

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

Supervisor Robert N. Miller, Chairman
Supervisor Brett Nielsen, Vice Chairman
Supervisor Q.A. Shakoor, II, Secretary
Supervisor Janet Bernberg
Supervisor Mike Dawson

Supervisor Thomas H. Pringle
Supervisor John A. Wisch
Zachary Eifert, Youth in Governance Representative
Keilani Trujillo, 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 SEPTEMBER 4, 2019**

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 August 21, 2019 committee meeting.
5. Closed Session – 5:05 P.M. (Approximately 15 Minutes) - IT IS ANTICIPATED THAT THE FINANCE AND HUMAN RESOURCES COMMITTEE WILL MEET IN A CLOSED SESSION PURSUANT TO SECTION 19.85(1)(g) OF THE WISCONSIN STATE STATUTES TO DISCUSS LEGAL COUNSEL THE FOLLOWING CLAIMS AGAINST RACINE COUNTY: 1) ANDRE MCWHORTER.

THE COMMITTEE RESERVES THE RIGHT TO RECONVENE IN REGULAR SESSION TO TAKE POSSIBLE ACTION ON ITEMS DISCUSSED IN CLOSED SESSION

6. Regular Session – 5:20 p.m. (Approximate)
7. Finance Department – Brian Nelson – Results of the 2019 Bond Sale for General Obligation (GO) Bonds – Informational only.
8. Finance Department – Brian Nelson - Authorize the issuance and establishing parameters for the refinancing of the 2017 & 2018 FOXCONN Bond Anticipation Notes (BAN) – 2019 – Resolution – Action Requested: 1st Reading at the September 10, 2019 County Board Meeting.

9. Human Resources Department – Karen Galbraith – Authorize a tentative agreement between Racine County and Racine County Command Staff for the years 2019 and 2020 – 2019 – Resolution – Action Requested: 1st Reading at the September 10, 2019 County Board Meeting.
10. County Treasurers Office – Marilou Hipper – Authorize donation of In-Rem Property at 7209 Douglas Avenue, parcel Number 104-04-22-12-123-000 to the Village of Caledonia – 2019 – Resolution – Action Requested: 1st Reading at the September 10, 2019 County Board Meeting.
11. Emergency Management – David Maack - Authorize the acceptance the FFY 2020 Emergency Planning and Community Right to Know Act (EPCRA) – Approximately \$36,232 and the Emergency Management Performance Grant (EMPG) – Approximately \$90,790 – 2019 – Resolution – Action Requested: 1st Reading at the September 10, 2019 County Board Meeting.
12. Transfers
 - a) Sheriff’s Office – Sheriff Christopher Schmaling – Acceptance of a State of Wisconsin Bureau of Transportation Safety Seat Belt Enforcement Grant in the Amount of \$42,000 and the transfer of funds within the Sheriff’s Office Grant 2019 budget and the Transfer of \$5,000 from the Sheriff’s Office 2019 Budget to the Sheriff’s Grants 2019 Budget – 2019 – Resolution – Action Requested: 1st Reading at the September 10, 2019 County Board Meeting.
 - b) Sheriff’s Office – Sheriff Christopher Schmaling – Acceptance of a State of Wisconsin Bureau of Transportation Safety Impaired Driving Enforcement Grant in the Amount of \$60,000 and the transfer of funds within the Sheriff’s Office Grant 2019 budget and the Transfer of \$10,000 from the Sheriff’s Office 2019 Budget to the Sheriff’s Grants 2019 Budget – 2019 – Resolution – Action Requested: 1st Reading at the September 10, 2019 County Board Meeting.
13. Communication & Report Referrals from County Board Meeting:

a. Zac Swanson on behalf of himself has filed a claim against Racine County for property damage due in the amount of \$2,980.00

b. Foreclosure items:

Attorney	Lender	Person/Persons	Amt owed Racine
William N. Foshag	Wells Fargo Bank	David D. Soto Jr	\$778.70
Jennifer J. Collins	Nationstar Mortgage LLC	Jose A. Garcia	\$2,020.81

c. Bankruptcy items :

Type of Action:	Person/Persons
Order of Discharge	Gerald N. & Charlotte A. Gruettner; Douglas Henry & Cindy Marie Terrell; Larry & Dorothy Mae Stafford; Juliana May Gwin; Tenisha Tena Tyce;
Notice of Cancellation of auction for certain the debtors' assets and rescheduled auction for other assets	Insys therapeutics, Inc
No Proof of Claim Deadline	Catherine Rudolf; Dennis Kent Glover; Briana Rose Schusier; Joaquin Alonzo & Jillian Kay Lopez;
Order Continuing Automatic Stay	Chantel Micole Gandy; Laura Wyse;
Notice and motion to dismiss - confirmed Plan	Rey L. Cartagena Sr;
Chapter 13 Case	Annette Mary Nunez; Jeremy Randy & Maria Dolores Passehl Sr; Rena Berrum Aguirre, Jr; Jeffrey Scott & Christin Dawn West;
Notice and Motion to Dismiss Unconfirmed Plan	Anastasia A Majors

14. Staff Report – Informational only.

- a) Finance & Human Resources Committee – Next Meeting will be September 18, 2019
- b) Clerk of Court Sam Christensen will be present to talk about the tickets on I-94 and where the funds go at the September 18, 2019.
- c) Baker Tilley Virchow Krause LLP – Auditors for Racine County will be at the September 18, 2019 meeting to go over the 2018 Comprehensive Annual Financial Report (CAFR) for the year ending 12/31/19 – The materials are being handed out at the September 4, 2019 meeting – please remember to bring them to the September 18, 2019 meeting.

15. Adjournment

FINANCE & HUMAN RESOURCES COMMITTEE ACTION ONLY

Requestor/Originator Finance & Human Resources Committee

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date of Committee Meeting: 9/4/2019

Signature of Committee Chairperson
/Designee: _____

Description: Approval of the minutes from the August 21, 2019 Meeting

County Board Supervisors
Action: Approve
 Deny

Youth In Governance
 Approve
 Deny

FINANCE AND HUMAN RESOURCES COMMITTEE MEETING
August 21, 2019

IVES GROVE OFFICE COMPLEX
PUBLIC WORKS CONFERENCE ROOM
14200 WASHINGTON AVENUE
STURTEVANT, WISCONSIN 53177

Meeting attended by: Chairman Miller, Supervisors Dawson, Nielsen, Pringle, Shakoor II and Wisch, Youth Representative Trujillo, County Executive Jonathan Delagrave, Finance Director Brian Nelson, Human Resources Director Karen Galbraith, Public Works Development Service Director Julie Anderson, Asst. Corporation Counsel John Serketich, Asst. Corporation Counsel Erika Frank Motsch, Information Technology Director Suchi Wadhwa, IT- Deputy Director David Huber and Captain Daniel Adams.

Excused: Supervisor Bernberg and Youth Representative Eifert.

Agenda Item #1 – Convene Meeting.

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

Agenda Item #2 – Youth in Governance/Comments.

Youth in Governance statement was read by Youth Representative Trujillo.

Agenda Item #3 – Public Comments.

None.

Agenda Item #4 – Approval of Minutes from the August 7, 2019 committee meeting.

Action: Approve the minutes from the August 7, 2019 meeting. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Nielsen. Vote: All Ayes No Nays. Advisory Vote: All Ayes No Nays.

Agenda Item #5 – Transfers:

a) Human Services Department/ Public Works – Hope Otto/Julie Anderson – Transfer of Non Rep – Exempt E020 Placement Coordinator/Transition Specialist from Human Services to Public Works, rename position to Administrative Assistant, elimination of 1 FTE C/S position in Public Works and transfer of \$34,821 within the various departments 2019 Budget – 2019 – Resolution – Action Requested: 1st Reading at the August 27, 2019 County Board Meeting.

Action: Accept the Transfer of Non Rep – Exempt E020 Placement Coordinator/Transition Specialist from Human Services to Public Works, rename position to Administrative Assistant, elimination of 1 FTE C/S position in Public Works and transfer of \$34,821 within the various departments 2019 Budget – 2019 – Resolution – 1st Reading at the August 27, 2019 County Board Meeting. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Nielsen. Vote: All Ayes No Nays. Advisory Vote: All Ayes No Nays.

b) Finance Department – Brian Nelson – Transfer of \$30,000 from the County Executive – Non-Lapsing to the County Executive – Econ Dev 2019 Budget – 2019 – Resolution – Action Requested: 1st & 2nd Reading at the August 27, 2019 County Board Meeting.

Action: Accept the Transfer of \$30,000 from the County Executive – Non- Lapsing to the County Executive – Econ Dev 2019 Budget – 2019 – Resolution – 1st & 2nd Reading at the August 27, 2019 County Board Meeting. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Nielsen. Vote: All Ayes No Nays. Advisory Vote: All Ayes No Nays.

The Committee asked that a memo be prepared and forwarded to the County Board and ask RCEDC to be present at the August 27, 2019 County Board Meeting.

c) Information Technology – Shuchi Wadhwa – Authorize The transfer of \$150,000 from Reserve – Communications and from \$223,057 from Public Liability to the IT 2019 Budget and the use of \$373,057 from the IT 2019 Budget for updates to Technical Infrastructure, Security Appliances and software – 2019 – Resolution – Action Requested: 1st Reading at the August 27, 2019 County Board Meeting.

Action: Accept the Transfer of \$150,000 from Reserve – Communications and from \$223,057 from Public Liability to the IT 2019 Budget and the use of \$373,057 from the IT 2019 Budget for updates to Technical Infrastructure, Security Appliances and software – 2019 – Resolution – 1st Reading at the August 27, 2019 County Board Meeting. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Nielsen. Vote: All Ayes No Nays. Advisory Vote: All Ayes No Nays.

The Committee asked that the presentation handout be updated with the correct costs and be forwarded to the County Board.

Agenda Item #8 – Communication & Report Referrals from County Board Meeting:

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

Agenda Item #6 – Closed Session – 5:30 PM (Approximately 5 Minutes) – IT IS ANTICIPATED THAT THE FINANCE AND HUMAN RESOURCES COMMITTEE WILL MEET IN A CLOSED SESSION PURSUANT TO SECTION 19.85(1)(c) OF THE WISCONSIN STATE STATUTES TO DISCUSS LEGAL COUNSEL THE FOLLOWING CLAIM AGAINST RACINE COUNTY: 1) TERRI DELCORE.

Action: Motion to go into closed session pursuant to s. 19.85(1)(c), WI Stats, to discuss with legal counsel the following claims against Racine County: 1)Terri Delcore at 5:28pm. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Nielsen. Vote: Roll Call Vote was taken of the members present: All Ayes No Nays.

Agenda Item #7 – Regular Session.

Action: To reconvene into regular session at 5:38pm. **Motion passed.** Moved: Supervisor Pringle. Seconded: Supervisor Nielsen. Vote: All Ayes No Nays.

Action: Approval to resolve the claim(s) as recommended by Racine County Corp. Counsel. **Motion passed.** Moved: Supervisor Pringle. Seconded: Supervisor Nielsen. Vote: All Ayes No Nays.

Supervisor Wisch updated the Committee on the number of traffic citation that have been issued along I94 between Kenosha and Racine. The saturation patrol for the month of July 2019 resulted in 816 speeding tickets (miles over the speed limit resulted in an average of 21 miles), 8 OWI, and 31 crashes.

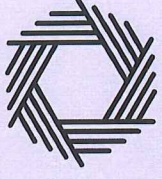
The Committee asked that the Finance Director invite the COC to attend the next meeting to discuss the process for receipt of funds for speeding citations.

Agenda Item #9 – Staff Report – No Action Items.

Next Finance & Human Resources Committee meeting will be on September 4, 2019. If canceled, next meeting will be on September 19, 2019 at 5:00pm.

Agenda Item #10 – Adjournment.

Action: Adjourn meeting at 5:39pm. **Motion Passed.** Moved: Supervisor Pringle. Seconded: Supervisor Dawson.
Youth Representative Vote: All Aye No Nays. Advisory Vote: All Ayes No Nays.



pfm

Racine County

Sale Results

General Obligation Corporate Purpose Bonds, Series 2019A

Presented: September 4, 2019

PFM Financial
Advisors LLC

115 South 84th Street
Suite 315
Milwaukee, WI 53214

414-771-2700
www.pfm.com



Capital Improvement Borrowings for 2019

On July 9th, the County Board authorized financing for highway and general capital projects authorized in the County's 2019 budget except:

- Does not include \$250,000 budgeted for Pritchard Park
- Includes \$150,000 for Sanders Park Building and Facilities Repairs

General Obligation Corporate Purpose Bonds, Series 2019A

Purpose	Project Amount	Borrowing Amount
Highways & Bridges	\$ 2,335,000	\$ 2,385,000
Building & Facilities	2,565,000	<u>2,615,000</u>
		\$ 5,000,000



Results of Sale – Series 2019A Bonds

At 10:00 AM on August 22, PFM collected bids for the County's General Obligation Corporate Purpose Bonds, Series 2019A. A total of four (4) bids were received. A summary is as follows:

Bidder	Bidder Location	True Interest Cost (TIC)
1 Robert W. Baird & Co.	Milwaukee, WI	1.970119%
2 Hutchinson, Shockey, Erley & Co.	Chicago, IL	2.017386%
3 BOK Financial Securities, Inc.	Dallas, TX	2.097080%
4 Northland Securities, Inc.	Minneapolis, MN	2.130513%

Subsequent to the bid opening, the size of the issue was reduced by \$50,000 to \$4,950,000 with a TIC of 1.956336%.

In addition, \$87,046 was deposited in the debt service fund, which can be used to offset next year's debt levy. Both the reduction in the size of the debt issue and the deposit to the debt service fund are a result of a premium bid by the winning bidder.

The 2019A Bonds were awarded to Robert W. Baird & Co.



Parameters Resolution

The Resolution authorized the County Executive, Corporation Counsel or Finance Director to accept bids for the financing provided that:

- ✓ The Principal Amounts are substantially the same as shown on page five of this presentation.
- ✓ The interest rate does not exceed 5%.
- ✓ Interest Payments are due on March 1 and September 1 of each year beginning on March 1, 2020.
- ✓ The bonds will be callable on March 1, 2030.

The Finance Director must report the sale results to the Finance Committee and County Board.



Estimated Debt Service

Below is the estimated debt service for the Series 2019 Bonds.

Year	Principal	Interest	Debt Service
2020	\$ -	\$ 198,889	\$ 198,889
2021	270,000	194,600	464,600
2022	285,000	183,500	468,500
2023	295,000	171,900	466,900
2024	305,000	159,900	464,900
2025	320,000	147,400	467,400
2026	330,000	134,400	464,400
2027	345,000	120,900	465,900
2028	360,000	106,800	466,800
2029	375,000	92,100	467,100
2030	390,000	76,800	466,800
2031	405,000	60,900	465,900
2032	420,000	44,400	464,400
2033	440,000	27,200	467,200
2034	<u>460,000</u>	<u>9,200</u>	<u>469,200</u>
	\$ 5,000,000	\$ 1,728,889	\$ 6,728,888



Actual Debt Service

Below is the actual debt service for the Series 2019.

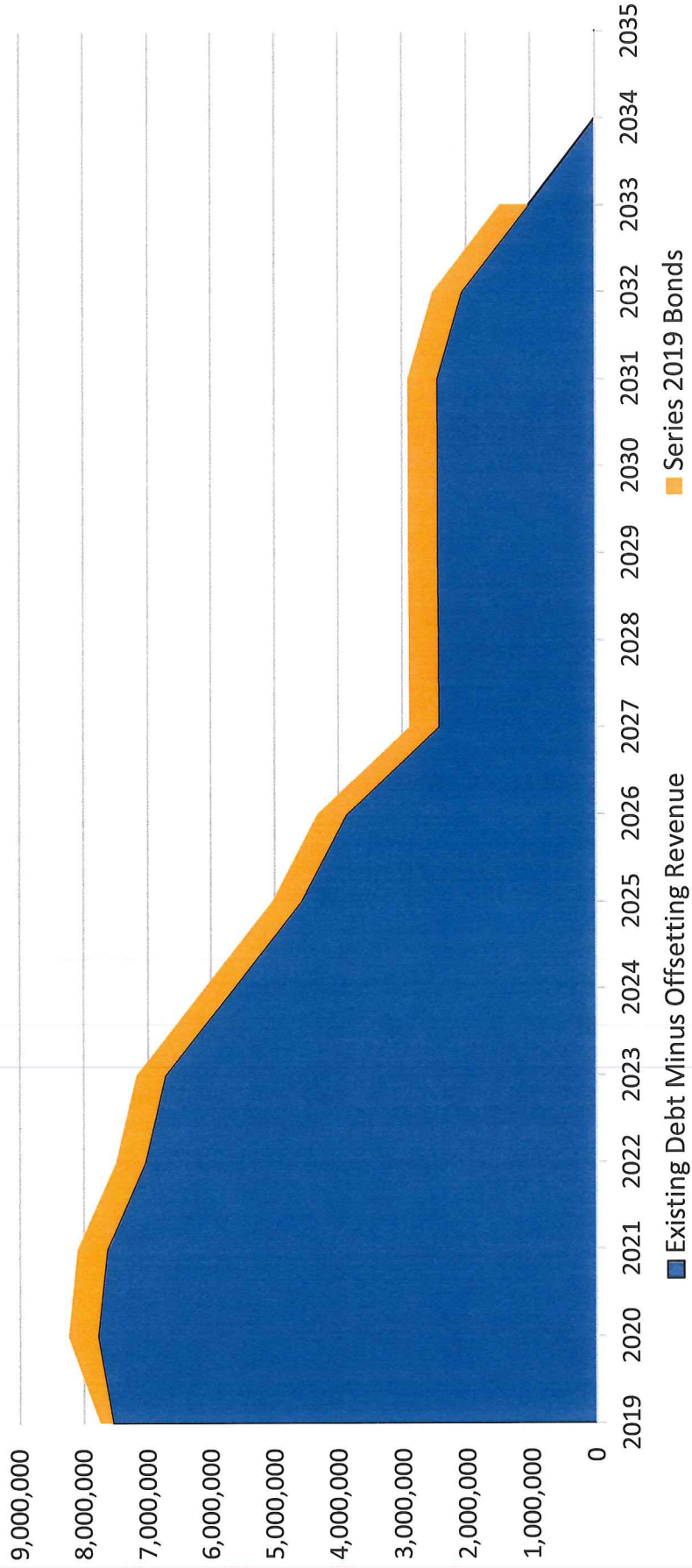
Year	Principal	Interest	Debt Service
2020	\$ -	\$ 108,869	108,869
2021	300,000	107,800	407,800
2022	310,000	98,650	408,650
2023	320,000	90,800	410,800
2024	325,000	84,350	409,350
2025	335,000	77,750	412,750
2026	340,000	71,000	411,000
2027	345,000	64,150	409,150
2028	355,000	55,375	410,375
2029	365,000	44,575	409,575
2030	375,000	35,350	410,350
2031	385,000	27,750	412,750
2032	390,000	20,000	410,000
2033	400,000	12,100	412,100
2034	<u>405,000</u>	<u>4,050</u>	<u>409,050</u>
	\$ 4,950,000	\$ 902,569	\$ 5,852,569



Debt Service

The below graph shows existing annual net debt service requirements, plus the Series 2019 Bonds.

Existing Levy Supported Debt





Timeline

Date	Action
✓ June 20	Resolution presented to the Finance and Human Resources Committee
✓ June 25	Resolution presented for a first reading by the County Board
✓ July 9	Resolution presented for a second reading by the County Board and voted on
✓ August 7	Rating Presentation
✓ August 22	Bids Taken / Bonds Awarded Not less than 30 days after County Board approval
September 4	Finance Director presents Sale Results to the Finance Committee and County Board

REQUEST FOR COUNTY BOARD ACTION

YEAR	<u>2019</u>	X	Resolution Request
			Ordinance Request
			Report Request

Requestor/Originator: Finance Department - Brian Nelson

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) Brian Nelson
If a person is not in attendance the item may be held over.

Does the County Executive know of this request: yes

If related to a position or position change, Does the Human Resources Director know of this request: _____

Does this request propose the expenditure, receipt or transfer of any funds? _____

If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 9/4/2019 Date of County Board Meeting to be Introduced: 9/10/2019

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

* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Authorizing the issuance and establishing parameters for the refinancing the 2017 and 2018 FOXCONN BANS

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

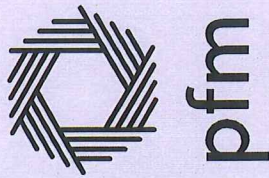
SUBJECT MATTER:

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.

If requesting a multi year contract a copy of the contract or draft contract must be attached

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows 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.



Racine County

Pre-Sale Presentation

Taxable General Obligation Refunding Bonds, Series 2019B

Presented: September 4, 2019

PFM Financial
Advisors LLC

115 South 84th Street
Suite 315
Milwaukee, WI 53214

414-771-2700
www.pfm.com



Refunding the Debt Related to Foxconn

The resolution authorizes the refunding of two short term debt issues related to the Foxconn project. The two issues are as follows:

- \$79,205,000 Taxable Bond Anticipation Notes, Series 2017
- \$68,000,000 Taxable Bond Anticipation Notes, Series 2018

The Notes were used to fund acquisition of land related to the Foxconn project, all interest on the Notes through December, 2019 and all cost for issuing the Notes.

The amount needed to refund the Notes is less than the total \$147,205,000 debt issued primarily because not all of the land was purchased.



Parameters Resolution

The Resolution authorizes the County Executive, Corporation Counsel or Finance Director to award the bonds for the refunding provided that:

- The principal amount does not exceed \$110,000,000
- The interest rate does not exceed 5%
- The financial maturity does not exceed 20 years
- The final payment schedule is determined when the bonds are sold
- The Finance Director must report the sale results to the Finance Committee and County Board



Bond Syndicate

The bonds will be sold via negotiation to a syndicate led by Morgan Stanley. The syndicate will then reoffer the bonds to investors. This is the same syndicate used by Mount Pleasant for their Foxconn related debt issues.

The members of the syndicate are:

- ◆ Morgan Stanley
- ◆ Baird
- ◆ BofA Merrill Lynch
- ◆ J.P. Morgan
- ◆ Stifel



Maximum Debt Service

Below is the maximum debt service for the Series 2019 Bonds

Series 2019 Bonds

Period Ending	Principal	Interest	Debt Service
12/31/2020	\$ 3,325,000	\$ 5,500,000	\$ 8,825,000
12/31/2021	3,495,000	5,333,750	8,828,750
12/31/2022	3,670,000	5,159,000	8,829,000
12/31/2023	3,850,000	4,975,500	8,825,500
12/31/2024	4,045,000	4,783,000	8,828,000
12/31/2025	4,245,000	4,580,750	8,825,750
12/31/2026	4,460,000	4,368,500	8,828,500
12/31/2027	4,680,000	4,145,500	8,825,500
12/31/2028	4,915,000	3,911,500	8,826,500
12/31/2029	5,160,000	3,665,750	8,825,750
12/31/2030	5,420,000	3,407,750	8,827,750
12/31/2031	5,690,000	3,136,750	8,826,750
12/31/2032	5,975,000	2,852,250	8,827,250
12/31/2033	6,275,000	2,553,500	8,828,500
12/31/2034	6,585,000	2,239,750	8,824,750
12/31/2035	6,915,000	1,910,500	8,825,500
12/31/2036	7,260,000	1,564,750	8,824,750
12/31/2037	7,625,000	1,201,750	8,826,750
12/31/2038	8,005,000	820,500	8,825,500
12/31/2039	<u>8,405,000</u>	<u>420,250</u>	<u>8,825,250</u>
	\$ 110,000,000	\$ 66,531,000	\$ 176,531,000



Repayment Source

- The Bonds are a General Obligation of the County
- The Bonds will be repaid from a Special Assessment levied on properties owned by Foxconn
- The Special Assessment will be on Foxconn's Property Tax Bill
- The entire amount of each year's Special Assessment Payment is due with the first tax payment (January 31)
- The first Special Assessment Payment is due on January 31, 2020



Timeline

Date	Action
September 4	Resolution presented to the Finance and Human Resources Committee
September 10	Resolution presented for a first reading by the County Board
September 24	Resolution presented for a second reading by the County Board and voted on
TBD	Rating Presentation
TBD	Bonds Awarded
TBD	Finance Director presents Sale Results to the Finance Committee and County Board

RESOLUTION NO. _____

RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE
AUTHORIZING THE ISSUANCE AND ESTABLISHING
PARAMETERS FOR THE SALE OF NOT TO EXCEED
\$110,000,000 TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019B

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

WHEREAS, the County Board of Supervisors hereby finds and determines that it is necessary, desirable and in the best interest of Racine County, Wisconsin (the "County") to raise funds for the public purpose of refunding obligations of the County, including interest on them, specifically, the Taxable Bond Anticipation Notes, Series 2017, dated December 20, 2017 and the Taxable Bond Anticipation Notes, Series 2018, dated May 31, 2018 (collectively, the "Refunded Obligations") (hereinafter the refinancing of the Refunded Obligations shall be referred to as the "Refunding");

WHEREAS, the County Board of Supervisors deems it to be necessary, desirable and in the best interest of the County to refund the Refunded Obligations for the purpose of providing permanent financing for the projects financed by the Refunded Obligations;

WHEREAS, the County is authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation refunding bonds to refinance its outstanding obligations;

WHEREAS, it is the finding of the County Board of Supervisors that it is in the best interest of the County to direct its financial advisor, PFM Financial Advisors LLC ("PFM"), to take the steps necessary for the County to offer and sell its general obligation refunding bonds (the "Bonds") to Morgan Stanley & Co. LLC (the "Purchaser");

WHEREAS, due to certain provisions contained in the Internal Revenue Code of 1986, as amended, it is necessary to issue the Bonds on a taxable rather than tax-exempt basis; and

WHEREAS, in order to facilitate the sale of the Bonds in a timely manner, the County Board of Supervisors hereby finds and determines that it is necessary, desirable and in the best interest of the County to delegate to any one of the County Executive, Corporation Counsel or Finance Director (each an "Authorized Officer") the authority to accept on behalf of the County the proposal for the Bonds from the Purchaser (the "Proposal") that meets the terms and conditions provided for in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by reference (the "Approving Certificate").

NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors of the County that:

Section 1. Authorization and Sale of the Bonds; Parameters. For the purpose of paying costs of the Refunding, the County is authorized to borrow pursuant to Section 67.04 Wisconsin Statutes, the principal sum of not to exceed ONE HUNDRED TEN MILLION DOLLARS

(\$110,000,000) upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 13 of this Resolution, the Chairperson and County Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the County, Bonds aggregating the principal amount of not to exceed ONE HUNDRED TEN MILLION DOLLARS (\$110,000,000). The Bonds shall be issued in an amount necessary to refund the Refunded Obligations, as determined by the Authorized Officer and set forth in the Approving Certificate. The purchase price to be paid to the County for the Bonds shall not be less than 99% nor more than 102% of the principal amount of the Bonds.

Section 2. Terms of the Bonds. The Bonds shall be designated "Taxable General Obligation Refunding Bonds, Series 2019B"; shall be issued in the aggregate principal amount of up to \$110,000,000; shall be dated their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and mature or be subject to mandatory redemption on such dates in each year as set forth in the Approving Certificate with the final maturity occurring not later than 20 years from the date of issuance of the Bonds. The Authorized Officer shall determine the amount, if any, of principal that shall be due in each year in an effort to make the annual debt service payments on the Bonds as level as possible in each year.

Interest shall be payable on such dates as set forth in the Approving Certificate. The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) will not exceed 5.00%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Bonds shall not be subject to optional redemption or shall be callable as set forth on the Approving Certificate. If the Proposal specifies that certain of the Bonds are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment to the Approving Certificate labeled as Exhibit MRP. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the County shall direct.

Section 4. Form of the Bonds. The Bonds shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit B and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in each year during the term of the Bonds in such amount as is necessary to pay the principal and interest due on the Bonds in the following year.

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the County shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the County and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the County for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Bonds when due, the requisite amounts shall be paid from other funds of the County then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the County, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the County may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Refunding Bonds, Series 2019B" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery of and payment for the Bonds; (ii) any premium not used for the Refunding which may be received by the County above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Bonds until all such principal and interest has been paid in full and the Bonds canceled; provided (i) the funds to provide for each payment of principal of and interest on the Bonds prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Bonds may be used to reduce the next succeeding tax levy, or may, at the option of the County, be invested by purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes

("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account.

(C) Remaining Monies. When all of the Bonds have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the County, unless the County Board of Supervisors directs otherwise.

Section 7. Proceeds of the Bonds; Segregated Borrowed Money Fund. The proceeds of the Bonds (the "Bond Proceeds") (other than any premium not used for the Refunding and accrued interest which must be paid at the time of the delivery of the Bonds into the Debt Service Fund Account created above) shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from all other funds of the County and disbursed solely for the purpose or purposes for which borrowed. In no event shall monies in the Borrowed Money Fund be used to fund operating expenses of the general fund of the County or of any special revenue fund of the County that is supported by property taxes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Bonds have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

Section 8. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the County has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The County hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 9. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the County's Finance Director (the "Fiscal Agent") unless a fiscal agent is specified in the Approving Certificate.

Section 10. Persons Treated as Owners; Transfer of Bonds. The County shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond may be transferred by the registered owner thereof by surrender of the Bond at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Chairperson and County Clerk shall execute and deliver in the name of the transferee or transferees a new Bond or Bonds of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Bond surrendered for transfer.

The County shall cooperate in any such transfer, and the Chairperson and County Clerk are authorized to execute any new Bond or Bonds necessary to effect any such transfer.

Section 11. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the County at the close of business on the Record Date.

Section 12. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the County Clerk or other authorized representative of the County is authorized and directed to execute and deliver to DTC on behalf of the County to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the County Clerk's office.

Section 13. Condition on Issuance and Sale of the Bonds; Report of Results of Sale. The issuance of the Bonds and the sale of the Bonds to the Purchaser are subject to approval by the Authorized Officer of the principal amount, maturities, principal and interest payment dates, redemption provisions, interest rates and purchase price for the Bonds, which approval shall be evidenced by execution by the Authorized Officer of the Approving Certificate.

The Bonds shall not be issued, sold or delivered until this condition is satisfied. Upon satisfaction of this condition, the Authorized Officer is authorized to execute a Proposal with the Purchaser providing for the sale of the Bonds to the Purchaser.

For informational purposes only, the Finance Director shall provide to the Finance Committee and the County Board, at their meetings following the execution of the Proposal, a report regarding the results of the sale of the Bonds.

Section 14. Official Statement. The County Board of Supervisors hereby directs the Authorized Officer to approve the Preliminary Official Statement with respect to the Bonds and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officer or other officers of the County in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate County official shall certify the Preliminary Official Statement and any addenda or final Official Statement. The County Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 15. Undertaking to Provide Continuing Disclosure. The County hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the County to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

To the extent required under the Rule, the Chairperson and County Clerk, or other officer of the County charged with the responsibility for issuing the Bonds, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the County's Undertaking.

Section 16. Redemption of the Refunded Obligations. The Refunded Obligations are hereby called for prior payment and redemption on December 1, 2019 (or on such other date approved by the Authorized Officer in the Approving Certificate) at a price of par plus accrued interest to the date of redemption subject to final approval by the Authorized Officer as evidenced by the execution of the Approving Certificate.

The County hereby directs the County Clerk to work with PFM to cause timely notice of redemption, in substantially the forms attached hereto as Exhibits C-1 and C-2 and incorporated herein by this reference (the "Notices"), to be provided at the times, to the parties and in the manner set forth on the Notices. Any and all actions heretofore taken by the officers and agents of the County to effectuate the redemption of the Refunded Obligations are hereby ratified and approved.

Section 17. Record Book. The County Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 18. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the County are authorized to take all actions necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are

authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson and County Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 19. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

1st Reading _____

Respectfully submitted,

FINANCE AND HUMAN RESOURCES
COMMITTEE

2nd Reading _____

BOARD ACTION

Adopted _____

For _____

Against _____

Absent _____

VOTE REQUIRED: MAJORITY OF A QUORUM _____

EXHIBIT A

Approving Certificate

(See Attached)

CERTIFICATE APPROVING THE PRELIMINARY OFFICIAL STATEMENT
AND DETAILS OF
TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019B

I, [_____], the [_____], of Racine County, Wisconsin (the "County"), hereby certify that:

1. Resolution. On September 24, 2019, the County Board of Supervisors of the County adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$110,000,000 Taxable General Obligation Refunding Bonds, Series 2019B of the County (the "Bonds") and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Bonds, and to determine the details for the Bonds within the parameters established by the Resolution.

2. Preliminary Official Statement. The Preliminary Official Statement with respect to the Bonds is hereby approved and deemed "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934.

3. Proposal; Terms of the Bonds. On the date hereof, Morgan Stanley & Co. LLC (the "Purchaser") offered to purchase the Bonds in accordance with the terms set forth in the Proposal attached hereto as Schedule I and incorporated herein by this reference (the "Proposal"). PFM Financial Advisors LLC recommends the County accept the Proposal. The Proposal meets the parameters and conditions established by the Resolution and is hereby approved and accepted.

The Bonds shall be issued in the aggregate principal amount of \$ _____, which is not more than the \$110,000,000 approved by the Resolution, and shall mature on _____ of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule II and incorporated herein by this reference. As required by the Resolution, the annual debt service payments on the Bonds are as level as possible in each year. The final maturity of the Bonds does not occur later than 20 years from the date of issuance of the Bonds.

The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of 5.00%, as required by the Resolution.

4. Purchase Price of the Bonds. The Bonds shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$ _____, plus accrued interest, if any, to the date of delivery of the Bonds which is not less than 99% nor more than 102% of the principal amount of the Bonds as required by the Resolution.

5. Redemption Provisions of the Bonds. [The Bonds are not subject to optional redemption.] [The Bonds maturing on _____ and thereafter are subject to redemption prior to maturity, at the option of the County, on _____, _____ or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the County and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.] If the Proposal specifies that any of the Bonds are subject to mandatory

redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Bonds subject to mandatory redemption, the principal amount of such Bonds so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Bonds in such manner as the County shall direct.

6. [Payment of the Bonds; Fiscal Agent. Pursuant to the Resolution, _____, _____, _____, is named fiscal agent for the Bonds.]

7. Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Bonds as the same respectively falls due, the full faith, credit and taxing powers of the County have been irrevocably pledged and there has been levied on all of the taxable property in the County, pursuant to the Resolution, a direct, annual irrepealable tax in an amount and at the times sufficient for said purpose. Such tax shall be for the years and in the amounts set forth on the debt service schedule attached hereto as Schedule III.

8. Redemption of the Refunded Obligations. In the Resolution, the County Board of Supervisors authorized the redemption of the Refunded Obligations and granted me the authority to determine the redemption date. The Refunded Obligations shall be redeemed on _____.

9. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, maturities, interest rates, principal and interest payment dates, purchase price and redemption provisions for the Bonds and the direct annual irrepealable tax levy to repay the Bonds, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on _____, 2019 pursuant to the authority delegated to me in the Resolution.

[]
[]

SCHEDULE I TO APPROVING CERTIFICATE

Proposal

To be provided by PFM Financial Advisors LLC and incorporated into the Certificate.

(See Attached)

SCHEDULE II TO APPROVING CERTIFICATE

Pricing Summary

To be provided by PFM Financial Advisors LLC and incorporated into the Certificate.

(See Attached)

SCHEDULE III TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

To be provided by PFM Financial Advisors LLC and incorporated into the Certificate.

(See Attached)

EXHIBIT MRP

Mandatory Redemption Provision

The Bonds due on _____, _____, _____ and _____ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on _____ of each year the respective amount of Term Bonds specified below:

For the Term Bonds Maturing on _____

<u>Redemption</u> <u>Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)

For the Term Bonds Maturing on _____ Redemption

<u>Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)

For the Term Bonds Maturing on _____

<u>Redemption</u> <u>Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)

For the Term Bonds Maturing on _____

<u>Redemption</u> <u>Date</u>	<u>Amount</u>
_____	\$ _____
_____	_____ (maturity)]

EXHIBIT B

(Form of Bond)

REGISTERED UNITED STATES OF AMERICA DOLLARS
NO. R- STATE OF WISCONSIN \$ _____
RACINE COUNTY
TAXABLE GENERAL OBLIGATION REFUNDING BOND, SERIES 2019B

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
_____, _____, 20____ % _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, Racine County, Wisconsin (the "County"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on _____ and _____ of each year commencing on _____, _____ until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the County's Finance Director (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Bond together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the County are hereby irrevocably pledged.

This Bond is one of an issue of Bonds aggregating the principal amount of \$ _____, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the County pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purpose of refunding certain obligations of the County, as authorized by a resolution adopted on September 24, 2019, as supplemented by a Certificate Approving the Preliminary Official Statement and Details of Taxable General Obligation Refunding Bonds, Series 2019B, dated _____, 2019 (collectively, the

"Resolution"). Said resolution is recorded in the official minutes of the County Board of Supervisors for said date.

The Bonds maturing on _____, _____ and thereafter are subject to redemption prior to maturity, at the option of the County, on _____, _____ or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the County, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption. [The Bonds are not subject to optional redemption.]

[The Bonds maturing in the years _____ are subject to mandatory redemption by lot as provided in the Resolution, at the redemption price of par plus accrued interest to the date of redemption and without premium.]

In the event the Bonds are redeemed prior to maturity, as long as the Bonds are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Bonds of a maturity are to be called for redemption, the Bonds of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Bonds called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Bonds shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Bonds shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Bond have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the County, including this Bond and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Bond, together with the interest thereon, when and as payable.

This Bond is transferable only upon the books of the County kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the County appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the

County for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and County may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

[This Bond shall not be valid or obligatory for any purpose until the Certificate of Authentication hereon shall have been signed by the Fiscal Agent.]

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, Racine County, Wisconsin, by its governing body, has caused this Bond to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Chairperson and County Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

RACINE COUNTY, WISCONSIN

By: _____
Russell A. Clark
Chairperson

(SEAL)

By: _____
Wendy M. Christensen
County Clerk

[Date of Authentication: _____, _____]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue authorized by the within-mentioned Resolution of Racine County, Wisconsin.

By _____
Authorized Signatory]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Bond and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company
or Securities Firm)

(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

(Authorized Officer)

EXHIBIT C-1

NOTICE OF CALL**

(Name and Address
of Registered Owner)

Re: Racine County, Wisconsin
Taxable Bond Anticipation Notes, Series 2017
Date of Original Issue - December 20, 2017

Notice is hereby given that the Notes of the above-described issue which mature on the date and bear interest at the rate set forth below have been called for prior payment on December 1, 2019.

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
12/01/2020	\$79,205,000	2.15%	749845UK7*

The Notes should be presented for payment at the Servicing Center of the Fiscal Agent as follows:

Delivery Instructions

U.S. Bank National Association
Global Corporate Trust Services
111 Fillmore Avenue E
St. Paul, MN 55107

Bondholder Inquiries: (800) 934-6802

Upon presentation and surrender of said Notes, you will be paid the principal amount of such Notes and accrued interest to the date of redemption. Owners of called Notes should also provide a fully-executed W-9 Taxpayer Identification Number Certificate.

Such Notes will cease to bear interest on December 1, 2019.

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time of the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

Very truly yours,

U.S. BANK NATIONAL ASSOCIATION
Fiscal Agent

By _____

*Indicates full call of CUSIP

** To be provided to U.S. Bank National Association, Fiscal Agent, at least thirty-five (35) days prior to December 1, 2019. The registrar and fiscal agent shall be directed to give notice of such prepayment by facsimile transmission, registered or certified mail, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, or to such other party as may be the registered owner of the Bonds, not less than thirty (30) days nor more than sixty (60) days prior to December 1, 2019 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org

EXHIBIT C-2

NOTICE OF CALL**

(Name and Address
of Registered Owner)

Re: Racine County, Wisconsin
Taxable Bond Anticipation Notes, Series 2018
Date of Original Issue - May 31, 2018

Notice is hereby given that the Notes of the above-described issue which mature on the date and bear interest at the rate set forth below have been called for prior payment on December 1, 2019.

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
12/01/2020	\$68,000,000	3.05%	749845UL5*

The Notes should be presented for payment at the Servicing Center of the Fiscal Agent as follows:

Delivery Instructions

U.S. Bank National Association
Global Corporate Trust Services
111 Fillmore Avenue E
St. Paul, MN 55107

Bondholder Inquiries: (800) 934-6802

Upon presentation and surrender of said Notes, you will be paid the principal amount of such Notes and accrued interest to the date of redemption. Owners of called Notes should also provide a fully-executed W-9 Taxpayer Identification Number Certificate.

Such Notes will cease to bear interest on December 1, 2019.

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time of the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

Very truly yours,

U.S. BANK NATIONAL ASSOCIATION
Fiscal Agent

By _____

*Indicates full call of CUSIP

** To be provided to U.S. Bank National Association, Fiscal Agent, at least thirty-five (35) days prior to December 1, 2019. The registrar and fiscal agent shall be directed to give notice of such prepayment by facsimile transmission, registered or certified mail, overnight express delivery, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, or to such other party as may be the registered owner of the Bonds, not less than thirty (30) days nor more than sixty (60) days prior to December 1, 2019 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

REQUEST FOR COUNTY BOARD ACTION

YEAR	<u>2019</u>	<input checked="" type="checkbox"/>	Resolution Request
		<input type="checkbox"/>	Ordinance Request
		<input type="checkbox"/>	Report Request

Requestor/Originator: Human Resources - Karen Galbraith

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) Karen Galbraith
If a person is not in attendance the item may be held over.

Does the County Executive know of this request: yes

If related to a position or position change, Does the Human Resources Director know of this request: _____

Does this request propose the expenditure, receipt or transfer of any funds? yes

If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 9/4/2019 Date of County Board Meeting to be Introduced: 9/10/2019

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

* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Authorize a tentative agreement between Racine County and Racine COuny Command Staff for the years 2019 and 2020

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

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.

If requesting a multi year contract a copy of the contract or draft contract must be attached

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows 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.

EXHIBIT "A"

Changes in Annualized Wage Rates

Command Staff Membership	17.0	Annualized Pay Rate		Increase in Rate		Increase in Rate	
		12/31/2018	12/31/2019	Year 1	Year 2	2020	2020
		Amount	Amount	Amount	Amount	Amount	%
Salaries							
General		1,507,207	1,537,351	30,144	30,747	1,568,098	2.00%
Total Wages		1,507,207	1,537,351	30,144	30,747	1,568,098	2.00%
Fringes							
Retirement		266,926	259,351	(7,575)	(19,903)	239,449	-7.67%
FICA		115,301	117,607	2,306	2,352	119,959	2.00%
Workers Comp		27,733	25,213	(2,520)	(1,691)	23,521	-6.71%
Life		9,405	9,593	188	192	9,785	2.00%
Disability		15,072	15,374	301	307	15,681	2.00%
Health		197,625	197,625	0	31,535	229,160	15.96%
Total Fringes		632,062	624,763	(7,300)	12,793	637,555	2.05%
Total Wages & Fringes		2,139,270	2,162,114	22,844	43,540	2,205,653	2.01%

	2018	2019	2020
Retirement	17.71%	16.87%	15.27%
FICA	7.65%	7.65%	7.65%
Workers Comp	1.84%	1.64%	1.50%
Life	.52/1000	.52/1000	.52/1000
Disability	1.00%	1.00%	1.00%
Health	11,625	11,625	13,480

August 15, 2019

**Tentative Agreement between Racine County
and Racine County Command Staff**

WAGES

January 1, 2019	2%
January 1, 2020	2%

Modify ARTICLE VII

HOURS OF WORK

7.01 The work week shall commence with the start of work on ~~Sunday~~ Saturday and end with the end of work on the following ~~Saturday~~ Friday. The normal work week shall be either:

(a) Alternately, five (5) work days of eight (8) hours and two (2) off days, and then five (5) work days of eight (8) hours and three (3) off days; or,

(b) Five (5) day week, Monday through Friday, eight (8) hours per day. Individuals on this schedule will be referred to as "Schedule 4" employees.

For those individuals working schedule 4:

Kelly days will be earned one per month (or any fraction of a month) for each of the first seven months of each calendar year. Kelly days may be used in advance of earning them during a calendar, but must be "paid back" through payroll adjustments (vacation or compensatory time at the member's option) if the member transfers out of Group 4 or leaves County employment prior to earning the number of Kelly days actually used.

To assure the members in these positions their proper amount of time off, they will be permitted to take one (1) day off per month, not to exceed the number of days off per year as compared to those members working the 5-2, 5-3 work schedule. The County and the Association agree that the time off referred to in this section is governed by a mutually recognized and accepted past practice which includes taking the time off in blocks of more than (1) day.

REQUEST FOR COUNTY BOARD ACTION

YEAR	<u>2019</u>	<input checked="" type="checkbox"/>	Resolution Request
		<input type="checkbox"/>	Ordinance Request
		<input type="checkbox"/>	Report Request

Requestor/Originator: RACINE COUNTY TREASURER'S OFFICE

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) JOHN SERKITCH
If a person is not in attendance the item may be held over.

Does the County Executive know of this request: NO

If related to a position or position change, Does the Human Resources Director know of this request: _____

Does this request propose the expenditure, receipt or transfer of any funds? NO

If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: FINANCE & HUMAN RESOURCE COMMITTEE

Date Considered by Committee: 9/4/2019 Date of County Board Meeting to be Introduced: 9/10/2019

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

* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

APPROVE DONATION OF IN REM PARCEL 7209 DOUGLAS AVE TO THE VILLAGE OF CALEDONIA FOR THE PURPOSE OF RAZING THE BUILDING AND DEVELOPING THE PROPERTY.

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

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.

If requesting a multi year contract a copy of the contract or draft contract must be attached

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows 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.

MEMO

August 23, 2019

TO: Robert N. Miller
Chairman, Finance and Human Resources Committee

FROM: Racine County Treasurer's Office

RE: Request for donation on In Rem Property

Please put on the agenda for the meeting scheduled for September 4th 2019, time to present a request to donate one in rem property located in the Village of Caledonia. The Village intends to raze then redevelop the property.

7209 Douglas Ave / Residential Building / 104-04-22-12-123-000

Thank you.

Racine County Treasurer's Office

Cc: John Serketich

ACTIVE TAX DEED PROPERTIES OWNED BY RACINE COUNTY

DISTRICT: Village of Caledonia

Updated: 8/23/2019

PARCEL # 104-042212123000

IN REM ACTION #: 2018-1

ITEM #: 36

JUDGMENT DOC #: 2506132

JUDGEMENT DATE: 10/12/2018

LEGAL SEE ADDENDUM
DESCRIPTION:

PROP ADDRESS: 7209 DOUGLAS AVE

FORMER OWNER: CHERYL J BERGEMANN

ASSESSED VALUE / 2018
Land: \$44,800.00
IMP: 4,400
TOTAL: \$49,200.00

FAIR MARKET VALUE
2018: \$48,000.00

APPRAISED VALUE
YEAR: 2019

TAX YEAR	NET TAX	SPECIAL	INT	PEN	TOTAL
2014	\$649.58	\$0.00	\$292.31	\$146.16	\$1,088.05
2015	\$1,642.02	\$1,259.40	\$957.47	\$478.73	\$4,337.62
2016	\$1,032.89	\$1,042.18	\$435.76	\$217.88	\$2,728.71
2017	\$984.37	\$1,022.93	\$180.66	\$90.33	\$2,278.29
2018	\$856.83	\$1,699.31	\$0.00	\$0.00	\$2,556.14
	<u>\$5,165.69</u>	<u>\$5,023.82</u>	<u>\$1,866.20</u>	<u>\$933.10</u>	

SPECIAL OVER 7500: NA

TAX TOTALS: \$12,988.81

In-Rem Fee	\$81.56
Boarding Fee	\$1,505.00
Appraisal Fee	\$242.00
Newspaper Sale ad	\$36.68
Vacate Fee	\$0.00

FEE & COST TOTAL: \$1,865.24

GRAND TOTAL: \$14,854.05

DISPOSITION:		
TO:		
ON:		
TOTAL COSTS:	<u>\$14,854.05</u>	GENERAL RECEIPT NUMBERS NO: _____ NO: _____
SOLD / DONATED FOR:		
PROFIT OR (LOSS):		

Addendum

<p>LEGAL DESCRIPTION:</p>	<p>PARCEL 1: THAT PART OF THE SOUTHEAST 1/4 OF SECTION 12, TOWNSHIP 4 NORTH, RANGE 22 EAST, BOUNDED AS FOLLOWS: BEGIN ON THE EAST LINE OF SAID 1/4 SECTION, 1093.62 FEET NORTH 0° 17' WEST FROM THE SOUTHEAST CORNER OF SAID SECTION; THENCE NORTH 0° 17' WEST ALONG THE EAST LINE OF SAID SECTION 97 FEET; THENCE SOUTH 87° 08' WEST 233.15 FEET TO THE CENTER LINE OF THE OLD MILWAUKEE ROAD; THENCE SOUTH 29° 50' EAST ALONG THE CENTER LINE OF THE OLD MILWAUKEE ROAD 93.72 FEET; THENCE SOUTH 88° 18' EAST 187.32 FEET TO THE PLACE OF BEGINNING; SAID LAND BEING IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN.</p>
	<p>EAST, BOUNDED AND DESCRIBED AS FOLLOWS, TO-WIT: COMMENCING AT THE SOUTHEAST CORNER OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4; THENCE RUNNING NORTH ON THE EAST LINE OF SAID 1/4, 108 1/2 FEET; THENCE WEST 180 FEET TO THE CENTER OF MILWAUKEE ROAD; THENCE SOUTHEASTERLY ALONG CENTER OF SAID ROAD TO POINT DUE WEST OF PLACE OF BEGINNING, THENCE EAST 120 FEET TO PLACE OF BEGINNING. EXCEPTING THEREFROM LANDS CONVEYED IN DOCUMENT NO. 2435888. SAID LAND BEING IN THE VILLAGE OF CALEDONIA, RACINE COUNTY, WISCONSIN.</p>



Village of
CALEDONIA

OFFICE OF THE ADMINISTRATOR

Thomas J. Christensen
5043 Chester Lane
Racine, WI 53402
www.caledonia-wi.gov

office: 262-835-6404
tchristensen@caledonia-wi.gov

August 5, 2019

Jonathan Delagrave
Racine County Executive
Racine County Courthouse
730 Wisconsin Avenue
Racine, WI 53403

Jane F. Nikolai
Racine County Treasurer
Racine County Courthouse
730 Wisconsin Avenue
Racine, WI 53403

*RE: Property located at 7209 Douglas Avenue
Village of Caledonia – Parcel I.D. No: 104-04-22-12-123-000*

Dear Mr. Delagrave and Ms. Nikolai:

We have discussed with John Serkitich of Racine County Corporation Counsel's Office the desire of the Village of Caledonia to obtain title to a tax foreclosed property located at 7209 Douglas Avenue from Racine County containing approximately .58 acres. This property, which has been placarded as uninhabitable, is a vacant dilapidated residential property in the Village. The location of the property is in an area seen by the Village as a gateway to the Municipality and that may have redevelopment potential in the future. The Village would very much like to see the building on the property razed and we anticipate the cost of such razing and property clean up to be approximately \$20,000 (this does not include asbestos remediation/removal if found to be present). The Village asks that the County transfer the property to the Village without seeking reimbursement of any special charges, assessments or taxes in this matter as the Village, upon transfer, will take care of the cost of demolition, clearing and seeding of the site.

It is my understanding that upon receipt of this request, the Racine County Finance and Human Resources Committee will review the request for recommendation to the Racine County Board. If this receives a positive recommendation from the Committee, we can ask the Village Board to adopt a formal resolution before the County Board action.

If you have any questions regarding this matter or need any other documentation from the Village to complete this matter, please contact us.

Sincerely,

VILLAGE OF CALEDONIA
Thomas Christensen
Village Administrator

cc: Mr. John Serkitich, Office of Racine County Corporation Counsel
Attorney Elaine Ekes, Pruitt, Ekes & Geary, S.C., Village Attorney

REQUEST FOR COUNTY BOARD ACTION

YEAR	<u>2019</u>	<input checked="" type="checkbox"/>	Resolution Request
		<input type="checkbox"/>	Ordinance Request
		<input type="checkbox"/>	Report Request

Requestor/Originator: Emergency Management

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading)
If a person is not in attendance the item may be held over. David Maack

Does the County Executive know of this request: No

If related to a position or position change, Does the Human Resources Director know of this request: NA

Does this request propose the expenditure, receipt or transfer of any funds? Yes

If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance & Human Resource Committee

Date Considered by Committee: 9/4/19 Date of County Board Meeting to be Introduced: 9/10/19

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

* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

 approval to accept the FFY 2020 Emergency Planning and Community Right to Know Act (EPCRA) Grant (approximately \$36,232) and the Emergency Management Performance Grant (EMPG) (approximately \$98,790).

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

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.

If requesting a multi year contract a copy of the contract or draft contract must be attached

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows 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.

August 23, 2019

To: Finance Committee
From: David L. Maack

Memo Re: FFY20209 EPCRA & EMPG Grants

We are seeking approval to accept the FFY202 Emergency Planning and Community Right to Know Act (EPCRA) Grant (approximately \$36,232) and the Emergency Management Performance Grant (EMPG) (approximately \$98,790).

There is no match for the EPCRA grant and a 50% match for the EMPG grant. The EPCRA grant is used to off-set the EMPG match requirement.

Thank you for your consideration.

WISCONSIN EMERGENCY MANAGEMENT

WEM USE ONLY

Applicant Hereby Applies to the WEM for Financial Support for the Within-Described Project:

Receipt Date	Award Date	Subgrant Number(s)
		-- 11688

SUBGRANT #: 11688

SHORT TITLE: FFY2020 EMPG GRANT

1. Type of Funds for which you are applying.	Emergency Management Performance Grant (Fed. 97.042 EMPG) FFY2020 EMPG Emergency Management Performance Grant		
2. Applicant	Name Of Applicant:		County: Racine
	Racine County Emergency Management		
	Street Address: 730 Wisconsin Ave		
	Address Line 2:		Address Line 3:
	City: Racine	State: WI	Zip: 53403
3. Recipient Agencies	Racine County Emergency Management		
4. Signatory	Name:		Title: County Executive
	Mr. Jonathan Delagrave		Agency: Racine County
	Street Address: 730 Wisconsin Avenue		
	Address Line 2:		Addr Line 3:
	City: Racine	State: WI	Zip: 53403
	Phone: 262-636-3273	Fax:	Email: RCExecutive@racinecounty.com
5. Financial Officer	Name:		Title: Accounting Supervisor
	Mr. Spencer A Robertson		Agency: Racine County Emergency Management
	Street Address: 730 Wisconsin Ave		
	Address Line 2:		Addr Line 3:
	City: Racine	State: WI	Zip: 53403
	Phone: 262-636-3176	Fax:	Email: spencer.robertson@racinecounty.com
6. Project Director	Name:		Title: Emergency Management Coordinator
	Mr David L Maack		Agency: Racine County Emergency Management
	Street Address: 730 Wisconsin Ave		
	Address Line 2:		Addr Line 3:
	City: Racine	State: WI	Zip: 53403
	Phone: 262-636-3515	Fax: 262-636-3505	Email: david.maack@racinecounty.com
7. Brief Summary of Project (Do Not Exceed Space Provided)	Short Title (may not exceed 50 characters) FFY2020 EMPG GRANT		
	Funds will be used by the County of Racine to support county funding to enhance emergency management programs including but not limited to mitigation, preparedness, response, and recovery activities.		

8. SubGrant Budget

Categories	Sources	
	Federal	Category Total
Personnel	71,711.00	71,711.00
Employee Benefits	28,237.00	28,237.00
Travel (Including Training)	3,500.00	3,500.00
Equipment	0.00	0.00
Supplies & Operating Expenses	4,810.00	4,810.00
Consultants/Contractual	5,500.00	5,500.00
Indirect	90,318.00	90,318.00
Other	0.00	0.00
Source Total	204,076.00	204,076.00

9. Project Start Date: 10/1/2019

Project End Date: 3/31/2020

10. Budget Details:

Master Budgets:

By Recipient Agency	Year 1	Total
Racine County Emergency Management	204,076.00	204,076.00
Total:	204,076.00	204,076.00

Allocation/Recipient Agency: Racine County Emergency Management

Category:	Year 1	Total
Personnel	71,711.00	71,711.00

Employee Benefits	28,237.00	28,237.00
Travel (Including Training)	3,500.00	3,500.00
Supplies & Operating Expenses	4,810.00	4,810.00
Consultants/Contractual	5,500.00	5,500.00
Indirect	90,318.00	90,318.00
Total:	204,076.00	204,076.00

11. Budget Details:

Master Budgets:

Line Item Details for Racine County Emergency Management

YEAR 1

PERSONNEL

Briefly describe the overall use of the funds for this budget category: Salary band fringe benefits for the emergency management coordinator.

COST

Position Emergency Management Coordinator

Name Mr David L Maack

Description of your computation: Salary (34.65/hr)

Source: Federal

71,711.00

Personnel

Year 1 Total:

71,711.00

SOCIAL SECURITY

Briefly describe the overall use of the funds for this budget category:

COST

Position Emergency Management Coordinator

Name Mr David L Maack

Description of your computation:

Source: Federal

5,486.00

Social Security

Year 1 Total:

5,486.00

RETIREMENT

Briefly describe the overall use of the funds for this budget category:

COST

Position Emergency Management Coordinator

Name Mr David L Maack

Description of your computation:

Source: Federal

6,024.00

Retirement

Year 1 Total:

6,024.00

HEALTH INSURANCE

Briefly describe the overall use of the funds for this budget category:

COST

Position Emergency Management Coordinator

Name Mr David L Maack

Description of your computation:

Source: Federal

13,480.00

Health Insurance

Year 1 Total:

13,480.00

UNEMPLOYMENT COMPENSATION

Briefly describe the overall use of the funds for this budget category:

COST

Position Emergency Management Coordinator

Name Mr David L Maack

Description of your computation:

Source: Federal

0.00

Unemployment Compensation

Year 1 Total:

0.00

WORKERS COMPENSATION

Briefly describe
the overall use
of the funds for
this budget
category:

COST

Position Emergency Management Coordinator

Name Mr David L Maack

**Description of your
computation:**

Source: Federal

1,097.00

Workers Compensation

Year 1 Total:

1,097.00

LIFE INSURANCE

Briefly describe
the overall use
of the funds for
this budget
category:

COST

Position Emergency Management Coordinator

Name Mr David L Maack

**Description of your
computation:**

Source: Federal

357.00

Life Insurance

Year 1 Total:

357.00

OTHER BENEFITS

Briefly describe
the overall use
of the funds for
this budget
category:

COST

Position Emergency Management Coordinator

Name Mr David L Maack

**Description of your
computation:**

Source: Federal

1,793.00

Other Benefits

Year 1 Total:

1,793.00

TRAVEL (INCLUDING TRAINING)

Briefly describe the overall use of the funds for this budget category: Funds are used for mileage reimbursement as well as emergency management related training **COST**

Purpose of Travel Emergency Management related mileage/training
Location TBD
Item TBD

Description of your computation: Mileage & Training Expenses

Source: Federal 3,500.00

Travel (Including Training) Year 1 Total: 3,500.00

SUPPLIES & OPERATING EXPENSES

Briefly describe the overall use of the funds for this budget category: Operating Expenses including: **COST**

- Software Subscription
- Telephone
- Public Liability Expense
- Office Supplies
- Copy Cost
- Printing
- Publications
- Dues
- Equipment Repairs

Supply Item Operating Expenses

Description of your computation: Operating expenses

Source: Federal 4,810.00

Supplies & Operating Expenses Year 1 Total: 4,810.00

CONSULTANTS/CONTRACTUAL - CONSULTANT

Briefly describe the overall use of the funds for this budget category: **COST**

Name / Position Code Red

Service Provided IPAWS Notification

Description of your computation: Subscription to IPAWS Alerting System

Source: Federal 2,500.00

Name / Position DTN Weather Service
Service Provided Weather Satellite Radar Service
Description of your computation: Subscription to Weather Radar
Source: Federal 1,250.00

Name / Position Salamandar
Service Provided WICAM Support
Description of your computation: Subscription to Salamandar/WICAM packages
Source: Federal 1,750.00

Consultants/Contractual - Consultant Year 1 Total: 5,500.00

INDIRECT

Briefly describe the overall use of the funds for this budget category: An indirect cost allocation plan distributes the allowable costs of central services departments to grantee departments based on allowable allocation or distribution methodology (referred to as an allocation basis) depending on the nature of cost and benefit provided to its recipients (grantees). **COST**

Description Indirect Costs
Description of your computation: Indirect Costs (see schedule)
Source: Federal 90,318.00
Indirect Year 1 Total: 90,318.00

YEAR 1 TOTAL: 204,076.00

12. Sections:

A ASSURANCES

ASSURANCES - NON-CONSTRUCTION PROGRAMS

OMB Number: 4040-0007 Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the DavisBacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).
12. Will comply, as applicable, with the provisions of the DavisBacon Act (40 U.S.C. §§276a to 276a-7), the

- Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333), regarding labor standards for federally-assisted construction subagreements. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
 18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
 19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

Further, I certify that the applicant follow the Office of Management and Budeget's Guidelines to Agencies on Governmentwide Debarment and Suspension (2 CFR 180).

RESPONSE:

I agree to the Assurances

ASSURANCES - RELATED ATTACHMENTS:

File Name

File Description

B REQUIRED ATTACHMENTS

Please upload the following items.

1. Signed Plan of Work Agreement
2. Signed Position Descriptions
3. Indirect Cost Rate Agreement, if applicable
4. Executed Contracts, if applicable

RESPONSE:

We are requesting a two month extension on the signed POW Agreement. I must take this to the Finance Committee, which does not meet until September and then two readings of the county board. Once it comes back, it will have to be routed for signatures from various officials.

REQUIRED ATTACHMENTS - RELATED ATTACHMENTS:

<u>File Name</u>	<u>File Description</u>
20190813131618883.pdf	Job Description
Summary of Allocated Costs (Comparision Version 1).pdf	Summary of Indirect Costs

13. Performance Measures:

Required:

<u>Measure Title</u>	<u>Measure Type</u>	<u>Target</u>	<u>Target Type</u>	<u>Description</u>
EMPG Exercise	Outcome	1.00	Unit Count	Participate in one regional or statewide exercise.
EMPG HSEEP Exercise	Outcome	1.00	Unit Count	Complete one county/tribal lead HSEEP exercise that includes an AAR including submission of a Situation Manual/Exercise Plan, After Action Report (AAR)/Improvement Plan (IP) and sign-in sheets.
EMPG Minimum Training	Outcome	0.00	Unit Count	All EMPG-funded personnel shall complete the EMPG minimum training requirements, designated in Directive 5006.0. Please list of number of courses to be completed during the performance period.
EMPG Outreach	Outcome	6.00	Unit Count	Execute one (1) tornado and severe weather awareness outreach initiative and five (5) county/tribal determined outreach initiatives. Within the execution of the six (6) total initiatives, at least three (3) types of outreach delivery methods.
EMPG Professional Development	Outcome	32.00	Unit Count	EMPG funded positions defined as full time by the county which allocate 100-26% of their duties to emergency management work shall complete 32 hours of emergency management professional development training. EMPG funded positions which allocate 25% or less of their duties to emergency management work shall complete 8 hours of professional development training. Please list the total number of hours the county/tribe will be completing during the performance period.
EOP/ERP	Outcome	1.00	Unit Count	Update the county/tribal Emergency Operations Plan or Emergency Response Plan including submission of NOFO required documentation at close-out.
WebEOC Drill	Outcome	1.00	Unit Count	Participate in one statewide or regionally facilitated WebEOC drill.
WEM Region Meetings	Outcome	8.00	Unit Count	County/Tribal head of emergency management program or authorized designee shall attend scheduled region meetings. Please list the number of intended region meetings.

15. **Attachments:**

List of Attachments required for submission of this Application for funding:

Section: Required Attachments

<u>File Name</u>	<u>File Description</u>
20190813131618883.pdf	Job Description
Summary of Allocated Costs (Comparison Version 1).pdf	Summary of Indirect Costs

**PLAN OF WORK AGREEMENT
for the
Emergency Management Performance Grant (EMPG)**

Applicant: Racine County

DUNS Number: 38981510

Sam.gov CAGE Code: 4BQC1

I hereby certify that all data provided in this grant application are true and correct. I have read and understand the grant assurances, project deliverables, financial deliverables, including post-award special conditions/reporting requirements.

I understand that receipt of Federal grant funds under the Emergency Management Performance Grant (EMPG) are dependent upon successful completion of the EMPG project and financial deliverables including post-award special conditions/reporting requirements.

I understand that failure to complete the EMPG project and financial deliverables including post-award special conditions/reporting requirements as agreed to and within the prescribed time frames will result in the delay or loss of grant funds.

APPLICATION:

Award Amount Eligible For Under EMPG **98,790** (estimated)

Head of County/Tribal Emergency Management (Signature)

Date

County Board Chair / Executive / Administrator (Signature)
Tribal Chair/President/Elected Official (Signature)

Date

CLOSE-OUT REPORT:

Award Amount Eligible For Under EMPG (final award amount)

We have prepared / reviewed the attached twelve (12)-month progress report and are submitting it to Wisconsin Emergency Management for approval.

Head of County/Tribal Emergency Management (Signature)

Date

County Board Chair / Executive / Administrator (Signature)
Tribal Chair/President/Elected Official (Signature)

Date

WISCONSIN EMERGENCY MANAGEMENT

WEM USE ONLY

Applicant Hereby Applies to the WEM for Financial Support for the Within-Described Project:

Receipt Date	Award Date	Subgrant Number(s)
		-- 11775

SUBGRANT #: 11775

SHORT TITLE: Racine County FFY2020 EPCRA Planning Grant

1. Type of Funds for which you are applying.	Emergency Planning and Community Right-to-Know Act (St. EPCRA-LEPC) FFY2020 EPCRA Emergency Planning and Community Right-to-Know Act Grant		
2. Applicant	Name Of Applicant:		County: Racine
	Racine County Emergency Management		
	Street Address: 730 Wisconsin Ave		
	Address Line 2:		Address Line 3:
	City: Racine	State: WI	Zip: 53403
3. Recipient Agencies	Racine County Emergency Management		
4. Signatory	Name:		Title: County Executive
	Mr. Jonathan Delagrave		Agency: Racine County
	Street Address: 730 Wisconsin Avenue		
	Address Line 2:		Addr Line 3:
	City: Racine	State: WI	Zip: 53403
5. Financial Officer	Name:		Title: Accounting Supervisor
	Mr. Spencer A Robertson		Agency: Racine County Emergency Management
	Street Address: 730 Wisconsin Ave		
	Address Line 2:		Addr Line 3:
	City: Racine	State: WI	Zip: 53403
6. Project Director	Name:		Title: Emergency Management Coordinator
	Mr David L Maack		Agency: Racine County Emergency Management
	Street Address: 730 Wisconsin Ave		
	Address Line 2:		Addr Line 3:
	City: Racine	State: WI	Zip: 53403
7. Brief Summary of Project (Do Not Exceed Space Provided)	Short Title (may not exceed 50 characters) Racine County FFY2020 EPCRA Planning Grant		
	Funds will be used by county emergency management and the county Local Emergency Planning Committee (LEPC) to accomplish all State of Wisconsin statutory requirements for EPCRA, and to complete EPCRA Program requirements as provided by WEM under WEM Directive 2007.2 EPCRA Planning Grant Funding.		
	Phone: 262-636-3273 Fax:		
	Phone: 262-636-3176 Fax:		Email: RCExecutive@racinecounty.com
	Phone: 262-636-3176 Fax:		Email: spencer.robertson@racinecounty.com
Phone: 262-636-3515 Fax: 262-636-3505		Email: david.maack@racinecounty.com	

8. SubGrant Budget

Categories	Sources	
	State	Category Total
Personnel	23,664.00	23,664.00
Employee Benefits	9,318.21	9,318.21
Travel (Including Training)	1,155.00	1,155.00
Supplies & Operating Expenses	1,942.38	1,942.38
Consultants/Contractual	0.00	0.00
Other	31,042.44	31,042.44
Source Total	67,122.03	67,122.03

9. Project Start Date: 10/1/2019 Project End Date: 9/30/2020

10. Budget Details:

Master Budgets:

By Recipient Agency	Year 1	Total
Racine County Emergency Management	67,122.03	67,122.03
Total:	67,122.03	67,122.03

Allocation/Recipient Agency: Racine County Emergency Management

Category:	Year 1	Total
Personnel	23,664.00	23,664.00
Employee Benefits	9,318.21	9,318.21
Travel (Including Training)	1,155.00	1,155.00
Supplies & Operating Expenses	1,942.38	1,942.38
Other	31,042.44	31,042.44
Total:	67,122.03	67,122.03

11. Budget Details:

Master Budgets:

Line Item Details for Racine County Emergency Management

YEAR 1

PERSONNEL

Briefly describe the overall use of the funds for this budget category: Personnel costs associated with performing EPCRA duties COST

Position: Emergency Management Coordinator

Name: Mr David L Maack

Description of your computation: 33% of salary

Source: State 23,664.00

Personnel

Year 1 Total:

23,664.00

SOCIAL SECURITY

Briefly describe the overall use of the funds for this budget category: COST

Position: Emergency Management Coordinator

Name: Mr David L Maack

Description of your computation:

Source: State 1,810.38

Social Security

Year 1 Total:

1,810.38

RETIREMENT

Briefly describe the overall use of the funds for this budget category:

COST

Position Emergency Management Coordinator

Name Mr David L Maack

Description of your computation:

Source: State

1,987.92

Retirement

Year 1 Total:

1,987.92

HEALTH INSURANCE

Briefly describe the overall use of the funds for this budget category:

COST

Position Emergency Management Coordinator

Name Mr David L Maack

Description of your computation:

Source: State

4,448.40

Health Insurance

Year 1 Total:

4,448.40

UNEMPLOYMENT COMPENSATION

Briefly describe the overall use of the funds for this budget category:

COST

Position Emergency Management Coordinator

Name Mr David L Maack

Description of your computation:

Source: State

0.00

Unemployment Compensation

Year 1 Total:

0.00

WORKERS COMPENSATION

Briefly describe
the overall use
of the funds for
this budget
category:

COST

Position Emergency Management Coordinator

Name Mr David L Maack

**Description of your
computation:**

Source: State

362.01

Workers Compensation

Year 1 Total:

362.01

LIFE INSURANCE

Briefly describe
the overall use
of the funds for
this budget
category:

COST

Position Emergency Management Coordinator

Name Mr David L Maack

**Description of your
computation:**

Source: State

117.81

Life Insurance

Year 1 Total:

117.81

OTHER BENEFITS

Briefly describe
the overall use
of the funds for
this budget
category:

COST

Position Emergency Management Coordinator

Name Mr David L Maack

**Description of your
computation:**

Source: State

591.69

Other Benefits

Year 1 Total:

591.69

TRAVEL (INCLUDING TRAINING)

Briefly describe the overall use of the funds for this budget category: EPCRA related travel and training expenses COST

Purpose of Travel EPCRA related mileage/training

Location TBD

Item TBD

Description of your computation: 33% of EPCRA related travel/training expenses
Source: State 1,155.00

Travel (Including Training) Year 1 Total: 1,155.00

SUPPLIES & OPERATING EXPENSES

Briefly describe the overall use of the funds for this budget category: Supplies and operating expenses offset the costs associated with operating the EPCRA program. This includes the following: software subscription, telephone, public liability expense, office supplies, copy cost, printing, publications and dues. COST

Supply Item Operating Expenses

Description of your computation: 33% of EPCRA related operating expenses
Source: State 1,942.38

Supplies & Operating Expenses Year 1 Total: 1,942.38

OTHER

Briefly describe the overall use of the funds for this budget category: Indirect Costs: An indirect cost allocation plan distributes the allowable costs of central services departments to grantee departments based on allowable allocation or distribution methodology (referred to as an allocation basis) depending on the nature of cost and benefit provided to its recipients (grantees). The EPCRA budget amount reflects 33% of the total in our Emergency Management budget. COST

Description Code Red

Description of your computation: 33% of expenses
Source: State 825.00

Description DTN Weather Service

Description of your computation: 33% of expenses
Source: State 412.50

Description	Indirect Costs		
Description of your computation:	33% of expenses	Source: State	29,804.94
	Other	Year 1 Total:	<u>31,042.44</u>
YEAR 1 TOTAL: 67,122.03			

12. Sections:

A ASSURANCES

EPCRA ASSURANCES

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

It possesses legal authority to apply for the grant; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Applicant's governing body; authorizing the person identified as the official representative of the Applicant to act in connection with the application and to provide such additional information as may be required.

It agrees that (a) funds granted as a result of this request shall be expended for the purposes set forth in this application and in accordance with all applicable laws, regulations, policies and procedures of the State of Wisconsin; (b) no expenditures will be eligible for inclusion if occurring prior to the effective date of the grant; (c) funds awarded by Wisconsin Emergency Management (WEM) may be terminated at any time for violation of any terms and requirements of this agreement.

In connection with the performance of work under this agreement the Applicant agrees not to discriminate against any employee or Applicant for employment because of age, race, religion, color, handicap, sex, physical condition, or developmental disability as defined in s. 51.01(5) Wis. Stats., arrest or conviction record, sexual orientation, as defined in s. 111.32(13m) Wis. Stat. or national origin, or ancestry, or marital status. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation, and selection for training, including apprenticeship. Except with respect to sexual orientation, the Applicant further agrees to take affirmative action to ensure equal employment opportunities. The Applicant agrees to post in conspicuous places, available for employees and Applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

It shall comply with Section 504, rehabilitation Act of 1973 which prohibits discrimination on the basis of a physical condition or handicap and the Age Discrimination Act of 1975, which prohibits discrimination because of age.

It shall ensure the establishment of safeguards to prevent employees, consultants, or members of the governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties as specified in Wisconsin Statutes 946.10 and 646.13.

The Applicant agrees that, if required by the State Single Audit Guidelines issued by the Department of Administration, it shall provide to the Department of Military Affairs (DMA) an independent financial audit in compliance with such guidelines.

It shall give WEM, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant. This provision shall also apply in the event of termination of this

agreement. Any charges for copies provided by the Applicant of books, documents, papers, records, computer tapes, or computer printouts shall not exceed the actual cost thereof to the Applicant and shall be reimbursed to the Applicant by WEM.

It shall maintain such records as required by State and Federal law. The minimum acceptable financial records consist of: 1) documentation of employee time; 2) documentation of all materials, supplies, and travel expenses; 3) inventory records and supporting documentation for allowable equipment purchased to carry out the program scope; 4) rational supporting allocation of space charges; 5) any other records that support charges to program funds. The Applicant must maintain sufficient segregation of program accounting records from other programs and / or projects.

This grant shall be governed under the laws of the State of Wisconsin.

The Applicant will indemnify and save harmless the State and all of its officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Applicant, or of any of its contractors, in prosecuting work under this agreement.

It shall comply at all times with and observe all State, Federal, and Local laws, ordinances, and regulations that are in effect during the period of this grant and that in any manner affect the work or its conduct.

In carrying out any provisions of the Agreement or in exercising any power or authority granted on behalf of WEM, there shall be no personal liability upon WEM, being understood that in such matters WEM acts as agent and representative of the State.

RESPONSE:

I agree to the Assurances

ASSURANCES - RELATED ATTACHMENTS:

File Name

File Description

B REQUIRED ATTACHMENTS

Please upload the following items.

1. Signed Plan of Work Agreement.
2. Signed Position Descriptions.
3. List of Offsite Facility Plans updates and New Offsite Facility Plan(s) to be completed (WHOPRS Planning Facility Report).
4. LEPC Membership List

RESPONSE:

We are requesting a two month extension on the signed POW Agreement. I must take this to the Finance Committee, which does not meet until September and then two readings of the county board. Once it comes back, it will have to be routed for signatures from various officials.

REQUIRED ATTACHMENTS - RELATED ATTACHMENTS:

File Name

File Description

2019 LEPC List.pdf

LEPC Membership

13. **Performance Measures:**

Required:

<u>Measure Title</u>	<u>Measure Type</u>	<u>Target</u>	<u>Target Type</u>	<u>Description</u>
EPCRA Countywide Plan	Outcome	1.00	Unit Count	Complete an update of the EPCRA Countywide Plan; including plan review guide & signed transmittal.
EPCRA Exercise(s)	Outcome	1.00	Unit Count	Conduct EPCRA exercise(s) to meet requirements for 2020-23 EPCRA exercise cycle.
EPCRA Outreach Initiatives	Outcome	3.00	Unit Count	Complete 3 EPCRA outreach initiatives.
Facility Offsite Plan Updates	Outcome	18.00	Unit Count	Complete the required minimum number of facility offsite plan updates; including plan review guide & signed transmittal.
LEPC Administrative Functions	Outcome	100.00	Percent	Complete required LEPC administrative functions, including: review of LEPC ByLaws, publish annual public notice & designate compliance inspector. If all are completed enter 100%.
LEPC Meeting	Outcome	1.00	Unit Count	Conduct 1 County LEPC meeting.
New Facility Offsite Plans	Outcome	0.00	Unit Count	Complete the appropriate number of new facility offsite plans identified; including plan review guide & signed transmittal.

15. **Attachments:**

List of Attachments required for submission of this Application for funding:

Section: Required Attachments

File Name

2019 LEPC List.pdf

FFY2020 EPCRA Grant
 PlanningReport_8_22_2019.pdf

Position Description.pdf

File Description

LEPC Membership

Planning Facilities

Position Description

PLAN OF WORK AGREEMENT
for the
Emergency Planning and Community Right to Know Act
(EPCRA) Planning and Administration Grant

Applicant: Racine County

I hereby certify that all data provided in this grant application are true and correct. I have read and understand the grant assurances, project deliverables, financial deliverables, including post-award special conditions/reporting requirements.

I understand that receipt of State funds under the Emergency Planning and Community Right to Know Act (EPCRA) Planning and Administration Grant are dependent upon successful completion of the EPCRA project and financial deliverables including post-award special conditions/reporting requirements.

I understand that failure to complete the EPCRA project and financial deliverables including post-award special conditions/reporting requirements as agreed to and within the prescribed time frames will result in the delay or loss of grant funds.

APPLICATION:

Award Amount Eligible For Under EPCRA: **36,232** (estimated)

Head of County Emergency Management (Signature)

Date

County Board Chair / Executive / Administrator
(Signature) Chair/President/Elected Official (Signature)

Date

CLOSE-OUT REPORT:

Award Amount Eligible For Under EPCRA: (final award amount)

We have prepared / reviewed the attached twelve (12)-month progress report and are submitting it to Wisconsin Emergency Management for approval.

Head of County Emergency Management (Signature)

Date

County Board Chair / Executive / Administrator (Signature)
Chair/President/Elected Official (Signature)

Date

REQUEST FOR COUNTY BOARD ACTION

YEAR	2019	X	Resolution Request
			Ordinance Request
			Report Request

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

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) If a person is not in attendance the item may be held over.

Does the County Executive know of this request: No

If related to a position or position change, Does the Human Resources Director know of this request:

Does this request propose the expenditure, receipt or transfer of any funds? yes

If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 9/4/2019 Date of County Board Meeting to be Introduced: 9/10/2019

1st Reading: [x] 1st & 2nd Reading: [] *

* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee:

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Acceptance of a State of Wisconsin Bureau of Transportation Safety Seat Belt Enforcement Grant in the amount of \$42,000 and the transfer of funds within the Sheriff's Office Grant 2019 Budget and the transfer of \$5,000 from the Sheriff's Office 2019 budget to the Sheriff's Grants 2019 Budget

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

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.

If requesting a multi year contract a copy of the contract or draft contract must be attached

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows 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.

SEPT-4-19

FISCAL NOTE RESOLUTION NO:

EXHIBIT "A"

Fiscal Year: **2019**

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	CURRENT BALANCE	TRANSFER	BUDGET AFTER TRANSFER	BALANCE AFTER TRANSFER
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SHERIFF'S OFFICE

2019 BUDGET BOOK PAGES 28-12 & 28-13

WAGES	11800000.401000	9,077,847	3,869,942	(3,906)	9,073,941	3,866,036
WORK COMP	11800000.402210	161,130	65,244	(64)	161,066	65,180
SOCIAL SECURITY	11800000.402220	751,576	317,517	(299)	751,277	317,218
RETIREMENT	11800000.402230	1,633,463	672,740	(659)	1,632,804	672,081
PUBLIC LIABILITY	11800000.436000	181,851	73,144	(72)	181,779	73,072

SHERIFF'S OFFICE - GRANTS

NOT IN BUDGET BOOK

19-20 SEAT BELT GRNT	NEW ACCOUNT	0	0	(42,000)	(42,000)	(42,000)
TOTAL SOURCES				(47,000)		

SHERIFF'S OFFICE - GRANTS

NOT IN BUDGET BOOK

19-20 SEAT BELT WAGES	NEW ACCOUNT	0	0	3,906	3,906	3,906
19-20 SEAT BELT OT	NEW ACCOUNT	0	0	15,624	15,624	15,624
19-20 SEAT BELT W/C	NEW ACCOUNT	0	0	320	320	320
19-20 SEAT BELT SS	NEW ACCOUNT	0	0	1,494	1,494	1,494
19-20 SEAT BELT RTMT	NEW ACCOUNT	0	0	3,295	3,295	3,295
19-20 SEAT BELT C/S WATERFORD	NEW ACCOUNT	0	0	11,000	11,000	11,000
19-20 SEAT BELT C/S BURLINGTON	NEW ACCOUNT	0	0	11,000	11,000	11,000
19-20 C/S SEAT BELT PL	NEW ACCOUNT	0	0	361	361	361
TOTAL USES				47,000		
				0		

TERM OF THE GRANT IS 10/1/19 - 9/30/20

THE GRANT REQUIRES A 25% MATCH AND EACH MUNICIPALITY IS REQUIRED TO COVER THEIR OWN PORTION.

ANY FUNDS REMAINING AT THE END OF 2019 THE FUNDS WILL AUTOMATICALLY BE CARRIED FORWARD INTO 2020



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

To: Finance Committee

From: Sgt. A. Schmidt

Ref: BOTS Taskforce and equipment grants

Finance Committee members,

We request the approval for reimbursement grants from Bureau of Transportation Safety. The grants are as follow:

1. BOTS ID #FG-2020-RACINE C-05059 This is a \$60,000.00 grant we share with Kenosha Sheriff for impaired driving.
2. BOTS ID #FG-2020-RACINE C-05060 This is a \$42,000.00 grant we share with Town of Waterford and City of Burlington for seatbelt enforcement

BOTS ID #FG-2020-RACINE C-05059 grant is a taskforce grant that allows us to send out deputies in deployments between the hours of 6:00pm and 4:30am to target impaired drivers. We administer the grant and work with Kenosha County Sheriff. The overall grant amount is \$60,000 Racine County Sheriff receives \$40,000 and Kenosha County Sheriff receives \$20,000. Each department is required to provide a local match of 25% of received funds.

BOTS ID #FG-2020-RACINE C-05060 grant is a taskforce grant that allows us to send out deputies in deployments to target seatbelt use anytime during the day or night. We administer this grant and work with the Town of Waterford Police Department and the City of Burlington Police Department. The overall grant is \$42,000 Racine County Sheriff receives \$20,000, Town of Waterford \$11,000, and City of Burlington \$11,000. Each department is required to provide a local match of 25% of received funds.

Thank you for your consideration,

Sgt. Aaron Schmidt #7688
Racine County Sheriff's Office

"A Tradition Since 1836"

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

General Information

Proposed Project Title: Seat Belt Enforcement
Federal funding source: National Highway Traffic Safety Administration (NHTSA)
Type of Municipality: County
Applicant/Sub-Recipient Agency/County: Racine County
Enforcement Area: Racine County
Agency Federal Employer ID (FEIN): 396005734
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: Sergeant
Address: 717 Wisconsin Ave
City: Racine
State: Wisconsin
Zip Code: 53403
Phone: 262-886-8495
E-mail Address: aaron.schmidt@racinecounty.com

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

Problem Identification/Project Justification

In preliminary 2018, 36.7% of persons killed and 21.7% 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 89.3% in 2018; however, Wisconsin seat belt use still remains about three tenths of one percent lower than the national average. It has been estimated that seat belt use by motor vehicle occupants in Wisconsin prevents more than 293 traffic related fatalities and more than 8,000 serious injuries annually.

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

For crash data and other resources available at the county level, please visit Community Maps at <https://transportal.cee.wisc.edu/partners/community-maps/>

Activity Description

This grant will be conducted throughout Western Racine County. From I-41 to the West County Line. Specifically targeting the I-41 corridor, Town and Village of Waterford and City and Town of Burlington (the latter is under contract with Racine County Sheriff).

The funds will be split in the following manner:

Racine County Sheriff / Town of Burlington \$20,000

Town of Waterford PD \$11,000

City of Burlington PD \$11,000

RPM/SPM Notes

This is an Occupant Protection (seatbelt) Taskforce Grant.

The members of the taskforce is as follows: Racine County West Occupant Protection Taskforce

Racine County Sheriff's Department
Burlington Police Department
Town of Burlington Police Department
Town of Waterford 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 \$42,000.00 and a detailed funding allocation plan to participating taskforce member agencies shall be submitted. Grantee is prohibited from using grant funds to supplant existing state or local expenditures.

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 and the use Community Maps as a guide for scheduling deployment locations:

"For crash data and other resources available at the county level, please visit Community Maps at <https://transportal.cee.wisc.edu/partners/community-maps/>"

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, our goals are to make a traffic stop every 45 minutes in an attempt to educate the motoring public on the need to wear seat belts. We will also provide education to the public through the use of strict enforcement as well as outreach through social media and local media.

[✓] I agree to the terms and conditions above.

Policy Requirements

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 purchasing equipment other than that listed in approved grant application
- 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
- Required to comply with Buy America

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

2 C.F.R. §200, Subpart F Single Audit requirements

****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 2 CFR Part 200 audit is required if your political entity expends more than \$750,000 in federal funds during your fiscal year.

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

Annual 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, Governors Conference, Regional Training or online) and the date of training.

Name	Training Location	Date
Aaron Schmidt	Milwaukee PD	7/30/2019
Jon Fry	Milwaukee PD	7/30/2019

I agree to the terms and conditions above.

Work Plan

Federal Grant Period: Grant activities are funded for one federal fiscal year. Funded fiscal year 2020 activities may begin no earlier than October 1, 2019 and end no later than September 30, 2020. **Grant activity may not begin until grant is in an ACTIVE status.**

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.

Required Mobilization

- December 13th, 2019 – January 1st, 2020 (Drive Sober - Winter)
- May 18th – May 31st, 2020 (Click It Or Ticket National Mobilization)
- August 21st – September 7th, 2020 (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	2	4	7	56
November	2	4	7	56
December	2	4	7	56
January	2	4	7	56
February	2	4	7	56
March	2	4	7	56
April	2	4	7	56
May	2	4	7	56
June	2	4	7	56
July	2	4	7	56
August	2	4	7	56
September	2	4	7	56
TOTAL	24	48	84	672

WORK PLAN ITEMS – Required:

Organization: Racine County Sheriff's Office

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 and agency deployments will require justification added to the monthly activity report .
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 24 deployments for a total of 672 enforcement hours.

Grant Reimbursable Hours & Rate:

Grantee's estimate of funded reimbursable hours is based upon an estimated average hourly wage/fringe rate of \$62.50

Total amount of Wage/Fringe Based on above deployments and rate \$42,000.00

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

Funding: Grant funding is based on availability of Federal Grant Funds. Grants and funding may be stopped at any time during the Grant year if funding becomes unavailable.

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	\$42,000.00	\$10,500.00	\$52,500.00
Travel/Mileage	Ineligible		\$0
Training	Ineligible		\$0
Contractual Services	Ineligible		\$0
Equipment	Ineligible		\$0
Materials & Supplies	Ineligible		\$0
Other	Ineligible		\$0
Total	\$42,000.00	\$10,500.00	\$52,500.00

Budget Amendments:

If work plan or other documentation must be changed after the grant is in active status, Grantee must submit an amendment request via the WISE Grants System. Amended activity shall 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

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 and Operations Plan shall be attached to this grant application under "Supporting Documents."

Questions about the Traffic Safety Program or this project should be addressed to the State Program Manager or the Regional Program Manager.

Awarding Agency Official Mailing Address:

Bureau of Transportation Safety

4822 Madison Yards Way, 9th Floor South

Madison, WI 53705

I agree that grant activity will not begin until this grant is in an active status.

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 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

Organization: Racine County Sheriff's Office

General Contract Terms Seatbelt Enforcement

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)]:

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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;

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- 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 ActivitiesCertification 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.

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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

Organization: Racine County Sheriff's Office

General Contract Terms Seatbelt Enforcement

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:

Bureau of Transportation Safety
4822 Madison Yards Way, 9th Floor South
Madison, WI 53705
DOTSafetyGrants@dot.wi.gov

I agree to the terms and conditions above.

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

Funded Grants 2020

FG-2020-RACINE C-05060

Organization: Racine County Sheriff's Office

Supporting Documentation

[http://www.wigrants.gov/ Upload/315263_353416-2020GenericOP.docx](http://www.wigrants.gov/Upload/315263_353416-2020GenericOP.docx)

REQUEST FOR COUNTY BOARD ACTION

YEAR <u>2019</u>	<input checked="" type="checkbox"/>	Resolution Request Ordinance Request Report Request
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Requestor/Originator: Sheriff's Office - Sheriff Christopher Schmaling

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading)
 If a person is not in attendance the item may be held over. _____

Does the County Executive know of this request: No

If related to a position or position change, Does the Human Resources Director know of this request: _____

Does this request propose the expenditure, receipt or transfer of any funds? yes

If the answer is "YES". A fiscal note is required. If Fiscal Note is not created by Finance, send to Finance & Budget Manager before it goes to Committee.

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date Considered by Committee: 9/4/2019 Date of County Board Meeting to be Introduced: 9/10/2019

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

* If applicable, include a paragraph in the memo explaining why 1st and 2nd reading is required.

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Acceptance of a State of Wisconsin Bureau of Transportation Safety Impaired Driving Enforcement Grant in the amount of \$60,000 and the transfer of funds within the Sheriff's Office Grant 2019 Budget and the transfer of \$10,000 from the Sheriff's Office 2019 budget to the Sheriff's Grants 2019 Budget

The suggested title should contain what the Committee is being asked to take action on (ex: Authorize, Approve) . If the action includes a transfer this must be included in the title.

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.

If requesting a multi year contract a copy of the contract or draft contract must be attached

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows 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.

SEPT-4-19

FISCAL NOTE RESOLUTION NO:

EXHIBIT "A"

Fiscal Year: **2019**

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	CURRENT BALANCE	TRANSFER	BUDGET AFTER TRANSFER	BALANCE AFTER TRANSFER
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SHERIFF'S OFFICE

2019 BUDGET BOOK PAGES 28-12 & 28-13

WAGES	11800000.401000	9,077,847	3,869,942	(7,812)	9,070,035	3,862,130
WORK COMP	11800000.402210	161,130	65,244	(128)	161,002	65,116
SOCIAL SECURITY	11800000.402220	751,576	317,517	(598)	750,978	316,919
RETIREMENT	11800000.402230	1,633,463	672,740	(1,317)	1,632,146	671,423
PUBLIC LIABILITY	11800000.436000	181,851	73,144	(145)	181,706	72,999

SHERIFF'S OFFICE - GRANTS

NOT IN BUDGET BOOK

19-20 SEAT BELT GRNT	NEW ACCOUNT	0	0	(60,000)	(60,000)	(60,000)
TOTAL SOURCES				(70,000)		

SHERIFF'S OFFICE - GRANTS

NOT IN BUDGET BOOK

19-20 IMPAIRED DRIVER WAGES	NEW ACCOUNT	0	0	7,812	7,812	7,812
19-20 IMPAIRED DRIVER OT	NEW ACCOUNT	0	0	31,248	31,248	31,248
19-20 IMPAIRED DRIVER W/C	NEW ACCOUNT	0	0	640	640	640
19-20 IMPAIRED DRIVER SS	NEW ACCOUNT	0	0	2,988	2,988	2,988
19-20 IMPAIRED DRIVER RTMT	NEW ACCOUNT	0	0	6,589	6,589	6,589
19-20 IMPRD DRIVER C/S KENOSHA	NEW ACCOUNT	0	0	20,000	20,000	20,000
19-20 C/S SEAT BELT PL	NEW ACCOUNT	0	0	723	723	723

TOTAL USES

70,000

0

TERM OF THE GRANT IS 10/1/19 - 9/30/20

THE GRANT REQUIRES A 25% MATCH AND EACH MUNICIPALITY IS REQUIRED TO COVER THEIR OWN PORTION.

ANY FUNDS REMAINING AT THE END OF 2019 THE FUNDS WILL AUTOMATICALLY BE CARRIED FORWARD INTO 2020



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

To: Finance Committee

From: Sgt. A. Schmidt

Ref: BOTS Taskforce and equipment grants

Finance Committee members,

We request the approval for reimbursement grants from Bureau of Transportation Safety. The grants are as follow:

1. BOTS ID #FG-2020-RACINE C-05059 This is a \$60,000.00 grant we share with Kenosha Sheriff for impaired driving.
2. BOTS ID #FG-2020-RACINE C-05060 This is a \$42,000.00 grant we share with Town of Waterford and City of Burlington for seatbelt enforcement

✱ BOTS ID #FG-2020-RACINE C-05059 grant is a taskforce grant that allows us to send out deputies in deployments between the hours of 6:00pm and 4:30am to target impaired drivers. We administer the grant and work with Kenosha County Sheriff. The overall grant amount is \$60,000 Racine County Sheriff receives \$40,000 and Kenosha County Sheriff receives \$20,000. Each department is required to provide a local match of 25% of received funds.

BOTS ID #FG-2020-RACINE C-05060 grant is a taskforce grant that allows us to send out deputies in deployments to target seatbelt use anytime during the day or night. We administer this grant and work with the Town of Waterford Police Department and the City of Burlington Police Department. The overall grant is \$42,000 Racine County Sheriff receives \$20,000, Town of Waterford \$11,000, and City of Burlington \$11,000. Each department is required to provide a local match of 25% of received funds.

Thank you for your consideration,

Sgt. Aaron Schmidt #7688
Racine County Sheriff's Office

"A Tradition Since 1836"

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

General Information

Proposed Project Title: **IMPAIRED DRIVING ENFORCEMENT**
Federal funding source: National Highway Traffic Safety Administration (NHTSA)
Type of Municipality: County
Applicant/Sub-Recipient Agency/County: Racine County
Enforcement Area: Racine and Kenosha Counties
Agency Federal Employer ID (FEIN): 396005734
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: Sergeant
Address: 717 Wisconsin Ave
City: Racine
State: Wisconsin
Zip Code: 53403
Phone: 262-886-8495
E-mail Address: aaron.schmidt@racinecounty.com

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

Problem Identification/Project Justification

Alcohol-impaired Driving: In Wisconsin during 2018 alcohol was listed as a contributing factor in 4.3% of all crashes. 27.3% of all fatal vehicle crashes in 2018 were alcohol-related, resulting in 159 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 6:00 P and 4:30A.

For crash data and other resources available at the county level, please visit Community Maps at

<https://transportal.cee.wisc.edu/partners/community-maps/>

Activity Description

The funds for this grant will be split in the following manner: Racine County \$40,000 and Kenosha County \$20,000. The deployments will be done in both Kenosha and Racine Counties along the following routes: STH 32, STH 31, I-41, and US 45.

RPM/SPM Notes

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

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

Kenosha County Sheriff's Department

Racine 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 \$60,000.00 and a detailed funding allocation plan to participating taskforce member agencies shall be submitted. Grantee is prohibited from using grant funds to supplant existing state or local expenditures.

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 and the use Community Maps as a guide for scheduling deployment locations:

"For crash data and other resources available at the county level, please visit Community Maps at <https://transportal.cee.wisc.edu/partners/community-maps/>"

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 - 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 on traffic stop every 45 minutes. The grant will be worked in conjunction with Kenosha County Sheriff. We will focus on educating the motoring public on the dangers of driving while impaired. This will be accomplished through strict enforcement, social media, and local media outreach.

I agree to the terms and conditions above.

Policy Requirements

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 purchasing equipment other than that listed in approved grant application
- 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
- Required to comply with Buy America

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

2 C.F.R. §200, Subpart F Single Audit requirements

****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 2 CFR Part 200 audit is required if your political entity expends more than \$750,000 in federal funds during your fiscal year.

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

Annual 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, Governors Conference, Regional Training or online) and the date of training.

Name	Training Location	Date
Aaron Schmidt	Milwaukee PD	7/30/2019
Jon Fry	Milwaukee PD	7/30/2019

I agree to the terms and conditions above.

Work Plan

Federal Grant Period: Grant activities are funded for one federal fiscal year. Funded fiscal year 2020 activities may begin no earlier than October 1, 2019 and end no later than September 30, 2020. **Grant activity may not begin until grant is in an ACTIVE status.**

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.

Required Mobilizations

- December 13th, 2019 – January 1st, 2020 (Drive Sober - Winter)
- May 18th – May 31st, 2020 (Click It Or Ticket National Mobilization)
- August 21st – September 7th, 2020 (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	1	4	6	24
November	4	4	6	96
December	3	4	6	72
January	3	4	6	72
February	3	4	6	72
March	3	4	6	72
April	3	4	6	72
May	4	4	6	96
June	4	4	6	96
July	4	4	6	96
August	4	4	6	96
September	4	4	6	96
TOTAL	40	48	72	960

Organization: Racine County Sheriff's Office

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 and agency deployments will require justification added to the monthly activity report
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 40 deployments for a total of 960 enforcement hours.

Grant Reimbursable Hours & Rate:

Grantee's estimate of funded reimbursable hours is based upon an estimated average hourly wage/fringe rate of \$62.50

Total amount of Wage/Fringe Based on above deployments and rate \$60,000.00

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.

Organization: Racine County Sheriff's Office

Budget Request

Funding: Grant funding is based on availability of Federal Grant Funds. Grants and funding may be stopped at any time during the Grant year if funding becomes unavailable.

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	\$60,000.00	\$15,000.00	\$75,000.00
Travel/Mileage	Ineligible		\$0
Training	Ineligible		\$0
Contractual Services	Ineligible		\$0
Equipment	Ineligible		\$0
Materials & Supplies	Ineligible		\$0
Other	Ineligible		\$0
Total	\$60,000.00	\$15,000.00	\$75,000.00

Budget Amendments:

If work plan or other documentation must be changed after the grant is in active status, Grantee must submit an amendment request via the WISE Grants System. Amended activity shall 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.

Organization: Racine County Sheriff's Office

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

Organization: Racine County Sheriff's Office

General Contract Terms Impaired Driving Enforcement

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)]:

Organization: Racine County Sheriff's Office

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

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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 ActivitiesCertification 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

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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

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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:

Bureau of Transportation Safety
4822 Madison Yards Way, 9th Floor South
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

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FG-2020-RACINE C-05059

Supporting Documentation

[http://www.wigrants.gov/ Upload/315260_353416-2020GenericOP.docx](http://www.wigrants.gov/Upload/315260_353416-2020GenericOP.docx)