

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

Supervisor Robert N. Miller, Chairman
Supervisor Q.A. Shakoor, II, Vice Chairman
Supervisor Rusty Clark, Secretary
Supervisor Nick Demske
Supervisor Tom Pringle

Supervisor Don Trotter
Supervisor John A. Wisch
William Klaus, Youth in Governance Representative
Owen Thomsen, Youth in Governance Representative

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DO NOT ATTEND THIS MEETING if you are experiencing any of these symptoms or if you have been in contact with anyone with these symptoms: **shortness of breath or difficulty breathing, cough, chills, nasal congestion, sore throat, fatigue, loss of sense of taste or smell, fever greater than 100.4.**

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NOTICE OF MEETING OF THE
FINANCE AND HUMAN RESOURCES COMMITTEE

DATE: **WEDNESDAY February 16, 2022**

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

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

*****NOTE: THIS AGENDA INCLUDES A CLOSED SESSION NEAR THE BEGINNING OF THE MEETING. AT THAT TIME, THE GENERAL LINE WILL REMAIN ACTIVE, BUT MUTED. AFTER THE CLOSED SESSION IS COMPLETED, THE LINE WILL BE UNMUTED. *****

AGENDA –

1. Convene Meeting
2. Chairman Comments – Youth in Governance/Comments
3. Public Comments
4. Approval of Minutes from the February 2, 2022, committee meeting – Action of the Committee only

5. Racine County Economic Development Corporation – Carolyn Engel – Status of the Racine County Matching Grant Program – Year End 2021 – Action of the Committee only
6. Human Resources – Sarah Street – Authorization to update salary grade N010 to provide a minimum beginning wage of \$15 per hour – Resolution – Requested action: 1st Reading at the February 22, 2022, County Board Meeting.
7. Human Resources – Sarah Street - Establishing the total annual compensation of the Clerk of Courts, County Sheriff, and County Executive for the years 2023, 2024, 2025, and 2026 – Resolution – Requested action: 1st Reading at the February 22, 2022, County Board Meeting.
8. Human Services – Hope Otto – Authorization of agreement between the State of Wisconsin Department of Agriculture, Trade, and Consumer Protection and Racine County Public Health Division. – Resolution – Requested action: 1st and 2nd Reading at the February 22, 2022, County Board Meeting.
9. Transfer
 - a. Human Services – Hope Otto – Authorization of a new ARPA project for Youth Summer Jobs, Creation of one E40, Youth Vocational Coordinator effective 03/09/2022 and the transfer of \$250,000 within the APRA 2022 Budget. – 2022 – Resolution – 1st Reading at the February 22, 2022, County Board Meeting.
10. Closed Session – (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 WITH LEGAL COUNSEL CLAIMS AGAINST RACINE COUNTY: 1) JOSIE NORDLING AND 2) DERRLY GIVENS.

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

11. Communication & Report Referrals from County Board Meeting:

a. Bankruptcy Items:

Type of Action	Person(s)
Chapter 13 Order of Discharge	Jerome and Stacy Cannon; Vicki Holm; Corey and Ebony Turner; Laquetta Craig; Olivia Bagley; Chelia Hughlett; Ryan Treiber
Chapter 13 Order Dismissing Case	Derek Price; Cortashia Norris; Dennis Fisher
Chapter 13 Order Confirming Plan	Mark Fiorita; Jerome and Pamela Seidl; Kendra Simpson
Chapter 13 Notice and Motion to Dismiss Confirmed Plan	Kevin and Erin Richtsmeier; Bryan Zimmerman; Ramon and Sara Anchondo
Chapter 13 Notice of Bankruptcy Case	Treveon Thaggard; Jason and Jessica Tavalacci; Jordan Zahn; Steven Brice
Chapter 13 Notice of Request to Amend Unconfirmed Plan	Vanessa Boutwell-Belcher
Chapter 13 Order Modifying Confirmed Plan	Summer Hill; Markus and Nicki McCann; James McPhee; Robert and Freda Barkley

Chapter 13 Notice of Motion and Motion for Referral to Mortgage Modification Mediation Program	Jeffrey Urquhart
Chapter 7 Notice of Bankruptcy Case – No Proof of Claim Deadline	Virginia Cluey

b. Foreclosure items:

Attorney	Lender	Person/Persons	Amount owed Racine
Shawn Hillmann	Citibank, N.A. as trustee for CMLTI Asset Trust	David and Amy Van Ruden	\$1,400.35
Patricia Lonzo	Wells Fargo Bank, N.A.	Derrick Wells	\$1,594.36
William Patacsil	Federal Home Loan Corporaton	Anthony and Sheryl Lentz	\$1,734.03
Patricia Lonzo	Sun West Mortgage Company, Inc.	Miguel Saldana III	None Disclosed

c. Derryl Givens has filed a claim against Racine County in the amount of \$2,620.59 for property damage.

d. Shannon Kurth has filed a claim against Racine County in the amount of \$1,765.26 for property damage.

12. Staff Report – No Action Items. Finance & Human Resources Committee – Next Meeting will be February 23, 2022.

13. Adjournment

FINANCE & HUMAN RESOURCES COMMITTEE ACTION ONLY

Requestor/Originator Finance & Human Resources Committee

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date of Committee Meeting: 2/16/2022

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

Description: Minutes from the February 2, 2022 FHR Meeting

Action: **County Board Supervisors**
 Approve
 Deny

Youth In Governance
 Approve
 Deny

REQUEST FOR COUNTY BOARD ACTION

YEAR	2022		Resolution Request
			Ordinance Request
		X	Information Only
			Report Request

Requestor/Originator: Finance Department - Gwen Zimmer

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) RCEDC Carolyn Engel

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? 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 Resources Committee

Date Considered by Committee: 2/16/2022 Date of County Board Meeting to be Introduced:

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:

Racine County Economic Development Corp. (RCEDC) Year-end 2021 Status of the Racine County Matching Grant Program.

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.

MEMORANDUM

TO: RACINE COUNTY BOARD
FINANCE AND HUMAN RESOURCE COMMITTEE

FROM: CAROLYN ENGEL, BUSINESS FINANCE MANAGER
ANDREA SAFEDIS, PORTFOLIO SERVICING SPECIALIST

DATE: JANUARY 20, 2021

SUBJECT: STATUS OF THE RACINE COUNTY MATCHING GRANT PROGRAM
2021 YEAR END

The purpose of this memorandum is to provide Racine County (“County”) with the 2021 Year End Report for the Racine County Matching Grant Program (“MGP”) that is administered on behalf of the County by Racine County Economic Development Corporation (“RCEDC”).

I. Overview of the Program

Historically, two grant programs were established for Racine County businesses (for manufacturing and minority owned businesses) in 2004 and 2006, respectively.

The goal of the Manufacturing Renewal Grant (MRG) program: “to address the economic downturn of manufacturers and the related job losses in Racine County. The program could underwrite training and consulting services designed to support manufacturers thus helping them stay in business and continue to retain or provide jobs for Racine County residents.”

The goal of the Minority Matching Grant (MMG) program: to provide a means for the small and medium sized businesses to “obtain professional services necessary to establish a strong foundation for continued business growth...stay in business and provide jobs for Racine County residents.”

In 2016 County Board members provided RCEDC with guidance on how to streamline the grant program, incorporate job creation criteria, and improve the approval process. At that time, the Grant programs were combined into one.

In 2018, the Board approved the following changes to the grant program:

- 1) Increase grant amounts from \$2,500 to \$5,000.
- 2) Addition of Veteran owned businesses as eligible applicants; and
- 3) Reduction of time required for the business to have been established and generating sales; reduced from two years to one year.

In 2021, the County Board approved the following changes to the program:

- 1) Limit MGP Grant applications from a business and any of its affiliates to a total of \$5,000 annually.

- 2) Limit the number of years an applicant, including all its affiliates, can apply for funds to three years.
- 3) Allow program funds to be used for a new Coaching Council program being established by RCEDC.

II. Eligibility Requirements

The goal of the MGP is to provide a means for the existing small and medium sized Racine County companies to obtain professional services necessary for a strong foundation for continued business growth and provide jobs for Racine County residents. The MGP is a reimbursement based matching grant program up to \$5,000 per business per year to support training costs and marketing consultants. Companies are eligible for MGP funds based on meeting the following criteria:

- Located in Racine County;
- For profit entity;
- Been in operation for more than one continuous year (from the date of the first sale);
- Less than 200 employees at the Racine County location;
- Less than \$25 million in gross annual US Sales;
- Manufacturer with NAICS code of 31, 32, or 33; or 51% owned by ethnic/racial minority; or 51% owned by a women; 51% owned by a Veteran; or a manufacturing company that was recruited by RCEDC who has begun its Racine County operations with a sales office or distribution facility with the intent to establish a manufacturing operation in Racine County within a defined period of time; or a Company enrolled in the RCEDC/RAMAC Living as a Leader program or the RCEDC CEO Roundtable;
- Working with one of the following Racine County partner organizations: RCEDC (loan recipient or engaged in an incentive agreement); Gateway Technical College training program; Racine Area Manufacturers and Commerce (“RAMAC”) training; Wisconsin Women’s Business Initiative Corporation (“WWBIC”) loan recipient, class, training; Small Business Development Center (“SBDC”) class, training, consulting; Independent Consultant (deemed appropriate by RCEDC Staff and Loan Advisory Committee); RCEDC CEO Roundtable; and RCEDC/RAMAC Living as a Leader Program; and
- Current with all Racine County real estate taxes and certify that the company is current with all other financial obligations and taxes.

RCEDC staff reviews each of the applications received to ensure the applicant meets the eligibility criteria identified above and works with the applicant, if requested, to complete an application. RCEDC staff makes a recommendation to the RCEDC Loan Advisory Committee for approval of the grant application.

III. REPORT

This report covers the period of January 1, 2021 – December 31, 2021.

Program Accounting

2020 MGP Carry Forward	\$8,355.94
2021 MGP Initial Allocation	\$75,000.00
Total Available for Grants in 2021	\$83,355.94
2021 Grant Approvals	\$83,322.00

2021 Year End Results:

- \$83,322.00 in Total Grants Approved
- 26 Small Businesses Approved
- Approved Grants Include:
 - 5 manufacturers
 - 12 women-owned
 - 8 ethnic minority-owned
 - 1 – Asian-Pacific Origin
 - 1 – Asian-Indian
 - 5 – African American
 - 1 – Hispanic
 - 9 participating in the CEO Roundtable Program
 - 2 participating in Living as a Leader Program
- The 26 Small Business are in the following communities:
 - Burlington: 2
 - Caledonia: 2
 - City of Racine: 15
 - Mount Pleasant: 3
 - Sturtevant: 1
 - Town of Dover: 1
 - Waterford: 1
 - Yorkville: 1

The 26 small businesses approved employ 475.5 Full Time Equivalent Employees. One year following the grant award, the companies are required to report on any changes in the number of employees.

Ethnic Minority Groups

At the request of the Committee, RCEDC staff has compiled data on the ethnic minority groups which have been awarded MGP funds since RCEDC has led the administration of the program. This data is detailed below:

2016					
	African American	Hispanic	Asian-Pacific	Asian-Indian	Woman Owned
MGP Awards	4%	4%	4%	0%	27%
County Demographics	12%	13.6%	1.3%	1.3%	50.4%
Number of Applicants	1	1	1	0	7
2017					
	African American	Hispanic	Asian-Pacific	Asian-Indian	Woman Owned
MGP Awards	17%	0%	0%	0%	30%
County Demographics	12%	13.6%	1.3%	1.3%	50.4%
Number of Applicants	4	0	0	0	7

2018					
	African American	Hispanic	Asian-Pacific	Asian-Indian	Woman Owned
MGP Awards	12%	4%	4%	0%	38%
County Demographics	12%	13.6%	1.3%	1.3%	50.4%
Number of Applicants	3	1	1	0	10
2019					
	African American	Hispanic	Asian-Pacific	Asian-Indian	Woman Owned
MGP Awards	14%	0%	3.4%	7.0%	45%
County Demographics	12%	13.6%	1.3%	1.3%	50.4%
Number of Applicants	4	0	1	2	12
2020					
	African American	Hispanic	Asian-Pacific	Asian-Indian	Woman Owned
MGP Awards	12%	0%	4%	4%	32%
County Demographics	12%	13.6%	1.3%	1.3%	50.4%
Number of Applicants	3	0	1	2	8
2021					
	African American	Hispanic	Asian-Pacific	Asian-Indian	Woman Owned
MGP Awards	19%	4%	4%	4%	46%
County Demographics	12%	13.6%	1.3%	1.3%	50.4%
Number of Applicants	5	1	1	1	12

2020 Year End Jobs Report								
Company Name	Community/ County	Company Description	MGP Total Disbursement	MGP Partner	MGP Qualifier	Project Details	MGP Application Job Count	MGP One Year Job Count
A M I, Inc	Mount Pleasant	Computer & Office Equipment Wholesalers	\$ 4,875.00	RCEDC	CEO Roundtable; Living as a Leader	CEO Roundtable & Living As A Leader	35	35
Atlas Medical	City of Racine	Medical Instruments Manufacturing	\$ 5,000.00	Independent Consultant	Manufacturer	Logo/Web Development & Product & Tooling Training	3	5
Bon Bon Belle, Inc. dba Christy's Bon Bon Belle Bridal	Burlington	Bridal Shop	\$ 3,792.50	Independent Consultant	Women Owned	Action Coach & Industry Conference	18	20
Bon Voyage Cruise & Vacations, Inc.	Waterford	Travel Agency	\$ 5,000.00	RCEDC	Women Owned	Marketing & Web Updates due to COVID	9	6
Clearcom, Inc.	Caledonia	Audio & Video Equipment Manufacturing	\$ 1,700.00	RCEDC	CEO Roundtable	CEO Roundtable	30	22
Designs Touch LLC	City of Racine	Custom Computer Programming Services	\$ 1,200.00	RCEDC	Racial/Ethnic Minority	Marketing with Bipper Media	2	4
Econoprint of Racine, Inc.	City of Racine	Commercial Printing	\$ 1,700.00	RCEDC	CEO Roundtable; Manufacturer	CEO Roundtable	13	14
FISCHER USA, Inc.	City of Racine	Handtool, Cutlery, & Flatware Manufacturing Previously Fischer Precise USA	\$ 1,700.00	RCEDC	CEO Roundtable; Manufacturer	CEO Roundtable	65	59
iDental	Mount Pleasant	Badger Care dental provider identalfrontdesk@gmail.com	\$ 5,000.00	RCEDC	Racial/Ethnic Minority	CEO Roundtable & 3D Dental Training	42	45
iDental Lab LLC	Mount Pleasant	Dental lab that makes dentures and partials	\$ 5,000.00	RCEDC	Racial/Ethnic Minority	Digital Advertising w/Facebook & Google	3	5
Marathon CC LLC dba CarpetsPlus	City of Racine	Flooring Store	\$ 3,483.34	Independent Consultant	Women Owned	Web Development & Branding/Advertising	5	7
Marini Manufacturing	City of Racine	Machine Shops	\$ 1,700.00	RCEDC	CEO Roundtable; Manufacturer	CEO Roundtable	25	20
Mercantile Hall	Burlington	Lessors of Nonresidential Buildings	\$ 4,053.00	Independent Consultant	Women Owned	Action Coach & Industry Conference	10	22
My Bread Bakery, LLC	City of Racine	Bakery goods manufacturer	\$ 4,958.50	RCEDC	Manufacturer	Industry Expo	2	2.5
Priority	Caledonia	Specialty Sign Contractors	\$ 1,625.00	Independent Consultant	Manufacturer	Safety Training & Program Development	18	20
Reliance Controls Corporation	City of Racine	Electrical Products Manufacturing	\$ 1,700.00	RCEDC	CEO Roundtable; Manufacturer	CEO Roundtable	48	57
Skyline Landscape Design, LLC	Burlington	Landscaper	\$ 2,001.00	Independent Consultant	Women Owned	Action Coach	10	10
Spee-Dee Packaging Machinery, Inc.	City of Racine	Material Handling Equipment Manufacturing	\$ 1,700.00	RCEDC	CEO Roundtable; Manufacturer	CEO Roundtable	77	90
Varitay Studios	City of Racine	Photography Studio	\$ 4,989.87	Independent Consultant	Women Owned	Web Design with Hibu Marketing	2	5
Winston Automotive & Detail	Mount Pleasant	Auto Repair & Detail Shop	\$ 5,000.00	SBDC	Racial/Ethnic Minority	Website & Marketing thru SBDC	1	7
Wisconsin Metal Products Company	City of Racine	Fabricated Metal Product Manufacturing	\$ 1,700.00	RCEDC	CEO Roundtable; Manufacturer	CEO Roundtable	27	31
Wisconsin Plating Works of Racine, Inc.	City of Racine	Fabricated Metal Product Manufacturing	\$ 4,120.77	Independent Consultant	Manufacturer	Vehicle Signage with Corporate Images	37	34
Totals: 22			\$ 71,998.98				482	520.5

Reason for decline in job numbers:

Bon Voyage - COVID Impact

Clearcom - Sales were not supporting the employees that were staffed.

Fischer USA - Normal attrition and the decision to not replace those lost through that process.

Marini Manufacturing - COVID Impact

Wisconsin Plating - Combination of normal turnover, COVID, and increased unemployment benefits

REQUEST FOR COUNTY BOARD ACTION

YEAR	<u>2022</u>	X	Resolution Request
			Ordinance Request
			Report Request

Requestor/Originator: Human Resource Director - Sarah Street

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. Sarah Street

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: Yes

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 and Human Resources Committee

Date Considered by Committee: 2/16/2022 Date of County Board Meeting to be Introduced: 2/22/2022

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:

Authorization to update salary grade N010 to provide a minimum beginning wage of \$15 per hour

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.

Salary grade N010 will be upgraded to a minimum wage of \$15/hour. This upgrade will have no fiscal impact on Racine County's Budget as the only budgeted employee in the salary grade currently has a wage higher than \$15/hour.

FINANCE COMMITTEE RECOMMENDATION

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

REASONS

FOR	AGAINST

February 8, 2022

TO: Bob Miller
Chairman, Finance and Human Resources Committee

FROM: Sarah Street
Human Resources Director

RE: Updating the range for N010

The current pandemic has highlighted the need for competitive, family-sustaining wages. Hourly wage positions at some of the largest businesses are evaluating their pay structure and providing pay increases to offer at least \$15/hr. This change prompted the Human Resources team to evaluate our current pay grades. After reviewing the County's current pay grades, we found that only one pay grade currently falls below \$15/hr. By proactively adjusting this pay grade, the County will increase the likelihood it will be able to attract and retain employees.

With the approval of this committee, the County will be better positioned in an ever-evolving competitive talent acquisition landscape.

REQUEST FOR COUNTY BOARD ACTION

YEAR	2020	X	Resolution Request
			Ordinance Request
			Report Request

Requestor/Originator: Human Resource Director - Sarah Street

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) Sarah Street
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: Yes

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: 2/16/2022 Date of County Board Meeting to be Introduced: 2/22/2022

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:

Establishing the total annual compensation of the Clerk of Courts, County Sheriff, and County Executive for the years 2023, 2024, 2025, and 2026.

(Prior Resolution 2019-124 - Included in the packet)

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.

Example 1 - All 3%

Elected Position	2020 Base	1/1/2023	% Inc	1/1/2024	% Inc	1/1/2025	% Inc	1/1/2026	% Inc
Clerk of Courts	\$ 85,439	\$ 88,002	3.0%	\$ 90,642	3.0%	\$ 93,362	3.0%	\$ 96,162	3.0%
County Sheriff	108,880	112,146	3.0%	115,511	3.0%	118,976	3.0%	122,545	3.0%
County Executive	119,443	123,026	3.0%	126,717	3.0%	130,519	3.0%	134,434	3.0%
Total	\$ 313,762	\$ 368,102	3.0%	\$ 379,145	3.0%	\$ 388,514	3.0%	\$ 399,165	3.0%

Example 2 - All 4%

Elected Position	2020 Base	1/1/2023	% Inc	1/1/2024	% Inc	1/1/2025	% Inc	1/1/2026	% Inc
Clerk of Courts	\$ 85,439	\$ 88,857	4.0%	\$ 92,411	4.0%	\$ 96,107	4.0%	\$ 99,952	4.0%
County Sheriff	108,880	113,235	4.0%	117,765	4.0%	122,475	4.0%	127,374	4.0%
County Executive	119,443	124,221	4.0%	129,190	4.0%	134,357	4.0%	139,731	4.0%
Total	\$ 313,762	\$ 371,239	4.0%	\$ 386,089	4.0%	\$ 398,598	4.0%	\$ 413,080	4.0%

Example 3 - All 4% 2023, All 3% 2024-2026

Elected Position	2020 Base	1/1/2023	% Inc	1/1/2024	% Inc	1/1/2025	% Inc	1/1/2026	% Inc
Clerk of Courts	\$ 85,439	\$ 88,857	4.0%	\$ 91,522	3.0%	\$ 94,268	3.0%	\$ 97,096	3.0%
County Sheriff	108,880	113,235	4.0%	116,632	3.0%	120,131	3.0%	123,735	3.0%
County Executive	119,443	124,221	4.0%	127,947	3.0%	131,786	3.0%	135,739	3.0%
Total	\$ 313,762	\$ 371,239	4.0%	\$ 382,377	3.0%	\$ 391,843	3.0%	\$ 402,593	3.0%

Example 4 - Sheriff 5% 2023 4% 2024-2026, CoC & CE 3% All Years

Elected Position	2020 Base	1/1/2023	% Inc	1/1/2024	% Inc	1/1/2025	% Inc	1/1/2026	% Inc
Clerk of Courts	\$ 85,439	\$ 88,002	3.0%	\$ 90,642	3.0%	\$ 93,362	3.0%	\$ 96,162	3.0%
County Sheriff	108,880	114,324	5.0%	118,897	4.0%	123,653	4.0%	128,599	4.0%
County Executive	119,443	123,026	3.0%	126,717	3.0%	130,519	3.0%	134,434	3.0%
Total	\$ 313,762	\$ 370,279	3.7%	\$ 382,622	3.3%	\$ 393,191	3.3%	\$ 405,218	3.3%

FINANCE COMMITTEE RECOMMENDATION

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

FOR _____

AGAINST _____

February 8, 2022

TO: Bob Miller
Chairman, Finance and Human Resources Committee

FROM: Sarah Street
Human Resources Director

RE: Setting the salaries for the elected positions: Sheriff, Clerk of Courts, and County Executive

During 2021, several key positions at the County received significant salary increases due to rising inflation and the tight labor market. These wage adjustments were appropriate and necessary to maintain the delivery of the essential services that the County provides its residents. As Counties around the state set the salaries for the elected officials, they will be not only collecting comparable information, but will consider the current market demands which are exacerbated here in Southeastern Wisconsin. Historically, Racine County has given elected officials wage increases equivalent to other County employees.

The demands and responsibilities of these elected leadership roles have grown significantly over the last several years and it is reasonable that we pay these crucial positions appropriately. Typically, a high performing Racine County employee receives an annual 1-4% wage increase based on the County's merit system and the 1% general increase. I am recommending that we provide these important positions with proportionate increases for the next term. These wages not only demonstrate the value of these roles, but also help to ensure that the County could attract quality candidates for future terms.

RESOLUTION NO. 2019-124

RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE ESTABLISHING THE TOTAL ANNUAL COMPENSATION OF THE COUNTY CLERK, THE COUNTY TREASURER, AND THE REGISTER OF DEEDS FOR THE YEARS 2021, 2022, 2023 AND 2024

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

BE IT RESOLVED by the Racine County Board of Supervisors that the salary of the following Racine County officials shall be adjusted as follows:

	Salary Effective 01-01-2021	Salary Effective 01-01-2022	Salary Effective 01-01-2023	Salary Effective 01-01-2024
County Clerk	\$82,933	\$84,592	\$86,284	\$88,010
County Treasurer	\$78,515	\$80,085	\$81,687	\$83,321
Register of Deeds	\$78,515	\$80,085	\$81,687	\$83,321

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that this resolution shall not change any existing resolutions concerning benefits to be paid to the holder of the above described offices.

Respectfully submitted,

1st Reading _____

2nd Reading _____

BOARD ACTION

Adopted _____

For _____

Against _____

Absent _____

FINANCE AND HUMAN RESOURCES COMMITTEE

Robert N. Miller, Chairman

Brett A. Nielsen, Vice-Chairman

Q.A. Shakoor, II, Secretary

VOTE REQUIRED: Majority

Prepared by: _____
Corporation Counsel Janet Bernberg

John A. Wisch

Mike Dawson

1 Res No. 2019-124
2 Page Two

3
4 _____
5 Thomas Pringle

6 **The foregoing legislation adopted by the County Board of Supervisors of**
7 **Racine County, Wisconsin, is hereby:**

8 **Approved: _____**

9 **Vetoed: _____**

10
11 **Date: _____,**

12
13 _____
14 **Jonathan Delagrave, County Executive**

15
16 **INFORMATION ONLY**

17
18 **WHEREAS**, the Finance and Human Resources Committee has reviewed the
19 salaries of the County Clerk, County Treasurer, and Register of Deeds and has
20 determined that it is appropriate to set the salaries for the coming term.

EXHIBIT "A"

Fiscal Year: **2020**

	2020 Base	1/1/2021	% Inc	1/1/2022	% Inc	1/1/2023	% Inc	1/1/2024	% Inc
County Clerk	76,975	82,933	7.7%	84,592	2.0%	86,284	2.0%	88,010	2.0%
County Treasurer	76,975	78,515	2.0%	80,085	2.0%	81,687	2.0%	83,321	2.0%
Register of Deeds	76,975	78,515	2.0%	80,085	2.0%	81,687	2.0%	83,321	2.0%

FINANCE COMMITTEE RECOMMENDATION

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

REASONS

FOR

AGAINST

REQUEST FOR COUNTY BOARD ACTION

YEAR	<u>2022</u>	X	Resolution Request
			Ordinance Request
			Report Request

Requestor/Originator: Human Service Dept - Hope Otto

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. Hope Otto

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: Yes

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 and Human Resources Committee

Date Considered by Committee: 2/16/2022 Date of County Board Meeting to be Introduced: 2/22/2022

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:

Authorization of agreement between the State of Wisconsin Department of Agriculture, Trade, and Consumer Protection and Racine County Public Health Division.

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.

Estimated total yearly agent fees of \$12,460, paid to the state will be offset by the estimated yearly revenue of \$342,250, received from the licensing process. Revenue will be deposited into account 4421720.311415 EH License Inspection Fee.

The following list is the current number of establishments that are licensed in Racine County (excluding the City of Racine) = 687

License Type	Total Licenses
	2020-2021
<i>Body Art</i>	12
<i>Campground</i>	3
<i>Retail Food Establishments</i>	522
<i>Hotels/Motels</i>	18
<i>Pools</i>	61
<i>Temporary Restaurants</i>	69
<i>Summer Camps</i>	1
<i>Tourist Rooming Houses</i>	1
TOTAL	687

FINANCE COMMITTEE RECOMMENDATION

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

REASONS

FOR	AGAINST
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**MEMORANDUM OF AGREEMENT
BETWEEN
THE STATE OF WISCONSIN
DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION
AND
RACINE COUNTY PUBLIC HEALTH DIVISION**

THIS MEMORANDUM OF AGREEMENT (“MOA”) is made and entered into for the period **07/01/2022** through **06/30/2025** (“Performance Period”) by and between the Wisconsin Department of Agriculture, Trade and Consumer Protection (“DATCP”), whose principal business address is 2811 Agriculture Dr., P.O. Box 8911, Madison, WI 53708-8911 and **RACINE COUNTY PUBLIC HEALTH DIVISION (“Agent”)**, whose service address is **10005 Northwestern Avenue, Suite A, Franksville, WI 53126**, for the purpose of addressing issues of mutual interest to the parties regarding Wis. Stat. §§ 97.41 and 97.615 and Wis. Admin. Code ch. ATCP 74. The Agent's jurisdiction under this MOA includes the following geographic area(s): **Racine County, except for the City of Racine.** The Department shall issue a future MOA to the Agent by January 1, of the last fiscal year of the current MOA. The Agent shall commit to continue as the Department’s Agent for the future MOA period, by signing and returning the MOA by March 1, of the last fiscal year of the current MOA.

RECITALS:

WHEREAS, the issues of mutual interest include an integrated food safety system and safe operation of retail food, lodging, and recreational establishments within the State of Wisconsin; and

WHEREAS, the intention of this MOA is to provide a framework for the provision of services for the inspection, licensing, complaint and foodborne illness investigation for retail food, lodging, and recreational establishments as an Agent for the DATCP; and

WHEREAS, the primary outcome intended by this MOA is to improve the level of service and consistency for providing inspections, licensing, complaint and foodborne illness investigations for retail food, lodging, and recreational establishments; and

WHEREAS, the parties intend to clarify their relationship to establish a common understanding regarding their roles, responsibilities, and procedures that will facilitate the best provision of services between our agencies; and

WHEREAS, the DATCP has authority under Wis. Stat. §§ 97.41 and 97.615 and Wis. Admin. Code ch. ATCP 74, authorizing the DATCP to enter into a written contract designating a local health department, defined in Wis. Stat. § 250.01 (4), to act as the DATCP’s local Agent to administer the retail food, lodging, and recreational establishment program for the purpose of enforcing Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, and the applicable provisions of the Wisconsin Administrative Code; and

NOW, THEREFORE, DATCP and the Agent hereby resolve and agree they will mutually support and adhere to the following principles, and exert their best efforts in doing so.

I. PURPOSE.

The Agent hereby agrees to protect public health and safety, as the Agent of the DATCP under Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, and Wis. Admin. Code ch. ATCP 74, and the terms and conditions of this MOA. The Agent agrees to issue licenses to, inspect, and regulate retail food establishments, campgrounds, recreational and educational camps, public swimming pools and water attractions, hotels, motels, tourist rooming houses, and bed and breakfast establishments, as specified in this MOA, enforcing all applicable provisions of the Wisconsin Statutes and Administrative Code and associated DATCP policies, interpretive memos and procedures including, but not necessarily limited to, Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, and Wis. Admin. Code chs. ATCP 72 (Hotels, Motels, and Tourist Rooming Houses), 73 (Bed and Breakfast Establishments), 74 (Local Agents and Regulation), 75 (Retail Food Establishments) and its Appendix (Wisconsin Food Code), 76 (Safety, Maintenance, and Operation of Public Pools and Water Attractions), 78 (Recreational and Educational Camps), and 79 (Campgrounds). If the Agent inspects individual vending machines, the Agent will receive reimbursement from the DATCP.

The DATCP agrees to fulfill its responsibilities to the Agent required by Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97, Wis. Admin. Code ch. ATCP 74, and this MOA.

Pursuant to Wis. Admin. Code § ATCP 74.06 (7), the DATCP shall whenever feasible provide notice to an Agent program at least one fiscal year before making any changes to Department policies and procedures not specified in the MOA that would adversely affect the budget of an Agent program.

This MOA incorporates any amendments to the statutes or administrative rules cited in this MOA, as well as any additional statutes or rules, related to retail food, lodging, and recreational establishment licensing that may be enacted or adopted during the term of this MOA. The Agent agrees that all of its obligations under this MOA include any of these amendments, enactments or adoptions.

A. Meetings and Consultation. Both parties agree to meet as needed, to identify issues of mutual concern and discuss strategies to address identified issues.

B. Designation of Contacts. The Agent agrees to identify its primary spokesperson to the DATCP, and the DATCP agrees to do the same for discussion of all topics identified in this agreement.

II. SCOPE OF WORK.

A. DEFINITIONS

1. **Agent** means a local health department (LHD) as defined in Wis. Stat. § 250.01 (4), that has entered into a MOA with the DATCP and is authorized under the terms of that MOA to administer a retail food establishment, lodging, and recreational safety regulatory program, pursuant to Wis. Stat. §§ 97.41 and 97.615 (2), in the local health department's area of jurisdiction.

2. **Agent Program** means the retail food establishment, lodging, and recreational safety regulatory program operated by an Agent.

3. **Agent Program Plan** means the plan developed by the Agent for the administration of the Agent program and enforcement of Wis. Stat. § 97.30 and Subchs. III and IV of ch. 97,

related provisions of the Wisconsin Administrative Code, and any applicable local ordinances or regulations cited in its enforcement actions for the types of facilities for which the Agent has been delegated Agent status.

4. **Agent Standard** means a member of the Agent’s inspection staff, responsible for leading standardization exercises, as prescribed in the DATCP’s Standardization Manual, for the environmental health inspection personnel in the Agent’s jurisdiction, who has successfully completed the initial standardization process, is current in their inspection standardization maintenance exercises, and has received a letter of completion from the DATCP.

5. **Complaint** means an allegation, presented to an Agent or the DATCP, of a possible public health hazard or violation of any provision of the Wisconsin Statutes and Administrative Code indicated in this contract or a local public health ordinance or regulation.

6. **Conflict of interest** means a conflict between the private interests and the official responsibilities of a person in a position of trust. As provided in Wis. Stat. § 19.59 (1), a conflict of interest occurs when the exercise of a person's official responsibilities gives the person the opportunity to obtain financial gain or anything of substantial value for the private benefit of himself or herself, his or her immediate family, or an organization with which he or she is associated.

7. **DATCP** means the Wisconsin Department of Agriculture, Trade and Consumer Protection.

8. **Enforcement Action** means a statutorily-authorized action imposed on a licensee for non-compliance with a provision of the Wisconsin Statutes or Administrative Code, or a local public health ordinance or regulation. Enforcement actions include, but are not limited to, holding orders, citations, forfeitures, temporary orders, license suspension, or revocation of a license.

9. **Establishment or Facility** means a retail food establishment, hotel, motel, tourist rooming house, bed and breakfast establishment, food vending machine, camping resort or other campground, recreational educational camp, public swimming pool or water attraction licensed

pursuant to Wis. Stat. ch. 97.

10. **Fiscal Year** means July 1 of one year through June 30 of the next year.

11. **Follow up Inspection** means a non-mandatory inspection by the Agent to ensure non-critical violations, cited in a routine inspection, have been corrected by a licensee.

12. **Foodborne Disease Outbreak** means the occurrence of two or more cases of a similar illness of persons, resulting from the ingestion of a common food.

13. **Inspection Fee** means a fee charged by the Agent program, the amount of which is reasonably related to the cost of performing an assessment of an establishment's compliance with the statutes and rules, under which a license is granted, including the following:

a. An inspection in an establishment not under the DATCP's regulatory authority.

b. An Agent inspection in its jurisdiction of a DATCP licensed mobile or temporary retail food establishment.

14. **Inspector** means any employee inspecting establishments for the DATCP, or the Agent under the jurisdiction of an Agent program.

15. **License** means the legal authority granted by the DATCP or its Agent to operate an establishment.

16. **Licensee** means the person or entity licensed to operate an establishment.

17. **Local Public Health Ordinance or Regulation** means an ordinance adopted by a village, city or county, or a regulation adopted by a local board of health, as the DATCP's Agent, pursuant to Wis. Stat. § 97.41 (7) or 97.615 (2) (g).

18. **MOA** means a signed, written agreement between a local health department and the DATCP setting forth the obligations of each party in the operation of an Agent program.

19. **Memorandum of Understanding (MOU)** means an agreement between the DATCP and another state agency for designating each agency's responsibilities in shared governance. Examples include agreements with the department of public instruction and the department of natural resources.

20. **New Agent** means an Agent that has entered into its first contract with the DATCP or an Agent that has applied to reenter into a contract with the DATCP after termination of a previous contract.

21. **Person** means an individual, married couple, legal entity of a partnership, corporation, or limited liability company, municipality, county, town, or state or local agency.

22. **Pre-licensing Inspection** means an inspection that must be completed before a license is granted and the licensee may begin operating an establishment.

23. **Program Evaluation** means an assessment by the DATCP of the Agent’s adherence to the provisions of this MOA.

24. **Registered Environmental Health Specialist/Registered Sanitarian or REHS/RS** means a person who holds an REHS/RS credential awarded by the National Environmental Health Association.

25. **Registered Sanitarian or RS** means an individual who is a Wisconsin-registered sanitarian, pursuant to Wis. Stat. §440.98 and Wis. Admin. Code. chs. SPS 174 to 177, or is recognized as a registered environmental health specialist/registered sanitarian.

26. **Reimbursement** means the portion of the license fee, collected by the Agent, that is remitted to the DATCP, pursuant to Wis. Stat. § 97.41 (5) or 97.615 (2) (e).

27. **Reinspection** means a mandatory or administrative inspection to ensure that a priority, critical or recurring violation has been corrected. A reinspection shall be conducted as soon as possible, based on the scheduled date for correction(s). An applicable reinspection fee may be required per Agent policy. A reinspection will be required as identified in the DATCP’s reinspection criteria for retail food and recreational facilities.

28. **Routine inspection** means the annual evaluation of a licensee’s operation of its establishment.

29. **Sanitarian** means a person who is qualified to conduct inspections as an Agent of the DATCP and meets the requirements under Wis. Admin. Code § ATCP 74.08 (2).

30. **Standard** means a DATCP (state standard) or Agent employee (Agent standard) who is certified as correctly interpreting and enforcing one or more of Wis. Admin. Code chs. ATCP 72, 73, 75 and its Appendix, 76, 78, and 79.

31. **Standardization exercise** means an evaluation conducted by a standard to determine if a sanitarian is correctly interpreting and enforcing one or more of Wis. Admin. Code chs. ATCP 72, 73, 75 and its Appendix, 76, 78, and 79.

32. **Standardization (initial)** means a sanitarian’s first successful completion of required field standardization exercises by using risk based inspection methods, as specified in the DATCP’s Standardization Manual.

33. **Standardization (maintenance)** means a sanitarian’s successful completion of field standardization exercises by using risk based inspection methods, required every three years to maintain standardization certification, as specified in the DATCP’s Standardization Manual.

34. **State Fees** means the DATCP’s fees in Wis. Stat. §§ 97.41 (5) and 97.615 (2) (e), levied to recoup DATCP costs related to setting standards for, monitoring and evaluating the activities of, and providing education and training to, Agent local health departments.

35. **State License Fees** means the license fees set by the DATCP, pursuant to Wis. Stat. §§ 97.30 (3) and (3m), 97.613, and 97.67 (4).

36. **Waterborne Disease Outbreak** means the occurrence of two or more cases of a similar illness of persons after the ingestion of drinking water from the same source, or after exposure to water from the same source used for recreational purposes, and for which epidemiologic evidence implicates water as the probable source of the illness.

B. ISSUING LICENSES

1. Any establishment that is selling, holding, or distributing food and exempt from the requirement to hold a retail food establishment license, pursuant to Wis. Stat. § 97.30 (2) (b), is under the regulatory authority of the DATCP and may not be licensed, charged a fee, or inspected in any manner related to food, dairy, or meat processing, or wholesale or retail food operations by

the Agent.

2. The Agent shall require a person who applies for, or a licensee who requests renewal of, a license to include, at a minimum, the following information:

a. Name of the Individual, Married Couple or Legal Entity who will hold the license and a complete street address.

b. Doing business as name (DBA). Name and complete address of the establishment.

c. License number and expiration date of any current license.

d. Type of Establishment, for licensing purposes

e. Numbers of units, rooms, or sites and complexity, if applicable.

3. A license issued by the Agent shall expire on June 30 of each year, except that a new license issued during the period beginning on April 1 and ending on June 30 shall expire on June 30 of the following year (15-month license), except as follows: The Agent of a city of the 1st class that has entered into a Contract with the DATCP may issue a required license for a retail food establishment or bed and breakfast establishment at any time during the year, which shall expire one year from the date of its issuance.

4. The Agent, as required in Wis. Stat. § 97.605 (4), shall allow for the holder of a license to transfer the license to:

a. An individual who is an immediate family member if the holder is transferring operation of a hotel, tourist rooming house, bed and breakfast establishment, or vending machine to the immediate family member.

b. A sole proprietorship that reorganizes as a business entity or a business entity that reorganizes as either a sole proprietorship or a different type of business entity may transfer a license issued under this section for operation of a hotel, tourist rooming house, bed and breakfast establishment, or vending machine commissary to the newly formed business entity or sole proprietorship if the following conditions are satisfied:

i. The hotel, tourist rooming house, bed and breakfast establishment, or

vending machine commissary remains at the location for which the license was issued.

- ii. At least one individual who had an ownership interest in the sole proprietorship or business entity to which the license was issued has an ownership interest in the newly formed sole proprietorship or business entity.

5. The Agent, as required in Wis. Stat. § 97.67 (2) shall allow a license to be transferred from an individual to:

- a. An immediate family member, as defined in s. 97.605 (4) (a) 2., if the individual is transferring operation of the campground, camping resort, recreational or educational camp, or public swimming pool to the immediate family member.

- b. A sole proprietorship that reorganizes as a business entity, as defined in s. 179.70 (1), or a business entity that reorganizes as a sole proprietorship or a different type of business entity may transfer a license issued under this section for a campground, camping resort, recreational or educational camp, or public swimming pool to the newly formed business entity or sole proprietorship if all of the following conditions are satisfied:

- i. The campground, camping resort, recreational or educational camp, or public swimming pool remains at the location for which the license was issued.

- ii. At least one individual who had an ownership interest in the sole proprietorship or business entity to which the license was issued has an ownership interest in the newly formed sole proprietorship or business entity.

6. The Agent, as required in Wis. Admin. Code § ATCP 75.06 (1) and (5) shall require a retail food establishment license upon any change of operator. The Agent shall waive the preinspection fee under the following conditions:

- a. The new license holder is an immediate family member, as defined in s. 97.605 (4) (a) 2., if the individual is transferring operation of the retail food establishment to an immediate

family member.

b. A sole proprietorship that reorganizes as a business entity, as defined in s. 179.70 (1), or a business entity that reorganizes as a sole proprietorship or a different type of business entity to the newly formed business entity or sole proprietorship if all of the following conditions are satisfied:

i. The retail food establishment remains at the location for which the license was issued.

ii. At least one individual who had an ownership interest in the sole proprietorship or business entity to which the license was previously issued has an ownership interest in the newly formed sole proprietorship or business entity.

c. Initial inspection of micro-market. The DATCP or its agent may issue a license for a new retail food establishment that is a micro-market before it inspects the new retail food establishment that is a micro-market for compliance with this chapter. Before one year after the date that the DATCP or its agent issues a license for a new retail food establishment that is a micro-market, it shall inspect the new retail food establishment for compliance with this chapter.

7. The Agent shall notify the DATCP when, in the performance of its duties, it encounters an unlicensed establishment that falls under the DATCP's licensing and inspection authority.

8. The DATCP shall notify the Agent when, in the performance of its duties, it encounters an unlicensed establishment that falls under the Agent's licensing and inspection authority.

9. The Agent shall honor, without issuing an additional license in its own jurisdiction, all licenses issued by the DATCP or other Agent jurisdictions for a mobile retail food establishment. The following shall also apply:

a. The mobile retail food establishment license and service base license shall be issued by the jurisdiction where the service base is located or the address where the mobile unit is

stored, if a service base variance is granted by the DATCP, or as specified in sub. b.

b. The Agent or the DATCP issuing the mobile retail food establishment service base license may allow another jurisdiction to issue the mobile retail food establishment license, if the mobile retail food establishment operates solely outside the jurisdiction where the mobile service base is located.

c. Enforcement activities for all operations of the mobile retail food establishment shall be conducted by the licensing entity, regardless of where the establishment may operate within the State. Inspection reports generated by other jurisdictions may be used to support enforcement activities.

d. The licensee shall immediately correct any violations posing an immediate danger to public health found on site or the inspecting regulatory authority shall issue a temporary closure order at time of inspection.

e. An inspection fee may be charged by any Agent program conducting an inspection on a mobile retail food establishment unit licensed by another jurisdiction. The fee shall be based on the reasonable cost to conduct the inspection.

f. Current out-of-state mobile retail food establishments shall continue to maintain a DATCP-issued license unless the DATCP determines that the license should be held by another jurisdiction.

10. An Agent shall honor, without issuing an additional license in its own jurisdiction, all licenses issued by the DATCP or other Agent jurisdictions for a transient retail food establishment. The following shall also apply:

a. The transient retail food establishment license shall be issued in the jurisdiction in which the operator is located or the temporary event occurs.

b. Enforcement activities for all operations of the transient retail food establishment shall be conducted by the licensing entity, regardless of where the establishment may operate within the State. Inspection reports generated by other jurisdictions may be used to support enforcement

activities.

c. The licensee shall immediately correct any violations posing an immediate danger to public health found on site or the inspecting regulatory authority shall issue a temporary closure order at time of inspection.

d. An inspection fee may be charged by any Agent program conducting an inspection on a transient retail food establishment licensed by another jurisdiction. The fee shall be based on the reasonable cost to conduct the inspection.

e. Current out-of-state temporary retail food establishments shall continue to maintain a DATCP -issued license unless the DATCP determines that the license should be held by another jurisdiction.

C. INSPECTIONS

The Agent Program sanitarians shall inspect all establishments covered in the contract for compliance with Wis. Stat. § 97.30, subchs. III and IV of Wis. Stat. ch. 97, and Wis. Admin. Code chs. ATCP 72, 73, 75 and its Appendix, 76, 78, and 79.

1. The Agent Program shall follow standard inspection methods, procedures, policies and guidance documents as prescribed by the DATCP.

2. Each fiscal year the Agent shall conduct one routine inspection of each licensed establishment under its jurisdiction, except for vending machines and transient retail food establishments. The Agent may propose a different inspection frequency to the DATCP which may only be implemented if approved by the DATCP in writing. Examples include:

a. Mirco-market inspections.

b. An inspection frequency based on risk, as long as the number of inspections performed equals the number of licenses issued by the jurisdiction.

3. The Agent Program shall perform a pre-licensing inspection of a license applicant's establishment for compliance with all applicable ordinances, rules, and statutes. The pre-licensing inspection shall be conducted before the applicant is issued a license and conducts business, except

as specified for micro-markets in Wis. Stat. § 97.30 (2) (d).

4. The DATCP may conduct inspections at an establishment in the Agent Program's jurisdiction for all of the following purposes:

- a. Training or standardization of DATCP staff or Agent Program staff.
- b. In response to an emergency.
- c. For monitoring and evaluating the Agent Program's licensing, inspection, and enforcement program.
- d. At the request of the Agent Program.

5. Whenever feasible, the DATCP shall notify the Agent of the DATCP's intent to inspect an establishment in the Agent program's jurisdiction. The Agent may accompany the DATCP during such inspections.

6. The Agent may elect, in writing to the DATCP, to inspect vending machines.

7. The Agent shall give priority to pre-licensing inspections, inspections involving emergency complaints, food or waterborne illness investigations, and re-inspections.

8. A routine inspection shall be unannounced except when it is necessary that the owner or operator be present for the inspection, or when the Agent is conducting a follow-up inspection, reinspection or other activity where having the owner or operator present is important for continued compliance.

9. Every effort shall be made to conduct inspection activities during times when normal business practices and procedures can be observed to access active managerial control.

10. If a routine inspection is performed in conjunction with another investigation, separate inspection reports shall be completed for the investigation and the routine inspection. Each report shall be signed by the environmental health inspection staff and the licensee, or licensee's designated person in charge.

11. The Agent shall perform inspection duties required by, and in compliance with, the DATCP's MOU's. The DATCP will provide the Agent a copy of each MOU it executes.

12. The Agent may, with written approval from the DATCP, enter into written contracts with other units of government or other persons to perform inspection activities related to enforcement responsibilities under this MOA. The Agent assumes ultimate responsibility for the performance and quality of the inspections and for the enforcement of all applicable provisions of the Wisconsin Statutes and Administrative Code under this MOA.

13. The Agent shall not charge an inspection fee for a routine inspection of any establishment licensed by the Agent.

14. The Agent shall use the DATCP's electronic software program for conducting and documenting inspections. If the Agent has been the DATCP's Agent before April 1, 2009, the Agent may use the DATCP's electronic software program or the DATCP -approved paper forms for conducting inspections. The DATCP will provide, maintain and support this software. The Agent may be responsible for additional user licenses or development costs specific to the Agent's program.

D. INSPECTION DOCUMENTATION

The Agent shall complete inspection activities and reports as outlined in the DATCP's inspection documentation policy and procedure for retail, lodging, and recreational programs.

E. COMPLAINTS AND FOODBORNE DISEASE INVESTIGATIONS.

1. The Agent shall investigate every complaint that it receives against any licensee under its jurisdiction. The Agent shall prioritize and investigate complaints according to the procedures in this section and procedures adopted by the Agent program under the contract with the DATCP. The complaints shall be addressed in decreasing order of priority as follows:

a. An allegation indicating a serious or imminent public health hazard is associated with a licensee or establishment under the Agent Program's jurisdiction.

b. An allegation indicating a potential public health problem, that is neither a serious nor an imminent public health hazard, is associated with a licensee or establishment under the Agent Program's jurisdiction.

c. An allegation of a violation, not indicating a public health hazard, associated with a licensee or establishment under the Agent Program’s jurisdiction.

2. The Agent shall notify and consult with the DATCP and other affected agencies having jurisdiction, as necessary, about complaints or foodborne or waterborne diseases that may be of significant concern to those agencies. The Agent Program shall coordinate complaint investigations, as necessary, with other agencies having jurisdiction.

3. The Agent shall conduct an investigation if there is a complaint concerning a retail food establishment exempt from the requirement to hold a license, as defined in Wis. Admin. Code § ATCP 75.063, within its jurisdiction, or upon DATCP request.

4. Each complaint, and documentation of a complaint investigation, shall be physically or electronically linked with the establishment licensing and inspection information.

5. When the Agent receives information that indicates a foodborne or waterborne disease outbreak has occurred, the Agent shall conduct an investigation. In conducting the investigation, the Agent shall follow the criteria in Wisconsin’s Foodborne and Waterborne Disease Outbreak Investigation Manual. The Agent shall conduct an investigation of the facility linked to the outbreak, as soon as epidemiological evidence links that facility with the outbreak. In addition:

a. The Agent shall notify the Department of Health Services’ (DHS) Communicable Disease Epidemiology Section (CDES.)

b. The Agent shall notify the DATCP via the Emergency Responses mailbox.
datcpfoodcomplaintemergencyresponse@wisconsin.gov

c. Upon the Agent's request, the DATCP shall assist in the investigation.

d. In the event the outbreak becomes cross-jurisdictional, the DATCP, in coordination with DHS CDES, will coordinate the activities of the Agent and other governmental agencies in order to most quickly and effectively end the outbreak.

e. In order for the DATCP to share foodborne illness outbreak information with the agent, the agent shall enter into a long term Food, Feed and Cosmetic 20.88 agreement with the US

Food and Drug Administration (FDA). This agreement allows FDA to share confidential commercial information (CCI), personal privacy information (PPI), and pre-decisional information (PDI) during a foodborne illness outbreak investigation. These agreements shall be completed and filed with FDA.

6. The Agent, if requested by the DATCP, shall conduct effectiveness checks pertaining to product recalls or other situations in which food must be removed from sale or service.

7. Agent participation and involvement with the National Environmental Assessment Reporting System (NEARS).

a. An Agent that has two or more foodborne illness outbreaks in its jurisdiction during the previous MOA period shall provide a qualified and trained sanitarian to conduct NEARS investigations in their jurisdiction.

b. Any Agent is welcome to participate even if not meeting the criteria in par. a.

c. The DATCP shall assist in any NEARS investigation if requested by the agent.

d. The agent shall accompany the DATCP during a NEARS investigation in their jurisdiction.

F. ENFORCEMENT

1. The Agent Program shall take necessary actions to enforce the provisions of Wis. Stat. § 97.30 and subchs. III and IV of Wis. Stat. ch. 97 and related administrative rules in Wis. Admin. Code chs. ATCP 72, 73, 75 and its Appendix, 76, 78, and 79, and any local ordinances or regulations, adopted pursuant to Wis. Stat. §§ 97.41 (7) and 97.615 (2) (g), for establishments over which the Agent Program has been delegated authority under the MOA when an observation is made including, but not limited to, the following:

a. An immediate danger to public health as required in Wis. Stat. §§ 97.12 and 97.65.

b. Noncompliance with written inspection orders.

c. Continued repeat violations noted on inspection reports.

d. Operating without a required establishment license.

2. Enforcement actions may include license revocation; license suspension; fines or civil forfeitures; temporary or final orders to close; temporary or final hold orders on equipment, food, processes, or establishments; and the placement of conditions on licenses or the voiding of a license.

3. The Agent Program shall maintain a written enforcement policy that is distributed to its inspection staff and shall make it available to the DATCP during evaluations, whenever it is substantively changed, or upon request.

4. The Agent Program shall notify the DATCP, in writing within 10 days, after taking any enforcement action against an establishment involving license suspension, license revocation, or court or administrative actions.

5. The Agent Program shall be responsible for costs incurred in enforcement actions taken in the Agent Program's jurisdiction.

6. If the DATCP has notified the Agent Program of deficiencies by any licensee, in complying with the enforcement provisions of this chapter or any other rules or statutes applicable under the contract, and the Agent Program does not act expeditiously or take effective action with the licensee, the DATCP may act, pursuant to Wis. Stat. §§ 97.12, and 97.65, to enforce compliance with this chapter.

7. The DATCP shall provide technical assistance to the Agent for enforcement activities upon the Agent's request.

8. The Agent program may deny, suspend, or revoke a license or impose conditions on a license, as provided in Wis. Stat. § 93.06 (7) and (8). Except as otherwise provided by statute, rule, or local ordinance, the suspension or revocation of a license shall comply with the prior notice requirements of Wis. Stat. § 227.51.

G. SAMPLING

1. The Agent shall take samples requested by the DATCP for routine sampling schedules or in association with a food or waterborne outbreak.

2. Routine sampling requested by the DATCP may include any of the following:

- a. Monitoring sampling.
- b. Surveillance sampling.
- c. “For Cause” sampling.

3. The Agent Program may conduct any requested sample analyses in a laboratory certified by the DATCP, pursuant to Wis. Admin. Code ch. ATCP 77 for those analyses. All costs associated with collecting and analyzing these samples shall be assumed by the Agent Program.

4. The Agent Program shall share laboratory results with the DATCP.

5. If the Agent Program does not have the laboratory capability to perform required analyses, or chooses not to perform those analyses, it shall submit samples to the DATCP’s Bureau of Laboratory Services for analysis. The Agent Program shall assume the cost of collecting samples and shipping them to the DATCP’s laboratory. The DATCP shall assume the cost of the laboratory analysis of those samples.

H. STAFFING

1. The Agent Program shall have sufficient employees to implement the program according to the terms of this MOA.

2. Except as specified in Par. 4, each sanitarian employed by the Agent Program shall meet one of the following requirements:

a. Is RS-eligible, which means having met one of the following criteria:

i. Holding a baccalaureate or higher degree in environmental health from an accredited college or university and completing at least 30 semester or 45-quarter hour academic credits in environmental, physical, biological, chemical, or environmental health courses.

ii. Holding a baccalaureate or higher degree in physical or biological sciences from an accredited college or university and completing at least 30 semester or 45 quarter hour academic credits in environmental, physical, biological, chemical, or environmental health courses.

iii. Holding a baccalaureate or higher degree from an accredited college or

university.

iv. Holding an associate degree from an accredited college, community college or technical institute in environmental, physical, biological, or chemical sciences; or

b. Is an RS in training; or

c. Holds a valid Wisconsin Registered Sanitarian or REHS/RS credential.

3. The Agent Program shall employ at least one Registered Sanitarian to conduct inspections and supervise any inspectors or sanitarians who are not registered sanitarians. The Agent Program shall only hire sanitarians who are Registered Sanitarians or will become Registered Sanitarians within five years after the date of hire. Inspectors or sanitarians who were employed by the Agent Program prior to July 1, 2018, and are not eligible to become Registered Sanitarians within five years, shall perform inspections under the supervision of a Registered Sanitarian and shall be deemed competent to perform inspections by passing standardization exercises.

4. Only Tourist Rooming House (TRH) inspections may be conducted by personnel who either do not have an RS credential or will not be eligible to obtain the RS credential within five years provided that:

a. A RS-credentialed employee supervises the non-credentialed employees; and

b. Each TRH license is inspected at least once every five years by an employee who has the RS credential or will be eligible to obtain the RS credential within five years; and

c. A written plan of implementation and tracking for TRH inspections shall be provided to the DATCP for review and approval; and

d. Each year, the TRH inspection tracking documentation shall be provided in the self-assessment for review by the DATCP.

e. The individual conducting the TRH inspections has met the minimum training requirements for TRH inspections in the DATCP's training manual.

5. If an Agent Program loses its only Registered Sanitarian, the Agent Program shall hire a Registered Sanitarian replacement within 120 days or, upon the Agent's written request, the

DATCP may allow the Agent additional time to hire a qualified replacement. A replacement who is not a Registered Sanitarian may be hired, if approved by the DATCP, if the Agent has a signed agreement with another Agent for a Registered Sanitarian to provide supervisory oversight and the replacement hire shall become a Registered Sanitarian within six months of being hired. A copy of the supervisory oversight contract shall be provided to the DATCP and shall include the amount of time allotted for oversight activities and what specific duties the supervising Registered Sanitarian will provide.

6. The Agent shall designate a sanitarian or Registered Sanitarian, as required by the DATCP, to undergo the standardization exercise evaluating enforcement of Wis. Admin. Code ch. ATCP 75 Appendix as prescribed in the DATCP's Standardization Manual. After successfully completing the exercises, the staff person shall be designated as the Agent Standard. As the DATCP develops standardization processes for programs other than the retail food program, the Agent will comply with the standardization process in those programs.

7. The Agent Standard shall perform DATCP-required exercises with the DATCP to maintain his or her status as the Agent Standard, as prescribed in the DATCP's Standardization Manual.

8. The Agent Standard shall perform standardization and maintenance exercises with other sanitarians in their jurisdiction, using procedures specified by the DATCP's Standardization Manual.

9. The Agent is required to send at least one sanitarian or Registered Sanitarian to attend training provided by the DATCP.

10. An employee of the Agent shall participate on DATCP rulemaking and policy advisory committees when requested.

11. The Agent may not permit an employee to conduct an inspection in a situation in which the employee, a member of his or her family, or an organization with which the employee is associated or has a financial interest or where the employee's relationship with any person at the

inspected establishment could cause the employee not to be able to conduct an objective, unbiased inspection.

12. The Agent Program is solely responsible for all employment-related issues involving the persons it employs in the program and for the actions or omissions of the Agent Program’s employees, except as otherwise provided by law.

13. Upon the Agent’s request, the DATCP shall provide technical assistance and training to Agent staff.

I. EDUCATIONAL OUTREACH

The Agent will cooperate with the DATCP in conducting training programs for licensees and employees of establishments located in its jurisdiction.

III. REPORTS AND RECORDS.

A. If the Agent Program is not using the DATCP’s electronic licensing and inspection program, the Agent shall maintain current records for each licensed facility within its jurisdiction. Records shall include the name, address, ID number and type of establishment or facility and contain at least the latest three years of inspection reports, follow-up investigation reports, reports of enforcement actions, confirmed complaint follow-ups and summaries, foodborne disease outbreak and follow-up investigation information, and approvals of variance requests, Hazard Analysis Critical Control Point (“HACCP”) plans and waivers.

B. If the Agent is not using the DATCP’s electronic inspection and licensing software, the Agent shall use inspection report forms approved by the DATCP for all pre-licensing inspections, routine inspections, re-inspections, and follow-up inspections.

C. The Agent shall submit reports as requested by the DATCP. The DATCP may review or request a copy of any inspection report, correspondence, or order served on any licensee within the Agent’s jurisdiction; annual program budget reports, projections, and any other report the DATCP determines it needs to monitor the Agent’s performance, including, but not limited to, Center for Disease Control and Prevention (“CDC”) risk factor reports, self-assessments, or any other required

reports, pursuant to Wis. Stat. § 97.41 (7) or 97.615 (2) (g) or Wis. Admin. Code ch. ATCP 74.

D. The Agent Program shall accurately and completely document the cost of the Agent’s program that is administered under the contract with the DATCP. The cost may include direct costs for licensing, inspection, complaint handling and investigation, enforcement, information management, reporting, and any other activities carried out within the limits of the MOA with the DATCP. The costs may also include documented indirect costs normally associated with the program. These costs may include staff, equipment, facilities, contract service, and other documented costs allocated to the program. Upon request, the Agent shall provide copies of these records to the DATCP.

E. By the 10th of the month immediately following the month in which the Agent issues a license, or receives notification from a licensee of a change affecting its license, the Agent shall provide a report of all such license issuances and changes to the DATCP. This requirement also applies to transient retail food establishments, as defined in Wis. Admin. Code ch. ATCP 75. This reporting requirement is satisfied by the Agent’s use of the DATCP’s electronic licensing and inspection software.

F. By September 30th of each year, the Agent shall give the DATCP a complete list of the names and addresses of the licensees to whom licenses were issued by the Agent during the previous fiscal year. This reporting requirement is satisfied by the Agent’s use of the DATCP’s electronic licensing and inspection software.

G. Within 10 days after the date on which it takes place, the Agent shall report to the DATCP, in writing, any change in the assignment of a supervisor of the environmental health inspection personnel who are not currently Wisconsin Registered Sanitarians/REHS and any change in the organization of the inspection staff, including authority line changes. If the Agent employs only one or two sanitarians, the Agent shall report any change in assignment of environmental health inspection personnel who are providing services under this Contract.

H. The Agent shall submit a completed CDC Risk Factor Tracking Sheet annually to the

DATCP for the purpose of enabling the DATCP to determine the types of violations found in facilities throughout the State of Wisconsin. This reporting requirement is satisfied by the Agent's use of the DATCP's electronic licensing and inspection software.

I. As required by Wis. Admin. Code ch. ATCP 74, the Agent shall maintain and keep readily available for use by inspection staff and review by the DATCP, a copy of its Agent Program Plan. The plan shall include, at a minimum, all the components identified in Wis. Admin. Code ch. ATCP 74 and any other information the DATCP requests in writing that it determines is necessary or relevant for its review of the plan. The minimum components include:

1. Employee positions that will issue licenses or conduct investigations and inspections.
2. Staffing and budget plans for issuing licenses, conducting investigations and inspections, providing technical assistance, and enforcing applicable state statutes and rules and local ordinances.
3. A list of the licenses that may be issued by the Agent. A local ordinance may combine and expand license categories, so long as those categories include all of the types of establishments that shall be licensed under this MOA.
4. A list of the fees to be charged by the Agent to licensees. A local ordinance may establish local license fees that differ from fees charged under Wis. Admin. Code chs. ATCP 72, 73, 75 and its Appendix, 76, 78, and 79, for licenses issued by the DATCP. All license fees shall be based on the Agent's reasonable program costs, pursuant to Wis. Stat. § 97.41 (4).
5. A description of the inspection and enforcement program to be implemented by the Agent, including a copy of applicable village, city, or county ordinances or regulations.
6. Procedures to ensure cooperation between the Agent and appropriate federal, state, local, and tribal agencies in the event of a natural disaster or other emergency.
7. Procedures for investigating complaints concerning licensees under this Contract and unlicensed activity that may require licensing and inspection.
8. Procedures for notifying the DATCP when the Agent receives information or a

complaint concerning an establishment that may need to be licensed or inspected by the DATCP within the Agent’s geographical area.

9. Procedures, including cooperation with the DATCP, for investigating reports of suspected foodborne disease.

10. Procedures to ensure the time period within which the Agent will make a determination on an application for a license does not exceed 30 days following receipt of a complete application.

11. Any other information that the DATCP may reasonably require for its review of the Agent’s program plan.

IV. REIMBURSEMENT TO THE DATCP FOR STATE FEES COLLECTED BY AGENT

A. The Agent shall reimburse the DATCP for the state fees from the license fees the Agent collects, as provided under sub. B.

B. The state fees shall not exceed 20% of the state license fees the DATCP sets by administrative rule for the types of facilities for which the Agent issues licenses. The calculation of the state fees is based on state license fees only, not preinspection, reinspection and inspection fees.

C. As of the date of this MOA, the state fees are 10% of the state license fees. The DATCP may increase the state fees up to 20% of the state license fees by announcing a change in the percentage one year prior to the licensing year for which the change applies. Retail food, lodging, and recreational establishment license fee reimbursement shall be:

1. A fee equal to 10% of the applicable state license fee, regardless of the license fee actually charged by the local Agent, if the Agent prepares and submits to the DATCP, by September 30 of that year, an annual self-assessment as required by Wis. Stat. §§ 97.41 and 97.615.

2. Starting July 1, 2023, A fee equal to 11% of the applicable state license fee, regardless of the license fee actually charged by the local Agent, if the Agent prepares and submits to the DATCP, by September 30 of that year, an annual self–assessment as required by Wis. Stat. §§ 97.41 and 97.615.

3. Starting July 1, 2024, A fee equal to 12% of the applicable state license fee, regardless of the license fee actually charged by the local Agent, if the Agent prepares and submits to the DATCP, by September 30 of that year, an annual self-assessment as required by Wis. Stat. §§ 97.41 and 97.615.

4. A fee equal to 20% of the applicable state license, regardless of the license fee actually charged by the Agent, if the Agent fails to submit the annual self-assessment as required under Section VII, to the DATCP, by September 30 of that year. A fee payment under this paragraph does not exempt the Agent from the duty to prepare and submit an annual self-assessment.

D. The DATCP shall provide the Agent with a reimbursement summary form to be used by the Agent to identify all the facilities for which the Agent has issued licenses during the licensing year. The summary shall be formatted by the Agent to include the complexity assessment rating assigned to each retail food establishment licensed during the licensing year.

E. State fees for each licensee shall be based on the state license fee, determined by the license category as follows:

1. Retail Food Establishments - using Wis. Admin. Code § ATCP 75.08 Table B.
2. Lodging and Recreation Facilities – using Wis. Admin. Code chs. ATCP 72, 73, 76, 78 and 79.

F. No later than September 30 of each year, the Agent shall return the completed summary form and reimburse the DATCP for the state fees.

G. If the Agent Program has contracted with the DATCP, pursuant to Wis. Stat. § 97.41 and Wis. Admin. Code § ATCP 74.06, for the DATCP to collect fees and issue licenses, the Agent Program shall pay the DATCP for the actual cost of providing these services.

V. REIMBURSEMENT BY THE DATCP FOR VENDING INSPECTIONS

A. The Agent shall submit a list of vending machine inspections it conducted during the previous fiscal year to the DATCP, no later than September 30 unless the DATCP in its sole discretion extends the deadline for submission, to receive reimbursement from the DATCP for performing the inspections.

B. No later than September 30 of the next fiscal year, the DATCP shall reimburse the Agent for inspections of vending machines during the previous fiscal year, as required in Wis. Stat. § 97.615 (1). If the DATCP extends the deadline for submitting inspection information, the DATCP may reimburse the Agent up to 30 days after receiving this information. The reimbursement amount for vending machine inspections is the portion that remains after deducting the DATCP's clerical and automated licensing processing costs from the license fee.

C. Fee reimbursements for the inspection of vending machines moved from one Agent's jurisdiction to another Agent's jurisdiction will be credited to the Agent making the first inspection during the fiscal year.

VI. COSTS

The total license fees the Agent collects may not exceed the Agent's reasonable costs of issuing licenses to, making investigations and inspections of, and providing education, training and technical assistance to licensed establishments, plus the state fees.

VII. EVALUATION AND TRAINING

A. At least once each year, the Agent Program shall submit a self-assessment in a format determined by the DATCP. The DATCP may waive the self-assessment requirement in a year where the DATCP conducts an evaluation. The DATCP shall evaluate the Agent Program based on the following required information in the self-assessment:

1. The Agent Program's compliance with the MOA terms.
2. The Agent Program's progress in meeting program standards adopted by the DATCP.
3. The Agent Program's records and reports required pursuant to Wis. Admin. Code § ATCP 74.20.

B. The DATCP shall conduct an evaluation, at least once every three years, to assess the Agent's compliance with the provisions of this MOA, program standards set by the DATCP, and applicable statutes and administrative rules. The DATCP may conduct the evaluation process at any reasonable time and shall give the Agent reasonable advance notice. The evaluation process shall include an office

component and a field component. The office component shall include, but is not limited to, review of ordinances, regulations, inspection reports, budget information, and other required documentation. The field component shall include DATCP personnel performing maintenance standardization with the sanitarian who is the Agent Standard, as well as evaluating other sanitarians, if applicable.

C. In addition to the required evaluation, the DATCP may perform additional evaluations of the Agent’s performance at any reasonable time with reasonable advance notice.

D. The DATCP shall provide the Agent program with the DATCP’s written findings based on the review of the self–assessment or an evaluation. The DATCP may, as deemed necessary, increase the evaluation frequency.

E. The Agent shall submit to the DATCP any required corrective action plan detailing how the Agent will meet MOA requirements.

F. The DATCP shall review the corrective action plan and may make additional comments or approve the corrective action plan if deemed acceptable.

G. The Agent shall document progress on the approved corrective action plan on their next one or two yearly self-assessments as necessary.

H. The Agent shall incorporate the approved corrective action plan in its Agent Program Plan.

I. If the Agent fails to meet the conditions specified in the corrective action plan, the DATCP shall:

1. Notify the Agent, in writing, of the deficiencies in meeting the corrective action plan and place the MOA in a conditional status with a deadline for the Agent to meet the corrective action plan conditions.

2. Remove conditional status of the MOA if deficiencies are corrected within the conditional time period.

3. Notify the Agent of its intent to terminate the MOA and revoke Agent status, as provided pursuant to Wis. Admin. Code § ATCP 74.26, if deficiencies remain uncorrected after a conditional deadline has passed.

4. The Agent may request a hearing on the termination in writing, as provided in Wis. Admin. Code § ATCP 1.03 (3), with the request including the information required in Wis. Admin. Code § ATCP 1.06. The DATCP shall hold a hearing, if requested by Agent, within 15 days after the DATCP receives the request, unless the Agent agrees to a different date.

J. Notwithstanding these provisions, the DATCP may exercise its right to immediately suspend a MOA, pursuant to Wis. Admin. Code § ATCP 74.26 (3), to protect public health or safety.

VIII. NONDISCRIMINATION

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

B. Pursuant to s. 16.75(10p), Wis. Stats., Agent agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a organization that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

C. Pursuant to 2019 Wisconsin Executive Order 1, Agent agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

D. The DATCP assumes no liability for the job safety or welfare of the Agent employees, or for the actions or omissions of the Agent employees relating to the administration of the retail food and recreational program, except as otherwise provided by law.

IX. PRIVACY AND CONFIDENTIAL INFORMATION

A. Definitions: The following definitions apply to this section.

1. “Confidential Information” : means all tangible and intangible information and materials, including all Personally Identifiable Information, being disclosed in connection with this MOA, in any form or medium (and without regard to whether the information is owned by the State or by a third party), that satisfy at least one of the following criteria:

a. Personally Identifiable Information as defined in sub. 2;

b. Information not subject to disclosure under Wis. Stat. ch. 19, subch. II, Public Records and Property, that is related to the DATCP’s employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or

c. Information expressly designated as confidential in writing by the DATCP.

2. “Personally Identifiable Information” means an individual’s last name and the individual’s first name or first initial, in combination with, and linked to, any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable:

a. The individual’s Social Security number;

b. The individual’s Driver’s License number or state identification number;

c. The number of the individual’s financial account, including a credit or debit card account number or any security code, access code, or password that would permit access to the individual’s financial account;

d. The individual’s DNA profile; or

e. The individual’s unique biometric data, including fingerprint, voice print, retina or

iris image, or any other unique physical representation, and any other information protected by state or federal law.

3. “Corrective Action Plan” means a plan, developed by the Agent and approved by the DATCP, that the Agent must follow in the event of any threatened or actual use or disclosure of any Confidential Information not specifically authorized by this MOA, or in the event that any Confidential Information is lost or cannot be accounted for by the Agent.

B. Duty of Non-Disclosure and Security Precautions

1. The Agent shall not use Confidential Information for any purpose other than the limited purposes set forth in this MOA and all related and necessary actions taken in fulfillment of the obligations thereunder. The Agent shall not disclose such Confidential Information to any persons other than those Agent Representatives who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this MOA and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this MOA. The Agent shall be responsible for the breach of this MOA by any said Representatives.

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

3. The Agent shall insure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Agent on any reproduction, modification, or translation of such Confidential Information. If requested by the DATCP, Agent shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the DATCP, as directed.

4. The Agent shall return to the DATCP all Personally Identifiable Information it maintains, possesses or controls, collected on behalf of this MOA, upon termination of this MOA and

shall destroy all copies.

C. Legal Disclosure. If Agent or any of its Representatives shall be under a legal obligation in any administrative, regulatory or judicial circumstance to disclose any Confidential Information, the Agent shall give the DATCP's Office of Legal Counsel prompt notice thereof (unless it has a legal obligation to the contrary) to allow the DATCP to inspect the Confidential Information and seek a protective order or other appropriate remedy. In the event that such protective order or other remedy is not obtained, Agent and its Representatives shall furnish only that portion of the information that is legally required and shall disclose the Confidential Information in a manner reasonably designed to preserve its confidential nature. Agent or its representatives shall not be obligated to wait on any action or inaction by the DATCP, under this section, at any time when Agent is required to release information under other authority of law.

D. Unauthorized Use, Disclosure or Loss

1. Immediately upon becoming aware of any threatened or actual use or disclosure of any Confidential Information that is not specifically authorized by this MOA, or that any Confidential Information has been lost or is unaccounted for, the Agent shall notify the DATCP's Office of Legal Counsel of the problem. Such notice shall include, to the best of the local Agent's knowledge at that time, the persons affected, their identities and the Confidential Information disclosed.

2. The Agent shall take immediate steps to mitigate any harmful effects of the unauthorized use, disclosure or loss. The Agent shall cooperate with the DATCP's efforts to seek appropriate injunctive relief or to otherwise prevent or curtail such threatened or actual breach, or to recover the Confidential Information, including complying with a Corrective Action Plan.

X. TERM, TERMINATION, REVOCATION OR SUSPENSION OF AGENT MOA

A. The term of this MOA shall be a period of three years, commencing on the effective date set forth above.

B. TERMINATION. The DATCP or the Agent may terminate this MOA upon 90 days written notice to the other party. The notice shall specify the reasons for termination and the last

day the Agent will have Agent status. By such termination, no party may nullify obligations incurred prior to the effective date of termination. The 90 days' notice requirement may be waived by mutual written consent of the parties.

B. REVOCATION. If the DATCP finds that the Agent has failed to comply with the requirements for Agent status under Wis. Stat. §§ 97.41(2) or 97.615 (2) (b), Wis. Admin. Code ch. ATCP 74, or the terms and conditions of this MOA, the DATCP may revoke Agent status, as provided by statute, upon 90 days written notice to the Agent. The notice shall specify the reasons for revocation and the last day that the Agent will have Agent status.

C. SUSPENSION. If the DATCP finds that suspension of this MOA is necessary to protect the public's health or safety, the DATCP may immediately suspend this MOA upon notice to the Agent. The Agent may request a hearing on the suspension in writing, as provided in Wis. Admin. Code § ATCP 1.03 (3), including the information required in Wis. Admin. Code § ATCP 1.06. The DATCP shall hold a hearing, if requested by Agent, within 15 days after the DATCP receives the request, unless the Agent agrees to a different date. The suspension shall remain in effect until the final hearing decision is issued.

D. REIMBURSEMENT UPON TERMINATION OR REVOCATION:

1. Vending: If this MOA is terminated or revoked, the Agent shall receive reimbursement for inspections of vending machines performed under the MOA up to and including the date of termination or revocation.

2. Other Licenses: If this MOA is terminated or revoked, the Agent shall reimburse the DATCP for the prorated amount, for the remainder of the fiscal year, of all license fees received by the Agent. The reimbursement shall be based on this formula: Days left in fiscal year/365 times the state license fees for all the establishments the Agent has licensed.

E. TRANSFER OF RECORDS. Upon termination or revocation of this MOA, the Agent shall transfer all inspection and enforcement records to the DATCP.

IN WITNESS WHEREOF, DATCP and RACINE COUNTY PUBLIC HEALTH DIVISION have executed this MOA as of the date this MOA is signed by DATCP. This MOA may be executed in multiple originals, which together shall constitute a single agreement. The parties agree to accept a handwritten signature or an electronic signature that complies with Wis. Stat. ch. 137 to execute this MOA.

RACINE COUNTY PUBLIC HEALTH DIVISION

DEPARTMENT OF AGRICULTURE,
TRADE AND CONSUMER PROTECTION

BY: _____
[Name of Signatory]

BY: _____
Amy Millard

TITLE: _____

TITLE: Deputy Administrator

DATE: _____

DATE: _____

RACINE COUNTY HUMANS SERVICES DEPARTMENT

BY: _____
[Name of Signatory]

TITLE: _____

DATE: _____

RESOLUTION NO. 2021-

RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE AUTHORIZING AGREEMENT BETWEEN THE STATE OF WISCONSIN DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION AND RACINE COUNTY PUBLIC HEALTH DIVISION

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

WHEREAS, the Central Racine County Health Department (CRCHD) previously entered into an agency agreement with the State of Wisconsin – Department of Agriculture, Trade and Consumer Protection for the purposes of making various inspections and investigations related to environmental and public health matters; and

WHEREAS, the term of CRCHD’s previous contract expires in 2022 and the newly created Racine County Public Health Division will now continue the duties previously carried out by CRCHD through agreement with the State of Wisconsin – Department of Agriculture, Trade and Consumer Protection for the purposes of making various inspections and investigations related to environmental and public health matters, as set forth in Exhibit “A”.

NOW THEREFORE BE IT RESOLVED by the Racine County Board of Supervisors that the Memorandum of Agreement between the State of Wisconsin Department of Agriculture, Trade and Consumer Protection and Racine County Public Health Division is hereby authorized and approved subject to any amendments, modifications and edits as deemed necessary and appropriate by the Corporation Counsel and the Human Services Director; and

BE IT RESOLVED by the Racine County Board of Supervisors that the fiscal note as set forth in Exhibit “B,” that is attached hereto, is authorized and approved

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Executive, the County Clerk and/or the County Board Chairman are authorized to execute any contracts, agreements, amendments or other documents necessary to carry out the intent of this resolution.

Respectfully submitted,

FINANCE AND HUMAN RESOURCES COMMITTEE

1st Reading _____

2nd Reading _____

BOARD ACTION

Adopted _____

For _____

Against _____

Absent _____

Robert N. Miller, Chairman

Q.A. Shakoor, II, Vice-Chairman

1 Res. 2021-
2 Page Two

3
4 VOTE REQUIRED: Majority

Russell Clark, Secretary

5
6 Prepared by:
7 Corporation Counsel

Nick Demske

8
9
10 _____
John A. Wisch

11
12 _____
Thomas Pringle

13
14 _____
Donald J. Trottier

15
16
17
18
19 **The foregoing legislation adopted by the County Board of Supervisors of**
20 **Racine County, Wisconsin, is hereby:**

21 **Approved:** _____

22 **Vetoed:** _____

23
24 **Date:** _____,

25
26 _____
27 **Jonathan Delagrave, County Executive**

REQUEST FOR COUNTY BOARD ACTION

YEAR <u>2022</u>	<input checked="" type="checkbox"/>	Resolution Request Ordinance Request Report Request
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Requestor/Originator: Human Service Dept - Hope Otto

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. Hope Otto

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: Yes

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 and Human Resources Committee

Date Considered by Committee: 2/16/2022 Date of County Board Meeting to be Introduced: 2/22/2022

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:

Authorization of a new ARPA project for Youth Summer Jobs, Creation of one E40, Youth Vocational Coordinator effective 03/09/2022 and the transfer of \$250,000 within the APRA 2022 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.

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ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	CURRENT BALANCE	TRANSFER	BUDGET AFTER TRANSFER	BALANCE AFTER TRANSFER
ARPA RACINE COUNTY						
ARPA EXPENSE	16200000.400000		36,487,123	(250,000)	(250,000)	36,237,123
TOTAL SOURCES				(250,000)		
ARPA-HUMAN SERVICES - Youth & Family						
WAGES	16200000.401000	New ARPA Project		46,877	46,877	46,877
WORKER'S COMP	16200000.402210	New ARPA Project		469	469	469
SOCIAL SECURITY	16200000.402220	New ARPA Project		3,586	3,586	3,586
RETIREMENT	16200000.402230	New ARPA Project		3,633	3,633	3,633
DISABILITY INSURANCE	16200000.402240	New ARPA Project		469	469	469
GROUP INSURANCE	16200000.402260	New ARPA Project		11,577	11,577	11,577
LIFE INSURANCE	16200000.402270	New ARPA Project		233	233	233
PUBLIC LIABILITY	16200000.436000	New ARPA Project		703	703	703
CONTRACTED SERVICES	16200000.404500	New ARPA Project		182,453	182,453	182,453
TOTAL USES				250,000		
				0		

Authorization of a new ARPA project for Youth Summer Jobs, Creation of one E40, Youth Vocational Coordinator effective 03/09/2022 and the transfer of \$200,000 within the APRA 2022 Budget

FINANCE COMMITTEE RECOMMENDATION

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

FOR	AGAINST

FEB-16-2022

FISCAL NOTE RESOLUTION NO:

EXHIBIT "B"

Fiscal Year:

2022

FTE	POSITION	GRADE	WAGES	FRINGES	CONTRACT	TOTAL
Position created will be effective March 9th, 2022						
Human Services - Youth & Family						
1.000	Youth Vocational Coordinator	E40	46,877	20,670		67,547
<u>1.000</u>	Total for HUMAN SERVICES		<u>46,877</u>	<u>20,670</u>		<u>67,547</u>

February 8, 2022

TO: Bob Miller
Chairman, Finance Committee

FROM: Hope Otto
Human Services Director

RE: Creation of Youth Vocational Coordinator, Fund 2022 Summer Jobs Program, and Professional Networking/Senior Employment Contract

Racine County, in partnership with the Racine Area Manufacturers and Commerce, has championed Talent Pipeline Management (TPM) which makes critical linkages between our education and training institutions with our employers in a supply chain fashion. Critical work has been done in the adult space including our STARTS case managers. Due to the current workforce shortage, we believe we need to expand these efforts and are working to engage additional untapped resources through targeted recruitment efforts.

There are three key talent pools we would like to engage.

1. K-12 pipeline to increase work experience and skill development through summer jobs. This is important for all youth, but in particular at-risk youth.
2. Seniors and retired professionals who may want to re-enter the workforce
3. Purposefully unemployed professionals who may want to re-enter the workforce

In order to achieve coordination with the young adult population, I am proposing the creation of a county Youth Vocational Coordinator position. This position will serve in several key functions:

- Plan, implement, and help evaluate the Racine County Summer Youth Jobs Program
- Provide vocational and career counseling for youth in the community and institutional settings, in particular the Youth Development and Care Center
- Participate in TPM employer collaboratives to ensure skill development meets the demand of the hiring workforce

This position will be part of our overall investment of ARPA dollars this year to support community gang diversion through a community wide Summer Jobs initiative and ongoing youth vocational skills training.

Additionally, I would like to enter into a one year renewable professional services contract to focus on the following populations:

1. Under 55 Adults with professional degrees
 - Networking Groups
 - Business Seminars in partnership with RAMAC and Western Racine County Chambers of Commerce
 - Social Media Network
 - Connection to existing local Professional Associations

2. Seniors
 2. Retired Professionals
 - Networking Groups
 - Business Seminars in partnership with RAMAC and Western Racine County Chambers of Commerce
 - Partnerships with local parishes and churches to utilize their existing networks

 - b. Unemployed Low Income Seniors – utilize connections to subsidized employment opportunities

Sincerely,

Hope Otto, Director
Racine County Human Services Department

REQUEST FOR COUNTY BOARD ACTION

YEAR	<u>2022</u>		Resolution Request
			Ordinance Request
		x	Report Request

Requestor/Originator: John P. Serketich - Principal Assisstant Corporation Counsel

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) John P. Serketich & RASO

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: Yes

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Committee/Individual Sponsoring: Finance & Human Resources

Date Considered by Committee: 2/16/2022 Date of County Board Meeting to be Introduced: 2/22/2022

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

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Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

REPORT BY THE FINANCE AND HUMAN RESOURCES COMMITTEE AUTHORIZING A SETTLEMENT OF THE PROPERTY DAMAGE CLAIM OF MM INSURANCE ON BEHALF OF ITS CLAIMANT JOSIE NORDLING

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:

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1st Reading:

1st & 2nd Reading: *

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Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

REPORT BY THE FINANCE AND HUMAN RESOURCES COMMITTEE AUTHORIZING A SETTLEMENT OF THE PROPERTY DAMAGE CLAIM OF DERRYL GIVENS

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