

RESOLUTION NO. 2011-37

RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE AUTHORIZING A SUB-GRANT AGREEMENT WITH THE CITY OF RACINE, ACCEPT PARTIAL FUNDING IN THE AMOUNT OF \$27,900.00 AS PART OF YOUTH GANG DIVERSION PROGRAM GRANT FROM THE WISCONSIN OFFICE OF JUSTICE ASSISTANCE AND AUTHORIZING THE TRANSFER OF FUNDS WITHIN THE HUMAN SERVICES DEPARTMENT'S 2011 BUDGET

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

BE IT RESOLVED by the Racine County Board of Supervisors that a Sub-Grant Agreement with the City of Racine to assist in the administration/supervision of a Youth Grant Diversion Program Grant by the Racine County Human Services Department as set forth in Exhibit "A" that is attached hereto and incorporated herein is authorized and approved.

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

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that the acceptance and transfer of funds as set forth in Exhibit "B" that is attached hereto and incorporated herein within the Human Services Department's 2011 budget is authorized and approved.

Respectfully submitted,

1st Reading \_\_\_\_\_

FINANCE AND HUMAN RESOURCES COMMITTEE

2nd Reading \_\_\_\_\_

BOARD ACTION \_\_\_\_\_

Robert N. Miller, Chairman

Adopted \_\_\_\_\_

For \_\_\_\_\_

Against \_\_\_\_\_

Absent \_\_\_\_\_

Mark M. Gleason, Vice-Chairman

VOTE REQUIRED: 2/3's M.E.

Thomas Pringle, Secretary

Prepared by: Corporation Counsel

Gilbert Bakke

Q. A. Shakoor, II

1 Resolution No. 2011-37

2 Page Two

3

4

5

\_\_\_\_\_  
John A. Wisch

6

7

8

\_\_\_\_\_  
Pamela Zenner-Richards

9

10

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

12

**Approved: \_\_\_\_\_**

13

**Vetoed: \_\_\_\_\_**

14

15

**Date: \_\_\_\_\_,**

16

17

18

\_\_\_\_\_  
**James A. Ladwig, County Executive**

19

20

21

**INFORMATION ONLY**

22

**WHEREAS**, the City of Racine received a Youth Gang Diversion Program Grant award from the Wisconsin Office of Justice Assistance; and

24

25

26

**WHEREAS**, the City of Racine will make available \$27,900.00 of said grant monies to the Racine County Human Services Department in order to contract a part-time position that will be a liaison with the educational community, other public agencies and work closely with community organizations and other community-based outreach efforts; and

27

28

29

30

31

**WHEREAS**, said position will also assist in the collection, organization, interpretation and completion of periodic reports and special assignments deemed relevant; and

32

33

34

35

**WHEREAS**, the in-kind match will be provided through time spent by the Youth Division Manager within the Human Services Department.

36

37

AGREEMENT

This Agreement is entered into on the 01 day of July, 2011 by and between Racine County Human Services . hereinafter called "Contractor" and the City of Racine, hereinafter called the "City".

WHEREAS, the City of Racine has received a Youth Gang Diversion Program Grant award (Grant number 2011-023) from the Wisconsin Office of Justice Assistance; and

WHEREAS, the Common council of City of Racine, through adoption of Resolution No. 11--6672 of August 16, 2011, has authorized the Mayor and City Clerk to accept the grant and enter into a sub grant agreement with Contractor for partial funding of Racine County Human Services.

NOW, THEREFORE, the parties mutually agree as follows:

1. **Entitlement Funds.** City will make available up to, but not exceeding, \$27,900 of its Youth Gang Diversion Program Grant award to Contractor for partial funding of the Racine County Human Services. Expenses incurred after July 1, 2011 with in the terms and conditions of this agreement, and within the funding limits of this agreement, are eligible for reimbursement.
2. **Payments.** Said funds will be distributed to Contractor in monthly payments over the term of this Agreement in a manner that reflects expenditures on a cash or accrual basis for the month.
3. **Sole Use of Funds.** Contractor agrees that all funds received pursuant to this Agreement shall be used in accordance with City rules and regulations and said funds shall be used by Contractor to implement the "Youth Gang Diversion" program in accordance with Exhibit A – Scope of Services and Exhibit B – Budget.
4. **Reversion of Assets.** Contractor agrees that upon expiration of the agreement, Contractor shall transfer to City all Youth Gang Diversion funds on hand at the time of expiration and any accounts receivable attributable to the use of these funds. Contractor also agrees that any property under Contractor's control that was acquired or improved in whole or in part with funds is:
  - a. With the permission of City, retained by Contractor and used to meet the Youth Gang Diversion objectives for such a period of time as agreed to between City and Contractor; or
  - b. Transferred to City for disposition in accordance with the Youth Gang Diversion program regulations; or
  - c. Disposed of in a manner which results in City's being reimbursed in the amount of the current fair market value of the property less any portion thereof attributable to expenditures of Youth Gang Diversion Program funds for acquisition of, or improvement to, the property.
5. **Access to Books.** Contractor agrees to maintain, make available and provide access to all books, documents, papers and records relating to this agreement to City, the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of making audits, examinations, excerpts and transcriptions therefore.
6. **General Conditions.** Contractor agrees to comply with the following conditions:
  - a. All procurement transactions, whether negotiated or competitively bid and with our regard to dollars value, shall be conducted in a manner so as to provide a maximum open and free competition.
  - b. Sole source procurement requests must be submitted to City for review and approval.
  - c. To be allowable, costs must be paid or obligated for services during the grant period. If obligated by the end of the grant period, Contractor must make payment within 30 days of the grant period's ending date.
  - d. Amounts charged to the grant for personnel must be supported by time and attendance records for individual employees. And contractors. Records must be prepared at least monthly, must coincide

with pay periods, and amount of time dedicated to the grant project. Records must be maintained in a form that, at any given time, and auditor, representative of the City, or representative of the Office of Justice Assistance would be able to identify the use of the grant funds.

- e. The Wisconsin Legislature's stated purpose for these grant funds is to divert youth from gang activities. Therefore, recipients of these public funds shall not permit participants to wear any gang related or identified clothing, jewelry, symbols, visible gang tattoos, or any other items that promotes, glamorizes or recognizes gangs. Gang signs, signing an, hand otherwise, shall be prohibited. We strongly suggest a written policy be developed and adopted by Why Gangs to ensure compliance with these requirements.
7. **Monthly Reports.** Contractor agrees to submit to City, within 10 days following the end of each month, a monthly narrative activity report and a financial report detailing the expenditure of funds provided to contractor hereunder. Such report shall be in a format acceptable to the City Finance Director and the Mayor.
8. **Reversion of Assets.** Contractor agrees that upon termination or expiration of the Agreement, Contractor shall transfer to City to City all funds on hand at that time as well as any accounts receivable attributable to the use of OJA Gang Diversion fund.
9. **Retention of Records.** Contractor agrees to retain all records relating to this Agreement for no less than three years following the final payment under this Agreement.
9. **Insurance.** Contractor agrees to obtain and maintain in force during the term of this Agreement, general liability insurance coverage in the minimum amount of \$500,000 combined single limit coverage, and Worker's Compensation coverage for statutory limits. Such coverage's shall be evidenced by a Certificate of Insurance or Policy Endorsement page filed with the Department of City Finance, and shall provide that no cancellation, termination or material changes thereto shall be made without at least 30 days advance notice to City.
10. **Termination of Agreement for Cause.** Contractor agrees that if, through any cause, Contractor shall fail to fulfill its obligations under this Agreement in a timely and proper manner, if Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, City shall thereupon have the right to terminate this agreement by giving written notice of such termination to Contractor and specifying the effective date of such termination.
11. **Interest of Members of the City of Racine and Others.** No officer, agent, or employee of City and no member of its governing body, and no other public official of the governing body who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this contract or proceeds thereof.
12. **Interest of Board of Directors.** No member of the Board of Directors and no officer who serves on the Board of Directors of Contractor shall participate in any contract or other matter relating to the receipt of funds hereunder by which such person would derive any direct or indirect pecuniary or personal interest.
13. **Severability Clause.** The provisions of the Agreement are severable and if for any reason a clause, sentence, paragraph, or other part of the Agreement shall be determined to be invalid by a court or federal or state agency, board, or commission having jurisdiction over the subject matter thereof, such validity shall not affect other provisions which can be given effect without the invalid provision.
14. **Agreement Continues.** This Agreement is binding on the successors and assigns of the parties hereto.
15. **Terms of Agreement.** This Agreement shall be in force and effect from the date first stated above until June 30, 2012 unless extended upon agreement of both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Racine, Wisconsin on the date stated above.

CONTRACTOR: Racine County Human Services.

By: \_\_\_\_\_ Title  
County Executive

By: \_\_\_\_\_ Title  
Witness

CITY OF RACINE:

\_\_\_\_\_  
John Dickert  
Mayor

\_\_\_\_\_  
Janice Johnson-Martin  
City Clerk

COUNTERSIGNED:  
Provision has been made to pay the liabilities that will accrue under this Agreement.

\_\_\_\_\_  
City Finance Director  
Dave Brown

Approved as to Form:

\_\_\_\_\_  
City Attorney  
Robert Weber

