

**RACINE COUNTY**

**Fast Forward Program  
2018 SUB-RECIPIENT AGREEMENT**

THIS AGREEMENT, entered on the 11 day of October 2018, by and between **Gateway Technical College** (hereinafter referred to as the "GRANTEE"), and Racine County, a municipal corporation of the State of Wisconsin (hereinafter referred to as the "COUNTY") and administered by Racine County Human Services Finance Department ("DEPARTMENT").

WHEREAS, Racine County and Racine County Human Services received its Letter of Intent to Award on August 14, 2018.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- I. **RETENTION OF SERVICES.** The COUNTY hereby agrees to engage the GRANTEE and the GRANTEE hereby agrees to perform the services hereinafter set forth, all in accordance with the terms and conditions of this Agreement to begin no earlier than **October 15, 2018** and continue through **September 30, 2020**.
- II. **USE OF FUNDS AND COMPENSATION.**

A. Activities

The GRANTEE agrees that all funds received pursuant to this Agreement shall be used in accordance with the COUNTY and Wisconsin Department of Workforce Development Fast Forward Program regulations (hereinafter referred to as DWD). Said funds shall be used for funding of the **Manufacturing Operator, CNC Operator, Industrial Maintenance Certificate, Certified Customer Service Specialist, and Hospitality Essentials** in accordance with Exhibit A "Scope of Work" attached hereto.

Any anticipated changes to Exhibit A "Scope of Work" shall be approved, in writing by the COUNTY prior to implementation.

B. Compensation

The COUNTY agrees to pay, subject to the contingencies herein, and the GRANTEE agrees to accept for the satisfactory performance of the services to **successfully complete training for no fewer than 80 trainees** under this Agreement not to exceed the maximum sum of **\$201,876** inclusive of all expenses incurred after **October 15, 2018** it being expressly understood and agreed that in no event will the total compensations to be paid hereunder exceed said maximum sum for all the services required. Total reimbursement per trainee cannot exceed \$3,141.03.

*B.S.P.*  
10/29/18

C. Line Item Budget Adjustments

GRANTEE agrees that each line in the budget, except salaries and benefits, may be adjusted ten (10) percent over the term of this Agreement without prior approval as long as the total contract amount is not exceeded. COUNTY's prior written approval is required for any of the following:

- a) Adjustments of more than ten (10) percent
- b) Expenses to line items not included as part of the approved budget
- c) Any changes related to salary and/or benefits (including contracted positions)

D. Performance Monitoring

The COUNTY will monitor the performance of the GRANTEE against goals and performance standards provided by the GRANTEE in Exhibit A and Exhibit B. At least annually the COUNTY will conduct an on-site or desk review of the GRANTEE. Thereafter, at any time during normal business hours and as often as the COUNTY, or if federal or state grants or aids are involved, as the appropriate federal or state agency may deem necessary, there shall be made available to the COUNTY or such agency for examination all of its records with respect to all matters covered by this Agreement and will permit the COUNTY of such agency and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

Substandard performance as determined by the COUNTY will constitute noncompliance with this Agreement. If noncompliance is determined, enforcement activities will be pursued set forth in Section VIII of this Agreement.

III. **TIME OF PERFORMANCE.** The services to be performed under the terms and conditions of this Agreement shall be in force and shall commence upon execution of this Agreement by all parties of interest, and shall be undertaken and completed in such sequence as to assure its expeditious completion in light of the purposes of this Agreement, but in any event, all of the services required hereunder shall be completed no later than **September 30, 2020**, which is the termination date of this Agreement. In addition to all other remedies inuring to the COUNTY should the Agreement not be completed by the date specified in accordance with all of its terms, requirements and conditions therein set forth, the GRANTEE shall continue to be obligated thereafter to fulfill GRANTEE'S responsibility to amend, modify, change, correct or expand thereon until the Agreement is fully completed.

IV. **ADMINISTRATIVE REQUIREMENTS.**

A. Financial Management

1. Accounting Standards The GRANTEE shall maintain a full set of books on a double entry basis in accordance with generally accepted accounting principles, procedures and regulations as deemed necessary by the COUNTY. Such records shall be maintained by qualified personnel and in a timely manner. GRANTEE further agrees to provide access to all books, documents, papers, and records related to this Agreement to the COUNTY, DWD, the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of making, audits, examinations, excerpts, and transcriptions therefrom.
2. GRANTEE agrees to adhere to the guidelines of the DHS or DCF *Allowable Cost Policies Manual*, Office of Management and Budget Circular A122 or A102, and the fiscal requirements of the *Contract Administration Manual*, Racine County Human Services Department.

3. Requirement to Have an Audit. Unless waived by the COUNTY pursuant to Wisconsin Statute 46.036(4)(c), the GRANTEE (auditee) shall submit an annual audit to the COUNTY if the total amount of annual funding provided by the COUNTY (from any and all of its Divisions taken collectively) for all contracts is \$100,000 or more. In determining the amount of annual funding provided by the COUNTY the GRANTEE shall consider both: (1) funds provided through direct contracts with the COUNTY and (2) funds from the COUNTY passed through another agency which has one or more contracts with the GRANTEE.
4. Audit Requirements. The audit shall be performed in accordance with generally accepted auditing standards, Wisconsin Statutes § 46.036 and § 49.34, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this contract. In addition, the GRANTEE is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:
  - a. 2 Code of Federal Regulations, Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal sub-awards.
  - b. The State Single Audit Guidelines (SSAG) expand on the requirements of 2 CFR Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.3 lists the required conditions.
  - c. The DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities that meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS sub-recipient audit requirements. An audit report is due The COUNTY if a GRANTEE receives more than \$100,000 in pass-through money from The COUNTY as determined by Wisconsin Statute § 46.036.
  - d. The DCF appendix to the SSAG contains additional DCF-specific audit guidance for those entities that meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DCF sub-recipient audit requirements. An audit report is due The COUNTY if a GRANTEE receives more than \$100,000 in pass-through money from The COUNTY as determined by Wisconsin Statute § 49.34. Audits must be performed in accordance with the SSAG and the DCF appendix unless required by contract to follow the Provider Agency Audit Guide (PAAG).
5. Source of Funding. Funding could be a mixture of state/federal/local funds. GRANTEEs may request confirmation of funding information when it becomes available to The COUNTY from the state. The information will include the name of the program, the federal agency where the program originated, the CFDA number, and the percentages of federal, state, and local funds constituting the contract.
6. Audit Reporting Package. A GRANTEE that is required to have a Single Audit based on 2 CFR Part 200 Subpart F and the State Single Audit Guide is required to submit to The COUNTY a reporting package which includes the following:
  - a. General-Purpose Financial Statements of the overall agency and a Schedule of Expenditures of Federal and State Awards, including the independent auditor's opinion on the statements and schedule.
  - b. Schedule of Findings and Questioned Costs, Schedule of Prior Audit Findings, Corrective Action Plan and the Management Letter (if issued).
  - c. Report on Compliance and on Internal Control over Financial Reporting based on an audit performed in accordance with Government Auditing Standards.
  - d. Report on Compliance for each Major Program and a Report on Internal Control over Compliance.

- e. Report on Compliance with Requirements Applicable to the Federal and State Program and on Internal Control over Compliance in Accordance with the Program-Specific Audit Option.
  - f. \*Settlement of DHS Cost Reimbursement Award. This schedule is required by DHS if the GRANTEE is a non-profit, for-profit, a governmental unit other than a tribe, county Chapter 51 board or school district; if the GRANTEE receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
  - g. \*Additional Supplemental Schedule(s) Required by Funding Agency may be required. Check with the funding agency.
  - h. \*NOTE: These schedules are only required for certain types of entities or specific financial conditions.
  - i. For GRANTEES that do not meet the Federal audit requirements of 2 CFR Part 200 and SSAG, the audit reporting package to The COUNTY shall include all of the above items except items 4 and 5.
7. Audit Due Date. Audits that must comply with 2 CFR Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or 30 days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.
8. Submitting the Reporting Package. The auditee or auditor must send a copy of the audit report to all granting agencies that provided funding to the auditee. Check the contract or contact the other funding agencies for information on where to send the audit report and the proper submission format.
9. Audit reports should be sent to:
- The COUNTY Human Services  
Attn: Contract Compliance Monitor  
1717 Taylor Avenue  
Racine, WI 53403
10. Access to Auditee's Records. The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit.
- a. The auditee shall permit appropriate representatives of The COUNTY to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of The COUNTY to conduct or arrange for other audits or review of federal or state programs. The COUNTY shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.
11. Access to Auditor's Work Papers. The auditor shall make audit workpapers available upon request to the auditee, The COUNTY or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.
12. Failure to Comply with Audit Requirements. The COUNTY may impose sanctions when needed to ensure that auditees have complied with the requirements to provide The COUNTY with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
- a. The auditee did not have an audit.

- b. The auditee did not send the audit to The COUNTY or another granting agency within the original or extended audit deadline.
  - c. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
  - d. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
  - e. The auditee does not cooperate with The COUNTY or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.
13. Sanctions. The COUNTY will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:
- a. Requiring modified monitoring and/or reporting provisions;
  - b. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
  - c. Disallowing the cost of audits that do not meet these standards;
  - d. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
  - e. Charging the auditee for all loss of federal or state aid or for penalties assessed to The COUNTY because the auditee did not comply with audit requirements;
  - f. Assessing financial sanctions or penalties;
  - g. Discontinuing contracting with the auditee; and/or
  - h. Taking other action that The COUNTY determines is necessary to protect federal or state pass-through funding.
14. Close-Out Audits. A contract specific audit of an accounting period of less than 12 months is required when a contract is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out contract specific audit may be waived by The COUNTY upon written request from the GRANTEE, except when the contract is terminated for cause. The required close-out audit may not be waived when a contract is terminated for cause.
- a. The auditee shall ensure that its auditor contacts The COUNTY prior to beginning the audit. The COUNTY or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by The COUNTY is the responsibility of the auditee.
  - b. The COUNTY may require a close-out audit that meets the audit requirements specified in 2 CFR Part 200 Subpart F. In addition, The COUNTY may require that the auditor annualize revenues and expenditures for the purposes of applying 2 CFR Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 CFR Part 200 Subpart F- Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

B. Documentation and Record Keeping

1. Records to be Maintained

The GRANTEE shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 with respect to all matters covered by this Agreement. Such records shall include, but are not limited to:

- a) Records providing a full description of each activity undertaken.
- b) Records demonstrating that each activity undertaken meets the Objectives of the Fast Forward program;
- c) Records required to determine the eligibility of activities;
- d) Financial records as required by 2 CFR 200, and;
- e) Other records as necessary to document compliance with the Fast Forward Grant program.

The GRANTEE shall maintain sufficient segregation of accounting records for this Agreement separate from other contracts, projects, and programs.

2. Records Retention

The GRANTEE shall retain all financial records, supporting documents, statistical records, and all other records pertinent to this Agreement for a period of not less than four (4) years. The retention period begins on the date of the submission of the COUNTY's annual performance and evaluation report to HUD in which activities under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution fall issues, or the expiration of the four-year period, whichever occurs later.

3. Documentation of Costs

All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Agreement and shall be clearly identified and readily accessible.

4. Client Data

The GRANTEE shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to client name, address, income level or other basis for determining eligibility, and description of services provided. Such information shall be made available for COUNTY monitors or their designees upon request.

5. Disclosure

The GRANTEE understands that client information collected is private and the use or disclosure of such information, when not directly connected with the administration of the COUNTY or GRANTEE's responsibilities with the respect to the services under this Agreement is prohibited by law unless written consent is obtained from such person receiving service and, in the case of a minor, that of a parent/guardian.

C. Reporting

The GRANTEE shall assist the DEPARTMENT and the COUNTY in collecting and maintaining such information as required by the DWD and/or the DEPARTMENT periodically and in such manner as

determined by the COUNTY and the COUNTY shall be required to effectively and efficiently report such information to DWD. The GRANTEE shall submit monthly documentation supporting the review and approval of project partners request for reimbursement and associated activities.

V. CONDITIONS OF PERFORMANCE AND COMPENSATION

A. Performance

The GRANTEE agrees that the performance of GRANTEE'S work, services and the results here from, pursuant to the terms, conditions and agreements of this Agreement, shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.

B. Place of Performance

The GRANTEE shall conduct GRANTEE'S services as required under the terms and conditions of this Agreement at such place or places as is necessary, which will enable the GRANTEE to fulfill GRANTEE'S obligations under this Agreement.

C. Additional Fringe or Employee Benefits

The GRANTEE shall not receive nor be eligible for any fringe benefits or any other benefits to which COUNTY salaried employees are entitled to or are receiving.

D. Personnel

1. The GRANTEE represents that he/she has or will secure all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.
2. All of the services required hereunder will be performed by the GRANTEE or under his/her supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.
3. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the COUNTY. If any work or services are subcontracted, it shall be specified in written contract or agreement and shall be subject to each provision of this Agreement. The GRANTEE shall be as fully responsible to the COUNTY for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the GRANTEE, as the GRANTEE is for the acts and omissions of persons directly employed by the GRANTEE.
4. If in the performance of this Agreement there is any underpayment of salaries by the GRANTEE or by any subcontractor thereunder, the COUNTY shall withhold from the GRANTEE out of payments due to him, an amount sufficient to pay to employees underpaid, the difference between the salaries required hereby to be paid and the salaries actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the COUNTY for and on account of the GRANTEE or subcontractor, if any, to the respective employees to whom they are

5. Claims and disputes pertaining to salary rates or to classifications, if any, performing work under the Agreement shall be promptly reported in writing by the GRANTEE to the COUNTY for the latter's decision, which shall be final with respect thereto.

E. Indemnity and Insurance

To the fullest extent permitted by law, the GRANTEE agrees to indemnify and hold harmless the COUNTY, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage (including costs of investigation and attorney's fees), which arise out of or are connected with the services hereunder, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission or other fault of the GRANTEE or any subcontractor of the GRANTEE, or any officer, employee or agent of the subcontractor of the GRANTEE, or any other person for whom GRANTEE is responsible. The GRANTEE shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The GRANTEE's indemnification obligation shall not be construed to extend to any injury, loss, or damage that is caused by the act, omission, or other fault of the COUNTY. GRANTEE shall immediately notify COUNTY of any injury or death of any person or property damage on COUNTY's premises or any legal action taken against GRANTEE as a result of any said injury or damage.

GRANTEE shall at all times during the terms of this Agreement keep in force a liability insurance policy issued by a company authorized to do business in Wisconsin and licensed by the State of Wisconsin Office of the Commissioner of Insurance in an amount deemed acceptable by COUNTY. Upon the execution of this Agreement and at any other time if requested by COUNTY, GRANTEE shall furnish COUNTY with written verification of the existence of such insurance. In the event of any action, suit, or proceedings against COUNTY upon any matter herein indemnified against, COUNTY shall, within five working days, cause notice in writing thereof to be given to GRANTEE by certified mail, addressed to its post office address.

1. General Liability

One million dollars (\$1,000,000) per occurrence (\$1,000,000 aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503 or ISO CG 2504, or insurer's equivalent endorsement provided to the COUNTY) or the general aggregate including project-completed operations aggregate limit shall be twice the required occurrence limit. There shall be no exclusion for abuse or molestation on this policy.

2. Comprehensive Auto Liability

Comprehensive Auto Liability Insurance (code 1 any "auto") in an amount no less than \$1,000,000 combined single limit per accident for bodily injury, death and property damage.

3. Umbrella Liability

Four million dollars (\$4,000,000) per occurrence (\$4,000,000 aggregate if applicable) for bodily injury, personal injury and property damage. Any combination of underlying coverage and umbrella equaling Five million dollars (\$5,000,000) shall be acceptable. There shall be no exclusion for abuse or molestation on this policy.



4. Workers Compensation

GRANTEE shall cover or insure the applicable Wisconsin labor laws related to workers compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. The GRANTEE shall supply statutory coverage for the work related injuries and employer's liability insurance with the limits of \$500,000 per accident.

ANY DEDUCTIBLES OR SELF INSURED RETENTION IN SUCH POLICIES OF INSURANCE SHALL BE DECLARED TO THE COUNTY ON THE CERTIFICATE OF INSURANCE AND ARE SUBJECT TO APPROVAL BY THE COUNTY. At the option of the COUNTY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the COUNTY, its departments, officers, employees, volunteers, and agents, or the GRANTEE shall procure a bond guaranteeing any and all losses and related allocated loss adjustment expenses, including investigations, claims administration and defense.

COUNTY, acting at its sole option, may waive any and all insurance requirements. Waiver is not effective unless in writing. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's risk manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this agreement.

The policies of insurance required hereunder shall contain or be endorsed to maintain the following provisions:

1. COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE

a) Racine County, and its officers and employees shall be named as additional insureds on GRANTEE's general liability insurance policy for actions and/or omissions performed pursuant to this agreement.

b) The GRANTEE's insurance coverage shall be endorsed to state that GRANTEE's insurance shall be primary insurance as respects COUNTY, its departments, officers, employees, volunteers and agents. Any insurance or self-insurance maintained by the COUNTY, its departments, officers, employees, volunteers or agents shall be excess of the GRANTEE's insurance and shall not contribute to it.

c) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its departments, officers, employees, volunteers or agents.

d) The GRANTEE's insurance shall apply separately to each insured against whom a claim is made or suit is brought; except with respect to the limits of the insurer's liability, which shall apply collectively to all insureds.

e) GRANTEE is prohibited from waiving COUNTY's right to subrogation. When obtaining required insurance under this Agreement and otherwise, GRANTEE agrees to preserve COUNTY's subrogation rights in all such matters that may arise that are covered by GRANTEE's insurance.

2. ALL COVERAGES

All coverage enumerated above must be placed with an insurance carrier with an AM Best Rating of A-VIII or greater. If GRANTEE is unable to meet this requirement, adherence with Wisconsin's Office of Commissioner of

Insurance (OCI) financial requirements shall be acceptable. COUNTY shall receive a 30-day notice of cancellation of any policy.

### 3. VERIFICATION OF COVERAGE

GRANTEE shall furnish COUNTY with certificates of insurance within 60 days of the beginning of this agreement, and upon request, with original endorsements affecting coverages required by the insurance specifications within this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements are to be on such forms and are subject to approval by the COUNTY. For Workers Compensation related risks, only forms approved by the Wisconsin Commissioner of Insurance are to be used. All certificates and endorsements, if requested, are to be received and approved by the COUNTY at the time the contract is executed and before the work begins. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements, at any time. **Failure to maintain required insurance coverages is a material breach of the contract and is cause for termination.**

## VI. PAYMENT POLICIES AND PROCEDURES.

### A. Payment

The COUNTY agrees to compensate the GRANTEE for those services taken and completed as described in Exhibit A, where costs have been expended as detailed and approved by the DEPARTMENT and COUNTY.

1. It is the policy of the COUNTY that the GRANTEE shall be compensated on a reimbursement basis; no advance of funds will be authorized. Project funds will be disbursed on a Quarterly basis over the term of this Agreement in a manner that reflects expenditures on a cash or accrual basis for the Quarter. To obtain payment the GRANTEE must adhere to the following procedures:
  - a) A project draw request submitted by GRANTEE shall consist of a budget report submitted on Exhibit D "Pay Request Template," and such documents and financial reports considered necessary by the COUNTY and the DEPARTMENT and to support said requisition for reimbursement as to expenditure incurred by GRANTEE in performance of this agreement and claimed to constitute allowable costs.
  - b) In compliance with procedures promulgated by the DEPARTMENT and the COUNTY, the COUNTY shall make payment under this Agreement upon presentation of an appropriate requisition for reimbursement by the GRANTEE.
2. Periodically, the DEPARTMENT and the COUNTY, may request the GRANTEE to submit to the DEPARTMENT, in such form and detail as required by the DEPARTMENT and the COUNTY, additional documents and financial reports considered necessary by the DEPARTMENT and the COUNTY to monitor expenditures incurred by the GRANTEE in the performance of this Agreement and claimed to constitute allowable costs.

### B. Method of Payment

The COUNTY agrees that after the full and complete performance of this Agreement and satisfactory performance of the services in accordance with Exhibit A set forth herein and approval thereof by the DEPARTMENT, to pay the amount or amounts as hereinafter set forth. In the event of a dispute as to the

services performed or the compensation to be paid, the decision of the COUNTY shall prevail. The conditions of payment are as follows: compensation for services required under this Agreement shall be contingent upon each activity being reviewed for approval by Director of COUNTY or designee thereof of the COUNTY and subsequently approved for payment.

## VII. ENFORCEMENT

### A. Remedies for Noncompliance

If the GRANTEE materially fails to comply with any term of this Agreement, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, the COUNTY shall thereupon have the right to terminate or suspend this Agreement. The COUNTY may take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the GRANTEE or more severe enforcement action by the COUNTY.
2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate this Agreement.
4. Withhold further awards for the program described in this Agreement.
5. Take other remedies that may be legally available.

If the Agreement is suspended, the COUNTY will provide a course of action in writing that the GRANTEE must complete prior to having the Agreement re-activated (and allowing GRANTEE to continue with the remainder of the Agreement). GRANTEE must clear all deficiencies noted within 30 days of the date of the notice letter. Should the Agreement be re-activated, pursuant to COUNTY satisfaction of deficiencies, it shall not alter the requirements set forth within said Agreement and all other terms and conditions herein shall remain the same.

### B. Hearings, Appeals

In taking an enforcement action, the COUNTY will provide the GRANTEE with notice of violation by serving written notice of such action pursuant to Section VII of this Agreement to the GRANTEE and specify the effective date of such termination or suspension. COUNTY will provide an opportunity for a hearing before the Community Development Committee with an opportunity for an appeal to the Common Council of the COUNTY of Racine.

### C. Effects of Suspension and Termination

Costs of GRANTEE resulting from obligations incurred by the GRANTEE during a suspension or after termination of an award are not allowable unless the COUNTY expressly authorizes them in the notice of suspension or termination or subsequently. Other GRANTEE costs during suspension or after termination that are necessary and not reasonably avoidable are allowable if:

1. The costs result from obligations which were properly incurred by the GRANTEE before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are non-cancellable, and,
2. The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

D. Relationship to Debarment and Suspension

The enforcement remedies identified in this section, including suspension and termination, do not preclude GRANTEE from being subject to "Debarment and Suspension" under E.O. 12549 (see SS. 85.35).

VIII. CONDUCT

A. Regulations

GRANTEE agrees to comply with all of the requirements of all federal, state and local laws related thereto.

B. Discrimination Prohibited

The GRANTEE (and/or GRANTEE's SUB GRANTEES pursuant to Section IX D of this Agreement) agrees to comply with COUNTY of Racine Code of Ordinances Chapter 62 and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104 (b) and Section 109 of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, 24 CFR Part 8, 24 CFR 570.601-602, 24 CFR 570.607, 41 CFR 60, 12 U.S.C. 1701u, Executive Order 11063, and Executive Orders 11246 as amended by Executive Orders 11375, 11478, 12107, and 12086.

- a) In all hiring or employment made possible by or resulting from this Agreement, there (1) will not be any discrimination against any employee or applicant for employment because of age, sex, race, color, veteran's status, disabled veteran's status, religion, disability or disabilities, national origin, marital status, sexual orientation, familial status, lawful source of income, or economic status, and (2) affirmative action will be taken to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, color, veteran's status, disabled veteran's status, religion, disability or disabilities, national origin, marital status, sexual orientation, familial status, lawful source of income, or economic status. This requirement shall apply to, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. There shall be posted in conspicuous places available to employees and applicants for employment, notices required or to be provided by federal or state agencies involved, setting forth the provisions of the clause. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to age, sex, race, color, veteran's status, disabled veteran's status, religion, disability or disabilities, national origin, marital status, sexual orientation, familial status, lawful source of income, or economic status.
- b) No person in the United States shall, on the grounds of age, sex, race, color, veteran's status, disabled veteran's status, religion, disability or disabilities, national origin, marital status, sexual orientation, familial status, lawful source of income, or economic status, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement. The COUNTY and each employer will comply with all requirements imposed by or pursuant to the regulations of the appropriate federal agency effectuating Title VI of the Civil Rights Act of 1964.24.
- c) No person in the United States on the grounds of age, sex, race, color, veteran's status, disabled veteran's status, religion, disability or disabilities, national origin, marital status, sexual orientation, familial status, lawful source of income, or economic status be denied fair housing opportunity. It shall be a prohibited practice to discriminate against any individual to: refuse to rent or sell housing, refuse to negotiate for

housing; make housing unavailable; deny dwelling; set different terms, conditions or privileges for sale or rental of a dwelling; provide different housing services or facilities; falsely deny that housing is available for rental.

- d) The GRANTEE will cause the foregoing provisions to be inserted in all subcontracts, if any, for any work covered by this Agreement, so that such provisions will be binding upon each sub GRANTEE, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials

B. Conflict of Interest

The GRANTEE shall comply with the terms and conditions of the "Conflict of Interest Requirements" as delineated in Exhibit E attached and incorporated herein.

C. Subcontracting

Through the DEPARTMENT, the GRANTEE shall provide to the COUNTY copies of all subcontracts executed under this Agreement as they become available.

1. The GRANTEE shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the COUNTY.
2. The GRANTEE shall follow "Procurement Standards" of 2 CFR 200 when subcontracting.
3. Any contract funded under this Agreement shall be submitted to the DEPARTMENT for review and approval prior to its execution.
4. In the event GRANTEE is a private non-profit or neighborhood-based non-profit organization, or a local development or small business investment corporation, GRANTEE is required to comply with the procurement procedures of Office of Management & Budget (OMB) rules contained within 2CFR§200 and available upon request for the procurement of supplies and services in connection with activities funded under this Agreement.
5. Where an agreement is approved by the COUNTY, the GRANTEE shall use its best efforts to afford small business, minority business enterprises, and women's business enterprises to the maximum practicable opportunity to participate in the performance of this Agreement.

IX. OTHER PROVISIONS.

- A. Any and all information, plans, reports and conclusions derived or developed as a consequence or result of this Agreement may be utilized by the COUNTY in such manner and purpose as the COUNTY desires or determines without permission or approval of the GRANTEE or compensation to the GRANTEE therefore, other than herein provided.
- B. All reports, studies, analysis, memoranda and related data and materials as may developed during the performance of this Agreement shall be submitted to and be the exclusive property of the COUNTY, which shall have the right to use same for any purpose without any compensation to the GRANTEE other than

hereinafter provided. All of the aforesaid documents and materials prepared or assembled by the GRANTEE under this Agreement are confidential and the GRANTEE agrees that he will not, without prior written approval by the COUNTY, submit or make same available to any individual, agency, public body or organization other than the COUNTY, except as may be otherwise herein provided.

- C. The word "GRANTEE" means a person or an entity, whether public or private, that enters into contract with the COUNTY, and whenever the word "GRANTEE" appears in Part II attached hereto, it means the same and is synonymous with "GRANTEE" as it appears in Part I of this Agreement.
  - D. The GRANTEE shall comply, as appropriate, with the requirements of 2CFR§200 that incorporates "Cost Principles for Non-Profit Organizations", "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations.", and "Audits of Institutions of Higher Education and Other Non-Profit Organizations."
  - E. The GRANTEE shall carry out each activity in compliance with all State Single Audit Guidelines located at [www.ssag.state.wi.us](http://www.ssag.state.wi.us).
  - F. Any publicity generated by GRANTEE for the project funded pursuant to this Agreement or for one year thereafter, will refer to the contribution of the COUNTY of Racine and DWD in making the project possible. The words "COUNTY of Racine" will be explicitly stated in all pieces of publicity, including but not limited to flyers, press releases, posters, brochures, public service announcements, interviews, and newspaper articles.
- XI. CONTINUATION OF AGREEMENT. This Agreement is binding on the successor and assigns of the parties hereto.
- XII. SEVERABILITY. The provisions of this Agreement are severable and if, for any reason, a clause, sentence, paragraph, or other part of this Agreement shall be determined invalid by a court, or Federal or State agency, board, or commission having jurisdiction over the subject matter thereof, such validity shall not affect other provisions that can be given effect without the invalid provision.
- XIII. ASSIGNABILITY. The GRANTEE shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment, novation or any other manner), without the prior written consent of the COUNTY. Provided, however, that claims for money due or to become due the GRANTEE from the COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval. Notices of any such assignment or transfer shall be furnished promptly to the COUNTY.
- XIV. VACATION AND REPLACEMENT OF AGREEMENT. This Agreement may not be vacated unless for purposed of clarity or expansion of GRANTEE'S scope of work, a superseding agreement is deemed necessary by agreement by and between the COUNTY and the GRANTEE pursuant to Section XV.
- XV. TERMINATION FOR CONVENIENCE. Except as provided in Section X, awards may be terminated in whole or in part only as follows:
- A. By the COUNTY with the consent of the GRANTEE in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated, or
  - B. By the GRANTEE upon written notification to the COUNTY setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case

of a partial termination, the COUNTY determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the COUNTY may terminate the award in its entirety under either Section X or paragraph (1) of this section.

- X. **CHANGES AND AMENDMENTS.** No changes and/or amendments to this agreement with respect to its form, content, intent, scope of work, or funding, which substantially alter this Agreement, may be implemented without agreement by and between the COUNTY and the GRANTEE. Changes and/or amendments shall be incorporated in a written amendment to the Agreement and approved by the COUNTY.
- XI. **DEFENSE OF SUITS.** In case any action in court is brought against the COUNTY or any of its officers, agents or employees for the failure, omission or neglect of the GRANTEE to perform any of the covenants, acts, matters or things by this contract undertaken, or for injury or damage caused by the alleged negligence of the GRANTEE, its officers, agents or employees, the GRANTEE shall indemnify and save harmless the COUNTY and its officers, agents and employees from all losses, damages, costs, expenses, judgments, decrees, claims or attorney fees arising out of such action. The COUNTY shall tender the defense of any claim or action at law or in equity to the GRANTEE or GRANTEE'S insurer, and upon such tender it shall be the duty of the GRANTEE or GRANTEE'S insurer to defend such claim or action without cost or expense to the COUNTY or its officers, agents or employees. The GRANTEE shall be solely responsible for the conduct and performance of the services required under the terms and conditions of this Agreement and for the results therefrom.
- XXIII. **PART II INCLUSION.** This contract consists of this Part I; however, whenever federal assistance, aids or grants are used in whole or in part for the procurement of the services hereinbefore described or used for the purposes set forth in this Agreement; this Part I is subject to the provisions of Part II hereof applicable and in such event, Part II is specifically made a part of this Agreement as though set forth herein in full.

IN WITNESS WHEREOF, the GRANTEE and the COUNTY have caused this Agreement to be executed for and on their respective behalf as of the dates hereinafter set forth.

GRANTEE

By: *Bryan Albrecht*

Print Name: Bryan Albrecht, Ed.D.

Title: President and Chief Executive Officer

Witnessed by: *Mary W. Harpe*

RACINE COUNTY

(signed) *Jonathan Delagrave*  
COUNTY EXECUTIVE

JONATHAN DELAGRAVE  
RACINE COUNTY EXECUTIVE

6-17-19

DATE

(signed) *Nancy M. Christensen*  
COUNTY CLERK

6/17/19

DATE

(signed) \_\_\_\_\_  
COUNTY BOARD CHAIRPERSON

\_\_\_\_\_

DATE

(Two COUNTY signatures required for fully executed agreement.)

CERTIFIED TO BE CORRECT AS TO FORM

REVIEWED BY HSD FISCAL MANAGER

By *[Signature]*  
Racine County Corporation Counsel

\_\_\_\_\_  
Signature

6/13/19  
Date

\_\_\_\_\_  
Date

REVIEWED BY FINANCE DIRECTOR

*[Signature]* 6/3/19  
Sign Date



## EXHIBIT A

### SCOPE OF WORK

Gateway Technical College will provide training in Manufacturing Operator, CNC Operator, Industrial Maintenance Certificate, Certified Customer Service Specialist, and Hospitality Essentials for the Wisconsin Fast Forward Grant Program Grant awarded to the COUNTY of Racine. Training includes, but is not limited to:

1. Recruit and successfully train no fewer than 80 trainees; 80 must be unemployed and/or incumbent workers of existing Fast Forward Grant employer partners.
  - a) Manufacturing Operator training will include OSHA 10 Industrial Safety; Blueprint Reading and Interpretation; Measurement and Quality Control Techniques; Teamwork; Communication and Problem Solving. Manufacturing Operator training will successfully train no fewer than 20 participants.
  - b) CNC Operator training will include fundamentals of Blueprint Safety; CNC Machine Technology; Gauging and Quality Control; and Fundamentals of Machine Applications. CNC Operator training will successfully train no fewer than 20 participants.
  - c) Industrial Maintenance Certificate training will include Power Electronics 1: Devices; Fluids 1: Basic Pneumatics; Fluids 2: Basic Hydraulics; Intro to Robotics; Mechanics 1: Basic; Mechanics 2: Intermediate; Machine Wiring and Safety; Power Electricity 1: Motors DC; Automation 1: Control Logic; Automation 2: Motor Control; Automation 3-6: PLC. Industrial Maintenance training will successfully train no fewer than 20 participants.
  - d) Certified Customer Service Specialist training will include an introduction to electronic publishing systems; business applications; form creation; production from initial concept to prepress production; output devices and result in a Customer Service Specialist Certification by ETA International. Certified Customer Service Specialist training will successfully train no fewer than 10 participants.
  - e) Hospitality Essentials Training will include Principles of Hospitality; Intro to Service; Intro to Management; Sanitation and Hygiene. Hospitality Essentials training will successfully train no fewer than 10 participants.
  - f) Participants may NOT be counted as a completion unless successful in all required certifications that lead to employment
2. Assist with employment search and securing employment for all participants
3. Provide all data required quarterly, annual, and final reports in the DWD system and assure the accuracy and completeness of data.
4. Use the agreed upon documents for submitting reimbursement requests and participant enrollment data
5. Collect training data and prepare and submit all individual trainee pre- and post-training reports for all enrolled trainees.

Gateway Technical College will ensure that data systems, resources, facilities or equipment necessary to provide information required for program monitoring and for the evaluation are available in a timely manner. Data will be provided timely and in the format and schedule agreed upon by the DWD, other evaluation partners, and the COUNTY to meet the time schedules in the grant.

In cooperation with the DWD and the COUNTY and other Federal, Gateway Technical College will establish procedures to ensure the integrity of the training and training data.

Gateway Technical College will cooperate with the DWD, the COUNTY and other partners, as necessary to specify certain aspects of the project in more detail than is found in the grant recipient's proposal.