12549 and 12689. Contractor specifically covenants that neither the Contractor or its principals, its sub-contractors or their principals, or the sub-recipients (if applicable) or their principals are included on the Excluded Parties List System ("EPLS") maintained by the General Services Administration ("GSA").

24. FORCE MAJEURE

MPS will not be liable to pay Contractor for any work that the Contractor is unable to perform due to act of God, riot, war, civil unrest, flood, earthquake, outbreak of contagious disease or other cause beyond MPS's reasonable control (including any mechanical, electronic, or communications failure, but excluding failure caused by a party's financial condition or negligence).

25. STUDENT DATA

Contractor acknowledges that student data is protected by both federal and state law. *See* Wis. Stat. § 118.125; 20 U.S.C. § 1232g(b); 34 C.F.R. § 99.1 *et seq.* If MPS determines that Contractor has disclosed any student record information in violation of either federal or state law, without prejudice to any other rights or remedies the MPS may have, MPS shall be entitled to immediately terminate this and every other existing Contract without further liability. Moreover, MPS may bar Contractor from future MPS contracts for varying periods up to and including permanent debarment.

26. NON-DISCLOSURE

Absent prior written consent of the person listed in Section 3 or his/her designee, Contractor shall not: (1) disclose, publish, or disseminate any information, not a matter of public record, that is received by reason of this Contract, regardless of whether the Contractor is or is not under contract at the time of the disclosure; or (2) disclose, publish, or disseminate any information developed for MPS under this Contract. Contractor agrees to take all reasonable precautions to prevent any unauthorized use, disclosure, publication, or dissemination of the same information.

All information and any derivatives thereof, whether created by MPS or Contractor under this Contract remains the property of MPS and no license or other rights to such information is granted or implied hereby. For purposes of this Contract, "derivatives" shall mean: (i) for copyrightable or copyrighted material, any translation, abridgment, revision, or other form in which an existing work may be recast, transformed, or adapted; and (ii) for patentable or patented material, any improvement thereon.

Within ten business days of the earlier of receipt of MPS' written or oral request, or final payment, Contractor will return all documents, records, and copies thereof it obtained during the development of the work product covered by this Contract.

27. MPS LOGO/PUBLICITY

No Contractor shall use the MPS Logo in its literature or issue a press release about the subject of this Contract without prior written notice to and written approval of MPS's Executive Director of Communications & Outreach.

28. ORDER OF PRIORITY

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Should Contractor and MPS sign Contractor’s Contract in addition to this Contract, the terms set forth in this Contract shall govern in the event of a conflict.

29. PUBLIC RECORDS

Both parties understand that the Board is bound by the Wisconsin Public Records Law, and as such, all of the terms of this Contract are subject to and conditioned on the provisions of Wis. Stat. § 19.21, *et seq.* Contractor acknowledges that it is obligated to assist the Board in retaining and producing records that are subject to Wisconsin Public Records Law, and that the failure to do so shall constitute a material breach of this Contract, and that the Contractor must defend and hold the Board harmless from liability under the law. Except as otherwise authorized, those records shall be maintained for a period of seven years after receipt of final payment under this Contract.

30. CONTRACT COMPLIANCE REQUIREMENT

The HUB requirement on this Contract is 0%. The student engagement requirement of this Contract is 0 hours. The Career Education requirement for this Contract is 10 hours. Failure to achieve these requirements may result in the application of some or all of the sanctions set forth in Administrative Policy 3.10, which is hereby incorporated by reference.

IN WITNESS WHEREOF, the parties here to have executed this Contract on the day, month and year first above written.

CONTRACTOR (V0486930)

MILWAUKEE BOARD OF SCHOOL DIRECTORS

By: _____
Authorized Representative

By: _____
Janine Adamczyk
Director of Procurement & Risk Management

Date: _____

Date: _____

Medical College of Wisconsin Inc.
9200 W Wisconsin Avenue
Milwaukee, WI 53226
(414) 955-8203

By: _____
Keith P. Posley, Ed.D.
Superintendent of Schools

Date: _____

SSN / FEIN: XXXXXXXXXX

Budget Code: AMM-0-S-8Y2-OW-ECTS

By: _____
Robert E. Peterson, President
Milwaukee Board of School Directors

Date: _____

Reviewed by Insurance Compliance:

By: _____

Date: _____

Exhibit A
(ATTACHMENT 8) ACTION ON THE AWARD OF EXCEPTION-TO-BID REQUESTS

Scope of Work for EPA Healthy Learning Environments Project

PI: Kirsten Beyer

Project Duration: 6/1/2022-5/31/24

Funding Amount: \$69,341

Dr. Kirsten Beyer will lead a team at the Medical College of Wisconsin to evaluate the program proposed by Milwaukee Public Schools and partners to enhance children’s healthy learning environments in Milwaukee, WI. The MCW team has experience in both quantitative and qualitative research as well as the use of objective measurement approaches using mobile technology and wearable devices. The team is also well versed in community engaged research and has worked for several years with Milwaukee Public Schools and Reflo. The team will collect and analyze data to evaluate the program and provide summary results to the partner team throughout the program and a final report at the conclusion of the two-year grant period.

| MCW Team Activities | Timeline | Milestones |
|--|-------------------------|---|
| Collect air pollution, weather and surface temperature data at a sample of 10-15 schools slated for any form of schoolyard development. | 2022 | Air pollution, weather, and surface temperature data will be processed and mapped to illustrate spatial patterns of each on the schoolyard in advance of construction. |
| Develop (1) a questionnaire to measure environmental health literacy, among both students and teachers and (2) a set of interview questions to be used in conducting qualitative interviews with school staff to identify best practices for the construction of outdoor classrooms, traffic gardens, and other schoolyard features. | –June-July 2022 | Complete instruments will be finalized and approved via the MCW Institutional Review Board |
| Administer pre-program questionnaire via a web-based program to all teachers/staff undergoing professional development (PD) programming and all students enrolled in affected cohorts. Conduct 15 qualitative interviews with staff at schools that have already undergone schoolyard redevelopment and identify themes to define “exemplar” practices. | August - September 2022 | Quantitative data will be processed and analyzed to describe pre-program/baseline responses. Themes important for “exemplars” will be summarized and shared with Reflo to inform design considerations for future schoolyard redevelopments. |
| Collect post-construction air pollution, weather and surface temperature data at the schools with construction in the summer of 2022. Collect air pollution, weather and surface temperature data at a sample of 10-15 schools slated for any form of schoolyard | 2023 | Air pollution, weather, and surface temperature data will be processed and mapped to illustrate spatial patterns of each on the schoolyard. |

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|--|---------------------|---|
| development (i.e. green infrastructure, outdoor classroom, traffic garden) in the summer of 2023. | | Post-construction patterns will be compared to pre-construction patterns for the redeveloped schoolyards and the change will be mapped. |
| Administer post-program questionnaires to all participating teachers/staff and students | August - Sept 2023 | Data will be collected by the end of September 2023. |
| Analyze pre and post program questionnaire data to quantify pre-post change and summarize in a report. | Oct.2023 - May 2024 | A report detailing findings will be shared by May of 2024. |

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EPA Grant Application - MCW highlighted in green

1.0 Program Objectives

a. Project Summary Page

Project Title: Scaling Greener, Healthier Schools for Milwaukee's Low Income and Minority Communities

Project Location: Milwaukee Public Schools district, Milwaukee, WI 53208

Project's reach: Milwaukee Public Schools (MPS) has enrollment of 72,000 students as young as age three through grade 12 and spread across 159 schools.

Brief description: The project will align the School Health team's action plan with the outdoor learning environment to increase environmental health literacy.

Organization Name: Milwaukee Board of School Directors d.b.a. Milwaukee Public Schools

Address: 5225 West Vliet Street, Milwaukee, WI 53208

Contact Person: Dr. Keith P. Posley, Superintendent of Schools

Phone Number: 414-475-8001

Email Address: posleypk@milwaukee.k12.wi.us

Brief Description of Applicant Organization:

Milwaukee Public Schools (MPS) is the largest school district in the state of Wisconsin and is the 43rd largest school district in the nation. It is a diverse district that welcomes all students, preparing them for success in higher education, post-educational opportunities, work, and citizenship.

List of Project Partners:

Reflo, Medical College of Wisconsin, Wisconsin Bike Federation, Milwaukee Recreation

Project Abstract: Milwaukee Public Schools proposes to create a system of support to educate and train school staff and community members in how to use newly constructed green spaces, outdoor classrooms, traffic gardens, and fitness stations in MPS. Activities include creating and implementing professional development (PD), developing school health plans, collecting data to support environmental health literacy. The outputs/outcomes include completion of plans with goals, publications for PD, lessons learned document, and findings from the evaluation.

Need for this project: During the past year, the COVID-19 pandemic highlighted the importance of access to safe, outdoor greenspaces for MPS students. The pandemic inspired the district to incorporate outdoor learning into the schoolyards. Funding is in place for outdoor classrooms, traffic gardens, fitness stations, and increasing green space on the school schoolyards. School Health teams need support integrating redeveloped schoolyards into their School Health plan. An assessment of the last seven years of greener, healthier school project components will inform future projects and staff on how to promote environmental health literacy using the outdoor components as an extension of the classroom.

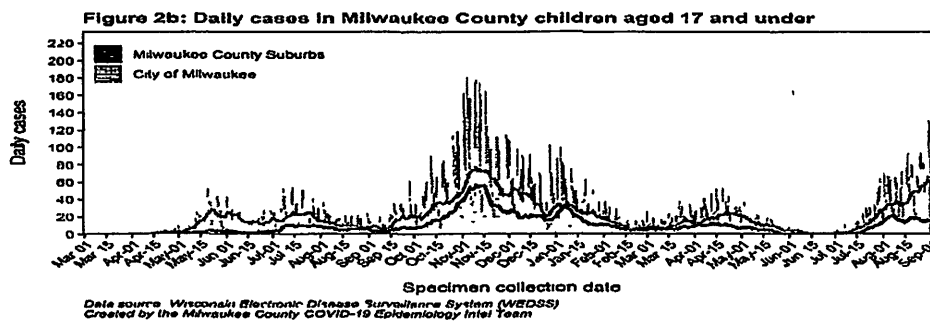
Health outcome disparities from pollution and/or the COVID-19 pandemic:

Children with underlying health conditions are at a higher risk of hospitalization and death. Pollution can cause a worsening of chronic health conditions including diabetes and asthma. Air pollution may contribute to COVID-19 severity by directly affecting the lungs' ability to clear pathogens and indirectly by exacerbating underlying heart or pulmonary diseases.

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COVID-19 death rates appear higher in densely populated urban areas, where COVID-19 can easily spread. Densely populated urban areas have some of the highest air pollution, which promotes viral spread. African Americans represent 28% of COVID-19 deaths in the United States, more than twice their population demographics.

As of September 7, 2021, according to the Milwaukee County Covid-19 Epidemiology Intel Team (co-lead by Dr. Kirsten Beyer, proposed evaluator), there were 12,561 cases, 294 hospitalizations, and 1 death among those 18 and under in the city of Milwaukee. In Milwaukee County, 49.3% of hospitalizations have occurred among Black/AA children, with 25.9% among Hispanic/Latinx children. Only 15.2% of hospitalizations are among non-Hispanic Whites. These percentages contrast with the distribution of cases by race and ethnicity, with 27.9% non-Hispanic White, 30.5% Hispanic, and 28.8% Black/AA among all cases aged 18 and younger. As shown in the figure below, COVID-19 is far from over in Milwaukee, with the total case counts as of September 7 increasing and similar to the highest counts in the pandemic, back in the fall of 2020 when Milwaukee Public Schools were not in session.



b 1 Describe and characterize the low-income and/or minority community

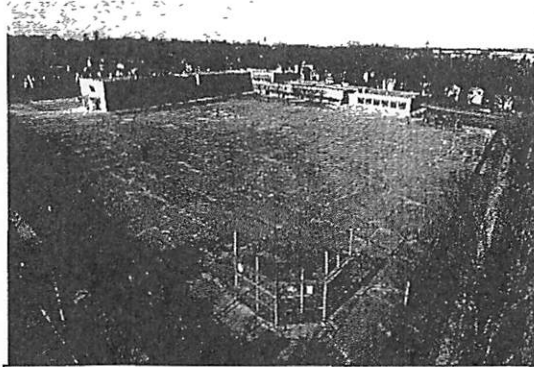
The community that Milwaukee Public Schools serves is the most segregated in the nation with a population of about 590,000. The demographic of the city is Black at 38%, White 35%, Hispanic 19%, Asian 4% and the rest other. Persons below the poverty line account for 22.4% of the city with most being children under the age of 18. It is the fifth most impoverished in the state.

Structural racism plays a large part in disparities in health outcomes. African Americans are far more likely to experience poverty, segregated populations, adverse housing conditions, crowded living environments, diminished access to health-promoting resources (i.e. healthcare and healthy food options), use of public transportation, employed in sectors requiring close interactions with others (i.e. food and service industries, sanitation, public transportation), and increased exposure to air pollution.

Climate change affects the physical and social environment in which children live, breathe, work, learn, and play and has multiple negative consequences on child health. Children are often exposed to harmful pollutants from industrial plants, heavy vehicular traffic, and leaking water lines. Given that the MPS student population is majority African American and serves a densely populated urban area, increasing greenspace in MPS will mitigate the environmental challenges faced by these populations.

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Further, greenspace is known to be associated with improved mental health. Especially given the impact of COVID-19 on school-aged children in terms of greatly reduced social interaction and disruptions to routines, interventions that improve children's mental health are critical. Increasing greenspace in schoolyards will invite more play and interaction while safely outdoors where COVID-19 transmission is low. MPS schools with previously asphalt-covered schoolyards will see mental and physical health benefits for the primarily low-income children they serve. Infant mortality is a key indicator of the overall health of a community. The most recent report on infant mortality rate in Milwaukee (2017 - <https://city.milwaukee.gov/ImageLibrary/Groups/healthAuthoits/ADMIN/PDFs/PressReleases/2017/FJMRReport2017FINAL.pdf>) shows that, "The stillbirth and infant mortality rates were two to three times higher among non-Hispanic Blacks than non-Hispanic Whites and Hispanics, respectively" (page 5). According to the County Health Rankings for the state of Wisconsin, Milwaukee county ranks 71 out of 72 counties in the state with a rank of 1 or 2 considered to be the healthiest. The ranking is based on a summary composite score calculated from the following measures: daily fine particulate matter, drinking water violations, severe housing problems, driving alone to work, and long commute while driving alone.



Kluge elementary schoolyard prior to redevelopment slated for 2023

b2. Include relevant information to give a complete picture of the impacted schools

Milwaukee Public Schools (MPS) has enrollment of nearly 72,000 students as young as age three through grade 12 and spread across 158 schools. The racial profile is 0.5% Native American, 51.3% African American, 27.2% Hispanic, 10.0% White, 7.6% Asian, Native Hawaiian or Other Pacific Islander – 0.1% and 3.3% Two or more. Four out of five students, about 82.6%, are economically disadvantaged.

Students with disabilities in MPS account for 21% of the student population. One disability is other health impairment. It means having limited strength, vitality, or alertness, including a heightened alertness to environmental stimuli, that results in limited alertness with respect to the educational environment, that is due to chronic or acute health problems such as asthma, attention deficit disorder or attention deficit hyperactivity disorder, diabetes, epilepsy, a heart condition, hemophilia, lead poisoning, etc.; and adversely affects a child's educational performance. Last year 2,457 students received Medicaid services through the district during the school year. For the children in Milwaukee County approximately 115,255 received Medicaid.

c.1 Project's reach

The project's reach includes Milwaukee Public schools that have grade levels including Kindergarten through eighth grade. This is a total of 104 sites. All sites will receive traffic gardens and fitness activity stations on their schoolyards. An additional 55 schools will receive

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outdoor classrooms. Approximately 72,000 students are enrolled in the 159 MPS schools and will be impacted by the project

MPS Before and After-School Programs regularly use the schoolyards and tot lots for programming. Many after-school programs have physical activity requirements that guide expectations around student movement and play. During the 2018/2019 and 2019/20 school years, before the COVID-19 pandemic, MPS Before/After-School programs served over 13,000 students annually. During the 2020/2021 school year, after-school participation dropped to just over 3,000 students.

c2. Explain the need for this project.

Research shows that children need access to green space for their emotional and physical well-being. Redeveloping the schoolyards with green infrastructure incorporates outdoor classrooms, fosters student engagement in transformation processes and environmental sciences, and increases stormwater retention and maintenance. MPS has increased green spaces which are available for use by city youth and the greater Milwaukee community, serving physical, social, and emotional benefits while decreasing pollution. This will set a new standard for schoolyards and the benefits it provides for the environment and the students. It will provide a more enriching academic experience for students and an enhanced physical environment for the community. Finally, getting kids out into the schoolyard to use outdoor classrooms, especially in green schoolyards, will decrease the likelihood of COVID-19 transmission.

Milwaukee Public Schools adopted the Student Nutrition and Wellness Policy in June of 2006 as part of the requirements for Federal Nutrition law Hunger-Free Kids Act of 2010, Section 204. Since that time MPS has required every school to create a school health team (SHT) to help reduce barriers to learning for students. The SHT must complete an annual needs assessment and create a school health plan that includes a physical activity goal, nutrition/nutrition education goal and one additional goal that is focused on a need of the school. The plans originally filled the Centers for Disease Control (CDC) Coordinated School Health model. When the CDC in partnership with ASCD updated their model to the Whole School Whole Community Whole Child (WSCC) model MPS followed suit. All schools use the WSCC model when developing their school health plans. Annually the school health plans are reviewed by the district Core Health Service Team (CHST). This team oversees the implementation of the school health plans and provides guidance and support. Children's Hospital of Wisconsin has provided technical assistance and support to schools in implementing WSCC. Even with the support of the CHST and Children's Wisconsin schools continue to have the need for support in understanding and implementing WSCC as part of their school health plans. In some years MPS has records of 80% or more schools with school health plans, in other years it has been 40%. Schools ask for exemplars of goals and strategies, they ask for community partner support, they look for resources and generally struggle with putting together a meaningful and realistic plan. Much of this is due to the nature of schools where there is annual staff turnover.

c3. Build upon or consider lessons learned from existing efforts.

MPS and its partners have implemented three successful annual cohorts of schoolyard redevelopment projects to date (14 holistic schoolyard redevelopment projects). The proposed project would allow for an in-depth assessment of the lessons learned and health impacts, while

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positioning the District to successfully scale up components of the schoolyard redevelopment initiative to support all 159 MPS schools

Additionally, MPS's CHST will work with community partners to create resources and trainings for staff to better implement school health plans that are directly aligned with redeveloped schoolyards. This will include:

- Development of a page on the MPS district website that provides information on how to safely use the green spaces at school sites. This will be available not only to the school staff but also community members
- Development of a three-tier professional development (PD) program where staff can choose the method of professional learning that best suits their needs and available time. The professional development will focus on how to use the green spaces, traffic gardens and fitness stations. There will be a second set of PD directly aligned to supporting school health teams in using the green infrastructure as part of their school health plans
 - Tier 1 - face to face PD
 - Tier 2 - asynchronous online PD
 - Tier 3 - Blended learning PD
- Development of exemplar school health plans including goals and strategies that include the use of the green spaces, outdoor classrooms, traffic gardens and fitness stations.

d1. Briefly describe how the project supports EPA Strategic Plan Goal 1, Objective 1.1

This project supports EPA Strategic Plan Goal 1, Objective 1.1: to measure air quality and ensure that more Americans are living and working in areas that meet high air quality standards. In addition to traditional forms of air pollution (i.e. particulate matter), the project focuses on the key role of air quality and indoor versus outdoor environments in altering the transmissibility of COVID-19. MPS has recognized the potential to reduce the burden of COVID-19 while enhancing student physical and mental health, and has thus identified funding to invest in the construction of outdoor classrooms for a large number of schools. MPS recognizes that the design of these outdoor classrooms must consider not only COVID-19 transmission, but also outdoor air pollution. As such, design efforts will be led by Reflo, the local nonprofit organization that has supported the ongoing green schoolyard redevelopment project. Reflo will work to ensure that the outdoor spaces (1) support the health plans designed by school staff, and (2) include greenery that can filter air pollution and mitigate air pollution exposure, while supporting students' mental and physical health. Further, we consider the role of ambient heat exposure as a potential threat to student health. Finally, we argue that children must learn about the environment and environmental health early in life in order to value and seek to protect it. This idea, environmental health literacy, is a key outcome of our evaluation for both children and adults, and one that offers a path toward a future with today's youth as tomorrow's environmental stewards.

d2. Describe how the project is related to the qualified environmental statutes

This project is related to the Clean Air Act (CAA), Section 103(b)(3) as it focuses on the implementation of a demonstration project and research study/evaluation of the impact of the project, and ancillary schoolyard development projects, on air quality at MPS schools. We specifically target COVID-19 transmissibility, COVID-19 sequelae (i.e. mental health), and outdoor air quality by (1) leveraging ongoing schoolyard development work, including green

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schoolyard redevelopments, traffic gardens, and outdoor classrooms that promote green infrastructure, and time spent outdoors, (2) develop school health plans to embrace environmental health ideas and use the new schoolyard environments to promote environmental health literacy, environmental stewardship, time spent outdoors, physical activity, mental health, reduced COVID-19 transmission, and improved outdoor air quality.

3c. Partnerships

Reflo - The nonprofit Reflo has spent the last seven years working with the MPS Facilities staff and school-based Green Teams on creating greener, healthier schoolyards. To date, 24 MPS schools have begun the three-year long redevelopment process with 14 projects built and currently in the maintenance and stewardship phase. The planned activities with this funding opportunity would allow the team to evaluate the past projects and leverage lessons learned so that portions of schoolyard redevelopment projects can be scaled up to support all 159 MPS schools and be a model for green and healthy schools across the region. To accomplish scaling this endeavor, Reflo will lead the effort to review past projects and create a visual lesson learned document, supported by the evaluation effort conducted by the Medical College of Wisconsin. Furthermore, Reflo will work with MPS' CHST on a quarterly basis to incorporate behavioral elements into redevelopment planning. Reflo organizes the annual Green and Healthy Schools Conference, provides an opportunity for schools to share lessons learned from other green and healthy schools and connect with local resources.

Wisconsin Bike Federation (WBF) - The organization will be working with MPS to develop training and instruct staff on how to use the traffic gardens and collaborate on lessons learned. WBF is working with MPS schools through the Safe Routes to School (SRTS), a federal program that uses programs and infrastructure to encourage children to walk and bike to school. Training of staff on how to use the traffic gardens will be paid for through the SRTS program.

Medical College of Wisconsin (MCW) - MCW will evaluate the program proposed by MPS and partners to enhance children's healthy learning environments in Milwaukee. The director of the PhD program currently works with several students who have already been engaged with community-based research in MPS schools and in partnership with Reflo. The team will collect and analyze data to evaluate the program and provide summary results to the partner team throughout the program and a final report at the conclusion of the two-year grant period.

In order to do business with MPS, vendors must have a fully executed professional services contract prior to beginning services. The partners listed above have all been approved to provide the services to schools in the district. The Department of Procurement and Risk Management ensures all professional services are completed with fidelity as described in this proposal.

2.0 a. Project Activities and 2.0 b. Milestone Schedule

| Activities <i>Additional detail in the logic model</i> | Timeline | Milestones |
|---|----------------------|--|
| Develop exemplar school health plans. | Mar. - Sept. 2022 | Exemplar school health plans posted to MPS internal website. |

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| Develop a three-tier training program to support <i>school health teams</i> | Mar. - Sept 2022 | Completion and internal publication of each tier of PD |
| Collection of air pollution, weather and surface temperature data at a sample of 10-15 schools slated for any form of schoolyard development. | March - May 2022 | Air pollution, weather, and surface temperature data will be processed and mapped to illustrate spatial patterns of each on the schoolyard in advance of construction. |
| Development of (1) a questionnaire to measure environmental health literacy, among both students and teachers and (2) a set of interview questions to be used in conducting qualitative interviews with school staff to identify best practices for the construction of outdoor classrooms, traffic gardens, and other schoolyard features. | March - July 2022 | Complete instruments will be finalized and approved via the MCW Institutional Review Board |
| Attend Milwaukee's Annual Green & Healthy Schools Conference. | Aug 2022 Aug. 2023 | 70% of schools send MPS staff to attend the conference. |
| Administer pre-program questionnaire via a web-based program to all teachers/staff undergoing professional development (PD) programming and all students enrolled in affected cohorts Conduct 15 qualitative interviews with staff at schools that have already undergone schoolyard redevelopment and identify themes to define "exemplar" practices. | August - September 2022 | Quantitative data will be processed and analyzed to describe pre-program/baseline responses. Themes important for "exemplars" will be summarized and shared with Reflo to inform design considerations for future schoolyard redevelopments. |
| Develop a three tier PD that focuses on how to safely and effectively <i>use</i> the green spaces, traffic gardens, fitness stations through an environmental health literacy lens | Oct 2022 through Feb. 2023 | Completion and internal publication of each tier of professional development. |
| PD to support SHTs in implementing Whole School, Whole Community, Whole Child (WSCC). | Fall 2022 and Summer/F all 2023 | Professional developments scheduled and made available to all school sites. |
| Complete an annual health and wellness needs assessment plus completion of school health plans. | Fall 2022 and Fall 2023 | Increase of schools completing the needs assessment and school health plans. |

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| | | |
|--|-----------------------------------|--|
| <p>Collection of post-construction air pollution, weather and surface temperature data at the schools with construction in the summer of 2022.</p> <p>Collection of air pollution, weather and surface temperature data at a sample of 10-15 schools slated for any form of schoolyard development (i.e. green infrastructure, outdoor classroom, traffic garden) in the summer of 2023.</p> | <p>March through May 2023</p> | <p>Air pollution, weather, and surface temperature data will be processed and mapped to illustrate spatial patterns of each on the schoolyard</p> <p>Post-construction patterns will be compared to pre-construction patterns for the schools redeveloped in the summer of 2022 and the change will be mapped.</p> |
| <p>Create a visual lesson learned document for schoolyard redevelopment components (outdoor classrooms, traffic gardens, recreational improvements, etc)</p> | <p>March - September 2022</p> | <p>Complete a document that will help to standardize green and healthy schoolyard components across the district and share best practices for connecting the curriculum and school health plans.</p> |
| <p>Administer post-program questionnaires to all participating teachers/staff and students.</p> | <p>August - Sept. 2023</p> | <p>Data will be collected by the end of September 2023.</p> |
| <p>Development of a page on the district website to include how to safely use green spaces, traffic gardens and fitness equipment</p> | <p>Oct. 2022 through Feb 2023</p> | <p>Page on MPS district website created and published.</p> |
| <p>PD on how to use green spaces, traffic, gardens, and fitness equipment.</p> | <p>Spring 2023</p> | <p>PD scheduled and made available to all school sites.</p> |
| <p>Analyze pre and post program questionnaire data to quantify pre-post change.</p> | <p>Oct.2023 - Feb.2024</p> | <p>A report detailing findings will be shared in February of 2024</p> |

2c. Itemized Budget Sheet / Budget Narrative

Itemized budget is included in "other attachments"

3a. Environmental Results-Outputs/Outcomes (Logic Model)

The logic model is submitted as another attachment. It includes resources, detailed activities, outputs, audience, short, intermediate and long-term outcomes

3b. Performance Measurement Plan

MPS has created a system for schools to complete school health plans on the survey software called Qualtrics. MPS can track the number of schools that have completed school health plans in this system. At the end of the school year MPS also requires schools to report out, on Qualtrics, how successful they were with implementing their plans during the last school year. This survey also asks schools to highlight how the process can be improved for the future. In the

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2020-2021 school 121 schools submitted plans. With support from this grant we should see more schools submitting School Health Plans. With support from this grant we should see more schools stating that they had met their school health plan goals for the year. As part of the project we will also track participation in the three forms of PD that we are developing: face to face PD, blended learning PD, and asynchronous PD. This will help us track our overall impact and support to schools.

The MCW evaluation team will undertake four key evaluation efforts. First, a quantitative questionnaire will be developed and deployed pre and post program to both teachers/staffs engaged in the program and students impacted by the new health plans. Changes in outcomes of interest (pre/post) will be quantified and summarized. Outcomes include: environmental health literacy (teachers/staff, kids), classroom disruptions (teacher report), social/emotional health (kids self-report), etc. Second, the team will undertake 15 qualitative key informant interviews with staff at schools that have had successful schoolyard redevelopments in order to identify best practices for future installations of outdoor classrooms, green infrastructure, traffic gardens, and other features; this information will be shared with Reflo and used to inform the design of spaces. Third, the team will collect data from a sample of 10 schools that will undergo schoolyard redevelopment of any kind in the summer of 2022. Georeferenced data on air pollution (pm 2.5, pm 10, using Airbeam3 devices owned by MCW), weather (temperature, humidity, etc., using Kestrel devices owned by MCW), and surface heat (solar radiation, using solar pyranometer owned by MCW). Data will be collected pre-construction (spring 2022) and post construction (spring 2023) and changes will be mapped to measure the impact of the schoolyard redevelopment. Finally, the team will obtain data from MPS on several key measures of interest: attendance, enrollment, office referrals from the schoolyard during recess.

3c1. The applicant's experience with school districts and other stakeholders

MPS has deep support from public, nonprofit, foundation, and community partners.

The Green Schools Consortium of Milwaukee (GSCM) was organized by the nonprofit Reflo and partners to improve the environmental, social, and economic health of Milwaukee-area schools and to increase eco-literacy among students, families, educators, and community members. The GSCM is a regional network that has grown to include over 900 teachers, engineers, artists, governmental agencies, foundations, and interested community members. Reflo, the City of Milwaukee, MPS, the Fund for Lake Michigan, and the Milwaukee Metropolitan Sewerage District, were selected as one of 10 cities to receive training and technical assistance over the next three years to add nature play and outdoor learning spaces to schoolyards through Cities Connecting Children to Nature (CCCN), a joint initiative of the National League of Cities and the Children & Nature Network.

3c2. Information and outcomes from this project can be disseminated

The project will develop a page on the district website to include how to safely use green spaces, traffic gardens and fitness equipment that will be on the public site which can be accessed by staff, families, students, other districts, etc. The three-tier training program will be published to be used for all schools to revise school health plans. It can be shared with other school districts. The visual lessons learned document will act as a starting point for future schools to select successful redevelopment strategies for outdoor classrooms, improved recreational facilities, enhanced green space, etc.

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Results of this project can be shared at the state and national level with other partners including Wisconsin Health and Physical Education and the Society of Health and Physical Educators. Presentations at and the state and national conventions level will be proposed to share and disseminate the work. Both of these health and physical education professional associations have clear ties to the WSCC model and supporting overall health and wellbeing of students, including environmental health.

3c3. The proposal is sustainable beyond the life of the grant and can be replicable.

This funding is being used to develop and create a sustainable system. It does not require continued funding due to the fact that the traffic gardens and fitness stations funding has been secured. The three-tier professional development, web page, and other resources will be in place and usable for years to come. Greenspace and outdoor classroom funding are moving forward with other funding sources. This funding is being requested to help create the systems needed for sustainability. Schools are already required to implement school health plans and this funding source will provide needed support and resources to better develop and implement those plans.

4a. Organizational experience

MPS has years of experience in the planning, operation, and management of both federally and state-funded programs. The district is fortunate to have the organizational infrastructure to support grant implementation through the expertise of multiple district offices. Grant agreements in the district are managed by project leaders with support from the grants team and a budget analyst. At least twice a year the team meets to review the progress of the projects as well as any final reports that are due. The budget analyst and grants works with project lead on the budget spending, claims and reimbursement as well as reporting. The MPS Sustainability position has been in place for three years as a result of a board policy to create the position. This position is instrumental in supporting the work of this project and other green space work.

4b. Staff Experience / Qualifications of Project Manager (PM) and other staff

Resumes of all staff listed below are included in the attachment.

Project Manager - Brett Fuller, curriculum specialist, manages Milwaukee Public Schools Student Wellness and Prevention and directs physical education and health curriculum alignment with district and state standards. He supports the coordinated school health teams and is one of the leads on the district health team.

MPS Student Health Services Supervisor - Linda Williams is the district representative for nursing services and health related matters. She supervises the nurse coordinators in the schools, is part of the pandemic response team, responsible for reporting school health data and a member of the district health team.

MPS Recreation Coordinator - Leighton Cooper serves as the Recreation Coordinator for MPS Before and After-School Programs. Leighton is responsible for overseeing an extensive network of over one hundred before/after-school programs throughout the city of Milwaukee.

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MPS Sustainability Project Specialist - This position is currently vacant and in the process of filling the position to be filled by October. The coordinator position is tasked with generating a strategic sustainability plan that identifies opportunities, hurdles, costs, and next steps for longer-term support for greener, healthier MPS schools.

Reflo - Justin Hegarty is an environmental engineer named by Grist as one of the world's 50 young leaders making a positive difference. The nonprofit Reflo partners with Milwaukee-area schools, neighborhood associations, community groups, and local governments. Reflo also leads the Green Schools Consortium of Milwaukee, a network of practitioners, funders, and agencies.

Medical College of Wisconsin - Dr. Kristen Beyer is a health geographer and epidemiologist interested in human-environment interaction as it relates to public health, with a specific focus on health disparities. She has experience working with Reflo and MPS to measure schoolyard characteristics as well as survey and objective data collected from elementary school students.

Wisconsin Bike Federation - Jacob Newborn is the Assistant Director of WBF and manages the Safe Routes To School (SRTS) program through The Bike Fed within MPS. He trains and manages staff and works closely with school communities to reach the mission of SRTS programs. He builds and maintains relationships with community stakeholders and contractors.

4c. Expenditure of Awarded Grant Funds

The Office of Finance grant budget analyst ensures each project has a system of financial internal controls and is compliant with various legal and statutory requirements of the grant. This office will also support the project by completing accounting tasks including grant financial management and reporting, as well as general ledger maintenance, procurement and risk management. The district's grant development staff will provide guidance and support to the project team as technical grant questions or situations arise. The grant development staff monitor and ensure programmatic and financial reports are completed on-time by the project team.

5. Past Performance

| Funder | Project Name | Timeline | Award | Additional Information |
|----------------------------|---|-------------------------|-----------|--|
| USDA | MPS Vincent High School Hardwood Forest | 10/1/19 - 9/30/21 | \$350,000 | As of 08/01/2021 majority of the trees have been planted with about 100 left to plant by the end of September. Trees not flourishing will be replaced by the contractor. Programmatic and financial reports have been completed on time. |
| EPA Grant Number: 00E02816 | Transforming Milwaukee's Schoolyard into Stormwater Sponges | 2/24/20 - 2/23/22 | \$440,000 | As of 08/01/2021, construction has been completed and 95% of the invoices paid. Programmatic and financial reports have been completed on time. |