

TERMS AND CONDITIONS

By submitting its expenses for reimbursement through the Routes to Recovery program, the submitting town, village, city, or county government (the “entity”) certifies and agrees to the following:

1. The entity has read and complied with the [Program Guidance](#) for this program.
2. The entity has exercised reasonable care and made all reasonable efforts to obtain and submit information that is accurate in all respects.
3. All items submitted for reimbursement were actual expenditures paid by the entity.
4. All items submitted for reimbursement were unanticipated expenditures not accounted for in the entity’s last-approved budget prior to March 27, 2020.
5. All items submitted for reimbursement were, in the reasonable judgment of the public officials responsible for incurring them, reasonably necessary expenditures incurred due to the COVID-19 public health emergency.
6. All items submitted for reimbursement were expenditures paid by the entity on or after March 1, 2020.
7. All payroll expenses submitted for reimbursement were incurred for employees in public safety, public health, health care, human services, or similar roles (or for employees re-deployed to those roles) whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. The entity is not submitting payroll expenses for services it knows to have been unrelated to mitigating or responding to the COVID-19 public health emergency.
8. None of the items submitted for reimbursement through this program have been already reimbursed from another outside source. If the entity later receives funding from another source that is used to cover any expenditure that was previously reimbursed through this program, it will notify the Department of Administration, withdraw the claimed expenditure to the extent covered by another source, and, if the withdrawal results in an increased allocation balance, either (a) submit other eligible expenses sufficient to cover the payment received for the withdrawn expenditure, or (b) repay the amount of the withdrawn expenditure to the Department of Administration. *Note – this provision does not apply to FEMA funding for an expenditure if the FEMA match option is selected, because the entity will only be reimbursed the local match portion of the expenditure.*
9. The entity has and will maintain for at least five years records sufficient to demonstrate that the items submitted for reimbursement were governmental expenditures that were unbudgeted, necessary to respond to the COVID-19 public health emergency, and incurred on or after March 1, 2020.
10. The entity will cooperate and provide any relevant information or records requested by the Department of Administration, any of its authorized representatives, the State of Wisconsin Legislative Audit Bureau or the Department of the Treasury Office of Inspector General at any time relating to the costs submitted for reimbursement.

11. The entity is solely responsible for demonstrating that payments it receives for the items submitted for reimbursement meet the eligibility requirements set forth under this document, the [Program Guidance](#), federal law, and [federal guidance](#). The entity will hold the Department of Administration and the State harmless for any audit disallowance related to the items submitted for reimbursement, irrespective of whether the audit is ordered by federal or state agencies or by the courts, and will be solely responsible for repaying the ineligible amounts (plus any assessed interest, costs, or fees) to the State or the federal government.
12. The Routes to Recovery program utilizes federal funds provided under the CARES Act. The Department of Administration provides the following information regarding the source of funds:

Federal Award Identification Number: N/A
Federal Award Date: N/A
CFDA #: 21.019, Coronavirus Relief Fund
Federal Awarding Agency: Department of the Treasury
Total Amount of the Federal Award: \$1,997,294,785.80
Amount of Federal Funds Obligated by this Award: Refer to Allocation Amount
Total Amount of Federal Funds Obligated: Refer to Allocation Amount
Research & Development: No
Indirect Cost Rate: N/A

13. By providing funds to the entity, the State assumes no liability for any acts or omissions of the entity or any of its officers, employees, contractors, or agents which are in any way related to the costs for which the entity seeks reimbursement. The entity will indemnify and hold harmless the Department of Administration and the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the entity, or of any of its contractors, in performing the activities for which the entity seeks reimbursement of costs.
14. As required by Wis. Stat. § 16.765, the entity will not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), Wis. Stats., sexual orientation as defined in s. 111.32 (13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the entity will take affirmative action to ensure equal employment opportunities. The entity will post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the State of Wisconsin's nondiscrimination law.

15. Pursuant to 2019 Wisconsin Executive Order 1, the entity will hire only on the basis of merit and will not (and did not) discriminate against any persons performing any work for which reimbursement is sought on account of their military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.
16. The entity understands and acknowledges that all information submitted to this program is a public record of the State and is subject to release under the Wisconsin Public Records Law, Wis. Stat. § 19.21 *et seq.*
17. The person submitting these terms and conditions has the intent and legal authorization to agree to these terms and conditions on the entity's behalf.