

WISCONSIN DIVISION OF EMERGENCY MANAGEMENT
State-Local Pre-Disaster Mitigation Program Assistance Agreement
Planning Subaward
PDMC-PL-05-WI-2015-010 City of Milwaukee Plan Update

This Subaward Agreement between the Wisconsin Division of Emergency Management (WEM/the recipient) and the City of Milwaukee (the subrecipient) shall be effective on the date signed by WEM and the subrecipient. It shall apply to all Pre-Disaster Mitigation (PDM) program assistance provided by or through WEM to the subrecipient.

The purpose of this agreement is to formally recognize the goals of the PDM program and to establish guidelines by which PDM funds are to be used. This agreement is in addition to the requirements outlined in FEMA Form 20-16A, Assurances for Non-Construction Programs, which was signed by the above-mentioned subrecipient and submitted with the PDM application.

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

(Name and Title)

has the legal authority and is hereby authorized to execute documents for and on behalf of the subrecipient. The individual with this designation is to be the authorized representative for obtaining PDM funds.

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

1. This Subaward Agreement in the amount of \$40,000.00 will serve as the contract between WEM and the subrecipient for the federal fiscal year 2015 PDM planning subaward for the purpose of updating an all-hazards mitigation plan. 75% or \$30,000.00 is the Federal share funded through FEMA. The remaining 25% or \$10,000.00 is the local program match that must be met with matching contributions from non-federal funding sources. If there is a cost underrun for the update of the plan, final reimbursement for the federal share of the planning costs will be adjusted based on actual costs of the plan. If costs exceed the amount approved, the subrecipient is responsible for the costs in excess of the approved subaward.
2. Once this Subaward Agreement is signed and returned to WEM, the subrecipient may begin the planning process and the authorized representative may request reimbursement of expenses. The subrecipient will need to complete and submit to WEM a Request for Reimbursement of Expenses form with appropriate documentation in order to receive subaward funds. Advancement of funds may be made in some extraordinary situations upon prior approval of the recipient.

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

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

The subrecipient may request reimbursements of planning expenses up to 90% of the federal share of the subaward or \$27,000.00 as work progresses on the update of the 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 subaward has been submitted. The plan must be approved within 30 days of the end of the performance period. FEMA will recoup funds for subawards that do not meet the deliverable criteria of an adopted, FEMA-approved mitigation plan.

3. The authorized representative will be required to submit Quarterly Progress Reports to the State Hazard Mitigation Officer (SHMO) within fifteen days of the end of each quarter (due 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. Per the work schedule, the subrecipient 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 July 31, 2017 for review, with the final plan completed and approved by FEMA by December 31, 2017.
5. The performance period for the PDM planning subaward will be May 29, 2015 to October 30, 2018. The subrecipient will complete and submit a final request for reimbursement within 30 days of the end of the performance period or the completion of the plan, whichever is sooner. All costs must be incurred within the approved performance period or be approved pre-award costs.
6. The subrecipient will use PDM funds solely for the purpose for which these funds are provided and will adhere to the requirements in the FFY15 Hazard Mitigation Assistance Guidance.
7. The subrecipient shall maintain good standing with the National Flood Insurance Program (NFIP) and comply with local regulations pertaining to the NFIP.
8. The subrecipient will comply with all other policies and guidelines established by FEMA and WEM in administering the PDM program.
9. The subrecipient will comply with all applicable federal, state, and local codes and standards as pertain to this project.
10. The subrecipient will follow Emergency Management and Assistance Regulations found in Title 44 in the Code of Federal Regulations (CFR) Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

- Requirements for budget revisions (44 CFR 13.30). Transfer of funds among budget cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those cost categories exceed 10% of the total budget;
 - Cost-sharing requirements mandated by program statute or regulations (44 CFR 13.24); and
 - 44 CFR 13.32 Equipment, 13.33 Supplies, and 13.36 Procurement, and be in compliance with state and local laws and procedures.
11. The subrecipient will follow 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Super Circular) in administering the subaward.
 12. Any publication resulting from work performed under this agreement shall include an acknowledgement of FEMA's financial support and a statement that the publication does not constitute an endorsement of FEMA or reflect FEMA's views. The recipient is free to copyright any original work developed in the course of or under this agreement. FEMA reserves 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.
 13. The subrecipient will not enter into cost-plus-percentage-of-cost contracts for completion of the PDM mitigation plan.
 14. The subrecipient will not enter into a contract with any party that is debarred or suspended from participating in federal assistance programs.
 15. 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.

SUBAWARD CERTIFICATION

The undersigned do hereby certify that the subrecipient will fulfill all the requirements of the Pre-Disaster Mitigation program contained in federal and/or state program guidelines including the submission of all appropriate forms. The governing body of the subrecipient has duly authorized this document.

SIGNATURE OF SUBRECIPIENT'S AUTHORIZED REPRESENTATIVE:

_____ Date Signed _____
Name Printed _____ Title _____

Subrecipient Jurisdiction _____

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

K. Hornum 02/17/2016
_____ Date Signed _____
State Hazard Mitigation Officer