

RESOLUTION NO. 2006-134

RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE AUTHORIZING THE ACCEPTANCE OF EPCRA AND EMPG PERFORMANCE GRANTS FROM THE STATE OF WISCONSIN EMERGENCY RESPONSE BOARD AND AUTHORIZING THE 2007 PLAN OF WORK AGREEMENT BETWEEN WISCONSIN EMERGENCY MANAGEMENT AND RACINE COUNTY

To the Honorable Members of the Racine County Board of Supervisors:

BE IT RESOLVED by the Racine County Board of Supervisors that the application for and acceptance of an EPCRA Grant in the amount of \$32,875.00 and an EMPG Grant in an estimated amount of \$48,007.00 from the State of Wisconsin Emergency Response Board, by the Office of Emergency Management and the Racine County Local Emergency Planning Committee, be and is hereby authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the regulations, policies, guidelines and requirements stated in the Grant Assurances which are summarized in Exhibit "A", that is attached hereto and incorporated herein, are hereby authorized.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Executive, the County Board Chairman and/or the County Clerk as well as the Chairman of the Local Emergency Planning Committee are hereby authorized to execute the "FFY-07 Plan of Work Agreement" or any other contracts, agreements or other documents necessary to carry out the intent of this resolution.

Respectfully submitted,

1st Reading _____

FINANCE AND HUMAN RESOURCES COMMITTEE

2nd Reading _____

BOARD ACTION

Adopted _____

For _____

Against _____

Absent _____

Peter L. Hansen, Chairman

Karen A. Nelson, Vice-Chairman

VOTE REQUIRED: Majority

Thomas Pringle, Secretary

Prepared by: Corporation Counsel

David J. Hazen

Q. A. Shakoore, II

Van H. Wanggaard

Pamela Zenner-Richards

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INFORMATION ONLY

WHEREAS, on an annual basis, Racine County receives money in the form of an EPCRA Grant and an EMPG Grant from the State of Wisconsin Emergency Response Board; and

WHEREAS, the Plan of Work, when executed, becomes a performance contract between Wisconsin Office of Emergency Management and Racine County; and

WHEREAS, deadlines for the application and assurances agreement is December 15, 2006.

ASSURANCES

The Applicant hereby assures and certifies that it will comply with the regulations, policies, guidelines, and requirements as they relate to the application acceptance and use of emergency planning grant funds. Also the Applicant assures and certifies with respect to the grant that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
2. It agrees that (a) funds granted as a result of this request are to be expended for the purposes set forth in this application and in accordance with all applicable laws, regulations, policies and procedures of the State of Wisconsin; (b) no expenditures will be eligible for inclusion if occurring prior to the effective date of the grant; (c) funds awarded by Wisconsin Emergency Management (WEM) may be terminated at any time for violation of any terms and requirements of this agreement.
3. In connection with the performance of work under this agreement the Applicant agrees not to 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., arrest or conviction record, sexual orientation, as defined in s. 111.32(13m) Wis. Stat. or national origin, or ancestry, or marital status. 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 Applicant further agrees to take affirmative action to ensure equal employment opportunities. The Applicant agrees to 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 nondiscrimination clause.
4. It shall comply with Section 504, rehabilitation Act of 1973 which prohibits discrimination on the basis of a physical condition or handicap and the Age Discrimination Act of 1975 which prohibits discrimination because of age.
5. It shall ensure the establishment of safeguards to prevent employees, consultants, or members of the governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties as specified in Wisconsin Statutes 946.10 and 646.13.
6. The applicant agrees that, if required by the State Single Audit Guidelines issued by the Department of Administration, it will provide to the Department of Military Affairs an independent financial audit in compliance with such Guidelines.
7. It will give WEM through any authorized representative access to and the right to examine all records, books, papers or documents related to the grant. This provision shall also apply in the event of termination of this agreement. Any charges for copies provided by the Applicant of books, documents, papers, records, computer tapes or computer printouts shall not exceed the actual cost thereof to the Applicant and shall be reimbursed to the Applicant by WEM.
8. It will maintain such records as required by state and federal law. The minimum acceptable financial records consist of: 1) documentation of employee time; 2) documentation of all materials, supplies and travel expenses; 3) inventory records and supporting documentation for allowable equipment purchased to carry out the program scope; 4) rational supporting allocation of space charges; 5) any other records which support charges to program funds. The Applicant must maintain sufficient segregation of program accounting records from other programs and/or projects.
9. This grant shall be governed under the laws of the State of Wisconsin.
10. The Applicant will indemnify and save harmless 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 Applicant, or of any of its contractors, in prosecuting work under this agreement.
11. It will at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this grant and which in any manner affect the work or its conduct.
12. In carrying out any provisions of the Agreement or in exercising any power or authority granted on behalf of WEM, there will be no personal liability upon WEM, being understood that in such matters WEM acts as agent and representative of the State.