



AGENDA
HEALTH AND HUMAN SERVICES COMMITTEE
HUMAN SERVICES BOARD
REGULAR MEETING
TUESDAY, MAY 24, 2022 – 8:00 AM
ADMINISTRATION CENTER - AUDITORIUM
121 W MAIN STREET, PORT WASHINGTON, WI 53074

The public can access the meeting by viewing the live stream at the link which will be opened five minutes before the call to order:

[Health & Human Services Committee / Human Services Board Live Stream](#)

The public can submit comments here: [Public Comment Form](#)

[Public Comment Policy](#) & [Instructions for Submitting Public Comments Online](#)

1. CALL TO ORDER

Roll Call

2. PROPER NOTICE

3. STAFF AND COMMITTEE INTRODUCTIONS

4. HEALTH AND HUMAN SERVICES COMMITTEE VERSUS HUMAN SERVICES BOARD

5. NEXT MEETING DATE

Set Meeting Day and Time

6. PUBLIC COMMENTS/CORRESPONDENCE/COMMUNICATIONS

7. APPROVAL OF MINUTES

- a. March 22, 2022

HUMAN SERVICES BOARD

8. PUBLIC HEARING

The Human Services Board of Ozaukee County will conduct a 2nd public hearing regarding its Community Development Block Grant – CLOSE funded projects, which include the Renovation of Lasata Heights Senior Apartments, and ADA Improvements at the Parks.

- a. An update on the status of the Community Development Block Grant (CDBG) project is provided, including an overview of project activities completed to date, and activities remaining to be completed.
- b. An update on the status of residential and/or business displacement and relocation assistance activities required as a result of the CDBG project was provided.
- c. The public attending this meeting are offered an opportunity to provide input and feedback on the CDBG project activities.

9. ACTION ITEMS:

- a. Subrecipient Agreement between Ozaukee County and Advocates of Ozaukee - CDBG CV

HEALTH & HUMAN SERVICES COMMITTEE

10. CONFIRM APPOINTMENT OF A VOLUNTEER COUNTY BOARD SUPERVISOR TO THE MARSH COUNTRY HEALTH ALLIANCE COMMISSION**11. LASATA CAMPUS****a. Discussion Items:**

1. Campus Administrator Transition

b. Management/Financial/Informational Reports

1. Lasata Campus Reports

12. VETERANS SERVICES OFFICE**a. Management/Financial/Informational Reports**

1. Veterans Services Report

13. PUBLIC HEALTH**a. Action Items:**

1. Increase of Revenue Budget Amendment Wisconsin Department of Natural Resources 2022 Wisconsin Beach Monitoring Program Grant
2. Creation of Deputy Director Eliminating the Health Strategy Director and the Community Health Director Positions

b. Management/Financial/ Informational Reports

1. Public Health Report

14. HUMAN SERVICES**a. Action Items:**

1. Supplemental Appropriation Budget Amendment to Purchase Carpeting

b. Management/Financial/Informational Reports

1. HS/ADRC/Aging Financial Report

15. ADJOURNMENT

A quorum of members of committees or the full County Board of Ozaukee County may be in attendance at this meeting for purposes related to committee or board duties, however, no formal action will be taken by these committees or the board at this meeting.

Persons with disabilities requiring accommodations for attendance at this meeting should contact the County Clerk's Office at 262-284-8110, twenty-four (24) hours in advance of the meeting.

Health and Human Services Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	May 24, 2022
DEPARTMENT:	County Clerk
DIRECTOR:	Julie Winkelhorst
PREPARER:	Julie Winkelhorst

Agenda Summary March 22, 2022

[<https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/ 03222022-3054>](https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/03222022-3054)

Health and Human Services Committee

AGENDA INFORMATION SHEET

AGENDA DATE: May 24, 2022
DEPARTMENT: Administrator
DIRECTOR: Jason Dzwinel
PREPARER: Julie Winkelhorst

Agenda Summary Public Hearing Notice

ATTACHMENTS:

- Human Services Board_Public_Hearing_Notice_5-24-2022 (PDF)

PUBLIC HEARING NOTICE

Ozaukee County
Administration Center – Auditorium
121 W Main St, Port Washington, WI 53074
May 24th, 2022
8:00 AM

The Human Services Board of Ozaukee County will conduct a 2nd public hearing regarding its Community Development Block Grant – CLOSE funded projects, which include the Rennovation of Lasata Heights Senior Apartments, and ADA Improvements at the Parks. The public is invited to attend to learn about the CDBG – CLOSE program progress, and to comment on the activities funded by the CDBG program.

The agenda for the public hearing is:

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1. An update on the status of the Community Development Block Grant (CDBG) project is provided, including an overview of project activities completed to date, and activities remaining to be completed.
 2. An update on the status of residential and/or business displacement and relocation assistance activities required as a result of the CDBG project was provided.
 3. The public attending this meeting are offered an opportunity to provide input and feedback on the CDBG project activities.

Residents of Ozaukee County are encouraged to attend, especially residents with low to moderate incomes.

The meeting room is handicapped accessible.

Persons needing additional accommodations should contact The County Clerk's Office via telephone at (262) 284-8110, or via email: jwinkelhorst@co.ozaukee.wi.us.

Health and Human Services Committee

AGENDA INFORMATION SHEET

AGENDA DATE: May 24, 2022
DEPARTMENT: Administrator
DIRECTOR: Jason Dzwinel
PREPARER: Jason Wittek

Agenda Summary Subrecipient Agreement between Ozaukee County and Advocates of Ozaukee - CDBG CV

BACKGROUND INFORMATION: Please find attached the DRAFT Subrecipient Agreement between Ozaukee County and Advocates of Ozaukee for your review/approval.

The County Board authorized the Human Services Board to approve the Subrecipient Agreement between Ozaukee County and Advocates of Ozaukee to implement the construction (renovation) and 1-year of operations of the existing Domestic Abuse Shelter. Currently, the Shelter is operated by Advocates, and the property is owned by Ozaukee County. Currently, there is a 30-year lease (2008) between Advocates and Ozaukee County for the continual operation of the Shelter. Attached is the draft subrecipient agreement.

ANALYSIS: The County Administrator's Office has worked with attorney's from Von Briesen through the Wisconsin County's Association to ensure that the County's liability is safeguarded through the subgrantee agreement.

The subgrantee agreement will detail all aspects of grant administration and facility operations. Including terms on:

- Administering and documenting the CDBG Grant and adherence to the project budget
- Staffing - requiring Advocates to provide all personnel
- Reporting and Performance Monitoring:
 - Grant financial reporting requirements
 - Operational and ongoing financial reporting
 - Annual audit requirements
- Insurance and Bonding requirements
- A requirement to operate the facility as a Shelter for a period of 15 years following the initial grant period of 7 years
 - A deed restriction was deemed unnecessary, as the County already owns the property, and has an existing 30-year lease agreement with Advocates.

There is some risk to the county due to the CDBG grant requirement that the facility remain operational, as a Shelter, for the 7 year grant period. This risk is viewed to be minimal because Advocates currently operates the Shelter already, and has an established track record working with Ozaukee County. No escrow agreement was required either, as was the case with Family Promise.

FISCAL IMPACT:

Balance Current Year: \$1,000,000 Next Year's Estimated Cost:

FUNDING SOURCE:

County Levy: \$0 Non-County Levy: \$1,000,000 Indicate source: CDBG CV funds

RECOMMENDED MOTION: Approve Subrecipient Agreement between Ozaukee County and Advocates of Ozaukee.

ATTACHMENTS:

- Advocates of Ozaukee_DRAFT_Subrecipient Agreement revisions 5.3.22 (PDF)
- 2008 shelter lease (002) (PDF)

SUBRECIPIENT AGREEMENT

AGREEMENT BETWEEN OZAUKEE COUNTY AND ADVOCATES OF OZAUKEE, INC. FOR CDBG-CV YEAR 2022

THIS SUBRECIPIENT AGREEMENT, entered as of the date of the last party to sign and date below, by and between OZAUKEE COUNTY (herein called the “Grantee”) and ADVOCATES OF OZAUKEE, INC. (herein called the “Subrecipient”).

WHEREAS, the United States Government, through the Housing and Community Development Act of 1974, as amended (HCDA), has established the Community Development Block Grant (CDBG) Program and has allowed each State to elect to administer CDBG funds for its non-entitlement areas, subject to certain conditions;

WHEREAS, CDBG funding has been authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) Public Law 116-136, to respond to the effects of the coronavirus health crisis;

WHEREAS, the State of Wisconsin (State) received funding pursuant to the CARES Act, and on behalf of the State, the Wisconsin Department of Administration administers the Community Development Block Grant Coronavirus program (CDBG-CV) to prevent, prepare for, and respond to the coronavirus health crisis and to provide funds for eligible activities;

WHEREAS, the Grantee has applied for a CDBG-CV grant, and the State has approved an award to the Grantee to receive funds from the CDBG-CV program in the amount of \$1,000,000.00 for eligible activities (the Grant);

WHEREAS, the Grantee has entered into a Grant Agreement with the State’s Department of Administration dated _____, 2022 (Grant Agreement);

WHEREAS, pursuant to the Grant Agreement, Grantee is authorized to use the CDBG-CV grant funds for those eligible activities described in Attachment A, Scope of Services (the “Scope of Services”);

WHEREAS, the Subrecipient has proposed to prevent the spread of coronavirus by helping to provide shelter and services for battered spouses in Ozaukee County, which is at-risk of spreading the coronavirus and also at high-risk to be infected by the disease;

WHEREAS, the Subrecipient is a 501(c)(3) nonstock, nonprofit corporation that works to rebuild lives with compassion by providing resources and services to individuals and families of domestic violence in Ozaukee County; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in so utilizing such funds by entering into this Subrecipient Agreement (Agreement).

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Subrecipient will be responsible for administering a CDBG-CV Year 2022 CARES Act Program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds, including all such terms and conditions of the Grant Agreement, a copy of which the Subrecipient acknowledges receiving and reviewing. Such program is described in Attachment A, Scope of Services, which is incorporated herein by reference and will include activities eligible under CDBG-CV. Changes to the Scope of Services shall be by written agreement of both the Grantee and Subrecipient.

B. Staffing

The Subrecipient shall supply or provide for all the necessary personnel, equipment and materials to accomplish the tasks set forth in the attached Scope of Services and Budget.

A list of staff, including key personnel, and time commitments to be undertaken in conjunction with the Scope of Services is provided in Attachment B, Staffing, which is incorporated herein by reference.

Any changes in the key personnel assigned or their general responsibilities under this Agreement are subject to the prior approval of the Grantee.

C. Performance Monitoring

The Grantee will monitor the performance of the Subrecipient against goals and performance standards. Substandard performance as determined by the Grantee in its sole discretion will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, Agreement suspension or termination procedures will be initiated.

Additional information on what the Grantee may monitor is included in Attachment C, Performance Monitoring, which is incorporated herein by reference.

II. TIME OF PERFORMANCE

The Grant Agreement provides that performance may begin effective **May** TBD, 2022. Accordingly, Scope of Services of Subrecipient shall start on **May** TBD, 2022, and end on TBD, 2029. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG-CV funds or other CDBG-CV assets, including program income. The term of this Agreement and the provisions herein may be further extended by mutual agreement in writing to cover any additional time period consistent with the Grant requirements. Such extension may be based upon remaining initial funding under this Agreement or funding which Subrecipient remains in control of from CDBG-CV funds or other CDBG-CV assets, including program income. A schedule of performance is shown on Attachment D, Performance Schedule, which is incorporated herein by reference.

III. BUDGET

The budget is attached as Attachment E, Budget, which is incorporated herein by reference. Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the Grantee may require a more detailed budget breakdown than the one contained herein, and the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content reasonably prescribed by the Grantee. Any amendments to the budget shall be approved in writing by both the Grantee and the Subrecipient.

IV. PAYMENT

It is expressly agreed and understood that the total amount to be paid by the Grantee under this Agreement shall not exceed the amount shown on the Budget at Attachment E. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III, herein, or otherwise in accordance with the Budget if no such specified line items budgets are identified, and in accordance with performance monitoring, as well as the timing and terms pursuant to Paragraph II, and as shown on Attachment D, Performance Schedule.

Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.

Payments to subrecipient are contingent upon receipt of appropriate funds by Grantee pursuant to the Grant Agreement.

V. NOTICES

Except as otherwise provided herein (e.g. for Subrecipient notices of termination), notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Communication and details concerning this Agreement shall be directed to the following Agreement representatives:

Grantee

Jason Dzwinel
Title: County Administrator
Ozaukee County
Address: 121 W. Main Street
Port Washington, WI 53074
262.284.9411
Email: jdzwinel@co.ozaukee.wi.us

Subrecipient

Barb Fischer
Title: Executive Director
Advocates of Ozaukee, Inc.
4105 County Highway O
Saukville, WI 53080
262.284.3577
Email: execdir@advocates-oz.org

VI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Subrecipient does not assume the Grantee's environmental responsibilities described in 24 CFR §570.604 and (2) the Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 52. The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement, including the CARES Act. The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the Scope of Services called for in this Agreement.

D. Indemnification

Subrecipient shall indemnify, defend, and hold harmless Grantee, its officers, agents and employees from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Subrecipient and/or its agents, employees or sub-contractors, excepting only loss, injury or damage determined to be solely caused by the willful misconduct of personnel employed by the Grantee. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Grantee. Subrecipient shall reimburse the Grantee for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Subrecipient is obligated to indemnify, defend and hold harmless the Grantee under this Agreement and for any reasonable attorney fees incurred by Grantee to enforce this provision.

E. Workers' Compensation

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement.

F. Insurance & Bonding - Generally

Subject to the specific insurance requirements in subparagraph G, below, the Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the Grantee.

The Subrecipient shall comply with the bonding and insurance requirements of 2 CFR §200.326 (Bonding Requirements), 2 CFR §200.310 (Insurance Coverage), and 2 CFR §200.447 (Insurance & Indemnification).

G. Insurance Requirements – Specifically

Prior to commencement of this Agreement, Subrecipient shall provide a “Certificate of Insurance” certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, Subrecipient, upon request, shall provide a certified copy of the policy or policies.

All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's County Administrator.

Without limiting Subrecipient's duty to indemnify, Subrecipient shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

1. Commercial General Liability Insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000.00 per occurrence.
2. Business Automobile Liability Insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$500,000.00 per occurrence.

H. Grantee Recognition

The Subrecipient shall promote recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

I. Amendments

The Grantee and Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the Human Services Board of the Grantee. Such amendments shall not invalidate this Agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this Agreement, without Subrecipient's signature, to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, Scope of Services, or schedule of the activities to be undertaken as part of this Agreement, such modifications shall be incorporated only by written amendment signed by both Grantee and Subrecipient.

J. Suspension or Termination

In accordance with 2 CFR §§ 200.339 and 200.40, the Grantee may suspend or terminate this Agreement if the Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to) any of the following:

1. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
2. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
3. Ineffective or improper use of funds provided under this Agreement; or
4. Submission by the Subrecipient to the Grantee reports that are incorrect or incomplete in any material respect and that Subrecipient fails to correct within seven days after receipt of written notice of such incorrect or incomplete report.

In accordance with 2 CFR 200 Appendix II (B), this Agreement may also be terminated for convenience by either the Grantee or the Subrecipient, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the Grantee determines that the remaining portion of the award Grant will not accomplish the purpose for which the award Grant was made, the Grantee may terminate the award Grant in its entirety.

In the event of termination by the Subrecipient, prior notice shall be required. Specifically, the Subrecipient may terminate this Agreement as described above in this paragraph J only upon delivering advance written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than 12 months prior to the effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of Subrecipient's termination.

VII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR §200.302 – Financial Management and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E – Cost Principles. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record Keeping

1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in 2 CFR §200.334 (Retention Requirements for Records) and 24 CFR §570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records required to determine the eligibility of activities;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR §570.502, and 2 CFR §200.302 and other relevant provisions of 2 CFR 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Retention

The Subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the Grantee's annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to Grantee monitors or their designees for review upon request.

4. Disclosure

The Subrecipient understands that client information collected under this Agreement is private and the use or disclosure of such information, when not directly connected with the

administration of the Grantee's or Subrecipient's responsibilities with respect to services provided under this Agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the Subrecipient has control over CDBG-CV funds, including program income.

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the Grantee, grantor agency (including the U.S. Department of Housing and Urban Development and the Wisconsin Department of Administration), and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200 Subpart F – Audit Requirements.

C. Reporting and Payment Procedures

1. Program Income

The Subrecipient shall report on a quarterly basis all program income (as defined at 24 CFR §570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR §570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Grantee.

2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee. Any indirect costs must be consistent with 2 CFR 200 Appendix II Subpart E – Cost Principles.

3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, and not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for reasonable and actual costs incurred by the Grantee on behalf of the Subrecipient. In no case shall reimbursement payments of eligible expenses exceed Subrecipient's allocation of grant funds or shall Grantee be obliged to make payments pursuant to this Agreement from funds other than those received by Grantee pursuant to the Grant Agreement.

4. Progress Reports

The Subrecipient shall submit regular Progress Reports to the Grantee in the form, content, and frequency as reasonably required by the Grantee.

D. Procurement

1. Compliance

Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR §§ 200.317 to 200.326 – Procurement Standards and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, materials, etc.) shall revert to Grantee upon termination of this Agreement.

2. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside Ozaukee County to be funded with funds provided under this Agreement and must be consistent with the requirements of 2 CFR §200.475 – Travel Costs.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR §200.311(c) and 24 CFR §570.502, §570.503, and §570.504, as applicable, which include but are not limited to the following:

1. The Subrecipient shall transfer to the Grantee any CDBG-CV funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
2. Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR §570.208 for a period of fifteen (15) years following termination of this Agreement. If the

Subrecipient fails to use CDBG-CV-assisted real property in a manner that meets a CDBG National Objective for that prescribed period of time, the Subrecipient shall either (1) pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-CV funds for acquisition of, or improvement to, the property; or (2) transfer title for such real property to Grantee. Any such payment shall constitute program income to the Grantee.

3. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR §570.606(b); (b) the requirements of 24 CFR §570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR §570.606(d) governing optional relocation policies. The Grantee may preempt the optional policies. The Subrecipient shall provide relocation assistance to displaced persons as defined by 24 CFR §570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Subrecipient agrees to comply with Ozaukee County and State of Wisconsin civil rights laws and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Subrecipient agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR

§570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Land Covenants

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR §570.601 and §570.602. In addition, this Agreement is subject to the reversionary clause contained in Article VIII, Paragraph E.2. above. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, if applicable, the Subrecipient shall cause or require the following covenants or transfer restrictions running with the land to be inserted in the deed or lease for such transfer, and the Subrecipient shall also ensure that the following such covenants or transfer restrictions are inserted in the deed for any real property Subrecipient acquires with the use of funds pursuant to this Agreement before closing and taking title to such property:

- (a) A covenant prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants.
- (b) A covenant/transfer restriction including a reversionary clause consistent with the terms and conditions found in Article VIII, Paragraph E.2., above.

The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenants and transfer restrictions, and will not itself so discriminate.

The Subrecipient shall obtain advance written approval from Grantee of the specific language of the covenants and transfer restrictions to be included on the deed for any real property acquired by Subrecipient with the use of funds pursuant to this Agreement.

4. Section 504

The Subrecipient agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Hiring Practices

1. Women- and Minority-Owned Businesses (W/MBE)

Subrecipient will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. §632). "Minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group

members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

2. Access to Records

Subrecipient shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by Grantee, the State of Wisconsin Department of Administration, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

3. Notifications

Subrecipient shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the Subrecipient's contracting officer, advising the labor union or worker's representative of Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. Equal Employment Opportunity Statement

Subrecipient shall, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, state that it is an Equal Opportunity employer.

5. Subcontract Provisions

Subrecipient shall include the provisions of Paragraphs X. A, Civil Rights, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for any of the following: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. §327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. §874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation that

demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreements and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

3. “Section 3” Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR Part 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability or legal incapacity exists that would prevent compliance with these requirements.

The Subrecipient further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within

the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low and very low-income residents within the service area or the neighborhood in which the project is located, and to low and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other disability or legal incapacity exists that would prevent compliance with these requirements.

b. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Subrecipient shall include this Section 3 clause in every approved subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Subrecipient shall not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and shall not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

2. Subcontracts

a. Approvals

The Subrecipient shall not enter into any subcontracts with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement.

b. Monitoring

The Subrecipient shall monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR §200.112 and 24 CFR §570.611, which include (but are not limited to) the following:

- a. The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in

any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the Subrecipient, or any designated public agency.

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and
- c. It shall require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to

reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Subrecipient agrees that funds provided under this Agreement shall not be utilized for inherently religious activities prohibited by 24 CFR §570.200(j), such as worship, religious instruction, or proselytization.

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., §7401, *et seq.*;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., §1251, *et seq.*, as amended, Section 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. §4001, *et seq.*), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR §570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

XIII. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

XIV. WAIVER

The Grantee's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Grantee to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

XV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the Grantee and the Subrecipient for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Grantee and the Subrecipient with respect to this Agreement.

XVI. CHOICE OF LAW AND VENUE

In the event of a dispute, this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin and federal law and regulations, to the extent applicable. The venue for any dispute shall be Ozaukee County, Wisconsin.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

GRANTEE: OZAUKEE COUNTY

SUBRECIPIENT: ADVOCATES OF OZAUKEE, INC.

By: _____
Title: Chief Elected Official or Executive Officer

By: _____
Title: _____

Attest: _____
Title: County Clerk or _____

REVIEWED AS TO FISCAL PROVISIONS:

By: _____
Title: Finance Officer or _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Title: Corporation Counsel or _____

ATTACHMENT A

SCOPE OF SERVICES

Program Delivery and Core Services

- Activity #1 Subrecipient to construct a 2,700 square foot expansion that requires the demolition of a main floor bathroom to create a hallway to the addition that will include an ADA bathroom, bedroom, laundry room and family/children's center. This space will provide the room needed to continue to accommodate the maximum number of victim households during Covid and other types of health emergencies. Costs include: Architectural/engineering costs: \$71,500; Shelter space current upgrading electrical and adding sprinklers to existing space: \$266,000; Shelter space addition: \$582,500; Fixtures \$10,000; Furnishings \$14,000; Increased Staffing \$56,000: Total - \$1,000,000.00
- Activity #2 Grant funds provided under this Agreement to provide for 1 year of operating budget, including related staffing.
- Activity #3 Subrecipient to otherwise ensure full compliance with all material terms and provisions of Grant Agreement.

General Administration

The Subrecipient certifies that the following general administrative services will be performed in support of the activities noted above: Recordkeeping, Financial Management, and submission of all documentation required for submittal by the Grantee to DEHCR as stipulated in Attachment D Performance Schedule in a timely manner.

National Objectives

All activities funded with CDGB-CV funds must meet one of the CDBG program's National Objectives as defined in 24 CFR §570.208.

The Subrecipient certifies that the activities carried out under this Agreement will meet the following HUD National Objective: Benefit to Low and Moderate-Income Persons – Limited Clientele – HUD presumed group: Battered Spouse.

Description of how National Objective will be met: Through the expansion and construction and implementation of a Domestic Abuse Shelter that meets the criteria for the Limited Clientele groups as outlined by HUD, as it exclusively benefits a generally presumed by HUD group to be principally low and moderate-income persons; which are Battered Spouses in need of emergency shelter.

Levels of Accomplishment – Goals and Performance Measures

The levels of accomplishment may include such measures as units rehabbed, persons or households assisted, or meals served, and should also include time frames for performance.

During the Term of this Agreement, the Subrecipient agrees to provide the following levels of

program services to the extent of need within the Ozaukee County community, but in no event less than as required by HUD National Objectives, CDBG-CV and the Grant Agreement:

<u>Activity</u>	<u>Units per Month</u>	<u>Total Units/Year</u>
Domestic Violence Shelter		

[NOTE: Units are equal to rooms available per day, i.e. 8 room available per day would be equal to 56 units per week.]

ATTACHMENT B

STAFFING

Key Personnel

Position / Title	Name

Staffing

Position	Name	Percent Time ¹	Hourly Rate	COST

¹ The percent of time should reflect the ratio of estimated time spent on this CDBG-CV program/project divided by the total hours worked annually.

ATTACHMENT C

PERFORMANCE MONITORING

The following is a partial listing of the areas that the Grantee may monitor to ensure Subrecipient compliance with the Subrecipient Agreement and all referenced and/or applicable laws and regulations. The items listed below represent some, but not all, of the items that the County may examine:

- Record Keeping Systems (24 C.F.R. §570.506)
 - Overall filing system – Can the required records be quickly and easily found
 - Contractor bonding and insurance
 - National Objective - Do files have the necessary back up documentation to verify beneficiary eligibility for the National Objective the activity is meeting
- Financial Management Systems
 - Did Subrecipient expend \$750,000 or more in Federal funds (from all sources) during the Subrecipient's last fiscal year?
 - If yes, was an Independent Audit prepared?
 - If yes, the County will need a copy for its records.
 - If no, the County will need to know why one was not prepared.
- Procurement & Bonding
 - Procurement Procedures
 - Conflict of Interest
- Non-Discrimination and Actions to Further Fair Housing

**ATTACHMENT D
PERFORMANCE SCHEDULE**

Submit the following documentation required for the Grantee to submit to DEHCR: **TBD After
Signed Grant Agreement Between County and DECHR**

ATTACHMENT E

BUDGET

PROJECT BUDGET & MATCHING FUNDS

CONTRACT #:

(enter only after award)

GRANTEE: Ozaukee County

DATE: 2 / 4 / 22

ACTIVITY	CDBG FUNDS	MATCH FUNDS (if applicable)	TOTAL COSTS (by Activity)
Acquisition - Land	\$ -	\$ -	\$ -
Acquisition - Building(s)	\$ -	\$ -	\$ -
Building Improvements	\$ 848,500.00	\$ -	\$ 848,500.00
Center/Facility Construction	\$ -	\$ -	\$ -
Clearance - Site	\$ -	\$ -	\$ -
Homeless/Transitional Housing	\$ -	\$ -	\$ -
Rental/Mortgage Assistance	\$ -	\$ -	\$ -
Microenterprise Assistance	\$ -	\$ -	\$ -
Job Creation/Retention Business	\$ -	\$ -	\$ -
Food Pantry Service	\$ -	\$ -	\$ -
Employment Services	\$ -	\$ -	\$ -
Health Services	\$ -	\$ -	\$ -
Increased Staff Wages & Benefits	\$ 56,000.00	\$ -	\$ 56,000.00
Maintaining Facility for Public Safety	\$ -	\$ -	\$ -
Other (specify)	\$ -	\$ -	\$ -
Other (specify)	\$ -	\$ -	\$ -
Fixtures	\$ 10,000.00	\$ -	\$ 10,000.00
Furnishings	\$ 14,000.00	\$ -	\$ 14,000.00
Engineering/Architecture	\$ 71,500.00	\$ -	\$ 71,500.00
Administration	\$ -	\$ -	\$ -
Sub-Total(s):	\$ 1,000,000.00	\$ -	\$ 1,000,000.00

Continued on the next page.

LEASE AGREEMENT

BY THIS AGREEMENT MADE and entered into on the 11th day of December, 2008, between **OZAUKEE COUNTY**, herein referred to as "Lessor," and **ADVOCATES, INC.**, herein referred to as "Lessee." Lessor leases to Lessee the dwelling house, guest house and garage located in Saukville, Wisconsin, such buildings are further identified in the attached drawing as Attachment A. The dwelling house is designated "DH," the guest house is designated "GH," the garage designated "GAR," all located in the Town of Saukville, County of Ozaukee, State of Wisconsin, together with all appurtenances, for a term of thirty (30) years, to commence on 12/11, 2008 and end on 12/11, 2038. A full legal description is attached.

Section 1

Rent. Lessee will pay to Lessor as rent the total sum of One Dollar (\$1.00) for the rental period of thirty (30) years.

Section 2

Use of Premises. The premises subject to this lease shall be used only in accordance with the Deed Restrictions which originally transferred the property in 1988 and which are attached as Attachment B, annexed hereto and made a part of this contract. All of those restrictions apply to both parties.

Section 3

Assignment. There shall be no assignment of this lease without prior written consent of Lessor, nor shall Lessee without consent of Lessor sublet or grant any concession or license to use the premises or any part thereof, nor shall Lessor enter into an agreement with any third party for the providing of housing for nonresidents of Ozaukee County without such prior consent of Lessor, except in case of emergency.

Section 4

Alterations and Improvements. Lessee shall not make alterations to the buildings or construct any building or make any improvements without prior written consent of the Lessor. Any such changes which may be made by Lessee, with the exception of fixtures that may be removed without damage to the premises and movable personal property, shall be the property of the Lessor and remain on the premises at the expiration or termination of this lease unless otherwise provided for by written agreement between the parties.

Section 5

Dangerous Materials. Lessee shall not keep or have on the leased premises any article or thing of a dangerous, flammable or explosive nature that might unreasonably increase a danger that may be considered hazardous or extra hazardous by any insurance company.

Section 6

Utilities. Lessee shall be responsible for arranging and paying for all utility services required on the premises.

Section 7**Maintenance and Repair.****A. Lessor's Responsibility:**

Lessor is responsible only for the maintenance and repair items as set forth in this paragraph.

1. Lessor shall keep the roofs of the premises, the septic systems (exterior), the well and pumps, and the driveway in good repair, and shall be responsible for all structural repairs to the premises.
2. Lessor shall be responsible for replacement of the furnace and duct work, if that becomes necessary in the leased premises.

B. Lessee's Responsibility for Maintenance and Repair:

Lessee shall be responsible to keep any items not listed in the above paragraph A in good repair and properly maintained. For example, not limited by enumeration, Lessee shall be responsible for the repair and maintenance of all appliances and furniture (subject to the provisions of Section 2 of this lease), fixtures, including plumbing within the buildings, the water heater and water softener, cleaning of the furnace, keeping the walks and driveway free from dirt, ice, snow and other debris, keeping the orchard, lawn and other acreage properly mowed and maintained, all necessary interior or exterior painting, and replacement and repair of window glass. Lessee is also responsible for any repairs or maintenance to any item listed in paragraph A of this section (9) which is the result of Lessee's misuse, waste or neglect or that of its employees, agents, representatives or invitees.

Section 8

Animals. Lessee shall keep no domestic or other animals on or about the leased premises without the written consent of Lessor.

Section 9

Right of Inspection. Lessor and its agents shall have the right at all times, upon reasonable notice, during the term of this lease and any renewal thereof to enter the premise so leased for the purpose of inspecting the leased premises and all buildings and improvements thereon.

Section 10**Subordination of Lease.**

This lease agreement shall be subordinate to any mortgage, deed of trust or other instrument for security purposes now or in the future placed on the real property which is the subject of this lease and to all advances made on any such security and to any and all renewals, modifications, consolidations or extension of any such mortgage deed or trust or other document. In spite of such subordination, Lessee's right to acquire possession of the premises shall not be disturbed if lease is not in default and so long as Lessee shall pay the rent observe and perform all of the provisions of this lease agreement, unless this lease agreement is otherwise terminated pursuant to its terms. Lessee also agrees to execute any documents required to effectuate such subordination, if necessary.

Section 11

Renewal by Lessee/Termination by Either Party. After the expiration of the term of this lease (30 years), this lease agreement shall renew itself on a year-to-year basis unless either party notifies the other in writing on or before the 1st day of April in the year in which the expiration of this lease is desired of its intent to terminate this lease. Renewals under this section are permissible assuming that no default is existing or continuing in the performance of any other terms of this lease agreement and each renewal shall be on the same terms, covenants and conditions as provided in this lease agreement, except as otherwise modified under the terms of this lease.

This lease agreement may be terminated at any time by either party by giving the other party one hundred twenty (120) days written notice of its intent to terminate this lease, such notice to be sent to the other party by duly authorized U.S. Mail, or delivered in person to the County Clerk for Ozaukee County or to the President or Secretary of Advocates, Inc. Such termination can be without cause as well as for violations of the lease agreement on behalf of either party.

Section 12

Insurance. Lessor shall obtain and maintain, at its own expense, during the lease term, fire, casualty and extended coverage insurance on the premises. Lessee shall obtain and maintain public liability insurance covering both Lessor and Lessee against injury to persons and property and loss of life sustained in or upon the demised premises during the term of this lease, in an amount of at least Two Million Dollars (\$2,000,000) per person or any number of persons injured or killed in one accident, and Five Hundred Thousand Dollars (\$500,000) in property damage. Lessee shall provide Lessor a certificate evidencing such insurance. Lessor shall be named as an additional insured on any such policies or insurance. Lessee shall not perform any act upon the premises or make any use thereof which may void any insurance on the premises or buildings.

Section 13

Indemnification of Lessor. Lessee agrees to and shall protect, indemnify and hold Lessor harmless from any and all claims, demands, damages, and suits, including wrongful death, sustained or claimed to have been sustained to any person or property in or upon the leased premises by any person whatsoever, including Lessee, its employees, agents, representatives or invitees, whether arising in law or in equity, out of or by virtue of the lease, or the supplying of facilities under this lease, or from the conduct or management of the operations conducted by Lessee on the leased premises, unless such loss is occasioned by the negligence or the direct act of the Lessor, its employees, agents or representatives.

Section 14

Non-liability of Lessor. Lessor shall not be liable for any claims against Lessee for damages or injuries resulting from any failure to keep the leased premises in repair, and shall not be liable for any damages resulting from any plumbing, oil, electricity, gas, water, steam or other pipes, or sewerage, or the bursting, leaking or running of any cistern, tank, water closet or waste pipe, in, above, under, upon or about said buildings or premises, nor for damage resulting from water, snow or ice being upon or coming through the roof or otherwise, or for any damage or injury not

caused by Lessor, its employees, agents, or representatives, or arising from acts or neglect of covenants of other occupants of the same buildings.

Section 15

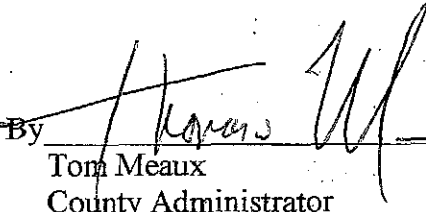
Contact Person. Lessee agrees to have a person residing at the premises to provide twenty-four (24) hour supervision to guaranty that the terms of this lease are complied with and to prevent damage to the premises as well as give immediate notice to the appropriate authorities should any emergency arise.

IN WITNESS WHEREOF, the parties executed this lease on the day and year written above.

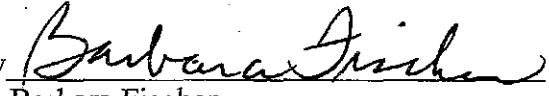
OZAUKEE COUNTY

ADVOCATES, INC.

By


Tom Meaux
County Administrator

By


Barbara Fischer
Executive Director

[EXECUTED IN DUPLICATE]

LEGAL DESCRIPTION OF LEASED AREAFORADVOCATES SITE

Being all of Outlot 2 of Deerfield Hills Subdivision and a parcel of land situated in the southeast one-quarter of Section 10, Township 11 North, Range 21 East and the northeast one-quarter of Section 15, Township 11 north, Range 21 East, Town of Saukville, Ozaukee county and being more particularly described by metes and bounds as follows;

BEGINNING at the northeast corner of said Section 15; THENCE S.01°36'20"E., along the easterly line of said section 15, a distance of 640.30 feet; THENCE S.88°24'29"W., a distance of 351.44 feet; THENCE N.02°41'49"W., a distance of 535.91 feet to a point on the southerly right of way line of Deerfield Drive, also being the point of curvature of a curve to the left; THENCE northeasterly along said curve having a radius of 440.00 feet, a delta angle of 01°22'14", an arc length of 10.53 feet and a chord of which bears N.20°45'10"E., distance 10.52 feet to the point of curvature of a reverse curve to the right; THENCE northeasterly along said reverse curve having a radius of 550.00 feet, a delta angle of 25°56'01", an arc length of 248.94 feet and a chord of which bears N.33°02'03"E., distance 246.83 feet; THENCE N.46°02'18"E., a distance of 27.68 feet to the intersection of the southerly right of way of said Deerfield Drive with the westerly right of way of CTH O; THENCE S.43°57'42"E., a distance of 22.23 feet; THENCE S.53°37'49"E., a distance of 107.65 feet; THENCE S.70°22'49"E., 104.18 feet to a point on the easterly line of Section 10-11-21; THENCE S.01°07'24"E., along said easterly line a distance of 6.66 feet to the POINT OF BEGINNING and containing 5.62 acres of land.

Health and Human Services Committee**AGENDA INFORMATION SHEET**

AGENDA DATE: May 24, 2022
DEPARTMENT: Lasata Campus
DIRECTOR: Patricia Brown
PREPARER: Christine Kuemmerlein

Agenda Summary Lasata Campus Reports

ATTACHMENTS:

- Lasata Campus April Campus Reports (PDF)

Lasata Care Center

April 2022 Monthly Report

Pat Brown

Average Daily Census

Payor Mix Days	Current Month Actual AVG	YTD actual AVG	Budget
Medicare/MC	7	10	20
Private	18	19	27
Medicaid	42	44	63
Total	67	73	110

Payor Mix	Current Month Actual	YTD actual	Budget
Medicare/MC	10%	14%	18%
Private	27%	26%	25%
Medicaid	63%	60%	57%

Organization and Operations Focus

- Campus Master Plan discussions
- Referral/Admission Strategies and process improvement

Staffing/employee

- Relaunch Recruitment/Retention program
- Agency usage

Resident and Tenant highlights

- Moving forward Post Pandemic

Regulatory Updates**Campus Projects and initiatives :**

- Heights CDBG Grant Project

LASATA HEIGHTS MONTHLY REPORT

April 2022

Kristen Sonnenberg, Director of Senior Apartments

Census:

- April census –
Breakdown of empty apartments:
 - 102, 108 and 211 are currently being used while the 3 Tenants apartments are being remodeled on the north side
 - 212, 215, 315, and 319 are not currently able to be rented due to construction needing to work on apartments in stacks
 - Apartments 113, 114, 115, 213, 214, 216, 217, 220, 312, 313, 314, 316, 318, 320 are vacant and will be remodeled in 2022
 - 105 is rented for June 1, 2022

Misc:

- Dining Room: We continue with offering both service in the dining room and carryout as an alternate to eating in the dining room Monday-Friday. Crossings continues to provide a carryout only option for the weekends.
- There were 8 tours in April- All tours were made aware of the remodeling and encouraged to go on our waiting list if interested.
- With the goal of the first phase of remodeling being completed by mid-July, calls have been placed to individuals on the waiting list to make sure they are aware and gauge any interest. Three of the individuals are ready to move in, but need to know if they will for sure have a washer and dryer in the apartment. At this time, we are not able to tell them, so until that decision is made they prefer to wait on our waiting list and wait for an apartment on the south side that has a washer and dryer.
- Construction began as scheduled on 4/18- phase 1 will include the remodeling of 15 apartments, phase 2 will include the remaining 9 for a total of 24 remodeled apartments. 6 Tenants were required to move in the first phase-all moves took place the week of April 11th. Three of the six Tenants plan for this to be a permanent move.

Lasata Crossings Monthly Report

April 2022

Submitted by: Patricia Fabian

- **Census:** At the end of April, the census is 58 with 55 in assisted living and 3 additional persons in assisted living. The group consists of 50 tenants paying privately, eight are utilizing Family Care.
- **Admission/Discharges in April:**
 - Discharges:
 - There were no discharges in April
 - Admissions:
 - There were two Admissions in April – both had recently used the LCC SAR
 - One had been on our Wait List since 2015
 - We continue to receive phone calls weekly inquiring about services and availability (many seeking Memory Care or CBRF level of care services)
- **Waiting List:**
- There are 14 individuals on the waiting list for Family Care Studio apartments.
 - Two of these are current tenants at Crossings
- There are 15 individuals on our waiting list for one and two bedroom apartments; 10 of these are on the inactive list.
 - ***Wait List:*** Application and \$500 fee (refundable) on file
 - ***Inactive List:*** Name on list; application complete and refundable fee on file but they prefer we not contact them.
 - ***Current residents and tenants on campus do not submit a waitlist fee.***
- **Highlights**
 - **Activities:** April was our first full month with the new Activity Coordinator position. Garden Club started this month; Monday Morning Tea; more Cognitive games; Tenants offered suggestions for future activities at the Planning Meeting; National Pretzel day was celebrated by making giant homemade soft pretzels and we are offering more shopping trips/outings each month. Tenants and families are sharing very positive feedback about the expanded offerings.
 - **WCCEAL:** We received our 2022 WCCEAL certification for ongoing efforts to ensure and improve overall quality. We submit quarterly data reports. This is part of our association membership with Leading Age.
 - **Visiting:** We are Open to visitors. We require all visitors to complete the screening form, must have a mask on to enter the facility/be in common areas. They do not need to wear a mask while visiting in tenants' apartments (door closed). We request no more than two visitors in an apartment at any time. We routinely have 20+ visitors a day.

Attachment: Lasata Campus April Campus Reports (Lasata Campus)

Ozaukee County Committee Report
Enterprise Fund Lasata Care Center
 For the Four Months Ending Saturday, April 30, 2022
 Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2022 YTD Actual	2022 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Public Charges for Services	\$659,328	\$2,864,528	\$12,491,963	\$9,627,435	22.93%
Interest Revenue	\$3	\$22	-	(\$22)	0.00%
Other Revenue	\$14,265	\$60,010	\$1,459,650	\$1,399,640	4.11%
Total Revenues	\$673,596	\$2,924,560	\$13,951,613	\$11,027,053	20.96%
Expenditures					
Salaries	\$717,977	\$2,004,801	\$7,153,679	\$5,148,878	28.02%
Fringe Benefits	\$194,964	\$750,400	\$2,675,254	\$1,924,854	28.05%
Travel/Training	-	\$538	\$10,000	\$9,462	5.38%
Supplies	\$35,594	\$136,489	\$545,850	\$409,361	25.00%
Purchased Services	\$155,234	\$547,109	\$1,938,804	\$1,391,695	28.22%
Interdepartment Charges	\$20,168	\$144,677	\$522,273	\$377,596	27.70%
Depreciation	\$65,250	\$272,250	\$828,000	\$555,750	32.88%
Debt Service	-	\$162,953	\$209,900	\$46,947	77.63%
Other Expenses	\$51,981	\$275,358	\$754,228	\$478,870	36.51%
Total Operating Expenditures	\$1,241,168	\$4,294,575	\$14,637,988	\$10,343,413	29.34%
Capital Outlay					
Equipment & Furniture	\$3,363	\$42,726	\$120,000	\$77,274	35.61%
Buildings & Land	-	\$1,059	\$20,000	\$18,941	5.30%
Contra	-	-	(\$140,000)	(\$140,000)	0.00%
Total Capital Outlay	\$3,363	\$43,785	-	(\$43,785)	0.00%
Total Expenditures	\$1,244,531	\$4,338,360	\$14,637,988	\$10,299,628	29.64%
Other Finance (Sources)	-	(\$686,376)	(\$686,376)	-	100.00%
Net Other Financing Sources/Uses	-	(\$686,376)	(\$686,376)	-	100.00%
					-
Net Increase (Decrease)	(\$570,935)	(\$727,424)	\$1	\$727,425	0.00%
Equity:					
Retained Earnings	-	\$1,855,754	-	(\$1,855,754)	0.00%

Attachment: Lasata Campus April Campus Reports (Lasata Campus)

Ozaukee County Committee Report
Enterprise Fund Lasata Heights
 For the Four Months Ending Saturday, April 30, 2022
Profit and Loss Statement ACTUAL TO AMENDED BUDGET

[illegible]

Equity:

Attachment: Lasata Campus April Campus Reports (Lasata Campus)

Ozaukee County Committee Report
Enterprise Fund Lasata RCAC
 For the Four Months Ending Saturday, April 30, 2022
 Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2022 YTD Actual	2022 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Public Charges for Services	\$486,523	\$1,254,871	\$3,304,559	\$2,049,688	37.97%
Other Revenue	\$159	\$1,774	\$2,000	\$226	88.70%
Total Revenues	\$486,682	\$1,256,645	\$3,306,559	\$2,049,914	38.00%
Expenditures					
Salaries	\$134,962	\$349,439	\$1,110,207	\$760,768	31.48%
Fringe Benefits	\$32,745	\$119,062	\$376,015	\$256,953	31.66%
Travel/Training	-	-	\$1,000	\$1,000	0.00%
Supplies	\$13,220	\$52,596	\$150,800	\$98,204	34.88%
Purchased Services	\$29,502	\$81,860	\$256,901	\$175,041	31.86%
Interdepartment Charges	\$4,008	\$16,543	\$99,457	\$82,914	16.63%
Depreciation	\$30,287	\$121,137	\$365,900	\$244,763	33.11%
Debt Service	-	\$82,063	\$173,425	\$91,362	47.32%
Other Expenses	\$4,255	\$27,697	\$86,479	\$58,782	32.03%
Total Operating Expenditures	\$248,979	\$850,397	\$2,620,184	\$1,769,787	32.46%
Capital Outlay					
Equipment & Furniture	\$1,606	\$4,620	\$25,000	\$20,380	18.48%
Buildings & Land	-	-	\$25,000	\$25,000	0.00%
Contra	-	-	(\$50,000)	(\$50,000)	0.00%
Total Capital Outlay	\$1,606	\$4,620	-	(\$4,620)	0.00%
Total Expenditures	\$250,585	\$855,017	\$2,620,184	\$1,765,167	32.63%
Other Finance Uses	-	\$686,376	\$686,376	-	100.00%
Net Other Financing Sources/Uses	-	\$686,376	\$686,376	-	100.00%
					2847480
Net Increase (Decrease)	\$236,097	(\$284,748)	(\$1)	\$284,747	0.00%
Equity:					
Retained Earnings	-	\$637,076	-	(\$637,076)	0.00%

Attachment: Lasata Campus April Campus Reports (Lasata Campus)

Health and Human Services Committee**AGENDA INFORMATION SHEET**

AGENDA DATE: May 24, 2022
DEPARTMENT: Veterans Service
DIRECTOR: Kevin Johnson
PREPARER: Kevin Johnson

Agenda Summary Veterans Services Report

ATTACHMENTS:

- Veterans Financial Report 2022 .APR (PDF)

Ozaukee County Committee Report
General Fund Veterans Services
 For the Four Months Ending Saturday, April 30, 2022
 Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2022 YTD Actual	2022 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Intergovernmental Revenues	-	\$19,300	\$20,000	\$700	96.50%
Public Charges for Services	\$180	\$330	\$1,500	\$1,170	22.00%
Interest Revenue	\$1	\$4	\$50	\$46	8.00%
Other Revenue	\$200	\$200	-	(\$200)	0.00%
Total Revenues	\$381	\$19,834	\$21,550	\$1,716	92.04%
Expenditures					
Salaries	\$15,866	\$43,124	\$143,699	\$100,575	30.01%
Fringe Benefits	\$4,582	\$16,950	\$44,022	\$27,072	38.50%
Travel/Training	\$1,550	\$2,588	\$10,800	\$8,212	23.96%
Supplies	-	\$541	\$1,100	\$559	49.18%
Purchased Services	\$171	\$829	\$3,940	\$3,111	21.04%
Interdepartment Charges	\$568	\$2,815	\$8,273	\$5,458	34.03%
Grants	-	\$468	\$5,000	\$4,532	9.36%
Other Expenses	-	\$4,938	\$7,500	\$2,562	65.84%
Total Operating Expenditures	\$22,737	\$72,253	\$224,334	\$152,081	32.21%
Capital Outlay					
Total Expenditures	\$22,737	\$72,253	\$224,334	\$152,081	32.21%
Net Increase (Decrease)	(\$22,356)	(\$52,419)	(\$202,784)	(\$150,365)	25.85%

Equity:

Attachment: Veterans Financial Report 2022 .APR (Veterans Services Report)

Health and Human Services Committee

AGENDA INFORMATION SHEET

AGENDA DATE: May 24, 2022
DEPARTMENT: Public Health
DIRECTOR: Kim Buechler
PREPARER: Julie Winkelhorst

Agenda Summary Increase of Revenue Budget Amendment Wisconsin Department of Natural Resources 2022 Wisconsin Beach Monitoring Program Grant

BACKGROUND INFORMATION: The Health Department was granted \$15,000 from the Department of Natural Resources to implement the 2022 Wisconsin Beach Monitoring Program, with expenses to be incurred throughout the beach season between Memorial Day and Labor Day of 2022 and being reimbursed by the DNR at the end of the season. The department plans to use these funds for necessary beach testing supplies, maintenance on vehicles used for driving between beaches, and staff time to complete testing, to ensure that water quality determinations are conducted promptly and according to DNR standards. The department also plans to purchase equipment with this year's funds to bring the beach testing program fully in-house, in place of relying on outside vendors to test water samples. This will allow for better quality control and improved scheduling for testing by department staff, in addition to long-term cost savings.

ANALYSIS: The dollars were allocated to assure health departments have the infrastructure to support Environmental Health work. The WOPHD intends to spend the dollars to support infrastructure improvements and sustainability.

FISCAL IMPACT:

Balance Current Year: \$15,000 Next Year's Estimated Cost: \$0

FUNDING SOURCE:

County Levy: \$0 Non-County Levy: \$15,000

Indicate source: Wisconsin Department of Natural Resources

RECOMMENDED MOTION: Approve

ATTACHMENTS:

- BA Beach Monitoring Grant (PDF)



Budget Amendment Request Committee Approval Form

13.a.1.a

TO: Finance Committee

FROM: Public Health Department

Department Name

Date of Request: 5/13/2022

Resolution No: _____

Period Transfer Recorded: _____

Type of Budget Amendment (check one)

Increase of Revenue: ☒

Fund Transfer: ☐

Supplemental Appropriations: ☐

Debit / Expense			Credit / Revenue		
Acct #	204-2-06-51101-000	\$ 3,000	A/C #	204-2-06-42335-000	\$ 15,000
	Pre-request Account's Budget	Changed To		Pre-request Account's Budget	Changed To
Cost Ctr & A/C Desc	Grants - Salaries & Wages		Cost Ctr & A/C Desc	Grants - Beach Testing Grant	
Acct #	204-2-06-52002-000	\$ 500	A/C #		\$ -
	Pre-request Account's Budget	Changed To		Pre-request Account's Budget	Changed To
Cost Ctr & A/C Desc	Grants - Travel/Mileage		Cost Ctr & A/C Desc		
Acct #	204-2-06-55101-000	\$ 1,500	A/C #		\$ -
	Pre-request Account's Budget	Changed To		Pre-request Account's Budget	Changed To
Cost Ctr & A/C Desc	Grants - Highway Vehicle Maintenance		Cost Ctr & A/C Desc		
Acct #	204-2-06-53101-000	\$ 3,000	A/C #		\$ -
	Pre-request Account's Budget	Changed To		Pre-request Account's Budget	Changed To
Cost Ctr & A/C Desc	Grants - Office Supplies		Cost Ctr & A/C Desc		
Acct #	204-2-06-59101-000	\$ 7,000	A/C #		\$ -
	Pre-request Account's Budget	Changed To		Pre-request Account's Budget	Changed To
Cost Ctr & A/C Desc	Grants - Other Expenses		Cost Ctr & A/C Desc		
Acct #		\$ -	A/C #		\$ -
	Pre-request Account's Budget	Changed To		Pre-request Account's Budget	Changed To
Cost Ctr & A/C Desc			Cost Ctr & A/C Desc		
Total Debits:		15,000	Total Credits:		15,000

Reason for Request (Be Specific). Also fill out Support Document for County Board.

The Health Department was granted \$15,000 from the Department of Natural Resources to implement the 2022 Wisconsin Beach Monitoring Program, with expenses to be incurred throughout the beach season between Memorial Day and Labor day of 2022 and being reimbursed by the DNR at the end of the season. The department plans to use these funds for necessary beach testing supplies, maintenance on vehicles used for driving between beaches, and staff time to complete testing, to ensure that water quality determinations are conducted promptly and according to DNR standards. The department also plans to purchase equipment with this year's funds to bring the beach testing program fully in-house, in place of relying on outside vendors to test water samples. This will allow for better quality control and improved scheduling for testing by department staff, in addition to long-term cost savings.

David Irish

Department Head Signature

TYPE IN Oversight Committee Chairperson's Name

Oversight Committee Members

Finance Committee Members

Date of Meeting

Date of Meeting

Date Amended:

Budget Amended By:

Health and Human Services Committee

AGENDA INFORMATION SHEET

AGENDA DATE: May 24, 2022
DEPARTMENT: Public Health
DIRECTOR: Kim Buechler
PREPARER: Julie Winkelhorst

Agenda Summary Creation of Deputy Director Eliminating the Health Strategy Director and the Community Health Director Positions

BACKGROUND INFORMATION: The Public Health Department organizational chart currently includes a Director of Health Strategy (PG 110) and Community Health Director (PG 110). Health strategy work and Community Health work requires a significant amount of collaboration, which is difficult to achieve with two separate managers leading each team. The department has also experienced a need for an Interim Director/Health Officer to step in on more than one occasion in recent years, with no one on staff prepared to take on the role. This request eliminates the Director of Health Strategy (currently vacant) and Community Health Director positions and would reallocate those levy funds to create a new Deputy Director position, who will act as second in command in absence of the Director/Health Officer and lead the Public Health Strategists and Community Health staff.

ANALYSIS: Replacing the Director of Health Strategy and Community Health Director positions with a Deputy Director will improve internal program collaboration and communication, provide a backup plan for emergencies and allow for improved succession planning, and reduce the amount of levy dollars the department spends on management staff.

FISCAL IMPACT: Reduce levied 2022 salaries by approximately \$75,000 + fringe benefits

Balance Current Year:

Next Year's Estimated Cost: \$88,000 + fringe

FUNDING SOURCE:

County Levy: \$88,000 Non-County Levy: \$0

RECOMMENDED MOTION: Approve

ATTACHMENTS:

- Deputy Director Job Description (PDF)

Ozaukee County
Human Resources

121 W. Main Street
PO Box 994
Port Washington, WI 53074-0994
Local (262) 284-8321
Metro (262) 238-8321

JOB DESCRIPTION

JOB TITLE: Deputy Director of Public Health		
INCUMBENT:		CLASSIFICATION CODE:
DATE:	DEPARTMENT: Public Health	DIVISION:
EMPLOYEE GROUP: Non-Represented		FLSA STATUS:
PAY SCHEDULE: Non-Represented	PAY GRADE: 112	EEO CATEGORY:
POSITION SUMMARY: The Deputy Director of Public Health is a senior management position, reporting to the Director/Health Officer. This position serves as Department Head in absence of the Director/Health Officer and serves as the department's HIPAA administrator. The Deputy Director is responsible for the development and oversight of population based activities, including the Community Health Needs Assessment and Community Health Improvement Plan. Develops innovative, evidence-based interventions to improve population health. Directly supervises public health strategists and community health staff, and works closely with other administrative team members and community partners to improve population health outcomes. As part of the department's management team, contributes to departmental strategic planning, public health preparedness, communications, performance management, quality improvement, policy and procedure development and assurance of the efficient use of resources for the delivery of the highest level of programs and services to advance the health of our communities.		

DESCRIPTION OF THE JOB:

40%	Plans, organizes and directs the work of the public health strategists and community health staff. Responsible for maintaining service delivery for community health programs. Ensures adequate staffing and appropriate workloads are maintained in consultation with staff and departmental leadership as needed. Provides intervention with clients and staff members in the event of questions, concerns and/or conflicts.
30%	Leads health strategy in Washington and Ozaukee Counties through the coordination of activities with community stakeholders to achieve greater impact, avoid duplication, and enhance the effectiveness of public health efforts. Develops, facilitates, implements and evaluates coalition work plans, activities, goals and objectives in the community. Translates community input along with public health evidence (data/findings) into prevention and control recommendations to ensure the appropriate public health measures are adopted. Develops options for policies, programs, services, ordinances, resolutions, legislative position, etc. related to public health issues.

Attachment: Deputy Director Job Description (Creation of Deputy Director)

20%	Works closely with Health Officer to coordinate/align efforts between workgroups, programs, departments, and academic alliances in order to accomplish the CHIP and community health objectives. Evaluates grant and funding opportunities to support current and future initiatives. Develops, implements, and evaluates strategic and operational plans related to emerging community health issues and health equity in Washington and Ozaukee Counties. Ensures program compliance with federal, state, and agency statutes, codes and standards.
10%	Assures key data is collected within programmatic areas; monitors and analyzes health data obtained from other sources; participates in community assessments to help determine needs of population and work with governmental and community partners to help fill gaps.
0-100%	Actively participates in Public Health emergency preparedness activities and completes training and education to meet current CDC and WI Division of Public health competency requirements. Serves as Department Head in the absence of the Public Health Director/Health Officer.

SUPERVISION RECEIVED:

Works under the general direction of the Director/Health Officer.

SUPERVISION EXERCISED:

Directly supervises Community Health and Health Strategy staff. Acts as Department Head in the absence of the Director/Health Officer.

JOB REQUIREMENTS:**Education and Experience Requirements:**

Deputy Director shall have at least one of the following, per Wis. Stat. 251.06(1)(C), to act as department head in absence of the Health Officer:

- 1) A master's degree in public health, public administration, health administration or a similar field and 3 years of experience in a full-time administrative position in either a public health agency or public health work.
- 2) A bachelor's degree and 16 graduate semester credits towards a master's degree in public health, public administration, health administration or a similar field and 5 years of experience in a full-time administrative position in either a public health agency or public health work.
- 3) A license to practice medicine and surgery under ch. 448 and at least one of the following:
 - A) Three years of experience in a full-time administrative position in either a public health agency or public health work.
 - B) Eligibility for certification by the American board of preventative medicine in public health or general preventative medicine.
 - C) A master's degree in public health, public administration, health administration or, as defined in rules promulgated by the department, a similar field.

Knowledge, Skills and Abilities:

- Proficiency with personal computers and Microsoft Office programs.
- Excellent oral and written communication skills.
- Comprehensive knowledge of public health standards and disease prevention theory, practices, programs, statutes, rules, regulations, and codes.
- Ability to establish and maintain effective working relationships with employees, community leaders, general public, other county departments, agencies and state officials, and work with persons with varying levels of education, understanding, and values in a culturally sensitive manner.
- Ability to apply staff management, training, supervision, and evaluation techniques.
- Ability to apply time-management skills and ability to prioritize job-related activities.
- Ability to maintain accurate, complete, and legally correct reports and data on a computer.
- Ability to accept and constructively utilize supervision.
- Ability to accommodate flexible scheduling to address program needs.
- Current WI driver's license.
- Access to a motor vehicle and commitment to meet and maintain the County's automobile insurance requirements.

WORKING ENVIRONMENT:

This position will be expected to work out of both Washington and Ozaukee County offices. This is not a remote position.

THIS DESCRIPTION DOCUMENTS THE GENERAL NATURE AND LEVEL OF RESPONSIBILITY ASSOCIATED WITH THIS POSITION. IT IS NOT INTENDED TO BE A COMPREHENSIVE LIST OF ALL ACTIVITIES, DUTIES AND RESPONSIBILITIES REQUIRED OF INCUMBENTS. IT IS NOT INTENDED TO LIMIT OR MODIFY THE RIGHT OF ANY SUPERVISOR TO ASSIGN, DIRECT, AND MONITOR THE WORK OF EMPLOYEES UNDER SUPERVISION.

Health and Human Services Committee

AGENDA INFORMATION SHEET

AGENDA DATE: May 24, 2022
DEPARTMENT: Public Health
DIRECTOR: Kim Buechler
PREPARER: Tyler Quaas

Agenda Summary Public Health Report

ATTACHMENTS:

- PH Financials (PDF)

Ozaukee County Committee Report
Special Revenue Fund Public Health
 For the Four Months Ending Saturday, April 30, 2022
 Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2022 YTD Actual	2022 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Taxes	\$43,392	\$173,567	\$520,702	\$347,135	33.33%
Intergovernmental Revenues	\$32,369	\$32,369	\$697,175	\$664,806	4.64%
Public Charges for Services	\$60	\$3,965	\$78,000	\$74,035	5.08%
Intergovernmental Charges	-	\$195,265	\$847,180	\$651,915	23.05%
Interdepartmental Charges	\$1,667	\$6,667	\$17,070	\$10,403	39.06%
Licenses & Permits	\$12,899	\$21,597	\$405,530	\$383,933	5.33%
Other Revenue	\$564	\$724	\$1,000	\$276	72.40%
Total Revenues	\$90,951	\$434,154	\$2,566,657	\$2,132,503	16.92%
Expenditures					
Salaries	\$188,019	\$589,157	\$2,099,668	\$1,510,511	28.06%
Fringe Benefits	\$56,415	\$215,513	\$613,284	\$397,771	35.14%
Travel/Training	\$1,534	\$6,144	\$58,268	\$52,124	10.54%
Supplies	\$517	\$7,894	\$98,377	\$90,483	8.02%
Purchased Services	\$22,185	\$43,700	\$153,423	\$109,723	28.48%
Interdepartment Charges	\$84	\$519	\$5,900	\$5,381	8.80%
Other Expenses	\$16,919	\$101,153	\$94,909	(\$6,244)	106.58%
Total Operating Expenditures	\$285,673	\$964,080	\$3,123,829	\$2,159,749	30.86%
Capital Outlay					
Total Expenditures	\$285,673	\$964,080	\$3,123,829	\$2,159,749	30.86%
Other Finance (Sources)	-	-	(\$557,167)	(\$557,167)	0.00%
Net Other Financing Sources/Uses	-	-	(\$557,167)	(\$557,167)	0.00%
					1059852
Net Increase (Decrease)	(\$194,722)	(\$529,926)	(\$5)	\$529,921	0.00%
<i>Equity:</i>					
Governmental Fund Balance	-	(\$1,866,478)	-	\$1,866,478	0.00%

Attachment: PH Financials (PH Report)

Health and Human Services Committee

AGENDA INFORMATION SHEET

AGENDA DATE: May 24, 2022
DEPARTMENT: Human Services
DIRECTOR: Liza Drake
PREPARER: Brad Mueller

Agenda Summary Supplemental Appropriation Budget Amendment to Purchase Carpeting

BACKGROUND INFORMATION: The Human Services Department is requesting use of its fund balance to replace the carpeting on the 3rd floor. The carpeting in question has not been replaced since the early 2000's. Project was supposed to take place in 2020, but was delayed due to the pandemic.

ANALYSIS: Proposal from JL Business Interiors will be signed once approved by HHS Committee and County Board.

FISCAL IMPACT:

Balance Current Year: \$35,815.00 Next Year's Estimated Cost:

FUNDING SOURCE:

County Levy: Non-County Levy: \$35,815.00 Indicate source: Fund Balance

RECOMMENDED MOTION: The department respectfully requests the approval of the use of its fund balance to purchase carpeting for the 3rd floor.

ATTACHMENTS:

- Budget Amendment Request (PDF)
- Proposals Received (PDF)



Budget Amendment Request Committee Approval Form

Resolution No: _____

Period Transfer Recorded: _____

Type of Budget Amendment (check one)

Increase of Revenue: _____

Fund Transfer: _____

Supplemental Appropriations: **X**

TO: Finance Committee

FROM: Human Services

Department Name

Date of Request: 5/18/2022

Debit / Expense			Credit / Revenue		
Acct #	202-1-01-62512-000	\$ 35,815	A/C #	202-0-00-33690-000	\$ 35,815
	Pre-request Account's Budget	Changed To		Pre-request Account's Budget	Changed To
Cost Ctr & A/C Desc	Building Improvements		Cost Ctr & A/C Desc	Human Services - Committed Budget Adjustment	
Acct #	\$ -		A/C #	\$ -	
	Pre-request Account's Budget	Changed To		Pre-request Account's Budget	Changed To
Cost Ctr & A/C Desc			Cost Ctr & A/C Desc		
Acct #	\$ -		A/C #	\$ -	
	Pre-request Account's Budget	Changed To		Pre-request Account's Budget	Changed To
Cost Ctr & A/C Desc			Cost Ctr & A/C Desc		
Acct #	\$ -		A/C #	\$ -	
	Pre-request Account's Budget	Changed To		Pre-request Account's Budget	Changed To
Cost Ctr & A/C Desc			Cost Ctr & A/C Desc		
Acct #	\$ -		A/C #	\$ -	
	Pre-request Account's Budget	Changed To		Pre-request Account's Budget	Changed To
Cost Ctr & A/C Desc			Cost Ctr & A/C Desc		
Acct #	\$ -		A/C #	\$ -	
	Pre-request Account's Budget	Changed To		Pre-request Account's Budget	Changed To
Cost Ctr & A/C Desc			Cost Ctr & A/C Desc		
Acct #	\$ -		A/C #	\$ -	
	Pre-request Account's Budget	Changed To		Pre-request Account's Budget	Changed To
Cost Ctr & A/C Desc			Cost Ctr & A/C Desc		
Total Debits:		35,815	Total Credits:		35,815

Reason for Request (Be Specific). Also fill out Support Document for County Board.

Human Services is requesting use of its fund balance to replace carpeting on the 3rd floor. The carpeting in question has not been replaced since the early 2000's. There are a total of 4 quotes attached. Upon conversation with Joe Hicks, the department is requesting approval to hire JL Business Interiors, Inc for the job. JL Business Interiors, Inc has done a lot of work in the building for previous carpeting jobs and will take care of all office furniture removal and reinstall in relation to the job.

Linda Drake / BTM 5/18/2022
Department Head Signature

Dave Irish

TYPE IN Oversight Committee Chairperson's Name

Oversight Committee Members

Finance Committee Members

Date of Meeting

Date of Meeting

Date Amended:

Budget Amended By:

Remit To:

J L BUSINESS INTERIORS, INC.
 515 Schoenhaar Drive
 P.O. Box 303
 West Bend, WI 53095
 (262) 338-2221 Fax (262) 338-2269

**PROPOSAL**

DATE	Proposal No.
5/17/2022	25103

BILL TO

Ozaukee County Finance Department
 121 W Main Street
 PO Box 994
 Port Washington WI 53074-0994
 Attn: Accounts Payable

SHIP TO

Attn: Joe Hicks
 Ozaukee County - Administration Cen
 121 W Main Street
 Port Washington, WI 53074-0994
 jhicks@co.ozaukee.wi.us

CUSTOMER PO	TERMS	REP	PHONE	INSTALL BY
	Net 30 days	RJT	262-483-0061	

LINE	DESCRIPTION	QTY	COST	TOTAL
	Joe, Here Is The Revised Quote That You Requested:			
	3RD FLOOR FLOORING			
1.	N-PHIL Lucky Break Serendipity 34415 Carpet Tiles - 778.18 Yards	778.18	20.75	16,147.24
2.	N-PHIL D5100 Adhesive - 4 Gallon Pail	8	110.00	880.00
3.	N-JWI Johnsonite 4" Vinyl Cove Base - 1/8" x 4' x 4" - 120'/Carton	16	150.00	2,400.00
4.	N-CCS ECO-575 Mapei - Cove Base Adhesive - Cartridge	32	7.00	224.00
5.	N-JWI Johnsonite Transition Strip Allowance		225.00	225.00
	Approximate Freight Charges		1,439.00	1,439.00
	Labor to Prep Floors - IF NECESSARY - \$850.00 - Contingent On Normal Business Hours And Normal Conditions			
	Skim Coat Underlay Allowance (Customer Option - If Needed): \$3,500.00			
	Labor To: - Install Carpet - Remove / Dispose Of Existing Carpet - Remove & Install Vinyl Base - On Weekend or After Normal Business Hours, Contingent On Normal Conditions		11,000.00	11,000.00
	Labor To: Remove and Re-install Furniture in Rooms - Contingent On Normal Business Hours And Normal Conditions		3,500.00	3,500.00
	** Lead Time: 5-7 WEEKS UPON RECEIPT OF SIGNED PROPOSAL **			
	TOTAL			

EFFECTIVE JANUARY 1, 2017:
 There will be a 3% processing fee
 added to invoice for payment using
 credit card.

Remit To:

J L BUSINESS INTERIORS, INC.
 515 Schoenhaar Drive
 P.O. Box 303
 West Bend, WI 53095
 (262) 338-2221 Fax (262) 338-2269

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5/17/2022	25103

BILL TO
Ozaukee County Finance Department 121 W Main Street PO Box 994 Port Washington WI 53074-0994 Attn: Accounts Payable

SHIP TO
Attn: Joe Hicks Ozaukee County - Administration Cen 121 W Main Street Port Washington, WI 53074-0994 jhicks@co.ozaukee.wi.us

CUSTOMER PO	TERMS	REP	PHONE	INSTALL BY
	Net 30 days	RJT	262-483-0061	

LINE	DESCRIPTION	QTY	COST	TOTAL
	** PRICES NOT SUBJECT TO WISCONSIN SALES TAX ** * TERMS - FROM DATE OF INVOICE * LEASING OPTION AVAILABLE * THIS PROPOSAL VALID FOR 30 DAYS - From 05/17/2022 Quote will be accepted upon a signature and a down payment option. ____ 35% DOWN / BAL DUE N10 DAYS FROM DATE OF INVOICE ____ 50% DOWN / BAL DUE N30 DAYS FROM DATE OF INVOICE DATE PAYMENT WILL BE MADE **PRODUCT WILL NOT BE ORDERED UNTIL DOWN PAYMENT HAS BEEN RECEIVED**			
		TOTAL		

EFFECTIVE JANUARY 1, 2017:
 There will be a 3% processing fee
 added to invoice for payment using
 credit card.

Remit To:

J L BUSINESS INTERIORS, INC.
 515 Schoenhaar Drive
 P.O. Box 303
 West Bend, WI 53095
 (262) 338-2221 Fax (262) 338-2269

**PROPOSAL**

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Ozaukee County Finance Department 121 W Main Street PO Box 994 Port Washington WI 53074-0994 Attn: Accounts Payable

SHIP TO
Attn: Joe Hicks Ozaukee County - Administration Cen 121 W Main Street Port Washington, WI 53074-0994 jhicks@co.ozaukee.wi.us

CUSTOMER PO	TERMS	REP	PHONE	INSTALL BY
	Net 30 days	RJT	262-483-0061	

LINE	DESCRIPTION	QTY	COST	TOTAL
	J L Business Interiors would like to thank you for the opportunity to bid this job. If you are purchasing "refurbished" product or "As Is" product, please keep in mind that they are not brand new and may have some slight imperfections. Any new special order items will be subject to a 50% RESTOCKING FEE IF CANCELLED OR RETURNED. To accept this quote, please check one of the payment choice boxes, sign and e-mail to purchasing@jlbusinessinteriors.com or fax it to 262-338-2269. Please feel free to give me a call at 262-338-2221 if you have any questions or if you would like to make any changes. Sincerely,  Ron Turk Sales Consultant Quote will be accepted upon a signature. Accepted By _____ Date _____			
TOTAL				\$35,815.24

NO REFUNDS OR WARRANTY ON: All Used, Closeout And "As-Is" Product

Subject to a service charge of 1 1/2% per month on all past due amounts. \$25.00 charge for NSF check.

EFFECTIVE JANUARY 1, 2017:
There will be a 3% processing fee added to invoice for payment using credit card.

Page 3

Attachment: Proposals Received (Human Services Budget Amendment Request - 3rd Floor Carpeting)

**CONTRACT FORMATION BETWEEN THE PARTIES IS EXPRESSLY CONDITIONED
ON THE BUYER'S ASSENT TO THE TERMS OF THIS FORM.**

TERMS AND CONDITIONS

1. **ACCEPTANCE.** These terms and conditions of Sale ("Agreement") shall apply to all sales of products by Seller, a corporation of the State of Wisconsin. As used in these Terms and Conditions of Sale, "we" and "our" shall refer to Seller. Unless otherwise specifically agreed in writing by an authorized representative of Seller, any different or additional terms and conditions proposed by and/or contained in a customer purchase order, response to a quotation, or other proposal are hereby rejected by Seller and shall not be incorporated into the agreement for sale of Seller products. Buyer's assent to these Terms and Conditions of Sale shall be conclusively presumed from Buyer's ordering products quoted by Seller. Buyer's failure to object in writing to these Terms and Conditions of Sale, or Buyer's acceptance of all or part of any products ordered. If Seller is found to have acknowledged Buyer's order or proposal, and such acknowledgment constitutes an acceptance of an offer, such acceptance is expressly made conditional on Buyer's assent solely to these Terms and Condition of Sale which shall form part of the acknowledgment and acceptance by Buyer of any products shall be deemed to constitute such assent. If any quotation or other document of Seller is deemed to constitute an offer to Buyer, Buyer's acceptance of such offer is limited to these Terms and Conditions of Sale.
2. **TERMS OF SALE:** A one and one-half percent (1½ %) per month service charge will be added to all accounts over thirty (30) days old. We reserve the right to refuse shipping merchandise to past due accounts.
3. **DESCRIPTION – SALE OF GOODS:** Seller shall transfer ownership and deliver possession to Buyer, and Buyer shall pay for and accept the goods referred to on opposite page.
4. **TIME OF DELIVERY:** Buyer shall have the right to specify the date of delivery, but in no event shall the date specified be absolute, unless specifically agreed by Seller. Unless otherwise agreed in writing, time of delivery is not of the essence. Your order may also ship earlier than the scheduled shipping date. If you do not want the merchandise earlier than the specified date please contact Seller. If Buyer is unwilling or unable to accept delivery when the order is ready for shipment, Seller reserves the right to invoice Buyer as of that date and to store the merchandise at Buyer's risk and expense.
5. **DELIVERY:** All prices are F.O.B., shipping point. Title to all products shall pass from Seller to Buyer upon execution of bill of lading or tendering freight to carrier's agent or Buyer's agent, whichever shall first occur. Buyer must make all claims for loss or damage in transit to carrier immediately upon receipt of shipment. All claims of damage or shortage must be clearly documented on bills of lading at the time of receipt in order to protect Buyer's rights. Seller will assist in processing only properly documented freight claims with Seller carriers. Carrier liability ceases after 5 days and neither Seller nor carrier shall be responsible for concealed damages if shipments are left unopened.
6. **INSTALLATION:** If installation is part of the sale, the following provisions apply:
 - A. **Conditions of Installation Site.** It is Buyer's responsibility that the site be clean and free of debris prior to installation. In the event Seller's personnel remove or assist in remove existing furniture or equipment at the job site, Buyer shall pay Seller for the service, as separately invoiced.
 - B. **Installation Site Services.** Electric current, heat, and elevator service will be furnished at Buyers expense. Buyer shall provide adequate facilities to docking, moving, and handling of products.
 - C. **Special Packaging or Handling** If special packaging or handling not contained in this agreement is required, Buyer shall pay an extra charge as invoiced separately.
 - D. **Time.** Delivery and installation will occur during normal business hours (8:00 a.m. to 5:00 p.m. local time Monday through Friday, except holidays). Buyer shall pay additional labor costs resulting from overtime work performed at Buyer's request. Seller shall designate the personnel to install the products sold herein. If regulations in force at the time of installation require the use of tradesman at the site other than Seller designated personnel, Buyer shall pay for any additional costs incurred. If the products must be moved due to progress of other trades, or other reason, the Buyer will pay the extra cost of moving.
 - E. **Storage Space.** Buyer shall provide safe and adequate storage space at Buyer's expense. If the space provided is inadequate or inconveniently located (such as on another floor) or requires excessive sorting or other additional expense, the Buyer shall pay the associated cost or expense.
 - F. **Installation Delays.** In the event that construction delays or other delays not within Buyer's or Seller's control force postponement of the installation as scheduled, Buyer shall store the products until installation can be resumed, and the products shall be considered accepted by Buyer for purposes of invoicing and payment. The Buyer shall pay all transfer and storage charges incurred.
7. **ORDER CHANGES:** A twenty-five percent (25%) charge will be made on any order changed or canceled after forty-eight (48) hours from the time received. Any cancellation or change received on "Rush Orders" once the order has been placed into production, will be billed at full cost.
8. **RETURNED GOODS:** It is the Buyer's responsibility to verify that products delivered are in accordance with this contract before installation. No products may be returned without written permission from our office. Credit will be issued the same as charged less a minimum fifty percent (50%) handling fee plus return freight. Odd sized and special order products cannot be returned.
9. **PAYMENT:** Buyer shall pay with this agreement either a 35% down payment balance due Net 10 Days from date of invoice or 50% down payment balance due Net 30 Days from date of invoice. Delivery constitutes acceptance of the merchandise as delivered. Where it is necessary to reorder products due to damages or error, Buyer may not withhold payment. Buyer shall pay the net amount shown on the face of the Seller's invoice. If any amount shall remain unpaid for more than 30 days Buyer shall pay a service charge of 1.5% per month pursuant to paragraph 2 above on any unpaid balance or at the maximum rate legally permitted if less than such amount. If Buyer shall fail or refuse to make payment when due, Seller shall be entitled to recover its costs of collection, including reasonable attorneys fees.
10. **SECURITY INTEREST:** Seller reserves a security interest in the product and in the proceeds thereof to secure any payment due hereunder including subsequent invoices. Buyer hereby consents to Seller executing financing statements and filing said financing statements to protect Sellers security interest in the product. Buyer shall maintain the product in good condition, keep the product free from liens and encumbrances, and

shall not use or permit use of the product in a manner likely to damage it, nor remove or permit the removal of the product from the installation location, nor permit the disassembly of the product and shall permit inspection by Seller's representatives at reasonable times until all invoices have been paid in full. Buyer shall procure and maintain fire, extended coverage, vandalism and malicious mischief insurance to the full insurable value of the products, with loss payable to Seller as its interest may appear.

11. **DISCLAIMER OF WARRANTIES:** THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE BY SELLER. ANY DESCRIPTION OF THE GOODS CONTAINED IN THIS AGREEMENT IS FOR THE SOLE PURPOSE OF IDENTIFYING THE GOODS, IS NOT PART OF THE BASIS OF THE BARGAIN, AND DOES NOT CONSTITUTE A WARRANTY THAT THE GOODS SHALL CONFORM TO THAT DESCRIPTION. THE USE OF ANY SAMPLE OR MODEL IN CONNECTION WITH THIS CONTRACT IS FOR ILLUSTRATIVE PURPOSES ONLY, IS NOT PART OF THE BASIS OF THE BARGAIN, AND IS NOT TO BE CONSTRUED AS A WARRANTY THAT THE GOODS WILL CONFORM TO THE SAMPLE OR MODEL. NO AFFIRMATION OF FACT OR PROMISE MADE BY THE SELLER, WHETHER OR NOT IN THIS AGREEMENT, SHALL CONSTITUTE A WARRANTY THAT THE GOODS WILL CONFORM TO THE AFFIRMATION OR PROMISE. BUYER AFFIRMS THAT HE HAS NOT RELIED UPON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS FOR ANY PARTICULAR PURPOSE, AND THIS SALE IS MADE WITHOUT ANY WARRANTY BY SELLER THAT GOODS ARE SUITABLE FOR ANY PARTICULAR PURPOSE.

Seller will pass through all manufacturers' warranties to Buyer. Seller will assist in coordinating the repair or replacement of the product by the manufacturer.
12. **CONSEQUENTIAL DAMAGES:** IN NO EVENT SHALL THE SELLER BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGE TO OTHER PROPERTY CAUSED BY ANY DEFECT IN THIS PRODUCT, INCONVENIENCE, LOSS OF GOODWILL, LOST PROFITS OR REVENUE, LOSS OF USE OF THIS PRODUCT, COST OF SUBSTITUTIVE PRODUCTS OR MODIFICATIONS, DOWNTIME COSTS OTHER EQUIPMENT COSTS OR CLAIMS OF ANY PARTY DEALING WITH PURCHASER FOR SUCH DAMAGES, RESULTING FROM THE USE OF THIS PRODUCT, OR ANY OTHER LEGAL THEORY.
13. **TITLE, RISK OF LOSS AND DAMAGE:** Buyer shall not be liable for any shipping damage, delay, default, loss or expense occurring during or attributable to transportation by any third party carrier. Title and risk of loss or damage to the product shall pass to Buyer when the product is delivered to Buyer or Buyer's agent whichever first occurs.
14. **AUTHORITY OF SELLER'S AGENTS:** No agent, employee or representative of the Seller has any authority to bind the Seller to any affirmation, representation or warranty concerning the goods sold under this agreement, and unless an affirmation, representation, or warranty made by an agent, employee or representative is specifically included within this written agreement, it has not formed a part of the basis of this bargain and shall not in any way be enforceable.
15. **MODIFICATIONS:** This agreement can be modified or rescinded only by a writing signed by both of the parties or by their duly authorized agents.
16. **PRODUCT DESIGN.** Seller reserves the right at any time and without notice to change, discontinue or modify the design and construction of any of its products and to substitute material of equal or superior to that originally specified. All designs, plans, drawings, specifications, samples, and the contents therein regarding this sale shall remain the property of Seller and may not be used, reproduced or distributed, in whole or in part without written permission from Seller.
17. **INTERPRETATION – PAROL EVIDENCE:** This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement the definition contained in the Code is to control.
18. **WAIVER:** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
19. **TIME FOR BRINGING ACTION:** Any action for breach of this contract must be commenced within two (2) years after the cause of action has accrued.
20. **APPLICABLE LAW:** This agreement shall be governed by Wisconsin Law and the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Wisconsin as effective and in force on the date of this agreement.
21. **PLACE OF SUIT/VENUE:** Any suit under this contract shall be in the Circuit Court for Washington County, Wisconsin.
22. **ACCEPTANCE:** Acceptance of this offer must be made on its exact terms and if additional or different terms are proposed by Buyer no contract shall come into existence without offeror's assent to the counteroffer.
23. **ATTORNEY FEES:** Costs and expenses of litigation. If Seller shall institute legal proceedings against Buyer based upon a cause of action arising out of this agreement, and Seller shall prevail, Buyer shall be responsible for all costs and expenses incurred by Seller in such proceedings, including reasonable attorney's fees.
24. **FORCE MAJEURE:** Neither party shall be liable for defaults or delays due to Acts of God or the public enemy, acts or demands of any government or governmental agency, strikes, fires, flood, accidents or other unforeseeable causes beyond its control and not due to its fault or negligence.
25. **FACSIMILE SIGNATURES:** Writings and signatures between the parties shall be allowed by facsimile transmission. E-mail (electronic communication) shall not be so recognized.

Wittenberg Floor Covering

W63 N139 Washington Avenue, Cedarburg 53012
262-377-0930 | Fax: 262-377-3361 | PO Box: 112

Proposal

Proposal Submitted To:

OZAUKEE ADMINISTRATIVE CENTER

P.O. Box 994

Port Washington, WI 53074

Attention: Joe Hicks

Job Location:

Date 3/25/22

Job Name:

Job Address:

Job Phone: 262-483-0061

Description

THIRD FLOOR OFFICES, HALLS, CONFERENCE ROOM AND ROOM 342:

Install "Lucky Break", 24" x 24" carpet tile, color 34415 Serendipity, after removing the existing glue-down carpet. Price includes removing and re-installing new 4" cove base, color _____. Price also includes basic prep (scraping, skim coating). Excess prep price would be based on "time and material" but would be explained before done.

* Customer is responsible for removing all furniture.

All material is guaranteed to be as specified by manufacturer. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate.

All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

50 % downpayment prior to order. Remaining balance due upon completion of project.

Above information is not an invoice and only an estimate of services/goods described above.

Down payment of 50% will be collected prior to the order being placed.

All deposits/downpayments are non-refundable and therefore verifies this as a signed contract.

Please confirm your acceptance of this proposal by signing this document. The above prices, specifications and conditions are satisfactory and are hereby accepted, thus authorizing us to do the work as specified. Payment will be made as outlined above.

Signature:

Authorized Signature:

VALID for 30 days, sale pricing valid until end of sale

Thank you for your business!

Total: \$28,541.08

Downpayment:

Balance Due After Install:

Attachment: Proposals Received (Human Services Budget Amendment Request - 3rd Floor Carpeting)

RCS COMMERCIAL INTERIORS

7075 W Parkland Ct, Milwaukee WI 53223

1-800-283-7274

Date: 04.26.22

Company: Ozaukee County

Name: Joe Hicks

Address: 121 W. Main St
Port Washington, WI 53074

Manufacturer	Description	Unit Price	Qty.	Total
<u>Main Area</u>				
PHI	Carpet Squares - Lucky Break Serendipity	\$27.00	581	\$15,687.00
PHI	Carpet Glue 4 Gallon Pail	\$121.00	15	\$1,815.00
RCS	Carpet Removal / Installation / Vinyl Base Installation / Floor Prep	\$15,855.00	1	\$15,855.00
RCS	Vinyl Base - Burnt Umber	\$1.30	1440	\$1,872.00
RCS	Vinyl Base Adhesive	\$8.46	22	\$186.12
RCS	Labor to Knockdown and Stage Furniture for Carpet Removal	\$2,520.00	1	\$2,520.00
<u>Other 4 Office Area</u>				
PHI	Carpet Squares - Lucky Break Serendipity	\$27.00	64	\$1,728.00
PHI	Carpet Glue 4 Gallon Pail	\$121.00	1	\$121.00
RCS	Carpet Removal / Installation / Vinyl Base Installation / Floor Prep	\$1,420.00	1	\$1,420.00
RCS	Vinyl Base - Burnt Umber	\$1.30	480	\$624.00
RCS	Vinyl Base Adhesive	\$8.46	5	\$42.30
RCS	Labor to Knockdown and Stage Furniture for Carpet Removal	\$385.00	1	\$385.00
Total				\$42,255.42

Sales Tax Additional
Quote Valid for 30 days

Approved by: _____

Date _____



1542 N. Port Washington Rd. • Grafton, WI 53024

Phone: 262-376-7300 • Fax: 262-376-7514

Email: carpetgaloreinc@bcglobal.net • Website: carpetgaloreandflooring.com

Ozaukee County Administration Center
121 W. Main St.
Port Washington, WI 53074

4/27/2022

Attention: Joe Hicks

On behalf of Carpets Galore and myself, I am pleased to provide you with the following estimate for flooring to be installed in your facility.

Shaw – Lucky Break – Serendipity – 24"x 24" Carpet Tile

Installed direct glue down.
Roppe Cove Base Black
Roppe Vinyl Transitions Black
Removal and disposal of existing carpet (on site dumpster included)
D5000 Adhesive
Triseal primer
Minimal floor prep
Furniture Moving
After hours labor

Fiscal Service Offices Total Cost: \$ 11,700.00
Human Service Offices Total cost: \$ 31,700.00 } \$43,400.00

As always, this estimated does not include the cleaning of other trades' debris. This item would be billed at a "time and material" basis.

If you have any questions or comments, please do not hesitate to call.

Sincerely yours,
Carpets Galore, Inc.
David Zwick

Attachment: Proposals Received (Human Services Budget Amendment Request - 3rd Floor Carpeting)

Health and Human Services Committee**AGENDA INFORMATION SHEET**

AGENDA DATE: May 24, 2022
DEPARTMENT: Human Services
DIRECTOR: Liza Drake
PREPARER: Brad Mueller

Agenda Summary HS/ADRC/Aging Financial Report

ATTACHMENTS:

- HS Aging ADRC Comm Rpt Apr 22 (PDF)

Profit and Loss Statement ACTUAL TO AMENDED BUDGET

E q u i t y:

Packet Pg. 66