

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

Supervisor Don Trottier, Chairman
Supervisor Robert Miller, Vice Chairman
Supervisor Jody Spencer, Secretary
Supervisor Renee Kelly
Supervisor Brett Nielsen

Supervisor John Wisch
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: **WEDNESDAY MAY 8, 2024**

TIME: **5:00 p.m.**

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

1. Convene Meeting
2. Chairman Comments – Youth in Governance/Comments
3. Public Comments
4. Approval of Minutes from the March 26, 2024, committee meeting – Action of the Committee only.
5. County Treasurer – Jeff Latus – Authorizing the County Treasurer to vacate judgment for In-Rem Action on property at 1755 Oregon St, City of Racine. – 2024 – Resolution – Action Requested: 1st and 2nd Reading at the May 14, 2024, County Board Meeting.
6. Racine County Economic Development Corporation – Andrea Safedis – Status of the Racine County Matching Grant Program – 1st Quarter 2024 – Action of the Committee only.
7. Finance Department – Gwen Zimmer – Racine County 2024 1st Quarter Investment Report (Staff from PMA Investments will be available to discuss the materials) – 2024 – Report.
8. Transfers
 - a. Communications – Jacqueline Bratz – Authorize Creation of 1 FTE Non-Rep Exempt E080 Radio Communications System Administrator effective 6/29/2024 and transfer of \$59,728 within the Communications 2024 budget – 2024 – Resolution – Action Requested: 1st Reading at the May 14, 2023, County Board Meeting.

- b. Finance Department – Gwen Zimmer – Transfer of funds within the Human Services Department, Public Works and Development Services Department, and various departments in the General Fund to close the 2023 year – 2024 – Resolution – Action Requested: 1st Reading at the May 14, 2024, County Board Meeting.
9. Human Services – Hope Otto – Authorizing the payment of recruitment and retention bonuses for Mental Health Therapist positions within Behavioral Health Services and Youth Development Center and use of sufficient ARPA funds within the 2024 budget – 2024 – Resolution – Action Requested: 1st and 2nd Reading at the May 14, 2024, County Board Meeting.
 10. Finance Department – Gwen Zimmer – Authorize Racine County to act as the lead public agency for the procurement of Fleet Maintenance and services and to enter into a master intergovernmental cooperative purchasing agreement with Omnia Partners Public Sector. – 2024 – Resolution – Action Requested: 1st Reading at the May 14, 2024, County Board Meeting.
 11. Finance Department – Gwen Zimmer – Authorize a three-year contract with DebtBook lease and subscription management software services for the period of 7/1/2024-6/30/2027 – 2024 – Resolution – Action Requested: 1st and 2nd Reading at the May 14, 2024, County Board Meeting.
 12. Finance Department – Gwen Zimmer – Racine County 2024 1st Quarter Accepted Donations – 2024 – Report.
 13. Finance Department – Gwen Zimmer – Racine County 2024 1st Quarter Grant Applications Report – 2024 – Report.
 14. Finance Department – Gwen Zimmer – Racine County 2023 Annual Emergency Procurement Report – 2024 – Report.
 15. Finance Department – Gwen Zimmer – Update on ARPA Funds – Information only.
 16. Communication & Report Referrals from County Board Meeting:

a. Bankruptcy items:

Type of Action:	Person/Persons
Chapter 13 Notice of Case	Jamar Pierre-Louis; Perry Witter; Robert Prince Sr; Dionte King; Rocco Del Frate;
Chapter 13 Order of Discharge	Socorro Davila; Kenneth Drake; Trina Drake; Matthew Olson; Saul Rodriguez Sr.; Susan Forbes- Rodriguez;
Chapter 13 Order Dismissing Case	Amy Smith; Cherika Showers; Demetrius White; Paul Lukaszewski; Ramon Anchondo; Sara Anchondo; Tykeisha Burney; Felicia Jamerson; Melissa Verbeten; Michael Verbeten;

Chapter 13 Order Imposing Automatic Stay	Stephanie Hicks;
Chapter 13 Order Sustaining Objection to Chapter 13 Plan	Stephanie Hicks;
Chapter 13 Order Granting the Trustees Motion to Modify the Confirmed Plan and to Limit Notice	Matthew Olson;
Chapter 13 Order Modifying Confirmed Chapter 13 Plan	Shawn Egerson; Lisa Ponce; Cassy Graceffa; Aaron Graceffa; Dennis Rector;
Chapter 13 Notice and Motion to Dismiss-Unconfirmed Plan	Mamie Washington; Shawanda Triplett;
Chapter 13 Notice and Motion to Dismiss-Confirmed Plan	James Pirk; Theresa Pirk; Jesus Ortiz; Lakiya Gresham; Alexander Vargas; Richard Jonas; Timothy Edelman; Eulalio Garza JR;
Chapter 13 Order Confirming Plan	Kelly Martinez; Floyd Martinez; Jesse Rodriguez Jr; Marissa Rodriguez; Lori Zimmer; Dirk Zimmer; Victor Hanson; Constance Hanson; Mayra Lopez; Melissa Ahles; Anna Holliday; Jennifer Zielke;
Chapter 11 Notice of Agreements with United States Department of Justice	Endo International Plc, et al;
Chapter 11 Order of Discharge	Rafael Figueroa; Lourdes Milagros Figueroa;
Chapter 7 Order of Discharge	Christopher Lang; Amanda Lang; Sabrina Ulshafer; Juan Oropeza;
Chapter 7 Notice of Case	Karen Elderbrook; Daniel Elderbrook; Gracie Schultz; Cynthia Jones; Gary Poetz II; Katrina Poetz; Mary Rose; Joseph Lackey III; Serena Lackey; Cheryl Spencer; Erik Ahlgren; Jennifer Manke; Brian Root; Kimberly Root;

b. Foreclosures

Attorney	Lender	Person/Persons	Amt owed County
Diaz Anselmo & Associates, P.A.	Lakeview Loan Servicing LLC	Valencia Koker et al	Not listed.

17. Staff Report – No Action Items.

- Finance & Human Resources Committee – Next meeting will be on May 22, 2024.

18. Adjournment

FINANCE & HUMAN RESOURCES COMMITTEE ACTION ONLY

Requestor/Originator Finance & Human Resources Committee

Committee/Individual Sponsoring: Finance & Human Resources Committee

Date of Committee Meeting: 5/8/2024

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

Description: Minutes from the March 26, 2024 FHR Meeting

Action: **County Board Supervisors**
 Approve
 Deny

Youth In Governance
 Approve
 Deny

FINANCE AND HUMAN RESOURCES COMMITTEE MEETING
Tuesday, March 26, 2024

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

Meeting attended by: Chairman Trottier, Supervisors Miller, Maier, Spencer, and Demske.

Other attendees: Youth in Governance Representative Merino-Cabrera, Finance Director Gwen Zimmer, Director of Public Works and Development Services Roley Behm, Engineering Manager Frank Pritzlaff, Assistant Engineering Manager Christopher Gallagher, Engineering Survey Specialist Shannon Kurth, Parks Manager Benjamin Haas, Section Chief Alex Hoxie, Lead Planner and Biologist Ryan Johnson, Real Estate Specialist Nick Laluzerne, Assistant Corporation Counsel Sarah Kidd, and Corporation Counsel Michael Lanzdorf.

Excused: Supervisor Eckman and Wisch.

Not in Attendance: Youth in Governance Representative Ward.

Agenda Item #1 – Convene Meeting

Meeting Called to Order at 5:04 p.m. by Chairman Trottier.

Agenda Item #2 – Youth in Governance/Comments

Youth in Governance statement was not read.

Agenda Item #4 – Approval of Minutes from the March 20, 2024, committee meeting

Action: Approve the minutes from the March 20, 2024, committee meeting.

Motion Passed: Moved: Supervisor Miller. Seconded by Supervisor Demske. Vote: All Ayes No Nays.

Agenda Item #5 – Public Works and Development Services – Roley Behm– Authorize the acceptance and Adoption of the U.S. Army Corps of Engineers Integrated Feasibility Report and Environmental Assessment of the Horlick Dam, and its Recommendation to Proceed with Removal of the Horlick Dam – 2024 – Resolution – Action Requested: 1st Reading at the March 26, 2024, County Board Meeting.

Action: Authorize the acceptance and Adoption of the U.S. Army Corps of Engineers Integrated Feasibility Report and Environmental Assessment of the Horlick Dam, and its Recommendation to Proceed with Removal of the Horlick Dam –2024 – Resolution – Action Requested: 1st Reading at the March 26, 2024, County Board Meeting.

Motion Passed: Moved: Supervisor Demske. Seconded by Supervisor Maier. Vote: All Ayes No Nays

Agenda Item #5 – Staff Report – No Action Items

- Finance & Human Resources Committee – The Next Meeting will be on April 3, 2024, at 5:00PM (Cancelled).

Agenda Item #6 – Adjournment.

Action: Adjourn the meeting at 6:16 p.m.

Motion Passed: Moved by Supervisor Miller. Seconded by Supervisor Demske. Vote: All Ayes, No Nays.

REQUEST FOR COUNTY BOARD ACTION

YEAR <u>2024</u>	<input checked="" type="checkbox"/>	Resolution Request Ordinance Request Report Request Information Only
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Requestor/Originator: Racine County Treasurer- Jeff Latus

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) Jeff Latus
 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: 5/8/2024 Date of County Board Meeting to be Introduced: 5/14/2024

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 County Treasurer to vacate judgment for In-Rem Action on property at 1755 Oregon St, City of Racine.

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

SUBJECT MATTER:

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

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

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.

MEMO

April 18, 2024

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

FROM: Jeff Latus, Racine County Treasurer

RE: Vacate Judgment: In-Rem Property

Please put on the agenda for the committee meeting scheduled for May 8th, 2024, time to request the Committee's permission for Corporation Counsel to petition the court to vacate the Order of Judgment of foreclosure for a parcel from the April 16th, 2024, court hearing.

The property is a residential building, located at 1755 Oregon St in the City of Racine, and was owned by Shane M Baumann and Casandra A Baumann. Payment for taxes and fees was received on April 18th, 2024. The Racine County Treasurer's Office is holding the funds that were paid for the delinquent taxes and fees.

In addition, we are requesting that the 1st and 2nd reading be done at the same time to expediate the process of settling the tax balance on this property.

If you have any questions, please contact me.

Thank you,



Jeff Latus

Racine County Treasurer

Cc: Erika Motsch

ACTIVE TAX DEED PROPERTIES OWNED BY RACINE COUNTY

DISTRICT: City of Racine

Updated: _____

PARCEL # 276-00-00-22-329-000

IN REM ACTION #: 2023-1

ITEM #: 193

JUDGMENT DOC #: _____

JUDGEMENT DATE: 4/16/2024

LEGAL LOT 6, BLOCK 1, MIDWEST HOMESITES, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 DESCRIPTION: OF SECTION 19, TOWNSHIP 3 NORTH, RANGE 23 EAST, EXCEPTING THEREFROM FOLLOWING: BEGIN AT THE SOUTHWEST CORNER OF LOT 6, BLOCK 1, MIDWEST HOMESITES, PROCEED NORTH ALONG THE WEST LINE OF SAID LOT FOR A DISTANCE OF 7 FEET; THENCE IN AN EASTERLY DIRECTION PARALLEL WITH NORTH LINE OF SAID LOT TO POINT OF INTERSECTION WITH SOUTH LINE OF SAID LOT; THENCE IN WESTERLY DIRECTION ALONG SOUTH LINE OF SAID LOT TO THE PLACE OF BEGINNING. SAID LAND BEING IN THE CITY OF RACINE, COUNTY OF RACINE AND STATE OF WISCONSIN.

PROP. ADDRESS: 1755 OREGON ST

FORMER OWNER: SHANE M. BAUMANN & CASSANDRA A. BAUMANN

ASSESSED VALUE / 2023
 RESIDENTIAL
 Land: \$17,000.00
 IMP: \$80,000.00
TOTAL: \$97,000.00

FAIR MARKET VALUE 2023 \$107,600.00
APPRAISED VALUE: \$0.00
YEAR: 0

TAX YEAR	NET TAX	SPECIAL	INT	PEN	TOTAL
2015	\$888.08	-	\$879.20	\$439.60	\$2,206.88
2016	\$1,899.19	\$770.11	\$2,322.29	\$1,161.15	\$6,152.74
2017	\$1,856.55	\$796.68	\$1,989.92	\$994.97	\$5,638.12
2018	\$1,830.86	\$662.69	\$1,570.93	\$785.47	\$4,849.95
2019	\$1,838.71	\$896.20	\$1,394.80	\$697.40	\$4,827.11
2020	\$1,975.44	\$1,025.52	\$1,170.37	\$585.19	\$4,756.52
2021	\$1,943.13	\$1,252.65	\$862.86	\$431.43	\$4,490.07
2022	\$1,920.23	\$1,302.50	\$483.41	\$241.70	\$3,947.84
2023	\$2,062.62	\$1,294.98	\$100.73	\$50.36	\$3,508.69
	\$16,214.81	\$8,001.33	\$10,774.51	\$5,387.27	

SPECIAL OVER 7500: NA

TAX TOTALS: \$40,377.92

In-Rem Fee	\$275.00
Vacate Fee	\$500.00
Recording Fee	\$30.00
Boarding Fee	\$0.00
Appraisal Fee	\$0.00
Newspaper Sale ad	\$0.00
FEE & COST TOTAL:	\$805.00

GRAND TOTAL: \$41,182.92

DISPOSITION:	
TO:	
ON:	
TOTAL COSTS:	<u>\$41,182.92</u>
SOLD / DONATED FOR:	
PROFIT OR (LOSS):	
	GENERAL RECEIPT NUMBERS
	NO: <u>47317</u>
	NO: <u>5-3</u>

REQUEST FOR COUNTY BOARD ACTION

YEAR	<u>2024</u>	<input type="checkbox"/>	Resolution Request
		<input type="checkbox"/>	Ordinance Request
		<input type="checkbox"/>	Report Request
		<input checked="" type="checkbox"/>	Information Only

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. RCEDC Andrea Safedis

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: 5/8/2024 Date of County Board Meeting to be Introduced: _____

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

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

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Racine County Economic Development Corp. (RCEDC) Status of the Racine County Matching Grant Program – 1st Quarter 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.

MEMORANDUM

TO: RACINE COUNTY BOARD
FINANCE AND HUMAN RESOURCE COMMITTEE

FROM: ANDREA SAFEDIS, PORTFOLIO SERVICING SPECIALIST
JENNY TRICK, EXECUTIVE DIRECTOR

DATE: MAY 8, 2024

SUBJECT: RACINE COUNTY MATCHING GRANT PROGRAM 2024 Q1

The purpose of this memorandum is to provide Racine County with the following:

- 2024 Q1 Report
- Request from an applicant to change of program perimeters

All items provided are for the Racine County Matching Grant Program (MGP) that is administered by Racine County Economic Development Corporation (RCEDC).

Overview of the Program

Racine County has been supporting small businesses through two grant programs (manufacturing and minority owned businesses) since 2004 and 2006, respectively.

Starting in 2016, RCEDC and the Racine County Board evaluated the program and began to make small changes to streamline the grant program; changes included combining the two grants into one fund, add a job creation criterion, and strive to seek ways to make the approval process more efficient. Two years later after evaluating the changes and the results, in 2018 the Racine County Board approved additional changes to the grant program that included the following:

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

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

- 1) Limit the grant applications from a business and any of its affiliates to a total of \$5,000 annually;
- 2) Limit the number of years an applicant, including all its affiliates, can apply for funds to a maximum of three years; and
- 3) Allow program funds to be used for a new Coaching Council program being established by RCEDC.

And finally, after delivering the mid-2022 report and reflecting that an unusually high balance available (\$36,186.06), the following changes were requested and approved:

- 1) Eligible applicants to include start-ups assuming the following:
 - Has a physical location that is NOT home-based;
 - Has secured funding to establish their business; and
 - Has been open (since the date of first revenues) for a minimum of 30 days.

The following results are as of April 30, 2024:

2023 MGP Carry Forward	\$10,656.49
2024 MGP Allocation	\$75,000.00
Total Available for Grants in 2024	\$85,656.49
2024 Approvals	\$66,620.00
Left to Approve	\$19,036.49

Project results as of April 30, 2024:

- \$66,620 in total grants approved.
- 13 small businesses approved, including:
 - 4 manufacturers
 - 2 veteran-owned
 - 9 women-owned
 - 6 ethnic minority-owned
 - 2 – African American
 - 2 – Hispanic
 - 2 – Asian Pacific
- The location of the 13 small businesses is in the following communities:
 - Burlington: 2
 - City of Racine: 5
 - Mount Pleasant: 3
 - Waterford: 3

One ongoing goal of the program has been job creation, and we are pleased to report that the 13 small businesses approved will add 85 full-time equivalent employees to their companies. To confirm this goal is achieved, RCEDC continues to provide a one-year follow-up survey to confirm the companies have created the proposed job creation.

Ethnic Minority Groups

Furthermore, at the request of Racine County leadership, RCEDC continues to compile data on the ethnic minority groups which have been awarded MGP funds since 2016. This data is detailed below:

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

2017					
	African American	Hispanic	Asian-Pacific	Asian-Indian	Woman Owned
MGP Awards	17%	0%	0%	0%	30%
County Demographics	12%	13.6%	1.3%	1.3%	50.4%
Number of Applicants	4	0	0	0	7
2018					
	African American	Hispanic	Asian-Pacific	Asian-Indian	Woman Owned
MGP Awards	12%	4%	4%	0%	38%
County Demographics	12%	13.6%	1.3%	1.3%	50.4%
Number of Applicants	3	1	1	0	10
2019					
	African American	Hispanic	Asian-Pacific	Asian-Indian	Woman Owned
MGP Awards	14%	0%	3.4%	7.0%	45%
County Demographics	12%	13.6%	1.3%	1.3%	50.4%
Number of Applicants	4	0	1	2	12
2020					
	African American	Hispanic	Asian-Pacific	Asian-Indian	Woman Owned
MGP Awards	12%	0%	4%	4%	32%
County Demographics	12%	13.6%	1.3%	1.3%	50.4%
Number of Applicants	3	0	1	2	8
2021					
	African American	Hispanic	Asian-Pacific	Asian-Indian	Woman Owned
MGP Awards	19%	4%	4%	4%	46%
County Demographics	12%	13.6%	1.3%	0.7%	50.4%
Number of Applicants	5	1	1	1	12
2022					
	African American	Hispanic	Asian-Pacific	Asian-Indian	Woman Owned
MGP Awards	25%	6.3%	3.1%	0%	66%
County Demographics	12.2%	14.8%	1.4%	.7%	50.1%
Number of Applicants	8	2	1	0	21
2023					
	African American	Hispanic	Asian-Pacific	Asian-Indian	Woman Owned
MGP Awards	11%	32%	11%	0%	68%
County Demographics	11.8%	15.1%	1.4%	.1%	50.3%
Number of Applicants	2	6	2	0	13

In review of the multiple year data, you can see that women-owned companies are the primary grant recipients with 68% of the 2023 applicants being to women-owned companies, and in 2023 the greatest grant award increase was in the Hispanic owned-company applicants at 32%.

Conclusion for 2024 Q1 Report

RCEDC is pleased that the 2024 grant is almost fully accounted for within a little over the 1st quarter of the year.

A question arose from an applicant that was denied approval because the applicant is operating the business from a residence. This change, to not allow home-based businesses access to the grant, was made in 2022. This change was made after reviewing the job creation data from home-based businesses showing little to no job creation. This applicant has requested further consideration from the Committee to allow grants to be awarded to businesses operating from residences.

For your reference, I have added the 2022 & 2023 Job Reporting with Home-Based and Startup businesses highlighted to show the job tracking.

Does the Committee wish to reconsider this eligibility criteria and recommend the change to Racine County?

2024 Q1 - Matching Grant Approvals						
Company Name	Community / County	Primary Product/Service	MGP Grant Award	MGP Partner	MGP Qualifier	MGP Application Job Count
Ying's Kitchen	Mt. Pleasant		\$ 5,000.00	RCEDC	Manufacturer Racial/Ethnic Minority Women Owned	8
Main Street Mercantile	Waterford (Village)	Gift Shop	\$ 3,120.00	Independent Consultant	Women Owned	4
Payne & Frazier Consultants	City of Racine	Consulting Agency	\$ 5,000.00	Independent Consultant	Racial/Ethnic Minority Women Owned	2
The Hot Shop Racine Glass Studio and Gallery, LLC	City of Racine	Art studio	\$ 4,000.00	Independent Consultant	Veteran Owned Women Owned	4
Brown Family Chiropractic	Mt. Pleasant	Chiropractor	\$ 5,000.00	RCEDC	Women Owned	8
Elrik's Hobbies, LTD	Burlington		\$ 5,000.00	Independent Consultant	Manufacturer Veteran Owned Women Owned	4
Ictect, Inc.	Burlington	Computer Software	\$ 5,000.00	Independent Consultant	Racial/Ethnic Minority	6
Waterford Stillhouse	Waterford (Village)	Distillery	\$ 4,500.00	Independent Consultant	Manufacturer Women Owned	15
Looks of Your Desire Boutique, LLC	City of Racine	Women's Clothing Store	\$ 5,000.00	Independent Consultant	Racial/Ethnic Minority Women Owned	2
Pawstar	City of Racine		\$ 5,000.00	RCEDC	Manufacturer	17
Modern Aesthetics	Waterford (Village)	Offers a wide range of services to address various skincare concerns.	\$ 5,000.00	RCEDC	Women Owned	1
Big City BBQ	Mt. Pleasant	Food Truck	\$ 5,000.00	WWBIC	Racial/Ethnic Minority	1
Righteous Autos Inc	City of Racine	Auto Repair Shop	\$ 5,000.00	RCEDC	Racial/Ethnic Minority	13
Total: 13			\$ 61,620.00			85

2022 MGP Job Verification							
Company Name	Community	Company Description	MGP Total Disbursement	MGP Partner	MGP Qualifier	MGP Application Job Count	MGP One Year Job Count
Active Nursing dba Bellasmedispa	Mt. Pleasant	Medical Spa	\$ 5,000.00	Independent Consultant	Racial/Ethnic Minority	1	2
A M I, Inc	Mt. Pleasant	Computer & Office Equipment Wholesalers	\$ 850.00	RCEDC	CEO Roundtable	35	35
Audreyanna's LLC	City of Racine	Spa	\$ 5,000.00	Independent Consultant	Women Owned	1	
Cafe 213	Waterford (Village)	Restaurant	\$ 1,135.50	RCEDC	Women Owned	14	0
Bayton Incorporated	City of Racine	Fire equipment and protection supplier	\$ 5,000.00	RCEDC; Independent Consultant	Racial/Ethnic Minority	10	
Clarity Assisted Living/Nail Salon	Mt. Pleasant	Home help service	\$ 5,000.00	Independent Consultant	Racial/Ethnic Minority; Women Owned	3	5
ClearCom, Inc.	Raymond	Audio & Video Equipment Manufacturing	\$ 850.00	RCEDC	CEO Roundtable	25	27
Confident Kids Childcare, LLC	City of Racine	Childcare	\$ 661.79	Independent Consultant	Racial/Ethnic Minority; Women Owned	2	
Creative N'Fusion, LLC	City of Racine	Craft Studio / Custom Products	\$ 1,083.50	Independent Consultant	Racial/Ethnic Minority; Women Owned	1	
FISCHER USA, Inc.	City of Racine	Handtool, Cutlery, & Flatware Manufacturing Previously Fischer Precise USA	\$ 850.00	RCEDC	CEO Roundtable; Manufacturer	60	
Flitz International, Ltd.	Waterford (Village)	Soap & Other Detergent Manufacturing	\$ 5,000.00	RCEDC	Manufacturer	26	24
Gold Ink Consulting, LLC	City of Racine	Personal & Professional Development	\$ 3,747.00	Independent Consultant	Racial/Ethnic Minority; Women Owned	1	1
H.E.R. Valley	City of Racine	Health spa	\$ 1,655.61	WWBIC	Racial/Ethnic Minority; Women Owned	1	2
iDental Lab LLC	Mt. Pleasant	Dental lab that makes dentures and partials	\$ 850.00	RCEDC	CEO Roundtable	47	53
Lovingkindness AFH, LLC	City of Racine	Group Home	\$ 1,060.00	WWBIC	Racial/Ethnic Minority; Women Owned	4	
Main Street Mercantile	Waterford (Village)	Gift Shop	\$ 1,750.00	Independent Consultant	Women Owned	6	4
Marie Alise Beauty	Mt. Pleasant	Cosmetology	\$ 1,740.30	RCEDC	Women Owned	1	
Marini Manufacturing	City of Racine	Machine Shops	\$ 850.00	RCEDC	CEO Roundtable	30	
Payne & Frazier Consultants	City of Racine	Consulting Agency	\$ 5,000.00	Independent Consultant	Racial/Ethnic Minority; Women Owned	2	2
Reliance Controls Corporation	City of Racine	Electrical Products Manufacturing	\$ 850.00	RCEDC	CEO Roundtable	74	
Renew Medical Aesthetics LLC	City of Racine	Medical Spa	\$ 4,841.02	RCEDC	Women Owned	2	3
Skyline Landscape Design, LLC	Rochester	Landscaper	\$ 1,500.00	RCEDC	Women Owned	8	9
Spee-Dee Packaging Machinery, Inc.	Yorkville	Material Handling Equipment Manufacturing	\$ 850.00	RCEDC	CEO Roundtable	97	
The Playroom Inc.	Mt. Pleasant	Children's education	\$ 5,000.00	Independent Consultant	Women Owned	11	14
Waterford Stillhouse	Waterford (Village)	Distillery	\$ 4,841.09	RCEDC	Racial/Ethnic Minority; Women Owned	11	15
Wisconsin Metal Products Company	City of Racine	Fabricated Metal Product Manufacturing	\$ 850.00	RCEDC	CEO Roundtable	32	30
We Rock The Spectrum	Racine County	Indoor Playground	\$ 1,019.68	Independent Consultant	Women Owned	2	
Total: 27			\$ 66,835.49			507	226

2023 MGP Job Verification							
Company Name	Community	Company Description	MGP Total Disbursement	MGP Partner	MGP Qualifier	MGP Application Job Count	MGP One Year Job Count
Core Connect Staffing LLC	City of Racine	Employment and staffing support	\$ 5,000.00	RAMAC	Racial/Ethnic Minority; Women Owned	3	3
Geneva Healthcare, LLC	Waterford (Village)	Plastic & Rubber Product Manufacturing	\$ 3,000.00	Independent Consultant	Manufacturer; Women Owned	5	
Mercantile Hall	Burlington	Lessors of Nonresidential Buildings	\$ 5,000.00	Independent Consultant	Women Owned	32	63
Righteous Autos Inc	Caledonia	Auto Repair Shop	\$ 5,000.00	GTC; WWBIC	Racial/Ethnic Minority	9	13
Robin J. Vos Enterprises, Inc. dba TS Food Packaging	Burlington	Food Wholesalers	\$ 5,000.00	RCEDC	Manufacturer	75	94
Active Nursing dba Bellasmedispa	Mt. Pleasant	Medical Spa	\$ 3,849.73	RCEDC; WWBIC	Racial/Ethnic Minority	1	2
CNALP Gallery, LLC	Union Grove	Art Gallery	\$ 1,750.00	RCEDC	Women Owned	1	1
Flitz International, Ltd.	Waterford (Village)	Soap & Other Detergent Manufacturing		RCEDC	Manufacturer	27	
Main Street Mercantile	Waterford (Village)	Gift Shop	\$ 1,500.00	RCEDC	Women Owned	6	5
Waterford Stillhouse	Waterford (Village)	Distillery	\$ 5,000.00	RCEDC	Manufacturer; Women Owned	13	15
Baylon Incorporated	City of Racine	Fire equipment and protection supplier		Independent Consultant	Racial/Ethnic Minority	10	
Polished Beauty Bar	Mt. Pleasant	Nail Salon		GTC	Women Owned	14	
Frazier Support Services	Mt. Pleasant	Social Service Organization		WWBIC	Racial/Ethnic Minority; Women Owned	18	
TMac's Saloon	Union Grove	Bar		RCEDC	Women Owned	6	
M&J Krueger Trucking	Sturtevant	Trucking		RCEDC	Racial/Ethnic Minority; Women Owned	8	
Lovingkindness AFH, LLC	Mt. Pleasant	Group Home		WWBIC	Racial/Ethnic Minority; Women Owned	4	
Domina Consulting, Inc	Mt. Pleasant	Diversity & Inclusion Consulting		Independent Consultant	Racial/Ethnic Minority; Women Owned	4	
Blueberry Hilltop Cafe	City of Racine	Restaurant		Independent Consultant	Racial/Ethnic Minority; Women Owned	9	
Big City BBQ	City of Racine	Food Truck		Independent Consultant	Racial/Ethnic Minority	1	
						246	196

REQUEST FOR COUNTY BOARD ACTION

YEAR	<u>2024</u>	<input type="checkbox"/>	Resolution Request
		<input type="checkbox"/>	Ordinance Request
		<input checked="" type="checkbox"/>	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

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 and Human Resources Committee

Date Considered by Committee: 5/8/2024 Date of County Board Meeting to be Introduced: _____

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

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

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Racine County 2024 1st Quarter Investment Report – 2024 – Report.

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.



PMA[™]
ASSET MANAGEMENT

Racine County Finance Committee Portfolio Update



Racine County
W I S C O N S I N

Brian Hextell

Senior Vice President,
Institutional Portfolio Manager
PMA Asset Management, LLC

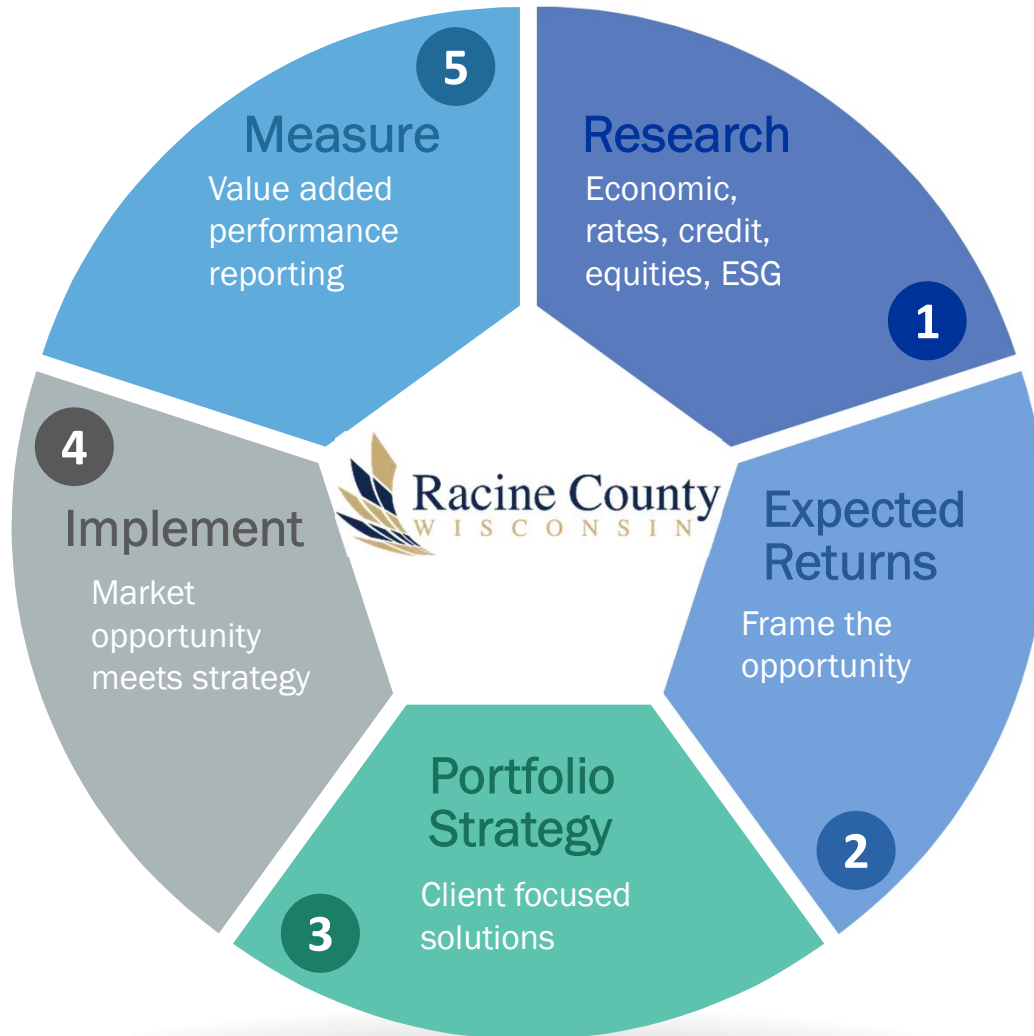
Matt Silkey

Associate Vice President,
Investment Services,
PMA Financial Network, LLC
PMA Securities, LLC

May 8, 2024
7-2



Investment Process



1

Research starts with a holistic approach to the all-encompassing broader market. PMA utilizes research within economic sectors, ESG, rates, credit and equity

2

We use our research to formulate expected returns and frame the opportunity for the client

3

We then create a customized portfolio strategy based on our research, expected returns and client needs

4

Portfolio strategy, idea generation, investment decisions and client input occur throughout the investment process

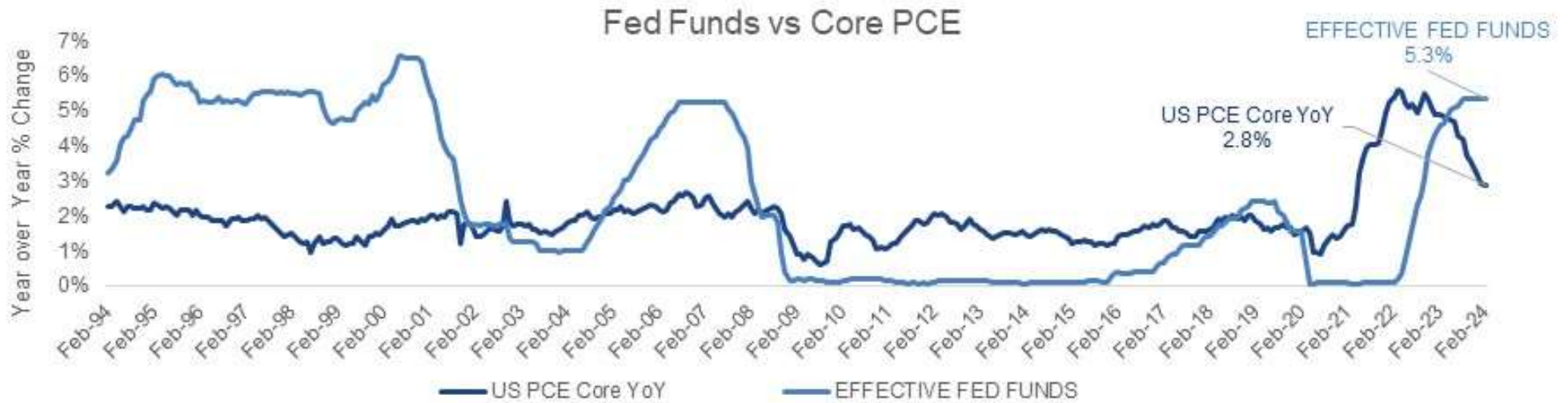
5

Portfolio returns and characteristics are measured and reported daily to clients

Market & Economic Update



Inflation Continues Decline but Moderates



- Current Fed Funds rate increasingly above inflation levels
- Core CPI continuing to slowly decline, aided by a decline in wage growth

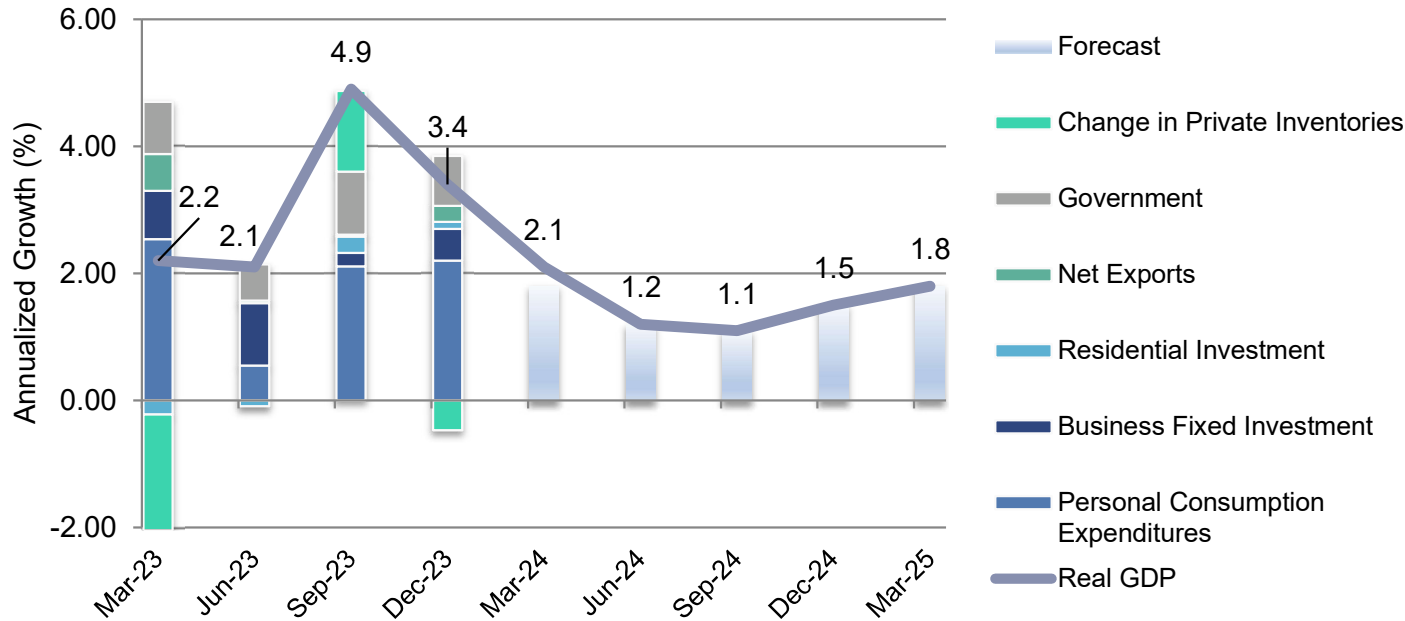


Source: Bloomberg, Bureau of Labor Statistics, PMA Asset Management as of 02/29/2024



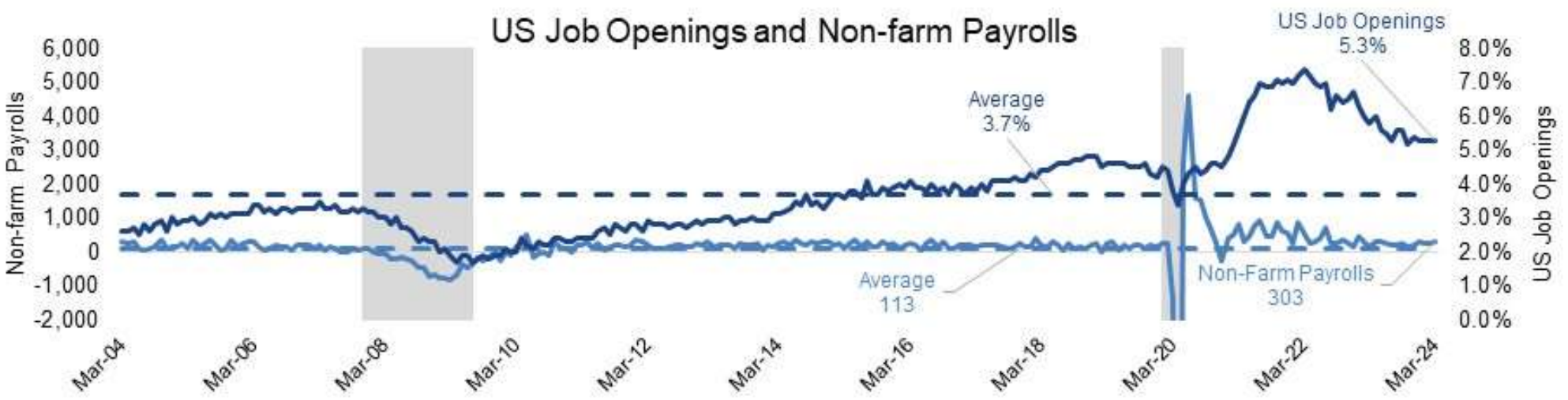
Growth and Employment

Contributions to % Change in Real GDP



- Higher than expected growth in 2023 with positive future forecasts
- Employment picture moves from hot to simply strong

US Job Openings and Non-farm Payrolls

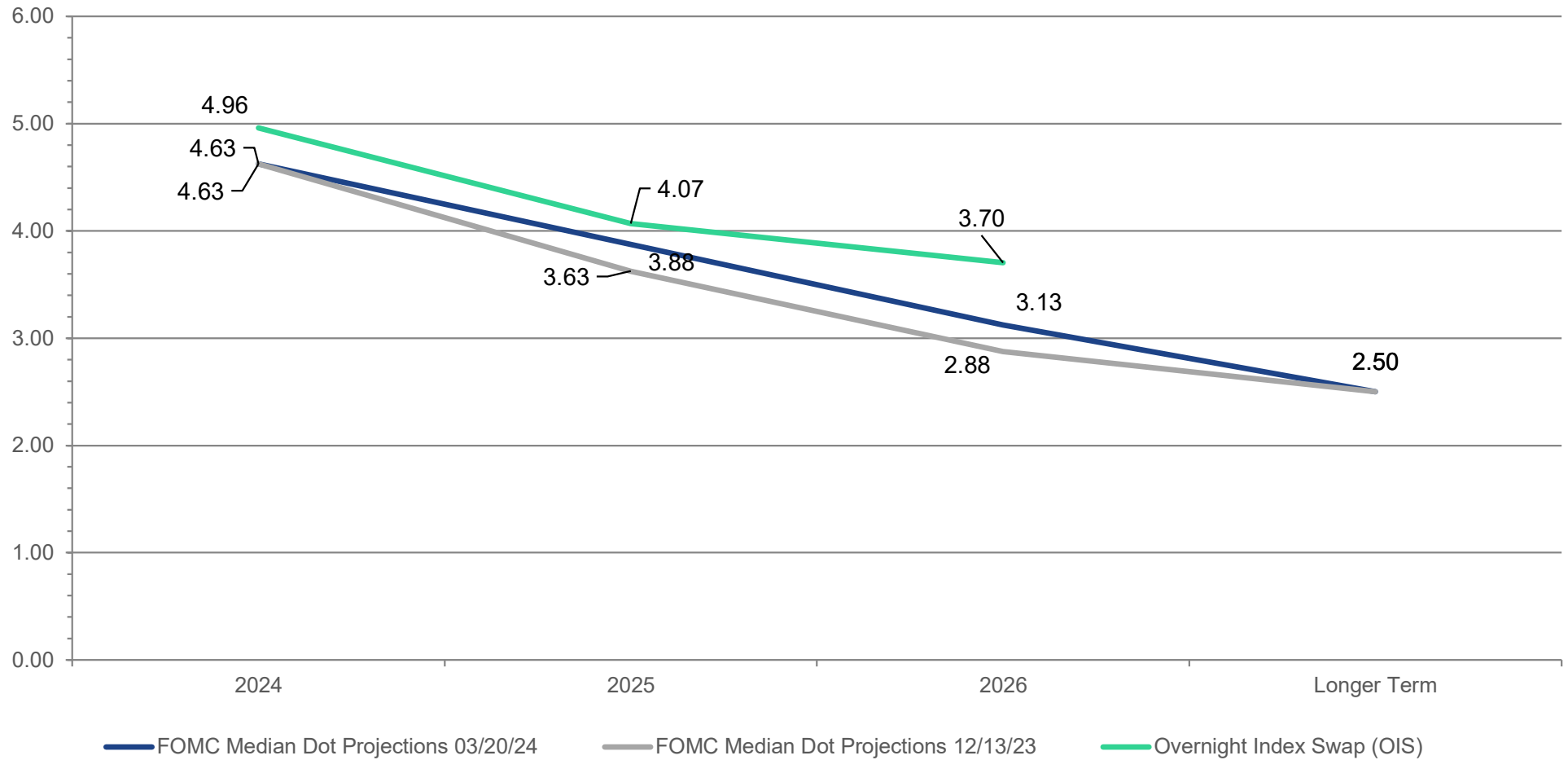


Source: Bloomberg, Bureau of Labor Statistics, PMA Asset Management as of 03/31/2024



Rate Cuts and Higher for Longer

Fed and Market Rate Expectations



Source: Bloomberg, PMA Asset Management as of 04/10/2024



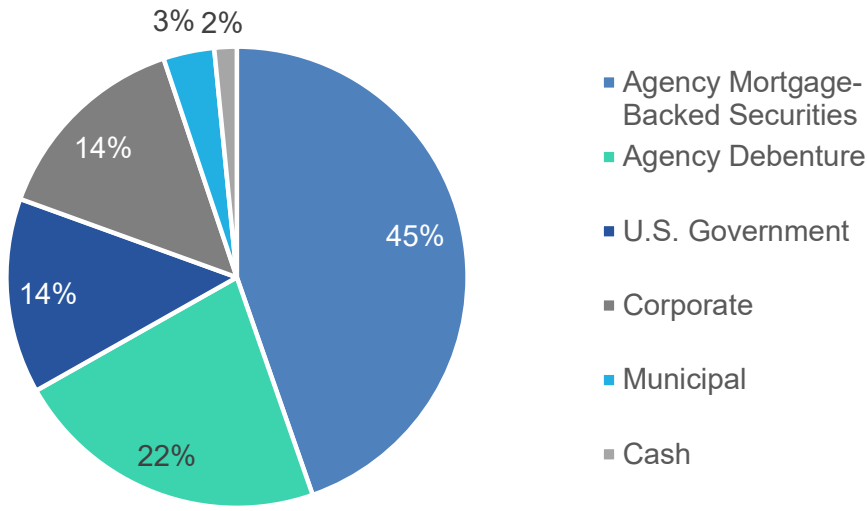
PMA Market Outlook

- ▶ The Fed's Next Move is Expected to be a Rate Cut
- ▶ Lagging Impacts of Tighter Monetary Policy Create Growth Headwinds
- ▶ Market Volatility Continues on Economic and Policy Uncertainty
- ▶ Domestic and International Geopolitical Risks in Focus
- ▶ Corporate Balance Sheets Supportive, Signs of Consumer Stress
- ▶ Outlook for Solid Returns Across Asset Classes in 2024

Portfolio Update: Operating Reserves



Operating Reserves



Goals / Objectives

- ▶ Strategically Diversify Across Sectors
- ▶ Maintain High Quality Assets
- ▶ Align Duration with Benchmark
- ▶ Actively Manage Portfolio to Meet Investment Goals

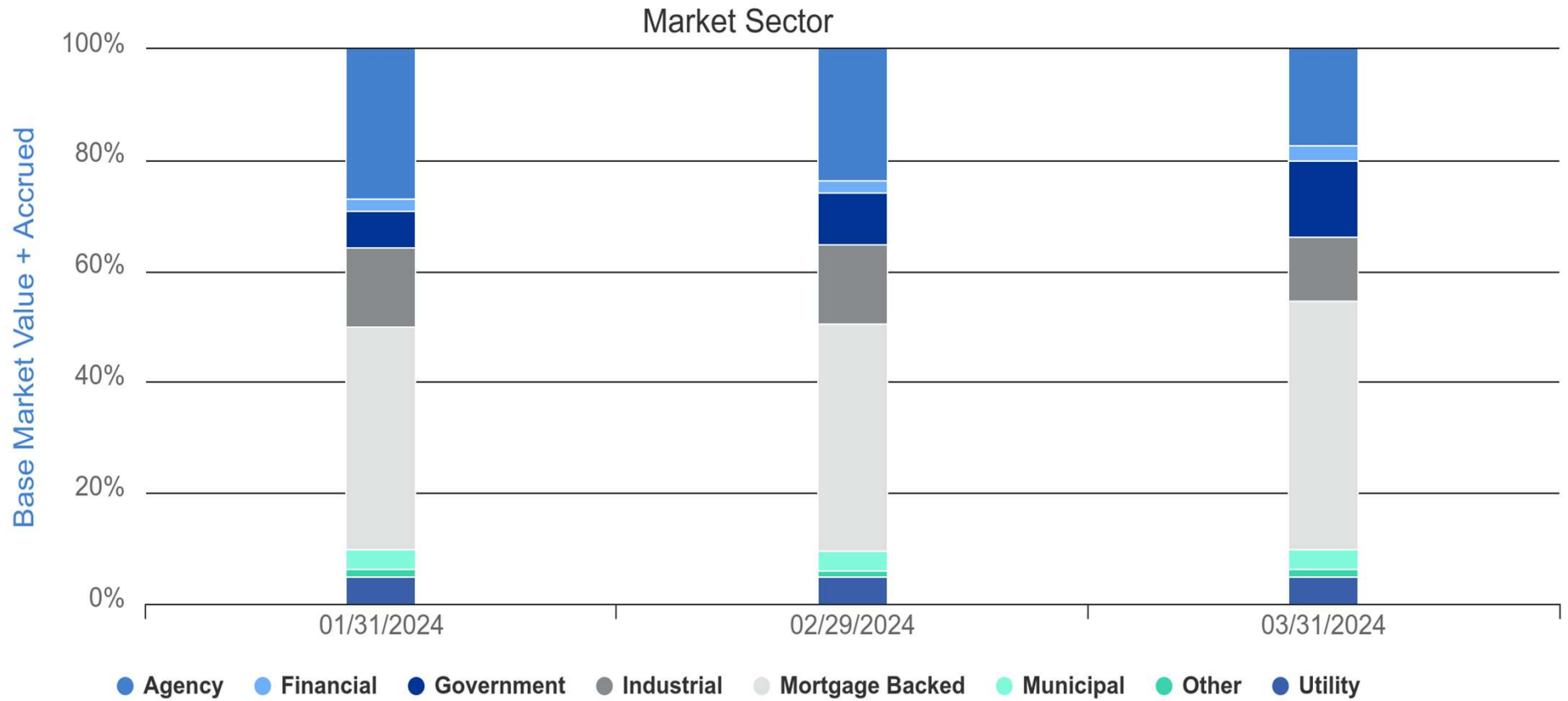
Sector Analysis				
Industry Group	Base Market Value + Accrued	% Base Market Value + Accrued	Market Yield %	Duration
Agency Mortgage-Backed Securities	14,544,281	44.7%	6.16	3.1
Agency Debenture	7,210,885	22.1%	5.40	0.7
U.S. Government	4,460,168	13.7%	4.41	3.9
Corporate	4,670,853	14.3%	4.91	2.2
Municipal	1,160,582	3.6%	5.47	0.9
Cash	514,838	1.6%	5.02	0.0

Portfolio Characteristics	Current Portfolio	Benchmark
Yield	5.51	4.53
Duration	2.4	2.7
Quality	AA+	AA+

Benchmark: Bloomberg 1-5 Year Government Index
 Source: Clearwater Analytics; As of: 3/31/24



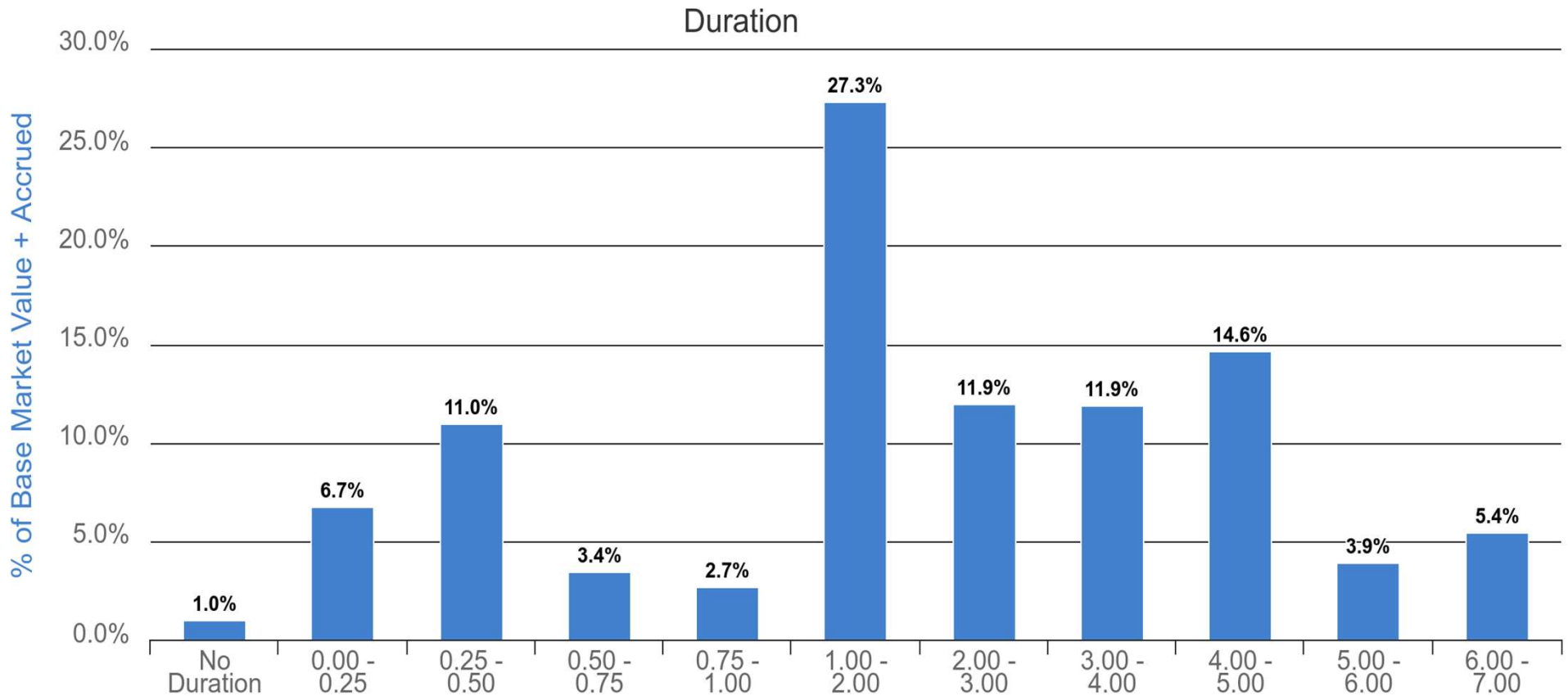
Operating Reserves: Evolving Allocation



Source: Clearwater Analytics; As of: 3/31/24



Operating Reserves: Diversified Maturities



Source: Clearwater Analytics; As of: 3/31/24



Operating Reserves: Gross and Net Return Analysis



	Month to Date	Year to Date	Trailing Year	Trailing 3 Years	Trailing 5 Years	Since Inception
Total Return, Net of Fees	0.39%	—	—	—	—	1.34%
Total Return, Gross of Fees	0.40%	—	—	—	—	1.37%
Benchmark Return	0.40%	—	—	—	—	(0.04%)

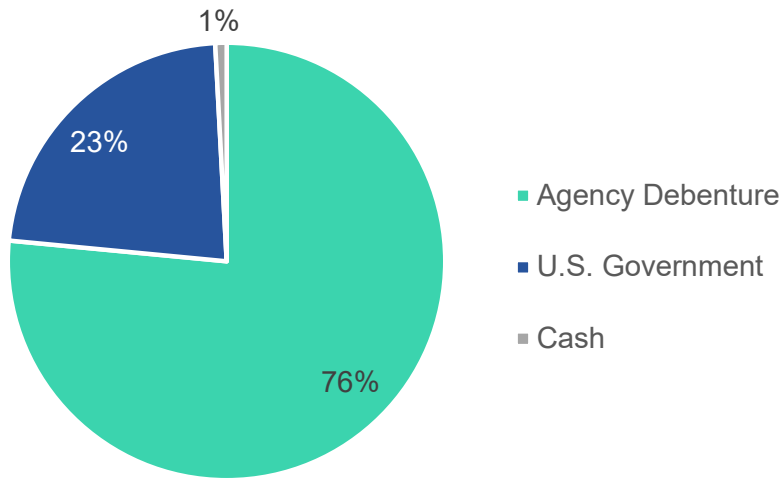
Source: Clearwater Analytics; As of: 3/31/24

Benchmark: Bloomberg 1-5 Year Government Index. Since Inception: January 1, 2024

Returns for periods greater than 1 year have been annualized. Past performance is no guarantee of future results.

Portfolio Update: ARPA

7-14



Sector Analysis				
Industry Group	Base Market Value + Accrued	% Base Market Value + Accrued	Market Yield %	Duration
U.S. Government	3,480,881	22.7%	5.11	0.9
Agency Debenture	11,755,050	76.5%	5.52	0.5
Cash	126,890	0.8%	5.02	0.0

Goals / Objectives

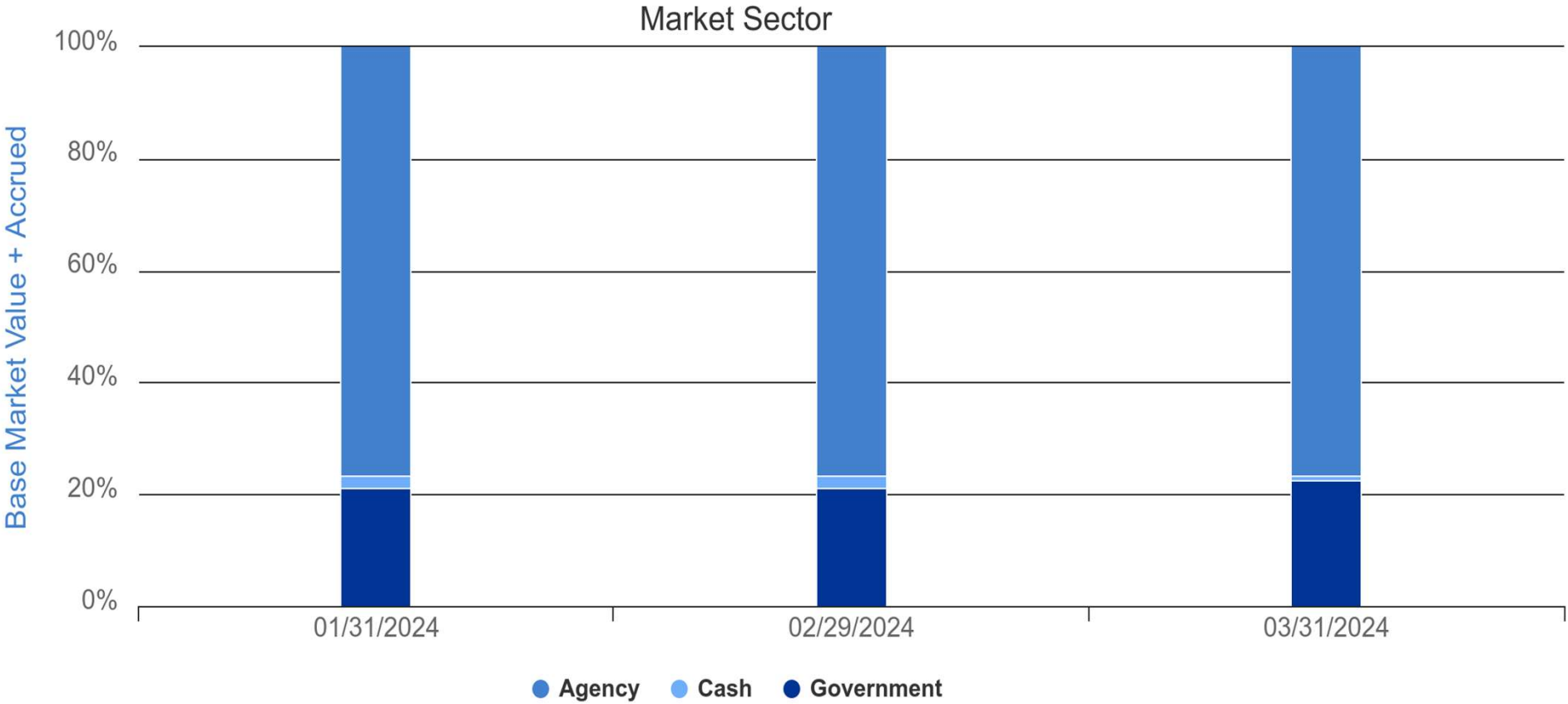
- ▶ Tailor Duration to Meet Cash Needs
- ▶ Maintain High Quality Assets
- ▶ Strategically Diversify Across Sectors
- ▶ Enhance Potential Returns

Portfolio Characteristics	Current Portfolio
Yield	5.43
Duration	0.6
Quality	AA+

Source: Clearwater Analytics; As of: 3/31/24



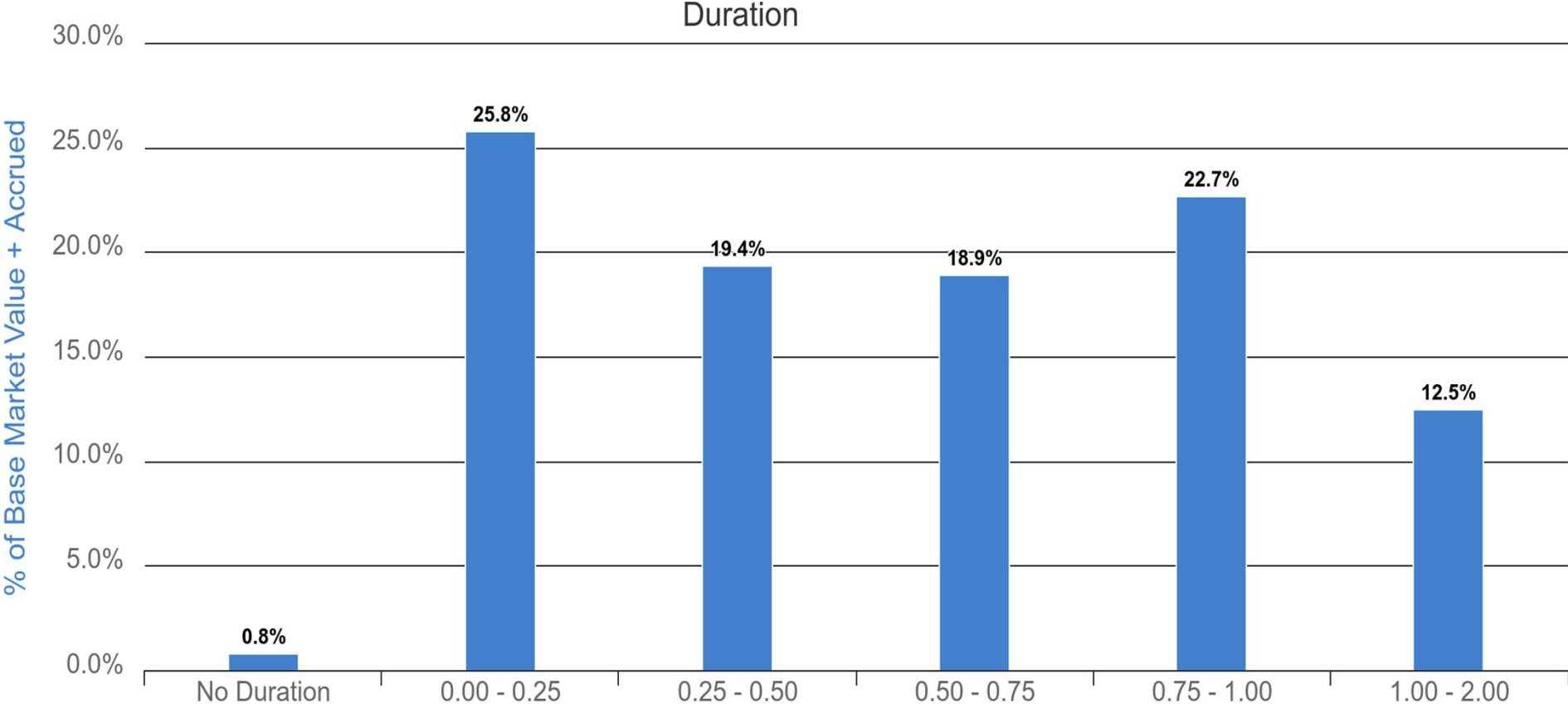
ARPA: Evolving Allocation



Source: Clearwater Analytics; As of: 3/31/24



ARPA: Diversified Maturities



Source: Clearwater Analytics; As of: 3/31/24



ARPA: Gross and Net Return Analysis



	Month to Date	Year to Date	Trailing Year	Trailing 3 Years	Trailing 5 Years	Since Inception
Total Return, Net of Fees	0.39%	—	—	—	—	0.94%
Total Return, Gross of Fees	0.40%	—	—	—	—	0.96%

Source: Clearwater Analytics; As of: 3/31/24

Since Inception: January 1, 2024

Returns for periods greater than 1 year have been annualized. Past performance is no guarantee of future results.



Financial Strategies for Peace of Mind

- Client Service Focus

- Disciplined Investment Philosophy

- History of Results

- Your Trusted Advisor



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Investment in securities involves risks, including the possible loss of the amount invested. In addition, past performance is no indication of future performance and the price or value of investments may fluctuate. Asset allocation does not assure or guarantee better performance and cannot eliminate the risk of investment losses. You should consider certain economic risks (and other legal, tax, and accounting consequences) prior to entering into any type of transaction with PMA Asset Management, LLC and its employees do not offer tax or legal advice. You should consult with your tax and/or legal advisors before making any tax or legal related investment decisions.

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2024 RACINE COUNTY INVESTMENT INCOME

MONTH	PMA ¹	PMA (ARPA)	LGIP	BMO HARRIS (net change)	TOTALS
JAN	\$ 122,870.41	\$ 94,147.50	\$ 48,153.08	\$ (355.82)	\$ 264,815.17
FEB	\$ 36,847.78	\$ 28,825.93	\$ 83,412.59	\$ 5,327.10	\$ 154,413.40
MAR	\$ 147,336.49	\$ 18,850.39	\$ 119,799.29	\$ 2,697.24	\$ 288,683.41
APR					-
MAY					-
JUN					-
JUL					-
AUG					-
SEP					-
OCT					-
NOV					-
DEC					-
2024 GT	307,054.68	141,823.82	251,364.96	7,668.52	707,911.98
1ST QTR	\$ 307,054.68	\$ 141,823.82	\$ 251,364.96	\$ 7,668.52	\$ 707,911.98
2nd QTR	-	-	-	-	-
3rd QTR	-	-	-	-	-
4th QTR	-	-	-	-	-

¹ Change in Market Value = Income + Realized Gain/Loss + Unrealized Gain/Loss - Admin Expenses

RACINE COUNTY FINANCE 1st QTR REPORT 2024

AVERAGE MONTHLY	PMA	PMA (ARPA)	LGIP	BMO HARRIS
1ST Q BEGIN BALANCE	\$ 32,428,748.57	\$ 15,280,083.22	\$ 16,094,006.61	\$ 379,740.57
1ST Q END BALANCE	32,610,311.59	\$ 15,308,909.15	\$ 26,218,834.70	\$ 374,413.47
AVERAGE BALANCE	32,500,678.42	\$ 15,373,926.81	15,320,973.06	22,881,564.35
INTEREST EARNED	307,054.68	\$ 141,823.82	251,364.96	7,668.52
ACTUAL YIELD	0.94%	0.92%	1.64%	0.03%
ESTIMATED ANNUAL YIELD**	3.78%	0.00%	6.56%	0.13%

Respectfully submitted,

Gwen Zimmer
 Racine County Finance Director

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

REQUEST FOR COUNTY BOARD ACTION

YEAR <u>2024</u>	<input checked="" type="checkbox"/>	Resolution Request Ordinance Request Report Request
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Requestor/Originator: Communications Director- Jackie Bratz

Person knowledgeable about the request who will appear and present before the Committee and County Board (2nd Reading) Jackie Bratz
 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 and Human Resources Committee

Date Considered by Committee: 5/8/2024 Date of County Board Meeting to be Introduced: 5/14/2024

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:

Creation of of 1 FTE Non Rep Exempt E080 Radio Communications System Administrator effective 6/29/2024 and transfer of \$59,728 within the Communications 2024 budget.

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

SUBJECT MATTER:

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

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

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	CURRENT BALANCE	TRANSFER	BUDGET AFTER TRANSFER	BALANCE AFTER TRANSFER
COMMUNICATIONS NON LAPSING						
EQUIP REPAIRS - BACK UP CENTER	13720000.419005	9,662	9,662	(9,662)	0	0
RADIO REPAIRS	13720000.419010	107,326	107,326	(50,066)	57,260	57,260
TOTAL SOURCES				(59,728)		
COMMUNICATIONS						
WAGES	13700000.401000	3,069,509	2,207,745	44,226	3,113,735	2,251,971
WORKER'S COMP	13700000.402210	32,750	22,496	443	33,193	22,939
SOCIAL SECURITY	13700000.402220	250,498	176,059	3,384	253,882	179,443
RETIREMENT	13700000.402230	235,786	165,788	3,052	238,838	168,840
DISABILITY INSURANCE	13700000.402240	30,574	21,999	443	31,017	22,442
GROUP INSURANCE	13700000.402260	755,250	535,859	7,125	762,375	542,984
LIFE INSURANCE	13700000.402270	7,080	4,374	95	7,175	4,469
LEGAL FEES & 65.90(6) FUND	13700000.436000	71,058	48,808	960	72,018	49,768
TOTAL USES				59,728		
				0		

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 will be effective June 29, 2024						
COMMUNICATIONS						
1.000	RADIO COMMUNICATIONS SYSTEM ADMINISTRATOR	E080	44,226	15,502		59,728
<u>1.000</u>	Total for Communications		<u>44,226</u>	<u>15,502</u>	<u>0</u>	<u>59,728</u>

This resolution authorizes the hire of a candidate above midpoint if approved by the County Executive and HR Director

April 30, 2024

To: Don Trottier, Chairman of Finance Committee

Re: Creation of Radio Communication System Administrator position

The current public safety radio system in Racine County is beyond the end of life, facing catastrophic failure. County Executive Delagrave prioritized the critical need for replacement and research promptly began in the Fall of 2022, assessing countywide needs with all law enforcement, fire/EMS, and contracting with Federal Engineering to conduct a comprehensive evaluation of the current system, countywide.

As we near vendor selection, and work toward implementation of a new countywide public safety communication system, it is imperative we add this 1 FTE Radio Communication Systems Administrator position to our team to provide ongoing support of our current system, ensure needs are being met, assist in project and vendor management, ensure compliance to industry standards, and maintain ongoing stakeholder collaboration. We are scheduled to select a radio vendor by the end of May 2024 and anticipate County Board consideration of the Public Safety Radio system project in June & July 2024.

We have worked closely with the Finance Department and Human Resources Department to create this necessary position and plan to post this as an E80 paygrade. The new radio system and this position will require a very specific skillset and may prove challenging to find a candidate suitable for our critical needs. This resolution establishes the budget to hire a candidate at midpoint salary and authorizes the hire of an exceptional candidate above midpoint with sufficient approval.

Respectfully,

Jackie R. Bratz
911 Director

Job Summary:

The Radio Communications Systems Administrator at Racine County is responsible for the effective management, operation, and maintenance of the county's radio communication systems and infrastructure. With a focus on UHF, VHF, and Project 25 (P25) technologies, this role is crucial for overseeing the transition and ongoing support of systems ensuring seamless interoperability among emergency management, law enforcement, and emergency medical services agencies. The administrator will manage vendor contracts, liaise with government officials, and ensure system compatibility and compliance with federal and state regulations. Key to this role is the ability to adapt to the evolving needs identified in Racine County's communication system upgrade plan, including the implementation of new technologies and infrastructure improvements.

Essential Duties:

Radio System Management: Oversee the operation and maintenance of UHF, VHF, and P25 radio communication systems. Ensure these systems meet the interoperability and performance standards required for public safety and county services.

Support and Configuration: Provide primary support for all Racine County radio infrastructure systems, including configuration, troubleshooting, and monitoring. This includes maintaining the integrity and reliability of communications across all platforms.

Infrastructure Oversight: Manage the maintenance and upgrade of the existing radio communication infrastructure (UHF, VHF, VHF digital system) as well as the development and integration of the new 700/800 MHz P25 Phase 2 trunking system for countywide coverage. Collaborate with internal and external stakeholders for the development and implementation of the existing and new systems.

Project and Vendor Management: Develop and monitor project budgets, negotiate contracts, and manage vendor relationships for equipment, services, and real estate. Ensure projects align with the strategic goals identified in the county's upgrade plan.

Compliance and Standards Adherence: Ensure all communication systems adhere to industry standards and regulatory compliance. Conduct technical analysis and recommend system enhancements to meet future needs and regulations.

Stakeholder Collaboration: Foster effective working relationships with government agencies, contractors, and other stakeholders to support and enhance public service radio communications within Racine County.

Supervision Received:

Reports directly to the Racine County Communications Director, receiving general supervision and working independently within established guidelines and procedures.

Qualifications:

Post-secondary education and/or experience in the following areas: Telecommunications, Electrical Engineering, Information Technology, or a related field is required. Advanced degrees/certifications or experience specific to radio communications or network management, such as Certified Wireless Network Expert (CWNE) or Project Management Professional (PMP), are preferred.

At least 5 years of hands-on experience in managing and maintaining radio communication systems, including UHF, VHF, and P25 technologies. Experience in public safety communications systems and working within or alongside emergency services is highly desirable.

Knowledge, Skills, & Abilities:

In-depth knowledge of radio/data telecommunications systems, including UHF, VHF, and P25 systems. Familiarity with the technical aspects of radio system design, spectrum management, and interoperability standards.

Skilled in integrating diverse communication technologies to achieve seamless interoperability among public safety agencies. Understanding of network infrastructure, including microwave links, and the ability to manage the transition to new technologies.

Ability to troubleshoot complex communication system issues, analyze system performance, and implement solutions that enhance reliability and coverage.

Strong project management skills, with the ability to lead projects from conception through to completion, ensuring they meet all technical requirements, budget constraints, and timelines.

Knowledge of federal and state regulations affecting radio communications, including FCC rules. Ability to ensure all communication systems are compliant with relevant laws and standards.

Excellent verbal and written communication skills, with the ability to effectively communicate technical information to non-technical stakeholders and work collaboratively with various government agencies, vendors, and team members.

Flexibility to adapt to evolving technology and operational needs of Racine County's radio communication infrastructure. Commitment to ongoing professional development in the rapidly changing field of telecommunications.

REQUEST FOR COUNTY BOARD ACTION

YEAR <u>2024</u>	<input checked="" type="checkbox"/>	Resolution Request Ordinance Request Report Request Information Only
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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) Budget Manager- Byron Dean
 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: 5/8/2024 Date of County Board Meeting to be Introduced: 5/14/2024

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 transfer of funds within the Human Services Department, Public Works and Development Services Department, and various departments in the General Fund to close the 2023 year.

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	TRANSFER	BUDGET AFTER TRANSFER	BALANCE AFTER TRANSFER
LAPSING						
SOURCE OF FUNDS SECTION						
GENERAL FUND						
BUILDING & FACILITIES MGT REVENUE CLEAN UP BUDGET ONLY	15100000.399999	(561,264)	13,238	(13,238)	(574,502)	-
CHILD SUPPORT DIVISION EXPENSE CLEAN UP BUDGET ONLY	13600000.499999	2,788,630	61,298	(61,298)	2,727,332	-
COMMUNICATIONS DEPARTMENT REVENUE CLEAN UP BUDGET ONLY	13700000.399999	(1,840,228)	1,149	(1,149)	(1,841,377)	-
CORPORATION COUNSEL REVENUE CLEAN UP BUDGET ONLY	14100000.399999	-	50,658	(50,658)	(50,658)	-
COUNTY BOARD EXPENSE CLEAN UP BUDGET ONLY	11100000.499999	314,425	32,241	(32,241)	282,184	-
COUNTY CLERK REVENUE CLEAN UP BUDGET ONLY	11300000.399999	(78,750)	7,330	(7,330)	(86,080)	-
COUNTY CLERK EXPENSE CLEAN UP BUDGET ONLY	11300000.499999	308,601	8,066	(8,066)	300,535	-
COUNTY EXECUTIVE REVENUE CLEAN UP BUDGET ONLY	11200000.399999	-	63,345	(63,345)	(63,345)	-
DATA & PERFORMANCE ANALYTICS EXPENSE CLEAN UP BUDGET ONLY	11700000.499999	468,154	93,140	(93,140)	375,014	-
DISTRICT ATTORNEY'S OFFICE EXPENSE CLEAN UP BUDGET ONLY	11500000.499999	2,078,915	264,584	(264,584)	1,814,331	-
EMERGENCY MANAGEMENT OFFICE REVENUE CLEAN UP BUDGET ONLY	15300000.399999	(133,388)	5,405	(5,405)	(138,793)	-
EMERGENCY MANAGEMENT OFFICE EXPENSE CLEAN UP BUDGET ONLY	15300000.499999	248,096	36,608	(36,608)	211,488	-
EMPLOYEE ACTIVITY REVENUE CLEAN UP BUDGET ONLY	13300000.399999	-	11,786	(11,786)	(11,786)	-
FINANCE DEPARTMENT REVENUE CLEAN UP BUDGET ONLY	13500000.399999	(189,525)	29,876	(29,876)	(219,401)	-
FINANCE DEPARTMENT EXPENSE CLEAN UP BUDGET ONLY	13500000.499999	1,422,739	77,427	(77,427)	1,345,312	-
HUMAN RESOURCES DEPARTMENT EXPENSE CLEAN UP BUDGET ONLY	12100000.499999	695,995	62,341	(62,341)	633,654	-
INFORMATION TECHNOLOGY DEPT EXPENSE CLEAN UP BUDGET ONLY	14000000.499999	1,527,716	334,428	(334,428)	1,193,288	-
INSURANCE PROGRAMS REVENUE CLEAN UP BUDGET ONLY	12205000.399999	(305,000)	664,688	(664,688)	(969,688)	-
MEDICAL EXAMINERS REVENUE CLEAN UP BUDGET ONLY	15700000.399999	(270,000)	65,278	(65,278)	(335,278)	-
MISCELLANEOUS BAD DEBT EXPENSE CLEAN UP BUDGET ONLY	13400000.499999	300,000	161,097	(161,097)	138,903	-
POST CLOSURE EXP REVENUE CLEAN UP BUDGET ONLY	16000000.399999	-	10,000	(10,000)	(10,000)	-
REGISTER OF DEEDS LAND DESCRIP EXPENSE CLEAN UP BUDGET ONLY	12000000.499999	481,785	1,867	(1,867)	479,918	-
REGISTER OF DEEDS LAND DESCRIP REVENUE CLEAN UP BUDGET ONLY	12000000.399999	(1,000)	2,244	(2,244)	(3,244)	-
REVENUES NON DEPARTMENT EXPENSE CLEAN UP BUDGET ONLY	11000000.499999	125,000	68,588	(68,588)	56,412	-
REVENUES NON DEPARTMENT REVENUE CLEAN UP BUDGET ONLY	11000000.399999	(59,895,740)	5,396,804	(5,396,804)	(65,292,544)	-
UW EXTENSION EXPENSE CLEAN UP BUDGET ONLY	15000000.499999	299,240	78,262	(78,262)	220,978	-
VETERANS SERVICE OFFICE REVENUE CLEAN UP BUDGET ONLY	15500000.399999	(13,000)	1,300	(1,300)	(14,300)	-
GENERAL FUND CONTINGENT ACCOUNTS	15900000.515500	(684,797)	3,920,402	(1,587,974)	(2,272,771)	2,332,428
TOTAL SOURCES GENERAL FUND				(9,191,022)		
HUMAN SERVICES						
Y&F DD COMM LIVING/SUPP SERVIC	4201300.399999	(3,003,843)	1,940,341	(1,940,341)	(4,944,184)	0
Y&F AN COMM RESIDENTIAL SERVIC	4206700.399999	(2,047,497)	319,506	(319,506)	(2,367,003)	0
RC FOSTER HOME	4207300.499999	646,995	146,330	(146,330)	500,665	0
W&S COMM LIVING/SUPP SERVICES	4309300.499999	7,083,078	86,593	(86,593)	6,996,485	0
COFFEE SHOP	4311600.499999	10,000	8,682	(8,682)	1,318	0
ADMINISTRAT AGENCY MANAGEMENT	4410990.499999	2,488,108	6,439,254	(6,439,254)	(3,951,146)	0
ADMIN JUV RESTITUTION	4450990.399999	0	940	(940)	(940)	0
HEALTH						
A&D MH COMM PREV/ACCESS/OUTREA	5102200.399999	0	19,841	(19,841)	(19,841)	0
A&D MH COUNSEL/THERAP RESOURCE	5102507.499999	1,558,142	519,080	(519,080)	1,039,062	0
A&D MH COMMUNITY SUPPORT PROGR	5102509.499999	890,920	43,227	(43,227)	847,693	0
A&D MH CASE MANAGEMENT	5102604.399999	(73,313)	9,324	(9,324)	(82,637)	0
A&D MH AGENCY MANAGEMENT	5102990.499999	1,166,935	1,100,768	(1,100,768)	66,167	0
A&D MH AGENCY MANAGEMENT	5102990.399999	(7,488,188)	740,214	(740,214)	(8,228,402)	0
A&D AODA COM PREV/ACCESS/OUTRE	5103200.399999	(56,852)	5,794	(5,794)	(62,646)	0
A&D AODA COUNSEL/THERAP RESOUR	5103507.399999	(317,905)	146,801	(146,801)	(464,706)	0
A&D AODA CASE MANAGEMENT	5103604.399999	(169,906)	90,258	(90,258)	(260,164)	0
A&D ABUSERS/COMM RESIDENTIAL	5103700.399999	0	1,499	(1,499)	(1,499)	0
A&D EL SUPPORTIVE HOME CARE	5108104.399999	(86,069)	5,147	(5,147)	(91,216)	0
A&D EL SPEC TRANSPORTATION	5108107.499999	702,486	5,044	(5,044)	697,442	0
A&D EL COMM PREV/ACCESS/OUTREA	5108200.399999	(2,546,540)	18,898	(18,898)	(2,565,438)	0
A&D EL COMM LIVING/SUPP SERVIC	5108300.499999	857,515	114,056	(114,056)	743,459	0
A&D EL CONGREGATE MEALS	5108401.499999	376,897	173,722	(173,722)	203,175	0
A&D EL CONGREGATE MEALS	5108401.399999	(403,136)	86,112	(86,112)	(489,248)	0
ADULT PROTECTIVE SERVICES	5108604.399999	0	33,245	(33,245)	(33,245)	0
THC ALTERNATIVE SOLUTION CLASS	5111609.499999	8,400	6,019	(6,019)	2,381	0
THC ALTERNATIVE SOLUTION CLASS	5111609.399999	(8,400)	3,150	(3,150)	(11,550)	0
ADMINISTRAT AGENCY MANAGEMENT	5410990.499999	1,599,497	1,108,861	(1,108,861)	490,636	0
ADMINISTRAT AGENCY MANAGEMENT	5410990.399999	0	1	(1)	(1)	0
PUBLIC HEALTH						
PUBLIC HEALTH OPERATIONS	4421720.499999	3,743,667	2,225,805	(2,225,805)	1,517,862	0
TOTAL SOURCES HUMAN SERVICES				(15,398,511)		
PUBLIC WORKS DEVELOPMENT SERVICES (PWDS)						
HIGHWAY BILLABLE						
CORD MAINTNEANCE EXPENSE CLEAN UP	6606440.499999	10,373,857	223,031	(248,938)	10,124,919	(25,907)

EXHIBIT "A"

Fiscal Year: **2023**

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	CURRENT BALANCE	TRANSFER	BUDGET AFTER TRANSFER	BALANCE AFTER TRANSFER
HIGHWAY FRINGE						
HIGHWAY FRINGE EXPENSE CLEAN UP	660210.499999	2,649,116	8,155	(8,155)	2,640,961	0
HIGHWAY FLEET						
HIGHWAY MACHINERY REVENUE CLEAN UP	660240.399999	(4,493,942)	891,288	(891,288)	(5,385,230)	0
PURCH OF SERV BUDGET ONLY	660240.499999	4,494,942	143,933	(143,933)	4,351,009	0
TOTAL SOURCES PWDS				(1,292,314)		
TOTAL SOURCES COUNTY				(25,881,847)		
USES OF FUNDS SECTION						
GENERAL FUND						
BUILDING & FACILITIES MGT EXPENSE CLEAN UP BUDGET ONLY	15100000.499999	2,208,530	(63,449)	63,449	2,271,979	-
CHILD SUPPORT DIVISION REVENUE CLEAN UP BUDGET ONLY	13600000.399999	(2,639,232)	(41,078)	41,078	(2,598,154)	-
CLERK OF COURTS REVENUE CLEAN UP BUDGET ONLY	11600000.399999	(4,977,384)	(617,542)	617,542	(4,359,842)	-
CLERK OF COURTS EXPENSE CLEAN UP BUDGET ONLY	11600000.499999	4,827,282	(527,612)	527,612	5,354,894	-
COMMUNICATIONS DEPARTMENT EXPENSE CLEAN UP BUDGET ONLY	13700000.499999	4,757,972	(23,142)	23,142	4,781,114	-
CORPORATION COUNSEL EXPENSE CLEAN UP BUDGET ONLY	14100000.499999	757,981	(3,905)	3,905	761,886	-
COUNTY EXECUTIVE EXPENSE CLEAN UP BUDGET ONLY	11200000.499999	360,886	(83,877)	83,877	444,763	-
COUNTY TREASURER REVENUE CLEAN UP BUDGET ONLY	11400000.399999	(1,500)	(20,245)	20,245	18,745	-
COUNTY TREASURER EXPENSE CLEAN UP BUDGET ONLY	11400000.499999	348,972	(2,327)	2,327	351,299	-
DATA & PERFORMANCE ANALYTICS REVENUE CLEAN UP BUDGET ONLY	11700000.399999	(93,665)	(93,665)	93,665	-	-
DISTRICT ATTORNEY'S OFFICE REVENUE CLEAN UP BUDGET ONLY	11500000.399999	(473,754)	(39,691)	39,691	(434,063)	-
DIVERSITY EXPENSE CLEAN UP BUDGET ONLY	13200000.499999	98,247	(1,504)	1,504	99,751	-
EMPLOYEE ACTIVITY EXPENSE CLEAN UP BUDGET ONLY	13300000.499999	-	(6,149)	6,149	6,149	-
INFORMATION TECHNOLOGY DEPT REVENUE CLEAN UP BUDGET ONLY	14000000.399999	(50,000)	(36,455)	36,455	(13,545)	-
INSURANCE PROGRAMS EXPENSE CLEAN UP BUDGET ONLY	12205000.499999	-	(876,927)	876,927	876,927	-
MEDICAL EXAMINERS EXPENSE CLEAN UP BUDGET ONLY	15700000.499999	338,757	(130,996)	130,996	469,753	-
POST CLOSURE EXP EXPENSE CLEAN UP BUDGET ONLY	16000000.499999	-	(572,564)	572,564	572,564	-
PRITCHARD SPORTS COMPLEX EXPENSE CLEAN UP BUDGET ONLY	55101000.499999	340,316	(306,379)	306,379	646,695	-
PRITCHARD SPORTS COMPLEX REVENUE CLEAN UP BUDGET ONLY	55101000.399999	(340,316)	(12,886)	12,886	(327,430)	-
PUBLIC WORKS & DEVELOP SERVICE REVENUE CLEAN UP BUDGET ONLY	1602000.399999	(1,405,614)	(31,943)	31,943	(1,373,671)	-
PUBLIC WORKS & DEVELOP SERVICE EXPENSE CLEAN UP BUDGET ONLY	160200.499999	2,875,327	(16,290)	16,290	2,891,617	-
SHERIFF'S OFFICE EXPENSE CLEAN UP BUDGET ONLY	11800000.499999	37,583,842	(3,533,395)	3,533,395	41,117,237	-
SHERIFF'S OFFICE REVENUE CLEAN UP BUDGET ONLY	11800000.399999	(6,333,835)	(2,137,439)	2,137,439	(4,196,396)	-
UW EXTENSION REVENUE CLEAN UP BUDGET ONLY	15000000.399999	(9,100)	(7,030)	7,030	(2,070)	-
VETERANS SERVICE OFFICE EXPENSE CLEAN UP BUDGET ONLY	15500000.499999	274,999	(4,532)	4,532	279,531	-
TOTAL USES GENERAL FUND				9,191,022		
HUMAN SERVICES DEPARTMENT						
HUMAN SERVICES						
Y&F DD COMM LIVING/SUPP SERVIC	4201300.499999	3,731,222	(2,006,543)	2,006,543	5,737,765	0
Y&F DS COMM PREV/ACCESS/OUTREA	4205200.499999	5,957,005	(1,100,377)	1,100,377	7,057,382	0
Y&F DS COMM PREV/ACCESS/OUTREA	4205200.399999	(6,339,678)	(318,960)	318,960	(6,020,718)	0
Y&F AN COMM RESIDENTIAL SERVIC	4206700.499999	9,794,418	(267,016)	267,016	10,061,434	0
RC FOSTER HOME	4207300.399999	(5,681,641)	(233,630)	233,630	(5,448,011)	0
W&S COMM LIVING/SUPP SERVICES	4309300.399999	(5,462,289)	(979,122)	979,122	(4,483,167)	0
COFFEE SHOP	4311600.399999	(7,828)	(7,203)	7,203	(625)	0
ADMINISTRAT AGENCY MANAGEMENT	4410990.399999	(603,602)	(424,570)	424,570	(179,032)	0
ADMIN JUV RESTITUTION	4450990.499999	0	(940)	940	940	0
HSD CONTINGENCY ACCOUNT	44109901.515500	3,571,486	5,321,486	632,254	4,203,740	5,953,740
HEALTH						
A&D DD COMM LIVING/SUPP SERVIC	5101300.499999	0	(1,382,767)	1,382,767	1,382,767	0
A&D MH COMM PREV/ACCESS/OUTREA	5102200.499999	0	(19,841)	19,841	19,841	0
A&D MH CRISIS INTERVENTION	5102501.499999	4,111,811	(389,744)	389,744	4,501,555	0
A&D MH CRISIS INTERVENTION	5102501.399999	(1,769,057)	(387,649)	387,649	(1,381,408)	0
A&D MH COUNSEL/THERAP RESOURCE	5102507.399999	(354,146)	(158,214)	158,214	(195,932)	0
A&D MH COMMUNITY SUPPORT PROGR	5102509.399999	(554,161)	(158,664)	158,664	(395,497)	0
A&D MH COMPREHENS COMM SERVICE	5102510.499999	3,593,483	(601,247)	601,247	4,194,730	0
A&D MH COMPREHENS COMM SERVICE	5102510.399999	(3,800,286)	(515,704)	515,704	(3,284,582)	0
A&D MH CASE MANAGEMENT	5102604.499999	670,278	(175,096)	175,096	845,374	0
SEX OFFENDER PLACEMENT	5102610.499999	12,090	(8,428)	8,428	20,518	0
A&D MH COMMUN RESIDENT SERVICE	5102700.499999	1,549,845	(831,268)	831,268	2,381,113	0
A&D MH INPATIENT AND INSTITUT	5102900.499999	1,509,378	(1,122,859)	1,122,859	2,632,237	0
A&D AODA COM PREV/ACCESS/OUTRE	5103200.499999	156,253	(6,427)	6,427	162,680	0
INTOX DRIVER PROGRAM	5103300.499999	0	(73)	73	73	0
A&D AODA COUNSEL/THERAP RESOUR	5103507.499999	792,016	(465,695)	465,695	1,257,711	0
A&D AODA CASE MANAGEMENT	5103604.499999	126,755	(140,325)	140,325	267,080	0
A&D ABUSERS/COMM RESIDENTIAL	5103700.499999	0	(1,499)	1,499	1,499	0
A&D EL SUPPORTIVE HOME CARE	5108104.499999	46,000	(16,848)	16,848	62,848	0
A&D EL SPEC TRANSPORTATION	5108107.399999	(594,636)	(18,130)	18,130	(576,506)	0
A&D EL COMM PREV/ACCESS/OUTREA	5108200.499999	2,449,237	(221,642)	221,642	2,670,879	0
A&D EL COMM LIVING/SUPP SERVIC	5108300.399999	(1,169,374)	(385,864)	385,864	(783,510)	0

EXHIBIT "A"

Fiscal Year: **2023**

ACCOUNT NAME	ACCOUNT NUMBER	CURRENT BUDGET	CURRENT BALANCE	TRANSFER	BUDGET AFTER TRANSFER	BALANCE AFTER TRANSFER
A&D EL HOME DELIVERED MEALS	5108402.499999	774,252	(147,750)	147,750	922,002	0
A&D EL HOME DELIVERED MEALS	5108402.399999	(560,742)	(9,170)	9,170	(551,572)	0
ADULT PROTECTIVE SERVICES	5108604.499999	0	(37,186)	37,186	37,186	
PUBLIC HEALTH						
PUBLIC HEALTH OPERATIONS	4421720.399999	(646,858)	(178,185)	178,185	(468,673)	0
PUBLIC HEALTH GRANTS	4421725.499999	471,013	(1,772,396)	1,772,396	2,243,409	0
PUBLIC HEALTH GRANTS	4421725.399999	(2,251,326)	(177,355)	177,355	(2,073,971)	0
PH CONTINGENCY ACCOUNT	44217201.515500	697,752	697,752	97,868	795,620	795,620
TOTAL USES HUMAN SERVICES				15,398,511		
PUBLIC WORKS DEVELOPMENT SERVICES (PWDS)						
HIGHWAY BILLABLE						
CORD MAINTENEANCE REVENUE CLEAN UP	6606440.399999	(10,377,183)	(219,545)	219,545	(10,157,638)	0
HIGHWAY FRINGE						
HIGHWAY FRINGE REVENUE CLEAN UP	660210.399999	(2,649,116)	(246,610)	246,610	(2,402,506)	0
COUNTY HIGHWAY						
COUNTY TRUNK ROADS REVENUE CLEAN UP	460444.399999	(3,047,531)	(392,133)	392,133	(2,655,398)	(0)
COUNTY TRUNK ROADS EXPENSE CLEAN UP	460444.499999	4,457,251	(434,026)	434,026	4,891,277	0
TOTAL USES PWDS				1,292,314		
TOTAL USES COUNTY				25,881,847		
TOTAL SOURCES LESS USES (SHOULD NET 0)				0		

To: Don Trottier, Chairman, Finance and Human Resources Committee
From: Gwen Zimmer, Finance Director
Subject: Year End Budget Cleanup
Date: May 8, 2024

According to Racine County's Code of Ordinance Sec. 2-130, board approval is necessary for more than two (2) transfers to any budget account. As part of the Finance Department's year-end procedures, all lapsing budget account balances undergo evaluation by department and are subsequently "closed out" to contingent funds.

In 2023, a total of (\$857,852) was required from contingent funds to finalize the 2023 budget year. The most significant negative budget variances occurred within the Sheriff and Clerk of Courts Offices. The Sheriff's Office experienced a variance due to escalating jail medical and overtime costs, coupled with reduced revenue from jail bed, telephone, and Huber fees. Similarly, the Clerk of Court's Office encountered a variance due to increased attorney fees and a decline in State revenue.

These negative variances were somewhat mitigated by a positive budget variance in the County's non-allocated revenue accounts. Specifically, the County observed an uptick in return on investments, along with heightened interest and fees collected on property taxes.

Sincerely,

Gwen Zimmer
Finance Director

REQUEST FOR COUNTY BOARD ACTION

YEAR <u>2024</u>	<input checked="" type="checkbox"/>	Resolution Request Ordinance Request Report Request
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Requestor/Originator: Human Services Department - Hope Otto

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

Does the County Executive know of this request: Yes

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

Does this request propose the expenditure, receipt or transfer of any funds? N/A
 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: 5/8/2024 Date of County Board Meeting to be Introduced: 5/14/2024

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 payment of recruitment and retention bonuses for Mental Health Therapist positions within Behavioral Health Services and Youth Development Center and use of sufficient ARPA funds within the 2024 budget.

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

SUBJECT MATTER:

The attached memo describes in detail the nature of resolution /ordinance /report and any specific facts which you want included in resolution/ordinance/report must be attached.

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

Any request which requires the expenditure or transfer of funds must be accompanied by a fiscal note that shows the specific amount being transferred and the account number from which these funds will be taken and to which they will be transferred.

THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.

Retention bonuses will be given to 11 Mental Health Counselor positions, 8 within the Behavioral Health Division and 3 within the Youth Development Center in the amount of \$7,500 per position. The total cost will be \$82,500 using 2023 unused ARPA funds.

FINANCE COMMITTEE RECOMMENDATION

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

REASONS

FOR	AGAINST

April 12, 2024

TO: Chairman, Finance Committee

FROM: Hope Otto
Human Services Director

RE: Mental Health Therapist Recruitment and Retention Bonus

This resolution is in response to the ongoing recruitment and retention challenges that the mental health profession is experiencing at the local, state, and national level. The high prevalence and continued rise of youth and adults with mental health and substance abuse, coupled with the scarcity of licensed qualified professionals, has created enormous hardships for behavioral health providers. Government agencies are even more limited with minimal ability to adjust wages to compete with private sector demands.

Racine County's wages for these positions are comparable to surrounding counties. In this comparison, we discovered that many counties have implemented a sign-on/retention bonus for recruitment and retention of employees. Counties are experiencing similar difficulties competing with private sector wages and have found the sign-on bonus to be beneficial. Milwaukee County currently provides a \$7,500 sign on bonus for mental health therapists.

In response to the current hiring crisis, I am proposing a time-limited solution which includes a \$7,500 recruitment and retention bonus for newly posted positions and those currently holding these critically in demand roles. For current employees, the retention bonus of \$7,500 would be provided following one year of employment. New employees would be provided with a \$2,500 sign-on bonus and the remaining \$5,000 following one year of employment. There are a total of 11 positions, 3 within the Youth Development Center and 8 within the Behavioral Health Division. I am suggesting the use of underspent ARPA funds from 2023 to fund these bonus payments.

Sincerely,

Hope Otto, Director
Racine County Human Services Department

REQUEST FOR COUNTY BOARD ACTION

YEAR	<u>2024</u>	<input checked="" type="checkbox"/>	Resolution Request
		<input type="checkbox"/>	Ordinance Request
		<input type="checkbox"/>	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

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 and Human Resources Committee

Date Considered by Committee: 5/8/2024 Date of County Board Meeting to be Introduced: 5/14/2024

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 Racine County to act as the lead public agency for the procurement of Fleet Maintenance and services and to enter into a master intergovernmental cooperative purchasing agreement with Omnia Partners Public Sector.

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.

Funds received from OMNIA Partners will be placed into account
13500000.311045 Finance - Coop Purch Fees

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: Cooperative purchasing agreement with Omnia Partners

Date: May 8, 2024

Through resolution 2019-42, Racine County entered into an intergovernmental cooperative purchasing agreement with Omnia Partners in 2019. The Finance Department was given the authority to act as lead public agency for the procurement of roofing supplies and HVAC materials and services to earn a rebate of 2.5% of Omnia Partner's administrative fees to help offset costs incurred in connected with managing the master agreement nationally.

This partnership has been very fruitful with our most recent rebate nearly \$216,000. Omnia Partners have invited us to serve in this capacity for public procurement of fleet car maintenance supplies, materials, and services. Please accept this request to authorize the Finance Department to enter into this cooperative purchasing agreement with the same rebate terms.

Sincerely,

Gwen Zimmer
Finance Director

**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE
EXHIBIT A-3
FLEET MAINTENANCE AND
RELATED PRODUCTS AND
SERVICES**

Racine County, Wisconsin, in its capacity as a Principal Procurement Agency (“**PPA**”) for OMNIA Partners, Public Sector, Inc., a Delaware corporation (“**OMNIA Partners**”), agrees to pursue a Master Agreement for Fleet Maintenance and Related Products and Services. This Master Agreement will be pursued in accordance with the PPA’s statutory requirements, the project timeline and anticipated award date agreed to in the Timeline attached to this Exhibit A-3 and incorporated by this reference.

This Exhibit A-3 shall terminate in the event the Master Agreement solicitation is canceled, is not awarded, or is not awarded within eighteen (18) months of the date of the last signature indicated below.

RACINE COUNTY, WISCONSIN

**OMNIA PARTNERS, PUBLIC
SECTOR, INC.**

Authorized Signature

Name

Title

Date

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector
Contracting

Title

Date

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

**Exhibit A-3
FLEET MAINTENANCE AND
RELATED PRODUCTS AND
SERVICES**

2024

JANUARY	FEBRUARY
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29
MARCH	APRIL
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MAY	JUNE
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JULY	AUGUST
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SEPTEMBER	OCTOBER
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31
NOVEMBER	DECEMBER
S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30	S M T W T F S 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

Title	Fleet Maintenance and Related Products and Services		
Contracting Officer	Duane McKinney, Purchasing Manager	Phone	(262) 636-3700
IFB #	TBD		
Event	Time required	Completion Date	
Decision to Proceed with IFB with OMNIA Partners. Conversations with key potential suppliers	2 Weeks	3/14/2024	
Development of IFB with Internal Users and OMNIA Partners	30-45 days	3/14/2024	
Submission of IFB Template and/or Terms and Conditions for OMNIA Partners Review	5 days	4/15/2024	
Proposal Development Conference, if needed	1 day	4/16/2024	
Draft Completed	2 weeks	4/29/2024	
Draft review with OMNIA Partners	7-10 days	5/13/2024	
Final IFB Prepared	2-5 days	5/22/2024	
OMNIA Partners Final Review Prior to Posting	2-3 days	5/29/2024	
Anticipated Release Date	1 day	6/3/2024	
Post IFB	1 day	6/3/2024	
Send to OMNIA Partners for posting on Website	1 day	6/3/2024	
Pre-Proposal Conference	2 weeks from issuance	6/18/2024	
Minutes and Addendums post Pre-Proposal	1 week from pre-proposal	6/25/2024	
IFB Due	30-45 days from issuance	7/17/2024	
Evaluation of IFBs received	2-4 weeks post due date	7/17/2024	
Interviews and BAFO's	2-4 weeks post due date	N/A	
Execution of OMNIA Partners Admin Agreement	Executed concurrently with PPA contract	8/01/2024	
Council or Board Approval Date		8/27/2024	
Anticipated Award Date	2-6 months from issuance	9/1/2024	
Score sheets and all documentation sent to OMNIA Partners to ensure complete posting of all documents from the IFB process and award	Immediately post award	9/1/2024	
Meeting with OMNIA Partners and Awarded Supplier to plan 90-day implementation plan submitted in	Within first two weeks post award	9/16/2024	
Anticipated Official Roll Out Date	Within one month post award	10/01/2024	

BID FORM		
Item No.	Description	Price (per item)
	<u>Brakes</u>	
1	Brake Pads (per axel including labor)	
2	Resurface Rotors (per axle)	
3	Rotors (each)	
	<u>Oil</u>	
4	Conventional Oil Change (up to 6 quarts)	
5	<i>Additional per quart</i>	
6	Synthetic Blend Oil Change (up to 6 quarts)	
7	<i>Additional per quart</i>	
8	Synthetic Oil Change (up to 6 quarts)	
9	<i>Additional per quart</i>	
10	Conventional Diesel Oil Change (upto 8 quarts)	
11	<i>Additional per quart</i>	
12	Synthetic Diesel Oil Change (up to 8 quarts)	
	<u>Tires (economy pricing)</u>	
13	New Tire Installation (include mount, balance rubber stem or tire pressure monitoring sensor rebuild rebuild kit)	
14	Tire Repair	
15	Rotate Tires	
16	Tire Balance (per tire)	
	<u>Other</u>	
17	Wheel Alignmnet	
18	Wiper Blades Installed	
19	Battery Test	
20	Standard Battery Installed	
21	A/C System Leak Test	
Total Base Bid (Sum of Item 1 through Item 21):		\$0.00
	<u>Additional Items</u>	
22	Battery Installed (AGM)	
23	A/C Evacuation & Recharge (plus freon)	
24	Electric Vehicle Package (including but not limited to: inspection, tire rotation, and washer fluid top off)	
25	Other Products and Services provided by Offeror	

REQUEST FOR COUNTY BOARD ACTION

YEAR	<u>2024</u>	<input checked="" type="checkbox"/>	Resolution Request
		<input type="checkbox"/>	Ordinance Request
		<input type="checkbox"/>	Report Request

Requestor/Originator: Finance Department

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: 5/8/2024 Date of County Board Meeting to be Introduced: 5/14/2024

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 three year contract with DebtBook lease and subscription management software services for the period of 7/1/2024-6/30/2027.

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
IT DEPARTMENT - NON LAPSING			
SOFTWARE SUBSCRIPTION	14020000.428500	1,769,005	238,053

Contract term 7/1/24-6/30/27 for the financial audit fiscal years ending 2024, 2025, and 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 3-year contract with Fifth Asset Inc dba DebtBook
Date: May 8, 2024

Racine County hired Fifth Asset Inc in 2023 to implement Governmental Accounting Standards Board (GASB) statement number 96. This statement establishes uniform accounting and financial reporting requirements for Subscription Based Information Technology Arrangements (SBITA's). In 2023, DebtBook went through all of the subscriptions that Racine County had under contract to determine if they met the requirements for SBITA's and GASB 96.

Due to this being an annual requirement under GASB 96 we will work with DebtBook for all of the required journal entries and reporting. We have negotiated the following 3 year contract with Fifth Asset Inc.

<u>Fiscal Year</u>	<u>Amount</u>
2024	10,600
2025	11,200
2026	11,900

Sincerely,

Gwen Zimmer
Finance Director

ORDER FORM AMENDMENT

This Order Form Amendment (this “**Amendment**”) is entered into between the customer executing below (“**Customer**”) and Fifth Asset, Inc., d/b/a DebtBook (“**DebtBook**”).

The Customer and DebtBook have previously entered into an Agreement, as such term is defined in the Order Form(s) executed and delivered by Customer and DebtBook and attached as Appendix I (collectively, the “**Existing Order Form**”). The Existing Order Form, as modified by this Amendment, is referred to as the “**Renewal Order Form**.” Each capitalized term used but not defined in this Amendment has the meaning given in the Agreement.

On and after the Amendment Effective Date (as defined below), Customer and DebtBook agree to amend the Existing Order Form and the Agreement as follows:

Amendments. Any reference to the “**DebtBook Quote**” will mean DebtBook’s pricing document attached as Exhibit A. Any reference to the “**Customer Terms**” will mean any Customer Terms in the Existing Agreement as amended or supplemented, if applicable, by the additional Customer Terms attached as Exhibit B. Any reference to the “**Terms & Conditions**” will mean the updated Terms & Conditions attached as Exhibit C. Each exhibit to this Amendment is incorporated herein by this reference. Any Notice delivered under the Agreement will be delivered to DebtBook at the address indicated beneath DebtBook’s signature below. Any reference to the “**Order Form**” will mean the Renewal Order Form, and any reference to the “**Agreement**” will mean the Agreement as modified by this Amendment.

Term. This Amendment establishes a “**Renewal Term**” beginning on the Amendment Effective Date and remaining in effect for the term indicated in the DebtBook Quote.

Services; Fees. The DebtBook Quote sets forth the Services to be provided to Customer under the Renewal Order Form, including the specific Products to be provided to Customer through its access to the Application Services. During the Renewal Term, DebtBook will charge Customer an annual Subscription Fee as set forth in the DebtBook Quote. To the extent applicable, DebtBook will also charge Customer an Implementation Fee as set forth in the DebtBook Quote for the Premium Implementation Services.

Other Terms. Unless otherwise provided in the Customer Terms, this Amendment will become effective on the day immediately following the end of the current Term established in the Existing Order Form (the “**Amendment Effective Date**”). *Except as expressly provided in this Amendment, the terms and provisions of the Agreement will remain unchanged and in full force and effect.*

Authority; Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Amendment on behalf of their respective party and (2) bind their respective party to the terms of the Agreement, and (3) sufficient funds have been appropriated and are available to pay any Fees due under the Agreement in Customer’s current fiscal year.

FIFTH ASSET, INC., D/B/A DEBTBOOK

RACINE COUNTY, WI

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Notice Address

PO Box 667950
Charlotte, NC 28266
Attention: Chief Operating Officer
legal@debtbook.com

Date Signed: _____

Purchase Order Required: Yes ____ No ____

Exhibit A
DebtBook Quote

[See attached.]



Racine County, WI

730 Wisconsin Ave
Racine, WI 53403

Prepared For:

Gwen Zimmer | Finance Director

Gwen.Zimmer@racinecounty.com
262.636.3455

Prepared By:

Brandi Lynch
Customer Success Manager
brandi.lynch@debtbook.com

Notice Address:

PO Box 667950
Charlotte, NC 28266

The Renewal Term under this Renewal Order Form is 3 year(s). The Application Services purchased under this Renewal Order Form include the Products listed below. The Services include the Application Services, the Onboarding Services, the Support Services, and, if applicable for any Product, the Implementation Services option indicated below.

Products

Description	Year 1	Year 2	Year 3
2024 Tier 2 - Lease and Subscriptions - 23LSST2-2 <small>DebtBook's Lease and Subscriptions management software-as-a-service application provided, if applicable, to Customer through access to the Application Services.</small>	-	-	-
Product Bundle Total	\$10,600	\$11,200	\$11,900

Implementation Services

Price

\$0

Total Contract Value

\$33,700

Exhibit B
Customer Terms

The additional terms set forth below constitute “**Customer Terms**” for all purposes of the Agreement, apply to the Products and Services purchased under this Order Form, and modify any conflicting provision in the Agreement.

Exhibit C

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these “**Terms & Conditions**”) which govern Customer’s access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, Customer agrees to be bound by these Terms.

1. Definitions.

“**Aggregated Statistics**” means data and information related to Customer’s use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

“**Agreement**” means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

“**Application Obligations**” means, collectively, each contractual or financial obligation or agreement managed by Customer using the Products made available to Customer through the Application Services.

“**Application Services**” means the Products and other application-based services that DebtBook offers to Customer through access to the DebtBook application. The specific Products offered to Customer as part of the Application Services are limited to those Products expressly described in any Order Form then in effect.

“**Appropriate Security Measures**” means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

“**Authorized User**” means any of Customer’s employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

“**Customer**” means the person or entity purchasing the Services as identified in the Order Form.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

“**Customer Terms**” means the terms set forth in or otherwise identified and incorporated into the Order Form. For the avoidance of doubt, “Customer Terms” does not include any purchase order or similar document generated by Customer unless such document is expressly identified and incorporated into the Order Form.

“**DebtBook**” means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

“**DebtBook IP**” means (1) the Products, Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Product, Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

“**DebtBook Quote**” means any pricing document identified and incorporated into each Order Form that may establish the Products, Services, Term, payment terms, and other relevant details applicable to each Customer purchase of Products and Services under such Order Form.

“**Documentation**” means DebtBook’s end user documentation and content, regardless of media, relating to the Products or Services made available from time to time on DebtBook’s website at <https://support.debtbook.com>.

“**Feedback**” means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

“**Guided Implementation Services**” means DebtBook’s standard Implementation Services option, including basic implementation support, guidance, and training.

“**Governing State**” means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, “Governing State” means the State of North Carolina.

“**Government Entity**” means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

“Implementation Services” means DebtBook’s Guided Implementation Services or its Premium Implementation Services, in each case as requested by Customer and as provided to Customer on an annual basis.

“Incorporated Documents” means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

“Initial Term” means the Initial Term established in the Order Form.

“Onboarding Services” means onboarding services, support, and training as required to make the Application Services available to Customer during the Initial Term.

“Order Form” means each order document (including, if applicable, any DebtBook Quote incorporated therein by reference) duly authorized by Customer and DebtBook for the purchase of any Products or Services in effect from time to time, as each such Order Form may be amended, modified, or replaced in accordance with its terms and these Terms & Conditions.

“Premium Implementation Services” means DebtBook’s premium Implementation Services option, including implementation support, guidance, and training, review of Application Obligations, and entry of relevant Customer Data.

“Pricing Tier” means, if applicable, Customer’s pricing tier for each Product as of the date of determination.

“Privacy Policy” means, collectively, DebtBook’s privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with their terms.

“Products” means, collectively, any products DebtBook may offer to Customer from time to time through the Application Services, in each case as established in any Order Form then in effect.

“Renewal Term” means any renewal term established in accordance with the terms of the Agreement.

“Services” means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services. For the avoidance of doubt, “Services” includes the underlying Products made available to Customer through access to the Application Services.

“SLA” means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

“Support Services” means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

“Term” means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

“Usage Policy” means, collectively, DebtBook’s acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer’s Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer’s internal use and for the Authorized Users’ use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer’s Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer’s and its Authorized User’s internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users’ access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "Service Suspension"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify Customer or disclose Customer's Confidential Information.

3. Services and Support.

(a) Services Generally. Subject to the terms of the Agreement, DebtBook will grant Customer access to the Application Services during the Initial Term and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and the level of Implementation Services indicated in the Order Form. DebtBook will provide Customer with the Support Services throughout the Term.

(b) Implementation Services. DebtBook will provide Implementation Services for each Product to the extent indicated for such Product in the applicable Order Form. Unless DebtBook has agreed to provide Premium Implementation Services for any such Product in accordance with this subsection, DebtBook will provide Customer with Guided Implementation Services for such Product at no additional charge. At Customer's request, DebtBook will identify in an Order Form those Products for which DebtBook will provide Premium Implementation Services. For each Product indicated for Premium Implementation Services, DebtBook will charge Customer a one-time Fee for the Premium Implementation Services as set forth in such Order Form. Customer agrees to cooperate in good faith and to respond in a timely manner to any reasonable request for data or information DebtBook may require to complete the Implementation Services. DebtBook is not obligated to provide any Implementation Services after the date that is 180 days after the Effective Date of the Order Form pursuant to which DebtBook is providing such Implementation Services.

(c) Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will make the Application Services and Support Services available in accordance with the SLA.

4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees set forth in each Order Form (the "Fees"). DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in each Order Form. Customer must pay all Fees in US dollars within 30 days of its receipt of a valid invoice unless other payment terms are set forth in the Customer Terms. If Customer is a Government Entity, then Customer's obligation to pay any Fees under the Agreement is subject in all respects to the requirements and limitations of the Governing State's prompt payment act, as amended. Except as expressly provided in the Agreement, DebtBook does not provide refunds of any paid Fees. Unless otherwise provided in the Customer Terms, and to the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is

responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. Confidential Information.

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information, or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee

regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) Customer Indemnification. Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement. DEBTBOOK EXPRESSLY AGREES THAT THIS PROVISION WILL NOT APPLY TO ANY CUSTOMER THAT IS A GOVERNMENT ENTITY TO THE EXTENT SUCH INDEMNIFICATION OBLIGATIONS ARE PROHIBITED UNDER APPLICABLE LAW.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. Except as the parties may otherwise agree in the Customer Terms, or unless terminated earlier in accordance with the Agreement:

(i) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(ii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) Termination. In addition to any other express termination right set forth in the Customer Terms:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if Customer is a Government Entity and sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections 8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) Governing Law; Submission to Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding,

(b) Entire Agreement; Order of Precedence. The Order Form, the Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Customer Terms, (2) Order Form, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other

purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) Amendment; Waiver. No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) Notices. All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "Notice") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) Force Majeure. In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) Severability. If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Unless otherwise provided in the Customer Terms, either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. If Customer is a Government Entity and to the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law;

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same; and

(v) Nothing in the Agreement is intended to act as a waiver of immunities that Customer has as a matter of law as a Government Entity under the laws of the Governing State, including but not limited to sovereign or governmental immunity, public officers or official immunity or qualified immunity, to the extent Customer is entitled to such immunities.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be “in writing” to the same extent and with the same effect as if the document had been signed manually.

Appendix I
Existing Order Form(s)

[See attached.]

Racine County Contract & Contract Amendment Form

Attach one copy of the contract to be filed. Attach more copies if required by vendor.

Munis Contract #: 3817 Amendment: Yes No Signed by vendor: Yes No DocuSign
 Contract Type Non Encumber Expense Encumber Expense HSD PO Expense Revenue
 Vendor/Customer #: 8348 Vendor Name: Fifth Asset Inc dba DebtBook
 Full Address: PO Box 667950 Charlotte NC 28266
 Department: Finance Sub Department: _____
 Brief Description of Services: GASB 96 Software Subscription
 Contact/administrator: Gwen Zimmer Contact Munis ID: 6750gzimmer
 Contract Start: 7/1/23 Contract End: 6/30/24

**If this is a multi year contract - Committee and County Board authorization is needed before the contract can be processed.
 By completing this form, Procurement Policy has been followed.**

Accounts Information

Account Name:	Account Number	Available Amount	New Contract Amount	Year
Finance Consultant	13520000.409125		\$ 2,000.00	2023
IT Software	14020000.428500		\$ 6,500.00	2023
Prepaid	10.149000		\$ 6,500.00	2024
	In 2024, reverse prepaid to acct 14020000.428500			
		Total:	\$ 15,000.00	

If additional account lines are necessary, attach a schedule.

Have you read the agreement: Yes No Do you understand & agree with the Terms: Yes No

Are there things that you think should be changed in this Contract: Yes No
 If yes, please attach a memo stating the changes you think should be made.

Was a resolution passed to authorize the original contract: Yes No

If yes, indicate the resolution number: 2022-54 (attach a copy of the resolution)

Is there a required signature date: Yes No If yes, what date: _____

INTERNAL USE ONLY

The County of Racine has searched the above named Vendor against the System for Award Management system (SAM) and has confirmed as of 06/07/2023 the Vendor is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

Signature: Duane McKinney Date: 06/07/2023

ORDER FORM**RELATING TO A MASTER AGREEMENT WITH
REGION 14 EDUCATION SERVICE CENTER**

Fifth Asset, Inc., d/b/a DebtBook (“**DebtBook**”) is pleased to provide Racine County, WI (“**Customer**”) with the Services subject to the terms established in this Order Form and under a Master Agreement dated as of August 16, 2021 and referenced as Contract Number 14-03 (the “**Master Agreement**”) between DebtBook and Region 14 Education Service Center (“**Region 14 ESC**”), on its own behalf and on behalf of other government agencies, and made available through the National Cooperative Purchasing Alliance (“**NCPA**”), as administrative agent under an Administration Agreement dated as of August 16, 2021 (the “**Administration Agreement**,” and together with the Master Agreement, the “**NCPA Agreements**”) between NCPA and DebtBook.

DebtBook will provide the Services pursuant to the terms of the NCPA Agreements, this Order Form, including the price quote attached as Exhibit A and incorporated herein by this reference (the “**DebtBook Quote**”), and DebtBook’s General Terms & Conditions (the “**Terms & Conditions**”), which have been provided to Customer, and the Incorporated Documents referenced in the Terms & Conditions. Each capitalized term used but not defined in this Order Form has the meaning given in the Terms & Conditions.

By executing this Order Form, DebtBook and Customer agree to be bound by this Order Form, the Terms & Conditions, the Incorporated Documents, and any Customer Terms (collectively, the “**Agreement**”). The NCPA Agreements and the Agreement constitute the entire agreement between the parties and supersede any prior discussion or representations regarding the Customer’s purchase and use of the Services.

This Order Form may be modified or replaced from time to time by a subsequent Order Form duly executed and delivered by each party in connection with any Renewal Term.

Order Form Details	
Effective Date: 7/1/2023	Billing Frequency: Annually
Initial Term End Date: 6/30/2024	Payment Terms: Net 30
Initial Pricing Tier: Tier 2	See the DebtBook Quote for more details

Services. Subject to the terms described in this Order Form and the NCPA Agreements, DebtBook will grant Customer access to the Application Services during the Initial Term described above and, if applicable, each subsequent Renewal Term. As part of the onboarding process, DebtBook will provide Customer with the Onboarding Services and, if requested, the Implementation Services. DebtBook will also provide Customer with the Support Services throughout the Term.

Fees. DebtBook will charge Customer (1) a recurring Subscription Fee for Customer’s access to the Onboarding Services, the Application Services, and the Support Services and (2) if applicable, an Implementation Fee for the Implementation Services, in each case as set forth in the DebtBook Quote and this Order Form.

DebtBook sets Fees using its standard pricing schedule for the Services in accordance with the NCPA Agreements and based on the Customer’s applicable Pricing Tier, which is based on the total number and amount of the Customer’s Application Obligations at the time of determination. DebtBook’s current pricing schedule and Pricing Tiers are set forth in the DebtBook Quote, which will remain in effect with respect to Customer throughout the Initial Term.

The Initial Pricing Tier indicated above is based on Customer’s good faith estimate of its Application Obligations as of the Effective Date. The Subscription Fees to be charged as provided in the

DebtBook Quote will not change during the Initial Term, regardless of any change to the actual number or amount of the Customer's Application Obligations during the Initial Term.

Implementation Services. At Customer's request, DebtBook will provide Implementation Services to Customer for a 12-month period, with each such period beginning, if applicable, on the Effective Date and on each anniversary of the Effective Date thereafter (each, an "**Implementation Period**"). Customer may request Implementation Services at any time during the Term.

If Implementation Services are requested for any Implementation Period, then the Implementation Fee will be based on the aggregate number and amount of the Customer's Application Obligations at the beginning of such Implementation Period. The Implementation Fee will be due and payable at the later of (1) the beginning of the applicable Implementation Period or (2) the date on which Customer requests Implementation Services for such Implementation Period, and will entitle Customer, in each case, to Implementation Services at the applicable Pricing Tier through the end of the Implementation Period then in effect.

For any Implementation Period, if the total number or amount of Customer's Application Obligations implemented causes Customer's applicable Pricing Tier to increase, then DebtBook will charge Customer an additional Implementation Fee such that the total Implementation Fee charged for such Implementation Period equals the Implementation Fee applicable to the increased Pricing Tier as set forth in the DebtBook Quote.

Billing. Unless otherwise provided in the Order Form or the Customer Terms, all Fees will be due and payable in advance on the terms indicated above, and each invoice will be emailed to the Customer's billing contact indicated below.

Renewal Term. The Agreement is subject to renewal on the terms set forth in the Terms & Conditions. The Pricing Tier applicable for each Renewal Term will be determined based on the aggregate number and amount of the Customer's Application Obligations at the time of renewal.

Termination. The Agreement is subject to early termination on the terms set forth in the Terms & Conditions.

Intellectual Property. Except for the limited rights and licenses expressly granted to Customer under this Order Form and the Terms & Conditions, nothing in the Agreement grants to Customer or any third party any intellectual property rights or other right, title, or interest in or to the DebtBook IP.

Important Disclaimers & Limitations. EXCEPT FOR THE WARRANTIES SET FORTH IN THE TERMS & CONDITIONS, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IN ADDITION, TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES' LIABILITIES UNDER THE AGREEMENT ARE LIMITED AS SET FORTH IN THE TERMS & CONDITIONS.

Notices. Any Notice delivered under the Agreement will be delivered to the address below each party's signature below.

Authority: Execution. Each of the undersigned represents that they are authorized to (1) execute and deliver this Order Form on behalf of their respective party and (2) bind their respective party to the terms of the Agreement. This Order Form and any other documents executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

FIFTH ASSET, INC., D/B/A DEBTBOOK

RACINE COUNTY, WI

By: Tyler Traudt
Name: Tyler Traudt
Title: CEO

By: _____
Name: _____
Title: _____

Notice Address

PO Box 667950
Charlotte, NC 28266
Attention: Chief Executive Officer
tyler.traudt@debtbook.com

Notice Address

730 Wisconsin Avenue
Racine, WI 53403
Attention: Gwen Zimmer, Finance Director
gwen.zimmer@racinecounty.com

DocuSigned by:
Tyler Traudt 6/7/2023
F3F68D0716CC4B6...

Billing Contact

730 Wisconsin Avenue
Racine, WI 53403
Attention: Kris Dement, Accounting Manager
kristopher.dement@racinecounty.com

DocuSigned by:
Gwen Zimmer 6/7/2023
14A5552654004D4...

Exhibit A
DebtBook Quote

[See attached.]



Racine County, WI

Racine County, WI

730 Wisconsin Ave
Racine, WI 53403
US

Quote created: May 23, 2023
Quote expires: June 30, 2023
Quote created by: Seth Badger
Sr. Account Executive
seth.badger@debtbook.com

Kristopher Dement

kristopher.dement@racinecounty.com
(262) 636-3119

Gwen Zimmer

gwen.zimmer@racinecounty.com
262.636.3455

Comments from Seth Badger

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
23 Subscription Fee Tier 2 This represents the annual subscription fee your organization pays for the Application Services, Onboarding Services, and Support Services. This includes unlimited users and external sharing.	23ST2-1	1	\$13,000.00 / year	\$13,000.00 / year
23 White Glove Implementation Fee Tier 2 This covers the cost of our White Glove Implementation process for your organization.	23WG12-1	1	\$2,000.00	\$2,000.00
			Total	\$15,000.00

Questions? Contact me



Seth Badger

Sr. Account Executive

seth.badger@debtbook.com

DEBTBOOK'S GENERAL TERMS & CONDITIONS

Please carefully read these General Terms and Conditions (these “**Terms & Conditions**”) which govern the Customer’s access and use of the Services described in the Order Form.

By executing the Order Form and using any of the Services, the Customer agrees to be bound by these Terms.

1. Definitions.

“**Aggregated Statistics**” means data and information related to Customer’s use of the Services that is used by DebtBook in an aggregate and anonymized manner, including statistical and performance information related to the Services.

“**Agreement**” means, collectively and to the extent applicable, the Order Form, any Customer Terms, these Terms & Conditions, and the Incorporated Documents, in each case as may be amended from time to time in accordance with their terms.

“**Application Obligations**” means, collectively, Customer’s debt, lease, and other financial obligations relevant to the Application Services.

“**Application Services**” means DebtBook’s debt, lease, and financial obligation management and compliance software-as-a-service application.

“**Appropriate Security Measures**” means, collectively, commercially reasonable technical and physical controls and safeguards intended to protect Customer Data against destruction, loss, unauthorized disclosure, or unauthorized access by employees or contractors employed by DebtBook.

“**Authorized User**” means any of Customer’s employees, consultants, contractors, or agents who are authorized by Customer to access and use any of the Services.

“**Customer**” means the person or entity purchasing the Services as identified in the Order Form.

“**Customer Data**” means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is transmitted by or on behalf of Customer or an Authorized User through the Services.

“**Customer Terms**” means any terms or agreements provided by Customer and applicable to the Services but only to the extent such terms or agreements are expressly referenced and incorporated into the Order Form. For the avoidance of doubt, “Customer Terms” does not include any purchase order or similar document generated by Customer unless such document is expressly referenced and incorporated into the Order Form.

“**DebtBook**” means Fifth Asset, Inc., d/b/a DebtBook, a Delaware corporation, and its permitted successor and assigns.

“**DebtBook IP**” means (1) the Services, Documentation, and Feedback, including all ideas, concepts, discoveries, strategies, analyses, research, developments, improvements, data, materials, products, documents, works of authorship, processes, procedures, designs, techniques, inventions, and other intellectual property, whether or not patentable or copyrightable, and all embodiments and derivative works of each of the foregoing in any form and media, that are developed, generated or produced by DebtBook arising from or related to the Services, Documentation, or Feedback; and (2) any intellectual property provided to Customer or any Authorized User in connection with the foregoing other than Customer Data.

“**Documentation**” means DebtBook’s end user documentation and content, regardless of media, relating to the Services made available from time to time on DebtBook’s website at <https://support.debtbook.com>.

“Feedback” means any comments, questions, suggestions, or similar feedback transmitted in any manner to DebtBook, including suggestions relating to features, functionality, or changes to the DebtBook IP.

“Governing State” means, if Customer is a Government Entity, the state in which Customer is located. If Customer is not a Government Entity, “Governing State” means the State of North Carolina.

“Government Entity” means any unit of state or local government, including states, counties, cities, towns, villages, school districts, special purpose districts, and any other political or governmental subdivisions and municipal corporations, and any agency, authority, board, or instrumentality of any of the foregoing.

“Implementation Services” means, if requested by Customer, the additional implementation services provided to Customer on an annual basis, including tailored implementation support, review of Application Obligations, and entry of relevant Customer Data.

“Incorporated Documents” means, collectively, the Privacy Policy, the SLA, and the Usage Policy, as each may be updated from time to time in accordance with their terms. The Incorporated Documents, as amended, are incorporated into these Terms & Conditions by this reference. Current versions of the Incorporated Documents are available at <https://www.debtbook.com/legal>.

“Initial Term” means the Initial Term of the Services beginning on the Effective Date and ending on the Initial Term End Date, as established in the Order Form.

“Onboarding Services” means onboarding services, support, and training as required to make the Application Services available to the Customer during the Initial Term.

“Order Form” means (1) the order document executed and delivered by DebtBook and Customer for the Initial Term or (2) to the extent applicable, any subsequent order document executed and delivered by DebtBook and Customer for any Renewal Term.

“Pricing Tier” means the Customer’s applicable pricing tier, determined based on the number and amount of Application Obligations at the time of determination, as set forth in the schedule included as part of the Order Form.

“Privacy Policy” means, collectively, DebtBook’s privacy policy and any similar data policies generally applicable to all users of the Application Services, in each case as posted to DebtBook’s website and as updated from time to time in accordance with their terms.

“Renewal Term” means any renewal term established in accordance with the terms of the Agreement.

“Services” means, collectively, the Application Services, the Onboarding Services, the Implementation Services, and the Support Services.

“SLA” means the Service Level Addendum generally applicable to all users of the Application Services, as posted to DebtBook’s website and as updated from time to time in accordance with its terms.

“Support Services” means the general maintenance services and technical support provided in connection with the Application, as more particularly described in the SLA.

“Term” means, collectively, the Initial Term and, if applicable, each successive Renewal Term.

“Usage Policy” means, collectively, DebtBook’s acceptable usage policy, any end user licensing agreement, or any similar policy generally applicable to all end users accessing the

Application Services, in each case as posted to DebtBook's website and as updated from time to time in accordance with its terms.

Each capitalized term used but not otherwise defined in these Terms & Conditions has the meaning given to such term in the applicable Order Form.

2. Access and Use.

(a) Provision of Access. Subject to the terms and conditions of the Agreement, DebtBook grants Customer and Customer's Authorized Users a non-exclusive, non-transferable (except as permitted by these Terms) right to access and use the Application Services during the Term, solely for Customer's internal use and for the Authorized Users' use in accordance with the Agreement. DebtBook will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Services.

(b) Documentation License. Subject to the terms and conditions of the Agreement, DebtBook grants to Customer and Customer's Authorized Users a non-exclusive, non-sublicensable, non-transferable (except as permitted by these Terms) license to use the Documentation during the Term solely for Customer's and its Authorized User's internal business purposes in connection with its use of the Services.

(c) Customer Responsibilities. Customer is responsible and liable for its Authorized Users' access and use of the Services and Documentation, regardless of whether such use is permitted by the Agreement. Customer must use reasonable efforts to make all Authorized Users aware of the provisions applicable to their use of the Services, including the Incorporated Documents.

(d) Use Restrictions. Customer may not at any time, directly or indirectly through any Authorized User, access or use the Services in violation of the Usage Policies, including any attempt to (1) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (2) sell, license, or otherwise transfer or make available the Services or Documentation except as expressly permitted by the Agreement; or (3) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part. Customer will not knowingly transmit any personally identifiable information to DebtBook or any other third-party through the Services.

(e) Suspension. Notwithstanding anything to the contrary in the Agreement, DebtBook may temporarily suspend Customer's and any Authorized User's access to any or all of the Services if: (1) Customer is more than 45 days late in making any payment due under, and in accordance with, the terms of the Agreement, (2) DebtBook reasonably determines that (A) there is a threat or attack on any of the DebtBook IP; (B) Customer's or any Authorized User's use of the DebtBook IP disrupts or poses a security risk to the DebtBook IP or to any other customer or vendor of DebtBook; (C) Customer, or any Authorized User, is using the DebtBook IP for fraudulent or other illegal activities; or (D) DebtBook's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (3) any vendor of DebtBook has suspended or terminated DebtBook's access to or use of any third-party services or products required to enable Customer to access the Services (any such suspension, a "**Service Suspension**"). DebtBook will use commercially reasonable efforts to (i) provide written notice of any Service Suspension to Customer, (ii) provide updates regarding resumption of access to the Services, and (iii) resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. DebtBook is not liable for any damage, losses, or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in the Agreement, DebtBook may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between DebtBook and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by DebtBook. DebtBook

may compile Aggregated Statistics based on Customer Data input into the Services. DebtBook may (1) make Aggregated Statistics publicly available in compliance with applicable law, and (2) use Aggregated Statistics as permitted under applicable law so long as, in each case, DebtBook's use of any Aggregated Statistics does not identify the Customer or disclose Customer's Confidential Information.

3. Service Levels and Support. Subject to the terms and conditions of the Agreement, DebtBook will use commercially reasonable efforts to make the Application Services and Support Services available in accordance with the SLA.

4. Fees and Payment.

(a) Fees. Customer will pay DebtBook the fees ("**Fees**") set forth in the Order Form. DebtBook will invoice Customer for all Fees in accordance with the invoicing schedule and requirements set forth in the Order Form. Customer must pay all Fees in US dollars, and all Fees are fully earned once paid. To the extent permitted by applicable law, if Customer fails to make any payment when due, DebtBook may, without limiting any of its other rights, charge interest on the past due amount at the lowest of (1) the rate of 1.5% per month, (2) the rate established in any Customer Term, or (3) the maximum rate permitted under applicable law.

(b) Taxes. All Fees and other amounts payable by Customer under the Agreement are exclusive of taxes and similar assessments. Unless Customer is exempt from making any such payment under applicable law or regulation, Customer is responsible for all applicable sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer under the Agreement, other than any taxes imposed on DebtBook's income.

5. Confidential Information.

(a) From time to time during the Term, either party (the "**Disclosing Party**") may disclose or make available to the other party (the "**Receiving Party**") information about the Disclosing Party's business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether in written, electronic, or other form or media, that is marked, designated, or otherwise identified as "confidential", or which a reasonable person would understand to be confidential or proprietary under the circumstances (collectively, "**Confidential Information**"). For the avoidance of doubt, DebtBook's Confidential information includes the DebtBook IP and the Application Services source code and specifications. As used in the Agreement, "Confidential Information" expressly excludes any information that, at the time of disclosure is (1) in the public domain; (2) known to the receiving party at the time of disclosure; (3) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (4) independently developed by the Receiving Party.

(b) To the extent permitted by applicable law, the Receiving Party will hold the Disclosing Party's Confidential Information in strict confidence and may not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, agents, subcontractors, financial advisors, and attorneys who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under the Agreement or otherwise in connection with the Services. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (1) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order must first give written notice to the other party; or (2) to establish a party's rights under the Agreement, including to make required court filings.

(c) On the expiration or termination of the Agreement, the Receiving Party must promptly return to the Disclosing Party all copies of the Disclosing Party's Confidential Information,

or destroy all such copies and, on the Disclosing Party's request, certify in writing to the Disclosing Party that such Confidential Information has been destroyed.

(d) Each party's obligations under this Section are effective as of the Effective Date and will expire three years from the termination of the Agreement; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of the Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

(e) Notwithstanding anything in this Section to the contrary, if Customer is a Government Entity, then DebtBook expressly agrees and understands that Customer's obligations under this Section are subject in all respects to, and only enforceable to the extent permitted by, the public records laws, policies, and regulations of the Governing State.

6. Intellectual Property.

(a) DebtBook IP. As between Customer and DebtBook, DebtBook owns all right, title, and interest, including all intellectual property rights, in and to the DebtBook IP.

(b) Customer Data. As between Customer and DebtBook, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to DebtBook a non-exclusive, royalty-free, worldwide license to reproduce, distribute, sublicense, modify, prepare derivative works based on, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary or appropriate for DebtBook to provide the Services to Customer.

(c) Effect of Termination. Without limiting either party's obligations under Section 5 of the Agreement, DebtBook, at no further charge to Customer, will (1) provide Customer with temporary access to the Application Services for up to 60 days after the termination of the Agreement to permit Customer to retrieve its Customer Data in a commercially transferrable format and (2) use commercially reasonable efforts to assist Customer, at Customer's request, with such retrieval. After such period, DebtBook may destroy any Customer Data in accordance with DebtBook's data retention policies.

7. Limited Warranties.

(a) Functionality & Service Levels. During the Term, the Application Services will operate in a manner consistent with general industry standards reasonably applicable to the provision of the Application Services and will conform in all material respects to the Documentation and service levels set forth in the SLA when accessed and used in accordance with the Documentation. Except as expressly stated in the SLA, DebtBook does not make any representation, warranty, or guarantee regarding availability of the Application Services, and the remedies set forth in the SLA are Customer's sole remedies and DebtBook's sole liability under the limited warranty set forth in this paragraph.

(b) Security. DebtBook has implemented Appropriate Security Measures and has made commercially reasonable efforts to ensure its licensors and hosting providers, as the case may be, have implemented Appropriate Security Measures intended to protect Customer Data.

(c) EXCEPT FOR THE WARRANTIES SET FORTH IN THIS SECTION, DEBTBOOK IP IS PROVIDED "AS IS," AND DEBTBOOK HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. DEBTBOOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN THIS SECTION, DEBTBOOK MAKES NO WARRANTY OF ANY KIND THAT THE DEBTBOOK IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER

PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

(d) DebtBook exercises no control over the flow of information to or from the Application Service, DebtBook's network, or other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt connections to the Internet. Although DebtBook will use commercially reasonable efforts to take all actions DebtBook deems appropriate to remedy and avoid such events, DebtBook cannot guarantee that such events will not occur. ACCORDINGLY, DEBTBOOK DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATING TO ALL SUCH EVENTS, AND EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE AGREEMENT, ANY OTHER ACTIONS OR INACTIONS CAUSED BY OR UNDER THE CONTROL OF A THIRD PARTY.

8. Indemnification.

(a) DebtBook Indemnification.

(i) DebtBook will indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) (collectively, "**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Application Services, or any use of the Application Services in accordance with the Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies DebtBook in writing of the Third-Party Claim, reasonably cooperates with DebtBook in the defense of the Third-Party Claim, and allows DebtBook sole authority to control the defense and settlement of the Third-Party Claim.

(ii) If such a claim is made or appears possible, Customer agrees to permit DebtBook, at DebtBook's sole expense and discretion, to (A) modify or replace the DebtBook IP, or component or part of the DebtBook IP, to make it non-infringing, or (B) obtain the right for Customer to continue use. If DebtBook determines that neither alternative is reasonably available, DebtBook may terminate the Agreement in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer, so long as, in each case, DebtBook promptly refunds or credits to Customer all amounts Customer paid with respect to the DebtBook IP that Customer cannot reasonably use as intended under the Agreement.

(iii) DebtBook's indemnification obligation under this Section will not apply to the extent that the alleged infringement arises from Customer's use of the Application Services in combination with data, software, hardware, equipment, or technology not provided or authorized in writing by DebtBook or modifications to the Application Services not made by DebtBook.

(b) Sole Remedy. SECTION 8(a) SETS FORTH CUSTOMER'S SOLE REMEDIES AND DEBTBOOK'S SOLE LIABILITY FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE SERVICES INFRINGE, MISAPPROPRIATE, OR OTHERWISE VIOLATE ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS. IN NO EVENT WILL DEBTBOOK'S LIABILITY UNDER SECTION 8(a) EXCEED \$1,000,000.

(c) Customer Indemnification. To the extent permitted by applicable law, Customer will indemnify, hold harmless, and, at DebtBook's option, defend DebtBook from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with the Agreement, infringes or misappropriates such third party's intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's negligence or willful misconduct or use of the Services in a manner not authorized by the Agreement.

9. Limitations of Liability. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION, IN NO EVENT WILL THE AGGREGATE LIABILITY OF DEBTBOOK ARISING OUT OF OR RELATED TO THE AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO DEBTBOOK UNDER THE AGREEMENT IN THE 12-MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE EXCLUSIONS AND LIMITATIONS IN THIS SECTION DO NOT APPLY TO CLAIMS PURSUANT TO SECTION 8.

10. Term and Termination.

(a) Term. Except as the parties may otherwise agree in the Order Form, or unless terminated earlier in accordance with the Agreement:

(i) the Initial Term of the Agreement will begin on the Effective Date and end on the Initial Term End Date;

(ii) the Agreement will automatically renew for successive 12-month Renewal Terms unless either party gives the other party written notice of non-renewal at least 30 days before the expiration of the then-current term; and

(iii) each Renewal Term will be subject to the same terms and conditions established under the Agreement, with any Fees determined in accordance with DebtBook's then-current pricing schedule published on DebtBook's website and generally applicable to all users of the Services, as provided to Customer at least 60 days before the expiration of the then-current term.

(b) Termination. In addition to any other express termination right set forth in the Agreement:

(i) DebtBook may terminate the Agreement immediately if Customer breaches any of its obligations under Section 2 or Section 5;

(ii) Customer may terminate the Agreement in accordance with the SLA;

(iii) either party may terminate the Agreement, effective on written notice to the other party, if the other party materially breaches the Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach;

(iv) if (1) Customer is a governmental entity and (2) sufficient funds are not appropriated to pay for the Application Services, then Customer may terminate the Agreement at any time without penalty following 30 days prior written notice to DebtBook; or

(v) either party may, to the extent permitted by law, terminate the Agreement, effective immediately on written notice to the other party, if the other party becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law.

(c) Survival. Only this Section and Section 1 (Definitions), Sections 4 through 6 (Fees; Confidential Information; Intellectual Property), Section 7(c) (Disclaimer of Warranties), and Sections

8, 9 and 12 (Indemnification; Limitations of Liability; Miscellaneous) will survive any termination or expiration of the Agreement.

11. Independent Contractor. The parties to the Agreement are independent contractors. The Agreement does not create a joint venture or partnership between the parties, and neither party is, by virtue of the Agreement, authorized as an agent, employee, or representative of the other party.

12. Miscellaneous.

(a) **Governing Law; Submission to Jurisdiction.** The Agreement will be governed by and construed in accordance with the laws of the Governing State, without regard to any choice or conflict of law provisions, and any claim arising out of the Agreement may be brought in the state or federal courts located in the Governing State. Each party irrevocably submits to the jurisdiction of such courts in any such suit, action, or proceeding.

(b) **Entire Agreement; Order of Precedence.** The Order Form, any Customer Terms, the Terms & Conditions, and the Incorporated Documents constitute the complete Agreement between the parties and supersede any prior discussion or representations regarding the Customer's purchase and use of the Services.

To the extent any conflict exists between the terms of the Agreement, the documents will govern in the following order or precedence: (1) the Order Form (2) the Customer Terms, (3) the Terms & Conditions, and (4) the Incorporated Documents. No other purchasing order or similar instrument issued by either party in connection with the Services will have any effect on the Agreement or bind the other party in any way.

(c) **Amendment; Waiver.** No amendment to the Order Form, the Terms & Conditions, or the Customer Terms will be effective unless it is in writing and signed by an authorized representative of each party. DebtBook may update the Incorporated Documents from time-to-time following notice to Customer so long as such updates are generally applicable to all users of the Services. No waiver by any party of any of the provisions of the Agreement will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Agreement, no failure to exercise, delay in exercising, or any partial exercise of any rights, remedy, power, or privilege arising from the Agreement will in any way waive or otherwise limit the future exercise of any right, remedy, power, or privilege available under the Agreement.

(d) **Notices.** All notices, requests, consents, claims, demands, and waivers under the Agreement (each, a "**Notice**") must be in writing and addressed to the recipients and addresses set forth for each party on the Order Form (or to such other address as DebtBook or Customer may designate from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid).

(e) **Force Majeure.** In no event will either party be liable to the other party, or be deemed to have breached the Agreement, for any failure or delay in performing its obligations under the Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control, including acts of God, flood, fire, earthquake, pandemic, epidemic, problems with the Internet, shortages in materials, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(f) **Severability.** If any provision of the Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(g) Assignment. Either party may assign its rights or delegate its obligations, in whole or in part, on 30 days prior written notice to the other party, to an affiliate or an entity that acquires all or substantially all of the business or assets of such party, whether by merger, reorganization, acquisition, sale, or otherwise. Except as stated in this paragraph, neither party may assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of the other party, which consent may not be unreasonably withheld, conditioned, or delayed. The Agreement is binding on and inures to the benefit of the parties and their permitted successors and assigns.

(h) Marketing. Neither party may issue press releases related to the Agreement without the other party's prior written consent. Either party may include the name and logo of the other party in lists of customers or vendors.

(i) State-Specific Certifications & Agreements. To the extent required under the laws of the Governing State, DebtBook hereby certifies and agrees as follows:

(i) DebtBook has not been designated by any applicable government authority or body as a company engaged in the boycott of Israel under the laws of the Governing State;

(ii) DebtBook is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Agreement by any governmental department or agency of the Governing State;

(iii) DebtBook will not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state, or local law; and

(iv) DebtBook will verify the work authorization of its employees using the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security and, if applicable, will require its subcontractors to do the same.

(j) Execution. Any document executed and delivered in connection with the Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. To the extent permitted by applicable law, electronic signatures may be used for the purpose of executing the Order Form by email or other electronic means. Any document delivered electronically and accepted is deemed to be "in writing" to the same extent and with the same effect as if the document had been signed manually.

REQUEST FOR COUNTY BOARD ACTION

YEAR	<u>2024</u>	<input type="checkbox"/>	Resolution Request
		<input type="checkbox"/>	Ordinance Request
		<input checked="" type="checkbox"/>	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

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

Committee/Individual Sponsoring: Finance and Human Resources Committee

Date Considered by Committee: 5/8/2024 Date of County Board Meeting to be Introduced: _____

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

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

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Racine County 2024 1st Quarter Accepted Donations – 2024 – Report.

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.



JONATHAN DELAGRAVE

Office of the County Executive
 730 Wisconsin Avenue
 Racine, WI 53403
 262-636-3273
 fax: 262-636-3549
 jonathan.delagrave@racinecounty.com

May 8th, 2024

To: Donald Trottier, Chairman, Finance and Human Resources Committee

From: Racine County Executive Jonathan Delagrave

Re: **2024 1st Quarter Racine County Accepted Donations**

In compliance with Section 7-2c of the Racine County Code of Ordinances, I am hereby notifying you of those gifts and donations that I have accepted on behalf of Racine County between January 1st, 2024- March 31st, 2024. Gifts of real estate are approved by the Board of Supervisors, and therefore not included on this list.

Donor	Donor Program	Donation
Mabel Schumacher	Sheriff K9 Donation	\$500.00
Eric Herr	Sheriff K9 Donation	\$200.00
Roma Lodge	Meals on Wheels	\$250.00
Betty L Higgins	Meals on Wheels	\$350.00
Q.A Shakoor II	Summer Youth Employment Program	\$100.00
Andrei Rutkowski	Summer Youth Employment Program	\$1,500.00
Dominion Properties	Summer Youth Employment Program	\$250.00
Catrina Richardson	Summer Youth Employment Program	\$100.00
Betty Pace	Summer Youth Employment Program	\$1,000.00
United Way of Racine County	Summer Youth Employment Program	\$75,000.00
Village of Mount Pleasant	Summer Youth Employment Program	\$2,000.00
Express Cleaners	Summer Youth Employment Program	\$20.00
Green Bay Packers	Summer Youth Employment Program	\$2,000.00
The Johnson Foundation at Wingspread	Summer Youth Employment Program	\$500.00
Michael Frontier	Summer Youth Employment Program	\$100.00
Riley Construction	Summer Youth Employment Program	\$500.00
	Total	\$ 84,370.00

I hope that you will join me in thanking all these donors, who have been so civic minded and generous.
 Sincerely

Jonathan Delagrave
 County Executive

REQUEST FOR COUNTY BOARD ACTION

YEAR	<u>2024</u>	<input type="checkbox"/>	Resolution Request
		<input type="checkbox"/>	Ordinance Request
		<input checked="" type="checkbox"/>	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

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

Committee/Individual Sponsoring: Finance and Human Resources Committee

Date Considered by Committee: 5/8/2024 Date of County Board Meeting to be Introduced: _____

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

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

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Racine County 2024 1st Quarter Grant Applications Report – 2024 – Report.

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.

To: Finance and Human Resources Committee
 From: Gwen Zimmer, Finance Director
 Subject: 1st Quarter 2024 grant applications
 Date: May 8th, 2024

In compliance with Racine County ordinance 7-271, please see the grants applied for during the period of 1/01/2024-03/31/2024.

Grant Name	Grant Awarding Agency	Grant Amount Applied for	Racine County Match	Grant Submission Date	Expected Grant Response Date	Reoccurring Grant? (Yes/No)
2024 BOTS Speed grant	Bureau of Transportation Safety	74,995.20	18,748.80	01/28/24	N/A	Yes
Summer Jobs Connect Academy Implementation Grant	Cities for Financial Empowerment Fund	20,000.00	None	01/03/24	01/16/2024	No
2024 WDVA CVSO Grant	Wisconsin Department of Veterans Affairs	17,875.00	N/A	01/18/24	N/A	Yes
YouthBuild	US Department of Labor	\$988,061.51	WI	02/01/24	Prior to June 2024	No
Behavioral Health Building, Congressionally Directed Spending	Office of Senator Tammy Baldwin	\$1M minimum; \$5M maximum	N/A	03/22/24	N/A	No
Browns Lake Sediment Removal Project, Congressionally Directed Spending	Office of Senator Tammy Baldwin	\$2.5M minimum; \$5M maximum	N/A	03/22/24	N/A	No

Sincerely,

Gwen Zimmer
 Finance Director

REQUEST FOR COUNTY BOARD ACTION

YEAR	<u>2024</u>	<input type="checkbox"/>	Resolution Request
		<input type="checkbox"/>	Ordinance Request
		<input checked="" type="checkbox"/>	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

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

Committee/Individual Sponsoring: Finance and Human Resources Committee

Date Considered by Committee: 5/8/2024 Date of County Board Meeting to be Introduced: _____

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

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

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Racine County 2023 Annual Emergency Procurement Report – 2024 – Report

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.

To: Finance and Human Resources Committee

Date: May 8, 2024

Re: **2023 Emergency Procurement Report**

In compliance with Section 7-303e of the Racine County Code of Ordinances, I am hereby notifying you of the emergency procurement purchases that occurred during the year 2023.

1. Sheriff's Office, Jail – Commercial Washing Machine **\$ 34,397.68**
02/07/23 Replace 2 of the 3 washing machines that were end of life and unrepairable.
Replaced by Alliance Laundry PO #20230056
Source of Funds: 23E01 - Completed Capital

2. Facilities Management – Boiler Repair at RCDKSC **\$ 18,960.00**
02/21/23 Repair boilers at RCDKSC
Repair done by Northern Mechanical. PO #20230070
Source of Funds: 22B09- Boiler Study Project Excess Funds

3. Facilities Management – Replace Pool Motors at SCJ Aquatic Center **\$ 22,000.00**
03/03/23 Replace failed motors.
Replaced by ASC Pumping Equipment Contract #3729
Source of Funds: 23E02 – Completed Capital

4. Sheriff's Office, Jail – Replace Electric Combi Oven **\$ 46,559.67**
03/09/23 Replace oven end of life and cannot be repaired.
Replaced by Aramark Correctional Services. PO #20230086
Source of Funds: 23E03 – Completed Capital

5. Medical Examiner's Office – Purchase Chrysler Pacifica **\$ 44,005.00**
04/14/23 Purchase of vehicle for decedent transportation
Purchased from Palmen Motors. PO#20230121
Source of Funds: 23E04 – Completed Capital

6. Public Works – Rooftop A/C unit **\$ 55,358.00**
07/14/2023 HVAC unit parts and service for Ives building
Purchased and installed by All Pro Mechanical. PO#20230194
Source of Funds: 23E05 – Completed Capital

7. Facilities Management – Rental of portable chillers **\$ 54,212.28**
08/11/23 – Rental for failed chillers at LEC
Rental provided by Trane PO#20230210
Source of Funds: 23E06 – Insurance Reimbursement

- 8. Public Works – Fence installation along railroad tracks **\$ 16,872.00**
10/24/23 – Bike-trail railroad crossing installed fence
Installed by Century Fence PO#20230245
Source of Funds: 3316200.471095- Parks Paving Account

- 9. Public Works – Shoulder repair at CTH V **\$ 24,471.00**
12/07/23 – Repair shoulder damage from vehicles viewing the holiday train
Repaired by Payne & Dolan PO#20230262
Source of Funds: 460280. 489000.RD438- “V”- K to G”, Project Excess Funds

Documentation for each emergency procurement notification is retained on file within the Racine County Finance Department – Purchasing Division

REQUEST FOR COUNTY BOARD ACTION

YEAR	<u>2024</u>	<input type="checkbox"/>	Resolution Request
		<input type="checkbox"/>	Ordinance Request
		<input checked="" type="checkbox"/>	Information Only

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

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

Committee/Individual Sponsoring: Finance and Human Resources Committee

Date Considered by Committee: 5/8/2024 Date of County Board Meeting to be Introduced: _____

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

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

Signature of Committee Chairperson/Designee: _____

SUGGESTED TITLE OF RESOLUTION/ORDINANCE/REPORT:

Update on ARPA Funds - Information Ony

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.

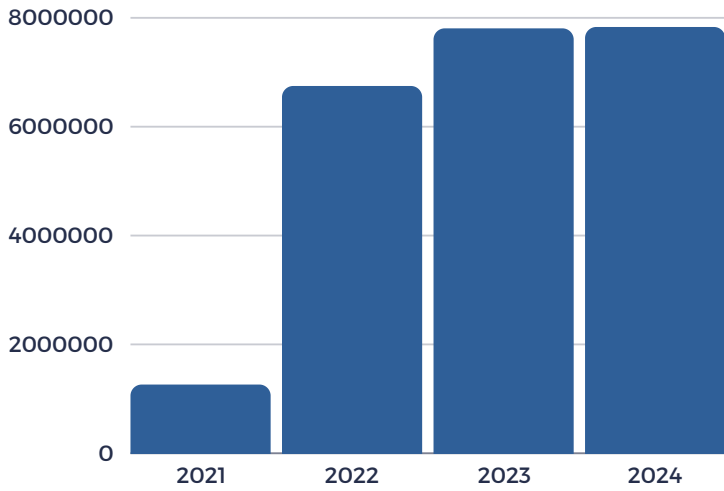
If requesting a multi year contract a copy of the contract or draft contract must be attached

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.

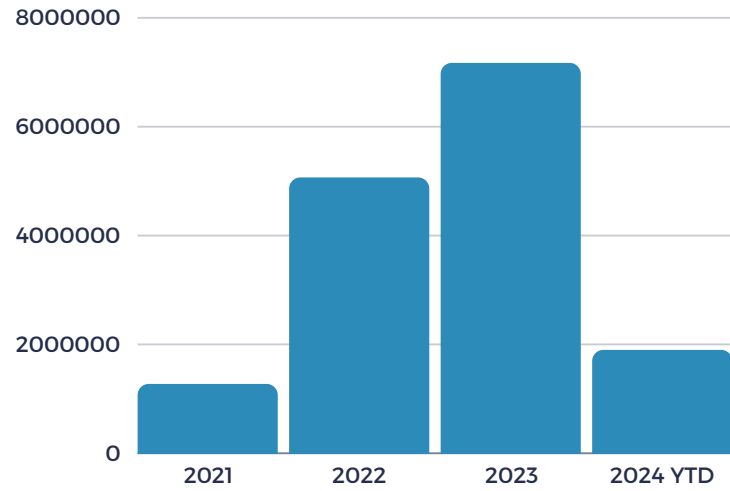
THIS FORM MUST BE FILLED OUT COMPLETELY PRIOR TO YOUR APPEARANCE BEFORE A COMMITTEE.

ARPA

Obligations (through budget and resolution) each year, not including the mental health building



Actual expenses each year. Unused budget swept back into pot or carried forward



Unused (and deobligated) budget at end of 2023
\$1.8 million

Breakdown of the projects making up the full \$38.1 million allocation

