

**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
Ryan Anderson, Youth in Governance Representative
Ruby Ward, 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. ***

NOTICE OF MEETING OF THE
FINANCE AND HUMAN RESOURCES COMMITTEE

DATE: **Wednesday November 29, 2017**

TIME: **5:00 P.M.**

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 November 7, 2017 committee meeting.
5. Approval of Minutes from the November 21, 2017 joint meeting with the Committee of the Whole Meeting.
6. Finance Department – Alexandra Tillmann – 2016 Racine County Comprehensive Annual Financial Report – 2017 – Report – Representatives from Baker Tilly Virchow Krause, LLP Audit Firm will be present at the meeting. (Please bring document handed out at the September 6, 2017 meeting)
7. Finance Department – Alexandra Tillmann – 2016 Racine County Single Audit – 2017 – Report – Representatives from Baker Tilly Virchow Krause, LLP Audit Firm will be present at the meeting. (Please bring document handed out at the November 21, 2017 meeting)
8. Finance Department – Alexandra Tillmann – Racine County 2017 3rd Quarter Investment Report (Staff from DANA Investments will be available to discuss the materials) – 2017 – Report.

9. Transfers:
 - a) County Executive – Jonathan Delagrave – Transfer of \$15,500 from the Contingent account to the County Executive – Economic Development 2017 for increase the 2017 annual funding for Racine County Economic Development Corporation from \$109,500 to \$125,000 – 2017 – Resolution – 1st & 2nd Reading at the December 5, 2017 County Board Meeting.
 - b) County Executive – Jonathan Delagrave – Transfer of \$10,000 from the Contingent Account to the Cultural 2017 Budget to fund the donation Gateway Promise Endowed Fund. This fund is used for students who demonstrate financial need and paying for the gap between the cost of tuition and fees what other grant and tuition scholarship funds cover – 2017 – Resolution – 1st & 2nd reading at the December 5, 2017 County Board Meeting.
 - c) Information Technology – John Barrett – Transfer of \$58,038 within the Capital Project 2017 for the purchase of capital – Local Area Network storage device and transfer of \$4,992 from the Capital Project 2017 budget to the Information Technology - Non- Lapsing 2017 budget for maintenance for the new capital item – 2017 – Resolution – 1st & 2nd Reading at the December 5, 2017 County Board meeting.
 - d) Sheriff’s Office – Sheriff Christopher Schmaling – Authorizing the acceptance of a Wisconsin Department of Transportation, Bureau of Transportation Safety Seat Belt Enforcement Grant in the amount of \$90,000, Transfer of \$5,000 from the Sheriff’s Office – 2017 Budget to the Sheriff’s Office Grants 2017 Budget for the County’s local match and transfer of \$90,000 within the 2017 Sheriff’s Office – Grants 2017 Budget – 2017 – Resolution – 1st Reading at the December 5, 2017 County Board Meeting.
 - e) Sheriff’s Office – Sheriff Christopher Schmaling – Authorizing the acceptance of a Wisconsin Department of Transportation, Bureau of Transportation Safety Impaired Driving Enforcement Grant in the amount of \$40,000, Transfer of \$5,000 from the Sheriff’s Office – 2017 Budget to the Sheriff’s Office Grants 2017 Budget for the County’s local match and transfer of \$40,000 within the 2017 Sheriff’s Office – Grants 2017 Budget – 2017 – Resolution – 1st Reading at the December 5, 2017 County Board Meeting.
10. Sheriff’s Office – Sheriff Christopher Schmaling – Authorizing the acceptance of a Wisconsin Department of Justice, Division of Criminal Investigation COPS Meth Task Force Grant authorizing revenue transfers within the Sheriff’s Office accounts – 2017 – Resolution – 1st Reading at the December 5, 2017 County Board Meeting.
11. Medical Examiner’s Office – Michael Payne – Authorize a 3-year contract with Milwaukee County Medical Examiner’s Office to provide Racine County for autopsy services for the period 1/1/18 – 12/31/20 – 2017 – Resolution – 1st Reading at the December 5, 2017 County Board Meeting.
12. Communication Referrals from County Board Meeting:
 - a. Notice of Exemption from County Tax for Library Services for the Year 2018 – Village of Rochester, Village of Union Grove, Village of Waterford, City of Burlington and City of Racine.

b. Foreclosure items:

Attorney	Lending Company	Person/Persons	Amt. owed Racine CO
John M. Bjelajac	Educators Credit Union	Jason B. Matelski, William L. Matelski and Marilyn J. Matelski	Notice of Retainer
Patricia C. Lonzo	Wells Fargo Bank	Leif A. & Marilee Erickson	\$385.11

c. Bankruptcy items:

Type of Action:	Person/Persons
Affidavit of No Objection	Evelyn Carol Clark
Case Closed without a Discharge	Kevin & Lori Marion
Order of Discharge	Kenneth Scott Anderson; Jimmie Lee Henderson
Relief from Automatic Stay and Abandonment	Seth Christian & Candice Marie Oldenburg
Notice & Motion to Dismiss – Confirmed Plan	Allyson Faye Bouie

13. Staff Report – No Action Items.

a) Finance & Human Resources Committee next meeting is December 13, 2017

14. Adjournment

FINANCE & HUMAN RESOURCES COMMITTEE ACTION ONLY

Requestor/Originator Finance & Human Resources Committee

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date of Committee Meeting: _____

**Signature of Committee Chairperson
/Designee:** _____

Description: Approval of the minutes from the November 7, 2017 Meeting

Motion: _____

County Board Supervisors
Action: Approve
 Deny

Youth In Governance
 Approve
 Deny

FINANCE AND HUMAN RESOURCES COMMITTEE MEETING
November 7, 2017

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

Meeting attended by: Vice Chairman Miller, Supervisors Bernberg, Nielsen, Pringle, Snow, Wisch, Buske and Zenner-Richards, Youth Representatives Anderson and Ward, County Executive Jonathan Delagrave, Chief of Staff MT Boyle, Finance Director Alex Tillmann, Finance & Budget Manager Kris Tapp, Corporation Counsel Michael Lanzdorf and Asst. Corporation Counsel Jeff Leggett.

Excused: Chairman Shakoor II.

Agenda Item #1 - Convene Meeting

Meeting Called to Order at 5:45 pm by Vice Chairman Miller.

Agenda Item #2 – Youth in Governance/Comments

Vice Chairman Miller said the Youth in Governance statement.

Agenda Item #3 – Public Comments

None.

Agenda Item #4 – Approval of Minutes from the November 1, 2017 Meeting.

Action: Approve the minutes from the November 1, 2017 meeting. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Wisch. Vote: All Ayes No Nays. Advisory Vote: All Ayes No Nays.

Agenda Item #5- County Treasurer – Jane Nikolai – Donation of In-Rem property 151-032211071000 – 1227 Summerset Drive to the Village of Mt. Pleasant – 2017 – Resolution – 1st Reading at the November 13, 2017 County Board Meeting.

Action: Approve the donation of In-Rem Property 151-032211071000 – 1227 Summerset Drive to the Village of Mt. Pleasant – 2017 – Resolution – 1st reading at the November 13, 2017 County Board Meeting. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Nielsen. Advisory Vote: All Ayes No Nays. Vote: All Ayes No Nays.

Agenda Item #6 – Transfers

6a) Child Support – Jeff Leggett – Transfer of \$9,300 within the Child Support Services 2017 budget and the authorization for a capital project – Office build out for 2 offices – 2017 – Resolution - 1st Reading at the November 7, 2017 County Board Meeting.

Action: Authorize the transfer of \$9,300 within the Child Support Services 2017 budget and the authorization for a capital project – office build out for 2 offices – 2017 – Resolution - 1st Reading at the November 7, 2017 County Board Meeting. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Nielsen. Vote: All Ayes No Nays. Youth Representatives Vote: All Ayes No Nays

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

Action: Receive and file item a. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Nielsen.
Vote: All Ayes No Nays. **Advisory Vote:** All Ayes No Nays.

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

- a) Next meeting date will be on November 29, 2017.
- b) Salary schedules requested during budget meetings – requested that this be provided to the full county board.

Supervisor Snow arrived 5:50 pm.

Agenda Item # 9 – Adjournment

Action: Adjourn the meeting at 5:51 pm. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Nielsen. **Vote:** All Ayes No Nays.

FINANCE & HUMAN RESOURCES COMMITTEE ACTION ONLY

Requestor/Originator Finance & Human Resources Committee

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date of Committee Meeting: _____

**Signature of Committee Chairperson
/Designee:** _____

Description: Approval of the minutes from the November 21, 2017 joint meeting with the
Committee of the Whole

Motion: _____

Action: **County Board Supervisors**
 Approve
 Deny

Youth In Governance
 Approve
 Deny

**JOINT MEETING OF THE RACINE COUNTY BOARD OF SUPERVISORS
COMMITTEE OF THE WHOLE AND
FINANCE AND HUMAN RESOURCES COMMITTEE
November 21, 2017**

IVES GROVE OFFICE COMPLEX – COUNTY BOARD CHAMBERS
14200 WASHINGTON AVENUE
STURTEVANT, WISCONSIN 53177

The joint meeting of the Racine County Board of Supervisors Committee of the Whole and the Finance & Human Resources Committee was called to order at 5:30 p.m. by Chairman Russell Clark.

Meeting attended by: Vice Chairman Zenner-Richards, Supervisors Harden-Johnson, Osterman, Kaprelian-Becker, Cooke, Shakoor, II, Nielsen, Miller, Molnar, Gleason, Buske, Wisch, Maier, Grove, Roanhouse, Hincz, Pringle and Dawson. Also attending were County Executive Delagrave, Clerk of Courts Samuel Christensen, Asst. Corporation Counsel Michael Lanzdorf, Chief of Staff M.T. Boyle, and Finance Director Alexandra Tillman, and FHR Committee Youth Representatives Anderson and Ward.

Excused: Supervisors Bernberg and Snow.

Absent: None.

#5 – Request from Clerk of Courts Office for discussion and consideration of a Resolution for the Elimination of 1 FTE Non Rep – Non Exempt N030 Clerk III and creation of 1 FTE Non Rep – Exempt E030 Account Manager as of 12/1/17 within the Clerk of Courts 2017 Budget for 1st Reading at the 11/21/17 County Board meeting

FINANCE & HUMAN RESOURCES COMMITTEE MOTION

Action: To refer the Resolution for the Elimination of 1 FTE Non Rep – Non Exempt N030 Clerk III and Create of 1 FTE Non Rep – Exempt E030 Account Manager as of 12/1/7 within the Clerk of Courts 2017 Budget to the County Board for 1st Reading at its meeting on November 21, 2017. **Motion passed.** Motion: Supervisor Miller. Seconded: Pringle. Youth Vote: All Ayes.

#1 – Discussion and consideration of a Resolution by the Committee of the Whole Authorizing Entry Into An Intergovernmental Agreement Relating to the Regional Economic Development Project for 1st Reading at 11/21/17 County Board meeting

County Executive Delagrave stated he appreciates the work of the County Board and their patience in working through the process for this project. Corporation Counsel Lanzdorf gave some background regarding the agreement and said some portions were still being negotiated and drafted so it would be premature to release the terms of the agreement. The resolution this evening just allows the county to enter into an agreement, which would be incorporated and made available prior to the vote.

COMMITTEE OF THE WHOLE MOTION

Action: To refer the Resolution by the Committee of the Whole Authorizing Entry Into An Intergovernmental Agreement Relating to the Regional Economic Development Project for 1st Readings at the meeting on November 21, 2017. **Motion passed.** Motion: Supervisor Shakoor, II. Seconded: Supervisor Molnar.

#2 – Discussion and consideration of a Resolution Authorizing the Issuance of Not to Exceed \$80,000,000 General Obligation Bonds or Promissory Notes for Regional Economic Development Projects for 1st & 2nd Readings at the 11/21/17 County Board meeting

#3 – Discussion and consideration of a Resolution Awarding the Sale of \$80,000,000 Taxable Bond Anticipation Notes, Series 2017 for 1st & 2nd Readings at the 11/21/17 County Board meeting

#4 – Discussion and consideration of a Resolution Providing for the Sale of Not to Exceed \$80,000,000 Taxable Bond Anticipation Notes, Series 2017 for 1st & 2nd Readings at the 11/21/17 County Board meeting

FINANCE & HUMAN RESOURCES COMMITTEE MOTION

Action: To refer the Resolution Authorizing the Issuance of Not to Exceed \$80,000,000.00 General Obligation Bonds or Promissory Notes for Regional Economic Development Projects to the County Board for 1st & 2nd Readings at its meeting on November 21, 2017, to refer the Resolution Awarding the Sale of \$80,000,000.00 Taxable Bond Anticipation Notes, Series 2017 to the County Board for 1st & 2nd Readings at its meeting on November 21, 2017 and to refer the Resolution Providing for the Sale of Not to Exceed \$80,000,000.00 Taxable Bond Anticipation Notes, Series 2017 to the County Board for 1st & 2nd Readings at its meeting on November 21, 2017. **Motion passed.** Motion: Supervisor Pringle. Seconded: Supervisor Wisch. Youth Vote: All Ayes.

COMMITTEE OF THE WHOLE MOTION

Action: To refer the Resolution Authorizing the Issuance of Not to Exceed \$80,000,000.00 General Obligation Bonds or Promissory Notes for Regional Economic Development Projects to the County Board for 1st & 2nd Readings at its meeting on November 21, 2017, to refer the Resolution Awarding the Sale of \$80,000,000.00 Taxable Bond Anticipation Notes, Series 2017 to the County Board for 1st & 2nd Readings at its meeting on November 21, 2017 and to refer the Resolution Providing for the Sale of Not to Exceed \$80,000,000.00 Taxable Bond Anticipation Notes, Series 2017 to the County Board for 1st & 2nd Readings at its meeting on November 21, 2017. **Motion passed.** Motion: Supervisor Pringle. Seconded: Supervisor Molnar.

#6 - Adjournment

FINANCE AND HUMAN RESOURCES COMMITTEE MOTION

Action: Adjourn the meeting at 6:18 p.m. **Motion Passed.** Moved: Supervisor Miller. Seconded: Supervisor Wisch. Vote: All Ayes No Nays.

COMMITTEE OF THE WHOLE MOTION

Action: Adjourn the meeting at 6:18 p.m. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Molnar. Vote: All Ayes No Nays.

REQUEST FOR COUNTY BOARD ACTION

YEAR	<u>2017</u>		Resolution Request
			Ordinance Request
		X	Report Request

Requestor/Originator: Finance Director Alexandra Tillmann

Committee/Individual Sponsoring: Finance & Human Resources Center

Date Considered by Committee: 11/29/17 Date of County Board Meeting to be Introduced: 11/11/17

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:

Report - 2016 Racine County Comprehensive Annual Financial Report

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.

REQUEST FOR COUNTY BOARD ACTION

YEAR	2017		Resolution Request
			Ordinance Request
		X	Report Request

Requestor/Originator: Finance Director - Alexandra Tillmann

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 11/29/17

Date of County Board Meeting to be Introduced: _____

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:

Report - 2016 Racine County Single Audit

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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- To make Racine County a healthy, safe, clean, crime-free community and environment.

REQUEST FOR COUNTY BOARD ACTION

YEAR <u>2017</u>	<input type="checkbox"/> <input type="checkbox"/> <input checked="" type="checkbox"/>	Resolution Request Ordinance Request Report Request
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Requestor/Originator: Finance Department - Alexandra Tillmann

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 11/29/2017 Date of County Board Meeting to be Introduced: _____

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:

3rd Quarter Investment Report (Staff from DANA Investments will be available to discuss the materials)

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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- 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.
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- 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.



Racine County Wisconsin

Since 1836

AS OF OCTOBER 31, 2017



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17	Portfolio Holdings
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Contact



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Joe@DanaInvestment.com



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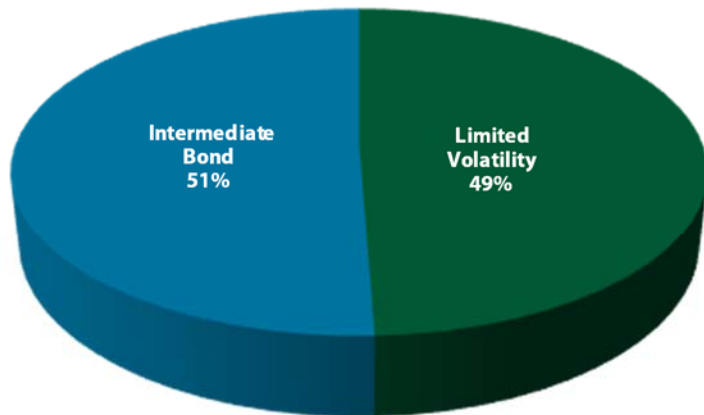


Through 7/31/2017

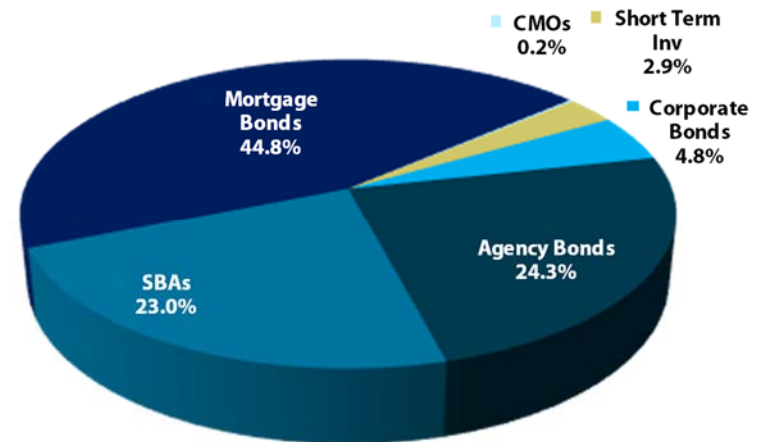
- Calendar 3rd quarter 2017 total return was 0.28%*
- Current yield as of 10/31/17 of the combined portfolios is 1.83%, compared to the LGIP yield of 1.04%
- Net return over LGIP since inception through 10/31/17 was \$ 785,751*



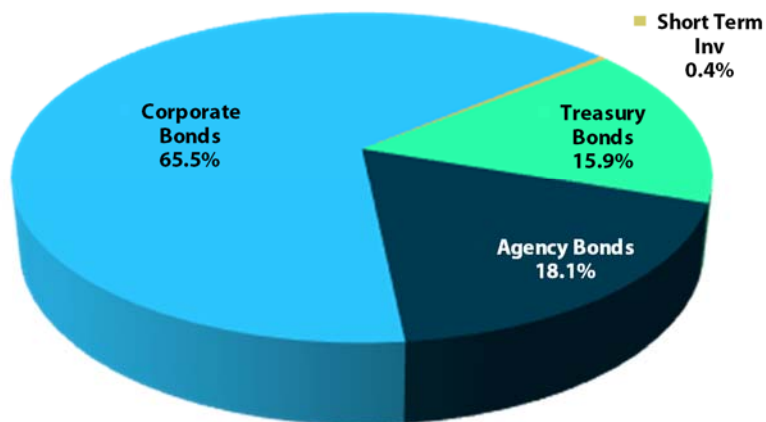
2198m - Racine County



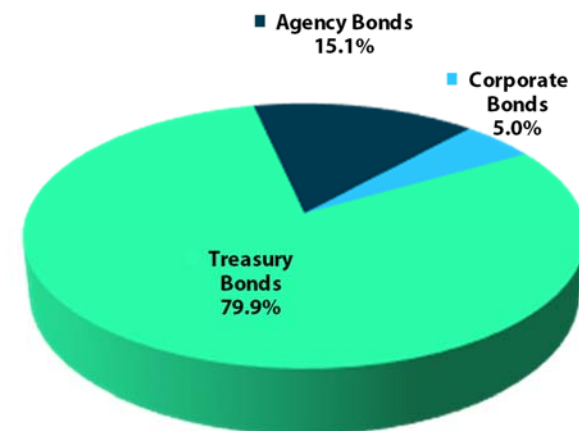
2198ma - Racine County - Limited Volatility Bond Portfolio

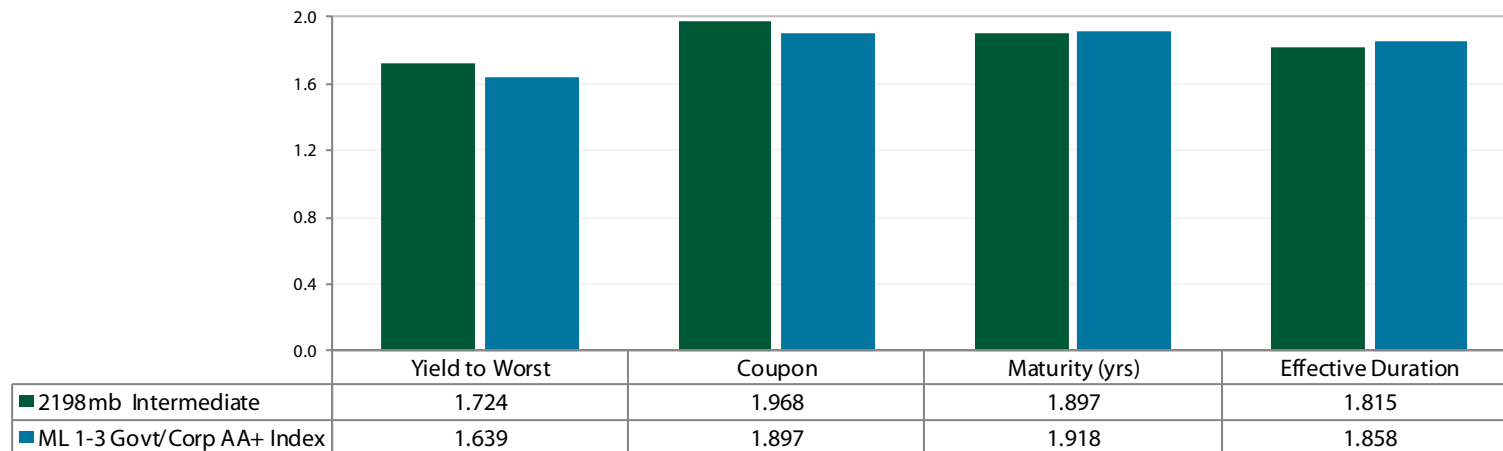
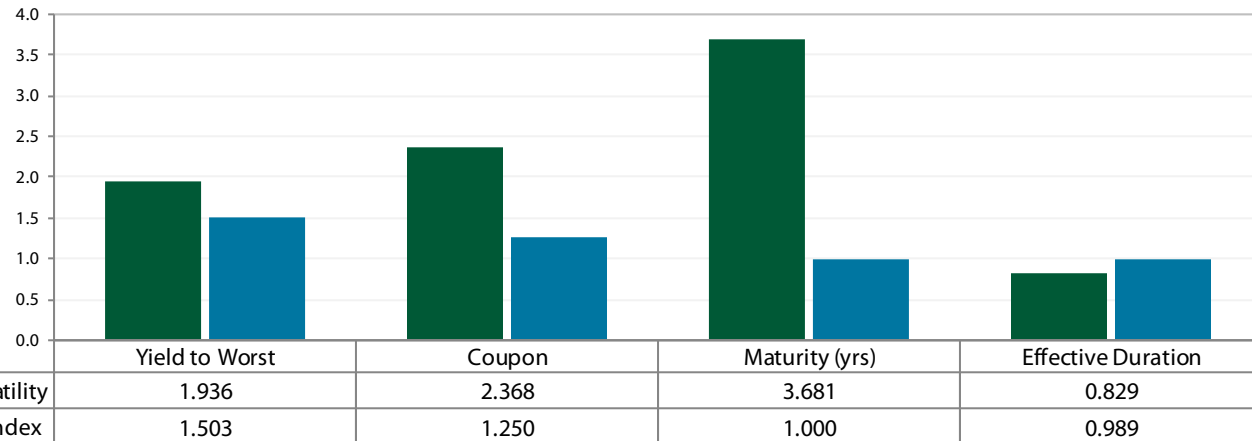


2198mb - Racine County - Intermediate Bond Portfolio



ML 1-3 Govt/Corp AA+ Index







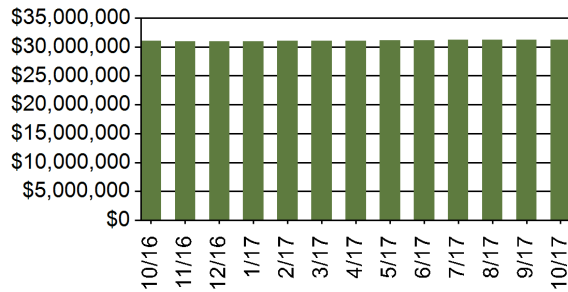
Account Activity 12/30/2016 to 10/31/2017

Portfolio Value on 12/30/2016	\$30,953,953.14
Contributions/Withdrawals	(\$8,901.26)
Investment Income	\$483,030.14
Unrealized Gain/Loss	(\$41,743.96)
Realized Gain/Loss	(\$157,246.26)
Change in Accrued Income	\$35,416.25
Portfolio Value on 10/31/2017	\$31,264,508.05
Total Gain after fees	\$262,810.60

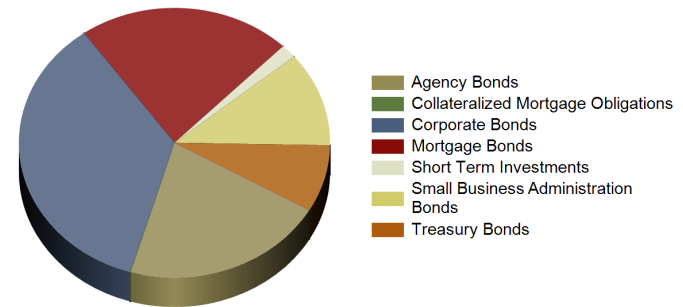
Portfolio Allocation

Summary as of 10/31/2017	Market Value	% Assets	Income	Yield
Short Term Investments	511,675	1.6	2,556	.50
Treasury Bonds	2,519,060	8.0	55,163	2.21
Agency Bonds	6,614,059	21.2	82,013	1.24
Small Business Administration Bonds	3,550,144	11.4	94,024	2.66
Mortgage Bonds	6,924,375	22.2	185,751	2.69
Corporate Bonds	11,115,251	35.5	239,193	2.17
Collateralized Mortgage Obligations	29,943	.1	807	2.70
Total Portfolio	31,264,508	100.0	659,506	2.12

Account Value (\$) Over Last 12 Months



Asset Allocation 10/31/2017



Data Through 10/31/2017

Racine County Data is Net of Fees

	Yield to Worst	Unannualized 3rd Quarter 2017	Unannualized Year-to-Date 2017	Average Annual (10/31/17) 3 Year	Average Annual (10/31/17) Since Inception
2198m - Racine County	1.83	0.28	0.87	0.74	0.69
2198ma - Racine County - Limited Volatility	1.94	0.27	0.63	0.64	0.74
2198mb - Racine County - Intermediate	1.72	0.28	1.10	0.83	0.70
BofA ML 1 Year Treasury Note	1.50	0.25	0.58	0.47	0.37
BofA ML US Gov/Corp 1-3 Year AA or Better	1.64	0.27	0.74	0.84	0.69
Wisconsin LGIP	1.04	0.24	0.65	0.40	0.26
Estimated \$ Return over LGIP *					\$ 785,751



Maturity (Years)		
	Portfolio %	Benchmark %
CASH	0.45	
<0.00		
0.00 - 0.99	39.34	
1.00 - 1.99	15.70	55.10
2.00 - 2.99	20.12	44.90
3.00 - 3.99	15.53	
4.00 - 4.99	4.47	
5.00 - 6.99	4.39	
7.00 - 9.99		
10.00 - 14.99		
15.00 - 19.99		
20.00 - 24.99		
25.00+		

Effective Duration		
	Portfolio %	Benchmark %
CASH	0.45	
<0.00		
0.00 - 0.99	39.34	3.00
1.00 - 1.99	18.60	57.80
2.00 - 2.99	22.86	39.20
3.00 - 3.99	13.74	
4.00 - 4.99	5.01	
5.00 - 5.99		
6.00 - 6.99		
7.00 - 7.99		
8.00 - 8.99		
9.00 - 9.99		
10.00+		

Coupon		
	Portfolio %	Benchmark %
CASH	0.45	
<0.00		
0.00 - 0.99	7.89	6.39
1.00 - 1.99	43.38	69.59
2.00 - 2.99	36.80	8.49
3.00 - 3.99		10.99
4.00 - 4.99	8.71	0.99
5.00 - 5.99		0.49
6.00 - 6.99	2.77	0.19
7.00 - 7.99		0.09
8.00 - 8.99		2.29
9.00 - 9.99		0.49
10.00+		

- Overall portfolio duration is slightly shorter and smoothed out compared to the benchmark, and has performed remarkably well against the benchmark for the quarter
- Racine County portfolio has a yield and coupon advantage versus the benchmark, with slightly shorter duration
- Price movement tends to be minimal for securities within 2-year maturity when rates rise or fall
- The portfolio structure has been a positive contributor to performance since 12/31/2016

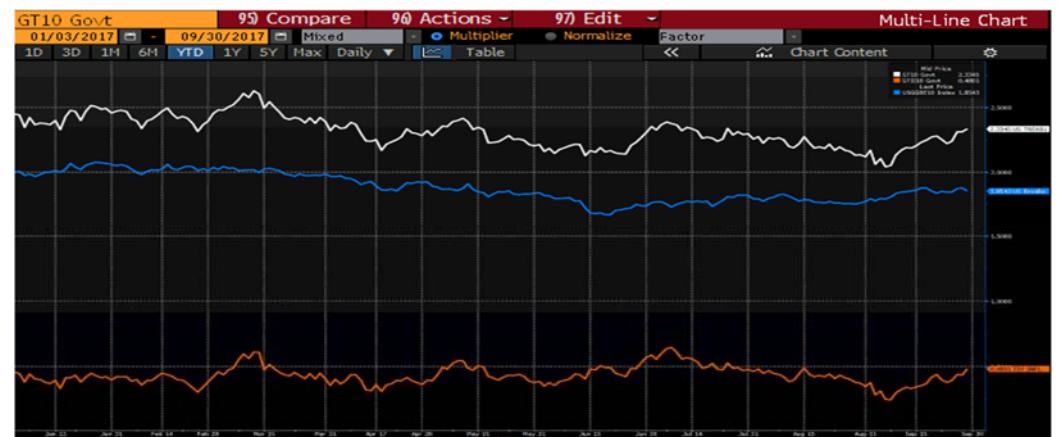
Congress' lack of any progress toward passing a fiscal stimulus program, along with heightened geopolitical tensions between the U.S. and North Korea, allowed U.S. yields to rally for much of the second quarter. As the chart below illustrates, the U.S. 10-year Treasury began the quarter yielding 2.31%, only to fall to 2.04% by September 7th. From that point forward, the U.S. 10-year Treasury conceded all of its gains and finished the quarter two basis points higher at 2.33%.

Looking under the hood, the slide in nominal yields after midyear was mostly driven by real (inflation-adjusted) yields rather than inflation expectations, which were the key driver earlier in the year – see yield breakdown chart below. Real yields fell as market participants doubted central bank's willingness to withdraw stimulus. Fading hopes for a fiscal boost via U.S. tax cuts also played a role. Inflation expectations have been relatively steady, which suggests they do not have to rise for nominal yields to climb higher. A revaluation of the outlook for monetary normalization would be sufficient and may already be in motion with the rebound in yields since early September. Therefore, any rise in inflation expectations or U.S. tax cuts could prompt an increase in yields.

More upside movement in yields may continue as other central banks gradually remove policy accommodation and attention returns to the Fed. Market participants pushed yields higher in response to the September FOMC meeting – with a clear majority of Fed policymakers expecting one additional rate hike this year and three more hikes in 2018. In addition, the Fed announced it will begin to trim its balance sheet in October. Going forward, the central bank plans to put a \$10 billion cap on reinvestment per month (\$6 billion for Treasuries and \$4 billion for mortgages) and the cap will increase by the same amount every quarter until it reaches \$50 billion per month.

With corporate profits and household incomes expanding, and with leading economic indicators climbing, there is little reason to expect a pronounced slowing of U.S. growth in the next few quarters. U.S. inflation, stabilizing after the downturn since the spring, may grind higher alongside a steadily expanding U.S. economy as the economic effects of the recent hurricanes materialize. Rising gasoline prices followed by increased cost of building materials and other supplies could indeed boost inflation in time to support a December rate increase - yields likely will rise in the process.

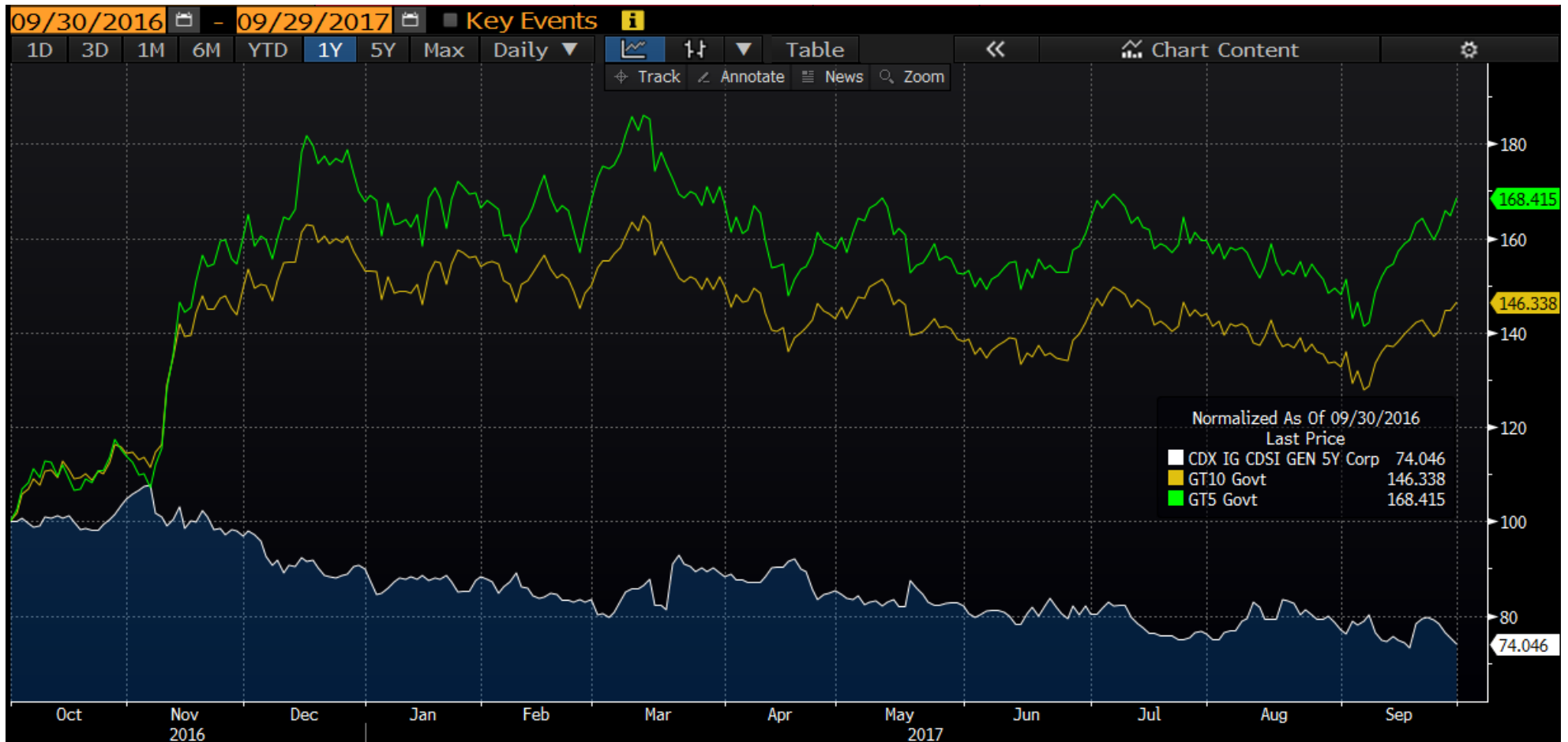
Therefore, investors should maintain a well-diversified portfolio to continue re-investing bond interest received no matter what path interest rates may follow into the future. Even in a rising-rate environment, fixed income investments provide important benefits, including current income, diversification from equity specific risk, lower volatility and the predictability of a recurring income stream.



Year-to-Date September 30, 2017

- Global investors' needs for positive yield caused heavy fund flows toward US assets in general, and taxable bonds of various credit quality
- Investment grade credit is still considered to be a safe place to invest; investors are picking spreads
- Credit quality deterioration finally peaked and showing signs of improvement after weakening steadily since 2014; trend largely ignored by investors as spreads moved tighter throughout
- Some short-maturities high-quality high yield bonds traded as tight, if not tighter than, as investment grade bonds due to lack of supply
- Dispersion across higher-to-lower ratings and among sub-sectors has compressed, mainly in the short-to-mid maturities, suggesting that credit selection will really matter going forward
- While some drivers of higher leverage such as share buybacks, dividend growth, and refinancing slowed down in 2017, easy borrowing and strategic acquisitions continue

5 Year Corporate Bond Spreads vs. 5 Year and 10 Year Treasury Yields

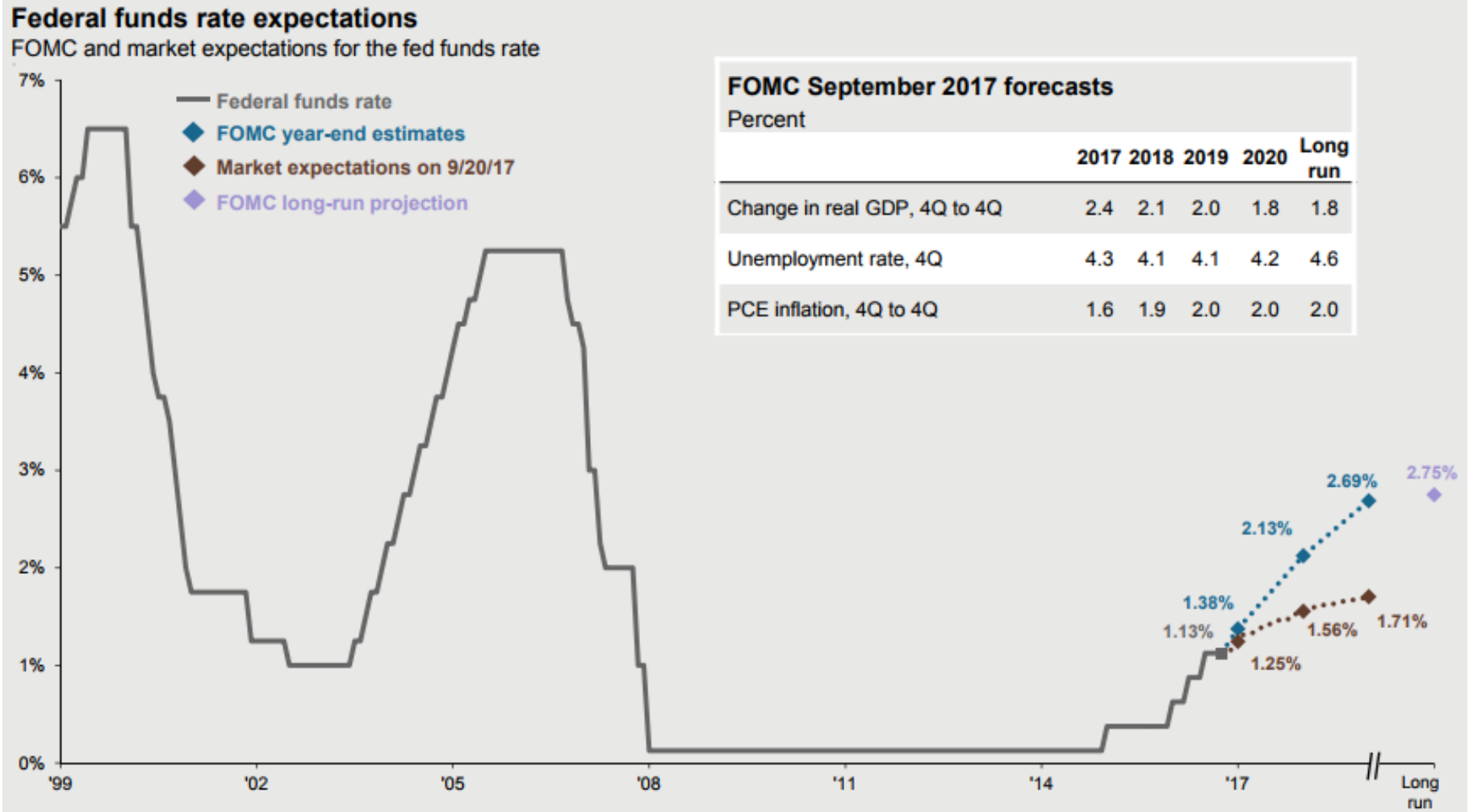


- Corporate bond spreads continue to maintain low range
- 5 year and 10 year Treasury yields have risen since the 2016 U.S. election, but have remained range-bound

2 Year, 5 Year and 110 Year Breakeven Spreads
(Last 12 Months)

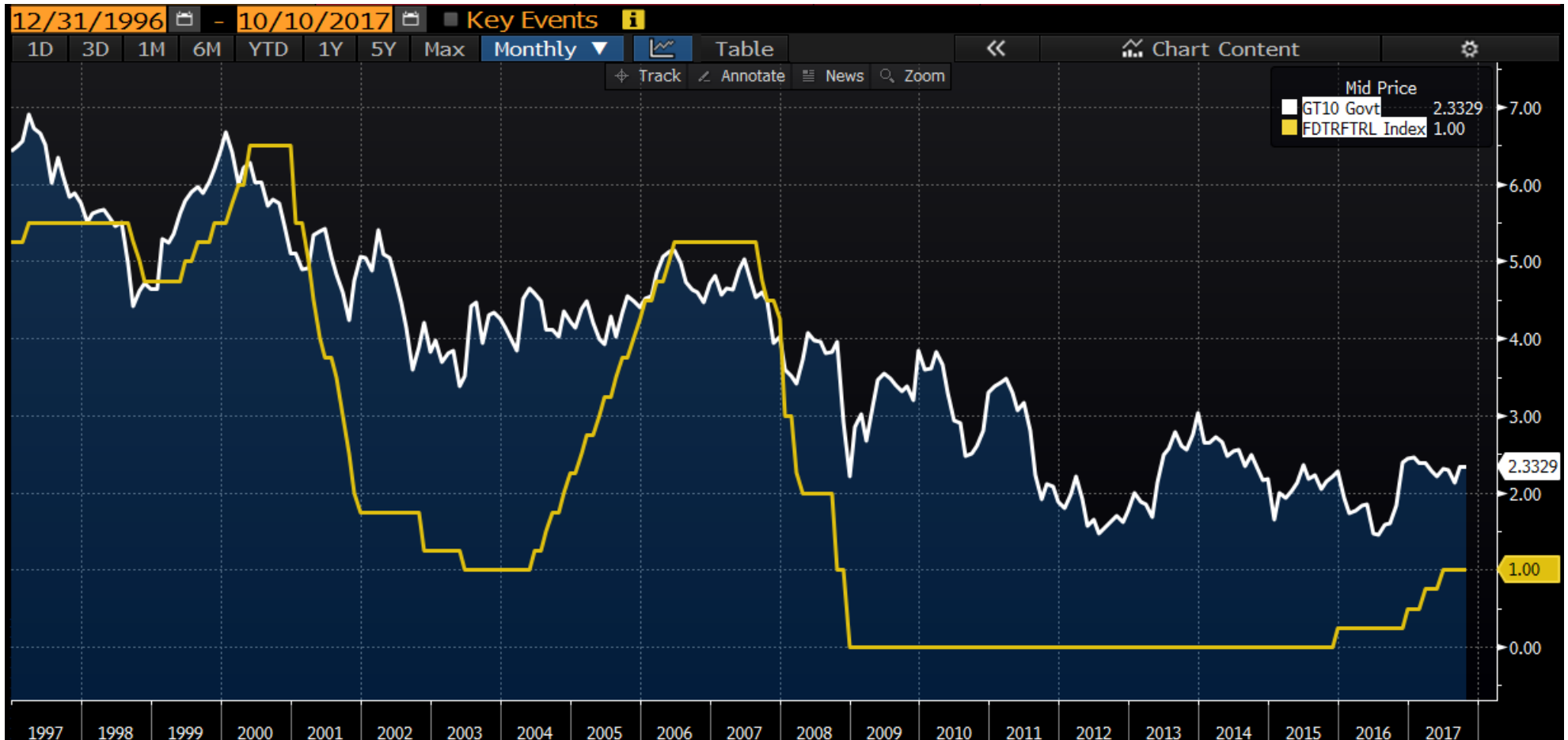


Short term inflation expectations have been more volatile since the election, long-term inflation expectations relatively stable



Fed typically goes too far

Last two tightening cycles ended with 10-year Treasury yield below the target funds rate



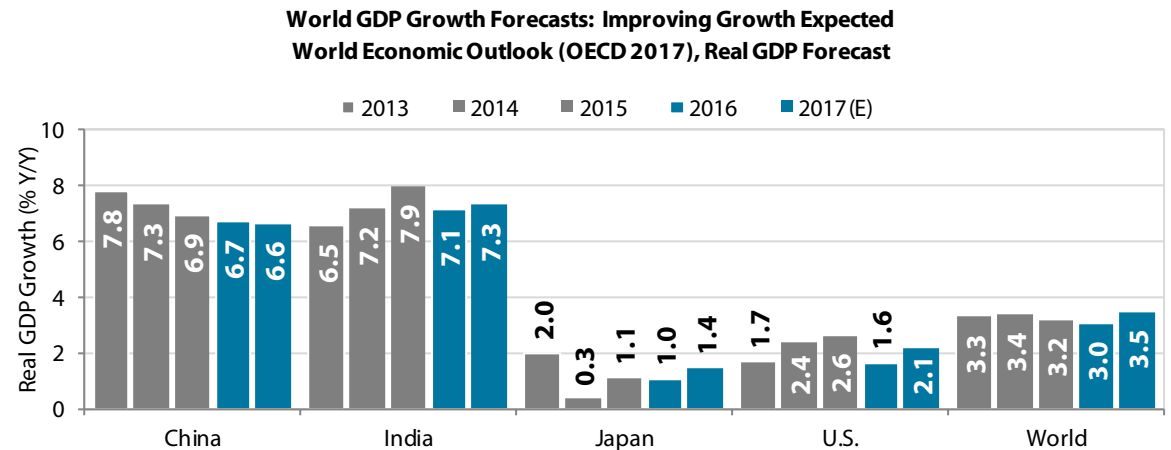
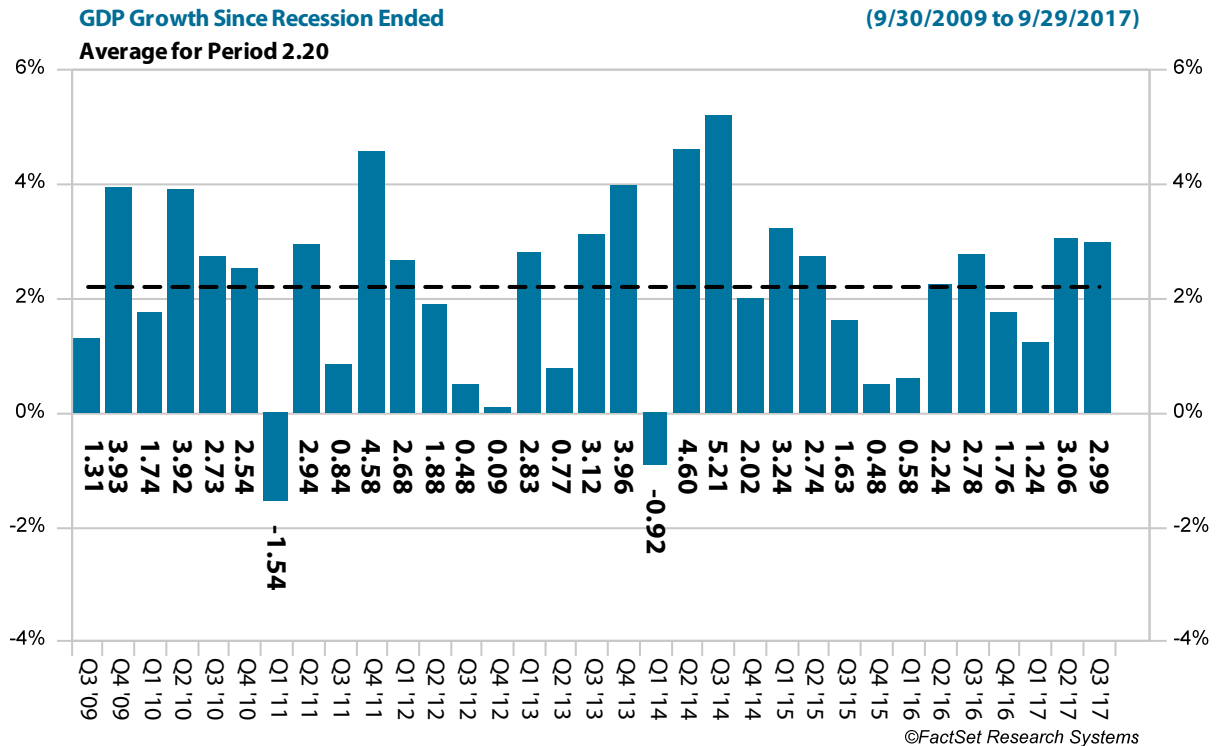
- Currently, there is room for more Fed tightening
- However, we don't believe that Fed will get to 3% in the near-to-mid term

- Post-recession GDP growth has averaged only 2.20%
 - GDP growth rebounds from a soft first quarter
 - Personal consumption expenditures continues to remain supportive

- The most critical discussion in the markets is growth
 - Fed remains on target for its measured rate increases, next action on normalizing their balance sheet also at a measured pace
 - S&P 500 Index forward earnings are at new highs
 - U.S. election promises seem increasingly optimistic, now tax reform in the spotlight

- Global growth picture looks brighter,
 - The U.S. and Europe continue to strengthen
 - Chinese growth trajectory continues to slow at a manageable pace, but still at high levels
 - Brazil, Russia, and other Emerging Markets now showing positive growth

- 3rd Quarter 2017 Summary
 - Oil and industrial metals rally
 - US interest rates moves higher, the reflation trade re-emerges
 - U.S. equity markets continue to move higher in the wake of increased geopolitical risks



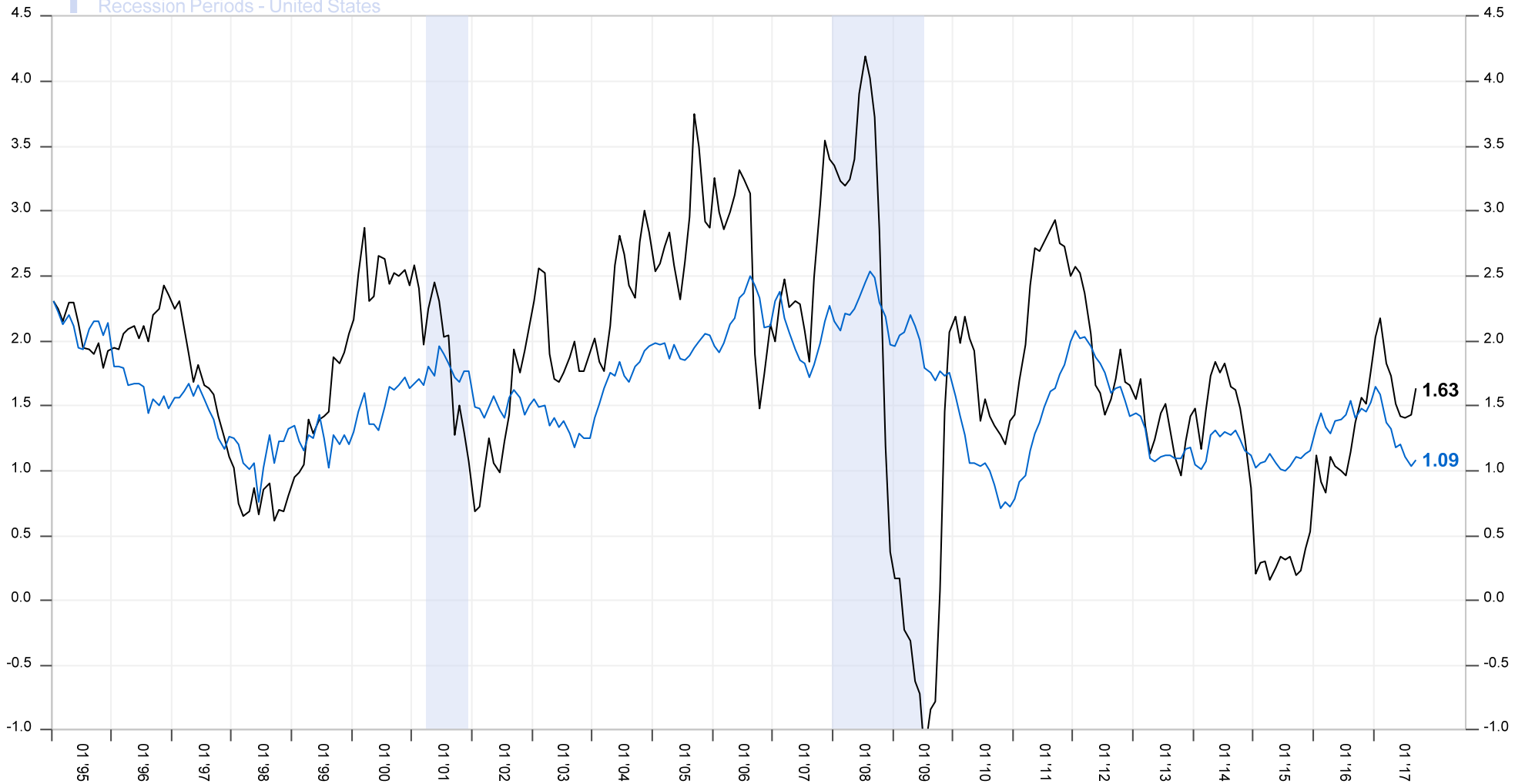
Source:OECD (2017), Real GDP forecast (indicator). doi: 10.1787/1f84150b-en (Accessed on 02 October 2017); Information on data for Israel: <http://oe.cd/israel-disclaimer>

Inflation (PCED) recovered from the plunge in gasoline, diesel and fuel oil prices, but lately has turned back down

Inflation (PCED) Index

1/31/1995 Through 9/29/2017

- PCE, Price Index, 2009=100, SA, Index - United States
- PCE Excl. Food And Energy, Price Index, 2009=100, SA, Index - United States
- Recession Periods - United States

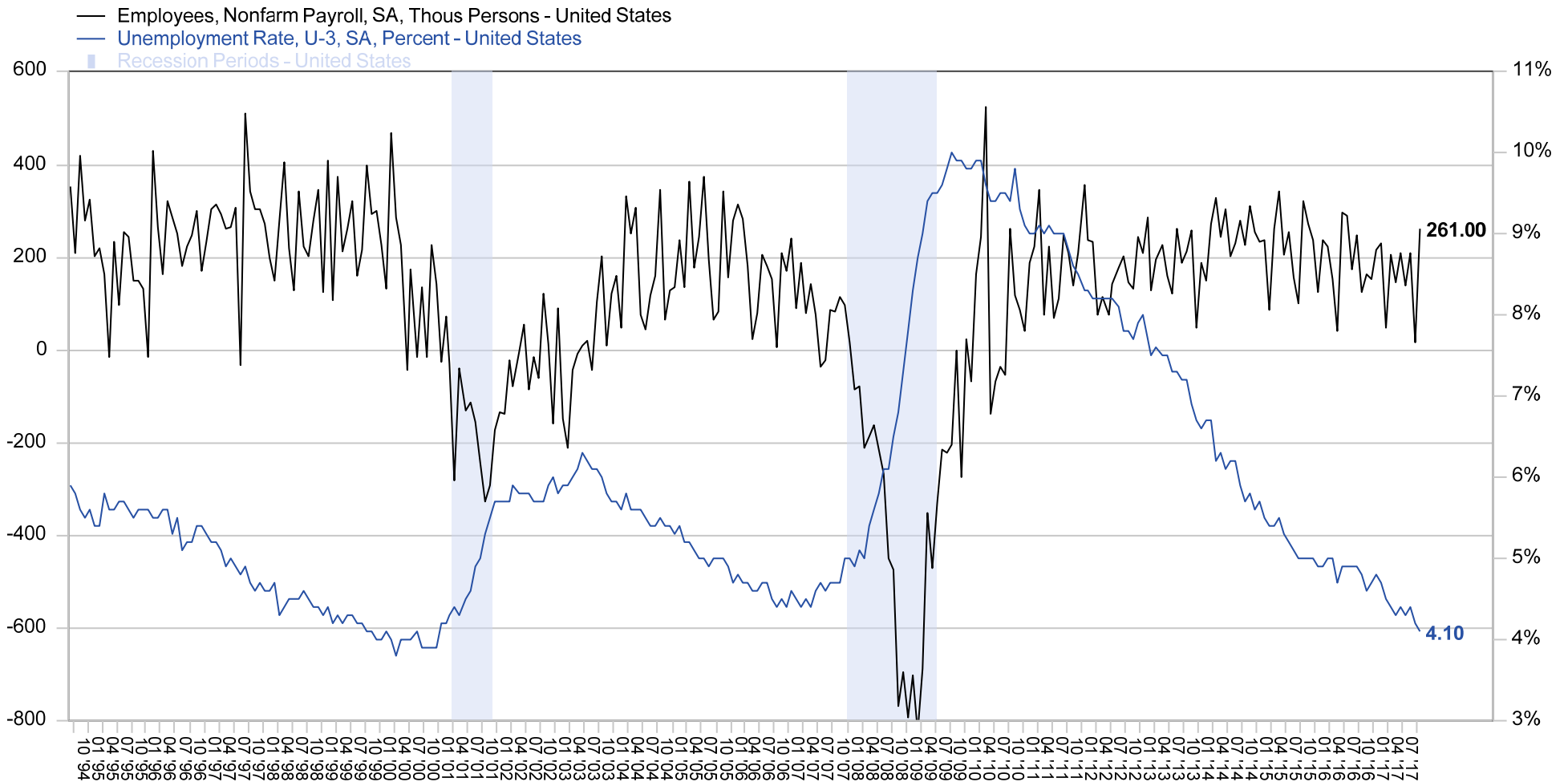


©FactSet Research Systems

- Job growth stronger for longer in this recovery due to the depth of the last recession
- Job growth will slow as the unemployment rate sinks further

US Change in NonFarm Employment & Unemployment Rate

9/30/1994 through 10/31/2017



©FactSet Research Systems

Dana Investment Advisors, Inc.

PORTFOLIO HOLDINGS



Report as of: 10/31/2017

Portfolio: 2198m - Racine County

Shares/ PAR	Identifier	Description	Price	Market Value	Pct. Assets	Income Accrued	Cur. Yield
Cash							
Short Term Investments							
	000009	Cash - Money Fund		336,345.29	1.08	.00	.76
Total Short Term Investments				336,345.29	1.08	.00	.76
Bonds							
Agency Bonds							
475,000	3137EADN6	FREDDIE MAC 0.75% Due 01/12/2018	99.92	474,618.10	1.53	1,078.65	.75
750,000	3137EADP1	FREDDIE MAC 0.875% Due 03/07/2018	99.87	749,047.50	2.41	984.38	.88
425,000	3136G2J57	FANNIE MAE 1.05% Due 05/22/2018	99.85	424,358.25	1.36	1,970.94	1.05
500,000	3135G0YM9	FANNIE MAE 1.875% Due 09/18/2018	100.34	501,710.00	1.61	1,119.79	1.87
800,000	313586RC5	FANNIE MAE 0% Due 10/09/2019	96.46	771,718.40	2.48	.00	.00
750,000	3133EHWP4	FEDERAL FARM CREDIT BANK 1.54% Due 03/05/2020	100.00	750,000.00	2.41	1,796.67	1.54
750,000	3134GBVN9	FREDDIE MAC 1.65% Due 07/10/2020	99.60	747,000.00	2.40	3,987.50	1.66
750,000	3134GBKC5	FREDDIE MAC 1.5% Due 07/27/2020	99.70	747,743.40	2.40	2,937.50	1.50
750,000	3134GBYQ9	FREDDIE MAC 2% Due 04/27/2021	99.99	749,925.00	2.41	166.67	2.00
700,000	3130A8QS5	FEDERAL HOME LOAN BANK 1.125% Due 07/14/2021	97.37	681,555.70	2.19	2,340.63	1.16
Total Agency Bonds				6,597,676.35	21.20	16,382.73	1.24
Collateralized Mortgage Obligations							
12,359.85	3137B5J79	FHMS KF02 A1 1.61222% Due 07/25/2020	100.00	12,359.85	.04	.00	1.61
17,374.03	31397SY57	FNR 2011-37 LD 3.5% Due 04/25/2039	100.91	17,532.60	.06	50.67	3.47
Total Collateralized Mortgage Obligations				29,892.45	.10	50.67	2.70
Corporate Bonds							
425,000	92976GAH4	WELLS FARGO BANK NA 6% Due 11/15/2017	100.16	425,688.50	1.37	11,758.33	5.99
420,000	023135AH9	AMAZON.COM INC 1.2% Due 11/29/2017	99.99	419,970.60	1.35	2,128.00	1.20
425,000	064159BE5	BANK OF NOVA SCOTIA 1.375% Due 12/18/2017	99.97	424,885.25	1.37	2,158.94	1.38
450,000	74977EPZ0	COOPERAT RABOBANK UA/NY 1.7% Due 03/19/2018	100.08	450,351.00	1.45	892.50	1.70
100,000	459058DN0	INTL BK RECON & DEVELOP 1.375% Due 04/10/2018	99.98	99,984.00	.32	80.21	1.38
300,000	931142DF7	WAL-MART STORES INC 1.125% Due 04/11/2018	99.89	299,670.00	.96	187.50	1.13
425,000	037833AJ9	APPLE INC 1% Due 05/03/2018	99.80	424,154.25	1.36	2,101.39	1.00
425,000	166764AE0	CHEVRON CORP 1.718% Due 06/24/2018	100.07	425,314.50	1.37	2,575.81	1.72
425,000	48125LRF1	JP MORGAN CHASE BANK NA 1.45% Due 09/21/2018	99.92	424,672.75	1.36	684.72	1.45
900,000	459058ER0	INTL BK RECON & DEVELOP 1% Due 10/05/2018	99.50	895,491.00	2.88	650.00	1.01
425,000	742718EE5	PROCTER & GAMBLE CO/THE 1.6% Due 11/15/2018	99.97	424,889.50	1.37	3,135.56	1.60
425,000	89236TBB0	TOYOTA MOTOR CREDIT CORP 2.1% Due 01/17/2019	100.42	426,797.75	1.37	2,578.33	2.09
425,000	20271RAH3	COMMONWEALTH BK AUSTR NY 2.3% Due 09/06/2019	100.59	427,494.75	1.37	1,493.40	2.29
420,000	68389XAX3	ORACLE CORP 2.25% Due 10/08/2019	100.99	424,141.20	1.36	603.75	2.23
425,000	961214BK8	WESTPAC BANKING CORP 4.875% Due 11/19/2019	105.70	449,229.25	1.44	9,323.44	4.61
300,000	36962G6P4	GENERAL ELECTRIC CO 2.1% Due 12/11/2019	100.63	301,875.00	.97	2,450.00	2.09
425,000	30231GAG7	EXXON MOBIL CORPORATION 1.912% Due 03/06/2020	100.16	425,684.25	1.37	1,241.47	1.91
425,000	64952WCP6	NEW YORK LIFE GLOBAL FDG 2% Due 04/09/2020	100.09	425,361.25	1.37	519.44	2.00
425,000	822582BG6	SHELL INTERNATIONAL FIN 2.125% Due 05/11/2020	100.47	427,001.75	1.37	4,264.76	2.12
420,000	053015AD5	AUTOMATIC DATA PROCESSNG 2.25% Due 09/15/2020	100.85	423,574.20	1.36	1,207.50	2.23
750,000	45905U7J7	INTL BK RECON & DEVELOP 1.625% Due 10/05/2020	99.56	746,670.00	2.40	880.21	1.63
425,000	89114QBC1	TORONTO-DOMINION BANK 2.5% Due 12/14/2020	101.04	429,437.00	1.38	4,043.40	2.47
425,000	084664BQ3	BERKSHIRE HATHAWAY FIN 4.25% Due 01/15/2021	106.70	453,479.25	1.46	5,318.40	3.98
425,000	91159HHA1	US BANCORP 4.125% Due 05/24/2021	106.59	452,994.75	1.46	7,645.57	3.87
425,000	191216BY5	COCA-COLA CO/THE 1.55% Due 09/01/2021	98.56	418,897.00	1.35	1,097.92	1.57
100,000	459058DY6	INTL BK RECON & DEVELOP 1.625% Due 02/10/2022	98.16	98,156.00	.32	365.63	1.66
Total Corporate Bonds				11,045,864.75	35.49	69,386.18	2.17

Dana Investment Advisors, Inc.
PORTFOLIO HOLDINGS



Report as of: 10/31/2017

Portfolio: 2198m - Racine County

Shares/ PAR	Identifier	Description	Price	Market Value	Pct. Assets	Income Accrued	Cur. Yield
Mortgage Bonds							
60,044.33	3128HD2K4	FH 847078 3.061% Due 04/01/2029	102.26	61,403.07	.20	297.78	2.99
154,860.21	36225CZ82	G2 80766 2.25% Due 11/20/2033	103.09	159,648.18	.51	290.36	2.18
111,291.42	36225DAS3	G2 80916 2.625% Due 05/20/2034	104.15	115,905.56	.37	243.45	2.52
137,453.08	36225DDY7	G2 81018 2.125% Due 08/20/2034	103.60	142,404.14	.46	243.41	2.05
272,860.67	36225DKE3	G2 81192 2.25% Due 10/20/2034	102.69	280,203.89	.90	511.61	2.19
271,503.40	36225DLA4	G2 81223 2.375% Due 01/20/2035	103.10	279,915.39	.90	537.35	2.30
134,025.65	31407PJH2	FN 836464 2.889% Due 10/01/2035	104.56	140,134.54	.45	326.02	2.76
215,758.24	31412V7B8	FN 936590 2.508% Due 04/01/2037	102.58	221,331.05	.71	450.93	2.44
379,545.18	31385XG92	FN 555624 3.019% Due 03/01/2038	106.11	402,750.58	1.29	972.90	2.85
94,699.25	36225E2F8	G2 82573 2.125% Due 07/20/2040	102.51	97,078.10	.31	167.70	2.07
401,834.83	31347AQP2	FH 840462 2.898% Due 01/01/2042	104.01	417,931.93	1.34	2,003.91	2.79
221,915.16	3138EHYX4	FN AL1625 3.515% Due 04/01/2042	104.48	231,845.86	.74	650.03	3.36
224,366.94	3138EH6J6	FN AL1772 3.446% Due 04/01/2042	104.15	233,678.16	.75	644.31	3.31
175,371.52	36179MDD9	G2 MA0100 2.625% Due 05/20/2042	103.10	180,799.26	.58	383.63	2.55
93,636.17	31300MXB4	FH 849674 3.335% Due 11/01/2042	104.76	98,093.15	.32	532.71	3.18
406,640.17	31347AFT6	FH 840178 3.328% Due 12/01/2042	104.29	424,093.16	1.36	2,271.29	3.19
189,683.37	31300MPF4	FH 849422 2.897% Due 02/01/2043	103.37	196,081.39	.63	921.91	2.80
276,828.79	3138EQDW9	FN AL7316 3.273% Due 02/01/2043	104.34	288,837.62	.93	755.05	3.14
287,892.43	3138EK2Y0	FN AL3490 1.9% Due 05/01/2043	102.34	294,637.75	.95	455.83	1.86
310,570.29	31347AFZ2	FH 840184 3.239% Due 06/01/2043	103.89	322,660.79	1.04	1,698.06	3.12
227,798.23	31347AJ88	FH 840287 3.091% Due 06/01/2043	103.54	235,862.29	.76	1,188.99	2.99
275,106.53	31347AJT2	FH 840274 3.264% Due 07/01/2043	103.93	285,915.46	.92	1,516.14	3.14
243,231.32	3138XMRB8	FN AV9481 2.844% Due 07/01/2043	103.05	250,660.09	.81	576.46	2.76
121,119.94	36179NJU3	G2 MA1175 2.125% Due 07/20/2043	102.25	123,845.38	.40	214.48	2.08
257,016.70	3138ET2R6	FN AL8883 2.489% Due 07/01/2044	103.04	264,835.15	.85	533.10	2.42
262,674.76	3138ERE71	FN AL9157 2.491% Due 07/01/2044	103.86	272,819.78	.88	545.27	2.40
607,092.01	31347ATG9	FH 840551 2.462% Due 03/01/2045	103.23	626,682.87	2.01	2,531.80	2.39
244,398.03	3138EQEH1	FN AL7335 2.997% Due 04/01/2045	103.21	252,245.65	.81	610.38	2.90
Total Mortgage Bonds				6,902,300.24	22.18	22,074.86	2.69
Small Business Administration Bonds							
140,161.96	83164LDW8	SBA509117 3.575% Due 08/25/2022	102.74	143,999.59	.46	841.84	3.48
278,533.12	83164KNU3	SBA508503 3.575% Due 12/25/2024	103.78	289,065.29	.93	1,668.16	3.44
337,083.71	83164JER3	SBA507344 2.73% Due 05/25/2030	102.05	344,003.02	1.11	1,538.02	2.68
275,403.23	83164JNC6	SBA507587 2.75% Due 03/25/2031	102.10	281,186.15	.90	1,265.53	2.69
153,214.44	83164LEJ6	SBA509137 2.881% Due 05/25/2033	101.40	155,360.82	.50	818.80	2.84

Dana Investment Advisors, Inc.
PORTFOLIO HOLDINGS



Report as of: 10/31/2017

Portfolio: 2198m - Racine County

Shares/ PAR	Identifier	Description	Price	Market Value	Pct. Assets	Income Accrued	Cur. Yield
245,958.02	83164LG70	SBA509222 3.075% Due 08/25/2037	105.23	258,824.32	.83	1,262.47	2.92
264,559.31	83164LMP3	SBA509366 2.75% Due 05/25/2038	103.05	272,623.87	.88	1,214.40	2.67
497,994.82	83164LSA0	SBA509513 2.75% Due 06/25/2039	103.37	514,777.74	1.65	2,285.70	2.66
543,284.17	83164LX63	SBA509701 2.5% Due 07/25/2040	102.45	556,579.42	1.79	2,266.77	2.44
700,000	83164MF79	SBA510090 2.25% Due 01/25/2043	102.75	719,250.00	2.31	1,312.50	2.19
		Total Small Business Administration Bonds		3,535,670.22	11.36	14,474.19	2.66
Treasury Bonds							
500,000	912828PK0	US TREASURY N/B 2.25% Due 11/30/2017	100.11	500,546.88	1.61	4,707.88	2.25
690,000	912828NT3	US TREASURY N/B 2.625% Due 08/15/2020	102.49	707,196.09	2.27	3,789.84	2.56
600,000	912828RR3	US TREASURY N/B 2% Due 11/15/2021	100.45	602,671.88	1.94	5,510.87	1.99
690,000	912828M80	US TREASURY N/B 2% Due 11/30/2022	99.84	688,867.97	2.21	5,768.85	2.00
		Total Treasury Bonds		2,499,282.82	8.03	19,777.44	2.21
		Total Bonds		30,610,686.83	98.36	142,146.07	2.15
		Total Portfolio		30,947,032.12			
		Paydown Receivable		175,329.86			
		Interest Accrued		142,146.07			
		Dividends Accrued		0.00			
		Total Portfolio with Accruals & Receivables		31,264,508.05			

Dana Investment Advisors, Inc. is an independent federally registered investment adviser providing equity and fixed income investment management services to a broad range of clients. All data is presented in U.S. Dollars. Portfolio Characteristics, Performance Report, Portfolio Holdings, and Sector Distributions reflect applicable investment holdings as of market close on the date indicated. Returns presented are exclusive of investment management and custodial fees, and net of transaction costs. Investment management fees would reduce the returns presented, for example: on a one-million dollar portfolio with an advisory fee of .75% earning a 10% return, the total compounded advisory fee over a five year period would be \$50,368. The resulting average annual return for the period would therefore be 9.17%. All returns were calculated on a time weighted total return basis. Performance does include the accrual of income and the reinvestment of dividends and interest received.

During various market cycles, the strategies discussed herein have demonstrated portfolio characteristics and returns that have been both more and less volatile than that of the comparable index. Indices shown were selected because they demonstrated a broad range of characteristics, some of these characteristics being deemed useful for limited comparison purposes only. Historical performance results for investment indices and/or categories have been provided for general comparison purposes only, and generally do not reflect the deduction of transaction and/or custodial charges, the deduction of an investment management fee, nor the impact of taxes, the incurrence of which would have the effect of decreasing historical performance results. It should not be assumed that your account holdings do or will correspond directly to any comparative indices.

While data contained herein was gathered from sources deemed reliable, the accuracy of the data presented cannot be guaranteed. Please remember that past performance may not be indicative of future results. Different types of investments involve varying degrees of risk, and there can be no assurance that the future performance of any specific investment or investment strategy made reference to directly or indirectly in this report, will be profitable, equal any corresponding indicated historical performance level(s), or will continue to be suitable for your portfolio. Due to various factors, including changing market conditions, the content of this report may no longer be reflective of current opinions, positions, investments or account allocations. Moreover, you should not assume that any discussion or information contained in this report serves as the receipt of, or as a substitute for, personalized investment advice from Dana Investment Advisors, Inc.

Dana Investment Advisors is not a custodian. Clients should be receiving detailed statements from their custodian at least quarterly. While Dana Investment Advisors regularly reconciles to custodian information, we encourage clients to review their custodian statement(s). The market prices shown on these pages represent the last reported sale on the stated report date as to listed securities or the bid price in the case of over-the-counter quotations. Prices on bonds and some other investments are based on round lot price quotations and are for evaluation purposes only and may not represent actual market values. Bonds sold on an odd lot basis (less than \$1 million) may have a dollar price lower than the round lot quote. Where no regular market exists, prices shown are estimates by sources considered reliable by Dana Investment Advisors, Inc. While the prices are obtained from sources we consider reliable, we cannot guarantee them.

Please remember to contact Dana Investment Advisors, Inc. at (800) 765-0157, or P.O. Box 1067 Brookfield, WI 53008 with any questions or if there are any changes in your personal financial situation or investment objectives for the purpose of reviewing, evaluating, and revising any previous recommendations or investment services. Please also advise Dana if you would like to impose, add, or modify any reasonable restrictions to your account. A copy of Dana's current Form ADV Brochure detailing a complete list of Dana's advisory services and fees continues to remain available for your review upon request.

Current List of Holdings: The market prices shown on these pages represent the last reported sale on the stated report date as to listed securities or the bid price in the case of over-the-counter quotations. Prices on bonds and some other investments are based on round lot price quotations and are for evaluation purposes only and may not represent actual market values. Bonds sold on an odd lot basis (less than \$1 million) may have a dollar price lower than the round lot quote. Where no regular market exists, prices shown are estimates by sources considered reliable by Dana Investment Advisors. While the prices are obtained from sources we consider reliable, we cannot guarantee them. Dana Investment Advisors is not a custodian. Clients should be receiving detailed statements from their custodian at least quarterly. While Dana Investment Advisors regularly reconciles to custodian information, we encourage clients to review their custodian statement(s).



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RACINE COUNTY
INVESTMENT INCOME - 2017
September 30, 2017

MONTH	DANA INVESTMENTS: change in market value*	WELLS FARGO INVESTMENTS	LGIP	BMO Harris: net change in portfolio	TOTALS
JAN.	43,488.42	1,422.63	5,060.64	685.15	\$ 50,656.84
FEB	29,131.57	2,791.07	5,005.94	1,769.39	\$ 38,697.97
MAR	3,163.75	2,976.73	5,321.70	(430.64)	\$ 11,031.54
1ST. QUARTER	\$ 75,783.74	\$ 7,190.43	\$ 15,388.28	\$ 2,023.90	\$ 100,386.35
YEARLY	\$ 75,783.74	\$ 7,190.43	\$ 15,388.28	\$ 2,023.90	\$ 100,386.35
APR	43,601.70	2,881.07	5,127.64	1,607.40	\$ 51,610.41
MAY	62,772.94	2,648.70	5,745.58	1,408.76	\$ 71,167.22
JUN	8,288.23	1,054.54	13,005.01	-874.48	\$ 22,347.78
2ND QUARTER	\$ 114,662.87	\$ 6,584.31	\$ 23,878.23	\$ 2,141.68	\$ 145,125.41
YEARLY	\$ 190,446.61	\$ 13,774.74	\$ 39,266.51	\$ 4,165.58	\$ 243,487.86
JUL	47,857.38	575.21	24,681.64	812.46	\$ 73,114.23
AUG	56,209.26	557.85	24,944.30	1,745.20	\$ 81,711.41
SEPT	(5,594.78)	582.90	16,868.50	(1,426.36)	\$ 11,856.62
3RD. QUARTER	\$ 98,471.86	\$ 1,715.96	\$ 66,494.44	\$ 1,131.30	\$ 166,682.26
YEARLY	\$ 288,918.47	\$ 15,490.70	\$ 105,760.95	\$ 5,296.88	\$ 410,170.12
OCT					\$ -
NOV					\$ -
DEC					\$ -
4TH. QUARTER	\$ -	\$ -	\$ -		\$ -
2017 YEARLY	\$ 288,918.47	\$ 15,490.70	\$ 105,760.95	\$ 5,296.88	\$ 410,170.12
2016 YEARLY	\$ 296,222.97	\$ 27,610.70	\$ 54,676.95	\$ 5,854.84	\$ 384,365.46

*DANA Investments: Change in Market Value equals Income plus Realized Gain/Loss plus Unrealized Gain/Loss less Administrative Expenses

MONTHLY BALANCES - 2017

MONTH	DANA INVESTMENTS	WELLS FARGO INVESTMENTS**	LGIP	BMO Harris
JAN.	\$ 30,995,055.66	\$ 11,166,609.89	\$ 11,256,702.05	\$ 369,654.41
FEB	\$ 31,024,187.23	\$ 24,254,438.05	\$ 11,261,762.69	\$ 370,645.41
MAR	\$ 31,027,350.98	\$ 23,364,371.98	\$ 11,266,768.63	\$ 372,777.92
APR	\$ 31,068,758.30	\$ 23,367,348.71	\$ 9,566,745.29	\$ 372,699.29
MAY	\$ 31,131,531.24	\$ 20,789,584.61	\$ 9,571,872.93	\$ 374,695.18
JUN	\$ 31,139,819.47	\$ 8,552,878.48	\$ 9,577,618.51	\$ 376,518.24
JUL	\$ 31,185,484.97	\$ 5,356,191.08	\$ 26,990,623.52	\$ 375,972.55
AUG	\$ 31,241,694.23	\$ 6,921,282.42	\$ 53,015,305.16	\$ 377,110.04
SEP	\$ 31,236,099.45	\$ 7,091,732.74	\$ 15,334,055.65	\$ 379,242.54
OCT				
NOV				
DEC				
YEARLY AVG	\$ 31,116,664.61	\$ 14,540,493.11	\$ 17,537,939.38	\$ 374,368.40

balances over the period in order to calculate the appropriate interest earned for the period

**RACINE COUNTY FINANCE
3rd QUARTER REPORT
September 30, 2017**

<u>INVESTMENTS:</u>	<u>AVERAGE MONTHLY</u>				ESTIMATED ANNUAL YIELD*
	3rd Quarter Beginning Value	3rd Quarter Ending Value	Average Balance	Interest Earned	
<u>LGIP</u>	\$ 26,990,623.52	\$ 15,334,055.65	\$ 31,779,994.78	\$ 66,494.44	0.97%
<u>DANA INVESTMENT PORTFOLIO</u>	\$ 31,139,819.47	\$ 31,236,099.45	\$ 31,221,092.88	\$ 98,471.86	0.32%
<u>WELLS FARGO</u> Investment Account	\$ 8,552,878.48	\$ 7,091,732.74	\$ 6,456,402.08	\$ 1,715.96	0.25%
<u>BMO HARRIS</u>	\$ 375,972.55	\$ 379,242.54	\$ 377,441.71	\$ 1,131.30	0.30%

Respectfully submitted,

Alexandra Tillmann
Racine County Finance Director

* ESTIMATED ANNUAL YIELD:
based on actual results year-to-date
before DANA Investment Advisor Fee

REQUEST FOR COUNTY BOARD ACTION

YEAR <u>2017</u>	<input checked="" type="checkbox"/>	Resolution Request Ordinance Request Report Request
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Requestor/Originator: County Executive - Jonathan Delagrave

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 11/29/2017 Date of County Board Meeting to be Introduced: 12/5/17

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 \$15,500 from the Contingent Account to the Economic Development 2017 Budget to increase the 2017 allocation to Racine County Economic Development Corporation.

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.

Tapp, Kris

From: Tillmann, Alexandra C.
Sent: Friday, November 17, 2017 3:01 PM
To: Tapp, Kris
Subject: RCEDC \$125K

Kris, Jonathan said to go ahead with a transfer from contingent for 2017 RCEDC support. Can you add that to the agenda where you are doing the Gateway Promise funds?

I got called to pick up Genevieve because she has a fever...so I won't be back in the office. But I'm available by phone if you need me.

125000
109500

\$15,500

REQUEST FOR COUNTY BOARD ACTION

YEAR	2017	X	Resolution Request
			Ordinance Request
			Report Request

Requestor/Originator: County Executive - Jonathan Delagrave

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 11/29/2017 Date of County Board Meeting to be Introduced: 12/5/17

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 \$10,000 from the Contingent Account to the Cultural 2017 Budget to fund the donation Gateway Promise
Endowed Fund. This fund is used for students who demonstrate financial need and paying for the gap between
the cost of tuition and fees what other grant and tuition scholarship funds cover.

SUBJECT MATTER:

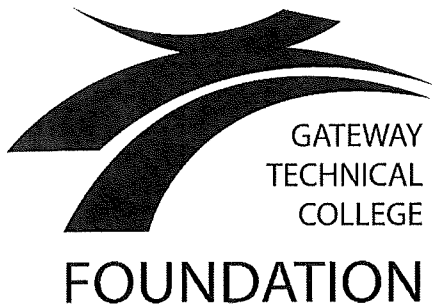
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- Reduce or limit the growth of the tax levy as set forth in Resolution No. 2002-59S.
- To make Racine County a healthy, safe, clean, crime-free community and environment.



Racine County
and
Gateway Technical College
Foundation, Inc.
Endowed Scholarship Fund Agreement

The undersigned donor (the "Donor") intends to transfer to the Gateway Technical College Foundation, Inc. (the "Foundation"), certain property that shall be held, along with additional property that may be transferred from time to time by the Donor or any other person, by the Foundation pursuant to the terms set forth in this endowed scholarship fund agreement (this "Agreement"). The contributions made under this Agreement shall constitute an irrevocable gift to the Foundation and shall be held by the Foundation as the **Gateway Promise** (the "Fund"). The Fund shall be held as an endowment fund in accordance with the provisions of the Wisconsin Uniform Prudent Management of Institutional Funds Act, *Wis. Stat. 112.11* ("UPMIFA"), as in effect from time to time, or if later repealed, as in effect as of the date of this Agreement. The Fund shall be held and used for the tax-exempt purposes of the Foundation and shall be subject to the following terms and conditions:

1. Fund Assets. The Fund shall include (i) the initial sum of \$10,000 contributed by the Donor pursuant to this Agreement; (ii) such additional property as may from time to time be contributed to the Fund from any source; and (iii) all income, earnings, and appreciation from the foregoing.
2. Fund Purpose. The purpose of the Fund shall be to allow the Foundation to continue its charitable and educational activities in support of Gateway Technical College (the "College") by funding a scholarship for a student at the College. The scholarship, which shall be known as the "Gateway Promise," shall be awarded by the Foundation to a student, as selected by the Foundation, who satisfies the criteria established by Gateway Technical College for the Gateway Promise.

If the Foundation determines, in its sole discretion, that no scholarship applicants meet these criteria in a particular year, the Foundation may establish alternate criteria for that year that are consistent, to the extent practicable, with the criteria determined by the College for the Gateway Promise.

If the Foundation makes a reasonable, good-faith determination that the Fund's purpose has become unlawful, impracticable, impossible to achieve, or wasteful, the Foundation may modify or release, in whole or in part, any or all of the restrictions on the purpose of the Fund and may devote the Fund for uses as close as reasonably practicable to the original purpose of the Fund, as the Foundation shall at such time determine, provided, however, that the Fund must continue to be held as an endowment fund within the meaning of UPMIFA and be used only for charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code").

3. Distributions. In accordance with UPMIFA and any spending policy that may be adopted by the Foundation from time to time, the Foundation may spend so much of

the Fund as the Foundation determines is prudent for the uses, benefits, purposes, and duration for which the Fund has been established, and shall not be subject to any restriction to spend only from the income, interest, dividends, or appreciation with respect to the Fund. The distributions shall be used solely for the purposes of the Fund set forth in Paragraph 2 above.

Notwithstanding the foregoing, no distributions shall be made from the Fund at any time that the Fund's balance does not satisfy the "Minimum Funding Level" that may be established or revised by the Foundation from time to time. As of the date of this Agreement, the Minimum Funding Level is \$10,000. If the Fund's balance has failed to reach the Minimum Funding Level after two consecutive years, the Foundation may, in its sole discretion, terminate the Fund and add its assets to the Foundation's general operating fund.

4. Accounting. The Fund shall be accounted for separately on the Foundation's books and records.
5. Investment. The Fund shall be invested in accordance with the investment policies of the Foundation as established from time to time. For purposes of investment only, the assets of the Fund may be pooled or commingled with other assets of the Foundation.
6. Costs of the Fund. The actual investment costs directly attributable to the Fund may be charged to the Fund pursuant to the Foundation's policies, which may be amended from time to time.
7. Termination. If the Foundation begins a process of termination or distribution of substantially all of its assets while holding the Fund, the restrictions on the Fund shall be released and all of the assets in the Fund shall be distributed as part of the general assets of the Foundation.
8. Not a Separate Trust. The Fund shall be a component part of the Foundation and not a separate trust. Nothing in this Agreement shall affect the status of the Foundation as an organization described in section 501(c)(3) of the Code and as an organization that is not a private foundation within the meaning of section 509(a) of the Code. This Agreement shall be interpreted in a manner consistent with the foregoing intention and so as to confirm to the requirements of the foregoing provisions of the federal tax laws and any regulations issued pursuant thereto, each as may be amended from time to time.
9. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Wisconsin without resort to its conflict of laws provisions.
10. Recognition. The Foundation agrees to work with the Donor to appropriately recognize the generosity of the Donor. Such recognition shall be in conformity with the standards of the Foundation and consistent with the recognition of similar contributions.

11. General Provisions and Acknowledgements.

- a. No distribution from the Fund shall be used to satisfy any legally binding pledge made by the Donor or to provide more than an incidental benefit to the Donor.
- b. The Donor acknowledges that the Foundation has exclusive legal control over the assets contributed to the Foundation, including, but not limited to, those contributed to the Fund.
- c. No goods or services were provided by the Foundation to the Donor in exchange for the gift made pursuant to this Agreement.
- d. The Foundation confirms that it is exempt from federal income taxation because it is described in section 501(c)(3) of the Code, and that it is a public charity described in section 509(a)(1) of the Code.
- e. The Foundation may amend, modify, or vary any of the purposes, directions, restrictions, or conditions set forth herein to the extent needed to ensure that, if the Foundation is subject to Treasury Regulations section 1.170A-9(f)(11), the provisions set forth herein do not constitute a material restriction within the meaning of Treasury Regulations section 1.507-2(a)(7).
- f. This Agreement may be amended only with the prior written consent of the parties hereto, and any provision of this Agreement may be waived only in writing by the party making such waiver.
- g. This Agreement shall be binding upon and shall inure to the benefit of the Foundation and the Donor. No party hereto may assign its interests or obligations hereunder without the written consent of the other parties hereto, which consent shall not be unreasonably withheld.

This Agreement constitutes the entire agreement among the parties hereto concerning the Fund and supersedes any prior agreement or understanding, oral or written, relating thereto. If you accept the terms and conditions as set forth above, kindly so indicate by signing and returning a copy of this Agreement to the Foundation at the following address:

Jennifer Charpentier, Executive Director
Gateway Technical College Foundation, Inc.
3520 30th Avenue
Kenosha, WI 53144-1690

This Agreement may be executed in multiple counterparts and signed and delivered by means of facsimile or other electronic transmission. To the extent so signed and delivered, this Agreement shall be treated in all manner and respects and for all purposes as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

Dated this ____ day of _____, 2017.

Agreed as of the date set forth above.

By _____
Donor Signature

Racine County
Donor Name - Please Print

Agreed as of the date set forth above.

By _____
Gateway Technical College Foundation, Inc., Representative Signature
Jennifer Charpentier, Executive Director

REQUEST FOR COUNTY BOARD ACTION

YEAR <u>2017</u>	<input checked="" type="checkbox"/>	Resolution Request Ordinance Request Report Request
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Requestor/Originator: Information Technology - John Barrett

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 11/29/2017 Date of County Board Meeting to be Introduced: 12-5-17

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 \$58,038 within the Capital Project 2017 for the purchase of capital - Local Area Network Storage device and
transfer of \$4,992 from the Capital Project 2017 budget to the Information Technology - Non Lapsing 2017 Budget
for maintenance for the new capital item.

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.

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- 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.

EXHIBIT "A"

Fiscal Year: **2017**

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	CURRENT BALANCE	TRANSFER	BUDGET AFTER TRANSFER	BALANCE AFTER TRANSFER
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CAPITAL PROJECTS

CAPT PROJ COMP NON BOND	33100000.483002	80,000	80,000	(63,030)	16,970	16,970
TOTAL SOURCES				<u>(63,030)</u>		

17 CAPITAL PROJECTS

IT - LAN STORAGE	NEW ACCOUNT	0	0	58,038	58,038	58,038
------------------	-------------	---	---	--------	--------	--------

IT - NON LAPSING

SOFTWARE MAINTENANCE	14020000.427000	270,000		1,477	271,477	1,477
HARDWARE MAINTENANCE	1402000.428000	72,000		3,515	75,515	3,515
TOTAL USES				<u>63,030</u>		
				<u><u>0</u></u>		

DESCRIPTION :	UNIT PRICE	TOTAL PRICE
LAN STORAGE DEVICE	48,038	48,038
INTALL SERIVCES	10,000	10,000
Total for items to be purchased:		<u>58,038</u>
Software maintenance - 1 year		3,515
Hardware Maintenance - 3 year annualized maintenance	4,431	1,477

The 2 years of prepaid hardware maintenance will be charged to 10.151000 - prepaid multi year exp and expensed annually to the IT budget funds to cover these expenses will be included in the future year budgets.



John Barrett
Director of Information Technology
730 Wisconsin Avenue
Racine, WI 53403
262-636-3776
John.Barrett@racinecounty.com

Racine County Technology Storage – Funds Transfer

The purpose of this memo is to request funds to be transferred from the contingency account to the Infrastructure Maintenance account number 33137000.470000.17C15.

The Racine County Local Area Network (LAN – the County H, L, P drives) is at 95% capacity. The County LAN is used by all departments to store documents, data and applications used in the support of Racine County.

The funds (\$65,982.97) will be used to purchase the hardware, software and consulting needed to add additional storage to the County LAN.

###



30TB Flash Special Proposal



Prepared For: Racine County
 Customer #:
 Attention:
 Project: end of year 30TB special
 Date: 10/27/2017

Submitted By:
 Phone:
 E-Mail:
 Quote #: 102717r1

	Qty.	Part Numbers	Description	Unit Sell	Extended Sell
Hardware	1	2078-324	V5030 SFF Control	\$4,680.00	\$4,680.00
	4	5305	5m Fiber Cable (LC)	\$40.25	\$161.00
	4	8S1518	V5000 Flash Promo -FREE 3.8TB Flash drives ACN1	\$0.00	\$0.00
	1	9730	Power Cord - PDU Connection	\$9.05	\$9.05
	1	AC0D	10Gb Ethernet Adapter Pair	\$1,248.00	\$1,248.00
	1	AChD	V5030 Cache Upgrade	\$505.76	\$505.76
	8	ACN1	3.8TB 2.5 Inch Flash Drive	\$5,179.20	\$41,433.60
	Hardware Total:				
Software	1	5639-SV7	IBM Spectrum Virtualize Software for Storwize V5030 V8	\$0.00	\$0.00
	1	4	IBM Storwize V5030 Full Bundle SW with 1 Year SW Maintenance, Per Storage Device	\$644.28	\$644.28
	1	5	IBM Storwize V5030 Base SW with 1 Year SW Maintenance, Per Storage Device	\$2,870.40	\$2,870.40
Software Total:					\$3,514.68
Support	1	5639-SVU	Spectrum Virtualize Software for Storwize V5030 Software Maint (Reg): 3 Yr	\$0.00	\$0.00
	1	4	Full Bundle Per Storage Device SW Maint 3 year Reg	\$257.72	\$257.72
	1	6	Base Per Storage Device SW Maint 3 year Reg	\$1,148.16	\$1,148.16
	1	6942-25B	Warranty Service Upgrade	\$0.00	\$0.00
	1	2174	2078-324 24x7x4 WSU	\$3,025.00	\$3,025.00
	1	6948-C33	INSTALL SERVICES - Storage Mid Range Disk Systems	\$0.00	\$0.00
	1	5082	Services for Storage Mid Range Disk Systems	\$10,000.00	\$10,000.00
Support Total:					\$14,430.88
					Extended Sell
Solution Total:					\$65,982.97

Prepared By: Kevin Parron (Solution Architect)
 Prices are contingent on final pricing approval from Manufacturer
 Quote provided based on specification provided by customer. No workload validation has been done.
 The terms and conditions provided on this link apply: <http://www.cdw.com/content/terms-conditions/default.aspx>
 Applicable Taxes and Shipping not shown.

RACINE COUNTY CAPITAL PROJECT REQUEST

Package Number: 2

Capital Requested: Additional storage for the County LAN	Sign Off	
Dept Requesting: Information Technology	Ranking (1-4)	2
Person Requesting: Dave Huber	Location: Courthouse	

Describe the Capital being Requested and Provide Justification. Attach any supporting documentation.

The current LAN (H, L, M, P drive etc.) is at 90% capacity. In order to continue to store items electronically, additional storage is needed. This is 4 drives and comes in a packet so there is no way to do less, must be multiple of dives, at time of purchase this may be more drives. This is for the Courthouse only.

Provide future operating cost estimates even if it is not in your departments budget. (ie additional electric, maintenance..)

Type of Expense	2018	2019	2020	2021	2022	Total
Software Maintenance	no	no	no	no	no	0

Provide any alternatives available and describe the impact of not approving this capital expenditure.

Budget Information	2018	2019	2020	2021	2022	Total
san drives	76,000	0	0	0	0	76,000
						0
Expense Total	76,000	0	0	0	0	76,000
						0
Revenue Total	0	0	0	0	0	0
Net County Cost:	(76,000)	0	0	0	0	(76,000)

Prepared by: Dave Huber

Date: 8/9/2017

REQUEST FOR COUNTY BOARD ACTION

YEAR	2017	X	Resolution Request
			Ordinance Request
			Report Request

Requestor/Originator: Sheriff's Office - Sheriff Christopher Schmaling

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 11/29/2017 Date of County Board Meeting to be Introduced: 12/5/2017

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:

Authorizing the acceptance of a Wisconsin Department of Transportation, Bureau of Transportation Safety
Seat Belt Enforcement Grant in the amount of \$90,000, Transfer of \$5,000 from the Sheriff's Office - 2017 Budget
to the Sheriff Office - Grants 2017 Budget for the County's local match and transfer of \$90,000 within the 2017
Sheriff's Office - 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.

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- 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
SHERIFFS - GRANT						
18 SEAT BELT GRANT	NEW ACCOUNT	0	0	(90,000)	(90,000)	(90,000)
SHERIFFS OFFICE						
WAGES	11800000.401000	7,786,773	1,102,845	(3,861)	7,782,912	1,098,984
WORKERS COMP	11800000.402210	147,402	14,506	(39)	147,363	14,467
SOCIAL SECURITY	11800000.402220	648,054	75,384	(295)	647,759	75,089
RETIREMENT	11800000.402230	1,445,946	150,802	(724)	1,445,222	150,078
PUBLIC LIABILITY	11800000.436000	156,040	(39)	(81)	155,959	(120)
TOTAL SOURCES				(95,000)		
18 SEAT BELT WAGES	NEW ACCOUNT	0	0	3,861	3,861	3,861
18 SEAT BELT OVERTIME	NEW ACCOUNT	0	0	15,445	15,445	15,445
18 SEAT BELT W/C	NEW ACCOUNT	0	0	193	193	193
18 SEAT BELT SS	NEW ACCOUNT	0	0	1,476	1,476	1,476
18 SEAT BELT RTMT	NEW ACCOUNT	0	0	3,620	3,620	3,620
18 SEAT BELT PL	NEW ACCOUNT	0	0	405	405	405
18 SEAT BELT C/S C RACINE	NEW ACCOUNT	0	0	25,000	25,000	25,000
18 SEAT BELT V MT PLEAS	NEW ACCOUNT	0	0	15,000	15,000	15,000
18 SEAT BELT V CALEDONIA	NEW ACCOUNT	0	0	10,000	10,000	10,000
18 SEAT BELT V WATERFORD	NEW ACCOUNT	0	0	10,000	10,000	10,000
18 SEAT BELT V STURTEVANT	NEW ACCOUNT	0	0	10,000	10,000	10,000
TOTAL USES				95,000		
				0		

Grant Period is October 1, 2017 through September 30, 2018.

The Municipalities participating in the Seat Belt Grant are required to satisfy their own local match for grant funds being requested to be reimbursed by the County.

DEC-5-17

FISCAL NOTE RESOLUTION NO:

EXHIBIT "A"

Fiscal Year:

2017

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	CURRENT BALANCE	TRANSFER	BUDGET AFTER TRANSFER	BALANCE AFTER TRANSFER
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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

November 13, 2017

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

From: Sheriff Christopher Schmaling

Ref: **2018 HIGHWAY SAFETY GRANT FOR SEAT BELT ENFORCEMENT**

The Wisconsin Department of Transportation, Bureau of Transportation Safety, has notified us of our eligibility to participate in the following Highway Safety task force grant:

SEAT BELT ENFORCEMENT 2018

Enforcement area: County of Racine

Enforcement period: October 1, 2017 to September 30, 2018

Amount: \$ 90,000

This task force grant, administered by the Racine County Sheriff's Office, consists of the following task force members:

- Racine County Sheriff's Office- \$20,000
- Racine Police Department- \$25,000
- Mt. Pleasant Police Department- \$15,000
- Caledonia Police Department- \$10,000
- Waterford Police Department- \$10,000
- Sturtevant Police Department - \$10,000

This grant involves detection and apprehension of drivers who fail to buckle up. There is a 25% local match requirement for this grant. We will satisfy our local match by the use of regular duty enforcement and mileage costs expended on grant activities.

We are requesting a resolution authorizing the County to seek the grant award in accordance with established accounting procedures, and we are requesting that the revenues be deposited in the appropriate account to replace the expenditures.

If you have any questions concerning this matter, please feel free to contact me. I will also have staff available at the Finance Committee meeting to answer any questions that you may have.

Christopher Schmaling
Sheriff, Racine County

By: James Weidner
Captain - Operations

General Information

Proposed Project Title:	Seat Belt Enforcement
Type of Municipality:	County
Applicant/Sub-Recipient Agency/County:	Racine County
Enforcement Area:	Racine County
Agency Federal Employer ID (FEIN):	396005734

Federal funding source: National Highway Traffic Safety Administration (NHTSA)
 Unique Entity Identifier (DUNS Number): 830351623

Agency Head or Authorizing Official

Agency Head or Authorizing Official:	Christopher Schmaling
Title:	Sheriff
Address:	717 WISCONSIN AVE
City:	RACINE
State:	Wisconsin
Zip Code:	53403

Project Coordinator

First Name:	Aaron
Last Name:	Schmidt
Title:	Patrol Sergeant
Address:	717 Wisconsin Ave
City:	Racine
State:	Wisconsin
Zip Code:	53403
Phone:	2628868495
E-mail Address:	aaron.schmidt@racinecounty.com

✓ I agree that the above information is up-to-date and correct.

Problem Identification/Project Justification

In 2016, 46.7% of persons killed and 26.0% of persons sustaining incapacitating injuries in Wisconsin crashes were NOT wearing seat belts. Many of these people were ejected from their vehicle. Statewide seat belt use was 88.4% in 2016; however, Wisconsin seat belt use still remains about three percentage points lower than the national average. It has been estimated that seat belt use by motor vehicle occupants in Wisconsin prevents more than 200 traffic related fatalities and more than 8,000 serious injuries annually

Seat belt enforcement grant recipients are targeted based upon seatbelt usage. The intention is to encourage extraordinary seat belt enforcement in areas of the state with low seat belt usage.

Additional Justification

This grant will be divided as follows with the participating agencies: Racine County Sheriff's Office -\$20,000, Racine Police Department - \$25,000, Mt. Pleasant Police Department - \$15,000, Waterford Police Department - \$10,000, Caledonia Police Department - \$10,000, Sturtevant Police Department \$10,000.

RPM/SPM Notes

This is a Occupant Protection (seatbelt) Taskforce Grant.

The members of the taskforce is as follows: Racine County Seatbelt Enforcement Taskforce

- * Racine County Sheriffs Department
- * Racine Police Department
- * Mount Pleasant Police Department
- * Waterford Police Department
- * Caledonia Police Department
- * Sturtevant Police Department

Note: By accepting this grant, you are verifying that the above listed agencies are taskforce members and no other law enforcement agency that is not listed above will be allowed to participate in grant funded activities assigned to this taskforce.

The amount of the taskforce grant shall be \$90,000.00 and a detailed funding allocation plan to participating taskforce member agencies shall be submitted.

Both Op Plan and signature page are required to be submitted with the grant at the beginning of the process on the "Supporting Documents" tab. **NO GRANTS WILL BE APPROVED WITHOUT THESE DOCUMENTS ATTACHED.**

The budget is for deployments only; no grant funds are for equipment. This grant requires a 25% soft local match. Activity Reports may use one overall monthly statistical report if a pre-approved spreadsheet is attached. Such reports are due on/by the 15th of the next month (example: January's report is due by February 15th). ALL involved agencies MUST participate in the three (3) National Mobilization periods such as "Click it or Ticket" and "Drive Sober or Get Pulled Over" - summer and winter.

ALL agencies are encouraged to attend the quarterly traffic safety commission (TSC) meetings for their County.

✓ I agree to the terms and conditions above.

Project Objectives with Evaluation Plan

Grantee agrees to adopt a zero tolerance policy for impaired driving during all motor vehicle stops.

Evaluation: Activity Report - Contacts

Grantee agrees to adopt a zero tolerance policy for unrestrained occupants during all motor vehicle stops.

Evaluation: Activity Report - Contacts

During past deployments, grantees have typically initiated a recorded traffic stop about every 45 minutes. To maintain or exceed historical activity levels during grant-funded activity Grantee will, on average, initiate a recorded traffic stop every 45 Minutes.

Evaluation: Activity Report - Contacts

During past grant-funded deployments, grantees typically maintain an agency ratio of three citations to one written warning.

Evaluation: Activity Report - Citations/Warnings

Grantee agrees to make contacts with local media, community groups or other groups to increase public awareness of information related to crashes, and subsequent enforcement efforts. This should be done a minimum of once during every quarter of grant approval. Creating partnerships with public and private community groups, to enforce public awareness of this campaign is strongly encouraged.

An Agency's failure to meet project Objectives may affect their consideration for future grant awards.

Additional Objectives/Evaluation

This is a joint task force where our goals are to make a traffic stop every 45 minutes in an attempt to educate the motoring public on the need to wear seatbelts. We will also provide education to the public through the use of local news (print/tv), social media and strict enforcement.

✓ I agree to the terms and conditions above.

Policy Requirements

Instructions:

Please complete this page, then click the Save button.
Required fields are marked with an *.

All grantees agree to adhere to the following policies, which are detailed in the full contract
Grantee is:

- subject to audit and is responsible for complying with appropriate maintenance of records
- subject to on-site monitoring and review of records by BOTS staff
- prohibited from using grant funds to supplant existing state or local expenditures
- prohibited from discriminating against any employee or applicant for employment
- prohibited from receiving grant funds if presently debarred
- prohibited from using these funds to further any type of political or voter activity
- prohibited from using these funds to engage in lobbying activity

If the grant funds will be expended on law enforcement, grantee further certifies:

- that it has a written departmental policy on pursuits
- that it has a written departmental policy on BAC testing of drivers involved in fatal crashes
- that it has a written departmental policy on the use of safety belts by employees
- that it complies with Title VI of the Civil Rights Act of 1964

A-133 Single Audit requirement Verification

****Please check with your Treasurer or Finance department**

The grantee has verified that their political entity (payee for this grant)

IS or **IS NOT** Subject to 2 C.F.R. §200, Subpart F Single Audit requirements (A-133).

If subject to 2 C.F.R. §200, Subpart F Single Audit requirements, the grantee has verified that its political entity is in compliance and has filed with the Federal Audit Clearing House:

Yes or **Not Applicable**.

Mandatory Grants Training:

List the name of the person or persons who have taken or are scheduled to take the Mandatory Grants Training. List the name of the person, type of training (i.e. Webinar, Regional Training or online) and the date of training.

Name	Training Location	Date
Aaron Schmidt	Milwaukee County Sheriff training academy	8/7/2017

Click [Here](#) for Training Locations.

I agree to the terms and conditions above.

Work Plan

Instructions:

Please complete this page, then click the Save button.
 Required fields are marked with an *.

Federal Grant Period:

Grant activities are funded for one federal fiscal year. Funded fiscal year 2017 activities may begin no earlier than **October 1, 2017** and end no later than **September 30, 2018**.

Work Plan/Calendar:

The Work Plan/Calendar contained within this contract is a term of the contract. It describes timing and level of enforcement activity. At a minimum, during the term of this contract:

Grantee will implement at least one deployment each month within the specified grant period as planned in the Work Plan/Calendar. Agencies that receive funding for overtime enforcement must participate in the national mobilizations during the timeframes listed below. Sign-up for mobilizations is in Wise-Grants and is accomplished by activating an activity report under the **View Available Opportunities** button on the home screen. Completing the activity report after the two week mobilization helps BOTS to provide NHTSA with accurate information about the level of enforcement activity in the state AND will give your agency an opportunity to procure equipment.

- December 15th – December 31st, 2017 (Drive Sober - Winter)
- May 21st – June 3rd, 2018 (Click It Or Ticket National Mobilization)
- Aug 17th – Sept 3rd, 2018 (Drive Sober – Labor Day)

NOTE:

During the course of the grant, Grantees will schedule a minimum of 50% of the hours of enforcement at night (6:00pm to 6:00am).

If grantee cannot perform the planned patrols, BOTS must be notified. Failure to perform planned activity may be considered grounds for terminating the grant.

WORK PLAN

Month	(A) Deployments	(B) Hours per Deployment	(C) Officers per Deployment	(D) Total Officer Hours (AxB)xC = D
October	0	0	0	0
November	2	4	12	96
December	2	4	13	104
January	2	4	12	96
February	2	4	12	96
March	2	4	12	96
April	2	4	12	96

May	3	4	13	156
June	3	4	12	144
July	3	4	12	144
August	3	4	13	156
September	2	4	12	96
TOTAL	26	44	135	1280

WORK PLAN ITEMS – Required:

1. BOTS enforcement grants are now using the High Visibility Enforcement (HVE) model as agreed to in your signed operations plan. The three main elements of HVE are: 1) multiple agencies 2) working the same day and time and 3) with a media component to educate the public. Single officer deployments are no longer desirable and will require justification in any reimbursement request.
2. Grantee will assign only sworn, SFST-trained officers in patrols. Part-time officers may be assigned only if the grant funded activity and their resulting weekly total hours do not exceed 39 hours.
3. Grantee agrees to implement 26 deployments for a total of 1280 enforcement hours.

Grant Reimbursable Hours & Rate:

Grantee's estimate of funded reimbursable hours is based upon an estimated average hourly wage/fringe rate of \$62.00

Total amount of Wage/Fringe Based on above deployments and rate \$79,360.00

Activity Reporting: Grantee will complete the Activity Reports and submit them to BOTS no later than the 15th of the month following the activity.

✓ I agree to the terms and conditions above.

Budget Request

Instructions:

Please complete this page, then click the Save button.
 Required fields are marked with an *.

Budget Plan:

The Budget spreadsheet within this contract is a term of the contract. Eligible cost items for this project include: Wage and Fringe. Grantee must complete the Federal Share AND Estimated Local Match columns.

Relationship to Work Plan:

All budget items must relate to activities described in the Work Plan. Reimbursement will be based on actual costs, NOT budgeted rates. Only project activities and expenses described in the approved work plan and budget, incurred during the grant period, are eligible for reimbursement. Expenses incurred that are not specified in the budget or work plan will not be reimbursed.

Document Requirements:

Grantee will document hours, wage and fringe rate, and all match costs. Fringe benefit shall be actual costs. Payment for salaries and wages shall be supported by a time and attendance report, or equivalent records, which shall be kept on file at the agency for three years from the date the project closes. Grantor reserves the right to perform monitoring activities, to include ongoing review and audit of department records.

Match Requirements:

A local match of at least 25% of the grant total is required. **The match budget line may consist of estimates of program match.**

Budget

Item	Federal Grant	Local Match	Totals
Wage/Fringe	\$0	\$22,500.00	\$101,860.00
Travel/Mileage	Ineligible		\$0
Training	Ineligible		\$0
Contractual Services	Ineligible		\$0
Equipment	Ineligible		\$0
Materials & Supplies	Ineligible		\$0
Other	Ineligible		\$0
Total	\$79,360.00	\$22,500.00	\$101,860.00

Budget Amendments:

If the work plan or other documentation must be changed after the contract is signed, Grantee must submit an amendment request via the WISE Grants System. Amended activity may not commence prior to BOTS approval. Click [Here](#) to see Amendment Instructions.

Signatures:

The agency head or authorizing official must complete the printable signature page and attach to grant application under "Supporting Documents." An electronic grant submission through the WISE Grants System will initiate the grant approval process, activity/deployments shall **not** begin until the agency receives notice that the grant is active.

✓ I agree to the terms and conditions above.

Deliverables**Instructions:**

Please complete this page, then click the Save button.
Required fields are marked with an *.

Forms:

Forms will only be accepted through the WISE Grants. Questions about grant submissions should be referred to either the State Program Manager or the Regional Program Manager.
Click [Here](#) to see the RPM and SPM map.

Project Match Report:

Agencies are required to report adequate match each time they request reimbursement.

Earned Media Event Documentation:

Documentation (electronic copies of media materials) of each earned media event must be submitted to BOTS. An electronic link or other format is acceptable documentation.

Place of Delivery:

All Electronic Project Deliverables shall be submitted via the WISE Grants System.
Signature Pages shall be attached to this grant application under "Supporting Documentation."
Questions about the Traffic Safety Program or this project should be addressed to the State Program Manager or the Regional Program Manager.

Awarding Official Mailing Address:

**Wisconsin State Patrol, BOTS P.O. Box 7936
MADISON, WI 53707-7936**

✓ I agree to the terms and conditions above.

General Contract Terms Seatbelt Enforcement

This Grant Agreement ("Agreement"), entered into by and between the Bureau of Transportation Safety ("BOTS") and _____ ("Grantee"), is executed pursuant to terms that follow.

1. Purpose of this Agreement

The Bureau of Transportation Safety, housed within the Wisconsin Department of Transportation's Division of State Patrol, serves as the administering agency for state and federal grants relating to transportation safety. The purpose of this Agreement is to enable BOTS to award grant funding to Grantee for eligible costs of the Grant Project ("Grant") undertaken as outlined in the project narrative and work plan. The funds shall be used exclusively in accordance with the provisions of this Agreement, as well as applicable federal and state laws and regulations.

2. Term

Work conducted under this Grant must occur within the federal fiscal year: October 1 to September 30. This Agreement expires September 30 of the federal fiscal year during which the Grant is conducted.

3. Implementation

Grantee shall be solely responsible for the design and implementation of the Grant as described in the project narrative and work plan. Grantee agrees to conduct the Grant in accordance with these plans as approved by BOTS. Modification of the Grant shall require prior approval of BOTS. Any change in project coordinator, financial officer, authorizing official, addresses, or telephone numbers requires written notification to BOTS. If the work plan or other documentation must be changed after the contract is signed, Grantee must submit an amendment request via the Wlse-Grants System. Amended activity may not commence prior to BOTS approval. Failure to perform planned activity may be considered grounds for termination of funding.

4. Audit and Maintenance of Records

Grantee government subdivisions are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S. C. 7501-8507) and the Single Audit Requirements of 2 C.F.R. §200, Subpart F (A-133 Single Audit Requirements). If Grantee government subdivision is subject to a Single Audit, BOTS must be notified of the audit and subsequent results. If Grantee is subject to these requirements, it will verify that it is compliance with these requirements and that it has filed with the Federal Audit Clearing House. BOTS may take corrective action within six months and may require independent auditors to have access to grantee's records and financial statements. Documentation of costs shall be maintained for three years following final reimbursement. Reimbursement claim cost detail shall include a list of all personnel whose time is claimed; current billing period and year-to-date wages and fringe benefits paid to each person listed; all travel listed individually and broken out by transportation/mileage, meals, lodging, and related costs; all materials and supplies and contractual services, itemized, required to complete project activity. Employee time records for actual hours worked or percent of time dedicated to project activity are to be maintained by Grantee and made available to BOTS upon request with reasonable notice. Each budget item identified as "Other" shall be claimed separately.

5. Monitoring by the State

Grantee consents to monitoring by BOTS staff to ensure compliance with applicable state and federal regulations. Monitoring may occur on-site and will require access to original versions of employee payroll information, citations, and other materials related to the implementation of this grant.

6. Payment of Funds by the State

All highway safety projects are funded on a cost reimbursement basis. State or local funds shall be expended before federal reimbursement is made.

BOTS shall reimburse Grantee only for the actual hours worked, and for other eligible costs, and only if the costs are incurred in performing tasks identified within the grant application. Personnel costs shall be reimbursed on the basis of actual hourly salary and fringe rate(s) that have been verified and approved by BOTS, or on the basis of percentage of annual salary and fringe dedicated to project activity as described within the grant application. All expenses for which Grantee seeks reimbursement must be documented in the Project Activity Reports.

General Contract Terms Seatbelt Enforcement

7. Equipment

Tangible, non-expendable personal property having an acquisition cost of \$5,000 or more, with a useful life of greater than one year, that is purchased in whole or in part by Grantee using funds awarded as part of this Agreement must be justified in the project narrative or work plan and approved by the NHTSA Regional Office in writing before initiating the acquisition of the equipment. Each item shall be tagged, inventoried, and monitored until the federal interest is released. Tangible, non-expendable personal property having an acquisition cost of less than \$5,000, and budgeted as materials and supplies, will also be monitored. Grantee must inform BOTS in writing when equipment is no longer used for the purpose for which it was acquired. Grantee's procurement of property under a grant will follow the same policies and procedures used for procurement from its non-federal funds, provided their procurement procedures follow the requirements for procurement standards set forth in federal law in 2 C.F.R. §§200.318 general procurement standards through 200.326 contract provisions. Each grantee receiving traffic safety funds must maintain written property management standards that comply with the requirements for property standards set forth in federal law in 2 C.F.R. §§200.310 through 200.316. These requirements include, but are not limited to, the maintenance of accurate property records [2 C.F.R. §200.313(d)(1)]. Such records will include a description of the property; a serial number or other identification number; the source of funding for the property (including the FAIN, if applicable); indication of with whom title is vested; acquisition date; cost of the property; percentage (at the end of the budget year) of federal participation in the cost of the project for the federal award under which the property was acquired; location, use, and condition of the property; and ultimate disposition data including the date of disposal and the sale price of the property. Grantees will institute maintenance procedures adequate to keep the property in good condition.

8. Print and Audio Visual Materials

Grantee shall submit all materials developed under this Agreement to BOTS for approval of content and style prior to final production and release. All video materials intended for general public viewing must be close-captioned. Grantee shall credit the Wisconsin Department of Transportation Bureau of Transportation Safety and the National Highway Traffic Safety Administration on all such materials. Grantee may not copyright any portion of materials produced under this Agreement.

9. Program Income

Program income is gross income derived by Grantee from Grant-supported activities. Grantee will report program income on reimbursement claims, stating whether the income is retained or credited as a reduction in federal share of project expenditures. If retained, such income may be used only for highway safety activities and is subject to audit by BOTS.

10. Additional Requirements Where Funds Are Expended on Law Enforcement

- A. Grantee agency certifies that it has a written departmental policy on biased-based policing, or that it will initiate development of one during the grant period.
- B. Grantee agency certifies that it has a written departmental policy on pursuits or that it will initiate development of one during the grant period. The policy should conform to the guidelines of the IACP or a similar pursuit policy.
- C. Grantee agency certifies that it has a written departmental policy on the BAC testing of all drivers involved in fatal vehicle crashes involving alcohol, or that it will initiate one during the grant period. Grantee agency will require a test of all killed drivers and will encourage all surviving drivers to consent to a test.
- D. Grantee agency certifies that it has a written departmental policy on the use of safety belts by employees, or that it will initiate development of one during the grant period.

11. General Costs of Government

The general costs of government (i.e. supplanting) are unallowable except as provided in 2 C.F.R. §200.474. [2 C.F.R. §200.444]. The replacement of routine or existing state or local expenditures with the use of federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency is prohibited.

12. Guidelines for Allowability of Costs

To be allowable under Federal awards, costs must meet the following general criteria [2 C.F.R. §225, Appendix A, C(1)]:

General Contract Terms Seatbelt Enforcement

1. Be necessary and reasonable for proper and efficient performance and administration of Federal awards.
2. Be allocable to Federal awards under the provisions of 2 CFR part 225.
3. Be authorized or not prohibited under State or local laws or regulations.
4. Conform to any limitations or exclusions set forth in these principles, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.
5. Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the governmental unit.
6. Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
7. Except as otherwise provided for in 2 CFR part 225, be determined in accordance with generally accepted accounting principles.
8. Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation.
9. Be the net of all applicable credits.
10. Be adequately documented.

13. Nondiscrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees —

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

The grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

General Contract Terms Seatbelt Enforcement

·**The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

·**Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38

·**Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

·**Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

14. Political Activity (Hatch Act)

Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

15. Lobbying Activities

Certification Regarding Federal Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

General Contract Terms Seatbelt Enforcement

16. Certification Regarding Debarment And Suspension

Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Grant by any federal agency, or by any department, agency, or political subdivision of the state. For purposes of this grant, "principal" includes an officer, director, owner, partner, or other person with primary management and supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of Grantee.

Instructions for Lower Tier Certification:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

17. Buy America Act

The Grantee and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items

General Contract Terms Seatbelt Enforcement

using Federal funds. Buy America requires a State, or sub recipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

18. Prohibition on using grant funds to check for helmet usage

The Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

19. Termination

This grant may be terminated upon BOTS' determination that Grantee has materially failed to comply with terms of this Agreement. Termination may be considered among the criteria for subsequent grant awards.

20. Correspondence

All correspondence outside of Wise-Grants with BOTS regarding this project shall include the Grant Number, and shall be submitted to the following address or e-mail address:

Wisconsin State Patrol

BOTS

P.O. Box 7936

Madison, WI 53707

DOTSafetyGrants@dot.wi.gov

✓ I agree to the terms and conditions above.*

Please send signed signature page to DOTSafetyGrants@dot.wi.gov



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

November 13, 2017

From:

Captain James Weidner
717 Wisconsin Ave
Racine WI 53403-1237

TO:

City of Racine Finance Department
730 Washington Ave
Racine WI 53402

To whom it may concern:

This letter is an authorization note of the agreement from the Racine County Sheriff's Office to the City of Racine Finance Department for payment of overtime associated with the Racine Police Department's participation in the Wisconsin Department of Transportation Seat Belt Enforcement grant, for which the Racine County Sheriff's Office is the lead agency.

Payment for the cost of overtime hours expended by the City of Racine will be issued by check to the City of Racine after the funds are received by the Racine County Sheriff's Office from the Wisconsin Department of Transportation.

In consideration of the agreement, the Racine Police Department is required to complete all BOTS (Bureau of Transportation Safety) reimbursement paperwork in a timely fashion and forward it to the Racine County Sheriff's Office grant coordinator to be submitted.

Sincerely,

Captain James Weidner
Racine County Sheriff's Office

"A Tradition Since 1836"

Visit us at www.RacineCounty.com , Facebook, or MobilePatrol



WI DOT BOTS

TASK FORCE OPERATIONAL PLAN

[Racine County Occupant Protection]

I. Purpose

1. It is the intent of this plan to specify and address the issues and procedures required to bring together a Multi-jurisdictional Traffic Safety Task Force geared toward a High Visibility Enforcement (HVE) effort focused on decreasing crashes and obtaining voluntary compliance with traffic regulations.

The task force agencies involved are:

Racine County Sheriff Office, Racine Police Department, Caledonia Police Department, Mount Pleasant Police Department, Town of Waterford Police Department, Sturtevant Police Department

Administered by: *[Racine County Sheriff Office]*

2. This enforcement effort will be a direct result of a task force formed and comprised of sworn personnel from all jurisdictions listed at the end of this document as well as the Wisconsin State Patrol, as appropriate. Agencies work in concert to address the objectives below and within corresponding grant documents and then take enforcement action based on violations observed/detected as a result of contact with motorists.
3. In addition, partnerships are encouraged with both private and public sector partners interested in promoting traffic safety.

II. Objectives

1. The objectives for this operational plan are to decrease the incidence of targeted driving violations, related crashes and to increase voluntary compliance with traffic regulations thereby decreasing fatalities and serious injury collisions by way of a proactive and highly visible enforcement effort.
2. Officers involved in the campaign will take a zero-tolerance on the following violations:
 - a. PRIMARY: *[Seatbelt usage, OWI, OWS/OAR]*
 - b. ADDITIONAL: *[Failure to move, texting]*
3. The main objective is to gain and maintain voluntary and continued compliance with the targeted traffic laws thereby improving individual motor vehicle crash survivability rates and reduction of long term disabilities.

III. Concept of Operations

1. The concept of operation incorporates a High Visibility Enforcement (HVE) effort by utilizing a number of area state and local law enforcement agencies. Sworn personnel saturate pre-selected highway corridors/sections best determined to be advantageous in the detection of targeted violations.

2. Task Force Law Enforcement Departments may include any law enforcement agency located with jurisdictional responsibilities in the County(s). Each Department involved in the Task Force is responsible for deployment coverage of targeted locations within their jurisdiction.

NOTE: This may include funded agencies as well as agencies not receiving grant funds.

3. The three primary issues that a minimum of two agencies, preferably all agencies must share within the Task Force include:
 - a. Common location(s): Saturation, Corridor, or Jurisdictional Corridor.
 - b. Specific time frame of deployments.
 - c. Specific dates of deployments.
4. It would therefore be the intent of this plan to deploy a number of sworn personnel from the Task Force departments, simultaneously with mobile squad units and required equipment from their host agencies into a pre-determined locations (with alternate locations) within designated community(s) supporting this collaborative effort.
5. The Task Force is encouraged to utilize the Wisconsin State Patrol version of Mobile Architecture for Communications Handling (MACH).
6. It is envisioned that the duration of each campaign should be a minimum of four (4) hours in length and would include the following:
 - a. Pre-Deployment – at the beginning of the month, prior to any deployments consisting of advanced notice via PSAs, social media announcements, and other methods regarding deployment dates, times and general locations of targeted enforcement.
 - b. Deployment to the Targeted Areas.
 - c. Post Deployment – including;
 - 1.) At the end of the month, after all deployments consisting of sharing of results with all jurisdictions and media.
 - 2.) Completion of all required paperwork and reports required for Reports and Reimbursement Funding.
 - 3.) Completion of Citations, Court Documentation and Incidents Reports if required.
7. The dates and times of these HVE deployments are pre-determined and advertised to the public through the efforts of press releases and media contacts to make the public preemptively aware of these various enforcement deployments. As an intended consequence it would also be the hope of gaining the motoring public's voluntary compliance as well as raise individual awareness of the hazards and penalties surrounding their conscious non-compliance with traffic safety laws.

IV. Date, Time, and Location of the Deployments

Location(s): *[Highways will vary depending on agencies but will include State Highways, County Roads, and local surface roads.]*

Dates: *[Dates will vary but will fall in the guidelines of any HVE dates scheduled.]*

- * Locations are subject to change dependent upon agency agreement, crash experience, and other determinations made by the involved agencies. As a starting point, include listed highways also include up to ¼mile in any direction of such highways so as to include feeder streets to the primary target areas. Dates are subject to change dependent upon weather and other factors as agreed upon by Task Force members.

V. Liability of Law Enforcement Personnel Involved

1. It is understood and agreed by task force agencies that employees assigned to HVE efforts, even if/when operating in another's jurisdiction, are the sole responsibility of the individual's employing department, unless the jurisdiction already have a mutual aid or similar agreement that they wish to use. If agencies have mutual aid or similar agreements made prior to Task Force operations, then those agreements replace this provision.
2. The individual employing department retains liability for its employees as if the employee was functioning in their own jurisdiction.
3. The individual organization is responsible to ensure the employee is qualified to be assigned to the HVE effort under regulation or requirement of the Wisconsin Department of Justice Law Enforcement Training and Standards Board and the BOTS.
4. The Parties assume their own liability and agree to release and hold harmless each other, including the others officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of performance under this agreement. This indemnity provision does not constitute, and is not intended to constitute, a waiver of any governmental or other immunities or limitations of liability on the part of any Party. (See any related Mutual Aid Agreement for more details)

VI. Jurisdictional Authority and Court Assignment of Citations

1. Any Police Chief or the Sheriff may request, preferably in writing, that an HVE event occur within their jurisdiction.
2. Task Force agencies will make decisions as to the appropriate court for citations/arrests.

VII. Required Personnel and Qualifications

1. Task Force Representative – from each participating jurisdiction and/or other involved non law enforcement member agency, to act as the liaison for that agency regarding Task Force affairs. (**NOTE** – Preferably this position will be filled by one or two individuals that can act in this capacity throughout the entire campaign focus to best insure continuity in operation.)
2. Task Force Agency representatives shall meet on a quarterly basis to discuss relevant issues, deployment changes/dates, etc at their corresponding Traffic Safety Commission (TSC) meetings.
3. HVE Enforcement Officers: Officers shall be trained in Standardized Field Sobriety Testing (SFST). ARIDE and DRE training are strongly encouraged.
4. K-9 Officer and Dog – It is encouraged to have working deployment dates/times.
5. Drug Recognition Expert (DRE) Officer – It is encouraged working deployment dates/times.

VIII. Uniform and Vehicles

1. HVE Enforcement Officers will be working in full uniform (safety vests are highly encouraged) and operating in their assigned patrol vehicles (unless assigned as specific "spotters" or other plain clothes roles).
2. Squads may be marked or unmarked, depending on assignment/purpose.

IX. Reporting

1. Each Officer working the operation will complete an Activity Log, Sheet. Each agency will be responsible for compiling the statistics; done immediate at the end of the deployment but no later than 48 hours afterward. The reimbursement paperwork will follow.

X. Safety

1. Safety is of high importance and should include available methods, materials and equipment to that end, including but not limited to: reflective safety vests, use of seat belts, etc.
2. If an unsafe act or condition is observed, that will be reported to their OIC as soon as possible. The OIC will then be responsible to correct the situation or change the operational plan to insure a safe conduct of the plan.

**The following sections are provided primarily for:
agencies that are NOT funded through the task force grant, and,
agencies that are funded BUT are not administering this task force grant.**

**ALL AGENCIES WITHIN THE TASK FORCE GEOGRAPHICAL AREA SHOULD BE GIVEN THIS DOCUMENT FOR THEIR
GENERAL INFORMATION AND POTENTIAL PARTICIPATION.**

XI. Federal Requirements

Funded agencies must comply with all grant requirements particularly those listed in the "General Contract Terms" section, to include, but not limited to:

1. Purpose of this Agreement

The Bureau of Transportation Safety, housed within the Wisconsin Department of Transportation's Division of State Patrol, serves as the administering agency for state and federal grants relating to transportation safety. The purpose of this Agreement is to enable BOTS to award grant funding to Grantee for eligible costs of the Grant Project ("Grant") undertaken as outlined in the project narrative and work plan. The funds shall be used exclusively in accordance with the provisions of this Agreement, as well as applicable federal and state laws and regulations.

2. Term

Work conducted under this Grant must occur within the federal fiscal year: October 1 to September 30. This Agreement expires September 30 of the federal fiscal year during which the Grant is conducted.

3. Implementation

Grantee shall be solely responsible for the design and implementation of the Grant as described in the project narrative and work plan. Grantee agrees to conduct the Grant in accordance with these plans as approved by BOTS.

Modification of the Grant shall require prior approval of BOTS. Any change in project coordinator, financial officer, authorizing official, addresses, or telephone numbers requires written notification to BOTS. If the work plan or other documentation must be changed after the contract is signed, Grantee must submit an amendment request via the Wise-Grants System.

Amended activity may not commence prior to BOTS approval.

Failure to perform planned activity may be considered grounds for termination of funding.

4. Audit and Maintenance of Records

Grantee government subdivisions are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-8507) and the Single Audit Requirements of 2 C.F.R. §200, Subpart F (A-133 Single Audit Requirements). If Grantee government subdivision is subject to a Single Audit, BOTS must be notified of the audit and subsequent results. If Grantee is subject to these requirements, it will verify that it is compliance with these requirements and that it has filed with the Federal Audit Clearing House. BOTS may take corrective action within six months and may require independent auditors to have access to grantee's records and financial statements. Documentation of costs shall be maintained for three years following final reimbursement. Reimbursement claim cost detail shall include a list of all personnel whose time is claimed; current billing period and year-to-date wages and fringe benefits paid to each person listed; all travel listed individually and broken out by transportation/mileage, meals, lodging, and related costs; all materials and supplies and contractual services, itemized, required to complete project activity. Employee time records for actual hours worked or percent of time dedicated to project activity are to be maintained by Grantee and made available to BOTS upon request with reasonable notice. Each budget item identified as "Other" shall be claimed separately.

5. Monitoring by the State

Grantee consents to monitoring by BOTS staff to ensure compliance with applicable state and federal regulations. Monitoring may occur on-site and will require access to original versions of employee payroll information, citations, and other materials related to the implementation of this grant.

6. Payment of Funds by the State

All highway safety projects are funded on a cost reimbursement basis. State or local funds shall be expended before federal reimbursement is made.

BOTS shall reimburse Grantee only for the actual hours worked, and for other eligible costs, and only if the costs are incurred in performing tasks identified within the grant application. Personnel costs shall be reimbursed on the basis of actual hourly salary and fringe rate(s) that have been verified and approved by BOTS, or on the basis of percentage of annual salary and fringe dedicated to project activity as described within the grant application. All expenses for which Grantee seeks reimbursement must be documented in the Project Activity Reports.

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7. Equipment

Tangible, non-expendable personal property having an acquisition cost of \$5,000 or more, with a useful life of greater than one year, that is purchased in whole or in part by Grantee using funds awarded as part of this Agreement must be justified in the project narrative or work plan and approved by the NHTSA Regional Office in writing before initiating the acquisition of the equipment. Each item shall be tagged, inventoried, and monitored until the federal interest is released. Tangible, non-expendable personal property having an acquisition cost of less than \$5,000, and budgeted as materials and supplies, will also be monitored. Grantee must inform BOTS in writing when equipment is no longer used for the purpose for which it was acquired. Grantee's procurement of property under a grant will follow the same policies and procedures used for procurement from its non-federal funds, provided their procurement procedures follow the requirements for procurement standards set forth in federal law in 2 C.F.R. §§200.318 general procurement standards through 200.326 contract provisions. Each grantee receiving traffic safety funds must maintain written property management standards that comply with the requirements for property standards set forth in federal law in 2 C.F.R. §§200.310 through 200.316. These requirements include, but are not limited to, the maintenance of accurate property records [2 C.F.R. §200.313(d)(1)]. Such records will include a description of the property; a serial number or other identification number; the source of funding for the property (including the FAIN, if applicable); indication of with whom title is vested; acquisition date; cost of the property; percentage (at the end of the budget year) of federal participation in the cost of the project for the federal award under which the property was acquired; location, use, and condition of the property; and ultimate disposition data including the date of disposal and the sale price of the property. Grantees will institute maintenance procedures adequate to keep the property in good condition.

8. Print and Audio Visual Materials

Grantee shall submit all materials developed under this Agreement to BOTS for approval of content and style prior to final production and release. All video materials intended for general public viewing must be close-captioned. Grantee shall credit the Wisconsin Department of Transportation Bureau of Transportation Safety and the National Highway Traffic Safety Administration on all such materials. Grantee may not copyright any portion of materials produced under this Agreement.

9. Program Income

Program income is gross income derived by Grantee from Grant-supported activities. Grantee will report program income on reimbursement claims, stating whether the income is retained or credited as a reduction in federal share of project expenditures. If retained, such income may be used only for highway safety activities and is subject to audit by BOTS.

10. Additional Requirements Where Funds Are Expended on Law Enforcement

- A. Grantee agency certifies that it has a written departmental policy on biased-based policing, or that it will initiate development of one during the grant period.
- B. Grantee agency certifies that it has a written departmental policy on pursuits or that it will initiate development of one during the grant period. The policy should conform to the guidelines of the IACP or a similar pursuit policy.
- C. Grantee agency certifies that it has a written departmental policy on the BAC testing of all drivers involved in fatal vehicle crashes involving alcohol, or that it will initiate one during the grant period. Grantee agency will require a test of all killed drivers and will encourage all surviving drivers to consent to a test.
- D. Grantee agency certifies that it has a written departmental policy on the use of safety belts by employees, or that it will initiate development of one during the grant period.

11. General Costs of Government

The general costs of government (i.e. supplanting) are unallowable except as provided in 2 C.F.R. §200.474. [2 C.F.R. §200.444]. The replacement of routine or existing state or local expenditures with the use of federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency is prohibited.

12. Guidelines for Allowability of Costs

To be allowable under Federal awards, costs must meet the following general criteria [2 C.F.R. §225, Appendix A, C(1)]:

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1. Be necessary and reasonable for proper and efficient performance and administration of Federal awards.
2. Be allocable to Federal awards under the provisions of 2 CFR part 225.
3. Be authorized or not prohibited under State or local laws or regulations.
4. Conform to any limitations or exclusions set forth in these principles, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.
5. Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the governmental unit.
6. Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
7. Except as otherwise provided for in 2 CFR part 225, be determined in accordance with generally accepted accounting principles.
8. Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation.

9. Be the net of all applicable credits.

10. Be adequately documented.

13. Nondiscrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees —

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;

4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

The grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

• **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;

• **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

• **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

• **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

• **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

• **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

• **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38

• **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and**

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• **Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

• **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100)).

14. Political Activity (Hatch Act)

Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

15. Lobbying Activities

Certification Regarding Federal Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section

1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

16. Certification Regarding Debarment And Suspension

Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Grant by any federal agency, or by any department, agency, or political subdivision of the state. For purposes of this grant, "principal" includes an officer, director, owner, partner, or other person with primary management and supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of Grantee.

Instructions for Lower Tier Certification:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this

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Organization: Racine County Sheriff Office FG-2018-Racine C-04205

transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

17. Buy America Act

The Grantee and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that

provides an adequate basis and justification to and approved by the Secretary of Transportation.

18. Prohibition on using grant funds to check for helmet usage

The Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to
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Organization: Racine County Sheriff Office FG-2018-Racine C-04205

create checkpoints that specifically target motorcyclists.

19. Termination

This grant may be terminated upon BOTS' determination that Grantee has materially failed to comply with terms of this Agreement. Termination may be considered among the criteria for subsequent grant awards.

20. Correspondence

All correspondence outside of Wise-Grants with BOTS regarding this project shall include the Grant Number, and shall be submitted to the following address or e-mail address:

Wisconsin State Patrol

BOTS

P.O. Box 7936

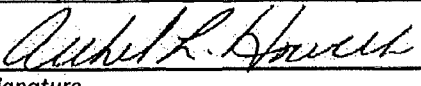
Madison, WI 53707

DOTSafetyGrants@dot.wi.gov

XII. Signatures.

Funded agencies are required to submit a Signature Page within the Grant process.

Participating agencies NOT receiving funding are required to sign here indicating their participation and compliance.

	9/18/2017	Racine Police Dept.
Signature	Date	Agency Name
Signature	Date	Agency Name
Signature	Date	Agency Name
Signature	Date	Agency Name
Signature	Date	Agency Name
Signature	Date	Agency Name
Signature	Date	Agency Name
Signature	Date	Agency Name
Signature	Date	Agency Name

Funded Grants 2018

Organization: Racine County Sheriff's Office

FG-2018-RACINE C-04189

This Grant Agreement ("Agreement"), entered into by and between the Bureau of Transportation Safety ("BOTS") and Racine County Sheriff Office ("Grantee"), is executed pursuant to terms that follow.

1. Purpose of this Agreement

The Bureau of Transportation Safety, housed within the Wisconsin Department of Transportation's Division of State Patrol, serves as the administering agency for state and federal grants relating to transportation safety. The purpose of this Agreement is to enable BOTS to award grant funding to Grantee for eligible costs of the Grant Project ("Grant") undertaken as outlined in the project narrative and work plan. The funds shall be used exclusively in accordance with the provisions of this Agreement, as well as applicable federal and state laws and regulations.

2. Term

Work conducted under this Grant must occur within the federal fiscal year: October 1 to September 30. This Agreement expires September 30 of the federal fiscal year during which the Grant is conducted.

3. Implementation

Grantee shall be solely responsible for the design and implementation of the Grant as described in the project narrative and work plan. Grantee agrees to conduct the Grant in accordance with these plans as approved by BOTS. Modification of the Grant shall require prior approval of BOTS. Any change in project coordinator, financial officer, authorizing official, addresses, or telephone numbers requires written notification to BOTS. If the work plan or other documentation must be changed after the contract is signed, Grantee must submit an amendment request via the Wise-Grants System. Amended activity may not commence prior to BOTS approval. Failure to perform planned activity may be considered grounds for termination of funding.

4. Audit and Maintenance of Records

Grantee government subdivisions are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-8507) and the Single Audit Requirements of 2 C.F.R. §200, Subpart F (A-133 Single Audit Requirements). If Grantee government subdivision is subject to a Single Audit, BOTS must be notified of the audit and subsequent results. If Grantee is subject to these requirements, it will verify that it is compliance with these requirements and that it has filed with the Federal Audit Clearing House. BOTS may take corrective action within six months and may require independent auditors to have access to grantee's records and financial statements. Documentation of costs shall be maintained for three years following final reimbursement. Reimbursement claim cost detail shall include a list of all personnel whose time is claimed; current billing period and year-to-date wages and fringe benefits paid to each person listed; all travel listed individually and broken out by transportation/mileage, meals, lodging, and related costs; all materials and supplies and contractual services, itemized, required to complete project activity. Employee time records for actual hours worked or percent of time dedicated to project activity are to be maintained by Grantee and made available to BOTS upon request with reasonable notice. Each budget item identified as "Other" shall be claimed separately.

5. Monitoring by the State

Grantee consents to monitoring by BOTS staff to ensure compliance with applicable state and federal regulations. Monitoring may occur on-site and will require access to original versions of employee payroll information, citations, and other materials related to the implementation of this grant.

6. Payment of Funds by the State

All highway safety projects are funded on a cost reimbursement basis. State or local funds shall be expended before federal reimbursement is made.

BOTS shall reimburse Grantee only for the actual hours worked, and for other eligible costs, and only if the costs are incurred in performing tasks identified within the grant application. Personnel costs shall be reimbursed on the basis of actual hourly salary and fringe rate(s) that have been verified and approved by BOTS, or on the basis of percentage of annual salary and fringe dedicated to project activity as described within the grant application. All expenses for which Grantee seeks reimbursement must be documented in the Project Activity Reports.

7. Equipment

Tangible, non-expendable personal property having an acquisition cost of \$5,000 or more, with a useful life of greater than one year, that is purchased in whole or in part by Grantee using funds awarded as part of this Agreement must be justified in the project narrative or work plan and approved by the NHTSA Regional Office in writing before initiating the acquisition of the equipment. Each item shall be tagged, inventoried, and monitored until the federal interest is released. Tangible, non-expendable personal property having an acquisition cost of less than \$5,000, and budgeted as materials and supplies, will also be monitored. Grantee must inform BOTS in writing when equipment is no longer used for the purpose for which it was acquired. Grantee's procurement of property under a grant will follow the same policies and procedures used for procurement from its non-federal funds, provided their procurement procedures follow the requirements for procurement standards set forth in federal law in 2 C.F.R. §§200.318 general procurement standards through 200.326 contract provisions. Each grantee receiving traffic safety funds must maintain written property management standards that comply with the requirements for property standards set forth in federal law in 2 C.F.R. §§200.310 through 200.316. These requirements include, but are not limited to, the maintenance of accurate property records [2 C.F.R. §200.313(d)(1)]. Such records will include a description of the property; a serial number or other identification number; the source of funding for the property (including the FAIN, if applicable); indication of with whom title is vested; acquisition date; cost of the property; percentage (at the end of the budget year) of federal participation in the cost of the project for the federal award under which the property was acquired; location, use, and condition of the property; and ultimate disposition data including the date of disposal and the sale price of the property. Grantees will institute maintenance procedures adequate to keep the property in good condition.

8. Print and Audio Visual Materials

Grantee shall submit all materials developed under this Agreement to BOTS for approval of content and style prior to final production and release. All video materials intended for general public viewing must be close-captioned. Grantee shall credit the Wisconsin Department of Transportation Bureau of Transportation Safety and the National Highway Traffic Safety Administration on all such materials. Grantee may not copyright any portion of materials produced under this Agreement.

9. Program Income

Program income is gross income derived by Grantee from Grant-supported activities. Grantee will report program income on reimbursement claims, stating whether the income is retained or credited as a reduction in federal share of project expenditures. If retained, such income may be used only for highway safety activities and is subject to audit by BOTS.

10. Additional Requirements Where Funds Are Expended on Law Enforcement

- A. Grantee agency certifies that it has a written departmental policy on biased-based policing, or that it will initiate development of one during the grant period.
- B. Grantee agency certifies that it has a written departmental policy on pursuits or that it will initiate development of one during the grant period. The policy should conform to the guidelines of the IACP or a similar pursuit policy.
- C. Grantee agency certifies that it has a written departmental policy on the BAC testing of all drivers involved in fatal vehicle crashes involving alcohol, or that it will initiate one during the grant period. Grantee agency will require a test of all killed drivers and will encourage all surviving drivers to consent to a test.
- D. Grantee agency certifies that it has a written departmental policy on the use of safety belts by employees, or that it will initiate development of one during the grant period.

11. General Costs of Government

The general costs of government (i.e. supplanting) are unallowable except as provided in 2 C.F.R. §200.474. [2 C.F.R. §200.444]. The replacement of routine or existing state or local expenditures with the use of federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency is prohibited.

12. Guidelines for Allowability of Costs

To be allowable under Federal awards, costs must meet the following general criteria [2 C.F.R. §225, Appendix A, C(1)]:

1. Be necessary and reasonable for proper and efficient performance and administration of Federal awards.
2. Be allocable to Federal awards under the provisions of 2 CFR part 225.
3. Be authorized or not prohibited under State or local laws or regulations.
4. Conform to any limitations or exclusions set forth in these principles, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.
5. Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the governmental unit.
6. Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
7. Except as otherwise provided for in 2 CFR part 225, be determined in accordance with generally accepted accounting principles.
8. Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation.
9. Be the net of all applicable credits.
10. Be adequately documented.

13. Nondiscrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees —

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
 2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
 3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
 4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- The grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:
- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);

Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;

The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);

The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and

Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

· **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

14. Political Activity (Hatch Act)

Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

15. Lobbying Activities

Certification Regarding Federal Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

16. Certification Regarding Debarment And Suspension

Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Grant by any federal agency, or by any department, agency, or political subdivision of the state. For purposes of this grant, "principal" includes an officer, director, owner, partner, or other person with primary management and supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of Grantee.

Instructions for Lower Tier Certification:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this

- transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

17. Buy America Act

The Grantee and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

18. Prohibition on using grant funds to check for helmet usage

The Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to

create checkpoints that specifically target motorcyclists.

19. Termination

This grant may be terminated upon BOTS' determination that Grantee has materially failed to comply with terms of this Agreement. Termination may be considered among the criteria for subsequent grant awards.

20. Correspondence

All correspondence outside of Wise-Grants with BOTS regarding this project shall include the Grant Number, and shall be submitted to the following address or e-mail address:

Wisconsin State Patrol

BOTS

P.O. Box 7936

Madison, WI 53707

DOTSafetyGrants@dot.wi.gov

SIGNED:

 9-15-17 Racine County Sheriff's Office
(Agency Head or Authorizing Official), (Date), (Agency Name)

(Director, Bureau of Transportation Safety), (Date)

Please send signed signature page to DOTSafetyGrants@dot.wi.gov

create checkpoints that specifically target motorcyclists.

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Wisconsin State Patrol

BOTS

P.O. Box 7936


Madison, WI 53707

DOTSafetyGrants@dot.wi.gov

XII. Signatures.

Funded agencies are required to submit a Signature Page within the Grant process.

Participating agencies NOT receiving funding are required to sign here indicating their participation and compliance.

<i>Signature</i>	<i>Date</i>	<i>Agency Name</i>
	9-8-17	Kenosha County Sheriff
<i>Signature</i>	<i>Date</i>	<i>Agency Name</i>
<i>Signature</i>	<i>Date</i>	<i>Agency Name</i>
<i>Signature</i>	<i>Date</i>	<i>Agency Name</i>
<i>Signature</i>	<i>Date</i>	<i>Agency Name</i>
<i>Signature</i>	<i>Date</i>	<i>Agency Name</i>
<i>Signature</i>	<i>Date</i>	<i>Agency Name</i>
<i>Signature</i>	<i>Date</i>	<i>Agency Name</i>

/

REQUEST FOR COUNTY BOARD ACTION

YEAR	2017	X	Resolution Request
			Ordinance Request
			Report Request

Requestor/Originator: Sheriff's Office - Sheriff Christopher Schmaling

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 11/29/2017 Date of County Board Meeting to be Introduced: 12/5/2017

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:

Authorizing the acceptance of a Wisconsin Department of Transportation, Bureau of Transportation Safety
impaired Driving Enforcement grant in the amount of \$40,000, Transfer of \$5,000 from the Sheriff's Office - 2017 Budget
to the Sheriff Office - Grants 2017 Budget for the County's local match and transfer of \$40,000 within the 2017
Sheriff's Office - 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.

EXHIBIT "A"

Fiscal Year: **2017**

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	CURRENT BALANCE	TRANSFER	BUDGET AFTER TRANSFER	BALANCE AFTER TRANSFER
SHERIFFS - GRANT						
18 IMP DRIVING GRANT	NEW ACCOUNT	0	0	(40,000)	(40,000)	(40,000)
SHERIFFS OFFICE						
WAGES	11800000.401000	7,786,773	1,102,845	(3,861)	7,782,912	1,098,984
WORKERS COMP	11800000.402210	147,402	14,506	(39)	147,363	14,467
SOCIAL SECURITY	11800000.402220	648,054	75,384	(295)	647,759	75,089
RETIREMENT	11800000.402230	1,445,946	150,802	(724)	1,445,222	150,078
PUBLIC LIABILITY	11800000.436000	156,040	(39)	(81)	155,959	(120)
TOTAL SOURCES				<u>(45,000)</u>		
SHERIFFS - GRANT						
18 IMP DRIVING WAGES	NEW ACCOUNT	0	0	3,861	3,861	3,861
18 IMP DRIVING OT	NEW ACCOUNT	0	0	15,445	15,445	15,445
18 IMP DRIVING W/C	NEW ACCOUNT	0	0	193	193	193
18 IMP DRIVING SS	NEW ACCOUNT	0	0	1,476	1,476	1,476
18 IMP DRIVING RTMT	NEW ACCOUNT	0	0	3,620	3,620	3,620
18 IMP DRIVING PL	NEW ACCOUNT	0	0	405	405	405
18 IMP DRIVING KENOSHA CO	NEW ACCOUNT	0	0	20,000	20,000	20,000
TOTAL USES				<u>45,000</u>		
				<u><u>0</u></u>		

Grant Period is October 1, 2017 through September 30, 2018.

Kenosha County participating in the Seat Belt Grant is required to satisfy their own local match for grant funds being requested to be reimbursed by the County.

DEC-5-17

FISCAL NOTE RESOLUTION NO:

EXHIBIT "A"

Fiscal Year:

2017

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	CURRENT BALANCE	TRANSFER	BUDGET AFTER TRANSFER	BALANCE AFTER TRANSFER
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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

November 13, 2017

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

From: Sheriff Christopher Schmaling

Ref: **2018 HIGHWAY SAFETY GRANT FOR IMPAIRED DRIVING ENFORCEMENT**

The Wisconsin Department of Transportation, Bureau of Transportation Safety, has notified us of our eligibility to participate in the following Highway Safety task force grant:

IMPAIRED DRIVING ENFORCEMENT 2018

Enforcement area: County of Racine

Enforcement period: October 1, 2017 to September 30, 2018

Amount: \$ 40,000

This task force grant, administered by the Racine County Sheriff's Office, consists of the following task force members:

Racine County Sheriff's Office
Kenosha County Sheriff's Office

This grant involves detection and apprehension of impaired drivers. There is a 25% local match requirement for this grant. We will satisfy our local match by the use of regular duty enforcement and mileage costs expended on grant activities.

We are requesting a resolution authorizing the County to seek the grant award in accordance with established accounting procedures, and we are requesting that the revenues be deposited in the appropriate account to replace the expenditures.

If you have any questions concerning this matter, please feel free to contact me. I will also have staff available at the Finance Committee meeting to answer any questions that you may have.

Christopher Schmaling
Sheriff, Racine County

By: James Weidner
Captain - Operations

General Information

Proposed Project Title: IMPAIRED DRIVING ENFORCEMENT
Type of Municipality: County
Applicant/Sub-Recipient Agency/County: Racine County
Enforcement Area: Racine County
Agency Federal Employer ID (FEIN): 396005734

Federal funding source: National Highway Traffic Safety Administration (NHTSA)
Unique Entity Identifier (DUNS Number): 830351623

Agency Head or Authorizing Official

Agency Head or Authorizing Official: Christopher Schmaling
Title: Sheriff
Address: 717 WISCONSIN AVE
City: RACINE
State: Wisconsin
Zip Code: 53403

Project Coordinator

First Name: Aaron
Last Name: Schmidt
Title: Patrol Sergeant
Address: 717 Wisconsin Ave
City: Racine
State: Wisconsin
Zip Code: 53403
Phone: 2628868495
E-mail Address: aaron.schmidt@racinecounty.com

I agree that the above information is up-to-date and correct.*

Problem Identification/Project Justification**Instructions:**

- Please complete this page, then click the Save button.
- Required fields are marked with an *.

Alcohol-impaired Driving: In Wisconsin during 2016 alcohol was listed as a contributing factor in 4.0% of all crashes. 24.3% of all vehicle crash fatalities in 2016 were alcohol-related, resulting in 143 deaths. Alcohol-impaired driving is associated with other high-risk behaviors that increase the likelihood of a crash and of significant injury or death occurring; these include speeding, and failure to wear seat belts.

Enforcement Area (Targeting): WisDOT analysis has identified roadway segments patrolled by this agency as 'at-risk'. All alcohol and speed-related crash data from the three previous years for every jurisdiction in Wisconsin were analyzed, including those involving property damage through all ranges of injuries to those that resulted in death. These data were scientifically weighted, following established statistical protocol. Using the weighted data, the Bureau identified those places in Wisconsin with the largest crash frequency due to excess alcohol use or speed. After factoring in each identified, at-risk location's population density, a snapshot of the state's most likely places for similar crashes per capita was established. *Source: BOTS Analysis*

For Impairment Enforcement Grantees, Reimbursed enforcement must take place between the hours of 6:00P and 4:30A.

Additional Justification

RPM/SPM Notes

This is an Impaired Driving (OWI) Enforcement Taskforce Grant.

The members of the taskforce is as follows: Kenosha/Racine County OWI Enforcement Taskforce

- Racine County Sheriff's Department
- Kenosha County Sheriff's Department

Note: By accepting this grant, you are verifying that the above listed agencies are taskforce members and no other law enforcement agency that is not listed above will be allowed to participate in grant funded activities assigned to this taskforce.

The amount of the taskforce grant shall be \$40,000.00 and a detailed funding allocation plan to participating taskforce member agencies shall be submitted.

Both Op Plan and signature page are required to be submitted with the grant at the beginning of the process on the "Supporting Documents" tab. **NO GRANTS WILL BE APPROVED WITHOUT THESE DOCUMENTS ATTACHED.**

The budget is for deployments only; no grant funds are for equipment. This grant requires a 25% soft local match. Activity Reports may use one overall monthly statistical report if a pre-approved spreadsheet is attached. Such reports are due on/by the 15th of the next month (example: January's report is due by February 15th). ALL involved agencies MUST participate in the three (3) National Mobilization periods such as "Click it or Ticket" and "Drive Sober or Get Pulled Over" - summer and winter.

ALL agencies are encouraged to attend the quarterly traffic safety commission (TSC) meetings for their County.

✓ I agree to the terms and conditions above.

Project Objectives with Evaluation Plan

Instructions:

Please complete this page, then click the Save button.

Required fields are marked with an *.

Grantee agrees to adopt a zero tolerance policy for impaired driving during all motor vehicle stops.

Evaluation: Activity Report - Citations

Grantee agrees to adopt a zero tolerance policy for unrestrained occupants during all motor vehicle stops.

Evaluation: Activity Report - Citations

During past deployments, Grantees have typically initiated a recorded traffic stop about every 45 minutes. To maintain or exceed historical activity levels during grant-funded activity Grantee will, on average, initiate a recorded traffic stop every 45 minutes.

Evaluation: Activity Report - Contacts

During past grant-funded deployments, Grantees typically maintain an agency ratio of three citations to one written warning.

Evaluation: Activity Report - Citations/Warnings

Grantee agrees to make contacts with local media, community groups or other groups to increase public awareness of information related to crashes, and subsequent enforcement efforts. This should be done a minimum of once during every quarter of grant approval. Creating partnerships with public and private community groups to enforce public awareness of this campaign is strongly encouraged.

An Agency's failure to meet project Objectives may affect their consideration for future grant awards.

Additional Objectives/Evaluation

Objectives for this task force is to conduct one traffic stop every 45 minutes. This grant will be worked in conjunction with the Kenosha County Sheriff's Department and will focus on educating the motoring public on the dangers of driving while impaired. This will be accomplished through social media, schools, and strict enforcement.

I agree to the terms and conditions above.

Policy Requirements

Instructions:

Please complete this page, then click the Save button.
Required fields are marked with an *.

All grantees agree to adhere to the following policies, which are detailed in the full contract
Grantee is:

- subject to audit and is responsible for complying with appropriate maintenance of records
- subject to on-site monitoring and review of records by BOTS staff
- prohibited from using grant funds to supplant existing state or local expenditures
- prohibited from discriminating against any employee or applicant for employment
- prohibited from receiving grant funds if presently debarred
- prohibited from using these funds to further any type of political or voter activity
- prohibited from using these funds to engage in lobbying activity

If the grant funds will be expended on law enforcement, grantee further certifies:

- that it has a written departmental policy on pursuits
- that it has a written departmental policy on BAC testing of drivers involved in fatal crashes
- that it has a written departmental policy on the use of safety belts by employees
- that it complies with Title VI of the Civil Rights Act of 1964

A-133 Single Audit requirement Verification

****Please check with your Treasurer or Finance department**

The grantee has verified that their political entity (payee for this grant)

✓ **IS or IS NOT** Subject to 2 C.F.R. §200, Subpart F Single Audit requirements (A-133).

If subject to 2 C.F.R. §200, Subpart F Single Audit requirements, the grantee has verified that its political entity is in compliance and has filed with the Federal Audit Clearing House:

✓ **Yes or Not Applicable.**

Mandatory Grants Training:

List the name of the person or persons who have taken or are scheduled to take the Mandatory Grants Training. List the name of the person, type of training (i.e. Webinar, Regional Training or online) and the date of training.

Name	Training Location	Date
Aaron Schmidt	Milwaukee County Sheriff training academy	8/7/2017

Click [Here](#) for Training Locations.

✓ I agree to the terms and conditions above.

Work Plan

Instructions:

Please complete this page, then click the Save button.
Required fields are marked with an *.

Federal Grant Period:

Grant activities are funded for one federal fiscal year. Funded fiscal year 2018 activities may begin no earlier than **October 1, 2017** and end no later than **September 30, 2018**.

Work Plan/Calendar:

The Work Plan/Calendar contained within this contract is a term of the contract. It describes timing and level of enforcement activity. At a minimum, during the term of this contract:

Grantee will implement at least one deployment each month within the specified grant period as planned in the Work Plan/Calendar. Agencies that receive funding for overtime enforcement must participate in the national mobilizations during the timeframes listed below. Sign-up for mobilizations is in Wise-Grants and is accomplished by activating an activity report under the **View Available Opportunities** button on the home screen. Completing the activity report after the two week mobilization helps BOTS to provide NHTSA with accurate information about the level of enforcement activity in the state AND will give your agency an opportunity to procure equipment.

- December 15th – December 31st, 2017 (Drive Sober - Winter)
- May 21st – June 3rd, 2018 (Click It Or Ticket National Mobilization)
- Aug 17th – Sept 3rd, 2018 (Drive Sober – Labor Day)

NOTE:

NHTSA Grant Funds dictate that during Impaired Driving Enforcement, Grantees must perform enforcement between the hours of 6:00pm and 4:30am.

If grantee cannot perform the planned patrols, BOTS must be notified. Failure to perform planned activity may be considered grounds for terminating the grant.

WORK PLAN

Month	(A) Deployments	(B) Hours per Deployment	(C) Officers per Deployment	(D) Total Officer Hours (AxB)xC = D
October	0	0	0	0
November	2	4	6	48
December	2	4	6	48
January	2	4	6	48
February	2	4	6	48
March	2	4	6	48
April	2	4	6	48
May	3	5	6	90

June	3	4	6	72
July	3	4	6	72
August	3	4	6	72
September	2	4	6	48
TOTAL	26	45	66	642

WORK PLAN ITEMS – Required:

1. BOTS enforcement grants are now using the High Visibility Enforcement (HVE) model as agreed to in your signed operations plan. The three main elements of HVE are: 1) multiple agencies 2) working the same day and time and 3) with a media component to educate the public. Single officer deployments are no longer desirable and will require justification in any reimbursement request.
2. Grantee will assign only sworn, SFST-trained officers in patrols. Part-time officers may be assigned only if the grant funded activity and their resulting weekly total hours do not exceed 39 hours.
3. Grantee agrees to implement 26 deployments for a total of 642 enforcement hours.

Grant Reimbursable Hours & Rate:

Grantee's estimate of funded reimbursable hours is based upon an estimated average hourly wage/fringe rate of \$62.00

Total amount of Wage/Fringe Based on above deployments and rate \$39,804.00

Activity Reporting: Grantee shall complete the Activity Reports and submit them to BOTS no later than the 15th of the month following the activity:

✓ I agree to the terms and conditions above.

Budget Request

Instructions:

Please complete this page, then click the Save button.
Required fields are marked with an *.

Budget Plan:

The Budget spreadsheet within this contract is a term of the contract. Eligible cost items for this project include: Wage and Fringe. Grantee must complete the Local Match column below.

Relationship to Work Plan:

All budget items must relate to activities described in the Work Plan. Reimbursement will be based on actual costs, NOT budgeted rates. Only project activities and expenses described in the approved work plan and budget, incurred during the grant period, are eligible for reimbursement. Expenses incurred that are not specified in the budget plan or work plan will not be reimbursed.

Document Requirements:

Grantee will document hours, wage and fringe rate, and all match costs. Fringe benefit shall be actual costs. Payment for salaries and wages shall be supported by a time and attendance report, or equivalent records, which shall be kept on file at the agency for three years from the date the project closes. BOTS reserves the right to perform monitoring activities, to include ongoing review and audit of department records.

Match Requirements:

A local match of at least 25% of the grant total is required. The match budget line may consist of estimates of program match.

Budget

Item	Federal Grant	Local Match	Totals
Wage/Fringe	\$39,804.00	\$9,951.00	\$49,755.00
Travel/Mileage	Ineligible		\$0
Training	Ineligible		\$0
Contractual Services	Ineligible		\$0
Equipment	Ineligible		\$0
Materials & Supplies	Ineligible		\$0
Other	Ineligible		\$0
Total	\$39,804.00	\$9,951.00	\$49,755.00

Budget Amendments:

If the work plan or other documentation must be changed after the contract is signed, Grantee must submit an amendment request via the WISE Grants System. Amended activity may not commence prior to BOTS approval. Click [Here](#) to see Amendment Instructions.

Signatures:

The agency head or authorizing official must complete the printable signature page and attach to grant application under "Supporting Documents." An electronic grant submission through the WISE Grants System will initiate the grant approval process, activity/deployments shall **not** begin until the agency receives notice that the grant is active.

✓ I agree to the terms and conditions above.

Deliverables

Instructions:

Please complete this page, then click the Save button.
Required fields are marked with an *.

Forms:

Forms will only be accepted through the WISE Grants. Questions about grant submissions should be referred to either the State Program Manager or the Regional Program Manager.
Click [Here](#) to see the RPM and SPM map.

Project Match Report:

Agencies are required to report adequate match each time they request reimbursement.

Earned Media Event Documentation:

Documentation (electronic copies of media materials) of each earned media event must be submitted to BOTS. An electronic link or other format is acceptable documentation.

Place of Delivery:

All Electronic Project Deliverables shall be submitted via the WISE Grants System.
Signature Pages shall be attached to this grant application under "Supporting Documentation."
Questions about the Traffic Safety Program or this project should be addressed to the State Program Manager or the Regional Program Manager.

Awarding Official Mailing Address:

Wisconsin State Patrol, BOTS P.O. Box 7936
MADISON, WI 53707-7936

I agree to the terms and conditions above.

General Contract Terms Impaired Driving Enforcement

This Grant Agreement ("Agreement"), entered into by and between the Bureau of Transportation Safety ("BOTS") and _____ ("Grantee"), is executed pursuant to terms that follow.

1. Purpose of this Agreement

The Bureau of Transportation Safety, housed within the Wisconsin Department of Transportation's Division of State Patrol, serves as the administering agency for state and federal grants relating to transportation safety. The purpose of this Agreement is to enable BOTS to award grant funding to Grantee for eligible costs of the Grant Project ("Grant") undertaken as outlined in the project narrative and work plan. The funds shall be used exclusively in accordance with the provisions of this Agreement, as well as applicable federal and state laws and regulations.

2. Term

Work conducted under this Grant must occur within the federal fiscal year: October 1 to September 30. This Agreement expires September 30 of the federal fiscal year during which the Grant is conducted.

3. Implementation

Grantee shall be solely responsible for the design and implementation of the Grant as described in the project narrative and work plan. Grantee agrees to conduct the Grant in accordance with these plans as approved by BOTS. Modification of the Grant shall require prior approval of BOTS. Any change in project coordinator, financial officer, authorizing official, addresses, or telephone numbers requires written notification to BOTS. If the work plan or other documentation must be changed after the contract is signed, Grantee must submit an amendment request via the WISE-Grants System. Amended activity may not commence prior to BOTS approval. Failure to perform planned activity may be considered grounds for termination of funding.

4. Audit and Maintenance of Records

Grantee government subdivisions are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S. C. 7501-8507) and the Single Audit Requirements of 2 C.F.R. §200, Subpart F (A-133 Single Audit Requirements). If Grantee government subdivision is subject to a Single Audit, BOTS must be notified of the audit and subsequent results. If Grantee is subject to these requirements, it will verify that it is compliance with these requirements and that it has filed with the Federal Audit Clearing House. BOTS may take corrective action within six months and may require independent auditors to have access to grantee's records and financial statements. Documentation of costs shall be maintained for three years following final reimbursement. Reimbursement claim cost detail shall include a list of all personnel whose time is claimed; current billing period and year-to-date wages and fringe benefits paid to each person listed; all travel listed individually and broken out by transportation/mileage, meals, lodging, and related costs; all materials and supplies and contractual services, itemized, required to complete project activity. Employee time records for actual hours worked or percent of time dedicated to project activity are to be maintained by Grantee and made available to BOTS upon request with reasonable notice. Each budget item identified as "Other" shall be claimed separately.

5. Monitoring by the State

Grantee consents to monitoring by BOTS staff to ensure compliance with applicable state and federal regulations. Monitoring may occur on-site and will require access to original versions of employee payroll information, citations, and other materials related to the implementation of this grant.

6. Payment of Funds by the State

All highway safety projects are funded on a cost reimbursement basis. State or local funds shall be expended before federal reimbursement is made. BOTS shall reimburse Grantee only for the actual hours worked, and for other eligible costs, and only if the costs are incurred in performing tasks identified within the grant application. Personnel costs shall be reimbursed on the basis of actual hourly salary and fringe rate(s) that have been verified and approved by BOTS, or on the basis of percentage of annual salary and fringe dedicated to project activity as described within the grant application. All expenses for which Grantee seeks reimbursement must be documented in the Project Activity Reports.

General Contract Terms Impaired Driving Enforcement

7. Equipment

Tangible, non-expendable personal property having an acquisition cost of \$5,000 or more, with a useful life of greater than one year, that is purchased in whole or in part by Grantee using funds awarded as part of this Agreement must be justified in the project narrative or work plan and approved by the NHTSA Regional Office in writing before initiating the acquisition of the equipment. Each item shall be tagged, inventoried, and monitored until the federal interest is released. Tangible, non-expendable personal property having an acquisition cost of less than \$5,000, and budgeted as materials and supplies, will also be monitored. Grantee must inform BOTS in writing when equipment is no longer used for the purpose for which it was acquired. Grantee's procurement of property under a grant will follow the same policies and procedures used for procurement from its non-federal funds, provided their procurement procedures follow the requirements for procurement standards set forth in federal law in 2 C.F.R. §§200.318 general procurement standards through 200.326 contract provisions. Each grantee receiving traffic safety funds must maintain written property management standards that comply with the requirements for property standards set forth in federal law in 2 C.F.R. §§200.310 through 200.316. These requirements include, but are not limited to, the maintenance of accurate property records [2 C.F.R. §200.313(d)(1)]. Such records will include a description of the property; a serial number or other identification number; the source of funding for the property (including the FAIN, if applicable); indication of with whom title is vested; acquisition date; cost of the property; percentage (at the end of the budget year) of federal participation in the cost of the project for the federal award under which the property was acquired; location, use, and condition of the property; and ultimate disposition data including the date of disposal and the sale price of the property. Grantees will institute maintenance procedures adequate to keep the property in good condition.

8. Print and Audio Visual Materials

Grantee shall submit all materials developed under this Agreement to BOTS for approval of content and style prior to final production and release. All video materials intended for general public viewing must be close-captioned. Grantee shall credit the Wisconsin Department of Transportation Bureau of Transportation Safety and the National Highway Traffic Safety Administration on all such materials. Grantee may not copyright any portion of materials produced under this Agreement.

9. Program Income

Program income is gross income derived by Grantee from Grant-supported activities. Grantee will report program income on reimbursement claims, stating whether the income is retained or credited as a reduction in federal share of project expenditures. If retained, such income may be used only for highway safety activities and is subject to audit by BOTS.

10. Additional Requirements Where Funds Are Expended on Law Enforcement

- A. Grantee agency certifies that it has a written departmental policy on biased-based policing, or that it will initiate development of one during the grant period.
- B. Grantee agency certifies that it has a written departmental policy on pursuits or that it will initiate development of one during the grant period. The policy should conform to the guidelines of the IACP or a similar pursuit policy.
- C. Grantee agency certifies that it has a written departmental policy on the BAC testing of all drivers involved in fatal vehicle crashes involving alcohol, or that it will initiate one during the grant period. Grantee agency will require a test of all killed drivers and will encourage all surviving drivers to consent to a test.
- D. Grantee agency certifies that it has a written departmental policy on the use of safety belts by employees, or that it will initiate development of one during the grant period.

11. General Costs of Government

The general costs of government (i.e. supplanting) are unallowable except as provided in 2 C.F.R. §200.474. [2 C.F.R. §200.444]. The replacement of routine or existing state or local expenditures with the use of federal grant funds for costs of activities that constitute general expenses required to carry out the overall responsibilities of a state or local agency is prohibited.

12. Guidelines for Allowability of Costs

To be allowable under Federal awards, costs must meet the following general criteria [2 C.F.R. §225, Appendix A, C(1)]:

General Contract Terms Impaired Driving Enforcement

1. Be necessary and reasonable for proper and efficient performance and administration of Federal awards.
2. Be allocable to Federal awards under the provisions of 2 CFR part 225.
3. Be authorized or not prohibited under State or local laws or regulations.
4. Conform to any limitations or exclusions set forth in these principles, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.
5. Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the governmental unit.
6. Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
7. Except as otherwise provided for in 2 CFR part 225, be determined in accordance with generally accepted accounting principles.
8. Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation.
9. Be the net of all applicable credits.
10. Be adequately documented.

13. Nondiscrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees —

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
4. That, in the event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs a through e, in every subcontract and sub-agreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.

The grantee will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 et seq.), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of

General Contract Terms Impaired Driving Enforcement

age);

- The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);

- Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

14. Political Activity (Hatch Act)

Grantee will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

15. Lobbying Activities

Certification Regarding Federal Lobbying

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

General Contract Terms Impaired Driving Enforcement

16. Certification Regarding Debarment And Suspension

Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Grant by any federal agency, or by any department, agency, or political subdivision of the state. For purposes of this grant, "principal" includes an officer, director, owner, partner, or other person with primary management and supervisory responsibilities, or a person who has critical influence on or substantive control over the operations of Grantee.

Instructions for Lower Tier Certification:

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

General Contract Terms Impaired Driving Enforcement

17. Buy America Act

The Grantee and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or sub recipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

18. Prohibition on using grant funds to check for helmet usage

The Grantee and each sub recipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

19. Termination

This grant may be terminated upon BOTS' determination that Grantee has materially failed to comply with terms of this Agreement. Termination may be considered among the criteria for subsequent grant awards.

20. Correspondence

All correspondence outside of Wise-Grants with BOTS regarding this project shall include the Grant Number, and shall be submitted to the following address or e-mail address:

Wisconsin State Patrol
BOTS
P.O. Box 7936
Madison, WI 53707
DOTSafetyGrants@dot.wi.gov

✓ I agree to the terms and conditions above.*

Please send signed signature page to DOTSafetyGrants@dot.wi.gov

Funded Grants 2018

Organization: Racine County Sheriff's Office

FG-2018-RACINE C-04189
Version Date: 11/16/2017 18:56:27

Administrative Information

Federal Identifier	2018-31-05-M5
CFDA Number	20.616
Unique Entity Identifier (DUNS Number)	830351623
Amount	\$39,804.00
Funding Year	2018
Project ID Number	3950958-31-25
Appropriation	18500
Account Code	
Agency Federal Employer ID (FEIN):	396005734
Line Number	00001
Schedule Number	001
Activity ID	LABOR-DLVY-OTHR
Source Type	
Vendor Number	0000071943
Vendor Location	SUFF-T-C
County-Muni Code	51-000
Payee	Racine County
Fund Code	21100
PO ID	0000004829
Req ID	
SPM Assigned	Tina BonDurant
Agency Head	
Start Date	11/1/2017
End Date	9/30/2018
	39584

✓ Multi-Agency Grant

Targeted for:

Northeast

Northwest

✓ Southeast

Southwest

REQUEST FOR COUNTY BOARD ACTION

YEAR	<u>2017</u>	<input checked="" type="checkbox"/>	Resolution Request
		<input type="checkbox"/>	Ordinance Request
		<input type="checkbox"/>	Report Request

Requestor/Originator: Sheriff's Office - Sheriff Christopher Schmaling

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 11/29/2017 Date of County Board Meeting to be Introduced: 12/5/2017

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:

Authorizing the acceptance of a Wisconsin Department of Justice, Division of Criminal Investigation COPS Meth
Task Force Grant authorizing revenue transfers within the Sheriff's Office accounts

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.



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

November 14, 2017

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

From: Sheriff Christopher Schmaling

Re: 2017-2018 Meth Grant

The Wisconsin Department of Justice, Division of Criminal Investigation, has notified us of our eligibility to participate in the following COPS Meth task force grant.

Enforcement Area consists of five participating SEADOG agencies, which include Dodge, County, Racine County, Kenosha County, Jefferson County, and Walworth County. SEADOG Agencies have been allotted \$20,000 (shared) per year for the two-year grant period. DCI will reimburse to each participating County/Task Force/Agency for overtime expenses associated with the development and investigation of narcotics cases that target the illicit trafficking of methamphetamine.

Each agency must provide monthly investigative reports relating to methamphetamine arrests/use/sales, statistical data, as well as utilizing ACISS as the investigative case management system.

We are requesting a resolution authorizing the County to seek the grant award in accordance with established accounting procedures, we are requesting that the revenues be deposited in the appropriate account to replace the expenditures.

If you have any questions concerning this matter, please feel free to contact me. I will also have staff available at the Finance Committee meeting to answer any questions that you may have.

Christopher Schmaling
Sheriff, Racine County

By: James P Weidner
Captain - Operations



MEMORANDUM OF UNDERSTANDING
Anti-Methamphetamine Task Force Program Grant

Through the COPS Anti-Methamphetamine Task Force Program Grant, the Wisconsin Department of Justice, Division of Criminal Investigation (DCI) will provide reimbursement to each participating County/Task Force/Agency for overtime and equipment expenses associated with the development and investigation of narcotics cases that target the illicit activities related to the manufacture and distribution of methamphetamine. As a condition of receiving funds and other benefits under this program, the undersigned hereby agrees:

1. To appoint a Methamphetamine Grant Agency Coordinator and Alternate, who will be assigned to administer the Methamphetamine Grant program within the jurisdiction accepting the funds;
2. To compile and report information as required by the Methamphetamine Grant program on a monthly basis;
 - a. To utilize ACISS as the investigative case management system if possible; if ACISS is unavailable, to provide copies of case investigative reports for methamphetamine related investigations; and, through this reporting, the number of Cases Opened, Search Warrants Obtained, and Methamphetamine Arrests generated, in addition to other statistics, will be provided;
 - b. To provide related investigative communication records from telephone downloads, call detail records, pen registers/trap and traces, or other records from service providers (Facebook, e-mail, etc) to the WSIC for entry into the Penlink database;
3. To comply with the guidelines of the COPS Anti-Methamphetamine Task Force Program as prescribed and outlined in the 2016 COPS Office Anti-Methamphetamine Task Force Program Grant Owner's Manual;
4. To meet the established reporting for overtime and equipment reimbursement request deadlines;
5. To use Methamphetamine Grant funding for personnel overtime and pre-approved equipment expenses associated with investigations focused on the illicit trafficking of methamphetamine.
 - a. The money is designated ONLY for reimbursement of overtime and equipment expenses related to methamphetamine investigations, and must be tracked separately from any existing federal or state grant funded overtime or additional local agency funding. Electronically signed Overtime Reimbursement Forms must be submitted to MethGrant@doj.state.wi.us no later than 15 days after the end of the month during which the expense was incurred. All equipment expenses must be pre-approved by the Meth Coordinator prior to purchase.
 - b. The total overtime payments for an individual officer for a 12-month period (the Federal fiscal year is 10/01 – 09/30), including ALL federal sources (ie, QCDETF, HIDTA, Byrne JAG, CEASE, COPS Heroin Grant, COPS Meth Grant) are not to exceed 25% of the current Federal salary rate in effect at the time the overtime was performed. This amount is \$17,753 as of 01/04/2016.
6. Your agency has been allotted \$ 20,000.00 per year for two years; second year allocations may be revised at the discretion of the Wisconsin Department of Justice.

COPY

Agency Coordinator

Alternate Coordinator

Title/Name: **Sergeant Shannan Illingworth**
 Email: **sillingw@co.walworth.wi.us**
 Office Phone: **262-741-4601**
 Cell Phone: **262-903-2748**
 Fax Number: **262-741-4643**
 Address: **1770 County Road NN
 Elkhorn, WI 53121**

Title/Name: **Admin. Secretary Lori Reynolds**
 Email: **lreynold@co.walworth.wi.us**
 Office Phone: **262-741-4600**
 Cell Phone:
 Fax Number: **262-741-4643**
 Address: **1770 County Road NN
 Elkhorn, WI 53121**

Signature of Agency Head

Kurt Picknell

Southeast Area Drug Operations Group

Name and Title

Kurt Picknell, Walworth County Sheriff

Approved By

[Empty Signature Line]

Name and Title: DCI Administrator Jason Smith

Mail Original Form To: WI DOJ – DCI Meth Grant P.O. Box 719, Neenah, WI, 54957-0719

Form Due By: January 31, 2017

REQUEST FOR COUNTY BOARD ACTION

YEAR <u>2017</u>	<input checked="" type="checkbox"/>	Resolution Request Ordinance Request Report Request
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Requestor/Originator: Medical Examiners Office - Michael Payne

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 11/29/2017 Date of County Board Meeting to be Introduced: 12/5/2017

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:

Authorize a 3 year contract with Milwaukee County Medical Examiners office to provide Racine County for
autopsy services for the period 1/1/18 - 12/31/20

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.



Michael J. Payne
Racine County Medical Examiner
730 Wisconsin Avenue
Racine, WI 53403
262-636-3303
fax: 262-636-3728
michael.payne@racinecounty.com

November 15, 2017

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

From: Medical Examiner Michael Payne *M.P.*

Ref: 2018-2020 Autopsy Agreement Between Racine County and Milwaukee County

The Racine County Medical Examiner's Office has a 3-year contract with the Milwaukee County Medical Examiner's Office to provide autopsy and laboratory services for Racine County. This contract will expire at the end of 2017.

The Milwaukee County Medical Examiner's Office has offered to enter into another 3-year contract with Racine County to continue to provide autopsy services.

The new contract will maintain the previous contract fee for autopsies at \$1,600 each. This will include the pathologist dissection, routine toxicology, photography, digital radiography, histology and the storage of bodies at the Milwaukee County Medical Examiner's Office for a period not to exceed 30 days.

The Milwaukee County Medical Examiner's Office will provide courtroom testimony concerning any autopsy performed at the rate of \$500 per hour.

Funding for autopsies is included in the 2018 Racine County Medical Examiner's Budget in the MS-AUTOPSIES account.

The Racine County Medical Examiner's Office has been pleased with the services provided by the Milwaukee County Medical Examiner's Office and I fully endorse the renewal of this contract. .

If you have any questions concerning this matter, please contact me.

Michael J. Payne
Medical Examiner, Racine County

AUTOPSY AGREEMENT BETWEEN
RACINE COUNTY
AND
MILWAUKEE COUNTY

THIS AGREEMENT is entered this _____ day of

_____, 2017 between Milwaukee County and Racine County, for the purpose of a cooperative agreement in providing autopsy and laboratory services for the period beginning January 1, 2018 and continuing through December 31, 2020.

The parties, Milwaukee County and Racine County, hereby agree as follows, for and in consideration of the mutual promises and covenants contained herein:

1. Milwaukee County will perform all of the Racine County autopsies ordered by the Racine County Medical Examiner, except for such autopsies as the Racine County Medical Examiner may arrange to have conducted by pathologists at Wheaton Franciscan Health Care, of persons who died at All Saints Hospital, Racine, Wisconsin.
2. Racine County will pay Milwaukee County \$1,600 for each autopsy performed by Milwaukee County. The fee will include all pathologist dissection, routine toxicology, photography, digital radiography and histology. A digital copy (CD) of photographs (and radiographic images,

if needed) will be provided for every case. This fee will also include the storage of bodies at the Milwaukee County Medical Examiner's Office for a period not to exceed 30 days. It will be at the Milwaukee County Medical Examiner's discretion to exceed 30 days. Autopsies will be performed at the Milwaukee County Medical Examiner's Office. Milwaukee County will provide a written autopsy protocol and toxicology report to Racine County in a timely manner; provisional results will be provided within 24 hours of autopsy completion. A timely manner is defined as 30 days for routine, uncomplicated cases and 60 days for those cases requiring outside consultation.

3. Milwaukee County will provide courtroom testimony concerning any autopsy performed by it at the following rate: \$500 per hour.

Any additional services requested by Racine County of Milwaukee County may be provided by Milwaukee County as agreed by the two counties.

4. Racine County will be responsible for the transportation of the bodies to and from the Milwaukee County Medical Examiner's Office for the autopsies and for the costs related thereto.
5. Racine County will pay for additional toxicology, serology, odontological services or any additional services (e.g. courtroom

testimony) that are requested by Racine County. When possible, Milwaukee County will comply with Racine's designation of a toxicology laboratory to utilize for Racine County's cases. Racine County shall designate a laboratory at the time it is notified of the need for toxicology testing by Milwaukee County.

6. Records for Racine County cases shall be considered Racine County's records and Racine County shall be the custodian of these records for purposes of public records requests. Records shall be sent to Racine County as soon as possible while a case is pending. Requests for records of Racine County cases received by the Milwaukee County Medical Examiner's office shall be transmitted to Racine County for response. Milwaukee County may maintain copies of records for Racine County cases to allow Milwaukee County personnel to answer questions during the pendency of a case.
7. The term of this agreement will be for a period of three years from the date of signing.
8. To the fullest extent permitted by law, Racine County and Milwaukee County shall each be liable for their own acts, omissions and negligence and each agrees to indemnify and hold the other harmless for any injuries, losses, damages, costs and expenses resulting thereby. Racine County's and Milwaukee County's respective liabilities shall

be limited by Wisconsin Statutes §345.05(3) for automobile and §893.80(3) for general liability. Racine County and Milwaukee County each represent that they are financially responsible and will therefore be able to respond in damages because any injuries, damages or losses so occasioned by their respective acts omissions and negligence.

9. Both parties to this agreement understand that the agreement is subject to funding continuation by their respective county boards, and in the event that funding for either the Milwaukee County Medical Examiner's Office or Racine County's payment for cases performed by the Milwaukee County Medical Examiner's Office is withdrawn by a county board, this agreement may be terminated.
10. Either party for any reason may terminate this Agreement by providing the other party with written notice to terminate with a minimum of thirty (30) days' notice. All services contracted and provided prior to the termination date will be timely paid by Racine County.

11. This agreement cannot be assigned by one party without the written permission of the other party.

12. In witness whereof, the parties hereto have executed this Agreement on the day, month and year first written.

Racine County

By: _____ Date: _____
Jonathan Delagrave
Racine County Executive

Milwaukee County Medical Examiner

By: _____ Date: _____
Brian L. Peterson, MD
Medical Examiner

Approved:

By: _____ Date: _____
County Executive

Approved:

By _____ Date: _____
Office of the Comptroller

Approved as to Execution:

By: _____ Date: _____
Corporation Counsel

Reviewed by:

By: _____ Date: _____
Risk Management