

**COUNTY OF RACINE
FINANCE & HUMAN RESOURCES COMMITTEE**

Supervisor Q. A. Shakoor, II, Chairman
Supervisor Robert N. Miller, Vice Chairman
Supervisor Thomas H. Pringle, Secretary
Supervisor Janet Bernberg
Supervisor Brett Nielsen

Supervisor Donnie E. Snow
Supervisor John A. Wisch
David Scholzen, Youth in Governance Representative
Achintya Krishnan, Youth in Governance
Representative

*** THIS LOCATION IS HANDICAP ACCESSIBLE. If you have other special needs, please contact the Racine County Board Office, 730 Wisconsin Avenue, Racine, Wisconsin 53403 (262) 636-3571, fax (262) 636-3491 or the TTD/RELAY 1-800-947-3529. ***

*****AMENDED*****

NOTICE OF MEETING OF THE

FINANCE AND HUMAN RESOURCES COMMITTEE

DATE: **Wednesday February 1, 2017**

TIME: **5:00 pm**

PLACE: **IVES GROVE OFFICE COMPLEX
AUDITORIUM
14200 WASHINGTON AVENUE
STURTEVANT, WISCONSIN 53177**

AGENDA –

1. Convene Meeting
2. Chairman Comments – Youth In Governance/Comments
3. Public Comments
4. Approval of Minutes from the January 10, 2017 committee meeting.
5. Transfers:
 - a) Land Information – Grant – Julie Anderson – Acceptance of a 2017 Wisconsin Land Information Program Strategic Initiative Grant of \$50,000 for the grant period January 1, 2017 – March 31, 2018 and transfer of \$50,000 within the Land Information – grants 2017 budget – 2017 – Resolution – 1st Reading at the February 14, 2017 County Board Meeting.
 - b) Metro Drug – Sheriff Christopher Schmaling – Transfer of \$30,000 from the Contingent account to Metro Drug Unit 2017 Budget and creation of a non-lapsing drug buy account for the metro drug unit – 2017 – Resolution – 1st Reading at the February 14, 2017 County Board Meeting.
 - c) *****Human Services – Alex Tillmann – Acceptance of the State of Wisconsin Department of Administration Community Development block Grant SOAR Program in the amount of \$50,000 and the transfer of funds within the CDBG Grants 2017 Budget – 2017 – Resolution – 1st Reading at the February 14, 2017 County Board Meeting. *****

6. Human Resources – Karen Galbraith – Change to casual time/sick time for non-exempt employees and change for vacation for exempt employees – action of the committee only.

7. Communication Referrals from County Board Meeting:

- a) Attorney Mark J. Leuck on behalf of Geraldine Logan has filed a complaint against Racine County for a vehicle accident with a snow plow.
- b) Attorney Richard G. Kalkhoff on behalf of Georgette & David Hahn has filed a complaint against Racine County for personal injury at Christopher Columbus Causeway.
- c) Attorney Patrick D. Bomhack on behalf of Rahima Strouse has filed a complaint against Racine County for personal injury at sidewalk near Barker Street.
- d) Attorney Alfred A. Drosen Jr. on behalf of Shannon M. Czubinski has filed a notice of injury & property damage against Racine County for a vehicle accident with a snow plow.
- e) Foreclosure items:

Attorney	Lending Company	Person/Persons	Amt. owed Racine CO
Robert M. Piette	Nationstar Mortgage LLC	Deena Schulz	\$177.05
William N. Foshag	US Bank Trust NA	Delirium Destinations LLC	\$175.29
Cord J. Harris	Wells Fargo Bank	Matthew R. & Alma D. Lees	\$214.70

f) Bankruptcy items:

Type of Action:	Person/Persons
Order of Discharge	Ada Marie Cottingham; Angela Annette Jackson; Cynthia L. Sullivan; Anthony Winston Fisher Sr.; Jay Gerard & Shelly Lynn Legath; Katie Jo Manka; George Edward Loesch; JoAnn Lynn Tweed; Letha Robin Chattman; Masar & Sylvia Isein; Katie Jo Manka; Sarah Elizabeth Stoneburner; Rosanna M. Santella
Notice of Chapter 13 Bankruptcy Case	Cynthia Ann Karlson; Carrie Lynn Robinson; John Paul & Cassandra Maureen Smerz; Jeffrey Dean & Karen Sue Sutton; Patterson Marshall; Sean N Rogers Sr; Virginia Weaver;
Notice & Motion to Dismiss – Confirmed Plan	Maggie Jayne Hansen; Robin & Natalie S. Nichols; Terri Ann Marx; Steve Wayne & Stella Lue Brown;
Notice of Chapter 7 Bankruptcy Case – No Proof of Claim Deadline	Clifford Terrance & Mary Alice Morrison; Juan Lorenzo & Elvia Lozano Rodriguez; Miguel A. & Veronica I. Cerda; Steven Raymond Brown; Sarah Colleen Morton;
Order Dismissing Case	Darryl Eugene Moultrie; Devonte LeVall Payne
Affidavit of No Objection – Chapter 7	Daniel Ronald Schmid;

Order Allowing Compensation for Debtor's Attorneys – Chapter 13	James F & Quinette L Eiland;
Order Scheduling Evidentiary Hearing – Chapter 13	Jeanette Denise Dooley;
Notice and Motion to Dismiss – Confirmed Plan	Anita M. Peters;
Abandonment and Relief from the Automatic Stay	Michael & Andrea Salas; Sean Rogers;
Notice – Case Closed without a Discharge Chapter 13	Tammie G. McWhorter

8. Staff Report – No Action Items.

9. Adjournment

FINANCE & HUMAN RESOURCES COMMITTEE ACTION ONLY

Requestor/Originator Finance

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date of Committee Meeting: 2/1/2017

Signature of Committee Chairperson
/Designee: _____

Description: Minutes from January 10, 2017 Finance & Human Resources Committee

Motion: _____

Action: County Board Supervisors Approve
 Deny

Youth In Governance Approve
 Deny

FINANCE AND HUMAN RESOURCES COMMITTEE MEETING
January 10, 2017

IVES GROVE OFFICE COMPLEX
AUDITORIUM
14200 WASHINGTON AVENUE
STURTEVANT, WISCONSIN 53177

Meeting attended by: County Board Supervisors Bernberg, Miller, Pringle, and Shakoor. Youth Representatives Krishnan and Scholzen, Finance Director Alex Tillmann, County Board Chairman Rusty Clark, and Aging and Disability Manager Michelle Goggins.

Excused: Supervisors Nielsen, Snow, and Wisch.

STURTEVANT, WISCONSIN 53177

Agenda Item #1 - Convene Meeting

Meeting Called to Order at 5:00 pm by Chairman Shakoor.

Agenda Item #2 – Chairman Shakoor – Youth In Governance/Comments

Chairman Shakoor read the Youth in Governance statement.

Agenda Item #3 – Public Comments

None.

Agenda Item #4 – Approval of Minutes from the December 14, 2016 Meeting.

Action: Approve the minutes from the December 14, 2016 meeting. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Miller. Vote: All Ayes No Nays. Youth Representatives Vote: All Ayes No Nays.

Agenda Item #5- Transfers.

5a). Human Services Department – Hope Otto – Transfer of (\$301,999) from Human Services Department 2017 budget to Health Services 2017 Budget and movement of Children’s Community Options Program (CCOP) – 2017 – Resolution – 1st Reading at the January 10, 2017 County Board Meeting.

Action: Motion to authorize the transfer of (\$301,999) from Human Services Department 2017 budget to Health Services 2017 Budget and movement of Children’s Community Options Program (CCOP) with 1st Reading at the January 10, 2017 County Board Meeting. **Motion Passed.** Moved: Supervisor Miller. Seconded: Supervisor Pringle. Vote: All Ayes No Nays. Youth Representatives Vote: All Ayes No Nays.

Agenda Item #6- Veterans Service Office – Brad Behling – Authorizing a 5 year agreement with Vetraspec for the Veterans claims management software – 2017 – Resolution – 1st Reading at the January 10, 2017 County Board Meeting.

Action: Motion to authorize a 5-year agreement with Vetraspec for the Veterans claims management software with 1st Reading at the January 10, 2017 County Board Meeting. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Bernberg. Vote: All Ayes No Nays. Youth Representatives Vote: All Ayes No Nays.

Agenda Item # 7 - Communication Referrals from County Board Meeting.

Action: Motion to receive and file items a –b. **Motion Passed.** Moved: Supervisor Miller. Seconded: Supervisor Pringle. Vote: All Ayes No Nays. Youth Representatives Vote: All Ayes No Nays.

Agenda Item # 8 – Staff Report – No Action Items.

The next Finance & Human Resources Committee meeting will be on January 18th. County Board Chair Clark requests that the Finance & Human Resources Committee discuss and set dates for the 2017 calendar year and 2018 budget deliberations.

Agenda Item # 9 – Adjournment

Action: Adjourn the meeting at 5:08 pm. **Motion Passed.** Moved: Supervisor Miller. Seconded: Supervisor Pringle. Vote: All Ayes No Nays.

REQUEST FOR COUNTY BOARD ACTION

YEAR	2017	X	Resolution Request
			Ordinance Request
			Report Request

Requestor/Originator: Land Information - Julie Anderson

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 2/1/2017 Date of County Board Meeting to be Introduced: 2/14/2017

1st Reading: 1st & 2nd Reading: *

* Include a paragraph in the memo regarding why 1st & 2nd reading is required.

Signature of Committee Chairperson/Designee: _____

TITLE OF RESOLUTION/ORDINANCE/REPORT:

Acceptance of a 2017 Wisconsin Land Information Program Strategic Initiative Grant of \$50,000 for the grant period

January 1, 2017 - March 31, 2018 and transfer of \$50,000 within the land information - Grants 2017 Budget

SUBJECT MATTER:

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

Any request which requires the expenditure or transfer of funds must be accompanied by the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.

The Committee believes that this action furthers the following goals:

- Make Racine County the most accessible county in Wisconsin for business to grow, develop and create family supporting jobs.
- Develop a system that encourages employees, elected officials and citizens to suggest ideas for service enhancement and productivity improvements including a measurement of customer satisfaction.
- Foster an environment where intergovernmental cooperation is encouraged to produce better services and efficiencies.
- Reduce or limit the growth of the tax levy as set forth in Resolution No. 2002-59S.
- To make Racine County a healthy, safe, clean, crime-free community and environment.

Award Amount: \$50,000
Agreement Number: AD179103

**2017 WISCONSIN LAND INFORMATION PROGRAM
STRATEGIC INITIATIVE GRANT AGREEMENT
BETWEEN
THE STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
And
RACINE COUNTY**

THIS AGREEMENT is made and entered into by and between the State of Wisconsin ("State"), Department of Administration ("Department") and Racine County ("Grantee"). This Agreement is complete and effective upon the signature of all parties.

WHEREAS, the Department administers the **Wisconsin Land Information Program Grant** ("Grant") through the Division of Intergovernmental Relations ("Division") to provide funds for eligible activities; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the Grantee has submitted an Application for the Grant to the Department and the Department, relying upon the representations set forth in the Application, approved an award to the Grantee in the amount of \$50,000 and

WHEREAS, the terms and conditions herein shall survive the performance period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is a mutually exclusive with, and is distinguished from, all previous agreements between the Grantee and the Department, and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as set forth in Articles 1 through 17 which are annexed and made a part hereof.

**State of Wisconsin
Department of Administration
Division of Intergovernmental Relations**

Racine County

BY: _____
Administrator
Division of Intergovernmental Relations

BY: _____
Name and Title


DATE: _____

DATE: _____



Public Works & Development Services

14200 Washington Avenue
Sturtevant, WI 53177
262-886-8440
fax: 262-886-8480

Memorandum to: Members of the Finance and Human Resources Committee
From: Julie A. Anderson, Director of Public Works & Development Services, Land Information Officer 
Date: January 26, 2017
SUBJECT: Acceptance of \$50,000 Wisconsin Land Information Grant

Racine County applied for and has just been notified of an award of \$50,000 in Land Information Grant Money from the State of Wisconsin. This grant application was approved by the Land Information Council and Racine County Plans to use the grant in the following manner, as we continue to improve and upgrade our land information data for use by internal and external clients:

Project #2: Convert to Modern Horizontal & Vertical Datums (for PLSS Benchmark 4)

Project Description/Goal

To update/convert to NAD83 horizontal & NAV88 vertical datums. Once the new control network is established, all existing data will be converted.

Business Drivers

- The county data – control network needs to be in compliance with the benchmark 4 standard
- The county data will work with existing datasets & standards set/created by state and/or federal agencies.
- This will improve accuracy of data & future work done in our county.

Objectives/Measure of Success

- Once the project is complete, a new control system will be the objective.
- To meet benchmark 4

Project Timeframes

It is anticipated this project will take 3 years to complete. The milestones will be discussed and established based on the project plan with the vendor/SEWRPC along with other participating counties.

Responsible Parties

Project review will be done by the Land Information Officer, County Surveyor and the Real Property Lister. The staff at SEWRPC along with the assigned contractor will be responsible for completing the project.

We would greatly appreciate your recommendation to approve the acceptance of this grant. Thank you for your consideration.

GENERAL TERMS AND CONDITIONS

ARTICLE 1. APPLICABLE LAW

This Agreement shall be governed under the laws of the State of Wisconsin. The monies shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the Department.

ARTICLE 2. LEGAL RELATIONS AND INDEMNIFICATION

The Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the performance period of this Agreement and that in any manner affect the work or its conduct.

The Grantee shall indemnify and hold harmless the Department 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 Grantee, or of any of its contractor(s), in performing work under this Agreement; brought for or on account of any obligations arising out of contracts between Grantee and its contractor(s) to perform services or otherwise supply products or services; or as a result of this grant.

The Grantee shall also hold the Department and the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts. If federal law requires an audit and if the Grantee is also the recipient of state funds under the same or a separate grant program, then the state funded programs shall also be included in the scope of the federally required audit. The Grantee shall comply with any requirements related to funding sources.

ARTICLE 3. STANDARDS FOR PERFORMANCE

These 2017 grant projects must be completed by March 31, 2018. The Grantee shall perform the projects and activities as set forth in the Grant Application and stipulated by the Department, and described herein in accordance with the standards set forth in Uniform Instructions for Preparing County Land Information Plans (available from the Wisconsin Land Information Program), incorporated herein by reference; and the standards from statute and administrative rule or adopted by the Department, State Geographic Information Officer, and any other applicable professional standards.

ARTICLE 4. PUBLICATIONS & DATA

All works produced under this Agreement shall become the property of the Grantee. All works and data shall be subject to the Wisconsin Public Records Law, Wis. Stat. 19.21 *et seq.* The Department reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use data, and to use works for government purposes. A notation indicating the participation of and partial funding by the Department shall be carried on all reports, materials, data and/or other information produced as a result of this Agreement.

ARTICLE 5. EXAMINATION OF RECORDS

Upon notice the Department shall have access to, and the right to examine, audit, excerpt, transcribe and copy on the Grantee's premises, any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the Department shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the Department. Such material shall be retained for a minimum of three years by the Grantee following final payment under this Agreement. This provision shall also apply in the event of termination of this Agreement. The Grantee shall notify the Department in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and may be reimbursed to the Grantee by the Department.

The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs; 7) Documentation of acquisition of contract

services and materials; and 8) Any other records which support charges to project funds. The Grantee shall maintain sufficient segregation of project accounting records from other projects and/or programs.

ARTICLE 6. PERFORMANCE REPORTS

The Grantee shall submit an annual performance report via the County Retained Fee/Grant Report as already required by s. 59.72(2)(b), Wis. Stats. The annual report for the previous calendar year is due June 30th of each year. The Grantee is to use the County Retained Fee/Grant Report form provided by the Department. In addition, upon project completion the county shall report on progress with the Grant award using the reporting template provided by the Department.

ARTICLE 7. PROJECT COMPLETION

As a special term and condition of the Grant award, Grantee shall complete the entire project as proposed in its grant application or modified by joint agreement, including submission of annual performance reports and a final grant project report required in Article 6 above.

ARTICLE 8. EXTENSIONS

The Grantee may request in writing an extension(s) of the Department if project will not be completed within the specified performance period. If the Grantee and the Department agree to the terms of the extension, the extension will be granted.

ARTICLE 9. FAILURE TO PERFORM

The Department reserves the right to receive a full refund of the grant award if required reports are not provided to the Department in a timely basis, if performance of contracted activities is not evidenced, or if the Grantee fails or refuses to provide data or materials in response to a request from the Department.

ARTICLE 10. TERMINATION OF AGREEMENT

The Department may terminate this Agreement at any time without cause upon thirty (30) days written notice to the Grantee. Upon termination, the Department's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the Department. The Grantee may terminate this Agreement, by delivering written notice to that effect to the Department not less than thirty (30) days prior to termination.

In the event this Agreement is terminated, for any reason whatsoever, the Grantee shall refund to the Department any payment made by the Department to the Grantee which exceeds actual costs incurred in carrying out the project as of the date of termination. This Agreement is subject to termination upon failure of the legislature to appropriate monies for it.

ARTICLE 11. CANCELLATION FOR CAUSE

The Department reserves the right to cancel any Agreement in whole or in part without penalty effective upon mailing of notice of cancellation for failure of the Grantee to comply with the any terms and conditions of this Agreement.

ARTICLE 12. NON-APPROPRIATION OF FUNDS

The appropriation from which payments are to be made is authorized under Sections 16.967 (7) and 20.505 (1) (ie) of the Wisconsin Statutes. This Agreement shall terminate without penalty if the Legislature fails to appropriate the funds necessary to carry out its terms.

FISCAL TERMS AND CONDITIONS

ARTICLE 13. ELIGIBLE COSTS

Eligible Costs are costs that are directly attributable to Grant activities and identified and approved in the Grant Application.

1. No Eligible Costs subject to this Grant may be incurred prior to January 1, 2017, unless previously approved in writing by the Department.
2. Costs only as identified in the Budget and described in the Project Description are allowed.

ARTICLE 14. METHOD OF PAYMENT

One half of the funds for the Strategic Initiative grant award shall be paid within 60 days of grant agreement execution and the remaining half will be made upon project completion.

ARTICLE 15. AUDIT REQUIREMENT

Grantee shall have a certified annual audit performed utilizing Generally Accepted Auditing Principles and Generally Accepted Auditing Standards. The following requirements apply:

Governmental entities that expend more than \$500,000 in Federal or \$100,000 in State awards in a single year shall comply with the Single Audit Act of 1984, OMB Circular A-133 and the State Single Audit Guidelines issued by the Department of Administration. Single audit reports are due to the Department within thirty (30) days from issuance of the report, but no later than 180 days after the end of the audit period.

If less than \$500,000 in Federal or \$100,000 in State awards are expended in a year, the organization shall confirm in writing that the above audit requirements are not applicable. This confirmation shall be submitted to the address listed below.

One copy (1) of the audit, along with the Management letter, if one was issued by the auditor, should be submitted to the address listed below. Responses and corrective action to be taken by management should be included for any findings or comments issued by the auditor. Send these copies to:

Single Audit Coordinator
Wisconsin Department of Administration
Division of Administrative Services
101 East Wilson Street, PO Box 7869
Madison, Wisconsin 53707-7869

The county, their agents and contractors shall participate in reasonable, random, unannounced, on-site audits of all program-related activities and expenditures on request.

*See OMB Circ. A-128 (Audits of State and Local Governments) and A-133 (Audits of Institutions of Higher Education and Other Non-profit Institutions) for special rules regarding entities that receive between \$25,000 and \$100,000 in Federal awards.

ASSURANCES

ARTICLE 16. NONDISCRIMINATION IN EMPLOYMENT

Grantee shall 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), sexual orientation 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 Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall 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.

ARTICLE 17. DISCLOSURE

The Grantee shall not engage the service of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the written consent of the employer of such person or persons and of the Department.

REQUEST FOR COUNTY BOARD ACTION

YEAR	2017	Resolution Request
		Ordinance Request
		Report Request

Requestor/Originator: Metro Drug - Sheriff Christopher Schmaling

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 2/1/2017 Date of County Board Meeting to be Introduced: 2/14/2017

1st Reading: 1st & 2nd Reading: *

* Include a paragraph in the memo regarding why 1st & 2nd reading is required.

Signature of Committee Chairperson/Designee: _____

TITLE OF RESOLUTION/ORDINANCE/REPORT:

Transfer of \$30,000 from the Contingnet account to Metro Drug Unit 2017 Budget and creation of a non lapsing
drug buy account for the metro drug unit

SUBJECT MATTER:

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

Any request which requires the expenditure or transfer of funds must be accompanied by the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.

The Committee believes that this action furthers the following goals:

- Make Racine County the most accessible county in Wisconsin for business to grow, develop and create family supporting jobs.
- Develop a system that encourages employees, elected officials and citizens to suggest ideas for service enhancement and productivity improvements including a measurement of customer satisfaction.
- Foster an environment where intergovernmental cooperation is encouraged to produce better services and efficiencies.
- Reduce or limit the growth of the tax levy as set forth in Resolution No. 2002-59S.
- To make Racine County a healthy, safe, clean, crime-free community and environment.

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	CURRENT BALANCE	TRANSFER	BUDGET AFTER TRANSFER	BALANCE AFTER TRANSFER
CONTINGENT ACCOUNT						
CONTINGENT ACCOUNT	15900000.515500	1,186,835	1,186,835	(30,000)	1,156,835	0
	TOTAL SOURCES			<u>(30,000)</u>		
MEDTRO DRUG - NON LAPSING						
DRUG BUY FUNDS	NEW ACCOUNT	0	0	30,000	30,000	0
	TOTAL USES			<u>30,000</u>		
				<u><u>0</u></u>		

FINANCE COMMITTEE RECOMMENDATION

After reviewing the Resolution/Ordinance and fiscal information supplied, your Finance Committee recommends FOR--AGAINST adoption.
REASONS

FOR	AGAINST



RACINE COUNTY SHERIFF'S OFFICE

717 Wisconsin Avenue, Racine, WI 53403-1237

(262) 886-2300 FAX (262) 637-5279

Waterford (262) 534-5166 Burlington (262) 763-9558

Sheriff Christopher Schmaling

Chief Deputy John C. Hanrahan

January 24, 2017

To: Q.A. Shakoor, II
Chairman, Finance and Human Resources Committee

From: Sheriff Christopher Schmaling

Ref: **TRANSFER OF FUNDS TO METRO DRUG UNIT**

The Sheriff's Office added two additional agents to the Metro Drug Unit (MDU) in January 2017 and recently entered into an agreement with the Village of Caledonia to have a Village officer assigned to MDU. This increases the number of MDU Agents from four (4) to seven (7).

A large portion of the work done by Racine County MDU agents involves the management of confidential informants to make "controlled buy" drug purchases. These transactions require "buy money" to purchase the illegal controlled substances.

MDU operations are funded, in part, by our annual grants from the Byrne Memorial Justice Assistance Program, which is administered by the South-East Area Drug Operations Group (SEADOG) as well as High Intensity Drug Trafficking Area (HIDTA) funds.

While we do not have the final 2017 award amounts, we have been informed that there will be no increase in the funding available through the Sheriff's Office grant allocations to cover increased personnel within MDU. With the increase in staffing from four (4) agents to seven (7) we expect increased activity as it relates to controlled buys. We are requesting the transfer of \$30,000 from the Contingent Account (15900000 515500) to a non-lapsing Metro Drug Unit Drug Buy Money (Co.) account.

We are seeking permission to move forward with this transfer. If you have any questions concerning this matter, please feel free to contact me. I will also have staff available at the Finance and Human Resources Committee meeting to answer any questions that you may have.

Sheriff Christopher Schmaling
Sheriff, Racine County

By: Captain Thomas Lamke

REQUEST FOR COUNTY BOARD ACTION

YEAR	2017	x	Resolution Request
			Ordinance Request
			Report Request

Requestor/Originator: Human Services Dept

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 2/1/2017 Date of County Board Meeting to be Introduced: 2/14/2017

1st Reading: 1st & 2nd Reading: *

* Include a paragraph in the memo regarding why 1st & 2nd reading is required.

Signature of Committee Chairperson/Designee: _____

TITLE OF RESOLUTION/ORDINANCE/REPORT:

Acceptance of the State of Wisconsin Department of Administration Community Development Block Grant SOAR
Program in the amount of \$50,000 and the transfer of funds within the CDBG Grants 2017 Budget

SUBJECT MATTER:

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

Any request which requires the expenditure or transfer of funds must be accompanied by the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

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- Foster an environment where intergovernmental cooperation is encouraged to produce better services and efficiencies.
- Reduce or limit the growth of the tax levy as set forth in Resolution No. 2002-59S.
- To make Racine County a healthy, safe, clean, crime-free community and environment.

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	CURRENT BALANCE	TRANSFER	BUDGET AFTER TRANSFER	BALANCE AFTER TRANSFER
CDBG GRANTS - 14900000						
WI DEPT OF ADMIN - 16 - 17 SOAR	NEW ACCOUNT	0	0	(50,000)	(50,000)	0
	TOTAL SOURCES			<u>(50,000)</u>		
C/S - 16 - 17 SOAR	NEW ACCOUNT	0	0	50,000	50,000	0
	TOTAL USES			<u>50,000</u>		
				<u><u>0</u></u>		

THE TERM OF THE GRANT IS 10/1/16 THROUGH 9/30/17
THERE IS A 25% MATCH AND THIS WILL COME FROM
NON PROFIT AGENCIES.

FINANCE COMMITTEE RECOMMENDATION

After reviewing the Resolution/Ordinance and fiscal information supplied, your Finance Committee recommends FOR--AGAINST adoption.

REASONS

FOR	AGAINST

Racine County Human Services

Department

1717 Taylor Avenue, Racine, WI 53403

January 30, 2017

TO: Q.A. Shakoor
Chairman, Finance and Human Resources Committee

FROM: Brian J. Nelson
Fiscal Manager - Human Services Department

RE: CSOAR Grant – 10/01/2016 – 09/30/2017

As the local unit of government, Racine County is the designated applicant agency for WI Department of Administration, under the Community Development Block Grant (CDBG) program, for non-profit agencies in Racine County to provide services for homeless residents with mental health concerns. Racine County has served as the applicant agency for the SOAR grant for several years. Legal Action of Wisconsin, Inc. will implement the grant.

The application for this SSI/SSDI, Outreach, Access and Recovery (SOAR) grant was just released. The total SOAR grant request is \$50,000 and requires matching funds in the amount of \$12,500.

Brian J. Nelson
Fiscal Manager - Human Services Department

**AGREEMENT
BETWEEN
THE STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
AND
RACINE COUNTY**

THIS SUBAWARD AGREEMENT is made and entered into for the period of **10/1/16** through **9/30/17** ("Performance Period"), by and between the Department of Administration ("Department"), State of Wisconsin ("State"), whose principal business address is 101 East Wilson Street, P.O. Box 7970, Madison, WI 53707-7970 and **Racine County** ("Grantee"), whose service address is **1717 Taylor Ave, Racine, WI 53403**.

WHEREAS, on behalf of the State, the Department administers the Community Development Block Grant SOAR (CSOAR) Program ("Program"), to provide funds for eligible activities; and

WHEREAS, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

WHEREAS, the State has approved an sub-award to the Grantee in the amount of **\$50,000** for eligible activities herein described ("Project"); and

WHEREAS, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement; and

WHEREAS, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the Department and contains the entire understanding between the parties;

NOW, THEREFORE, in consideration of the mutual promises and dependent documents, the parties hereto agree as set forth in Articles 1 – 41 and Attachment A – F which are annexed and made a part hereof.

- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C - Source of Funds
- Attachment D – Method of Payment
- Attachment E – Reporting Requirements
- Attachment F – Program Rules

IN WITNESS WHEREOF, the Department and Grantee have executed this Agreement as of the date this Agreement is signed by the Department.

BY: _____
Jonathan Delagrave

BY: _____
Lisa Marks

TITLE: County Executive

TITLE: Division Administrator

DATE: _____

DATE: _____

DUNS Number: 0038981510

GENERAL TERMS AND CONDITIONS

ARTICLE 1. AGREEMENT ADMINISTRATION

The Department employee responsible for the administration of this Agreement shall be the **Division Administrator** or their designee, who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grantee's employee responsible for the administration of this Agreement shall be **Jonathan Delagrave, County Executive**, who shall represent the Grantee's interest regarding Agreement performance, financial records, and related considerations. The Department shall be immediately notified of any change of this designee.

The person(s) signing this Agreement on behalf of the Grantee certifies and attests that the Grantee's respective Articles of Organization, Articles of Incorporation, By-Laws, Member's Agreement, Charter, Partnership Agreement, Corporate or other Resolutions, and/or other related documents give full and complete authority to bind the Grantee, on whose behalf they are executing this document.

ARTICLE 2. CONDITIONS OF THE PARTIES' OBLIGATION

This Agreement is contingent upon authorization of Wisconsin and United States laws, and any material amendment to, or repeal of same affecting relevant authority of the State of Wisconsin in regard to Program shall serve to revise or terminate this Agreement, except as further agreed by the parties hereto. Nothing contained in this Agreement shall be construed to supersede the lawful power or duties of either party.

The Grantee shall notify the Department in writing within ten (10) days of change in the Grantee's address. All notices, demands or requests under this Agreement shall be in writing.

ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

The Grantee shall at all times comply with and observe all applicable federal and state laws, published circulars, ordinances, federal and state administrative regulations, guidance, and findings that are in effect during the Performance Period of this Agreement and which in any manner affect the Grantee's work or conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grantee thereby, there shall be no personal liability upon the State it being understood that in such matters the Department acts as an agent and representative of the State.

The Grantee shall indemnify and hold 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 Grantee, or of any of its agents or sub recipients, in performing work under this Agreement. The Grantee shall indemnify and hold 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 obligations arising out of agreements between Grantee and sub recipient(s) to perform services or otherwise supply products or services. The Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

Grantee assumes full responsibility and holds the Department harmless for any and all payments made or any other actions taken by the Department in reliance upon the above representation. Further, Grantee agrees to indemnify the Department against any and all claims, demands, losses, costs, damages, or expenses suffered or incurred by the Department resulting from or arising out of any such payment or other action, including reasonable attorneys' fees and legal expense, including, but not limited to, any demand by the federal granting agency for repayment or recoupment of funds.

If an audit is required by federal law and if the Grantee is also the recipient of State funds under the same or a separate contract program, then the State funded programs shall also be included in the scope of the federally required audit.

ARTICLE 4. SCOPE OF WORK

The eligible activities under this Agreement are summarized in the Attachments. In the event of a conflict between the summary in Attachments and the application and/or other supporting documents previously submitted to the State by the Grantee, Attachments shall control.

The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work and Budget. Changes to the Scope of Work shall be by written agreement of both the Department and the Grantee.

ARTICLE 5. SUBLET OR ASSIGNMENT OF AGREEMENT

The Grantee, its agents, or sub recipients shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the Department. The Department reserves the right to reject any sub recipient after notification. The Grantee shall provide the Department with a copy of any executed subcontract or accepted sub recipient bid for the purpose of administering this Agreement that relates to activities funded and exceeds the total grant amount in the Attachments. The Grantee shall be responsible for all matters involving any sub recipient engaged under this Agreement, including contract compliance, performance, and dispute resolution between itself and a sub recipient. The State bears no responsibility for sub recipient compliance, performance, or dispute resolution hereunder.

ARTICLE 6. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES

If a State public official as defined by s. 19.42, Wis. Stats., or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement is voidable by the State unless timely, appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave., Third Floor, Madison, WI 53703.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the Department and the employer of such person or persons.

The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 et seq. and 19.59 et seq.

ARTICLE 7. CONFLICT OF INTEREST

No person who is an employee, agent, consultant, or officer of the Grantee, or an elected or appointed official, and who exercises or has exercised any functions or responsibilities with respect to activities supported by and described in this Agreement, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any Agreement, subcontract, or Agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure. Receipt of earnings from the Grantee by employees of the Grantee shall not be considered a conflict of interest, but otherwise employees of the Grantee shall be fully bound by the requirements of this Article. Upon request, the Department can make exceptions to this requirement after full disclosure and where the Department determines, in consultation with federal agencies if necessary, that such exception is in the best interests of the State and is not contrary to state or federal laws.

ARTICLE 8. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

The Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, 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 Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices required by law.

Grants estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Grantee shall submit the Affirmative Action Plan/exemption statement to the Department of Administration, Division of Enterprise Operations, P.O. Box 7857, Madison, WI 53707-7867 unless compliance eligibility is current. No extensions of this deadline shall be granted. Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

ARTICLE 9. SMALL BUSINESS, WOMEN-OWNED AND MINORITY-OWNED BUSINESSES

The Grantee shall make positive efforts to utilize small business, local business, woman-owned and minority-owned business sources of supplies and services. Such efforts should allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

ARTICLE 10. TERMINATION OF AGREEMENT

The Department reserves the right to terminate this Agreement in whole or in part without penalty to the Department effective upon mailing of notice of cancellation for failure of the Grantee to comply with the terms and conditions of this Agreement.

Notwithstanding and in addition to the right to terminate the Agreement for cause described above, the Department may terminate this Agreement at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than thirty (30) days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the Project as of the date of termination plus any termination expenses having prior written approval of the State. However, in the event that the project is ineligible for funding under applicable federal rules, the State shall have no liability to the grantee whatsoever.

The Grantee may terminate this Agreement with or without cause by delivering written notice to the Department by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Department program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Department within forty-five (45) days of the effective date of notice of termination any payment made by the Department to the Grantee that exceeds actual approved costs incurred in carrying out the Project as of the date of termination.

ARTICLE 11. FAILURE TO PERFORM

The Department reserves the right to suspend payment of funds if required reports are not provided to the Department on a timely basis, or if performance of contracted activities is not evidenced. The Department further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other agreements between the Department and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the Department and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

ARTICLE 12. PUBLICATIONS AND SOFTWARE DEVELOPMENT

The Grantee may publish materials produced under this Agreement subject to the following conditions:

- a) All materials produced under this Agreement shall become the property of the Department of Administration and may be copyrighted in its name. The Grantee reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.
- b) The following notation shall be carried on all articles, reports, publications, or other documents resulting from this Agreement.

"This (article, report, publication or document) is funded (in whole or in part) by the Wisconsin Department of Administration, Division of Energy, Housing & Community Resources under the terms and conditions of this Agreement."

ARTICLE 13. AMENDMENT

Except as provided in this Article, this Agreement may be amended by mutual consent of the parties hereto. Amendments shall be documented by written, signed and dated addenda.

Upon written request of the grantee and at the sole discretion of the Division, an adjustment to the use of funds may be interchanged among eligible grant budget items without execution of an amendment; however, the total grant award amount shall not be exceeded. No other terms or conditions of the Agreement may be adjusted absent an Amendment, and all other terms and condition shall remain the same and in full effect if an adjustment is made.

ARTICLE 14. SEVERABILITY

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

ARTICLE 15. WAIVER

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

ARTICLE 16. FORCE MAJEURE

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed, or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts, or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the non-performing party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

ARTICLE 17. CHOICE OF LAW AND VENUE

In the event of a dispute, this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

ARTICLE 18. STANDARDS OF PERFORMANCE

The Grantee shall perform the Project and activities as set forth in the application and described herein in accordance with those standards established by statute, administrative rule, the Department, and any applicable professional standards.

ARTICLE 19. EXTRA WORK

If applicable, and if the Department desires to have the Grantee perform work or render services other than provided for by the expressed intent of this Agreement, such work shall be considered extra work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the Department and the Grantee. Work under such amendment shall not proceed unless and until so authorized by the Department.

Any such continuance of service that would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Wisconsin Legislature or the receipt of funds from the federal government.

ARTICLE 20. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by the Department, the terms and conditions of this Agreement shall survive the performance period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement.

FISCAL TERMS AND CONDITIONS

ARTICLE 21. AVAILABILITY OF FUNDS

Funds have been appropriated by the Wisconsin Legislature or received from the federal government for the services covered under this Agreement.

Continuation of this Agreement beyond the limits of funds available shall be contingent upon appropriation of the necessary funds or receipt of funds from the federal government. The Department reserves the right to terminate this Agreement in whole or in part without penalty due to non-appropriation of necessary funds by the Legislature or federal government.

ARTICLE 22. ALLOWABLE COSTS

The Omni Circular Subpart E shall be complied with by the Grantee with respect to specific items and their cost allowability.

ARTICLE 23. REIMBURSEMENT OF FUNDS

The Grantee shall return to the Department or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable costs of services provided under this Agreement. If the Grantee fails to return excess funds, the Department may deduct the appropriate amount from subsequent payments due to the Grantee from the Department. The Department also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the Department for any disbursed funds the Department determines have been misused or misappropriated. The Department may also require reimbursement of funds if the Department determines that any provision of this Agreement has been violated. Any reimbursement of funds required by the Department, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

ARTICLE 24. LIMITED USE OF PROGRAM FUNDS

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other agreements under this Program toward the activities for which funding is authorized by this Agreement, nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other agreements under the Program. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this Program whether under local, state or federal law, without the consent of the Department. The word "funds" as used in this Article does not include Program Income.

ARTICLE 25. FINANCIAL MANAGEMENT

The Grantee agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in the Attachments and with standards established by the State to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

The minimum acceptable financial records for the Project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the Project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to Project funds.

ARTICLE 26. METHOD OF PAYMENT

Payments are to be used exclusively for eligible costs incurred during the Performance Period of this Agreement. The Department shall make payment to the Grantee upon receipt of an eligible invoice submitted to the following email or address: DOADEHCRFiscal@wisconsin.gov

**Department of Administration
Division of Energy, Housing & Community Resources
Attn: Fiscal
P. O. Box 7970
Madison, WI 53707-7970**

Invoices shall reflect eligible costs incurred by approved Budget line item, as identified in the Attachment. Invoices shall be accompanied by written documentation of eligible costs.

Final Payment/Close-Out

Requests for final payment of any and all funds awarded by this Agreement shall be received by the Department **within 60 days from the end of the Performance Period or upon termination of this Agreement** unless otherwise specifically provided for in the Attachments. The State of Wisconsin is not responsible for payment of any request received outside of the aforementioned time frame, unless a valid amendment of this contract is executed.

ARTICLE 27. LIMITATION ON COSTS

The Department's contribution to the total cost, both direct and indirect, of performing the tasks under this Agreement shall not exceed the total amount for eligible costs, as identified in the Attachments. Changes to this Agreement that do not affect the total amount for eligible costs may be made by written agreement of both the Department and the Grantee.

ARTICLE 28. ELIGIBLE COSTS

1. No eligible costs subject to reimbursement by this Agreement may be incurred prior to the execution of this Agreement unless previously approved in writing by the Department.
2. Costs only as identified in the Attachments are allowed.
3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the Department.

ADMINISTRATIVE TERMS AND CONDITIONS

ARTICLE 29. SINGLE AUDIT REQUIREMENT

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

Federal Funded Awards:

Governmental and Non-profit Grantees, or their assignees, that **expend** federal funds during their fiscal year shall comply with the Omni Circular Subpart F, and the State Single Audit Guidelines issued by the Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

State Funded Awards:

NOTE: If an audit is required under the Omni Circular Subpart F as described above, then this section does not apply as State Funded Awards will already be included in that audit.

Governmental and Non-profit Grantees, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the Department within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package.

<http://www.doa.state.wi.us/Divisions/Budget-Finance/Financial-Reporting/State-Controllers-Office-State-Single-Audit-Guidelines>

ARTICLE 30. RECORDS AND REPORTS

The Grantee shall submit all required reports to the Department in a complete and timely manner per the schedule set forth in the Attachments and comply with all other applicable regulations.

ARTICLE 31. BONDING AND INSURANCE

Unless authorized otherwise by the Department, the Grantee shall provide either insurance, fidelity, or surety bonds in amounts sufficient, in the opinion of the Department, to safeguard Agreement funds and activities undertaken with Agreement funds and program income expended under this Agreement.

The Grantee shall establish and maintain in a state or federally insured financial institution an account for the purpose of receiving and disbursing all funds pertaining to this Agreement.

ARTICLE 32. EXAMINATION OF RECORDS

The Department, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe, and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the Department shall have access at any time to examine, audit, test, and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the Department. Such material shall be retained until such time as the Department notifies otherwise.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the Department in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the Department.

SPECIAL TERMS AND CONDITIONS

ARTICLE 33. COMPETITIVE PROCUREMENT PRACTICES

The Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

ARTICLE 34. REASONABLE COSTS

The Grantee shall control unit costs for products and services procured as a result of this Agreement, to the state average experience.

ARTICLE 35. AUDITS

Grantee shall perform an "Agreed upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the Department and the Auditor and shall extend beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

ARTICLE 36. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

The Grantee shall not use Confidential, Proprietary, or Personally Identifiable Information (“Confidential Information”) for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations there under. The Grantee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement. Grantee shall require all such Representatives to read and sign a non-disclosure statement, and shall be responsible for the breach of this Agreement by any said Representatives.

Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

Definitions

“Confidential Information” means all tangible and intangible information and materials, including all proprietary and Personally Identifiable Information, being disclosed in connection with this Agreement, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) non-public information related to the State’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived there from or based thereon; or (iii) information expressly designated as confidential in writing by the State.

“Personally Identifiable Information” means an individual’s last name and the individual’s first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual’s Social Security number; (b) the individual’s driver’s license number or state identification number; (c) the number of the individual’s financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual’s financial account; (d) the individual’s DNA profile; or (e) the individual’s unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

ARTICLE 37. LOBBYING

Program funds may not be used to influence federal contracting or financial transactions.

ARTICLE 38. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Grantee certifies that to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding the Grantee’s applications for these funds been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statement, or receiving stolen property;

- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) Have not within a three-year period preceding the Grantee's applications for these funds had one or more public transactions (federal, state, or local) terminated for cause or default.

ARTICLE 39. EQUIPMENT ACCOUNTABILITY

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee's name, unless otherwise specified by the Attachments. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

ARTICLE 40. PATENT INFRINGEMENT

If the Grantee is selling or providing for use articles to the State of Wisconsin, the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, the Grantee guarantees that the sale or use of the articles described herein shall not infringe any United States patent. The Grantee covenants that it shall, at its own expense, defend every suit brought against the State of Wisconsin (provided that such Grantee is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles and agrees to pay all costs, damages, and profits recoverable in any such suit.

ARTICLE 41. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE

If any portion of the funds shall be used to support training, workshops, seminars, exhibit space, etc., the Department shall receive complimentary registrations and/or exhibit/booth space, if requested.

ATTACHMENT A

SCOPE OF WORK

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, provisions of the Agreement shall take precedence.

Scope of Work:

Use of these funds is limited to eligible activities and shall be used within the performance period.

- A minimum of 35 intakes will be completed to determine SOAR eligibility.
- A minimum of 30 SOAR applications will be submitted for people who are homeless and have a mental illness using the SOAR (*Stepping Stones to Recovery*) process.
- A minimum of 40% of application submitted will result in benefits being secured either upon initial submittal or during an appeal.

NOTICES

For purpose of this provision, the Grantee shall notify the Department within writing within 5 business days of:

- Change of address.
- Change of hours of operations.
- Change in staff responsible for the implementation of this Agreement.
- Change of administration responsible for oversight of this Agreement.
- Termination of the operation of any component of this Agreement.
- Any and all financial or operational condition encountered by the Grantee that could impact fulfillment of any component of this Agreement.

All notices, demands or requests under this Agreement shall be submitted in writing to the addresses listed below:

To the Department: SOAR Program Administrator
Division of Energy, Housing and Community Resources
Department of Administration
PO Box 7970
Madison, WI 53707-7970

To the Grantee: Alexandra Tillmann, Finance Director
Racine County
1717 Taylor Ave.
Racine, WI 53403

ATTACHMENT B**BUDGET**

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, provisions of the Agreement, shall take precedence.

Activity	Award Amount	Match Amount	Total
Salary/benefits-(SOAR Specialist, Grant Administrator& Certified Peer Specialists)	\$50,000	\$4,905	\$54,905
Mileage	0	\$77.00	\$77.00
Occupancy - Rent	0	\$3,002.00	\$3,002.00
Office Supplies	0	\$437.00	\$437.00
Maintenance/Equip	0	\$310.00	\$310.00
Printing	0	\$79.00	\$79.00
Shipping	0	\$24.00	\$24.00
Medical Records	0	\$200.00	\$200.00
Postage	0	\$120.00	\$120.00
Telephone and Internet	0	\$1,589.00	\$1,589.00
Payroll Services, Audit, insurance	0	\$321.00	\$321.00
Utilities	0	\$635.00	\$635.00
Janitor	0	\$270.00	\$270.00
Library - Attorney	0	\$381.00	\$381.00
HMIS	0	\$150.00	\$150.00
TOTAL	50,000	12,500	62,500

ATTACHMENT C

SOURCE OF FUNDS

Program Name: The SSI/SSDI Outreach, Access and Recovery Grant Funds (CSOAR) funding made available in this contract came from the United States Government, through the Housing and Community Act of 1974, as amended, has established a program of Community Development Block Grants (CDBG) and has allowed each state to elect to administer CDBG funds for its non-entitlement areas, subject to certain conditions.

CFDA #: The CFDA Number for the CDBG Program is 14.228.

Federal Award Identification Number (FAIN): B16-DC-55-0001

Federal Award Date: 9/6/16

Total Amount of the Federal Award: \$24,713,128

Amount of Federal Funds Obligated by this Award: (See Budget Amount)

Funding Source:

The funds awarded under this Agreement have been encumbered and are subject to continued availability of funding from the U.S. Department of Housing and Urban Development.

The contact information for the federal awarding official is:

Charlotte John-Gomez
Director, Community Planning and Development

U.S. Department of Housing and Urban Development
Milwaukee Field Office
310 West Wisconsin Avenue, Suite 950
Milwaukee, WI 53203-2289

Phone: 414-935-6640
E-mail: Charlotte.A.John-Gomez@hud.gov
Fax: 414-935-6779

ATTACHMENT D

METHOD OF PAYMENT

The Grantee shall submit Expenditure Reports for actual expenditures at monthly intervals during the performance period of the Agreement.

- a. Expenditure Reports shall reflect summary detail, by approved budget category of the actual costs and the match provided.
 - b. Details of how the costs were calculated may be reported on an attached sheet
2. To initiate each payment, the Grantee must complete and submit an Expenditure Report to the following email address and copy the SOAR Coordinator:

DOADEHCRFiscal@wisconsin.gov

3. **AN HMIS SOAR SPECIFIC REPORT IS REQUIRED WITH YOUR EXPENDITURE REPORT. THIS REPORT WILL BE DETERMINED BY THE HMIS LEAD AGENCY.**

ATTACHMENT E
REPORTING REQUIREMENTS

- 1) The Grantee must complete and submit two program outcome reports required by the Wisconsin Department of Health Services due April 10, 2017 and October 10, 2017.
- 2) The Grantee is responsible for the timely submission (Biannually) of the Section 3 Economic Opportunities for Low- and Very-Low Income Persons, HUD Form 6002. This form is available on the Division's website.
- 3) Expenditure reports and all associated reports/supporting documents, including two HMIS SOAR-specific reports covering the same time period as the expenditure report, the CDBG SOAR accomplishment report covering the same period, and the CDBG Monthly Beneficiary/Applicants report covering the same period

ATTACHMENT F

PROGRAM RULES

In the event of conflict between the application and/or other supporting documents previously submitted to the Department by the Grantee, and these Program Rules, these Program Rules shall take precedent.

The Grantee shall comply with the Program Rules as follows:

1. Use of these funds shall be reported to the Department as outlined in the Agreement.
2. To be an eligible administrative expense, all purchases of property valued in excess of \$2,000 must be approved in writing by the Department prior to the purchase.
3. The program records will be maintained at the offices Racine County and Legal Action of Wisconsin. The Grantee must involve, to the maximum extent practicable, homeless individuals and families in constructing, renovating, maintaining, and operating facilities assisted under the SOAR program.
4. The Grantee must have a formal process in place to address the termination of assistance to any individual or family. The process should recognize the rights of the individuals affected, which may include a hearing (42 U.S.C. 11375(c) (7), as added by Section 1402(d) of the Housing and Community Development Act of 1992).
5. Grantee must attend all required SOAR trainings as scheduled.
6. No SOAR funds can be utilized to pay staff members that have not successfully completed the *Stepping Stones to Recovery* training, either in person or on-line.
7. The Grantee must provide the Department with a copy of any executed sub-contracts which exceed \$1,000 and which relate to project activities funded by the SOAR program.

FINANCE & HUMAN RESOURCES COMMITTEE ACTION ONLY

Requestor/Originator Karen Galbraith - Human Resources

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date of Committee Meeting: 2/1/2017

Signature of Committee Chairperson
/Designee: _____

Description: Change to casual time/sick time for non-exempt employees and change for vacation
for exempt employees

Motion: _____

Action: County Board Supervisors Approve
 Deny

Youth In Governance Approve
 Deny

B. Casual Time/Sick Time

1. Non-exempt Employees

Non-exempt employees accrue five casual days per calendar year. Casual time for eligible part-time employees will be prorated. There will be no carryover of these days from year to year. Unused casual days will **not** be paid out. Casual days are not accrued during the introductory period of employment. Upon completion of the introductory period, newly hired employees will receive pro-rated casual time at the rate of one half day for every full month remaining in the calendar year, not to exceed five (5) full days. An employee who terminates employment or moves to an exempt position prior to June 30 of any calendar year shall be reimbursed for one half of any unused casual days. An employee who terminates employment or moves to an exempt position after July 1st shall be reimbursed for any unused casual time.

2. Exempt Employees

Exempt employees accrue no casual days, but may take sick time for medical-related absences upon completion of the introductory period. However, such absences may constitute occurrences for purposes of the attendance policy.

C. Civil Leave

An employee will be given time off without loss of pay when subpoenaed to appear before a court, public body or commission in connection with county business. Any witness fee received by the employee for work-related matters shall be turned over to Racine County.

If an employee needs to appear under subpoena or in his/her own behalf in litigation involving personal or private matters, he/she may request time off work using the employee's available paid time or requesting unpaid time if no paid time is available.

D. Family and Medical Leave

1. Policy

Racine County will in good faith implement the policies, provisions and terms of the Federal Family and Medical Leave Act (FMLA) and the Wisconsin Family and Medical Leave Act (WFMLA), giving the more generous rights to the employee when the provisions of the acts differ. Nothing in Racine County's policy or procedure is intended to confer additional benefits or otherwise supplement, change or alter the conditions and directives of the FMLA or WFMLA. The taking of approved Family and Medical Leave will not be used in any employment decision including the determination of promotions, raises or disciplinary actions.

I. Vacation

1. Vacation Accumulation Schedule

Effective January 1, 2012, regular full-time employees and part-time employees working at least twenty (20) hours per week on a regular basis are eligible for paid vacation according to the vacation plan listed below. The County Executive may approve additional vacation for exempt employees in the first year of hire. Vacation benefits are based on a work year of two thousand eighty (2,080) paid hours. The "Anniversary Date of Employment" is computed from the employee's latest date of hire.

<u>Anniversary date of employment</u>	<u>Exempt</u>	<u>Non-exempt (represented or non-represented)</u>
6 months anniversary	2-days (1 week)	0
1 st through 4 th	2-weeks, 2-days (3 weeks)	2 weeks
5 th through 7 th	3-weeks (4 weeks)	2 weeks, 3 days
8 th through 12 th	4-weeks (4 weeks, 3 days)	3 weeks, 3 days
13 th through 17 th	4-weeks, 2-days (5 weeks)	4 weeks
18 th through 22 nd	5 weeks	4 weeks, 3 days
23 rd and beyond	5 weeks	5 weeks

Vacation entitlement for eligible part-time employees is pro-rated according to position hours.

2. Transition from pre-2012 Vacation Accumulation Schedules

Under schedules in effect prior to 2012, non-represented employees and certain represented employees accumulated vacations at faster rates than in this schedule. Such employees will suffer no loss of vacation eligibility earned under the pre-2012 schedules, but they will see no increase in vacation eligibility until the anniversary dates specified herein.*

3. Earning and Use of Vacation Benefit

Vacation is earned, or accrued, during the year prior to the anniversary of the employee's date of hire and is intended to be used during the twelve (12) month period following that anniversary date. Vacation pay is determined on the basis of each employee's straight time rate of pay received at the time he/she takes vacation, times the number of hours of vacation to which the employee is entitled. Vacation time earned will be based on paid hours including paid leaves such as vacation, holidays and disability periods.

4. Qualifying Period

An employee must complete his/her introductory period to be eligible for vacation benefits. Except for exempt employees, no employee is eligible to use vacation time prior to the first anniversary of his/her date of hire.

* For example, under the pre-2012 schedule, an exempt, non-represented employee was entitled to 4 weeks of vacation as of his/her 5th anniversary and 4 weeks, 3 days as of his/her 8th anniversary. Under the transitional arrangement, an exempt employee reaching his/her 7th anniversary in 2012 retains 4 weeks' vacation per year, but is not entitled to the next step--4 weeks, 2 days--until the 13th anniversary.