

SUBAWARD AGREEMENT
between
The State of Wisconsin Department of Military Affairs,
Division of Emergency Management
and the City of Milwaukee for
Implementation of Emergency Management Assistance Compact (EMAC)

PART I. EMAC MEMORANDUM OF UNDERSTANDING

1. Parties

The parties to this Subaward Agreement (“Agreement”) are the State of Wisconsin, Department of Military Affairs, Division of Emergency Management (“WEM”) and the City of Milwaukee (“Milwaukee”), individual each a Party, collectively the Parties.

2. Definitions.

“Assisting State” and “Assisting Governmental Unit” are defined in the Addendum to Resource Support Agreement (“Addendum”) attached to this Agreement as Exhibit A.

3. Authority

Intergovernmental cooperation agreements and contracts are authorized under Wis. Stat. § 66.0301. Additionally, the City of Milwaukee has authorized its Department of Administration to enter into this agreement pursuant to Common Council File Number 231078.

4. Purpose

Milwaukee is the host city for the 2024 Republican National Convention (RNC) and is responsible for carrying out certain aspects of a security plan established by the Department of Homeland Security, through its subsidiary, the United States Secret Service, in conjunction with its federal, state, and local public safety agency partners. WEM is prepared to provide support and assistance as requested by the City of Milwaukee, including the use of the Emergency Management Assistance Compact (“EMAC”) to obtain resources from other states, as necessary.

Section § 323.80, of the Wisconsin Statutes, incorporated herein, provides the specific terms of EMAC, which is a means of mutual assistance between states in managing any emergency or disaster declared by the governor of an affected state. Pursuant to EMAC, the state requesting assistance is responsible for costs associated with the receipt of assets through EMAC and the WEM Administrator is the legally designated state official in Wisconsin responsible for managing EMAC.

This Agreement sets forth terms for the processing of requests for assistance and

reimbursements for EMAC costs associated with the RNC to be held from July 15, 2024, through July 18, 2024, and security-related needs before and after the actual dates of the RNC, and sets forth the terms of the subaward agreement between Milwaukee and WEM.

5. Grant

Milwaukee will apply for and is expected to be awarded a federal grant in the amount of at least \$50 million (the Grant) from the U.S. Department of Justice, Bureau of Justice Assistance (“BJA”) and/or the Department of Homeland Security to reimburse the costs of security for the RNC. This Agreement between WEM and Milwaukee is a federal subaward of the Grant. The Resource Support Agreements between WEM and Assisting States are not required to be federal subaward agreements.

6. Controlling Documents

This Agreement, Wis. Stat. § 323.80, the Wisconsin EMAC Operations Manual “(the Manual”) and the EMAC Resource Support Agreement(s) (RSA), and the award conditions of the Grant (which shall be provided to WEM upon its availability to Milwaukee) control the actions of the Parties with respect to the subject matter of this Agreement. If the provisions of the Manual conflict with this Agreement or the award conditions of the Grant, the provisions of the Agreement and the award conditions of the Grant control. If the provisions of the Agreement conflict with the award conditions of the Grant, the award conditions of the Grant control. If the provisions of the Manual or Agreement conflict with the provisions of the individual RSA(s), the RSA(s) control(s).

7. Requirements Prior to the Activation of EMAC

- A. WEM agrees to recommend and assist in the preparation and execution of a gubernatorial state of emergency declaration for the purpose of activating EMAC and granting those law enforcement officers assisting Milwaukee through EMAC with arrest authority pursuant to Wisconsin Statutes § 323.80 at such time as the Governor issues the emergency declaration.
- B. Both Parties agree to establish and follow procedures consistent with EMAC, the Manual and the Grant requirements for the development, processing, approval, and tracking of all requests for assistance and reimbursement through the EMAC system prior to opening an EMAC incident. Any capitalized terms not defined in this Agreement shall be defined as they are in the Manual.
- C. Both Parties agree to name a designated EMAC primary point(s)-of-contact and provide sufficient staffing for the timely processing and approval of requests for assistance and reimbursement through the EMAC system. Designated staff will participate in EMAC training recommended by WEM. Milwaukee’s primary points of contact shall be Andrea Fowler, anfowler@milwaukee.gov and Bryan Rynders, brynde@milwaukee.gov. WEM’s primary contacts shall be Elizabeth Dahl, Elizabeth.dahl@widma.gov, Drew Werner, drew.werner@widma.gov. and Ruhamah

Bauman, Ruhamah.bauman@widma.gov.

- D. Both Parties agree to comply, and produce all documents necessary for such compliance, with any and all audits associated with EMAC requests and/or spending of the Grant funds and oversight by the United States Department of Justice as they pertain to EMAC. Both Parties also agree to comply with any audit findings and potential recoveries attributed to that Party's spending and oversight of the Grant and any other funding. This includes audits by applicable local, state, and federal agencies.

8. EMAC Request and Reimbursement Process

- A. Under the terms of this Agreement and the Manual, WEM shall serve as the Requesting State and is responsible for the obligations and actions of the State EMAC Coordinator and the Authorized Representative.
- B. WEM agrees to include the following in all broadcast and targeted Resource Support Requests (RSRs), which shall also be included in all RSAs upon acceptance of the RSR by both WEM and the Assisting State:
 - a. Links to documents hosted by Milwaukee, including the Addendum and other documents referenced therein.
 - b. The exact phrase: "Acceptance of this Resource Support Request creates a Resource Support Agreement which is a binding contract between Wisconsin and Assisting State and which incorporates the May 2023 version of the EMAC Operations Manual ("EMAC Operations Manual") published by the National Emergency Management Association and all documents linked to the Resource Support Request."
- C. Milwaukee agrees to reimburse the State of Wisconsin, through WEM, for all final and approved costs incurred by those governmental organizations providing services to Milwaukee through EMAC pursuant to RSAs approved by Milwaukee in accordance with paragraph F below, provided such costs are properly supported by the documentation required of the Assisting State in the Addendum. Milwaukee will complete all reimbursements to the State no later than June 1, 2025.
- D. Both Parties understand that the RSA is an estimate of such costs. Additional costs may be approved in the following ways:
 - a. By amending the RSA in accordance with Paragraph F below, or
 - b. In writing in accordance with Paragraph I.6 of the Addendum.
- E. WEM agrees to confer with and receive prior approval from Milwaukee points of contact prior to broadcasting an EMAC request for out-of-state personnel and

resources in order to obtain the most appropriate assistance for Milwaukee for the RNC. Milwaukee shall determine where resource gaps exist and specifically what types of mutual aid resources may be needed.

- F. WEM will assume the responsibilities for management of the EMAC process as required under Wis. Stat. § 323.80, including completion of the RSA, and responsibility for the reimbursement process. WEM agrees not to sign an RSA or any amended RSA until Milwaukee reviews and approves it. Milwaukee shall grant approval via its primary points of contact, Andrea Fowler and/or Bryan Rynders, and approval shall be deemed official if signed (electronically or ink) by Andrea Fowler or Bryan Rynders.
- G. Milwaukee shall be responsible for establishing a Reception Center to facilitate check in/out and deployment of resources.
- H. Any documentation provided to WEM by assisting states seeking reimbursement under EMAC for the RNC shall also be provided to Milwaukee. Within 21 days of receipt, Milwaukee will review reimbursement requests and accompanying documentation and either request additional documentation or provide written approval to WEM via its primary points of contact, Andrea Fowler and/or Bryan Rynders
- I. Upon receipt of written approval of costs by Milwaukee, WEM will review and provide reimbursement of approved costs to the assisting state.
- J. Milwaukee will not be responsible for any costs incurred by WEM through any RSA or amended RSA that was not approved by Milwaukee. Reimbursement may be through the Grant or other funding sources available to Milwaukee for the RNC.

9. Survival

Those terms of this Agreement that which by their meaning is/are implied to survive termination shall continue in force and effect following the termination or expiration of the Agreement.

10. Modification

No amendment of this Agreement will be effective unless and until it is in writing and signed by both Parties.

11. Waiver

No waiver by either Party of satisfaction of a condition or failure to comply with an obligation under this Agreement will be effective unless and until it is in writing and signed by the WEM Administrator and designated Milwaukee representative, and no such waiver will constitute a waiver or satisfaction of any other condition or failure to comply with any other obligation. Nothing in this Agreement shall be construed to waive any privilege, right of recovery, cause of action, defense, remedy, category of damages,

or immunity to which either Party is entitled under common law, or federal, state, or local law.

12. Counterparts

If the Parties sign this Agreement in several counterparts, each will be deemed an original but all counterparts together will constitute one instrument.

13. Governing Law

The laws of the State of Wisconsin, without giving effect to its principles of conflicts of law, govern all adversarial proceedings arising out of this Agreement. Venue shall lie in any court of competent jurisdiction within Dane County.

14. Entire Agreement

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all other agreements, whether written or oral, between the Parties with respect to the subject matter of the Agreement.

15. Severability

If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability; all other terms in this Agreement shall remain in full force and effect for the term of this Agreement.

16. Independent Legal Entities

Milwaukee and WEM are independent legal entities, and each of their employees are not employees of the other, nor are they entitled to any fringe benefits or any other benefits of which the Party’s salaries employees are entitled to or are receiving. Milwaukee and WEM form no joint venture or legal partnership under this Agreement.

PART II. SUBAWARD TERMS AND CONDITIONS

1. Federal Subaward Information Required by 2 C.F.R. §200.332. For purposes of this section, “Subrecipient” refers to WEM.

Subrecipient name	State of Wisconsin, Department of Military Affairs, Division of Emergency Management (WEM)
Subrecipient Unique Entity Identifier (UEI)	N95NY1A1U3M7
Federal Award Identification Number (FAIN)	This information will be provided upon receipt of the Security Grant by Milwaukee.
Date of award to the City by the federal agency:	This information will be provided upon receipt of the Security Grant by Milwaukee. Milwaukee anticipates that the Federal Security Grant will be awarded on or around March, 2024.
Subaward period of performance start & end date	Start date is the date of execution of this Agreement, and end date is December 31, 2024 or earlier if required by the Security Grant.
Subaward budget start & end date	Start date is the date of execution of this Agreement, and end

	date is December 31, 2024 or earlier if required by the Security Grant.
Amount of federal funds obligated by Milwaukee to WEM by this action	\$22,499,200
Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current financial obligation	See above.
Total Amount of the Federal Award committed to the subrecipient by the pass-through entity	See above.
Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA)	Supportive law enforcement services to meet Milwaukee’s obligations under the Security Plan of the 2024 Republican National Convention.
Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity	Federal Awarding Agency: U.S Department of Justice, Bureau of Justice Assistance. Pass through entities: City of Milwaukee, and State of Wisconsin. Contact info for Milwaukee: Andrea Fowler, anfowler@milwaukee.gov
Assistance Listings number and Title; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at time of disbursement	This information will be provided upon receipt of the Security Grant by Milwaukee. Milwaukee anticipates that the Federal Security Grant will be awarded on or around March, 2024.
Identification of whether the award is R&D	Not R&D
Indirect cost rate for the Federal award (including if the de minimis rate is charged) per	N/A. Indirect is not charged for EMAC.

2. Terms of Subaward

- A. **Subaward.** The Agreement is a subaward agreement for the use of federal grant funds, and WEM is a federal award subrecipient. As such, WEM shall comply with all monitoring requirements, applicable requirements set forth in the DOJ Grants Financial Guide, as updated from time to time and available at <https://www.ojp.gov/funding/financialguidedoj/overview>, as set forth in 2 C.F.R. Part 200, and those specific grant conditions in the Grant award letter to Milwaukee, a copy of which shall be provided to WEM when it becomes available to Milwaukee. Those terms of the Grant award letter, DOJ Grants Financial Guide, and 2 C.F.R. Part 200, including the requirements of Appendix II to 2 C.F.R. Part 200, that, by their terms, are intended to apply to recipients of federal funds and their contractors at all award and subaward levels, shall bind WEM and all of its subawardees.
- B. **Term.** The term of the Agreement shall begin on the date of its final execution and shall end upon the completion of all obligations of the RSAs and participation by WEM, Assisting States, and Assisting Governmental Units in administrative proceedings and/or criminal and/or civil trials and/or audits by local, state, or federal auditors.
- C. **Approval by the U.S. Department of Justice – Bureau of Justice Assistance.** This subaward is subject to the approval of U.S. Department of Justice – Bureau of Justice Assistance (BJA). Should BJA fail to approve this subaward, the Agreement shall terminate. WEM and Milwaukee agree to work in good faith to incorporate any revisions required by BJA.

D. **Award Amount.** The subaward shall not exceed \$22,499,200 which is the estimated total cost for Assisting States' performance under their respective RSAs. The not-to-exceed amount may be increased only by written amendment signed by both Parties. If Milwaukee agrees that WEM shall accept RSAs that exceed the subaward budget identified in this paragraph, Milwaukee shall agree to amend this budget to accommodate those RSAs.

E. **Records, Audit, and Information Requests.**

E.1 Information requested pursuant to payment requests and audit. WEM shall furnish Milwaukee with such statements, records, reports, data, and information as Milwaukee may reasonably request to substantiate and/or investigate the basis of payment requests, and/or to meet the requirements of local, state, or federal audits and/or which are otherwise consistent with the requirements set out at 2 C.F.R. §§ 200.332 and 200.329.

E.2 Federal Grant Record Retention Requirements. WEM will retain those records required by 2 C.F.R. § 200.334 for a minimum of a period of three years after it receives notice from Milwaukee that Milwaukee has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters such as relevant audits and/or litigation are completed. Consistent with § 200.334, WEM shall retain such records if any litigation, claim, or audit is started before the expiration of the three-year period and until such litigation, claim, or audit is resolved and final action taken.

E.3 Federal Audit Requirements. If WEM expends more than \$750,000 in Federal awards during their fiscal year it will be subject to an audit under the Single Audit Act and its implementing regulation at 2 C.F.R. Part 200, Subpart F regarding audit requirements.

F. **Security Information.** WEM shall comply with all privilege and confidentiality requirements and procedures set forth by applicable federal governmental entities, including but not limited to the United States Secret Service. If WEM has custody of a record (broadly construed to include paper or electronic formats) that contains details of security arrangements or investigations relevant to the RNC, WEM shall, as soon as practical and without delay, notify Milwaukee of any request to disclose such record.

G. **Sam.gov profile.** WEM is required to maintain an active profile on SAM.GOV and a Unique Entity Identification number.

H. **Financial management.**

H.1 WEM agrees to maintain a financial management system that:

H.1.1 Meets the requirements of 2 C.F.R. §200.302.

H.1.2 Sufficiently segregates accounting records for funds received under this Agreement from those of other funding sources, agreements, programs, and/or projects,

H.1.3 Includes a double entry, full accounting system and a financial management information system in accordance with Generally Accepted Accounting Principles, and

- H.1.4 Includes a chart of accounts and accounting system that permit timely preparation of reports of program expenditures by provider type.
 - H.2 WEM shall also have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.
 - H.3 The grant award administrator and all relevant financial managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after October 15, 2020, will satisfy this condition. Trainings may be accessed at: <https://onlinegfmt.training.ojp.gov/>
 - H.4 By accepting this Agreement, WEM certifies that it meets the requirements of this "Financial Management" section, except for H.3, which, by its terms, may be completed after this Agreement is accepted.
- I. **Conflict of interest.** WEM will maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c)(1) and that such conflict of interest policy is applicable to each activity funded under this Agreement. WEM must disclose in writing to Milwaukee any potential conflict of interest affecting the awarded funds.
- J. **Remedies for noncompliance.** If WEM fails to comply with any term of this Agreement or in the underlying award documents (federal, state, or otherwise), and does not, or is not able to correct such noncompliance within a reasonable time, Milwaukee may, unless failure or inability to correct noncompliance is due to circumstances beyond WEM's control:
- J.1 Temporarily withhold reimbursement pending correction of the deficiency or breach
 - J.2 Disallow (that is, deny both use of funds and matching credit for) all or part of the activity or action not in compliance unless the failure to correct such noncompliance is due to circumstances beyond WEM's control;
 - J.3 Wholly or partially suspend the Subaward;
 - J.4 Withhold further reimbursement;
 - J.5 Terminate the Agreement;
 - J.6 Take other remedies that may be available in law.
- K. **Termination.** Milwaukee may terminate this Agreement at any time for any reason upon written notice to WEM. WEM will be reimbursed for its costs to date of termination and non-cancelable obligations properly incurred prior to the date of termination, provided, however, that such costs are properly documented as required in the Addendum. Upon notice of termination, WEM shall cease to incur or obligate new costs under this program.
- L. **Lobbying.** WEM agrees that no federal appropriated funds have been reimbursed or will be reimbursed, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal. Funds provided pursuant to this Agreement may not be used to influence federal contracting or financial transactions.

M. Debarment. WEM certifies that, at the time of execution, neither WEM, nor any of their respective principals are debarred, suspended, or proposed for debarment for federal financial assistance (e.g. General Services Administration’s List of Parties Excluded from Federal Procurement and Non-Procurement Programs). WEM further certifies that it will not enter into any transactions with any subrecipients, contractors, or any of their principals who are debarred, suspended or proposed for debarment. Should WEM or any of its respective principals become debarred during the term of the Agreement, WEM shall immediately notify Milwaukee and such debarment may be cause for termination of the Agreement.

N. Certifications and incorporation of federally required terms. The following terms, conditions, and/or certifications are incorporated into this Agreement by reference.

“Subrecipient” refers to WEM:

N.1 *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 2 C.F.R. Part 200, other than such provisions as the federal Security Grant awarding agency may determine are inapplicable to this Award.

N.2 *Universal Identifier and System for Award Management (SAM)*, 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25.

N.3 *Reporting Subaward and Executive Compensation Information*, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170.

N.4 *OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)*, 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180.

N.5 *Recipient Integrity and Performance Matters*, pursuant 2 C.F.R. Part 200, Appendix XII to Part 200.

N.6 *Governmentwide Requirements for Drug-Free Workplace*, 31 C.F.R. Part 20.

N.7 *New Restrictions on Lobbying*, 31 C.F.R. Part 21.

N.8 *Uniform Relocation Assistance and Real Property Acquisitions Act of 1970* (42 U.S.C. §§ 4601-4655) and implementing regulations.

N.9 *Generally applicable federal environmental laws and regulations*.

N.10 *Nondiscrimination*. WEM must comply with statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

N.10.1 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance, and including those provisions relating to limited English proficiency;

N.10.2 The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

N.10.3 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

N.10.4 The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 *et seq.*), which prohibits discrimination on the basis of age in programs or activities receiving federal financial assistance; and

- N.10.5 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 *et seq.*), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- N.10.6 Applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program. The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs." The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.
- N.11 *Protections for Whistleblowers*, found at accordance with 41 U.S.C. § 4712,
- N.12 *Increasing Seat Belt Use in the United States*. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
- N.13 *Reducing Text Messaging While Driving*. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, grantees, and contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.
- N.14 *Hatch Act*. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- N.15 *Publications*. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Subrecipient] via the City of Milwaukee by the U.S. Department of Justice."

IN WITNESS WHEREOF, the Wisconsin Department of Military Affairs, Emergency Management Division and the City of Milwaukee have caused this Agreement to be executed by their respective officers duly authorized:

State of Wisconsin
Department of Military Affairs
Division of Emergency Management

Greg Engle

Greg Engle, Administrator

Dated: 3/1/2024 | 12:37 PM CST

City of Milwaukee

Steven Mahan

Steven Mahan, Deputy Director of the
Department of Administration

Dated: 3/6/2024 | 6:33 AM PST

Aycha Sawa

Aycha Sawa, Comptroller
Dated: 3/6/2024 | 8:27 AM PST

AR

__ Initials (Comptroller)

__ Initials (Comptroller)

CA

Approved as to form & execution on
3/6/2024 | 10:32 AM CST, 2024 by

Alexander E. Foundos, Asst. City Attorney

Office of the City Attorney