

CONTRACT COVERSHEET

NOTE: Shaded areas are for County Executive review.

DEPARTMENT Emergency Management	CONTRACT/ADDENDUM #: 12262																											
1. This contract, grant or addendum: <input type="checkbox"/> AWARDS <input checked="" type="checkbox"/> ACCEPTS	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%; border-bottom: 1px solid black;">Contract</td> <td style="width: 40%; border-bottom: 1px solid black;">If Addendum, please include original contract number</td> <td style="width: 30%; border-bottom: 1px solid black;">Addendum</td> </tr> <tr> <td style="text-align: center;">↓</td> <td></td> <td style="text-align: center;">↓</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">POS</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lesse</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Co Lessor</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Intergovernmental</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Purchase of Property</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Property Sale</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">Other:</td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>	Contract	If Addendum, please include original contract number	Addendum	↓		↓	<input type="checkbox"/>	POS	<input type="checkbox"/>	<input type="checkbox"/>	Co Lesse	<input type="checkbox"/>	<input type="checkbox"/>	Co Lessor	<input type="checkbox"/>	<input type="checkbox"/>	Intergovernmental	<input type="checkbox"/>	<input type="checkbox"/>	Purchase of Property	<input type="checkbox"/>	<input type="checkbox"/>	Property Sale	<input type="checkbox"/>	<input type="checkbox"/>	Other:	<input type="checkbox"/>
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<input type="checkbox"/>	Other:	<input type="checkbox"/>																										
2. This contract is discretionary <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO																												
3. Term of Contract or Addendum: From: 1/13/15 To: 1/13/18																												
4. Amount of Contract or Addendum \$29,555																												
5. Purpose: To accept grant funds to support the update of Dane County's Natural Hazard Mitigation Plan																												
6. Vendor or Funding Source: Wisconsin Emergency Management																												
7. MUNIS Vendor Code: 1692																												
8. Bid/RFP Number: n/a																												
9. If grant: Funds Positions? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO Will require on-going or matching funds? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
10. Are funds included in the budget? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
11. Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____ Account No. & Amount, Org. & Obj. _____ Amount \$ _____																												
12. Is a resolution needed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO If "YES," please attach a copy of the Resolution. If Resolution has already been approved by the County Board, Resolution No. & date of adoption _____																												
13. Does Domestic Partner equal benefits requirement apply? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO																												
14. Director's Approval <i>Charles A. Tubbs</i>																												

CONTRACT REVIEW/APPROVALS

VENDOR

Initials	Ftnt	Date In	Date Out
<i>MM</i> Received	_____	2-3-15	_____
<i>CU</i> Controller	_____	_____	2/3/15
<i>JK</i> Corporation Counsel	_____	2/4/15	2/5/15
<i>SM</i> Risk Management	_____	2/3/15	2/4/15
<i>AD</i> ADA Coordinator	_____	2/3/15	2/4/15
<i>CW</i> Purchasing Agent	_____	2/5/15	2/5/15
_____ County Executive	_____	_____	_____

Vendor Name & Address
Contact Person
Phone No.
E-mail Address

Footnotes:

1. _____
2. _____

Return To: Name/Title: David Janda	Dept.: Emergency Management
Phone: 266-5950	Mail Address: PSB, Room 2107
E-mail: janda@countyofdane.com	_____

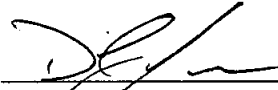
CERTIFICATION

The attached contract: *(Check as many as apply)*

- conforms to Dane County's standard Purchase of Services Agreement form in all respects
- conforms to Dane County's standard Purchase of Services Agreement form with modifications and is accompanied by a revision copy¹
- is a non-standard contract which has been reviewed or developed by corporation counsel which has not been changed since that review/development
- is a non-standard contract previously reviewed or developed by corporation counsel which has been changed since that review/development; it is accompanied by a revision copy¹
- is a non-standard contract not previously reviewed by corporation counsel; it is accompanied by a revision copy
- contains non-standard/indemnification language which has been reviewed or developed by risk management and which has not been changed since that review/development
- contains non-standard insurance/indemnification language which has been changed since review/development or which has not been previously seen by risk management; it is accompanied by a revision copy
- contains non-standard affirmative action/equal opportunity language which has been reviewed or developed by contract compliance and which has not been changed since that review/development
- contains non-standard affirmative action/equal opportunity language which has been changed since the earlier review/development by contract compliance or which has not been previously seen by contract compliance; it is accompanied by a revision copy¹

Date: 1/27/15

Signed: _____



Telephone Number: 266-5950

Print Name: _____

David Janda

MAJOR CONTRACTS REVIEW (DCO Sect. 25.20) This review applies only to contracts which both exceed \$100,000 in disbursements or receipts and which require county board review and approval.

EXECUTIVE SUMMARY *(Attach additional pages, if needed).*

1. **Department Head** Contract is in the best interest of the County.
Describe any deviations from the standard contracting process and any changes to the standard Purchase of Services Form Agreement.

Date: _____ Signature: _____

2. **Director of Administration** Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

3. **Corporation Counsel** Contract is in the best interest of the County.
Comments:

Date: _____ Signature: _____

¹A revision copy is a copy of the contract which shows the changes from the standard contract or previously revised/developed contract my means of overstrikes (indicating deletions from the standard language) and underlining (showing additions to the standard language).

**WISCONSIN DIVISION OF EMERGENCY MANAGEMENT
State-Local Hazard Mitigation Grant Program Assistance Agreement
FEMA-DR-4141.8-P
Planning Grant**

This Grant Agreement between the Wisconsin Division of Emergency Management (WEM/the Grantee) and Dane County (the Subgrantee) shall be effective on the date signed by the Grantee and the Subgrantee. It shall apply to all Hazard Mitigation Grant Program (HMGP) assistance provided by or through WEM to the Subgrantee as a result of the presidentially declared disaster occurring in Wisconsin (FEMA-DR-4141-WI).

The purpose of this agreement is to formally recognize the goals of the HMGP and to establish guidelines by which HMGP funds are to be used. This agreement is in addition to the requirements outlined in the DMA Form 1017A, Assurances for Non-Construction Projects, which was signed by the aforementioned Subgrantee and submitted with the HMGP application.

Be it resolved by the Subgrantee, that the individual named below:

Joe Parisi, County Executive
(Name and Title)

has the legal authority and is hereby authorized to execute documents for and on behalf of the Subgrantee. The individual designated is to be the authorized representative for obtaining HMGP funds.

The Subgrantee hereby assures and certifies that the planning will comply with the applicable State of Wisconsin and FEMA regulations. Also, the Subgrantee gives assurance and certifies with respect to and as a condition for the grant that as a minimum:

1. This Grant Agreement in the amount of \$33,777.00 will serve as the contract between WEM and the Subgrantee for the purpose of updating an all-hazards mitigation plan. 75 percent, or \$25,777.00 is the Federal share funded through FEMA and 12.5 percent or \$4,222.00 is the state share funded through WEM. The remaining 12.5 percent or \$4,222.00 is a local program match (it cannot be other Federal funds or matching funds for any other Federal grants, i.e. EMPG, EPCRA, etc.). If there is a cost under-run for the project, final reimbursement for the Federal and state shares of the project costs will be adjusted based on actual costs of the project. If costs exceed the amount approved, the Subgrantee is responsible for the costs in excess of the approved grant.
2. Once this Grant Agreement is signed and returned to WEM, the Subgrantee may begin the planning process and the authorized representative may request reimbursement of expenses. The Subgrantee will need to complete and submit to

WEM a Request for Reimbursement of Expenses with appropriate documentation in order to receive grant funds. Advancement of funds may be made in some extraordinary situations upon prior approval of the Grantee.

COSTS INCURRED PRIOR TO FEMA APPROVAL OF THE GRANT, UNLESS SPECIFICALLY AUTHORIZED BY THE GRANTEE, ARE NOT ALLOWABLE COSTS FOR THE GRANT.

The Grantee may pursue all available remedies for the recoupment of any payments that have been inadequately documented or determined by the Grantee to have been improperly made or expended for any reason.

The Subgrantee may request reimbursements of planning expenses up to 90% of the Federal and state shares of the grant, or \$26,599.50, as work progresses on the development of the updated plan. The remaining funds will not be paid until the plan update is completed and approved by FEMA, and adequate documentation for the total costs incurred for the grant has been submitted.

FEMA will recoup mitigation planning grant funds for grants that do not meet the deliverable criteria of an adopted, FEMA-approved mitigation plan by the end of the performance period. The amount recouped will be based on the following guidelines:

- Jurisdictions with plans that have been approved pending adoption by FEMA, but are not yet formally adopted (in accordance with FEMA regulations) by the end of the period of performance, must return a minimum of 10 percent of the grant award;
 - Jurisdictions with plans that have been reviewed by FEMA, but require changes in order to meet the minimum requirements, must return a minimum of 25 percent of the grant award if the required changes have not been made by the end of the period of performance; and
 - Jurisdictions with plans that have not been submitted to FEMA for review by the end of the period of performance must return 100 percent of the grant award.
3. The authorized representative will be required to submit Quarterly Status Reports to the State Hazard Mitigation Officer (SHMO) within fifteen days following the end of the quarter (January 15, April 15, July 15, and October 15). Said report will include the status of the project, anticipated completion date, and financial information.
 4. The subgrantee will submit a copy of their draft plan that meets the planning criteria as found in 44CFR Part 201.6 along with a completed Local Hazard Mitigation Plan Review Tool to WEM by February 13, 2016, for review. The final plan must be completed and approved by FEMA prior to July 13, 2016.

5. The grant performance period for the HMGP Planning Grant will be January 13, 2015, to January 13, 2018. If the Subgrantee is delayed in their completion of the project by an event beyond their control, a request for an extension must be received in writing at least 90 days prior to the scheduled completion date.
6. The subgrantee will complete and submit the final Request for Reimbursement 30 days prior to expiration of the grant, or within 30 days after completion of the plan, whichever is sooner.
7. The Subgrantee will use HMGP funds solely for the purpose for which these funds are provided and adhere to the requirements in the FEMA Unified Hazard Mitigation Assistance Program Guidance dated July 12, 2013.
8. Subgrantee shall maintain good standing with the National Flood Insurance Program (NFIP) and comply with local regulations pertaining to the NFIP.
9. The Subgrantee will comply with all other policies and guidelines established by FEMA and WEM in administering the HMGP.
10. The Subgrantee will comply with all applicable Federal, state, and local codes and standards as pertain to this project.
11. The Subgrantee will follow Emergency Management and Assistance Regulations found in Title 44 CFR Code of Federal Regulations (CFR) Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:
 - Follow requirements for budget revisions found in 44 CFR 13.30. Transfer of funds between budget cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those categories exceed 10 percent of the total budget.
 - Follow cost-sharing requirements mandated by program statute or regulations in compliance with 44 CFR 13.24.
 - Comply with 44 CFR 13.32 Equipment, 13.33 Supplies, and 13.36 Procurement, and be in compliance with state and local laws and procedures.
12. The Subgrantee will follow 2 CFR Part 225, Cost Principles for State, Local, and Indian Tribal Governments and OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations.
13. Any publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support and a statement that the publication does not constitute an endorsement of FEMA or reflect FEMA views. The Grantee and FEMA are free to copyright any original work developed under this agreement, and reserve a royalty-free, non-exclusive and irrevocable right to

reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

14. The Subgrantee will not enter into cost-plus-percentage-of-cost contracts for completion of the all-hazards mitigation plan.
15. The Subgrantee will not enter into any contract with any party that is debarred or suspended from participating in Federal Assistance programs (see <https://www.sam.gov/portal/public/SAM/#1>).
16. Records shall be retained for three years from the date the State's final financial status report is submitted to FEMA in compliance with 44 CFR 13.42.

GRANT CERTIFICATION

The undersigned do hereby certify that the subgrantee will fulfill all the requirements of the Hazard Mitigation Grant Program contained in Federal and/or state program guidelines including the submission of all appropriate forms. The governing body of the Subgrantee has duly authorized this document.

SIGNATURE OF SUBGRANTEE'S AUTHORIZED REPRESENTATIVE:

Signature Date

Name Printed _____ Title _____

Subgrantee Jurisdiction _____

SIGNATURE OF THE GRANTEE (WISCONSIN DIVISION OF EMERGENCY MANAGEMENT):

K. Sommers *1/14/2015*

State Hazard Mitigation Officer Date