

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

Supervisor Don Trottier, Chairman
Supervisor Robert Miller, Vice Chairman
Supervisor John Wisch, Secretary
Supervisor Nick Demske
Supervisor Scott Maier

Supervisor Jody Spencer
Supervisor Jason Eckman
Adan Merino-Cabrera, Youth in Governance Representative
Daysia Ward, Youth in Governance Representative

NOTICE OF MEETING OF THE
FINANCE AND HUMAN RESOURCES COMMITTEE

DATE: **THURSDAY OCTOBER 19, 2023**

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

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

AGENDA

1. Convene Meeting
2. Chairman Comments – Youth in Governance/Comments
3. Public Comments
4. Approval of Minutes from the October 10, 2023, committee meeting.
5. Initial Budget Discussion – No Action Item
6. Finance Department – Gwen Zimmer –Authorizing amendments to the 2024 Racine County Executive Budget and adopting the budget as amended – 2023 – Resolution – Requested action: 1st Reading at the October 19, 2023, County Board Meeting.
7. Finance Department – Gwen Zimmer with staff from PFM– Authorizing the Issuance and establishing parameters for the sale of not to exceed \$10,930,000 General Obligation Corporate Purpose Bonds Series 2024A– 2023 – Resolution – Action Requested: 1st Reading at the October 19, 2023, County Board Meeting.
8. Finance Department – Gwen Zimmer with staff from PFM – Authorizing the Issuance and establishing parameters for the sale of not to exceed \$550,000 Taxable General Obligation Promissory Notes Series 2024B – 2023 – Resolution – Action Requested: 1st Reading at the October 19, 2023, County Board Meeting.
9. Finance Department – Gwen Zimmer with staff from PFM – Resolution authorizing the partial redemption of the general obligation refunding bonds dated March 19, 2013 – 2023 – Resolution – Action Requested: 1st reading October 19, 2023.

10. Finance Department – Gwen Zimmer – Resolution authorizing the carry forward of allowable prior year unused levy capacity – 2023 – Resolution – Action Requested: 1st reading October 19, 2023.
11. Finance Department – Gwen Zimmer – Setting a tax levy for 2023 to be collected in 2024 – 2023 – Resolution – Action Requested: 1st Reading at the October 31, 2023, County Board Meeting.
12. Sheriff’s Office –Christopher Schmaling – Authorizing a multi-year agreement with VitalCore Health Strategies, LLC for the term of 1/1/2024 – 12/31/2026. – 2023 – Resolution – Requested action: 1st Reading at the October 19, 2023, County Board Meeting.
13. Human Services - Hope Otto - Authorize changes to Public Health Division's wage schedule effective 1/1/2024. – 2023 – Resolution – Action Requested: 1st Reading at the October 19, 2023, County Board Meeting.
14. Corporation Counsel – Michael Lanzdorf – Authorize the creation of a new salary grade N078, elimination of 3 FTE N076 Child Support Specialist and the addition of 2 FTE N078 Child Support Specialist - Financial and 1 FTE N078 Child Support Specialist - Intergovernmental effective 1/1/2024 – 2023 – Resolution – Action Requested: 1st Reading at the October 19, 2023, County Board Meeting.
15. Finance Department – Gwen Zimmer – Authorize a multi-year agreement with PMA Asset Management, LLC for the term of 1/1/2024 – 12/31/2026. – 2023 – Resolution – Requested action: 1st Reading at the October 19, 2023, County Board Meeting.

a. Bankruptcy Items

Type of Action:	Person/Persons
Chapter 13 Order of Discharge	Jeffrey Lees; Tracey Lees; Timothy Rompella; Tyece Rompella;
Chapter 13 Notice of Case	Precious King; Minnie Davis; Christopher Reed; Karrie Reed; Ieshia Bealin; Adam Porter; Bailey Johnson;
Chapter 13 Order Confirming Plan	David Schilling; Kristy Delaney; Brandon Delaney; Victor McGee JR;
Chapter 13 Notice and Motion to Dismiss Unconfirmed Plan	Kathy Gerber;
Chapter 13 Notice and Motion to Dismiss Confirmed Plan	Paul Lukaszewski; Jeremy Passehl; Maria Passehl;
Chapter 13 Order Modifying Confirmed Plan	Kevin Dahlen;
Chapter 13 Order Granting Debtor’s Motion for Continuation of Stay	Noelle Goodwin;

Chapter 7 Notice of Case – No Proof of Claim Deadline	Devarius Scott Sr; Ryan Lois; Takiya Raymond; Sheila Wasik
Chapter 7 Order of Discharge	Catherine Byrd; Ledell Byrd;

16. Staff Report – No Action Items.

- a) Finance & Human Resources Committee – Next Meeting will be Wednesday October 25, 2023, at 5:00 p.m. for 2023 Budget Deliberation.

17. Adjournment

FINANCE & HUMAN RESOURCES COMMITTEE ACTION ONLY

Requestor/Originator Finance & Human Resources Committee

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date of Committee Meeting: 10/19/2023

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

Description: Minutes from the October 10, 2023 FHR Meeting

Action: **County Board Supervisors**
 Approve
 Deny

Youth In Governance
 Approve
 Deny

FINANCE AND HUMAN RESOURCES COMMITTEE MEETING
Tuesday, October 10, 2023

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

FHR Committee: Chairperson Trottier, Supervisors Demske, Miller, Spencer, Eckman, Maier, and Wisch.

County Board Supervisors: Roanhouse, Rutkowski, Kramer, Harmon, White, Kaprelian, Horeth and Shakoor II.

Other attendees: County Executive Jonathan Delagrave; County Clerk Wendy Christensen; Register of Deeds Karie Pope; Clerk of Courts Amy Vanderhoef; Deputy Clerk of Courts Emily Bruno; Director of PWDS Roley Behm; Highway Superintendent Patrice Brunette; Development Services Superintendent Brian Jensen; District Attorney Patricia Hanson; Communications Director Jackie Bratz; Assistant Communications Director Jody Howell; Sheriff Christopher Schmaling, Chief Deputy James Weidner, Captains Adams, Evans, Madrigal, Friend, and Lieutenant Goetzke; Emergency Management Coordinator Alexander Freeman; Corporation Counsel Michael Lanzdorf; Conservationist Chad Sampson; Engineer Manager Frank Pritzlaff; Finance Director Gwen Zimmer; Human Resources Director Sarah Street and Finance & Budget Manager Byron Dean.

Not in Attendance: Youth in Governance Representatives Ward and Merino-Cabrera.

Agenda Item #1 - Convene Meeting

Meeting Called to Order at 5:00 p.m. by Chairman Trottier.

Agenda Item #2 – Chairman Comments

Chairman Trottier made general budget comments.

Agenda Item #3 - Approval of minutes from the October 9, 2023, meeting.

Action: Approve the minutes from the October 9, 2023, Finance & Human Resources committee meeting. **Motion Passed:** Moved: Supervisor Miller. Seconded: Supervisor Wisch. Vote: All Ayes No Nays.

Agenda Item #4 - The Committee will review the following individual Department Budgets with Department Heads:

- a) County Clerk – Governmental Services – County Clerk Wendy Christensen discussed the budget with the Committee, other County Board Supervisors and Youth Representatives.
- b) Register of Deeds - Governmental Services – Register of Deeds Karie Pope discussed the budget with the Committee, other County Board Supervisors and Youth Representatives.
- c) Clerk of Courts - Governmental Services, including capital in the Statistical Section – Clerk of Courts Amy Vanderhoef and Deputy Clerk of Courts Emily Bruno discussed the budget with the Committee, other County Board Supervisors and Youth Representatives.

FINANCE AND HUMAN RESOURCES COMMITTEE MEETING
Tuesday, October 10, 2023

- d) Public Works & Developmental Services Department – PWDS Director Roley Behm, Highway Superintendent Patrice Brunette, and Development Services Superintendent Brian Jensen discussed the budget with the Committee, other County Board Supervisors and Youth Representatives.
- e) District Attorney including Victim Witness – Criminal Justice & Courts, including capital in Statistical Section. – District Attorney Patricia Hanson discussed the budget with the Committee, other County Board Supervisors and Youth Representatives.
- f) Communications – Administrative Services – Communications Director Jackie Bratz and Assistant Communications Director Jody Howell discussed the budget with the Committee, other County Board Supervisors and Youth Representatives.
- g) Sheriff including Sheriff, Emergency Management and Jail – Criminal Justice & Courts, including capital in the Statistical Section. – Sheriff Christopher Schmaling, Chief Deputy James Weidner, Captains Adams, Evans, Madrigal, Friend, and Lieutenant Goetzke discussed the budget with the Committee, other County Board Supervisors and Youth Representatives.

Agenda Item #5 – Staff Report – No Action Items.

- a) Finance & Human Resources Committee - Next Meeting will be Thursday October 19, 2023.

Agenda Item #6 - Adjournment.

Action: Adjourn the meeting at 7:35 p.m. **Motion Passed.** Moved: Supervisor Miller. Seconded: Supervisor Wisch. Vote: All Ayes No Nays.

REQUEST FOR COUNTY BOARD ACTION

YEAR	2023	X	Resolution Request
			Ordinance Request
			Report Request

Requestor/Originator: Gwen Zimmer - Finance Director

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) Gwen Zimmer
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: N/A

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: 10/19/2023 Date of County Board Meeting to be Introduced: 10/19/2023

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

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

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Authorizing amendments to the 2024 Racine County Executive budget and adopting the budget as amended

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.

RESOLUTION NO. 2023-

RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE AUTHORIZING AMENDMENTS TO THE 2024 RACINE COUNTY EXECUTIVE BUDGET AND ADOPTING THE BUDGET AS AMENDED

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

BE IT RESOLVED by the Racine County Board of Supervisors that the 2024 Racine County Budget as set forth in Exhibit "A" and as amended, if applicable, which is attached hereto is authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the 2024 Racine County Budget which is incorporated herein by reference be and is hereby adopted. A copy of the 2024 Racine County Executive Budget shall be on file with the Racine County Clerk and available online at RacineCounty.com.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the capital projects as set forth in "Capital Projects" of the Miscellaneous Departments section and "Capital" in the Statistical Information section of the Racine County 2024 Budget are hereby authorized and approved provided that, any projects that are to be funded through the proceeds of a bond sale are contingent on the County Board authorizing the appropriate bond sale through the passage of appropriate authorizing resolution. The capital projects that are approved in this budget are non-lapsing capital projects and shall continue from year to year until completed or until unauthorized by the Racine County Board of Supervisors.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the positions listed in "Positions Authorized by the County Board", Statistical Information Section and in each "Positions Authorized by the County Board" for each department of the Racine County 2024 Budget are authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the fees set forth in the "Fee Schedule", Statistical Information section of the Racine County 2024 Budget are authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the non-lapsing and/or revenue transfer accounts set for in the "Non-Lapsing and Revenue Transfer Accounts" and "Non-Lapsing Funds", Statistical Information section of the Racine County 2024 Budget are authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the Racine County budget is adopted by the Racine County Board of Supervisors at the level stated on the Authorized Budget pages.

The Levels of control on the Authorized Budget Page are:

Revenues:

Expenses:

Other Funding:

1 Operating Transfers
2 Proceeds from Bonds
3 Use of Reserves

4 Res No.
5 Page Two

6
7 Human Services Department – The level of control on the Authorized Budget Page are
8 listed below.

9
10 The five levels of control are as follows:

11 Administration
12 Workforce & Supportive Services
13 Youth & Family
14 Aging & Disability
15 Mental Health
16

17
18 Listing of Target Groups/Target Populations that make up each level of control.

19
20 1 DD Developmentally Disabled
21 2 MH Mental Health
22 3 AODA Alcohol & Other Drug Abuse
23 5 DS Delinquents & Status Offenders
24 6 AN Abused and Neglected Children
25 7 CF Children and Families
26 8 A&E Adults & Elderly
27 9 WS Workforce & Supportive
28 10 ADMIN Administration
29 11 RC Racine County Enhancements
30

31 Transfers between any of the specified budget level of control may be made by the
32 Board of Supervisors pursuant to Sec. 2-86 Racine County Code of Ordinances or by the
33 Finance and Human Resources Committee pursuant to Sec. 2-130 Racine County Code of
34 Ordinances.

35
36 For purposes of the annual financial report the General Fund and the Human Services
37 fund budgets are adopted at the function level and all other funds are adopted at the total fund
38 level.

39
40 The Racine County Budget also contains the Budget Detail Supplemental page, which
41 is the detail supporting the Authorized Budget Page and is intended only to be supplemental
42 information and not adopted by the Racine County Board of Supervisors. The Finance
43 Director is authorized to establish the accounts as set forth in the Budget Detail Supplemental
44 page. Transfers are allowed between the accounts established by the Finance Director and
45 the County Executive. A report on all such transfers shall be submitted to the Racine County
46 Finance and Human Resources Committee by the Finance Department on a quarterly basis.

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48 **BE IT FURTHER RESOLVED** by the Racine County Board of Supervisors that the
49 Finance Director is authorized to make any technical corrections in the budget that are
50 deemed necessary.

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Res No.
Page Three

Respectfully submitted,

1st Reading _____

**FINANCE AND HUMAN RESOURCES
COMMITTEE**

2nd Reading _____

BOARD ACTION

Donald Trotter, Chairman

Adopted _____

For _____

Against _____

Absent _____

Robert N. Miller, Vice-Chairman

VOTE REQUIRED: Majority

John Wisch, Secretary

Prepared by:
Corporation Counsel

Nick Demske

Scott Maier

Jody Spencer

Jason Eckman

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

Approved: _____

Vetoed: _____

Date: _____,

Jonathan Delagrave, County Executive

INFORMATION ONLY

WHEREAS, there is a need to adopt a budget for the year 2024.

REQUEST FOR COUNTY BOARD ACTION

YEAR	2023	X	Resolution Request
			Ordinance Request
			Report Request

Requestor/Originator: Finance Director - Gwen Zimmer

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) Gwen Zimmer, PFM

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: N/A

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: 10/19/2023 Date of County Board Meeting to be Introduced: 10/19/2023

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

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

Signature of Committee Chairperson/Designee:

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$10,930,000 General Obligation Corporate Purpose Bonds, Series 2023A

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.

RESOLUTION NO. _____

RESOLUTION BY THE FINANCE AND HUMAN
RESOURCES COMMITTEE AUTHORIZING THE ISSUANCE
AND ESTABLISHING PARAMETERS FOR THE SALE OF
NOT TO EXCEED \$10,930,000 GENERAL OBLIGATION
CORPORATE PURPOSE BONDS, SERIES 2024A

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

WHEREAS, the County Board of Supervisors of Racine County, Wisconsin (the "County") hereby finds and determines that it is necessary, desirable and in the best interest of the County to raise funds for the public purposes of financing the cost of highway projects and other capital projects included in the County's 2024 Capital Improvement Plan (collectively, the "Projects");

WHEREAS, the County Board of Supervisors hereby finds and determines that each of the Projects is within the County's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, counties are authorized by the provisions of Section 67.04, Wisconsin Statutes, to borrow money and issue general obligation bonds for such public purposes;

WHEREAS, the County may issue general obligation bonds only if one or more of the conditions specified in Section 67.045, Wisconsin Statutes apply;

WHEREAS, general obligation bonds to finance the Projects may be issued under Section 67.045(1)(f), Wisconsin Statutes, if approved by a vote of at least three-fourths of the members-elect of the County Board of Supervisors;

WHEREAS, the County Board of Supervisors deems it necessary and in the best interest of the County to borrow the monies needed for the Projects through the issuance of a single issue of general obligation bonds (the "Bonds") pursuant to the provisions of Section 67.04, Wisconsin Statutes, upon satisfaction of the terms and conditions hereinafter provided;

WHEREAS, none of the proceeds of the Bonds shall be used to fund the operating expenses of the general fund of the County or to fund the operating expenses of any special revenue fund of the County that is supported by property taxes;

WHEREAS, the County has directed PFM Financial Advisors LLC ("PFM") to take the steps necessary for the County to offer and sell the Bonds at public sale and to obtain bids for the purchase of the Bonds; and

WHEREAS, in order to facilitate the sale of the Bonds in a timely manner, the County Board of Supervisors hereby finds and determines that it is necessary, desirable and in the best interest of the County to delegate to any one of the County Executive, Corporation Counsel or Finance Director (each, an "Authorized Officer") the authority to accept on behalf of the County

the bid for the Bonds that results in the lowest true interest cost for the Bonds (the "Proposal") so long as the Proposal meets the terms and conditions provided for in this Resolution by executing a certificate in substantially the form attached hereto as Exhibit A and incorporated herein by this reference (the "Approving Certificate").

NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors that there shall be issued general obligation bonds of the County in a principal amount not to exceed \$4,995,000 for the public purpose of providing for the construction, improvement and maintenance of highways and bridges; and

BE IT FURTHER RESOLVED that there shall be issued general obligation bonds of the County in a principal amount not to exceed \$5,935,000 for the public purpose of financing other capital projects included in the County's 2024 Capital Improvement Plan; and

BE IT FURTHER RESOLVED that:

Section 1A. Notice to Electors. The County Clerk shall, within fifteen (15) days hereafter, cause public notice of the adoption of the above resolution providing for the issuance of general obligation bonds to finance the construction, improvement and maintenance of highways and bridges to be given to the electors of the County by publishing a notice thereof in the official County newspaper as a class 1 notice under Chapter 985, Wisconsin Statutes, such notice to be in substantially the form set forth on Exhibit B hereto.

Section 1B. Authorization and Sale of the Bonds; Parameters. For the purpose of paying the cost of the Projects, the County is authorized to borrow pursuant to Section 67.04, Wisconsin Statutes, the aggregate principal sum of not to exceed TEN MILLION NINE HUNDRED THIRTY THOUSAND DOLLARS (\$10,930,000) upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the conditions set forth in Section 15 of this Resolution, the Chairperson and County Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the financial institution that submitted the Proposal (the "Purchaser") for, on behalf of and in the name of the County, the Bonds aggregating the principal amount of not to exceed TEN MILLION NINE HUNDRED THIRTY THOUSAND DOLLARS (\$10,930,000). The purchase price to be paid to the County for the Bonds shall not be less than 99.00% nor more than 103.50% of the principal amount of the Bonds.

Section 2. Terms of the Bonds. The Bonds shall be designated "General Obligation Corporate Purpose Bonds, Series 2024A" (unless otherwise designated in the Approving Certificate); shall be issued in the aggregate principal amount of up to \$10,930,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; shall mature on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity may be increased or decreased by up to \$200,000 per maturity; and that the aggregate principal amount of the Bonds shall not exceed \$10,930,000. The schedule below assumes the Bonds are issued in the aggregate principal amount of \$10,930,000.

<u>Date</u>	<u>Principal Amount</u>
March 1, 2025	\$540,000
March 1, 2026	850,000
March 1, 2027	535,000
March 1, 2028	560,000
March 1, 2029	590,000
March 1, 2030	620,000
March 1, 2031	655,000
March 1, 2032	685,000
March 1, 2033	720,000
March 1, 2034	760,000
March 1, 2035	795,000
March 1, 2036	840,000
March 1, 2037	880,000
March 1, 2038	925,000
March 1, 2039	975,000

Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2025, or on such other date as set forth in the Approving Certificate. The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) shall not exceed 6.00%. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Bonds maturing on March 1, 2035 and thereafter are subject to redemption prior to maturity, at the option of the County, on March 1, 2034 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the County, and within each maturity, by lot (as selected by DTC (defined herein)), at the principal amount thereof, plus accrued interest to the date of redemption.

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

Section 5. Tax Provisions.

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

(B) Tax Collection. So long as any part of the principal of or interest on the Bonds remains unpaid, the County shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Bonds, said tax shall be, from year to year, carried onto the tax roll of the

County and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the County for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

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

(D) Appropriation. To the extent necessary, the County hereby appropriates from proceeds of the Bonds or other funds of the County on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay interest on the Bonds coming due in 2024, if any, as set forth on the schedule to be attached to the Approving Certificate.

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Corporate Purpose Bonds, Series 2024A" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Bonds is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery of and payment for the Bonds; (ii) any premium which may be received by the County above the par value of the Bonds and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Bonds when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Bonds when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

purchasing the Bonds as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

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

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

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the County, charged with the responsibility for issuing the Bonds, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Bonds to the Purchaser which will permit the conclusion that the Bonds are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The County represents and covenants that the projects financed by the Bonds and the ownership, management and use of the projects will not cause the Bonds to be "private activity bonds" within the meaning of Section 141 of the Code. The County further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Bonds including, if applicable, the rebate requirements of Section 148(f) of the Code. The County further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The County Clerk or other officer of the County charged with the responsibility of issuing the Bonds shall provide an appropriate

certificate of the County certifying that the County can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The County also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Bonds provided that in meeting such requirements the County will do so only to the extent consistent with the proceedings authorizing the Bonds and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Execution of the Bonds; Closing; Professional Services. The Bonds shall be issued in printed form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Bonds may be imprinted on the Bonds in lieu of the manual signature of the officer but, unless the County has contracted with a fiscal agent to authenticate the Bonds, at least one of the signatures appearing on each Bond shall be a manual signature. In the event that either of the officers whose signatures appear on the Bonds shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Bonds and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The County hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements and contracts in conjunction with the Bonds, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Bonds is hereby ratified and approved in all respects.

Section 11. Payment of the Bonds; Fiscal Agent. The principal of and interest on the Bonds shall be paid by the County's Finance Director (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Bonds. The County shall cause books for the registration and for the transfer of the Bonds to be kept by the Fiscal Agent. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Bond shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

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

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

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Bonds (the "Record Date"). Payment of interest on the Bonds on any interest payment date shall be made to the registered owners of the Bonds as they appear on the registration book of the County at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Bonds eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the County Clerk or other authorized representative of the County is authorized and directed to execute and deliver to DTC on behalf of the County to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the County Clerk's office.

Section 15. Conditions on Issuance and Sale of the Bonds; Report of Results of Sale. The issuance of the Bonds and the sale of the Bonds to the Purchaser are subject to satisfaction of the following conditions:

- (a) expiration of the petition period provided for under Section 67.05(4), Wisconsin Statutes, without the filing of a sufficient petition for a referendum with respect to the resolution authorizing the issuance of the portion of the Bonds financing the construction, improvement and maintenance of highways and bridges; and
- (b) approval by an Authorized Officer of the principal amount, definitive maturities, interest rates and purchase price for the Bonds, which approval shall be evidenced by execution by an Authorized Officer of the Approving Certificate.

The Bonds shall not be issued, sold or delivered until these conditions are satisfied. Upon satisfaction of these conditions, any one of the Authorized Officers is authorized to execute a Proposal with the Purchaser providing for the sale of the Bonds to the Purchaser.

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

Section 16. Official Statement. The County Board of Supervisors hereby directs an Authorized Officer to approve the Preliminary Official Statement with respect to the Bonds and deem the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Authorized Officer or other officers of the County in connection with the preparation of such Preliminary Official Statement and any addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate County official shall certify the Preliminary Official Statement and any

addenda or final Official Statement. The County Clerk shall cause copies of the Preliminary Official Statement and any addenda or final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The County hereby covenants and agrees, for the benefit of the owners of the Bonds, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Bonds or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the County to comply with the provisions of the Undertaking shall not be an event of default with respect to the Bonds).

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

Section 18. Record Book. The County Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Bonds in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Bonds, the officers of the County are authorized to take all actions necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson and County Clerk including provisions regarding restrictions on investment of Bond proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Bonds by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Bond provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

1st Reading _____

Respectfully submitted,

FINANCE AND HUMAN RESOURCES
COMMITTEE

2nd Reading _____

BOARD ACTION

Adopted _____

For _____

Against _____

Absent _____

VOTE REQUIRED: 3/4 OF MEMBERS - ELECT _____

EXHIBIT A

APPROVING CERTIFICATE

I, [_____], the [County Executive][Corporation Counsel][Finance Director] of Racine County, Wisconsin (the "County"), hereby certify that:

1. Resolution. On October 31, 2023, the County Board of Supervisors of the County adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$10,930,000 General Obligation Corporate Purpose Bonds, Series 2024A of the County (the "Bonds") after a public sale and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Bonds, and to determine the details for the Bonds within the parameters established by the Resolution.

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

3. Proposal; Terms of the Bonds. On the date hereof, the Bonds were offered for public sale and the bids set forth on the Bid Tabulation attached hereto as Schedule I and incorporated herein by this reference were received. The institution listed first on the Bid Tabulation (the "Purchaser") offered to purchase the Bonds in accordance with the terms set forth in the Proposal attached hereto as Schedule II and incorporated herein by this reference (the "Proposal"). PFM Financial Advisors LLC recommends the County accept the Proposal. The Proposal meets the parameters and conditions established by the Resolution and is hereby approved and accepted.

The Bonds shall be issued in the aggregate principal amount of \$_____, which is not more than the \$10,930,000 approved by the Resolution. Bonds in the amount of \$_____ shall be issued for the construction, improvement and maintenance of highways and bridges and Bonds in the amount of \$_____ shall be issued for other capital projects included in the County's 2024 Capital Improvement Plan. The Bonds shall mature on March 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule III and incorporated herein by this reference. The amount of each annual principal payment due on the Bonds is not more than \$200,000 more or less per maturity than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
March 1, 2025	\$540,000	\$ _____
March 1, 2026	850,000	_____
March 1, 2027	535,000	_____
March 1, 2028	560,000	_____
March 1, 2029	590,000	_____
March 1, 2030	620,000	_____
March 1, 2031	655,000	_____

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
March 1, 2032	\$685,000	\$ _____
March 1, 2033	720,000	_____
March 1, 2034	760,000	_____
March 1, 2035	795,000	_____
March 1, 2036	840,000	_____
March 1, 2037	880,000	_____
March 1, 2038	925,000	_____
March 1, 2039	975,000	_____

The true interest cost on the Bonds (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of 6.00%, as required by the Resolution.

4. Purchase Price of the Bonds. The Bonds shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$ _____, plus accrued interest, if any, to the date of delivery of the Bonds, which is not less than 99.00% nor more than 103.50% of the principal amount of the Bonds, as required by the Resolution.

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

6. Expiration of Petition Period. The petition period provided for under Section 67.05(4), Wisconsin Statutes, has expired without the filing of a sufficient petition for a referendum with respect to the resolution authorizing the issuance of the Bonds to finance the construction, improvement and maintenance of highways and bridges.

7. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturities, interest rates and purchase price for the Bonds and the direct annual irrevocable tax levy to repay the Bonds, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on _____, 2024 pursuant to the authority delegated to me in the Resolution.

[_____
Jonathan Delagrave
County Executive]

OR

[_____
Michael Lanzdorf
Corporation Counsel]

OR

[_____
Gwen Zimmer
Finance Director]

SCHEDULE I TO APPROVING CERTIFICATE

Bid Tabulation

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

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Proposal

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

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Pricing Summary

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

(See Attached)

COPY

SCHEDULE IV TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

COPY

EXHIBIT B

NOTICE TO ELECTORS OF RACINE COUNTY, WISCONSIN

NOTICE IS HEREBY GIVEN that the following initial resolution has been adopted at the meeting of the County Board of Supervisors of Racine County, held October 31, 2023:

NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors that there shall be issued general obligation bonds of the County in a principal amount not to exceed \$4,995,000 for the public purpose of providing for the construction, improvement and maintenance of highways and bridges.

Wisconsin Statutes (s. 67.05(4)) provide that the initial resolution need not be submitted to the electors unless within 30 days after adoption of the initial resolution a petition is filed in the County Clerk's office requesting a referendum. This petition must be signed by electors numbering at least 10% of the votes cast in the County for governor at the last general election.

Dated October 31, 2023.

By Order of the County Board of Supervisors
Wendy M. Christensen, County Clerk

EXHIBIT C

(Form of Bond)

REGISTERED	UNITED STATES OF AMERICA	DOLLARS
NO. R-_____	STATE OF WISCONSIN	\$ _____
	RACINE COUNTY	
	GENERAL OBLIGATION CORPORATE PURPOSE BOND, SERIES 2024A	

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
March 1, _____	_____, 2024	_____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, Racine County, Wisconsin (the "County"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on [March 1, 2025] until the aforesaid principal amount is paid in full. Both the principal of and interest on this Bond are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Bond is registered on the Bond Register maintained by the County's Finance Director (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Bond is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Bond is one of an issue of Bonds aggregating the principal amount of \$ _____, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the County pursuant to the provisions of Section 67.04, Wisconsin Statutes, for the public purposes of providing for the construction, improvement and maintenance of highways and bridges (\$ _____) and financing other capital projects included in the County's 2024 Capital Improvement Plan (\$ _____), as authorized by a resolution adopted on October 31, 2023, as supplemented by an Approving Certificate, dated

_____, 2024 (collectively, the "Resolution"). The Resolution is recorded in the official minutes of the County Board of Supervisors for said date.

The Bonds maturing on March 1, 2035 and thereafter are subject to redemption prior to maturity, at the option of the County, on March 1, 2034 or on any date thereafter. Said Bonds are redeemable as a whole or in part, and if in part, from maturities selected by the County, and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

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

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

This Bond is transferable only upon the books of the County kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Bonds, and the County appoints another depository, upon surrender of the Bond to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Bond in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the County for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Bonds (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Bonds, or (iii) with respect to any particular Bond, after such Bond has been called for redemption. The Fiscal Agent and County may treat and consider the Depository in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof

and interest due hereon and for all other purposes whatsoever. The Bonds are issuable solely as negotiable, fully-registered Bonds without coupons in the denomination of \$5,000 or any integral multiple thereof.

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

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

RACINE COUNTY, WISCONSIN

By: _____
Thomas E. Roanhouse
Chairperson

(SEAL)

By: _____
Wendy M. Christensen
County Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)

REQUEST FOR COUNTY BOARD ACTION

YEAR	2023	X	Resolution Request
			Ordinance Request
			Report Request

Requestor/Originator: Finance Director - Gwen Zimmer

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) Gwen Zimmer, PFM
 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: N/A

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: 10/19/2023 Date of County Board Meeting to be Introduced: 10/19/2023

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

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

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Authorizing the Issuance and Establishing Parameters for the Sale of Not to Exceed \$550,000 Taxable General Obligation Promissory Notes, Series 2023B

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.

RESOLUTION NO. _____

RESOLUTION BY THE FINANCE AND HUMAN
RESOURCES COMMITTEE AUTHORIZING THE ISSUANCE
AND ESTABLISHING PARAMETERS FOR THE SALE OF
NOT TO EXCEED \$550,000 TAXABLE GENERAL
OBLIGATION PROMISSORY NOTES, SERIES 2024B

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

WHEREAS, the County Board of Supervisors of Racine County, Wisconsin (the "County") hereby finds and determines that it is necessary, desirable and in the best interest of the County to raise funds for public purposes, including funding Racine County Economic Development Corporation's revolving loan program and/or high impact fund (collectively, the "Project");

WHEREAS, the County Board of Supervisors hereby finds and determines that the Project is within the County's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b), Wisconsin Statutes;

WHEREAS, counties are authorized by the provisions of Section 67.12(12), Wisconsin Statutes, to borrow money and issue general obligation promissory notes for such public purposes;

WHEREAS, the County may issue general obligation promissory notes only if one or more of the conditions specified in Section 67.045, Wisconsin Statutes apply;

WHEREAS, general obligation promissory notes to finance the Project may be issued under Section 67.045(1)(f), Wisconsin Statutes, if approved by a vote of at least three-fourths of the members-elect of the County Board of Supervisors;

WHEREAS, the County Board of Supervisors deems it necessary and in the best interest of the County to borrow the monies needed for the Project through the issuance of general obligation promissory notes (the "Notes") pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, upon satisfaction of the terms and conditions hereinafter provided;

WHEREAS, none of the proceeds of the Notes shall be used to fund the operating expenses of the general fund of the County or to fund the operating expenses of any special revenue fund of the County that is supported by property taxes;

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

WHEREAS, the County has directed PFM Financial Advisors LLC ("PFM") to take the steps necessary for the County to offer and sell the Notes at public sale and to obtain bids for the purchase of the Notes; and

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

NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors that there shall be issued general obligation promissory notes of the County in a principal amount not to exceed \$550,000 for public purposes, including funding Racine County Economic Development Corporation's revolving loan program and/or high impact fund; and

BE IT FURTHER RESOLVED that:

Section 1. Authorization and Sale of the Notes; Parameters. For the purpose of paying the cost of the Project, the County is authorized to borrow pursuant to Section 67.12(12), Wisconsin Statutes, the aggregate principal sum of not to exceed FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$550,000) upon the terms and subject to the conditions set forth in this Resolution. Subject to satisfaction of the condition set forth in Section 13 of this Resolution, the Chairperson and County Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the financial institution that submitted the Proposal (the "Purchaser") for, on behalf of and in the name of the County, the Notes aggregating the principal amount of not to exceed FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$550,000). The purchase price to be paid to the County for the Notes shall not be less than 99.00% nor more than 103.50% of the principal amount of the Notes.

Section 2. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Promissory Notes, Series 2024B" (unless otherwise designated in the Approving Certificate); shall be issued in the aggregate principal amount of up to \$550,000; shall be dated as of their date of issuance; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; shall mature on the dates and in the principal amounts set forth below, provided that the principal amount of each maturity may be increased or decreased by up to \$50,000 per maturity; and that the aggregate principal amount of the Notes shall not exceed \$550,000. The schedule below assumes the Notes are issued in the aggregate principal amount of \$550,000.

<u>Date</u>	<u>Principal Amount</u>
March 1, 2025	\$170,000
March 1, 2026	185,000
March 1, 2027	195,000

Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on March 1, 2025, or on such other date as set forth in the Approving Certificate. The true interest cost on the Notes (computed taking the Purchaser's compensation into account) shall not exceed 7.00%. Interest shall be computed upon the basis of a 360-day year of twelve

30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Notes are not subject to optional redemption prior to maturity.

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in each year during the term of the Notes in such amounts as are sufficient to meet the principal and interest payments due on the Notes in the following year, which amounts are to be set forth in the Approving Certificate.

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

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

(D) Appropriation. To the extent necessary, the County hereby appropriates from proceeds of the Notes or other funds of the County on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay interest on the Notes coming due in 2024, if any, as set forth on the schedule to be attached to the Approving Certificate.

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for Taxable General Obligation Promissory Notes, Series 2024B" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the County above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

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

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

Section 9. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the County's Finance Director (the "Fiscal Agent").

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

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

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

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

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

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

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

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

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

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

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

Section 16. Record Book. The County Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 17. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the County are authorized to take all actions necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson and County Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 18. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

1st Reading _____

Respectfully submitted,

FINANCE AND HUMAN RESOURCES
COMMITTEE

2nd Reading _____

BOARD ACTION

Adopted _____

For _____

Against _____

Absent _____

VOTE REQUIRED: 3/4 OF MEMBERS - ELECT

EXHIBIT A

APPROVING CERTIFICATE

I, [_____], the [County Executive][Corporation Counsel][Finance Director] of Racine County, Wisconsin (the "County"), hereby certify that:

1. Resolution. On October 31, 2023, the County Board of Supervisors of the County adopted a resolution (the "Resolution") authorizing the issuance and establishing parameters for the sale of not to exceed \$550,000 Taxable General Obligation Promissory Notes, Series 2024B of the County (the "Notes") after a public sale and delegating to me the authority to approve the Preliminary Official Statement, to approve the purchase proposal for the Notes, and to determine the details for the Notes within the parameters established by the Resolution.

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

3. Proposal; Terms of the Notes. On the date hereof, the Notes were offered for public sale and the bids set forth on the Bid Tabulation attached hereto as Schedule I and incorporated herein by this reference were received. The institution listed first on the Bid Tabulation (the "Purchaser") offered to purchase the Notes in accordance with the terms set forth in the Proposal attached hereto as Schedule II and incorporated herein by this reference (the "Proposal"). PFM Financial Advisors LLC recommends the County accept the Proposal. The Proposal meets the parameters and conditions established by the Resolution and is hereby approved and accepted.

The Notes shall be issued in the aggregate principal amount of \$_____, which is not more than the \$550,000 approved by the Resolution, and shall mature on March 1 of each of the years and in the amounts and shall bear interest at the rates per annum as set forth in the Pricing Summary attached hereto as Schedule III and incorporated herein by this reference. The amount of each annual principal payment due on the Notes is not more than \$50,000 more or less per maturity than the schedule included in the Resolution as set forth below:

<u>Date</u>	<u>Resolution Schedule</u>	<u>Actual Amount</u>
March 1, 2025	\$170,000	\$ _____
March 1, 2026	185,000	_____
March 1, 2027	195,000	_____

The true interest cost on the Notes (computed taking the Purchaser's compensation into account) is _____%, which is not in excess of 7.00%, as required by the Resolution.

4. Purchase Price of the Notes. The Notes shall be sold to the Purchaser in accordance with the terms of the Proposal at a price of \$_____, plus accrued interest, if any, to the date of delivery of the Notes, which is not less than 99.00% nor more than 103.50% of the principal amount of the Notes, as required by the Resolution.

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

6. Approval. This Certificate constitutes my approval of the Proposal, and the principal amount, definitive maturities, interest rates and purchase price for the Notes and the direct annual irrepealable tax levy to repay the Notes, in satisfaction of the parameters set forth in the Resolution.

IN WITNESS WHEREOF, I have executed this Certificate on _____, 2024 pursuant to the authority delegated to me in the Resolution.

Jonathan Delagrave
County Executive]

OR

Michael Lanzdorf
Corporation Counsel]

OR

Gwen Zimmer
Finance Director]

SCHEDULE I TO APPROVING CERTIFICATE

Bid Tabulation

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

(See Attached)

COPY

SCHEDULE II TO APPROVING CERTIFICATE

Proposal

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

(See Attached)

COPY

SCHEDULE III TO APPROVING CERTIFICATE

Pricing Summary

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

(See Attached)

COPY

SCHEDULE IV TO APPROVING CERTIFICATE

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

COPY

EXHIBIT B

(Form of Note)

REGISTERED UNITED STATES OF AMERICA DOLLARS
NO. R- STATE OF WISCONSIN \$
RACINE COUNTY
TAXABLE GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2024B

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
March 1, _____, 2024 _____%

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$ _____)

FOR VALUE RECEIVED, Racine County, Wisconsin (the "County"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on March 1 and September 1 of each year commencing on [March 1, 2025] until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the County's Finance Director (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is one of an issue of Notes aggregating the principal amount of \$_____, all of which are of like tenor, except as to denomination, interest rate and maturity date, issued by the County pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including funding Racine County Economic Development Corporation's revolving loan program and/or high impact fund, as authorized by a resolution adopted on October 31, 2023, as supplemented by an Approving Certificate, dated _____, 2024 (collectively, the "Resolution"). The Resolution is recorded in the official minutes of the County Board of Supervisors for said date.

The Notes are not subject to optional redemption.

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

This Note is transferable only upon the books of the County kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the County appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the County for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes after the Record Date. The Fiscal Agent and County may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

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

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

RACINE COUNTY, WISCONSIN

By: _____
Thomas E. Roanhouse
Chairperson

(SEAL)

By: _____
Wendy M. Christensen
County Clerk

COPY

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)

REQUEST FOR COUNTY BOARD ACTION

YEAR	2023	X	Resolution Request
			Ordinance Request
			Report Request

Requestor/Originator: Finance Director - Gwen Zimmer

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. Gwen Zimmer, PFM

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: N/A

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: 10/19/2023 Date of County Board Meeting to be Introduced: 10/19/2023

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

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

Signature of Committee Chairperson/Designee:

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Resolution authorizing the partial redemption of the general obligation refunding bonds dated March 19, 2013

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.

RESOLUTION NO. ____

RESOLUTION AUTHORIZING THE PARTIAL REDEMPTION OF THE
GENERAL OBLIGATION REFUNDING BONDS,
DATED MARCH 19, 2013

WHEREAS, Racine County, Wisconsin (the "County") has outstanding its General Obligation Refunding Bonds, dated March 19, 2013 (the "2013 Bonds"); and

WHEREAS, the County Board of Supervisors has determined that it is necessary and desirable to call \$1,305,000 of the 2026 maturity of the 2013 Bonds for redemption on December 5, 2023 (the "Refunded Obligations") with funds of the County on hand.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Supervisors of the County, that the Refunded Obligations be called for prior payment on December 5, 2023 at the price of par plus accrued interest to the date of redemption.

The County hereby directs the Finance Director to cause timely notice of redemption, in substantially the form attached hereto as Exhibit A and incorporated herein by this reference (the "Notice"), to be provided at the times, to the parties and in the manner set forth on the Notice. Further, the Finance Director shall cause the funds necessary to redeem the Refunded Obligations to be provided to The Depository Trust Company.

Adopted and recorded October 31, 2023.

Thomas E. Roanhouse
Chairperson

ATTEST:

Wendy M. Christensen
County Clerk

(SEAL)

EXHIBIT A

NOTICE OF CALL*

RACINE COUNTY, WISCONSIN
GENERAL OBLIGATION REFUNDING BONDS
DATED MARCH 19, 2013 (the "Bonds")

NOTICE IS HEREBY GIVEN that the Bonds of the above-referenced issue which mature on the date and in the amount; bear interest at the rate; and have a CUSIP No. as set forth below have been called by the County for prior payment on December 5, 2023 at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the date of prepayment:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP No.</u>
03/01/2026	\$1,305,000**	4.00%	749845QM8

The County shall deposit federal or other immediately available funds sufficient for such redemption at the office of The Depository Trust Company on or before December 5, 2023.

Said Bonds will cease to bear interest on December 5, 2023.

By Order of the
County Board of Supervisors
Racine County
County Clerk

Dated _____

* To be provided by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by The Depository Trust Company, to The Depository Trust Company, Attn: Supervisor, Call Notification Department, 570 Washington Blvd., Jersey City, NJ 07310, not less than thirty (30) days nor more than sixty (60) days prior to December 5, 2023 and to the MSRB electronically through the Electronic Municipal Market Access (EMMA) System website at www.emma.msrb.org.

** Represents a portion of the principal amount outstanding of this maturity.

REQUEST FOR COUNTY BOARD ACTION

YEAR	2023	X	Resolution Request
			Ordinance Request
			Report Request

Requestor/Originator: Finance Director - Gwen Zimmer

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) Gwen Zimmer, PFM

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: N/A

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: 10/19/2023 Date of County Board Meeting to be Introduced: 10/19/2023

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

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

Signature of Committee Chairperson/Designee:

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Resolution authorizing the carry forward of allowable prior year unused levy capacity per Wis Stat 66.0602(3)(fm)

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.

RESOLUTION NO. 2023-XX

RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE AUTHORIZING THE CARRY FORWARD OF ALLOWABLE PRIOR YEAR UNUSED LEVY CAPACITY

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

WHEREAS, Racine County’s 2022 Levy Limit Worksheet for the 2023 budget notes that \$534,124 was unused; and

WHEREAS, Racine County asked PFM Financial Advisors LLC to review the amount of outstanding debt and assist in identifying the best approach that the County could take to use the levy carryforward dollars; and

WHEREAS, the amount of outstanding general obligation debt as of December 31, 2022, was \$165,170,000 as stated in Racine County’s Fiscal Year 2022 Audited Financial Statements; and

WHEREAS, after the 2023 debt issuances and the payment of principal in 2023, the amount of outstanding general obligation debt for Racine County is projected to be \$166,475,000 as of December 31, 2023 (*i.e.*, \$1,305,000 higher than the balance as of December 31, 2022); and

WHEREAS, if a governing body’s allowable levy in the prior year was greater than its actual levy in that year, the governing body may vote to increase its allowable levy in the next year by the difference between these two amounts, as determined by the Department of Revenue, up to a maximum of 1.5% of the actual levy in the prior year; and

WHEREAS, Wis. Stat. § 66.0602(3)(fm) permits carryover of a portion of the prior year’s unused tax levy limit, up to a maximum of 1.5% of the actual tax levy; and

WHEREAS, in order for Racine County to use the levy carryforward dollars, the County needs to reduce its outstanding general obligation debt by at least \$1,305,000 before December 31, 2023; and

WHEREAS, Racine County wishes to prepay a portion of the 2013 Bonds to reduce the outstanding general obligation debt before December 31, 2023, to the amount outstanding in 2022 in order to retain the levy carryforward dollars and realize the greatest amount of interest cost savings in the amount of \$130,500 during the 2024, 2025, and 2026 budgets; and

WHEREAS, it requires a vote of the Racine County Board of Supervisors to permit the carry forward of any allowable prior year unused levy.

NOW, THEREFORE, BE IT RESOLVED by the Racine County Board of Supervisors that the use of the full amount of the allowable unused prior year levy amount of \$556,766 is authorized and approved to be applied as an adjustment to the levy limit on the 2023 Levy Limit Worksheet for the 2024 budget; and

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that any two of the County Clerk, the County Executive 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.

1 Res No. 2023-XX
2 Page Two

3 Respectfully submitted,

4
5 1st Reading _____

**FINANCE AND HUMAN RESOURCES
COMMITTEE**

6
7 2nd Reading _____

8
9 **BOARD ACTION**

Donald J. Trottier, Chairman

10 Adopted _____

11 For _____

Robert N. Miller, Vice-Chairman

12 Against _____

13 Absent _____

14
15 VOTE REQUIRED: 2/3 M.E.

John A. Wisch, Secretary

16
17 Prepared by:
18 Office of Corporation Counsel

Scott Maier

Nick Demske

Jody Spencer

Jason Eckman

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

31 **Approved:** _____

32 **Vetoed:** _____

33
34 **Date:** _____,

35
36 _____
37 **Jonathan Delagrave, County Executive**

REQUEST FOR COUNTY BOARD ACTION

YEAR <u>2023</u>	<input checked="" type="checkbox"/>	Resolution Request Ordinance Request Report Request
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Requestor/Originator: Finance Director - Gwen Zimmer

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) Gwen Zimmer
 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: N/A

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: 10/19/2023 Date of County Board Meeting to be Introduced: 10/31/2023

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:

Setting a tax levy for 2023 to be collected in 2024.

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.

RESOLUTION NO. 2023-

RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE SETTING A TAX LEVY FOR 2023 TO BE COLLECTED IN 2024

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

BE IT RESOLVED by the Racine County Board of Supervisors that the following amounts be levied upon the taxable property of Racine County in the year 2023 to be collected in 2024 for the following purposes:

County Tax		
Handicapped Schools ¹		\$ 370,000
Lakeshore Library ²		\$ 3,314,380
County Bridge Aid ³		\$ 0
Debt Service		\$ 9,251,886
Other County Tax		\$ 51,564,898
General County Tax		\$ 60,816,784

Respectfully submitted,

1st Reading _____

FINANCE AND HUMAN RESOURCES COMMITTEE

2nd Reading _____

BOARD ACTION

 Adopted _____

 For _____

 Against _____

 Absent _____

Donald Trottier, Chairman

Robert N. Miller, Vice-Chairman

VOTE REQUIRED: Majority

John Wisch, Secretary

Prepared by:
Corporation Counsel

Nick Demske

Scott Maier

Jody Spencer

Jason Eckman

¹ Levied on areas of Racine County served by Handicapped Schools.
² Levied on areas of Racine County served by Lakeshores Library System.
³ Levied on areas in townships in Racine County.

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Res No. 2023-
Page Two

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

Approved: _____

Vetoed: _____

Date: _____,

Jonathan Delagrave, County Executive

REQUEST FOR COUNTY BOARD ACTION

YEAR	<u>2023</u>	<input checked="" type="checkbox"/>	Resolution Request
		<input type="checkbox"/>	Ordinance Request
		<input type="checkbox"/>	Information Only
		<input type="checkbox"/>	Action of Committee Only

Requestor/Originator: Sheriff - Christopher Schmaling

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) Captain Bradley Friend
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: 10/19/2023 Date of County Board Meeting to be Introduced: 10/19/2023

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

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

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Authorize a multi-year agreement with VitalCore Health Strategies, LLC for the term of 1/1/2024 – 12/31/2026.

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.

ACCOUNT NAME	ACCOUNT NUMBER	2024 BUDGET
SOURCE OF FUNDING		
JAIL MEDICAL SERVICES	11890000.407000	\$ 2,016,443
ARPA MEDICAL SERVICES	16200000.407000.A1018	1,800,000
TOTAL 2024 BUDGET		\$ 3,816,443

JAIL MEDICAL CONTRACT WITH VITALCORE HEALTH STRATEGIES, LLC

YEAR	CONTRACT AMOUNT
2024	\$ 3,593,192
2025	3,700,987
2026	3,812,017
TOTAL FOR 3 YEARS, 2024 - 2026	\$ 11,106,196

**THERE ARE SUFFICIENT FUNDS AVAILABLE TO COVER THIS AGREEMENT FOR 2024 - 2026 WITH FUTURE COUNTY BOARD APPROVAL
NOTE: THIS AGREEMENT PERIOD IS FROM 1/1/2024 - 12/31/2026**

FINANCE COMMITTEE RECOMMENDATION

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

FOR	AGAINST

**AGREEMENT BETWEEN RACINE COUNTY, WISCONSIN AND
VITALCORE HEALTH STRATEGIES, LLC
FOR INMATE HEALTHCARE SERVICES**

This agreement is made on the 10th day of October, 2023, by and between VitalCore Health Strategies, LLC, (hereinafter referred to as “CONTRACTOR”) and Racine County, Wisconsin, and the duly elected County Sheriff (hereinafter referred to as “COUNTY”) and pertains to Inmate Medical Care Services for the Racine County Jail at 717 Wisconsin Avenue, Racine, Wisconsin 53402.

WHEREAS, COUNTY wishes to obtain professional services for inmate health care services; and,

WHEREAS, CONTRACTOR is a recognized vendor of these services and desires to provide them to COUNTY; and,

WHEREAS, a Request for Proposals was issued for acquisition of these services; and,

WHEREAS, COUNTY evaluated proposals and conducted negotiations and determined the best interests of COUNTY will be served by awarding an agreement to CONTRACTOR to provide these services;

THEREFORE, in consideration of the mutual agreements contained below, COUNTY and CONTRACTOR agree as follows:

CONTRACT DOCUMENTS

The Agreement between COUNTY and CONTRACTOR consists of-

1. RFP Inmate Medical Services, Proposal # 22-RCJ-01, including all attachments, amendments, addenda, modifications and/or clarifications thereto, (Exhibit A). Said Exhibit A is hereby incorporated and made a part of this Agreement; and
2. CONTRACTOR’s entire proposal submitted on or about December 7, 2022, in response to the RFP, and amendments, addenda, modifications and/or clarifications thereto, (Exhibit B). Said Exhibit B is hereby incorporated and made a part of this Agreement; and
3. This agreement.

The parties acknowledge that the above-referenced RFP, and CONTRACTOR’s response thereto, provide a more comprehensive description of the services covered under this Agreement and that those materials are incorporated into the Agreement. **Any conflict or ambiguity between or among the provisions of the above-referenced Contract Documents shall be resolved in favor of the better quality of service**, and the following order of priority shall govern in determining resolution of any such conflict, to wit:

- this Agreement,
- the RFP, its attachments and addenda, and
- the CONTRACTOR's Proposal.

TERM; TERMINATION.

The term of this Agreement shall be for a period of three years from the commencement date of January 1, 2024. After the initial term, the Agreement may be renewed for up to two 1-year renewals subject to mutual written agreement of the COUNTY and CONTRACTOR.

This Agreement may be canceled without penalty or obligation of any kind, except as may otherwise be specifically set forth as an exception to this clause, by Racine County by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay for the obligations under this agreement for the next budget year.

Termination by COUNTY for Cause

If CONTRACTOR fails to fulfill its obligations under the contract resulting from this RFP in a timely and proper manner, or violates any of its provisions, COUNTY may thereupon have the right to terminate the agreement by giving thirty (30) days written notice of termination, return receipt required, specifying the alleged violations and effective date of termination. The contract may not be terminated if, upon receipt of the notice, the CONTRACTOR promptly cures the alleged violation prior to the end of the notice period. In the event of termination, COUNTY will only be liable for services rendered and expenses incurred through the date of termination and not for the uncompleted portion and for any materials services purchased or paid for by the vendor for use in completing the contract.

Termination by COUNTY without Cause

COUNTY further reserves the right to terminate this Agreement for any reason by giving CONTRACTOR a minimum of sixty (60) days written notice by return receipt mail of such termination. In the event of said termination, vendor shall not reduce its activities hereunder prior to the date of termination unless agreed in advance by COUNTY. The CONTRACTOR will be paid according to the contract for services rendered through the date of termination.

Termination by CONTRACTOR

The CONTRACTOR may, at its option, terminate the Agreement, once executed, upon the failure of COUNTY to pay any amount that may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, CONTRACTOR shall be paid the compensation due for all services rendered through the date of termination. Written notification of termination must be delivered to COUNTY at least one hundred twenty (120) days before the effective date of

termination, and CONTRACTOR shall not reduce its activities hereunder prior to the date of termination unless agreed in advance by COUNTY.

Cooperation Upon Termination

The CONTRACTOR must cooperate with COUNTY in the event of termination to ensure that COUNTY can maintain continuity of service delivery. Such cooperation will include the provision to COUNTY of the names, addresses and telephone numbers of personnel, independent contractors and subCONTRACTORS as well as salaries, organizational charts, certifications, lists of all subCONTRACTORS with names, addresses and telephone numbers, inventory lists of medical, dental and office supplies and pharmaceuticals, equipment lists and condition by site, all consolidated medical records, statistical reports and other information and date specific to COUNTY. Vendor must provide said information prior to the effective date of the termination or contract end.

PROPERTY DISPOSITION UPON TERMINATION.

Upon termination of this Agreement, CONTRACTOR shall be allowed to remove from the facility any stock medications or supplies purchased by CONTRACTOR that have not been used at the time of termination. CONTRACTOR shall also be allowed to remove its other property from the facility, including its proprietary Policies and Procedures, Manuals, Training Material, and Forms, and COUNTY agrees to maintain as confidential all CONTRACTOR materials, Documents, or reports marked as confidential or proprietary, subject to the Wisconsin public records law.

PAYMENT

CONTRACTOR shall be paid the following amount for each of the initial three years of the Agreement.

Year 1 \$3,593,191.70

Year 2 \$3,700,987.45

Year 3 \$3,812,017.07

Monthly invoices from CONTRACTOR shall be submitted to the COUNTY on or before the fifth day of each month prior to the month of service. The COUNTY payment terms will be net thirty (30) days from receipt of invoice.

DEFENSE and INDEMNIFICATION

The CONTRACTOR agrees to release, indemnify, defend and hold harmless the COUNTY, its officials, officers, employees, agents and assigns from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance, including acts and omissions, under this Agreement by CONTRACTOR, its officers, officials, employees, agents or assigns. The COUNTY does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes. CONTRACTOR shall at all times during the terms of this agreement keep in force and effect professional liability insurance in the amounts and in accordance with any other insurance requirements set forth herein. CONTRACTOR shall not discontinue or change liability insurance policies in effect during any part of this Agreement without buying tail end or no-gap insurance to cover potential claims that may have occurred during the term of this Agreement. The hold harmless, indemnity, and insurance provisions of this agreement shall survive the termination of this Agreement and shall remain operative until the time that all potential claims or potential civil actions by the parties or by third parties shall expire under existing law. CONTRACTOR shall notify COUNTY immediately upon the commencement of any litigation where there is any possibility that COUNTY may be made a party thereto.

CERTIFICATION

The CONTRACTOR warrants that all medical professionals used in this Agreement shall be appropriately credentialed and, if necessary, licensed and in good standing with the State of Wisconsin.

INSURANCE

CONTRACTOR shall support the defense and indemnification above by obtaining commercially reasonable general liability and professional malpractice insurance from a company or companies subject to the COUNTY's approval and in minimum coverages as set forth below.

General Liability

- o \$1,000,000 - \$5,000,000 each occurrence
- o \$1,000,000 - \$5,000,000 personal and advertising injury
- o \$1,000,000 - \$5,000,000 general aggregate
- o \$1,000,000 - \$5,000,000 products and completed operations
- o \$1,000,0000 - \$5,000,000 Combined Single Limit

Auto Liability Insurance

- o \$1,000,000 - \$5,000,000 combined single limit

Cyber Liability Insurance

- o \$1,000,000 - \$5,000,000 each occurrence
- o \$1,000,000 - \$5,000,000 aggregate

Medical Malpractice Insurance

- o \$1,000,000 - \$5,000,000 each occurrence
- o \$1,000,000 - \$5,000,000 aggregate

Umbrella Liability Insurance on a following form basis

- o \$4,000,000 each occurrence
- o \$4,000,000 aggregate

Any combination of underlying coverage and umbrella equaling \$5,000,000 shall be acceptable.

Workers Compensation Statutory Limits plus:

- o \$100,000 E.L. Each Accident
- o \$100,000 E.L. Disease Each Employee
- o \$500,000 E.L. Disease Policy Limit

Racine County and the Sheriff are named as additional insureds on the general liability, automobile, cyber liability, medical malpractice and umbrella policies.

All insurance must be placed with an insurance company with a minimum AM Best Rating of A-VII. There shall be no exclusion for abuse or molestation on the general liability and umbrella policies.

The CONTRACTOR shall supply the COUNTY with a certificate of insurance showing proof of insurance coverage that meets all requirements.

Changes in Insurance Coverage: The CONTRACTOR shall notify COUNTY of changes in insurance coverage in writing within thirty (30) days, but under no circumstances will the types or amounts of coverage be changed without the prior written consent of Racine County.

SCOPE OF SERVICES

Inmate Medical Services

The CONTRACTOR's responsibility hereunder as to each individual inmate/detainee of RCJ shall commence immediately upon the commitment of such person to the control of the sheriff at the RCJ.

1. Staffing – The CONTRACTOR is required to provide the staffing coverage according to the staffing plan attached hereto as Exhibit C. CONTRACTOR is required to reimburse COUNTY for any position vacant for a period of 30 days, back to the initial date of the vacancy. Positions that are covered by overtime, PRN staff, or agency staff will not be considered vacant. CONTRACTOR will provide COUNTY the hourly reimbursement rate for each position listed in Exhibit C.
CONTRACTOR agrees to provide COUNTY with copies of all payroll hours – noting employee, day, and shift – on a weekly basis, including employees and subCONTRACTORS. This will include details of hours paid versus contracted hours as required under Exhibit C.

2. Other Services - The CONTRACTOR is also required to provide the following medical services:

- Pharmacy services to include all prescription and non-prescription over-the-counter medications prescribed by a duly licensed prescriber. Prescribing, dispensing, and administering of medications shall comply with all State and Federal laws and regulations (e.g., prescription monitoring).
- Pathology/radiology services.
- Crisis intervention services, including psychotherapy and other mental health services by appropriately licensed professionals and/or with appropriately licensed clinical oversight and supervision. High risk activities (e.g., suicidality assessments) must be completed with necessary clinical oversight.
- Scheduling all off-site appointments, working in concert with COUNTY staff for transport.
- CONTRACTOR must have a policy to establish procedures that govern the use of involuntary psychotropic medications to inmates with serious mental illness in emergency and non-emergency situations.
- Medication Assisted Treatment Program tailored to Racine County's request.
- Removal and proper disposal of medical waste.
- Emergency ambulance services.
- Detoxification and management of intoxicated inmates.
- Completing health transfer sheets for inmates being transferred to other facilities.
- Ordering special diets and other medical needs (eg.: extra mattress, extra blanket, etc).
- Other general health care services such as scheduled sick calls, oral screening, and emergency dental.
- Off-site emergency medical care, as required, at local emergency rooms.
- Ordering and managing an adequate inventory of all needed medical supplies.
- TB testing and assessment of all inmates that are still in the jail for 14 days or longer.
- Annual TB testing for the Racine COUNTY Sheriff's Office Jail staff.
- Doctor's orders in writing, including all standing orders.
- All medical services to Huber inmates except prescription medications, pathology/radiology services, mental health services, emergency ambulance services costs, emergency dental, and off-site emergency medical care.
- On-site emergency medical treatment to inmates, visitors and RCJ staff as needed and appropriate.

- Healthcare services to inmates during pregnancy only. Healthcare services for infants following birth and delivery are not the vendor's responsibility.

Pharmacy and Offsite Costs

COUNTY is responsible for the cost of all pharmaceuticals, including prescription and non-prescription medication and all offsite services, including ambulance services, emergency room services, offsite specialty care, inpatient, and outpatient hospital care.

The CONTRACTOR understands that the COUNTY intends to contract with a third party for its preferred Electronic Medical Record, CorEMR. The CONTRACTOR will cooperate to ensure an interface is completed with the COUNTY's Jail Management System, as well as the pharmacy provider, laboratory, and x-ray provider so that a comprehensive electronic medical record is maintained. The COUNTY will be responsible for hosting the software as well as any additional computers that may be required to implement the system.

Offsite Claims

The CONTRACTOR understands that the COUNTY intends to review, reprice, process, and pay all offsite claims. The CONTRACTOR will cooperate with the COUNTY to provide all required information on the providers used and the number and location of all referrals to offsite providers. The CONTRACTOR will verify that the inmate provided offsite services was in the custody of the COUNTY on the date and time of service for processing claims.

3. Additional Responsibilities – CONTRACTOR is responsible for and will provide the following:

- Site Administrator or that person's designee will provide the weekly staffing schedule, updated listing of current employees, paper verification of all new staff licensing, and all requested medical and mental health data during the weekly health care meeting with Jail Administration.
- CONTRACTOR to utilize its staff only within the scope of their licensing limitations and will guarantee that all staff maintain appropriate licensing within the State of Wisconsin at all times during the duration of the Agreement with the COUNTY. The site Administrator will provide the Jail Administration with paper copies of all new employees' licensing.
- CONTRACTOR agrees to train and use the "Inmate Request Manager Application – IRMA" for most inmate digital communications. Vendor agrees to incur any costs associated with training outside of the scope of the staffing matrix outlined above.
- CONTRACTOR agrees to provide a maximum of 70 hours of in-person combined medical and mental health training for jail staff yearly during scheduled in-service trainings and new Officer orientation training.
- CONTRACTOR agrees to provide in-person medical training for all newly hired jail staff on an "as needed" basis. CONTRACTOR agrees to work with the jail's training department on all training issues related to jail staff members.

- CONTRACTOR agrees to manage all inmate medical records, in digital or paper form, which remain the property of Racine COUNTY. The Jail Administration may access these medical records for legitimate COUNTY business at any time.
- CONTRACTOR agrees to utilize the “DrFirst” medication management solutions system which utilizes innovative tools that help prevent medication errors. CONTRACTOR agrees to incur the subscription costs of this service and keep the service in good standing throughout the term of the Agreement with the COUNTY.
- Provide statistical and management reporting systems as required by COUNTY and Department of Corrections.
- Submit copies of all employee licensing at the beginning of the Agreement, at the beginning of service for any new employees and annually during the scheduled contract compliance evaluation.
- Seek recovery of monies for inmate medical care from third party reimbursements as appropriate and available.
- CONTRACTOR agrees to bill inmates' accounts for COUNTY's co-pay medical physician/nurse visits, off-site appointments and for prescriptions filled.
- CONTRACTOR agrees to administer medications to all inmates, including diabetic testing and insulin dispensing.
- Continuous Quality Improvement, or CQI, is a deliberate, defined process which is focused on activities that are responsive to jail needs and improving inmate health. CONTRACTOR agrees to conduct and lead an onsite, in-person quarterly CQI evaluation. This CQI meeting will be led by a senior member of the CONTRACTOR's corporate team with the Site Director, Jail Administration and Chief Deputy of the Agency present.
- CONTRACTOR will complete an annual contract compliance evaluation, the results of which will be provided in report form to the Jail Administrator at the conclusion of each contract year of service.
- CONTRACTOR agrees to all Jail professional rules of conduct, dress, and agrees to adhere to Jail safety and security procedures.
- Support the COUNTY in tracking voluntary or involuntary transfers and civil commitments and make timely (including at initial assessment) recommendations and referrals for Ch. 51 assessment when mental health needs of inmates exceed CONTRACTOR's ability to provide care.
- The RCJ maintains a collaborative service relationship with the Racine COUNTY Human Services (HSD) in furtherance of continuity of mental health care for detainees and inmates of the RCJ; to that end, CONTRACTOR shall cooperate in timely providing medical information pursuant to necessary authorizations to HSD when indicated.

CONTRACTOR is not responsible to provide the following services:

- Elective medical care to RCJ inmates. For purposes of the Agreement, “elective medical care” means medical care that, if not provided, would not, in the opinion of the CONTRACTOR's medical doctor, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being.
- Healthcare services for infants following birth and delivery.

CONTRACTOR REQUIREMENTS

As a part of this Agreement, the CONTRACTOR shall:

- Be familiar with and implement policies, procedures, and protocols that meet the standards and requirements of Wisconsin Department of Corrections Administrative Code (Chapter 350) and industry norms.
- Implement policies, procedures, and protocols that meet the standards of the National Commission on Correctional Health Care (NCCHC).
- Perform all work in a manner consistent with the above the Administrative Code and NCCHC plus any other relevant laws of the State of Wisconsin and federal law.
- Comply with all requirements of Health Insurance Portability and Accountability Act of 1996 (hereinafter "HIPAA"), to the extent that HIPAA applies to the Jail.
- Comply with the COUNTY's requirement to work and collect data within the Electronic Medical Records program for inmate medical and mental health data keeping and reporting.
- Work with the COUNTY to implement mutually agreed upon standardized COUNTY medical and mental health reporting, assessment, and charting forms.
- Comply with PREA training requirements set forth by the Jail Administration. CONTRACTOR shall be responsible for covering the costs associated with Jail-approved PREA training.
- Have a Continuous Quality Improvement program with monthly and yearly statistical reporting to the Jail Administration.
- Provide a weekly staffing report and schedule including total hours for each position to the Jail Administration during the weekly medical meeting
- Allow the COUNTY's Jail Administration and quality control officer total access to the on-site medical office and all medical files, reports, schedules, grievances, charts, etc. required to verify that the CONTRACTOR is following all policies, procedures, and contract requirements.

COUNTY'S DUTIES AND OBLIGATIONS TO CONTRACTOR

A. COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The COUNTY and its employees, agents and subCONTRACTORS shall comply with the HIPAA, the HI TECH Act and any State health information privacy laws, to the extent they are applicable. The COUNTY shall implement policies and/or procedures in compliance with such laws, to the extent that they are applicable.

B. COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. CONTRACTOR shall identify to the COUNTY those members of the inmate population with medical or mental health conditions which may be worsened as a result of being incarcerated at the detention facility or which may require extensive care while incarcerated. After review of the circumstances, and when security risks so warrant, the COUNTY shall make every effort to work with the necessary authorities to have such an inmate/detainee released, transferred or otherwise removed from the correctional setting in accordance with the law.

C. RECORD ACCESS. During the term of this Agreement, and for a reasonable time following the termination of this Agreement, the parties shall provide each other, at the other party's request, records (including medical records) relating to the provision of health care services to the inmate population, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the inmate population (to the extent either party has control of, or access to, such records) in accordance with applicable law. Either party may request such records in connection with the investigation of, or defense of, any claim by a third party related to its conduct or to prosecute a claim against a third party. Any such information provided that either party considers confidential shall be kept confidential, and shall not, except as may be required by law, be distributed to any third party without prior written approval by the party providing such records.

D. USE OF INMATES/DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES. Inmates/detainees of the RCJ shall not be employed or otherwise engaged or utilized by either CONTRACTOR or the COUNTY in rendering any health care services to the facility population, provided however, that inmates/detainees may be used in positions not involving the rendering of health care services directly to the inmate population and not involving access to inmate population records, in accordance with NCCHC standards.

E. SECURITY OF THE JAIL AND CONTRACTOR.

CONTRACTOR and the COUNTY

understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of CONTRACTOR, as well as for the security of the inmate population and COUNTY's staff, consistent with a correctional setting. The COUNTY shall provide security sufficient to enable CONTRACTOR, its health care staff, employees, agents and/or subcontractors to safely provide the health care services described in this Agreement. CONTRACTOR, its health care staff, employees, agents and/or subcontractors shall follow all security procedures of the COUNTY while at the detention facility or other premises under the COUNTY's direction or control. However, any CONTRACTOR health care staff, employee, agent and/or subcontractor may, at any time, refuse to provide any service required under this Agreement if such person reasonably feels that the current safety services are insufficient and CONTRACTOR provides written notice of the same to COUNTY as soon as practicable and without delay. CONTRACTOR shall not be liable for any loss or damages resulting from COUNTY's failure to provide sufficient security services.

F. POLICIES AND PROCEDURES. CONTRACTOR, its health care staff, employees, agents and/or subcontractors shall operate within the requirements of the COUNTY's posted security Policies and Procedures, which impact the provision of medical services.

A complete set of said Policies and Procedures shall be maintained by the COUNTY and made available for inspection by CONTRACTOR at the detention facility, and CONTRACTOR may make a reasonable number of copies of any specific section(s) it wishes using the COUNTY's photocopy equipment and paper. Any Policy or Procedure that may impact the provision of health care services to the inmate population, which has not been made available to CONTRACTOR, shall not be enforceable against CONTRACTOR unless otherwise agreed upon by both parties.

Any modification of the posted Policies and Procedures shall be timely provided to CONTRACTOR. CONTRACTOR, its health care staff, employees, agents and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to CONTRACTOR.

If any of the COUNTY's Policies and Procedures specifically relate to the delivery of medical services, the COUNTY's representative and CONTRACTOR shall review the COUNTY's Policies and Procedures and modify or remove those provisions that conflict with CONTRACTOR's Health Services Policies and Procedures.

G. DAMAGE TO EQUIPMENT. CONTRACTOR shall not be liable for loss of or damage to equipment and supplies of CONTRACTOR, its agents, employees or subcontractors if such loss or damage was caused by the sole negligence of the COUNTY's employees.

H. SECURE TRANSPORTATION. The COUNTY shall provide security as necessary and appropriate in connection with the transportation of a member of the inmate population to and from off-site services including, but not limited to specialty services, hospitalization, pathology and radiology services as requested by CONTRACTOR. CONTRACTOR shall coordinate with the COUNTY for transportation to and from the off-site services provider or hospital.

I. NON-MEDICAL CARE OF FACILITY POPULATION. It is understood that the COUNTY shall provide for all the non-medical personal needs and services of the inmate population as required by law. CONTRACTOR shall not be responsible for providing, or liable for failing to provide, non-medical services to the inmate population including, but not limited to daily housekeeping services, dietary service, building maintenance services, personal hygiene supplies and services, and linen supplies.

J. FACILITY INMATE POPULATION INFORMATION. In order to assist CONTRACTOR in providing the best possible health care services to the inmate population, the COUNTY shall provide, as needed, subject to applicable law, information pertaining to any particular inmate, or population segment or aggregate that CONTRACTOR and the COUNTY mutually identify as reasonable and necessary for CONTRACTOR to adequately perform its obligations under this Agreement.

GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin, notwithstanding any contrary result under the rules governing conflicts of laws. The venue for any action arising out of this Agreement shall be in the courts of Racine County, Wisconsin.

INDEPENDENT CONTRACTOR STATUS.

It is mutually understood and agreed, and it is the intent of the parties hereto that an independent CONTRACTOR relationship be and is hereby established under the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to create an agency relationship, an employer--employee relationship, a joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or methods by which CONTRACTOR, its employees, agents or subcontractors perform hereunder, or CONTRACTOR to exercise control or direction over the manner or methods by which the COUNTY, and their employees, agents or subcontractors perform hereunder, other than as provided in this Agreement.

SUBCONTRACTING.

In performing its obligations under the Agreement, it is understood that CONTRACTOR is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements CONTRACTOR may engage physicians or other clinicians as independent CONTRACTORS ("Contract Professionals") rather than employees, in order to supply the clinical services required under this Agreement. CONTRACTOR shall engage Contract Professionals that meet the applicable professional licensing requirements and insurance requirements set forth in the Contract Documents. CONTRACTOR shall exercise administrative supervision over such Contract Professionals as necessary to insure the fulfillment of the obligations contained in this Agreement. Contract Professionals shall provide clinical services under this Agreement in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise. It is further understood that CONTRACTOR may subcontract for specialized services such as pharmacy, medical waste, medical supplies, and other services or supplies which it is required to provide under this Agreement.

AGENCY.

For purposes of asserting any statutory rights afforded to the COUNTY or the facility to

pay providers for medical services at certain reduced rates, COUNTY designates CONTRACTOR as their agent to assert such rights and privileges.

EQUAL EMPLOYMENT OPPORTUNITY.

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin: place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. CONTRACTOR will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants and to prospective job applicants.

WAIVER OF BREACH.

Any waiver of the provisions of the Contract Documents or of a party's rights or remedies under the Contract Documents must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions hereof or its rights or remedies at any time, will not be construed as a waiver of such party's rights or remedies hereunder and will not in any way affect the validity of the Contract Documents or prejudice such party's right to take subsequent action.

OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES.

The parties acknowledge that CONTRACTOR is neither bound by or aware of any other existing contracts to which the COUNTY is a party and which relate to the provision of health care to inmates/detainees at the facility. The parties agree that they have not entered into this Agreement for the benefit of any third person or persons, and it is their express intention that this Agreement is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.

FORCE MAJEURE.

In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, lack of adequate security escorts, strikes, lockouts, differences with workers, earthquakes, and fires, acts of God or any other reason whatsoever which is not reasonably within the control of the party whose performance is interfered with and which, by the exercise of reasonable diligence, said party is unable to prevent, the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

ASSIGNMENT.

Except as otherwise provided herein, no party to this Agreement may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.

NOTICES.

DRAFT

Any notice of termination, requests, demands or other communications under this Agreement shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative of the parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the party at the address below: or (c) upon confirmation of receipt if sent by facsimile to the fax number of the party listed below:

If for CONTRACTOR:

Viola Riggan, CEO
VitalCore Health Strategies, LLC
719 SW Van Buren, Suite 100
Topeka, Kansas 66603
FAX: (785) 408-5617

If for COUNTY:

Such address may be changed from time to time by either party by providing written notice as provided above.

EXECUTION AUTHORITY.

By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable party hereto and have the requisite authority necessary to execute this Agreement on behalf of such party, and each party hereby certifies to the other than any resolutions (including emergency procurements as provided under the Racine COUNTY Code of Ordinances) necessary; to create such authority have been duly passed and are now in full force and effect.

SURVIVAL.

The provisions concerning and pertaining to termination, insurance, and indemnification will survive any termination or expiration of the Agreement.

COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

TITLES OF PARAGRAPHS.

Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand, or otherwise affect the provisions to which they relate.

SEVERABILITY.

Exhibit A

RFP Inmate Medical Services, Proposal # 22-RCJ-01

DRAFT

Exhibit B

Contractor Proposal to 22-RCJ-01 RFP

DRAFT

Exhibit C
Staffing Plan

DRAFT

REQUEST FOR COUNTY BOARD ACTION

YEAR	<u>2023</u>	<input checked="" type="checkbox"/>	Resolution Request
		<input type="checkbox"/>	Ordinance Request
		<input type="checkbox"/>	Report Request

Requestor/Originator: Hope Otto, Human Services Director

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) Hope Otto
 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? 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: 10/19/2023

Date of County Board Meeting to be Introduced: 10/19/2023

1st Reading:

1st & 2nd Reading: *

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

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Authorize changes to Public Health Division's wage schedule effective 1/1/2024.

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.

POSITION/CREDENTIAL	PROPOSED RANGE	PROPOSED GRADE
*Environmental Health Sanitarian (unlicensed)	\$56,992-\$82,659	HN30
*Environmental Health Registered Sanitarian (licensed)	\$60,341-\$87,485	HN35
**Public Health Strategist (Bachelor's Degree)	\$56,992-\$82,659	HE30
**Public Health Strategist Advanced (Master's Degree)	\$60,340-\$87,484	HE40
***Epidemiologist (Bachelor's Degree)	\$56,992-\$82,659	HE30
***Epidemiologist-Advanced (Master's Degree)	\$60,340-\$87,484	HE40

*Reclassification from Environmental Health Sanitarian to Environmental Health Registered Sanitarian is allowed when appropriate licensure is obtained.

**Reclassification from Public Health Strategist to Public Health Strategist Advanced is allowed when Master's Degree is obtained.

***Reclassification from Epidemiologist to Epidemiologist-Advanced is allowed when Master's Degree is obtained.

FINANCE COMMITTEE RECOMMENDATION

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

REASONS

FOR	AGAINST

October 10, 2023

TO: Supervisor Donald Trottier
Chairman, Finance and Human Resources Committee

FROM: Jeffrey Langlieb
Health Officer

RE: New Pay Grade for Public Health Division

As part of the 2024 budget development process, Racine County Public Health Division (RCPH) submitted a suite of decision packages that, when taken together, are cost neutral for the 2024 budget. One such set of decision packages works to ensure current and future workforce needs are met through differentiating three existing positions, and creating a complimentary position that employees can enter, or move into based on skills, educational qualifications, or credentials. Of note, no new FTEs are being requested at this time. Below is a summary of proposed changes by position:

1. Environmental Health Sanitarian

Current: Environmental Health Sanitarian (HN35)

Proposed: Downgrade Environmental Health Sanitarian to (HN30) & Create Environmental Health Registered Sanitarian (HN35)

Effect on Personnel: Two of the three sanitarians currently in HN35 will move to HN30 and maintain their current salary. The remaining Sanitarian will stay at HN35 and be retitled to Environmental Health Registered Sanitarian as this employee meets the licensing requirements for the HN35 position. Achievement of licensure as a Registered Sanitarian while employed would result in movement from HE30 to HE40 with Manager/Director approval.

2. Public Health Strategist:

Current: Public Health Strategist (HE40)

Proposed: Downgrade Public Health Strategist to HE30 & create Public Health Strategist – Advanced HE40

Effect on Personnel: All three Public Health Strategists have advanced degrees and meet the requirements for Public Health Strategist – Advanced HE40. However, future Public Health Strategists would be brought onboard at the HE30 level for Bachelor's degrees, and HE40 for Masters degrees. Achievement of a degree while employed would also result in movement from HE30 to HE40 with Manager/Director approval.

3. Epidemiologist:

Current: Epidemiologist (HE30)

Proposed: Create Epidemiologist – Advanced (HE40)

Effect on Personnel: RCPH currently has two Master's prepared epidemiologists. RCPH proposes moving both Master's prepared Epidemiologists to a new job title "Epidemiologist-Advanced" at HE40. RCPH is requesting a 5% wage increase for both epidemiologists since this amounts to a promotion from HE30 to HE40. Future hires without an advanced degree will be placed in the Epidemiologist HE30 position, and those with advanced degrees into the HE40 position. Achievement of a degree while employed would also result in movement from HE30 to HE40 with Manager/Director approval.

Making these changes improve RCPH's ability to attract and retain quality public health workers and incentivize the attainment of licensing and/or advanced degrees. In addition, these adjustments position RCPH to be more flexible in hiring new public health workers; whereby paying slightly lower wages for entry level and unlicensed positions and paying higher wages for those with advanced degrees or licensure in these three positions. Thank you for your consideration in creation of these position categories.

REQUEST FOR COUNTY BOARD ACTION

YEAR	<u>2023</u>	X	Resolution Request
			Ordinance Request
			Report Request

Requestor/Originator: Michael Lanzdorf, Corporation Counsel

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. Jeffrey Leggett, Principal Assitant Corporation Counsel

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: 10/19/2023 Date of County Board Meeting to be Introduced: 10/19/2023

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

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

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Authorize the creation of a new salary grade N078, elimination of 3 FTE N076 Child Support Specialist and the addition of 2 FTE N078 Child Support Specialist - Financial and 1 FTE N078 Child Support Specialist - Intergovernmental effective 1/1/2024.

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.

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	CURRENT BALANCE
CHILD SUPPORT			
2024 BUDGET			
WAGES	13600000.401000	1,670,167	-
NET INCREASE FROM NEW POSITION WAGES & FRINGE			3,704

There are sufficient funds available to cover the position reclasses

FINANCE COMMITTEE RECOMMENDATION

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

REASONS

FOR

AGAINST

FTE	POSITION	GRADE	WAGES	FRINGES	CONTRACT	TOTAL
Position change will be effective 1/1/2024						
Child Support						
-3.000	Child Support Specialist 3 positions 10788, 10798, & 10787	N076	(51,787)	(24,748)		(76,534)
2.000	Child Support Specialist - Financial Positions 10788 & 10798	N078	36,602	16,890		53,492
1.000	Child Support Specialist – Intergovernmental Position 10787	N078	18,301	8,445		26,746
<u>0.000</u>		Total for CHILD SUPPORT	<u>3,117</u>	<u>587</u>	<u>0</u>	<u>3,704</u>

October 10, 2023

TO: Don Trottier
 Chairman, Finance and Human Resources Committee

FROM: Sarah Street
 Human Resources Director

RE: Establish new paygrade, reclass and retitle

Racine County currently has 20 Child Support Specialists positions and two of these positions have more detail-oriented job duties that require additional training and expertise. The Financial Specialists are responsible for entering court orders, processing employer income withholdings, adjusting balances, and financial case management. The Intergovernmental Specialist works a complex caseload that requires interaction with jurisdictions in many other states and even other countries. Over the last several years, these specialized positions have become increasingly difficult to fill due to the additional demands of the position.

By providing these specialized positions with an increased wage, we will be able to recognize the additional work that these positions require. This will allow us to retain our current employees and the positions will be more attractive to qualified staff when there are future vacancies. These new pay grades will also provide employees with the opportunity to be promoted and grow within the Child Support Division when vacancies arise.

Position #	Current Title	New Title	Current Grade	New Grade
10798 and 10788	Child Support Specialist	Child Support Specialist - Financial	N076 \$22.22/hr. - \$28.23/hr.	N078 \$23.22/hr. - \$29.23/hr.
10787	Child Support Specialist	Child Support Specialist – Intergovernmental	N076 \$22.22/hr. - \$28.23/hr.	N078 \$23.22/hr. - \$29.23/hr.

Sincerely,

Sarah Street, Director
 Racine County Human Resources Department

REQUEST FOR COUNTY BOARD ACTION

YEAR <u>2023</u>	<input checked="" type="checkbox"/>	Resolution Request
	<input type="checkbox"/>	Ordinance Request
	<input type="checkbox"/>	Information Only
	<input type="checkbox"/>	Action of Committee Only

Requestor/Originator: Gwen Zimmer - Finance Director

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. Gwen Zimmer, Finance Director

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: 10/19/2023 Date of County Board Meeting to be Introduced: 10/19/2023

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

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

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Authorize a multi-year agreement with PMA Asset Management, LLC for the term of 1/1/2024 – 12/31/2026.

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.

ACCOUNT NAME	ACCOUNT NUMBER	2024 BUDGET
SOURCE OF FUNDING		
BANK FEES - PMA INVESTMENTS	11000000.432505	\$ 55,000

FINANCE CONTRACT WITH PMA ASSET MANAGEMENT, LLC

YEAR	ESTIMATED FEES @ 30M
2024	\$ 29,000
2025	29,000
2026	29,000
TOTAL FOR 3 YEARS, 2024 - 2026	\$ 87,000

PMA ASSET MANAGEMENT FEE SCHEDULE
FIRST \$25,000,000 @ 0.10% PER YEAR
OVER \$25,000,000 @ 0.08% PER YEAR

**THERE ARE SUFFICIENT FUNDS AVAILABLE TO COVER THIS AGREEMENT FOR 2024 - 2026 WITH FUTURE COUNTY BOARD APPROVAL
NOTE: THIS AGREEMENT PERIOD IS FROM 1/1/2024 - 12/31/2026**

FINANCE COMMITTEE RECOMMENDATION

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

FOR	AGAINST

To: Don Trottier, Chairman, Finance and Human Resources Committee
From: Gwen Zimmer, Finance Director
Subject: Authorize multi-year contract with PMA Asset Management, LLC
Date: October 19, 2023

Racine County recently put out a competitive bid for investment services which are currently provided by Dana Investments. We received six qualified bids and an internal evaluation team scored the proposals and interviewed the top two firms. PMA Asset Management, LLC was selected as the winner and I am seeking your authorization to enter into a multi-year contract with their firm.

This contract would begin January 1, 2024 for three years and includes two optional one year renewal terms. The budget for the fees associated with this service are included in the Non Allocated Revenues budget area and we expect to save considerably.

Dana Investments:

First \$10,000,000	0.35% per year
Next \$10,000,000	0.25% per year
Over \$20,000,000	0.15% per year
Sample \$30 million portfolio	
Effective Rate	= 0.25%
Total Fees	= \$75,000

PMA Asset Management:

First \$25,000,000	0.10% per year
Over \$25,000,000	0.08% per year
Sample \$30 million portfolio	
Effective Rate	= 0.0967%
Total Fees	= \$29,000

Thank you for your consideration.

Sincerely,

Gwen Zimmer
Finance Director

INVESTMENT ADVISORY AGREEMENT

This Investment Advisory Agreement (“Agreement”) between the undersigned **Racine County, Wisconsin** (“Client”) and **PMA Asset Management, LLC** (“Advisor”) is effective January 1, 2024 (“Effective Date”).

1. Appointment of Advisor. Commencing on the Effective Date, the Client appoints the Advisor as its Investment Advisor for its funds held in its Account by the Custodian (as those terms are defined below) and the Advisor accepts appointment as Investment Advisor for the Account.

2. Term. This Agreement shall have an initial term of three (3) years after the Effective Date (“Initial Term”). Thereafter the Term shall be automatically renewed on an annual basis for two (2) additional one (1) year periods for a total Term of five (5) years (each one year renewal period being a “Renewal Term”) without modification unless written notice of intent to terminate or modify is provided by the terminating party not later than thirty (30) days prior to the end of the Initial Term or each Renewal Term. This Agreement may be terminated by Client prior to the expiration of the Term for material breach of its terms immediately upon written notice specifying the material breach and the date of termination. After the Initial Term, this Agreement may be terminated by either party on ninety (90) days written notice.

3. Account. The assets of the Client shall be held in one or more accounts (collectively referred to as the “Account”) and shall include such cash, bonds, fixed-income securities, equities, mutual funds and other registered investment company products or other investment assets which, from time to time, the Client deposits in its account with the Custodian (defined below) or which become part of the Account as a result of investment activity or otherwise. The Client may make additions to and withdrawals from the Account in such amounts as the Client shall determine, provided that with respect to withdrawals, Client shall communicate with Advisor as to its cash flow needs and Client will endeavor to provide Advisor with three (3) business days’ prior written notice of Client’s intent to withdraw designated amounts from the Account, provided that Advisor will accommodate requests for withdrawal with less notice if possible to liquidate assets within such time periods. The Client shall provide the Advisor with the identity of persons authorized to act on behalf of the Client in writing and with prior written notice of any change in the identity of such persons.

4. Services To Be Provided; Investment Policy. The Advisor shall supervise and direct the investments of and for the Account, subject to the policies, objectives, limitations and restrictions in Client’s Investment Policy which is attached as Exhibit A. Client shall provide Advisor with prompt written notice of any change in its Investment Policy or if it determines that any investment made or recommended for the Account is inconsistent with the Investment Policy.

5. Discretionary Authority. Advisor shall have full discretion and authority, without obtaining any prior approval, as the Client’s agent and attorney-in-fact, and at the Client’s expense: (i) to make all investment decisions in respect of the Account; (ii) to buy, sell and otherwise trade in bonds and other securities in the Account in accordance with the Client’s Investment Policy

(including the sale of any securities to bring the Account into conformity with the Investment Policy); (iii) to place orders with respect to, and to arrange for, any of the foregoing; and (iv) in furtherance of the foregoing, to do anything which Advisor shall deem advisable in connection therewith, including, without limitation, the selection of brokers, dealers and others on behalf of the Account. Advisor shall have complete discretion as to the nature, amount and timing of all such transactions.

6. Service To Other Clients. It is understood that the Advisor performs investment management services for other clients. The Client agrees that the Advisor may direct and take action with respect to any activity of its other clients that may differ from the direction of the timing or nature of action with respect to the Account so long as it is the Advisor's policy, to the extent practical, to allocate investment opportunities to the Account over a reasonable period of time on a fair and equitable basis relative to other clients. The Advisor, its principals, affiliate or employees may purchase or sell for their account and/or for the account of others but not for the Account of the Client, if in the Advisor's good faith opinion such transaction or investment appears unsuitable, impractical or undesirable for the Account. In addition, as described in the Part 2A of the Advisor's Form ADV, Advisory personnel may buy and sell securities for their own accounts, including those securities recommended to clients. However, Advisory personnel with access to non-public information regarding a client's purchase or sale of securities or who are otherwise involved in the making securities/investment recommendations to clients or who have access to such information are subject to certain limitations, restrictions and pre-clearance requirements under the federal securities laws and/or the Advisor's Code of Ethics with respect to the personal securities transactions.

7. Custodian. The assets of the Account shall be held by one or more entities selected by the Client to act as the Client's custodian or custodians (collectively referred to as the "Custodian"). The Client has selected the initial Custodian and notified Advisor in writing of its identity. The Client shall notify Advisor in writing of any subsequent change Custodian or additional entities selected as Custodian. The Custodian shall at all times be responsible for the physical custody of the assets of the Account and for the collection of interest dividends and other income attributable to the assets of the Account. The Client shall be responsible for all custodial arrangements and the payment of all custodial charges and fees, and Advisor shall have no responsibility or liability with respect to custody arrangements or any act, omission or other conduct of the Custodian. The Client will direct the Custodian to accept settlement instructions issued by the broker-dealer(s) appointed by Advisor for the Account. The Client may select and utilize more than one Custodian for distinct assets within the Account.

8. Custody Restrictions. Neither Advisor nor any of its affiliates shall have Custody as the term is defined under the Investment Advisers Act of 1940, as amended ("Adviser's Act") over the assets in the Account, and the Client agrees to cooperate with Advisor and its affiliates, and direct the Custodian so as to restrict their Custody for purposes of the Advisers Act to assets in the Account.

9. Discretion to Employ Broker. The Client hereby agrees that Advisor shall have full authority and discretion to select the broker(s) or dealer(s) through whom any transaction in respect of the Account shall be executed, including an affiliate of the Advisor. In selecting a broker or dealer to execute a particular transaction, Advisor shall select such broker or dealer that, in its sole

discretion, is qualified to provide the desired services and charges a reasonable commission or fee to the client in relation to the services provided to the Advisor and its clients. Advisor need not solicit competitive bids, and shall have no obligation to seek the lowest available commission cost to the client, so long as Advisor determines that the commission cost is reasonable in relation to the total quality and reliability of the brokerage services made available to Advisor for the benefit of its clients, notwithstanding that the Client may not be the direct or exclusive beneficiary of any such service or that another broker or dealer may be willing to charge the Client a lower commission on the particular transaction. The Client acknowledges that the advisory fee set forth in Exhibit B hereto is based on the Client's agreement to the foregoing and that the ability to charge foregoing commissions to the Account is an integral factor in the establishment of Advisory fees under this Agreement. In the event that the Advisor selects an affiliate, the affiliate will not charge a separate or additional fee or commission for such execution. Client may restrict the Advisor from purchasing investment product through its affiliate. However, Client may direct Advisor, in writing, to use particular broker(s) or dealer(s) to execute all or a portion of the transactions for the Client's Account. In that case, Client will negotiate terms and arrangements for the Account with the broker or dealer and Advisor will be unable to ensure better execution services or prices from other brokers or dealers or be able to "batch" Client transactions for execution through other brokers or dealers with orders for other accounts managed by Advisor. As a result, Client may pay higher commission or other transaction costs or greater spreads and/or receive less favorable net prices on transaction for the Account than would otherwise be the case.

10. Expenses.

(a) Advisor shall furnish at its own expense all necessary administrative services, office space, equipment, clerical personnel, telephone and other communication facilities, investment advisor facilities, and executive and supervisory personnel for managing investments.

(b) Except as otherwise provided herein, Client shall pay all of its own expenses, including, without limitation, taxes, commissions, fees and expenses of Client's independent auditors and legal counsel, brokerage and other expenses connected with execution of Account investment transactions, insurance premiums, and fees and expenses of the Custodian for all services to Client including safekeeping of funds and securities and the keeping of books and records.

11. Advisory Fee/Reimbursement of Expenses.

(a) The compensation of the Advisor shall be calculated and paid in accordance with the Schedule of Fees, attached hereto as Exhibit B. For the purposes of determining the Advisor's fees, the Account's assets shall be valued as computed by the Advisor in accordance with normal and customary industry standards. Certain securities or assets may need to be valued in a manner determined in good faith by the Advisor, or other appropriate pricing sources to reflect its market value or as may be prescribed by applicable law. The compensation of the Advisor shall in no event be calculated on the basis of a share of capital gains upon or capital appreciation of the Account or any portion of the Account in violation of the Investment Adviser's Act of 1940. As more fully described in Advisor's Firm Brochure Part 2A of Form ADV, Advisor does not participate in "soft dollar" arrangements.

(b) Not more frequently than once a month, Advisor shall calculate and provide an invoice to Client for the Advisory fee as set forth herein and any broker or dealer commissions, other agent fees or transaction costs, or other expenses owed as reimbursement to Advisor. Client shall pay this invoice within thirty (30) days of receipt.

12. Voting of Proxies and Tender Offers. The Advisor will exercise discretionary voting authority over proxies issued on securities held in the Account consistent with the Advisor's Form ADV Part 2A.

13. Prohibition On Assignment. No assignment, as that term is defined in the Advisers Act, of the Agreement shall be made by Advisor without the prior consent of Client, which may be provided by negative consent.

14. Form ADV Part 2. The Client acknowledges receipt of a copy of Advisor's Firm Brochure and Brochure Supplement, Parts 2A and 2B of Advisor's Form ADV which describes Advisor's investment techniques, disciplines, related risk factors, and advisory personnel prior to signing this Agreement.

15. Representations and Warranties.

(a) Advisor hereby represents, warrants and agrees that:

(i) Advisor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois and has full power, right and authority to enter into this Agreement and perform its obligations hereunder.

(ii) Advisor is registered as an investment advisor under the Advisers Act, Advisor acknowledges that it is a "fiduciary" within the meaning of applicable law with respect to such assets of the Account, as defined herein, as may be placed under its management pursuant to this Agreement.

(b) The Client hereby represents, warrants and agrees that:

(i) Client is duly organized, validly existing and in good standing under the laws of the State of Wisconsin and has full power, right and authority to enter into this Agreement and perform its obligations hereunder.

(ii) The Client has the authority under applicable law and under the terms of its constitutional documents to appoint an investment advisor to manage (including the power to vote and to acquire and dispose of) the assets of the Account. The Client has delivered to Advisor, and from time to time hereafter will deliver to Advisor, in writing, all of the information which Advisor may require or reasonably request (including, but not limited to, the cash needs and investment objectives of the Client) in order to perform its duties hereunder without violating or causing any violation of its fiduciary duties under applicable law and promptly will notify Advisor, in writing, of any change in the information so furnished to it.

(iii) The Client has full power, right and authority to enter into this Agreement and to perform its obligations hereunder and the trading of securities and other financial investments as contemplated hereby is a proper purpose of the Client, is

within the Client's power, is prudent, complies with applicable state law and will not result in a contravention of the statutes, rules or regulations to which the Client is subject. The Client will furnish Advisor with such evidence of authority and power to enter into this Agreement and to trade in securities and other financial investments as Advisor may request.

16. Scope of Liability and Indemnification.

(a) Advisor, at all times, will act in good faith with respect to its management of the Account. Client understands that there is risk (including risk of loss) associated with any investment in securities, including those to be made by Advisor in managing the Account and associated with Advisor's investment strategy. Client agrees that Advisor shall not be liable to the Client for any act or omission in connection with the performance of Advisor's services hereunder, other than as a result of Advisor's reckless conduct, intentional misconduct, bad faith, violation of applicable law or breach of any of the material terms of this Agreement. Advisor will have no duty, responsibility or liability under this Agreement as to any Client assets other than the Account assets. Client assumes the market risks involved in the investment of the Account assets under this Agreement and understands that the investment decisions made for this Account are subject to various market, currency, economic, political, business and other risks.

(b) The Client agrees to indemnify and hold Advisor harmless from and against any and all losses, costs, indebtedness, claims and liabilities arising hereunder excepting only those due to Advisor's reckless conduct, intentional misconduct, bad faith, violation of applicable law or breach of any of the material terms of this Agreement.

(c) Advisor shall not be responsible for any loss incurred by reason of any act or omission of Client, broker, dealer or custodian; provided, however, that Advisor will make reasonable efforts to require that brokers, dealers and custodians perform their obligations with respect to the Client.

(d) It is understood that nothing herein shall in any way constitute a waiver or limitation of any of the obligations which Advisor may have under federal securities laws or under applicable state law.

17. Bond. Advisor shall not provide a bond in connection with its activities as investment advisor under this Agreement unless required by law. If a bond is required under state law, the Client will include Advisor under individual or schedule bonds or other forms of bonds meeting the requirements of applicable state law or will name Advisor in what is known under general trade usage as an "agent's rider" attached to a blanket bond so as to comply with applicable state law.

18. Notices. Any notices or communications that any party hereto may be required or permitted to make to the others shall be in writing and shall be sent to the following address for each party:

To Client: Racine County
730 Wisconsin Avenue
Racine, WI 53403-1274
Attention: Gwen Zimmer
Telephone: (262) 636-3255
Facsimile: N/A

To Advisor: PMA Asset Management, LLC
2135 CityGate Lane, 7th Floor
Naperville, IL 60563
Attention: General Counsel
Telephone: (630) 657-6400
Facsimile: (630) 718-8701

or such other address as such party may designate. A written notice includes a notice by facsimile, email or other electronic transmission. Any such notice may be given or signed on behalf of the party giving or serving the same by a director, secretary or other duly authorized person thereof. If notice is to be given by email or other electronic means, the party giving notice shall first contact the receiving party to ascertain the correct address.

19. Confidentiality.

(a) Subject to legal or regulatory requirements or as provided in subsection (c) hereunder, Advisor acknowledges that this Agreement, together with any documents or instructions supplied by the Client pursuant to this Agreement constitute confidential information ("Client's Confidential Information"). Advisor shall only use the Client's Confidential Information for the purpose of this Agreement and shall not disclose any Client's Confidential Information to any third party, unless such disclosure is required to carry out the purpose of this Agreement.

(b) Subject to state law and regulatory requirements or as provided in subsection (c) hereunder, the Client acknowledges that this Agreement, together with any documents or instructions supplied by Advisor to the Client pursuant to this Agreement, constitute confidential information ("Advisor's Confidential Information"). The Client shall use its best efforts to prevent disclosure of Advisor's Confidential Information by it or its employees and shall not disclose any Advisor's Confidential Information to any third party without the prior written consent of Advisor.

(c) Each party's obligations to the other under this section shall not apply to information which:

- (i) becomes publicly known through no wrongful act of the other party; or
- (ii) becomes rightfully known to a party without confidential or proprietary restriction from a source other than the other party; or
- (iii) is approved by the other party for disclosure without restriction in a written document which is signed by the other party; or
- (iv) is required pursuant to court order, regulatory request or by operation of law to be disclosed by a party, provided that that such party continues to maintain the obligations under the section with regard to all other third parties.

20. Miscellaneous.

- (a) This Agreement constitutes the entire agreement between the parties with respect to the Account. The Parties hereby submit to the jurisdiction of the federal and state courts located in Cook County or DuPage County, Illinois, as applicable, and the Agreement shall be governed by the laws of the State of Illinois without giving effect to its choice of law or conflict of law provisions, provided that nothing shall be construed in any manner inconsistent with the Advisers Act, or any rule, regulation or order of the Securities and Exchange Commission promulgated thereunder.
- (b) For all purposes of this Agreement, Advisor shall be an independent contractor and not an employee or dependent agent of the Client; nor shall anything herein be construed as making the Client a partner or co-venturer with Advisor or any of its affiliates or other clients. Except as specifically provided in this Agreement and any separate agreement between Client and Advisor, Advisor shall not obligate or represent the Client.
- (c) In the event that any provision of this Agreement is held invalid by a court with jurisdiction over the parties, such provision shall be deemed to be restated to be enforceable, in a manner which reflects, as nearly as possible, the intent, and economic effect of the invalid provision in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect.
- (d) This Agreement may be executed in multiple counterparts, each of which shall be deemed binding for all purposes hereof.

(e) No provisions of this Agreement may be amended or waived except by written agreement executed by Advisor and Client.

CLIENT

Racine County, WI

By: _____


Name: Gwen Zimmer

Its: Finance Director

Date Signed: October ____, 2023

ADVISOR

PMA Asset Management, LLC

By:  _____

Name: John M. Huber, CFA

Its: Chief Investment Officer

Date Signed: October 6, 2023

Investment Advisory Agreement

EXHIBIT A

CLIENT INVESTMENT POLICY

Investment Advisory Agreement

EXHIBIT B

ADVISORY FEE

1. Advisory fee.

Client agrees to pay Advisor with respect to the cumulative market value of assets in the Account (which for purposes of this Fee Schedule is limited to Fixed Income) that Advisor provides advisory services for, fees at the annualized rate of:

Ten basis points (0.10%) on the first \$25 million; and
Eight basis points (0.08%) on assets over \$25 million.

There is a minimum monthly Advisory Fee of \$2,083 for this Account.

Fee Schedule is to be amended if Account is expanded to include other Investment Strategies.

2. Basis for calculation and time of payment. Fees under the Agreement shall be payable monthly, in arrears, at the rate of one twelfth of the annual rate based on the market value of the assets comprising the Account on the last day of the month (or, if applicable, the last date in the month that such assets were in the Account), and will be prorated for any period in the month in which the Advisor did not manager the Account. Advisor's fees are due as set forth in Section 11(b) of this Agreement.

3. Valuation. In computing the market value of any asset of the Account, each security listed on any national securities exchange shall be valued at the last quoted sale price on the valuation date on the principal exchange on which such security is traded. Any other security or asset shall be valued in a manner determined in good faith by Advisor to reflect its fair market value. Advisor shall, at a minimum, provide Client an inventory of the assets in the Account within 45 days after the end of each calendar quarter.

4. Amendment of Fee Schedule. This Fee Schedule may be amended by execution of a new fee schedule by both parties.

CLIENT

Racine County, WI

By: _____

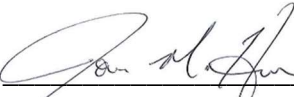
Name: Gwen Zimmer

Its: Finance Director

Date Signed: October ____, 2023

ADVISOR

PMA Asset Management, LLC

By:  _____

Name: John M. Huber, CFA

Its: Chief Investment Officer

Date Signed: October 6, 2023