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## Goldade, Michelle

From: Sent: To: Cc: Subject: Attachments:	Goldade, Michelle Thursday, May 9, 2024 11:58 Hicklin, Charles; Rogan, Meg Stavn, Stephanie; Oby, Joe Contract #15475 15475.pdf	3 AM gan; Gault, David; Cotillier, Jos	hua
Tracking:	Recipient	Read	Response
	Hicklin, Charles	Read: 5/9/2024 12:00 PM	Approve: 5/9/2024 12:00 PM
	Rogan, Megan	Read: 5/9/2024 11:59 AM	Approve: 5/9/2024 11:59 AM
	Gault, David	Read: 5/9/2024 12:04 PM	
	Cotillier, Joshua		Approve: 5/9/2024 12:33 PM
	Stavn, Stephanie	Read: 5/9/2024 3:15 PM	
	Oby, Joe		

Please review the contract and indicate using the vote button above if you approve or disapprove of this contract.

Contract #15475 Department: Administration Vendor: Public Health Madison Dane County Contract Description: ARP Grant for violence prevention initiatives (Res 013) Contract Term: 6/1/24 – 12/31/25 Contract Amount: \$300,000.00

## Michelle Goldade

Administrative Manager Dane County Department of Administration Room 425, City-County Building 210 Martin Luther King, Jr. Boulevard Madison, WI 53703 PH: 608/266-4941 Fax: 608/266-4945 TDD: Call WI Relay 711

Please Note: I currently have a modified work schedule...I am in the office Mondays and Wednesdays and working remotely Tuesdays, Thursdays and Fridays.

# Goldade, Michelle

From: Sent: To: Subject: Pabellon, Carlos Thursday, May 9, 2024 12:55 PM Goldade, Michelle Approve: Contract #15475

## 2024 RES-013

# AUTHORIZING AN AGREEMENT BETWEEN DANE COUNTY AND PUBLIC HEALTH FOR MADISON AND DANE COUNTY FOR VIOLENCE PREVENTION INITIATIVES

- Public Health for Madison and Dane County (PHMDC) is the lead government agency
  spearheading violence prevention initiatives in Madison and Dane County. The 2023
  operating budget included \$300,000 in American Rescue Plan funds to apply to these
  efforts.
- 12

1 2 3

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5 6

13 A scope of services and payment terms have been developed to apply these funds in

the balance of calendar year 2024 and throughout 2025.

15

16 THEREFORE BE IT RESOLVED that the agreement between PHMDC and Dane

17 County be approved, that the County Executive and County Clerk are authorized to

18 execute the agreement, and the Controller's Office is authorized to make payments as

19 provided in the agreement.

# GRANT AGREEMENT

**THIS GRANT AGREEMENT** is made and entered into, by and between the County of Dane (hereafter referred to as "GRANTOR") and the <u>Board of Health for Madison and Dane County</u>, on behalf of Public Health Madison and Dane County (hereafter, "GRANTEE"),

## WITNESSETH:

WHEREAS, GRANTOR, whose address is Department of Administration, 210 Martin Luther King, Jr. Blvd, Room 425, Madison, WI 53703, has received funds from the United States Department of the Treasury pursuant to Section 602 of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act of 2021 ("ARPA") to be used for the purposes specified in the ARPA, and desires to support GRANTEE's project to support violence prevention priorities in Dane County; and

**WHEREAS** GRANTEE, whose address is <u>2300 S. Park St., Suite 2010</u> and is able and willing to complete such a project;

**NOW, THEREFORE,** in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, GRANTOR and GRANTEE do agree as follows:

## I. TERM:

The term of this Agreement shall commence as of the date by which all parties have executed this Agreement ("Effective Date") and shall end July 15, 2026 ("Expiration Date") unless terminated pursuant to this Agreement.

## II. PURPOSE AND SCOPE:

A. GRANTOR agrees to provide funding to GRANTEE in the amount of \$300,000 for violence prevention efforts.

B. GRANTEE shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement, including the Scope of Work set forth in Exhibit A, which is fully incorporated herein by reference, and all applicable laws.

C.1. This Contract is a sub-recipient agreement funded with a federal assistance award to the County from the United States Department of the Treasury under Section 602 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act (ARPA) Coronavirus State and Local Fiscal Recovery Fund (LFRF.) Grantee agrees to comply with the applicable requirements of section 602 of the Act, regulations adopted by Treasury pursuant to the Act, guidance issued by the Treasury Department, and all other applicable federal statutes, regulations, and executive orders, as applicable.

C. 2. Grant funds may only be used for Eligible Expenses. "Eligible Expenses" are those reasonable expenses that are: i) directly attributable and allocable to tasks necessary to perform the activities and provide the deliverables set forth in the Scope of Work; ii) permitted by 2 C.F.R. Part 200 (Uniform Guidance); and iii) consistent with the intent and scope of the Program.

C. 3. All expenses must meet the requirements of ARPA and all rules and guidance issued by the U.S. Department of Treasury or other federal agencies governing the use of ARPA funds, including 2 C.F.R. Part 200 (Uniform Guidance), and be consistent with the intent and scope of the Program. The County reserves the right to seek reimbursement of any Grant Award funds expended on ineligible expenses. Ineligible expenses include, but are not limited to: costs incurred in submitting an application; taxes (except sales taxes on Eligible Expenses); work stipends or wage subsidies (except approved personnel expenses); funding advocacy or lobbying efforts; administrative, personnel and programmatic funding for existing operations; and other uses ineligible under ARPA or 2 C.F.R. Part 200 (Uniform Guidance).

C. 4. Grantee shall be responsible for any audit disallowance related to the eligibility of expenses paid for with Grant Award funds resulting from Grantee's failure to adhere to the eligibility determinations made in this Agreement, irrespective of whether the audit is ordered by federal agencies or by the courts, and Grantee will be solely responsible for repaying any ineligible amounts (plus any assessed interest, costs, or fees) to the federal government.

C. 5. Grantee will return to the County or its designee any funds used by Grantee to pay for ineligible expenses or amounts in excess of the Grant Award. If Grantee fails to return excess funds, the County may deduct the appropriate amount from subsequent payments due to Grantee from the County. The County also reserves the right to recover such funds by any other legal means including litigation if necessary.

D. GRANTEE agrees to secure at GRANTEE's own expense all personnel necessary to carryout GRANTEE's obligations under this Agreement. Such personnel shall not be deemed to be employees of GRANTOR nor shall they or any of them have or be deemed to have any direct contractual relationship with GRANTOR

# III. ASSIGNMENT:

GRANTEE shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of GRANTOR unless otherwise provided herein.

# IV. TERMINATION:

A. Failure of GRANTEE to fulfill any of its obligations under this Agreement in a timely manner, or violation by GRANTEE of any of the covenants or stipulations of this Agreement, shall constitute grounds for GRANTOR to terminate this Agreement by giving a thirty (30) day written notice to GRANTEE.

- B. The following shall constitute grounds for immediate termination:
  - 1. Violation by GRANTEE of any State, Federal or local law, or failure by GRANTEE to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
  - 2. Failure by GRANTEE to carry applicable licenses or certifications as required by law.
  - 3. Failure of GRANTEE to comply with reporting requirements contained herein.
  - 4. Inability of GRANTEE to perform the work provided for herein.

C. In the event GRANTOR terminates this Agreement as provided in Subsections A & B, GRANTEE shall, within thirty (30) days of termination of this Agreement, return to the GRANTOR the full amount of the Grant Funds minus any amount for work that has been completed including funds disbursed to Grantee's subcontractors or subrecipients for work already completed, and which costs can be substantiated. GRANTOR may seek any and all other remedies available to it against the GRANTEE.

D. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out GRANTOR's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.

# VI. REPORTS:

GRANTEE agrees to make such reports as are required in the attached Exhibit C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence with respect to the time limits set forth in Exhibit C.

# VII. DELIVERY OF NOTICE:

Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

## VIII. INSURANCE:

A. Each Party shall be responsible for the consequences of its own acts or omissions and those of its employees, boards, commissions, agencies, officers, and representatives, and be responsible for losses, claims, and liabilities which are attributable to such acts or omissions. The obligations of the Parties under this paragraph shall survive the expiration or termination of this Agreement. Each Party agrees that it will require appropriate indemnification agreements and insurance from any subcontractor.

B. GRANTEE shall, at GRANTEE's own expense, obtain and at all times during the term of this Agreement keep in full force and effect the insurance coverages, limits, and endorsements listed below. When obtaining required insurance under this Agreement and otherwise,

Commercial General Liability.

GRANTEE agrees to maintain Commercial General Liability insurance at a limit of not less than \$1,000,000 per occurrence..

Commercial/Business Automobile Liability.

GRANTEE agrees to maintain Commercial/Business Automobile Liability insurance at a limit of not less than \$1,000,000 Each Occurrence. GRANTEE further agrees coverage shall include liability for Owned, Non-Owned & Hired automobiles Workers' Compensation.

GRANTEE agrees to maintain Workers Compensation insurance at Wisconsin statutory limits.

C.

D. The parties do hereby expressly agree that GRANTOR, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by GRANTOR's Risk Manager taking into account the nature of the work and other factors relevant to GRANTOR's exposure, if any, under this Agreement.

# IX. NO WAIVER BY PAYMENT OR ACCEPTANCE:

In no event shall the making of any payment required by this Agreement constitute or be construed as a waiver by GRANTOR of any breach of the covenants of this Agreement or a waiver of any default of GRANTEE and the making of any such payment by GRANTOR while any such default or breach shall exist shall in no way impair or prejudice the right of GRANTOR with respect to recovery of damages or other remedy as a result of such breach or default.

# X. NON-DISCRIMINATION:

During the term of this Agreement, GRANTEE agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). GRANTEE agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.

# XI. CIVIL RIGHTS COMPLIANCE:

If GRANTEE has 20 or more employees and receives \$20,000 in annual Α. contracts with GRANTOR, the GRANTEE shall submit to GRANTOR a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. GRANTEE shall also file an Affirmative Action (AA) Plan with GRANTOR in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. GRANTEE shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by If an approved plan has been received during the previous GRANTOR. CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. GRANTEEs who have less than twenty employees, but who receive more than \$20,000 from the GRANTOR in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If GRANTEE submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by GRANTOR, a verification of acceptance by the State of GRANTEE's Plan is sufficient.

B. GRANTEE agrees to comply with the GRANTOR's civil rights compliance policies and procedures. GRANTEE agrees to comply with civil rights monitoring reviews performed by the GRANTOR, including the examination of records and relevant files maintained by the GRANTEE. GRANTEE agrees to furnish all information and reports required by the GRANTOR as they relate to affirmative action and non-discrimination. GRANTEE further agrees to cooperate with GRANTOR in developing, implementing, and monitoring corrective action plans that result from any reviews.

C. GRANTEE shall post the Equal Opportunity Policy, the name of GRANTEE's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to GRANTOR's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. GRANTEE shall supply to GRANTOR's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.

D. GRANTEE shall provide copies of all announcements of new employment opportunities to GRANTOR's Contract Compliance Officer when such announcements are issued.

E. If GRANTEE is a government entity having its own compliance plan, GRANTEE'S plan shall govern GRANTEE's activities.

# XII. MISCELLANEOUS:

A. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.

D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.

E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

F. Limitation of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits, or privileges of any third party or parties, including but not limited to employees of either of the parties.

G. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

**IN WITNESS WHEREOF,** GRANTOR and GRANTEE, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

## FOR GRANTEE:

## **BOARD OF HEALTH FOR MADISON & DANE** COUNTY, ON BEHALF OF PUBLIC HEALTH **MADISON & DANE COUNTY:**

By:

Janel Heinrich Janel Heinrich, MPH, MA, Director

Public Health Madison & Dane County

Date: 5/3/24

Approved:

Qu11 1 Approved:

David P. Schmiedicke, City of Madison Finance Director

Michael Haas

Michael Haas, City Attorney, City of Madison Attorney for PHMDC

Date:

5/2/2024

Date: 5/2/2024

\* \* \*

# FOR GRANTOR:

Dane County Executive

Scott McDonell, Dane County Clerk

Date

Date

# EXHIBIT A (SCOPE OF WORK)

## PHMDC – ARPA State and Local Fiscal Recovery Funds Subrecipient Agreement Violence Prevention

1. **Project Scope**: GRANTEE will utilize American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds from Dane County to support violence prevention, an area of work that has been most impacted due to the COVID-19 pandemic.

GRANTEE is responsible for overseeing and implementing the programs described below and ensuring that all expenditures meet the applicable ARPA / SLFRF eligibility criteria for the expenditure categories identified for each program.

GRANTEE will determine prior to engaging in any project or program using this funding that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such program.

A. <u>Violence Prevention</u>: ARPA Expenditure Category 1.11, *Community Violence Interventions* 

This project will address gaps and emerging needs that support a holistic approach to violence prevention. Specifically, this funding will support priorities identified in the Madison and Dane County Violence Prevention Roadmap and prioritized via the Madison and Dane County Violence Prevention Coalition. The issues surrounding violence are not new, but have been exacerbated during the pandemic. This funding will contract(s) with community organization(s) to conduct and expand critical violence prevention, intervention, and healing infrastructure. This includes but is not limited to organizations that provide crisis response services, mental health/behavioral health services, positive youth development programming, and counseling/follow up for those that have been exposed to violence, in accordance with the Madison and Dane County Roadmap to Reducing Violence.

## 2. Project Tasks to be completed by PHMDC:

#### A. Violence Prevention

Develop a Request for Proposal (RFP) to distribute funding to community partners conducting violence prevention work

#### 3. Deliverables:

- A. <u>Violence Prevention</u>:
  - Conduct Violence Prevention RFPs: Distribute \$300,000 to community organizations that are providing violence prevention, intervention and/or healing services or programs in accordance with the <u>Madison and Dane County Roadmap to Reducing</u> <u>Violence</u>.

• In administering the RFP(s) and resulting contracts, GRANTEE will follow all applicable competitive procurement requirements required for subrecipients, contractors, or beneficiaries, as the case may be, of the ARPA State and Local Fiscal Recovery Funds as set forth in 2 CFR 200 and shall ensure that all contracts and purchases made using the funding under this Contract comply with all federal requirements.

Deliverables for the program above also include the reports and data required by Exhibit 3, and any other documentation requested by GRANTOR to demonstrate how each program was carried out, including copies of procurement documents (RFPs, etc.), contracts, or sub-subrecipient agreements made with any third parties using the funds of this AGREEMENT.

### 4. Procurement and Contracts:

- A. GRANTEE shall be responsible for identifying whether entities or agencies it intends to contract with using funds under this contract are considered sub-subrecipients, contractors, or beneficiaries, as defined in applicable federal law.
- B. When making contracts, sub-subrecipient agreements, purchases, or otherwise spending funds under this Contract with another entity for the program areas described above ("contracts"), GRANTEE will follow all applicable competitive procurement requirements for subrecipients of ARPA State and Local Fiscal Recovery Funds as set forth in 2 CFR 200,, 31 CFR 35, and 2 CFR 200. GRANTEE shall ensure that all contracts made using the funding under this Contract comply with all applicable federal requirements.

It is GRANTEE's responsibility to comply with the above federal regulations as well as their local purchasing guidelines when making contracts under this Contract.

C. Reporting for Procurement and Contracts: GRANTEE will cooperate with any requests from the GRANTOR to document and verify compliance with A. and B. above.

GRANTEE shall report to GRANTOR, on request, all contracts made with funds under this Contract, and how it is implementing the federal requirements in the exhibits to this Contract. Such documentation may be in addition to the reporting requirements Exhibit C.

# EXHIBIT B (PAYMENT TERMS)

## **BUDGET AND REIMBURSEMENT REQUESTS**

GRANTEE, as a subrecipient of federal funds, must comply with all uniform administrative requirements outlined in Part 1, section D of the <u>State and Local Fiscal Recovery Funds (SLFRF)</u>, <u>Compliance and</u> <u>Reporting Guidance</u>. Financial reporting must be consistent with the definition of expenditures pursuant to <u>2 CFR 200.1</u>. Subrecipients should appropriately maintain accounting records for compiling and reporting accurate, compliant financial data, in accordance with appropriate accounting standards and principles.

Funds under this agreement will be provided to GRANTEE on a reimbursement basis using the following procedures.

#### **Reimbursement Requests:**

- 1. GRANTEE shall submit reimbursement requests quarterly, with each Quarterly Project and Expenditure Report (see Exhibit C). Reimbursement request shall include:
  - a. A report of all allowable costs. Allowable costs are defined in Part 1, section D, paragraph 2 of the <u>State and Local Fiscal Recovery Funds (SLFRF)</u>, Compliance and <u>Reporting Guidance</u>.
  - b. Itemized list of allowable expenditures.
- 2. GRANTEE shall maintain documentation of all expenditures reported under this contract.
- 3. Due dates for quarterly submissions can be found in the Exhibit C of this contract.
- 4. GRANTEE shall submit all reporting to Chuck Hicklin, County Controller, at the following email: <u>Hicklin@countyofdane.com</u>.
- 5. Payments to GRANTEE will be made on a quarterly basis. Transfers will be made upon the receipt of a completed and approved Quarterly Project and Expenditure Report.
- 6. Payments to the GRANTEE shall not exceed \$300,000.
- 7. If GRANTOR determines that payments were made that exceed allowable costs, the subrecipient shall refund the amount determined to be in excess within thirty (30) days of notification, or GRANTOR may, at its sole discretion, make such refund by withholding money from future transfers. GRANTOR reserves the right to recover such excess funds by any other appropriate legal means.
- 8. Any funds not expended by 12/31/25 are not eligible for reimbursement.

#### Budget

City of Madison Budget policies and procedures apply as the Intergovernmental Agreement creating PHMDC requires.

Individual budgets by project are as follows:

Public Health Madison Dane County (PHMDC) Violence Prevention Initiatives

	BUDGETED	EXPENDUTURES	CUMULATIVE	BALANCE
I PERSONNEL COSTS				
Total	\$0.00	\$0.00	\$0.00	\$0.00
II PURCHASED SERVICES				
Total	\$300,000.00	\$0.00	\$0.00	\$300,000.00
GRAND TOTAL	\$300,000.00	\$0.00	\$0.00	\$300,000.00

#### Grant Amount: \$300,000

#### **Budget Categories**

Personnel Costs: Wages, Payroll Taxes and Benefits for all Permanent, Hourly, and Seasonal Staff

**Purchased Services:** Payments made to community organizations pursuant to contract resulting from and executed as a result of requests for proposals issued under Exhibit A.

# EXHIBIT C (REPORTS)

#### **Required Reports – PHMDC**

Grantees of SLFRF funding are required to submit **quarterly** Project and Expenditure reports as well as **annual** Performance and Programmatic reports to GRANTOR. The following reporting timelines, requirements, and templates are based on the U.S. Treasury's <u>State and Local Fiscal Recovery Funds</u> (SLFRF), Compliance and Reporting Guidance Version 2.1, last updated November 15, 2021. Reporting requirements are subject to change. In the event that the U.S. Treasury updates the quarterly or annual reporting timelines or requirements, the GRANTOR will notify subrecipients of the change and provide updated reporting templates as needed.

The tables below provide the reporting timelines and due dates. You must file quarterly and annual reports with Dane County by each of these due dates that occur during the term of your contract:

Quarterly Report	Year	Quarter	Period Covered	Due Date
1.	2024	2	April 1 – June 30	July 15, 2024
2.	2024	3	July 1 – September 30	October 15, 2024
3.	2024	4	October 1 – December 31	January 15, 2025
4.	2025	1	January 1 – March 31	April 15, 2025
5.	2025	2	April 1 – June 30	July 15, 2025
6.	2025	3	July 1 – September 30	October 15, 2025
7.	2025	4	October 1 – December 31	January 15, 2026

	Annual Report	Period Covered	Due Date
]	1.	July 1, 2023 – June 30, 2024	July 15, 2024
	2.	July 1, 2024 – June 30, 2025	July 15, 2025
]	3.	July 1, 2025 – June 30, 2026	July 15, 2026

### 1. Quarterly Project and Expenditure Report – Required Information- all programs:

This section describes the information that must be included in your quarterly reports to GRANTOR. These requirements are subject to change. GRANTOR will notify you of any changes.

- a. **Project Description**: Project descriptions must describe the project in sufficient detail to provide understanding of the major activities that will occur and are required to be between 50 and 250 words.
- b. **Project Demographic Distribution**: Recipients will be asked to identify whether the programs serves Impacted or Disproportionately Impacted populations. Treasury will provide a list of populations served and definitions for Impacted and Disproportionately Impacted Populations.
- c. Sub-Subawards Greater than \$50,000: This section applies only if the Grantee will be making any sub-subawards of more than \$50,000 with the funding from this Contract. Grantees shall provide the following information for each Contract, Grant, Loan, Transfer, or Direct Payment that you make (sub-subawards) using the funds provided under this Contract, if greater than \$50,000:
  - Identifying and demographic information for your sub-subrecipient (e.g., DUNS number or SAM UEI and location)
  - A number you assign to the award (e.g., Award number, Contract number, Loan number)
  - Award date, type, amount, and description
  - Award payment method (reimbursable or lump sum payment(s))
  - For loans, expiration date (date when loan expected to be paid in full)
  - Primary place of performance
  - Related project name(s)
  - Related project identification number(s) (created by the recipient)
  - Period of performance start date
  - Period of performance end date
  - Quarterly obligation amount
  - Quarterly expenditure amount
  - Project(s)
- d. **Required Programmatic Data (other than infrastructure projects):** The following information is required for each Expenditure Category listed below. Please provide the information listed below, as applicable for the project(s) funded under this Contract. You must report this information, as the Grantee, and gather, consolidate and report this information from any entity with whom you make a sub-subaward with these funds (i.e. Contract, Grant, Loan, Transfer, or Direct Payment.) *(See the Quarterly Report template below for the specific categories you must report for this Contract.)* 
  - 1. <u>Public Health and Negative Economic Impact (EC 1.1-3.5)</u> *Collection to begin in April* 2022
    - Brief description of structure and objectives of assistance program(s), including

public health or negative economic impact experienced

- Brief description of how a recipient's response is related and reasonably and proportional to a public health or negative economic impact of COVID-19
- 2. <u>Household Assistance (EC 2.1-2.8)</u> *Collection began January 2022* 
  - Number of households served (by program if recipient establishes multiple separate household assistance programs)
- 3. <u>Small Business Economic Assistance (EC 1.8, 2.29-2.33)</u> Collection to begin April 2022
  - Number of small businesses served (by program if recipient establishes multiple separate small businesses assistance programs)
- 4. <u>Assistance to Non-Profits (EC 1.9, 2.34)</u> *Collection to begin April 2022* 
  - Number of Non-Profits served (by program if recipient establishes multiple separate nonprofit assistance programs)
- 5. <u>Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (EC 1.10, 2.35-2.36)</u> - *Collection to begin April 2022* 
  - If aid is provided to industries other than travel, tourism, and hospitality (EC 2.36), describe if the industry experienced at least 8 percent employment loss from prepandemic levels, or the industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries as of the date of the final rule, and rationale for providing aide to the industry
  - For each subaward:
    - i. Sector of employer (Note: additional detail, including list of sectors, to be provided in the user guide posted to <u>www.treasury.gov/SLFRP</u>)
    - ii. Purpose of funds (e.g., payroll support, safety measure implementation)

## 2. Annual Performance and Programmatic Report – Required Information

This section describes the information that must be included in your annual reports to Dane County. The attached Annual Report Templates are customized for your current requirements. These requirements are subject to change. Dane County will notify you of any changes.

- a. **Project Description**: Project descriptions must describe the project in sufficient detail to provide understanding of the major activities that will occur, and are required to be between 50 and 250 words.
- b. **Uses of Funds**: Describe in further detail your intended and actual uses of the funds, such as how your approach would help support a strong and equitable recovery from the COVID-19 pandemic and economic downturn. Describe any strategies employed to maximize programmatic impact and effective, efficient, and equitable outcomes. Please also explain how the funds would support the communities, populations, or individuals in your community. Your description should address how you are promoting each of the following, to the extent they apply:
  - Public Health (EC 1): As relevant, describe how funds are being used to respond to COVID-19 and the broader health impacts of COVID-19 and the COVID-19 public health emergency.
  - (2) <u>Negative Economic Impacts (EC 2)</u>: As relevant, describe how funds are being used to respond to negative economic impacts of the COVID-19 public health emergency, including to households and small businesses.

- (3) <u>Services to Disproportionately Impacted Communities (EC 3)</u>: As relevant, describe how funds are being used to provide services to communities disproportionately impacted by the COVID-19 public health emergency
- c. **Equitable Outcome**: Describe efforts to promote equitable outcomes, including how programs were designed with equity in mind. Please include in your description how you will consider and measure equity at the various stages of the program, including:
  - (1) <u>Goals</u>: Are there particular historically underserved, marginalized, or adversely affected groups that you intend to serve within your jurisdiction?
  - (2) <u>Awareness</u>: How equal and practical is the ability for residents or businesses to become aware of the services funded by the SLFRF?
  - (3) <u>Access and Distribution</u>: Are there differences in levels of access to benefits and services across groups? Are there administrative requirements that result in disparities in ability to complete applications or meet eligibility criteria?
  - (4) <u>Outcomes</u>: Are intended outcomes focused on closing gaps, reaching universal levels of service, or disaggregating progress by race, ethnicity, and other equity dimensions where relevant for the policy objective?
- d. **Economic and Racial Equity**: Please describe how your planned or current use of funds prioritizes economic and racial equity as a goal, name specific targets intended to produce meaningful equity results at scale, and articulate the strategies to achieve those targets. In addition, please explain how your overall equity strategy translates into the specific services or programs offered in Expenditure Categories Negative Economic Impacts (EC 2) and Services to Disproportionately Impacted Communities (EC 3).
- e. **Constraints or Challenges:** Describe any constraints or challenges that impacted project success in terms of increasing equity. In particular, this section must describe the geographic and demographic distribution of funding, including whether it is targeted toward traditionally marginalized communities.
- f. **Community Engagement**: Please describe how your planned or current use of funds incorporates written, oral, and other forms of input that capture diverse feedback from constituents, community- based organizations, and the communities themselves. Where relevant, this description must include how funds will build the capacity of community organizations to serve people with significant barriers to services, including people of color, people with low incomes, limited English proficient populations, and other traditionally underserved groups.
- g. Use of Evidence: The annual report should identify whether SLFRF funds are being used for evidence-based interventions and/or if projects are being evaluated

through rigorous program evaluations that are designed to build evidence. Subrecipients must briefly describe the goals of the project, and the evidence base for the interventions funded by the project. Subrecipients must specifically identify the dollar amount of the total project spending that is allocated towards evidencebased interventions for each project in the Public Health (EC 1), Negative Economic Impacts (EC 2), and Services to Disproportionately Impacted Communities (EC 3) Expenditure Categories.

- h. Required Performance Indicators and Programmatic Data: While subrecipients have discretion on the full suite of performance indicators to collect and report to the City, certain mandatory performance indicators and programmatic data must be included. If sub-subawards are made, you must gather the following data (as applicable) from your sub-subrecipients. This data is necessary to conduct oversight as well as understand and aggregate program outcomes across recipients and subrecipients. Below is a list of currently-required data for each applicable Expenditure Category. This list is subject to change, upon notification from the City. (See the annual report template below for the specific categories you must report for this contract.)
  - (1) <u>Household Assistance (EC 2.2 & 2.5) and Housing Support (EC 3.10-3.12):</u>
    - Number of people or households receiving eviction prevention services (including legal representation)
    - Number of affordable housing units preserved or developed

(2) <u>Negative Economic Impacts (EC 2):</u>

- Number of workers enrolled in sectoral job training programs
- Number of workers completing sectoral job training programs
- Number of people participating in summer youth employment programs

Each annual report should include updated data for the performance period as well as prior period data, and a brief narrative adding any additional context to help the reader interpret the results and understand any changes in performance indicators over time. To the extent possible, it is also encouraged to provide data disaggregated by race, ethnicity, gender, income, and other relevant factors.

- i. **Executive Compensation:** As required by the <u>2 CFR Part 170</u>, Appendix A, regarding reporting subaward and executive compensation, subrecipients must report the names and total compensation of their five most highly compensated executives for the preceding completed fiscal year if:
  - the subrecipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as provided by 2 CFR 170.320 (and subawards), and

received \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards), and

(2) if the information is not otherwise public.

This executive compensation information must also be collected from any entity receiving a sub-subaward that meets the above criteria.

## Quarterly Report Template - VIOLENCE PREVENTION

Priority Area: Violence	e Prevention			
Project	Public Health Madison Dane County (PHMDC) Violence Prevention Initiatives			
Project Number	13971			
Expenditure Category	EC 1 – Public Health			
	1.11: Community Violence Interventions			
<b>Project Description</b> <i>Project descriptions must</i> <i>describe the project in</i> <i>sufficient detail to provide</i> <i>understanding of the major</i> <i>activities that will occur.</i> <i>Required to be between 50</i> <i>and 250 words.</i>	This project will address gaps and emerging needs that support a holistic approach to violence prevention. Specifically, this funding will support priorities identified in the Madison and Dane County Violence Prevention Roadmap and prioritized via the Madison and Dane County Violence Prevention Coalition. The issues we are seeing surrounding violence are not new, but have been exacerbated during the pandemic. CSLFRF funds will be utilized to support violence prevention through a variety of methods. A small portion of the funding will support critical infrastructure supplies for the violence prevention eco-system in Madison and Dane County			
Project Demographic Distribution Recognize the disproportionate impact of the pandemic-related recession on low-income and economically disadvantaged communities. Explain how projects were designed to prioritize economic and racial equity and promote equitable outcomes.	(Collection of this data will be phased in; no data will be collected in this area before April 2022)			
Subawards	Award number (e.g., Award number,			
Provide detailed obligation and expenditure information	Contract number, Loan number)			
for EACH contract and grant awarded, loan issued, transfer	Award Date			
made to other government entities, or direct payment	Award Type			
made by the recipient.	Award Amount			
	Award Description			

	Award payment method (reimbursable	
	or lump sum payment(s))	
	For loans, expiration date	
	Primary place of performance	
	Related project name(s)	
	Related project identification number(s) (created by the recipient)	
	Period of performance start date	
	Period of performance end date	
	Quarterly obligation amount	
	Quarterly expenditure amount	
	Project(s)	
Civil Rights Compliance	Is this Project in compliance with Title VI of	the Civil Rights Act of 1964?
Treasury will request		
information on recipients'	Yes No	
compliance with Title VI of	Narrative describing the recipient's complia	ance with Title VI
the Civil Rights Act of		
1964, as applicable, on an		
annual basis.		
Quarterly Required	- No additional requirements	
Programmatic Data		
-		

# Annual Report template - VIOLENCE PREVENTION

Project	Public Health Madison Dane County (PHMDC) Violence Prevention Initiatives		
Project Number	13971		
Expenditure Category	EC 1 – Public Health		
	1.11: Community Violence Interventions		
<b>Project Description</b> Project descriptions must describe the project in sufficient detail to provide understanding of the major activities that will occur. Required to be between 50 and 250 words.	<ul> <li>This project will address gaps and emerging needs that support a holistic approach to violence prevention. Specifically, this funding will support priorities identified in the Madison and Dane County Violence Prevention Roadmap and prioritized via the Madison and Dane County Violence Prevention Coalition. The issues we are seeing surrounding violence are not new, but have been exacerbated during the pandemic.</li> <li>CSLFRF funds will be utilized to support violence prevention through a variety of methods. A small portion of the funding will support critical infrastructure supplies for the violence prevention eco-system in Madison and Dane County.</li> </ul>		
Project Demographic Distribution Recognize the disproportionate impact of the pandemic-related recession on low-income and economically disadvantaged communities. Explain how projects were designed to prioritize economic and racial equity and promote equitable outcomes.	(Collection of this data will be phased in; no data will be collected in this area before April 2022)		
Uses of Funds Describe in further detail your intended and actual uses of the funds. Describe any strategies employed to maximize programmatic impact and effective, efficient, and equitable outcomes. Describe how the funds support the communities, populations, or individuals in your community. Description should address how you	Public Health (EC 1): As relevant, describe how funds are being used to respond to COVID-19 and the broader health impacts of COVID-19 and the COVID-19 public health emergency.		

are promoting each, to the extent they apply:

## Equitable Outcomes

Describe efforts to promote equitable outcomes, including how programs were designed with equity in mind. How do you consider and measure equity at the various stages of the program, including:

#### Goals:

Are there particular historically underserved, marginalized, or adversely affected groups that you intend to serve within your jurisdiction?

#### Awareness:

How equal and practical is the ability for residents or businesses to become aware of the services funded by the SLFRF?

#### **Access and Distribution:**

Are there differences in levels of access to benefits and services across groups? Are there administrative requirements that result in disparities in ability to complete applications or meet eligibility criteria?

#### **Output Metrics:**

What output metrics will be used to monitor the implementation of the project? What quantitative and qualitative data will be collected?

#### **Outcome Metrics:**

What outcome metrics will be used to monitor the implementation of the project? What quantitative and qualitative data will be collected?

#### Equitable Outcomes:

Are intended outcomes focused on closing gaps, reaching universal levels of service, or disaggregating progress by race, ethnicity, and other equity dimensions where relevant for the policy objective?

#### **Economic and Racial Equity**

Describe how your planned or current use of funds prioritizes economic and racial equity as a goal, name specific targets intended to produce meaningful equity results at scale, and articulate the strategies to achieve those targets. Explain how your overall equity strategy translates into the specific services or programs offered.

#### **Constraints or Challenges**

Describe any constraints or challenges that impacted project success in terms of increasing equity. In particular, this section must describe the geographic and demographic distribution of funding, including whether it is targeted toward traditionally marginalized communities.

#### **Community Engagement**

Describe how your planned or current use of funds incorporates written, oral, and other forms of input that capture diverse feedback from constituents, community- based organizations, and the communities themselves. Where relevant, this description must include how funds will build the capacity of community organizations to serve people with significant barriers to services, including people of color, people with low incomes, limited English proficient populations, and other traditionally underserved groups.

#### **Use of Evidence**

Identify whether SLFRF funds are being used for evidence-based interventions and/or if projects are being evaluated through rigorous program evaluations that are designed to build evidence. Describe the goals of the project, and the evidence base for the interventions funded by the project. Specifically identify the dollar amount of the total project spending that is allocated towards evidence-based interventions for each project.

## Required Performance Indicators and Programmatic Data

While subrecipients have discretion on the full suite of performance indicators to include, a number of mandatory performance indicators and programmatic data must be included. These are necessary to conduct oversight as well as understand and aggregate program outcomes across recipients and subrecipients.

#### **Executive Compensation**

As required by the <u>2 CFR Part 170</u>, Appendix A, regarding reporting subaward and executive compensation, subrecipients must report the names and total compensation of their five most highly compensated executives for the preceding completed fiscal year, if:

- (1) the recipient received 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as provided by 2 CFR 170.320 (and subawards), and received \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act (and subawards), and
- (2) if the information is not otherwise public

#### Public Health (EC 1):

- No additional requirements