



Common Council Chambers – City Hall Room 100
7325 W Forest Home Ave, Greenfield, Wisconsin

COMMON COUNCIL MEETING AGENDA MEETING AGENDA

Tuesday, August 17, 2021 - 7:00 PM

- A. Call to Order & Roll Call
- B. Opening Prayer
- C. Pledge of Allegiance
- D. Approval of the June 20, 2021 Common Council minutes
- E. Mayor's Report
- F. Aldermanic Reports
- G. Announcements
- H. Citizen Commentary
- I. Public Hearings
 - 1. Public Hearing on a Special Use Permit for Anne's Acres, a proposed nursery and garden center, to be located at 8711 W. Forest Home Ave., submitted by Joel Cook, d/b/a Ogden Construction, and Youssef Azmani, d/b/a Anne's Acres. (Tax Key No. 615-9944-001) (PC-7/13/21 Kastner)
 - a. Approve a Resolution for a Special Use Permit for Anne's Acres, a proposed nursery and garden center, to be located at 8711 W. Forest Home Ave., submitted by Joel Cook, d/b/a Ogden Construction, and Youssef Azmani, d/b/a Anne's Acres. (Tax Key No. 615-9944-001) (PC-7/13/21 Kastner)
 - b. Approve the Site, Landscaping and Architectural Plans for Anne's Acres, a proposed nursery and garden center, to be located at 8711 W. Forest Home Ave., submitted by Joel Cook, d/b/a Ogden Construction, and Youssef Azmani, d/b/a Anne's Acres. (Tax Key No. 615-9944-001) (PC-7/13/21 Kastner)
- J. Old Business
 - 1. Appointments to various committees and commissions:
 - a. Council appointments:
 - i. One member to the Board of Public Works for a term to expire 5/1/2022 (formerly Richard Kasza)
 - b. Mayor appointments, confirmed by Council:
 - i. One member to the Board of Health for a term to expire 6/1/2022 (formerly Allen

Owen)

- ii. One member to the Tree Commission for a term to expire 5/1/23 (formerly Lew Silva)

K. New Business

1. Appointments to various committees and commissions:
 - a. Mayor appointments:
 - i.
 - One alternate member to the Plan Commission for a term to expire 5/31/2025 (formerly Robert Krenz)
2. Claim received from Wal-Mart Real Estate Business Trust (Goergen)
3. Applications for operator licenses (Goergen)
4. Approve an Outdoor Special Event application for Friends Fest, an event to be located at Friends on Forest Home at 5614 W. Forest Home Ave., September 3-4, 2021. Application includes the following combination of licenses/permits: OSE, Extension of Premises (beer, live music, car show), Food, and Commercial building, electrical and plumbing. *Requesting Council approval to allow unaccompanied underage individuals on the licensed beer premises pursuant to Wis. Stat. 125.07(3)(a)12.* (Porter)
5. Approve an Outdoor Special Event application for the Pompeii Men's Club Car Show event, to be located at Meyer's Restaurant, 4260 S. 76 St., September 18, 2021. Application includes the following combination of licenses/permits: OSE, Food, and Commercial building, electrical and plumbing. *Requesting Council approval to waive all applicable fees.* (Porter)
6. Approve a Certified Survey Map for proposed combination of two parcels located at 8711 W. Forest Home Ave., submitted by Youssef Azmani and Anne Azmani, d/b/a Anne's Acres. (Tax Key No. 615-9944-001) (PC-8/10/21 Kastner)
7. Approve Grant Agreement between Community Advocates, Inc., and the Greenfield Health Department (and Healthiest Greenfield Coalition) related to 2021 State Opioid Response Prevention grant funding. (Rausch)
8. Discussion and decision to revise job description for the Firefighter/EMT/Paramedic in the Fire Department (Chief Cohn)
9. Discussion/decision on Equipment Sharing Agreement Between Milwaukee County Fire Departments (Chief Cohn)
10. Discussion / Decision to revise job description for Police Officer in the Police Department (Radakovich)
11. Discussion/Decision re: membership commitment with Cities and Villages Mutual Insurance Company ("CVMIC") and set annual premiums for policy years 2022, 2023 and 2024. (Goergen)
12. Approve an Ordinance to amend Section 21.04.0902 of the Municipal Code pertaining to Decks, Patios, and Porches/Breezways being permitted in required front yards. (PC-8/10/21 Kastner)

13. Discussion and decision on Resolution Authorizing the Release of Certain Restrictions on the Real Estate located at 6815 W Layton Ave (Sajdak)
14. Approval of schedules of disbursements in the amount of \$7,238,931.98
15. Approval of mileage reimbursements in the amount of \$618.17
16. Investments and reinvestments for June 2021
17. Accept June 2021 financial statements
18. Common Council to go into closed session pursuant to Wis. Stat. § 19.85 (1)(b) & (f), considering licensure, social or personal history, or medical information, for purposes of issuing a 2021-2022 operator license to the following:
 - a. Bao Quoc Vo
19. Adjourn closed session and reconvene into open session.
20. Decision re: Operator License for Bao Quoc Vo

L. Items for future agenda

M. Adjourn

PLEASE NOTE: Upon reasonable notice, efforts will be made to accommodate the needs of disabled individuals through sign language interpreters or other auxiliary aids. For additional information or to request this service, contact the Department of Human Resources at 329-5208, (FAX) 543-6158, TDD 1-800-947-6644 (Wisconsin Telecommunications Relay System), or by writing to the Director of Human Resources/ADA Coordinator at Greenfield City Hall, 7325 West Forest Home Avenue, Room 101, Greenfield, WI 53220. Greenfield City Hall is wheelchair accessible from the west and south entrances.

RESOLUTION NO. ____

Special Use Permit for Anne's Acres, a proposed nursery and garden center, to be located at 8711 W. Forest Home Ave., submitted by Joel Cook, d/b/a Ogden Construction, and Youssef Azmani, d/b/a Anne's Acres. (Tax Key No. 615-9944-001)

WHEREAS, Joel Cook, d/b/a Ogden Construction, and Youssef Azmani, d/b/a Anne's Acres, duly filed with the City Clerk an application for a Special Use Permit, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code, to establish a nursery and garden center at 8711 W. Forest Home Ave.; and,

WHEREAS, after due notice, a public hearing was held by the Common Council on August 17, 2021, at 7:00 p.m. or soon thereafter, to consider the application; and,

WHEREAS, the Common Council, having carefully considered the evidence presented at the public hearing and the following pertinent facts noted:

1. The applicant, Joel Cook, d/b/a Ogden Construction, has offices at 11113 W. Forest Home Ave., Franklin, WI 53132.
2. The property is owned by Youssef Azmani, 9076 W. Forest Home Ave., Greenfield, WI 53228.
3. Anne's Acres will occupy approximately 1,200 sq. ft. of the commercial building to be constructed at 8711 W. Forest Home Ave., Greenfield, Milwaukee County, Wisconsin, more particularly described as follows:

That part of the Southeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 28, Township 6 North, Range 21 East, City of Greenfield, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Southeast corner of the Northwest corner of Section 28, Township 6 North, Range 21 East; thence N00°47'51''W 784.99 feet along the East line of said Northwest Section to the North line of Hale Park East; thence S82°15'25''W along said North line of Hale Park East Subdivision 490.29 feet to the point of beginning; thence continuing along said North line S82°15'25''W 273.06 feet; thence N46°24'42''W 454.33 feet; thence N43°45'00''E 230.35 feet; thence S44°50'17''E 624.53 feet to the point of beginning.

Tax Key No. 615-9944-001

Said land being located at 8711 W. Forest Home Ave.

4. The applicant is proposing to establish a nursery and garden center within the new construction.

5. The aforesaid premise is zoned C-2 Community Commercial District under the Zoning Ordinance of the City of Greenfield, which permits Nursery, Garden Center, & Farm Supply Stores as a Special Use, pursuant to Sec. 21.04.0603, Sec. 21.04.0700 and Sec. 21.08.0103 of the Municipal Code.

6. The subject property is part of an area along the W. Forest Home Ave. corridor that is developed for mixed uses. Properties to the north, south, and east are developed as residential. Properties to the west are developed as institutional.

7. The proposed development should not adversely contribute to traffic volumes or traffic flow in the area.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield that the application of Joel Cook, d/b/a Ogden Construction, and Youssef Azmani, d/b/a Anne's Acres, to establish a nursery and garden center, to be located at 8711 W. Forest Home Ave., be, and is hereby granted on the following grounds:

That the establishment, maintenance and operation of the proposed use, with the imposition of certain conditions hereinafter set forth, reasonably satisfies the standards set forth in Sec. 21.04.0603 and Sec. 21.08.0103 of the Municipal Code, so as to permit the issuance of a special use permit as therein provided.

BE IT FURTHER RESOLVED that said Special Use Permit is granted subject to the following conditions:

1. Site and Landscaping Plans. The grant of this Special Use Permit is subject to and conditioned upon the Site Plan and all other applicable conditions approved by the Plan Commission on July 13, 2021 and by the Common Council on August 17, 2021. No alteration or modification of the approved plan shall be permitted without approval by the Common Council.

2. Building Plans and Fire Codes. The grant of this Special Use is subject to building plans being submitted to and approved by the Inspection Services Division and by the Fire Department.

3. Hours of Operation. The allowable hours of operation for Anne's Acres will be Monday-Friday, 9:00am-7:00pm, and Saturday-Sunday, 9:00am-5:00pm.

4. Off-Street Parking. The proposed nursery and garden center requires nineteen (19) off-street parking spaces. Twenty-three (23) off-street parking stalls are to be provided on site.

5. Signage. Signage shall be in compliance with the City's Signage Ordinance. Any building window signage shall not exceed twenty-five (25) percent of the net glazed front window area per business premises. Rope/LED trim lighting shall not be allowed.

6. Public Nuisance. In accordance with Chapter 11 of the Municipal Code, Public Nuisances are prohibited. Public Nuisances include blighted properties due to an accumulation

thereon of junk or other unsightly debris. Enforcement and abatement of public nuisances, including revocation of the Special Use Permit, may take place after three (3) or more nuisance activities have occurred at a premise on separate days during a one hundred and eighty (180) day period.

7. Marketing Displays. The use of pennants, special lighting, flags, streamers or other signage typically temporary in nature, hanging, floating or attached to a structure or vehicle shall not be permitted.

8. Outdoor Lighting. All outdoor lighting fixtures shall be shielded in such a manner that no light splay from the property boundaries. Full-cut off fixtures and or house side shields utilized to minimize light splay. Rope/LED trim lighting is not permitted.

9. Litter. Employees shall inspect the area and the immediate vicinity and pick up litter on a daily basis.

10. Refuse Collection. All refuse to be provided by a commercial hauler. All refuse, recyclables and other waste material shall be screened from view by the existing fence/enclosure provided on site.

11. Pest Control. Exterior pest control shall be maintained at all times and pest control problems shall be addressed immediately.

12. Pagers, Intercoms. The use of outdoor pagers, intercoms, or speakers shall not be permitted on site as surrounding land use consists of residential uses.

13. Noxious Odors, Etc. The use shall not emit foul, offensive, noxious or disagreeable odors, gases, or effluvia into the air. Mechanical systems shall be maintained to efficiently remove noxious odors.

14. Pollution. The use shall not cause any noxious or unwholesome liquid or substance or any dirt, mud, sand, gravel, or stone refuse or other materials to be deposited upon any public right of way or flow into any sanitary sewer, storm sewer, or water supply system, or onto adjacent properties.

15. Deliveries and Refuse Pickup. The property will be required to abide by the City of Greenfield health/public nuisance rules per Chapter 12 of the Municipal Code. Because there is a residential neighborhood adjacent to the site, delivery operations and refuse pick up shall only be permitted during daytime hours. These functions shall not be permitted between the hours of 9:00 p.m. and 7:00 a.m.

16. Expiration of Special Use Permit. Any special use approved by the Common Council shall lapse and become null and void one (1) year from and after that approval if the use has not commenced, construction is not underway, or the owner has not obtained a valid building permit. An extension of these time limitations may be granted without a public hearing by the Common Council by resolution reauthorizing the special use in accordance with the following criteria:

A. The applicant requesting the extension shall complete a planning application available from the Community Development Division and shall submit a \$350.00 special use permit review/amendment fee.

B. A written explanation for the extension of time shall accompany the planning application along with a timeline/schedule for obtaining necessary permits, zoning, state and municipal approvals and a target date for construction start;

C. The request for extension shall be submitted within sixty (60) days of the expiration of the special use permit;

D. The extension, if granted, shall be valid for a period of six (6) months. If no building permit has been issued and construction has not commenced within six (6) months from and after the extension has been granted, the special use shall become null and void.

17. Miscellaneous.

A. Applicants are advised that the foregoing conditions are reasonably necessary to protect the public interest and to secure compliance with the standards and requirements specified in Sec. 21.04.0603 and Sec. 21.08.0103 of the Municipal Code; that the issuance of the special use is expressly subject to compliance with said conditions.

B. The use, as granted herein, is subject to applicants' compliance with all other state and local laws and regulations which may be applicable to the proposed use of the real estate in question.

C. The special use, as granted herein, shall run with the land and benefit and restrict all future owners and occupants of the property, unless the use shall lapse or be terminated and the use will not be altered or extended (including structural alterations and/or additions) without the approval of the Common Council, following public hearing, all as provided in Sec. 21.04.0603 and Sec. 21.08.0103 of the Municipal Code.

18. Lapse. If the applicant does not meet all of the terms and conditions set forth in this grant of a special use within one year of the granting thereof, then the Special Use Permit shall lapse and become null and void and the applicant shall forfeit any right to use the property as conferred by the Special Use Permit. The failure of the applicant to meet the terms and conditions of the Special Use Permit shall subject the permit to being declared void by the Common Council after notice to the applicant and a hearing before the Common Council. Upon a finding by the Common Council on the matter, the applicant and/or any interested person may make comments regarding the matter to the Common Council prior to the Common Council's next regular meeting following the hearing recommendation. Upon the Common Council's finding that the Special Use Permit has lapsed and become void, the applicant shall cease all operations at the property.

19. Termination of Special Use. If the person or entity granted the special use violates, allows or suffers the violation of the ordinances of the City of Greenfield, the State of Wisconsin

or the United States on the premises covered by the special use, then the special use may be terminated.

20. Acknowledgement. That the applicants sign an acknowledgment that he/she/they has/have received these terms and conditions and will abide by them.

The undersigned applicant agrees to the terms and conditions and has agreed that the grant of the Special Use Permit is conditioned on meeting the terms and conditions of this resolution.

Joel Cook, d/b/a Ogden Construction

Youssef Azmani, d/b/a Anne's Acres

Provided to applicant on the
_____ day of _____, 2021

Community Development Manager

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the _____ day of _____, 2021.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

CITY OF GREENFIELD
OPERATOR LICENSE APPLICANTS

08/13/2021

OPERATOR'S REGULAR

<u>NAME</u>	<u>ADDRESS</u>	<u>CITY, STATE, ZIP</u>
Alisha Mokwinski	3009 E Grange AVE Apt 8	Cudahy, WI 53110
Christopher James Grabowski	825 E Mackinac AVE	Oak Creek, WI 53154
Clayton Thomas Delcore	708 Blaine AVE Upper	Racine, WI 53405
Georgia Marie Strand	1346 S 56th ST	Milwaukee, WI 53214
Katelyn Eileene Derus	13850 Underwood River PKWY	Elm Grove, WI 53122
Keith Andrew Lewis	5536 Whirlaway LN	Racine, WI 53402
Kevin Kenneth Kais	3201 Pleasant View CIR	Caledonia, WI 53108
Kristine Ann Velasquez	2908 S 38th ST	Milwaukee, WI 53215
Maria Rose Wall	141 S 80th ST	Milwaukee, WI 53214
Melissa Marie Martin	7883 S Scepter DR 2	Franklin, WI 53132
Nigma Farhat	8016 W Oklahoma AVE Unit 17	West Allis, WI 53219
Paul Louis Schwabe	4146 S 58th ST	Milwaukee, WI 53220
Samantha Rose Lukasavitz	2217 W Grange AVE	Milwaukee, WI 53221
Scott Anthony Muehlenberg	521 Brasted PL	Waukesha, WI 53186
Tarunkumar Patel	4635 S 20th ST #210	Milwaukee, WI 53221
Thomas A Schultz	4104 S 43rd ST 6	Greenfield, WI 53220
Voula Diamantopoulos-Owens	620 E Andrew CIR	Oak Creek, WI 53154



Committee: Common Council, August 17, 2021

Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: August 17, 2021

RELATING TO:

Outdoor Special Event application for Friends Fest, an event to be located at Friends on Forest Home at 5614 W. Forest Home Ave., September 3-4, 2021.

SUMMARY:

Application includes the following combination of licenses/permits: Extend Licensed Premises (beer, live music, car show), Food, and Commercial Building/Electrical.

All various dept. review/approval has occurred.

<u>Event Date</u>	<u>Start Time</u>	<u>Beer Finish</u>	<u>End Time</u>
Friday, 9/3	5:00 p.m.	10:00 p.m.	10:00 p.m.
Saturday, 9/4	1:00 p.m.	10:00 p.m.	10:00 p.m.

Set-up: Wednesday, 9/1, 12pm

Breakdown: Sunday, 9/5, 10am

Live music 9/3, 5pm – 10pm; 9/4 1pm – 10pm. Car show 9/3, 5pm – 10pm.

Recommendation: Approve the Outdoor Special Event application for Friends Fest, an event to be located at Friends on Forest Home at 5614 W. Forest Home Ave., September 3-4, 2021, and all applicable licenses/permits.

ATTACHMENTS: KEY ISSUES ____ BACKGROUND ____ RESOLUTION ____ FISCAL NOTE ____
MOTION ____ OTHER ____



Committee: Common Council, August 17, 2021

Item Number:

Introduced By: Kristi Porter, Community Development Manager

Date Introduced: August 17, 2021

RELATING TO:

Outdoor Special Event application for the Pompeii Men's Club Car Show event, to be located at Meyer's Restaurant, 4260 S. 76 St., September 18, 2021.

SUMMARY:

Application includes the following combination of licenses/permits: Outdoor Special Event, commercial building/electrical/plumbing, and Food.

All various dept. review/approval has occurred.

<u>Event Date</u>		<u>Start Time</u>	<u>End Time</u>
Sat., 9/18	Car Show	9:00 a.m.	3:00 p.m.

Set-up: Saturday, 9/18, 8:00am

Breakdown: Monday, 9/20

Applicant requesting to waive \$50 Event fee and health/food fees.

Recommendation: Approve the Outdoor Special Event application for the Pompeii Men's Club Car Show event, to be located at Meyer's Restaurant, 4260 S. 76 St., September 18, 2021 and all applicable licenses/permits, waive any applicable fees.

ATTACHMENTS: KEY ISSUES ___ BACKGROUND ___ RESOLUTION ___ FISCAL NOTE ___
MOTION ___ OTHER ___



GRANT AGREEMENT
between
COMMUNITY ADVOCATES and
Greenfield Health Department
for
Alliance WI Youth State Opioid Response Prevention

Agreement Amount: \$8,800.00

Agreement Term Period: 9/30/2020 to 9/29/2021

CA Division: Public Policy Institute

CA Grant Administrator: Hannah Lepper

CA Telephone: 920-209-7750

CA Email: hlepper@communityadvocates.net

Grantee Grant Administrator:

Abby Gorecki

Grantee Telephone: 414-329-5268

Grantee Email: abby.gorecki@greenfieldwi.us

Grantee DUNS Name:

Greenfield Health Department

Grantee DUNS Number: 089855373

Grantee FEIN: 39-6005924

CA and the Grantee acknowledge that they have read the Agreement and the attached documents, understand them and agree to be bound by their terms and conditions. Further, CA and the Grantee agree that the Agreement and the exhibits and documents incorporated herein by reference are the complete and exclusive statement of agreement between the parties relating to the subject matter of the Agreement and supersede all proposals, letters of intent or prior agreements, oral or written and all other communications and representations between the parties relating to the subject matter of the Agreement. CA reserves the rights to reject or cancel Agreements based on documents that have been altered. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by CA.

Community Advocates

Authorized Representative

Name: Andi Elliott

Title: CEO

Signature: _____

Date: _____

Grantee

Authorized Representative

Name: Darren Rausch

Title: Health Officer/Director

Signature: _____

Date: _____

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1. DEFINITIONS

Words and terms will be defined by their ordinary and usual meanings. Unless negotiated otherwise by the parties, where capitalized, the following words and terms will be defined by the meanings indicated. The meanings are applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Agency: an office, department, agency, institution of higher education, association, society or other body in State of Wisconsin government created or authorized to be created by the Wisconsin State Constitution or any law, which is entitled to expend monies appropriated by law, including the Legislature and the courts.

Business Associate: pursuant to 45 C.F.R. § 160.103, a business associate includes:

- (i) A health information organization, e-prescribing gateway, or other person that provides data transmission services with respect to protected health information to a covered entity and that requires access on a routine basis to such protected health information.
- (ii) A person that offers a personal health record to one or more individuals on behalf of a covered entity.
- (iii) A subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.

Business Day: any day on which Community Advocates is open for business, generally Monday through Friday unless otherwise specified in this Agreement.

Confidential Information: all tangible and intangible information and materials being disclosed in connection with this Agreement, in any form or medium without regard to whether the information is owned by the State of Wisconsin or by a third party, which satisfies at least one (1) of the following criteria: (i) Personally Identifiable Information; (ii) Protected Health Information under HIPAA, 45 C.F.R. § 160.103; (iii) non-public information related to DHS' employees, customers, technology (including databases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information expressly designated as confidential in writing by DHS. Confidential Information includes all information that is restricted or prohibited from disclosure by state or federal law.

Day: calendar day unless otherwise specified in this Agreement.

DHS: Department of Health Services.

Grant Administrator: individual(s) responsible for ensuring all steps in the grant administration process are completed, including drafting grant language, negotiating grant terms, and monitoring the granted entity's performance.

Personally Identifiable Information: an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

Protected Health Information (PHI): health information, including demographic information, created, received, maintained, or transmitted in any form or media by the Business Associate, on behalf of the Covered Entity, where such information relates to the past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the payment for the provision of health care to an individual, that

identifies the individual or provides a reasonable basis to believe that it can be used to identify an individual.

Publicly Available Information: any information that an entity reasonably believes is one of the following: a) lawfully made widely available through any media; b) lawfully made available to the general public from federal, state, or local government records or disclosures to the general public that are required to be made by federal, state, or local law.

2. ORDER OF PRECEDENCE

This Agreement and the following documents incorporated by reference into the Agreement constitute the entire agreement of the parties and supersedes all prior communications, representations or agreements between the parties, whether oral or written. Any conflict or inconsistency will be resolved by giving precedence in the following descending order:

1. The Business Associate Agreement (BAA) if applicable.
2. The terms of this Agreement.
3. Any and all exhibits or appendices to this Agreement.

3. PARTIES

- A. Community Advocates (CA) is the agency responsible for overseeing the coordination and integration of social service programs. CA's principal business address is 728 N James Lovell Street, Milwaukee, Wisconsin 53233.
- B. Greenfield Health Department (Grantee)'s principal business address is 7325 W. Forest Home Ave., Greenfield, WI 53220.

4. PURPOSE AND SCOPE

This Grant Agreement (Agreement) and Exhibit(s) describe the terms and conditions under which the Grantee receives an award from CA to carry out part of a state and/or federal program.

The Grantee agrees to provide goods and/or care and services consistent with the purposes and conditions of the objectives that it has agreed to attain within the Agreement period as referred to in the attached appendices.

Section 4.1 of this Agreement allows the user to provide a list of additional Exhibits to the Agreement. Please provide the scope of work for the work being conducted by the Grantee as Exhibit 1.

4.1 List of Exhibits

- Exhibit 1: Application
- Exhibit 2: Budget
- Exhibit III: Special Requirements

5. CONTACT INFORMATION

CA Grant Administrator
Grant Administrator Name: **Hannah Lepper**
Telephone: **920-209-7750**
Email: hlepper@communityadvocates.net

Grantee Grant Administrator
Grant Administrator Name: **Abby Gorecki**
Telephone: **414-329-5268**
Email: abby.gorecki@greenfieldwi.us

CA will mail legal notices to the Grantee's Grant Administrator at the address identified in Section 3, unless otherwise notified by the Grantee.

6. PAYMENT FOR GRANT AWARD

- A. All payments to Grantees will be made by check. Invoices received by the 10th of the month will receive payment in the beginning of the following month.
- B. The Grantee shall report all allowable costs plus any required matching funds stipulated in the reporting instructions for this Agreement, which are incorporated by reference in the Allowable Cost Policy Manual: <https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>.
- C. The Grantee shall submit expenditures on the form required by CA via email to the attention of Kari Southern at ksouthern@communityadvocates.net.
- D. Payments to the Grantee will be made on a monthly basis per the CA Processing Dates schedule and based on expenditures submitted by the Grantee on the form required by CA.
- E. Expense reports received timely in accordance with the CA Processing Dates schedule will be reviewed and processed per the CA Processing Dates schedule.
- F. Payments to the Grantee shall not exceed the total Agreement award.
- G. If CA determines, after notice to the Grantee and opportunity to respond, that payments were made that exceeded allowable costs, the Grantee shall refund the amount determined to be in excess within 30 days of notification by CA. CA may, at its sole discretion, make such refund by withholding money from future payments due the Grantee, at any time during or after the Agreement period. CA reserves the right to recover such excess funds by any other appropriate legal means.

7. REPORTING

- A. The Grantee shall comply with CA's program reporting requirements as specified in the Scope of Work.
- B. The required reports shall be forwarded to CA Grant Administrator according to the schedule established by CA.

8. FEDERAL AND STATE RULES AND REGULATIONS

- A. The Grantee agrees to meet state and federal laws, rules, regulations, and program policies applicable to this Agreement.
- B. The Grantee will act solely in its independent capacity and not as an employee of CA. The Grantee shall not be deemed or construed to be an employee of CA for any purpose.
- C. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives federal funds, either directly or through the state, for the purpose of providing services to children under the age of 18.

9. AFFIRMATIVE ACTION

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

As required by Wisconsin's Contract Compliance Law, Wis. Stat. § 16.765 and Wis. Admin. Code § Adm 50.04, the Grantee must agree to equal employment and affirmative action policies and practices in its employment programs:

The Grantee agrees to make every reasonable effort to develop a balance in either its total workforce or in the project-related workforce that is based on a ratio of work hours performed by handicapped persons, minorities, and women except that, if the department finds that the Grantee is allocating its workforce in a manner which circumvents the intent of this chapter, the Department may require the Grantee to attempt to create a balance in its total workforce. The balance shall be at least proportional to the percentage of minorities and women present in the relevant labor markets based on data prepared by the Department of Industry, Labor and Human Relations, the Office of Federal Contract Compliance Programs or by another appropriate governmental entity. In the absence of any reliable data, the percentage for qualified handicapped persons shall be at least 2% for whom a Grantee must make a reasonable accommodation.

The Grantee must submit an Affirmative Action Plan within fifteen (15) working days of the signed Agreement. Exemptions exist, and are noted in the Instructions for Grantees posted on the following website:
<http://vendornet.state.wi.us/vendornet/doaforms/DOA-3021P.pdf>

The Grantee must submit its Affirmative Action Plan or request for exemption from filing an Affirmative Action Plan to:

Department of Health Services
Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707
dhscontractcompliance@dhs.wisconsin.gov

10. CIVIL RIGHTS COMPLIANCE

As required by Wis. Stat. § 16.765, in connection with the performance of work under this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

[FOR US DHHS (CMS/FDA/HRSA/CDC/NIH) GRANT:]In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and regulations implementing these Acts, found at 45 C.F.R. Parts 80, 84, and 91 and 92, the Grantee shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the Grantee directly or through a Subgrantee or any other entity with which the Grantee arranges to carry out its programs and activities.

[FOR USDA/FNS GRANT:]In accordance with the provisions of Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and the regulations implementing these Acts, found at 7 C.F.R. Parts 15, 15a, and 15b, and Part 16, 28 C.F.R. Part 35, and 45 C.F.R. Part 91, the Grantee shall not discriminate based on race, color, national origin, sex, religious creed, disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United States Department of Agriculture.

The Grantee must file a Civil Rights Compliance Letter of Assurance (CRC LOA) for the current compliance period, within fifteen (15) working days of the effective date of the Agreement. If the Grantee employs fifty (50) or more employees and receives at least \$50,000 in funding, the Grantee must complete a Civil Rights Compliance Plan (CRC Plan). The current Civil Rights Compliance Requirements and all appendices are hereby incorporated by reference into this Agreement and are enforceable as if restated herein in their entirety. The Civil Rights Compliance Requirements, including the CRC LOA form and the template and instructions for the CRC Plan can be found at <https://www.dhs.wisconsin.gov/civil-rights/requirements.htm> or by contacting:

Department of Health Services
Civil Rights Compliance
Attn: Civil Rights Compliance Officer
1 West Wilson Street, Room 651
P.O. Box 7850
Madison, WI 53707-7850
Telephone: (608) 267-4955 (Voice)
711 or 1-800-947-3529 (TTY)
Fax: (608) 267-1434
Email: DHSCRC@dhs.wisconsin.gov

The CRC Plan must be kept on file by the Grantee and made available upon request to any representative of DHS. Civil Rights Compliance Letters of Assurances should be sent to:

Department of Health Services
Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707
dhscontractcompliance@dhs.wisconsin.gov

The Grantee agrees to cooperate with DHS in any complaint investigations, monitoring or enforcement related to civil rights compliance of the Grantee or its Subgrantee(s) under this Agreement. DHS agrees to coordinate with the Grantee in its efforts to comply with the Grantee's responsibilities under these nondiscrimination provisions.

11. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

In connection with the performance of the work prescribed in this Agreement, it may be necessary for CA to disclose to the Grantee certain information that is considered to be confidential, proprietary, or containing Personally Identifiable Information (Confidential Information). The Grantee shall not use such Confidential Information for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations herein. The Grantee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement.

The Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically. CA or DHS may conduct a compliance review of the Grantee's security procedures to protect Confidential Information under Section 17 (Audits) of this Agreement.

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

The Grantee or its employees and Subgrantees will not reuse, sell, make available, or make use in any format the data researched or compiled for this Agreement for any venture, profitable or not, outside this Agreement.

The restrictions herein shall survive the termination of this Agreement for any reason and shall continue in full force and effect and shall be binding upon the Grantee or its agents, employees, successors, assigns, Subgrantee, or any party claiming an interest in this Agreement on behalf of or under the rights of Grantee following any termination.

Grantee shall advise all of their agents, employees, successors, assigns and Subgrantee which are engaged by the State of the restrictions, present and continuing, set forth herein. Grantee shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Grantee, its agents, employees, successors, assigns and Subgrantee regarding the restrictions herein.

- A. *Reporting to CA:* Grantee shall immediately report within five (5) business days to CA any use or disclosure of Confidential Information not provided for by this Agreement, of which it becomes aware. Grantee shall cooperate with CA's investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by CA or DHS for those activities.
- B. *Indemnification:* In the event of a breach of this section by Grantee, Grantee shall indemnify and hold harmless CA and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Grantee, and its Subgrantee, employees and agents, in violation of this section, including but not limited to, costs of credit monitoring and identity theft restoration coverage for one (1) year of coverage from the date the individual enrolls, of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by CA in the enforcement of this section.
- C. *Equitable Relief:* The Grantee acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to CA, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law. Accordingly, the parties specifically agree that CA, in its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or applicable law.
- D. *Liquidated Damages:* The Grantee agrees that an unauthorized use or disclosure of Confidential Information may result in damage to CA or the State's reputation and ability to serve the public interest in its administration of programs affected by this Agreement. Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be set forth herein. Assessment under this provision is in addition to other remedies under this Agreement and as provided in law or equity. CA and DHS shall assess reasonable damages as appropriate and notify the Grantee in writing of the assessment. The Grantee shall automatically deduct any assessed damages from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice. Liquidated Damages shall not exceed the following:
 - 1. \$1,000 for each individual whose Confidential Information was used or disclosed;
 - 2. \$2,500 per day for each day that the Grantee fails to substantially comply with the Corrective Action Plan under this Section
- E. *HIPAA:* The Grantee **IS NOT** a "Business Associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 C.F.R. § 160.103. If the parties are Business Associates, then the parties shall comply with DHS' Business Associate Agreement.

If the Grantee is a Business Associate, the Grantee agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 applicable to Business Associates. As defined herein, "Business Associate" shall mean the Grantee and Subgrantee and agents of the Grantee that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of Wisconsin, Department of Health Services.

In agreements for the provision of services, activities, or functions covered by the Health Insurance Portability and Accountability act of 1996 (HIPAA), the Grantee as a Business Associate must complete a Business Associate Agreement (BAA) [F-00759](#). This document must be fully executed before Agreement performance begins.

This Section shall survive the termination of the Agreement.

12. SUBGRANT or SUBCONTRACT

- A. CA reserves the right of approval of any Grantee's further contracts, grants, contractors, or grantees under this

Agreement, and the Grantee shall report information relating to any further contract, grants, contractors, or grantees to CA. A change in any further contractor or grantee or a change from a direct service provision to a further contractor or grantee may only be executed with the prior written approval of CA. In addition, CA approval may be required regarding the terms and conditions of any further contracts or grants and the further contractor or grantee selected. Approval of any further contracts, grants, contractors, or grantees will be withheld if CA reasonably believes that the intended further contractor or grantee will not be a responsible contractor or grantee in terms of services provided and costs billed.

- B. The Grantee retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into any further contract or grant and will be subject to enforcement of all the terms and conditions of this Agreement.

13. GENERAL PROVISIONS

- A. Any payments of monies to the Grantee by CA for goods and/or services provided under this Agreement shall be deposited in a Federal Deposit Insurance Corporation (the “FDIC”) insured bank. Any balance exceeding FDIC coverage must be collaterally secured.
- B. The Grantee shall conduct all procurement transactions in a manner that provides maximum open and free competition.
- C. If a state public official (see Wis. Stat. § 19.42), a member of a state public official’s immediate family, or any organization in which a state public official or a member of the official’s immediate family owns or controls at least a 10 percent (10%) interest is a party to this Agreement and if this Agreement involves payment of more than \$3,000 within a 12-month period, this Agreement is void unless appropriate written disclosure is made, according to Wis. Stat. § 19.45(6), before signing the Agreement. Written disclosure, if required, must be made to the State of Wisconsin Ethics Commission at:

Wisconsin Ethics Commission
PO Box 7125
Madison, WI 53707-7125
Fax: (608) 264-9319

- D. If the Grantee or Subgrantee is a corporation other than a Wisconsin corporation, it must demonstrate, prior to providing services under this Agreement, that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Wis. Stat. chs. 180 and 181 relating to foreign corporations.
- E. The Grantee agrees that funds provided under this Agreement shall be used to supplement or expand the Grantee’s efforts, not to replace or allow for the release of available Grantee funds for alternative uses.

14. ACCOUNTING REQUIREMENTS

- A. The Grantee’s accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports required by CA as contained in Section 6 of this Agreement, and support expenditure reports submitted to CA.
- B. The Grantee shall reconcile costs reported to CA for reimbursement or as match to expenses recorded in the Grantee’s accounting or simplified bookkeeping system on an ongoing and periodic basis. The Grantee agrees to complete and document reconciliation at least quarterly and to provide a copy to CA upon request. The Grantee shall retain the reconciliation documentation according to approved records retention requirements.
- C. Expenditures of funds from this Agreement must meet the Department’s allowable cost definitions as defined in the Department’s Allowable Cost Policy Manual (<https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>).

15. CHANGES IN ACCOUNTING PERIOD

- A. The Grantee shall notify CA of any change in its accounting period and provide proof of Internal Revenue Service (IRS) approval for the change.
- B. Proof of IRS approval shall be considered verification that the Grantee has a substantial business reason for changing its accounting period.
- C. A change in accounting period shall not relieve the Grantee of the reporting or audit requirements of this

Agreement. An audit meeting the requirements of this Agreement shall be submitted within 90 days after the first day of the start of the new accounting period for the short accounting period and within 180 days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

16. PROPERTY MANAGEMENT REQUIREMENTS

- A. Property insurance coverage will be provided by the Grantee for fire and extended coverage of any equipment funded under this Agreement which CA retains ownership of and which is in the care, custody, and control of the Grantee.
- B. CA shall have all ownership rights in any computer hardware supplied by CA as a result of this Agreement. CA shall have all ownership rights in any software or modifications thereof and associated documentation that is designed and installed or developed and installed under this Agreement. The Grantee shall have all ownership rights in any computer hardware funded under this Agreement and will have a nonexclusive, nontransferable license to use for its purposes of the software or modifications and associated documentation that is designed and installed or developed and installed under this Agreement.
- C. The Grantee agrees that if any materials are developed under this Agreement, CA shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use such materials. Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to CA.

17. AUDITS

- A. *Requirement to Have an Audit:* Unless waived by CA, the Grantee shall submit an annual audit to CA if the total amount of annual funding provided by CA (from any and all of its Divisions or subunits taken collectively) through this and other Grants is \$100,000 or more. In determining the amount of annual funding provided by CA, the Grantee shall consider both: (a) funds provided through direct Grants with CA; and (b) funds from CA passed through another agency which has one or more Grants with the Grantee.
- B. *Audit Requirements:* The audit shall be performed in accordance with generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:
 - 2 Code of Federal Regulations (C.F.R.), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal subawards.
 - The State Single Audit Guidelines (SSAG) expand on the requirements of 2 C.F.R. Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.3 of the SSAG lists the required conditions.
 - DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS subrecipient/contractor audit requirements. An audit report is due to DHS if a subrecipient/contractor receives more than \$100,000 in pass-through money from DHS as determined by Wis. Stat. § 46.036.
- C. *Source of Funding:* CA shall provide funding information to all subrecipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the CFDA number and the percentages of federal, state and local funds constituting the agreement.
- D. *Reporting Package:* The subrecipient/contractor that is required to have a Single Audit based on 2 C.F.R. Part 200 Subpart F and the State Single Audit Guide is required to submit to DHS a reporting package which includes all of the following:
 - 1. General-purpose financial statements of the overall agency and a schedule of expenditures of federal and state awards, including the independent auditor's opinion on the statements and schedule.
 - 2. Schedule of findings and questioned costs, schedule of prior audit findings, corrective action plan and the management letter (if issued).

3. Report on compliance and on internal control over financial reporting based on an audit performed in accordance with government auditing standards.
4. Report on compliance for each major program and a report on internal control over compliance.
5. Report on compliance with requirements applicable to the federal and state program and on internal control over compliance in accordance with the program-specific audit option.
6. * DHS Cost Reimbursement Award Schedule. This schedule is required by DHS if the subrecipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county, Chapter 51 board or school district; if the subrecipient/contractor receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
7. *Reserve Schedule is only required if the subrecipient/contractor is a non-profit and paid on a prospectively set rate.
8. *Allowable Profit Schedule is only required if the subrecipient/contractor is a for-profit entity.
9. *Additional Supplemental Schedule(s) required by funding agency may be required. Check with the funding agency.

*NOTE: These schedules are only required for certain types of entities or specific financial conditions.

For subrecipient/contractors that do not meet the federal audit requirements of 2 C.F.R. Part 200 and SSAG, the audit reporting package to DHS shall include all of the above items except items 4 and 5.

- E. *Audit Due Date:* Audits that must comply with 2 C.F.R. Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or 30 days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.
- F. *Sending the Reporting Package:* Audit reports shall be sent by the auditor via email to DHSAuditors@Wisconsin.gov with "cc" to the subrecipient/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)
- G. *Access to Subrecipient Records:* The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The auditee shall permit appropriate representatives of CA and DHS to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of CA and DHS to conduct or arrange for other audits or review of federal or state programs. CA and DHS shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.
- H. *Access to Auditor's Work Papers:* The auditor shall make audit work papers available upon request to the auditee, CA, DHS or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.
- I. *Failure to Comply with the Audit Requirements:* CA or DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide CA or DHS with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
 1. The auditee did not have an audit.
 2. The auditee did not send the audit to CA or DHS or another granting agency within the original or extended audit deadline.
 3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
 4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
 5. The auditee does not cooperate with DHS or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.
- J. *Sanctions:* CA or DHS will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:
 1. Requiring modified monitoring and/or reporting provisions;
 2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
 3. Disallowing the cost of audits that do not meet these standards;

4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
 5. Charging the auditee for all loss of federal or state aid or for penalties assessed to CA or DHS because the auditee did not comply with audit requirements;
 6. Assessing financial sanctions or penalties;
 7. Discontinuing contracting with the auditee; and/or
 8. Taking other action that CA or DHS determines is necessary to protect federal or state pass-through funding.
- K. *Closeout Audits:* An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out agreement specific audit may be waived by CA or DHS upon written request from the subrecipient/contractor, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.
- The auditee shall ensure that its auditor contacts CA or DHS prior to beginning the audit. CA, DHS, or its representatives, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by CA or DHS, is the responsibility of the auditee. CA or DHS may require a close-out audit that meets the audit requirements specified in 2 C.F.R. Part 200 Subpart F. In addition, CA or DHS may require that the auditor annualize revenues and expenditures for the purposes of applying 2 C.F.R. Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 C.F.R. Part 200 Subpart F- Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

18. OTHER ASSURANCES

- A. The Grantee shall notify CA in writing, within 30 days of the date payment was due, of any past due liabilities to the federal government, state government, or their agents for income tax withholding, Federal Insurance Contributions Act (FICA) tax, worker's compensation, unemployment compensation, garnishments or other employee related liabilities, sales tax, income tax of the Grantee, or other monies owed. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the unit of government to which the monies are owed, the expected payment date, and other related information.
- B. The Grantee shall notify CA in writing, within 30 days of the date payment was due, of any past due payment in excess of \$500 or when total past due liabilities to any one or more vendors exceed \$1,000 related to the operation of this Agreement for which CA has reimbursed or will reimburse the Grantee. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the vendor to which the monies are owed, the expected payment date, and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Grantee to resolve the dispute.
- C. CA may require written assurance at the time of entering into this Agreement that the Grantee has in force, and will maintain for the course of this Agreement, employee dishonesty bonding in a reasonable amount to be determined by CA up to \$500,000.

19. RECORDS

- A. The Grantee shall maintain written and electronic records as required by state and federal law and required by program policies.
- B. The Grantee and its Subgrantee(s) or Subcontractor(s) shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of CA's records that the Grantee accesses to provide services under this Agreement.
- C. The Grantee and its Subgrantee(s) or Subcontractor(s) will allow inspection of records and programs, insofar as is permitted by state and federal law, by representatives of CA, its authorized agents, and federal agencies, in order to confirm the Grantee's compliance with the specifications of this Agreement.
- D. The Grantee agrees to retain and make available to CA all program and fiscal records for six (6) years after the end of the Agreement period.
- E. The use or disclosure by any party of any information concerning eligible individuals who receive services from

the Grantee for any purpose not connected with the administration of the Grantee's or CA's responsibilities under this Agreement is prohibited except with the informed, written consent of the eligible individual or the individual's legal guardian.

20. CONTRACT REVISIONS AND/OR TERMINATION

- A. The Grantee agrees to renegotiate with CA the terms and conditions of this Agreement or any part thereof in such circumstances as:
 - 1. Increased or decreased volume of services.
 - 2. Changes required by state and federal law or regulations or court action.
 - 3. Increase or reduction in the monies available affecting the substance of this Agreement.
- B. Failure to agree to a renegotiated Agreement under these circumstances is cause for CA to terminate this Agreement.
- C. Non-Appropriation: CA reserves the right to cancel this Agreement in whole or in part without penalty if the Legislature fails to appropriate funds necessary to complete the Agreement.
- D. Termination for Cause: CA may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure. The Grantee may terminate the Agreement after providing CA one hundred and twenty (120) calendar days written notice of CA's right to cure a failure of CA to perform under the terms of this Agreement. Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration. Upon termination for cause, the Grantee shall be entitled to receive compensation for any deliverables' payments owed under the Agreement only for deliverables that have been approved and accepted by CA.
- E. Termination for Convenience: either party may terminate this Agreement at any time, without cause, by providing a written notice. CA must notify the Grantee at least forty-five (45) calendar days prior to the desired date of termination for convenience. The Grantee must notify CA at least one hundred and twenty (120) calendar days prior to the desired date of termination for convenience. During this notification period, the Grantee will continue providing services in accordance with the Agreement requirements. In the event of termination for convenience, the Grantee shall be entitled to receive compensation for any fees owed under the Agreement. The Grantee shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of CA, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of CA, the Grantee may be compensated for the actual service hours provided. DHS shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Grantee requesting the refund.
- F. Cancellation
CA reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to cure if the Grantee:
 - 1. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
 - 2. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice;
 - 3. Makes an assignment for the benefit of creditors;
 - 4. Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66;
 - 5. Incurs a delinquent Wisconsin tax liability;
 - 6. Fails to submit a non-discrimination or affirmative action plan as required herein;
 - 7. Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
 - 8. Becomes a federally debarred Grantee;
 - 9. Is excluded from federal procurement and non-procurement Agreements;
 - 10. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement;
 - 11. Fails to maintain the confidentiality of CA's information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
 - 12. Grantee performance threatens the health or safety of a state employee or state customer.

21. NONCOMPLIANCE AND REMEDIAL MEASURES

- A. Failure to comply with any part of this Agreement may be considered cause for revision, suspension, or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid to the Grantee under this Agreement, temporarily having others perform and receive reimbursement for the services to be provided under this Agreement, and any other measure CA determines is necessary to protect the interests of the State.
- B. The Grantee shall provide written notice to CA of all instances of noncompliance with the terms of this Agreement by the Grantee or any of its Subgrantees or Subcontractors, including noncompliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than 30 days after the Grantee became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance. The Grantee shall provide CA with a plan to correct the noncompliance.
- C. If CA determines that noncompliance with this Agreement has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures it deems necessary to protect the interests of the State up to and including termination of the Agreement, the imposing of additional reporting requirements and monitoring of Subgrantee or Subcontractors, and any other measures it deems appropriate and necessary.
- D. If required statistical data, reports, and other required information are not submitted when due, CA may withhold all payments that otherwise would be paid the Grantee under this Agreement until such time as the reports and information are submitted.

22. DISPUTE RESOLUTION

If any dispute arises between CA and Grantee under this Agreement, including CA's finding of noncompliance and imposition of remedial measures, the following process will be the exclusive administrative review:

- A. *Informal Review:* CA and Grantee's Grant Administrators will attempt to resolve the dispute. If a dispute is not resolved at this step, then a written statement to this effect must be signed and dated by both Grant Administrators. The written statement must include all of the following:
 - 1. A brief statement of the issue.
 - 2. The steps that have been taken to resolve the dispute.
 - 3. Any suggested resolution by either party.
- B. *Agency Review:* If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the CEO of the division in which CA Grant Administrator is employed. The CEO must receive a request under this step within 14 days after the date of the signed unresolved dispute letter in Step A. The CEO will review the matter and issue a written determination within 30 days after receiving the review request.
- C. *DHS Grant Administrator:* If the dispute is unresolved at Step B, the Grantee may request a final review by the Grant Administrator of DHS. The Grant Administrator of DHS must receive a request under this step within 14 days after the date of the written determination under Step B. The Grant Administrator of DHS will issue a final determination on the matter within 30 days after receiving the Step B review request.

23. FINAL REPORT DATE

- A. Expenses incurred during the Agreement period but reported later than **20 days** after the period ending date will not be recognized, allowed, or reimbursed under the terms of this Agreement unless determined as allowable by CA. In the event this occurs, an alternate payment process as determined by CA would occur.
- B. Expenses incurred outside of the Agreement period would be considered not allowable.

24. INDEMNITY

To the extent authorized under state and federal laws, CA and the Grantee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their employees, officers, or agents.

25. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. This Agreement is contingent upon authority granted under the laws of the State of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of CA shall serve to revise or terminate this Agreement, except as further agreed to by the parties.
- B. CA and the Grantee understand and agree that no clause, term, or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

26. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Wisconsin. The venue for any actions brought under this Agreement shall be the Circuit Court of Dane County, Wisconsin or the U.S. District Court for the Western District of Wisconsin, as applicable.

27. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

28. ASSIGNMENT

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party.

29. ANTI-LOBBYING ACT

The Grantee shall certify to CA that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. The Grantee shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

The Grantee shall use Standard Form LLL for Disclosure of Lobbying Activities available at: <https://www.gsa.gov/portal/forms/download/116430>. A completed disclosure must be provided upon Department request.

30. DEBARMENT OR SUSPENSION

The Grantee certifies that neither the Grantee organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (including, but not limited to, General Services Administration's list of parties excluded from federal procurement and non-procurement programs). The Grantee further certifies that potential Subgrantees or Subcontractors and any of their principals are not debarred, suspended, or proposed for debarment.

31. DRUG FREE WORKPLACE

The Grantee, agents, employees, Subgrantees or Subcontractors under this Agreement shall follow the guidelines established by the Drug Free Workplace Act of 1988.

32. MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, each of which together shall constitute a single Agreement.

33. CAPTIONS

The parties agree that in this Agreement, captions are used for convenience only and shall not be used in interpreting or construing this Agreement.

34. SPECIAL PROVISIONS, IF APPLICABLE

The following special provisions are required:

A. Match Requirements: N/A

35. NULL AND VOID

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of CA and Grantee's Authorized Representatives on this Agreement exceeds 60 days inclusive of the two signature dates.

36. FUNDING CONTROLS

Funding Control	Explanation
3-month	Payments through Jun 30 of the contract year are limited to 3/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
4-month	Payments through Jun 30 of the contract year are limited to 4/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
5-month	Payments through Jun 30 of the contract year are limited to 5/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
6-month	Payments through Jun 30 of the contract year are limited to 6/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
9-month	Payments through Jun 30 of the contract year are limited to 9/12th of the Grant Agreement with the balance paid after Jul 1 of the contract year based on reported costs up to the contract level.
N/A	Profile does not require funding control.

37. FEDERAL AWARD INFORMATION

DHS Profile Number	533255	0	0	0
FAIN	H79TI081703	0	0	0
Federal Award Date	9/30/2020	12:00:00 AM	12:00:00 AM	12:00:00 AM
Subaward period of Performance Start Date	9/30/2020	9/30/2020	9/30/2020	9/30/2020
Subaward period of Performance End Date	9/29/2021	9/29/2021	9/29/2021	9/29/2021
Amount of Federal Funds obligated (committed) by this action	\$8,800	\$0	\$0	\$0
Total Amount of Federal Funds obligated (committed)	\$8,800	\$0	\$0	\$0
Federal Award Project Description	Wisconsin State Opioid Response to the Opioid Crisis Grant	0	0	0
Federal Awarding Agency Name (Department)	U.S. Department of Health & Human Services	0	0	0
DHS Awarding Official Name	Julie A. Willems Van Dijk	Julie A. Willems Van Dijk	Julie A. Willems Van Dijk	Julie A. Willems Van Dijk
DHS Awarding Official Contact Information	608-266-9622	608-266-9622	608-266-9622	608-266-9622
CFDA Number	93.788	SELECT	SELECT	SELECT
CFDA Name	Opioid STR Department of Health and Human Services Substance Abuse and Mental Health Services Administration			
Total made available under each Federal award at the time of disbursement	\$11,979,333	\$0	\$0	\$0
R&D?	No	No	No	No

Indirect Cost Rate	0.0538			
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SOR Funding Application

Section I – Contact Information

Coalition name: Healthiest Greenfield

AWY Region: Southeast

Proposed **geographic target service area** for Opioid SOR project (i.e., county, tribe, municipality, zip code): City of Greenfield (53220, 53221, 53228, 53129, 53219, 53227)

Lead agency or fiscal agent (Name and Address):

Greenfield Health Department
7325 W Forest Home Ave Rm. 104
Greenfield, WI 53220

Contact information (provide two coalition contacts):

Contact Name 1	Contact Name 2
Abby Gorecki	Darren Rausch
Contact 1 Phone	Contact 2 Phone
414-329-5268	414-329-5264
Contact 1 Email	Contact 2 Email
abby.gorecki@greenfieldwi.us	darren.rausch@greenfieldwi.us

Shipping address

Agency/Organization Name	Greenfield health Department
Street Address	7325 W Forest Home Ave Rm. 104
City, State, Zip	Greenfield, WI 53220

SOR Funding Application

Section II – Order Form



Drug Take-Back Events and Medication Disposal

3 Units @ \$1,000 = \$3,000



Prescription Drug Deactivation Units (purchased by the AWY RPC for the coalition)

\$775/ case of 200 deactivation units: 0 Cases @ \$775 each = \$0



Take- Away Med Return Envelopes (purchased by the AWY RPC for the coalition)

\$1,150/case of 250 envelopes: 2 Cases @ \$1,150 each = \$2300



Prescription Drug Lock Box (purchased by the coalition)

\$30.00/ lock box: 0 Boxes @ \$30.00 each = \$0



Prescription Drug Lock Bag (purchased by the AWY RPC for the coalition)

\$1,600/ case of 75 bags: 0 Cases @ \$1,600 each = \$0



Community Education Event(s)

\$500 reimbursement **2 Units @ \$500 = \$1000**



Public Awareness Campaign Materials

\$500 reimbursement: **2 Units @ \$500 = \$1000**

TOTAL Requested Amount: \$7300

ADDITIONAL MATERIALS REQUEST:

Take-back events and medication disposal:

Number: 1

Amount: \$1000

Drug deactivation units (# of cases):

Number:

Amount: \$0

Take-away med return envelopes (# of cases):

Number:

Amount: \$0

Prescription drug lock boxes (# of boxes):

Number:

Amount: \$0

Prescription drug lock bags (# of cases):

Number:

Amount: \$0

Community education event:

Number: 1

Amount: \$500

Public awareness campaign materials:

Number:

Amount: \$0

TOTAL Additional Amount Requested: \$1500

Total Additional Funding Request Approved: \$1500

Request Approved: True

Total Amount Approved: \$8800

General Comments: Thank you for the application. One edit was to reflect the addition of a permanent disposal box for Greenfield residents on the original application.

Required Revisions:

SOR Funding Application

Section III – Strategy Work Plans



Drug Take-Back Event and Medication Disposal Work Plan

Will you be using funding to: (check all that apply)

- ☒ Host take-back events
- ☒ Dispose of medications from an existing drop box

Purchase a drop box

Other (describe)

- a. Estimation of how many take-back event(s) will occur. Note: treat each location as a separate event. For example, if you are coordinating take-back events at three locations on April 24, this would count as three events:

3000

- b. How many drop boxes do you plan to purchase?

List organizations the coalition will partner with to host take-back event(s) or dispose of collected medications:

Greenfield Police Greenfield Fire Take Back My Meds MKE Aurora CleanSlate Community Medical Services Other key organizations as identified by coalition

How will medications collected be disposed? (Examples: Department of Justice take-back initiative, stored in evidence until DOJ take-back day, mailed through reverse distributor):

We will plan to work with police department for take-back events and third party for disposal.

Provide specifics on how the funding will be used (Examples: Advertising, officer overtime, security system for drop box, reverse distributorship):

How will the coalition track the number of pounds of medications collected through take-back event(s) and medication collection efforts?

At the end of each event, the number of pounds will be calculated and documented. In coordination with the community partner(s), the permanent box will have the pounds of medication documented each pick up cycle as determined by the third party and reported to the community partner(s) and the Greenfield Health Department.



Prescription Drug Deactivation Unit Work Plan

Where will deactivation units be distributed? (Examples: Throughout the county/tribe, within a specific municipality, etc.):

List targeted population(s) of focus for distribution (Examples: Homebound individuals, people receiving opioid and stimulant prescriptions, racial/ethnic populations, etc.):

How will the coalition and partnering organizations distribute deactivation units throughout the identified service area to the targeted population(s)?

How will the coalition track distribution efforts (including those of partnering agencies) related to this strategy throughout the identified service area to the targeted populations?



Take-Away Med Return Envelope Work Plan

List any partnering agencies that will assist with envelope distribution efforts:

Greenfield Police Greenfield Fire Other key community partners as identified

Where will envelopes be distributed? (Examples: Throughout the county/tribe, within a specific municipality):

The envelopes will be distributed throughout the City of Greenfield.

List targeted population(s) of focus for distribution (Examples: Homebound individuals, people receiving opioid and stimulant prescriptions, racial/ethnic populations):

The targeted populations for distribution will be primarily individuals who identify as being homebound and individuals receiving opioid and stimulant prescriptions.

How will the coalition track distribution efforts (including those of partnering agencies) related to this strategy?

All partners provided envelopes will track the number of envelopes given out and report those numbers back to the health department for reporting and tracking of total number given out.



Prescription Drug Lock Box Work Plan

Where will lock boxes be distributed? (Examples: Throughout the county/tribe, within a specific municipality):

List targeted population(s) of focus for distribution (Examples: Homebound individuals, people receiving opioid and stimulants prescriptions, racial/ethnic populations):

How will the coalition and partnering organizations distribute lock-boxes throughout the identified service area to the targeted population(s)?

From what company do you anticipate ordering lock boxes with SOR funding?_

How many boxes do you anticipate ordering from this company with SOR funding?

How will the coalition track distribution efforts (including those of partnering agencies) related to this strategy?



Prescription Drug Lock Bag Work Plan

Where will lock bags be distributed? (Examples: Throughout the county/tribe, within a specific municipality):

List targeted population(s) of focus for distribution (Examples: Homebound individuals, people receiving opioid and stimulant prescriptions, racial/ethnic populations):

How will the coalition and partnering organizations distribute lock bags throughout the identified service area to the targeted population(s)?

How will the coalition track distribution efforts (including those of partnering agencies) related to this strategy?



Virtual Community Education Event Work Plan

How many events does the coalition anticipate hosting virtually?

2

How many people do you aim to have attend your virtual events?

25-50 people/event

What is the message or focus for the coalition's planned events? (Examples: Addiction education, naloxone education, stimulant education, safe drug storage and disposal):

The focus of these events will be focused on addiction education, naloxone education, and safe drug storage and disposal.

What is the coalition's proposed takeaway action item(s) from the events(s)?

Action items for the events will include properly storing medications in a secure place, learning about how to identify someone having an opioid overdose and the actions to take, where to find further resources in the City of Greenfield, or others as identified.

Provide specific information on how the funding will be used. (Examples: Advertising, virtual platform hosting/license fees, give-away items, speaker fee, etc.):

This funding will provide for advertising needs, giveaway items, platform hosting, and other fees.

How will the coalition track their efforts related to this strategy? (Examples: Number of events, number of individuals attending virtually, action items, and changes in norms or understanding, etc.):

The coalition will track the number of events and the number of individuals that attend each event. We will also track educational materials requested and sent.



Public Awareness Campaign Material Work Plan

Who is the target audience(s) the coalition aims to reach with their public awareness messaging?

The target audience for our campaign will attract a wide variety of Greenfield residents. The

Facebook data for Greenfield Health Department identifies our primary audience as adults between the ages of 25-54 years of age.

What materials does the coalition plan to use for awareness raising efforts? (Examples: Posters, brochures, toolkits, etc.):

The coalition plans to use media, toolkits, and other print materials for raising awareness.

Where will materials be distributed? (Examples: Throughout the county/tribe's media market, at specific agencies such as pharmacies and clinics, at health fairs):

These materials will be distributed throughout the City of Greenfield. This will include various social media accounts affiliated with the City of Greenfield and various community partners and at various community events like Greenfield's farmers market.

What media methods will the coalition use for public awareness messaging? (Examples: Facebook, radio, television, movie theaters, print, etc.):

The coalition will use Facebook, Nextdoor, and Snapchat as media methods for public awareness.

How will the coalition track efforts related to this strategy?

The coalition will track the amount of individuals that interact with each media post, such as how many likes on a post. Materials will also be accounted for, such as how many brochures handed out at an event.

CITY OF GREENFIELD
JOB DESCRIPTION
FIREFIGHTER

REPORTS TO: Shift Officer/Captain

PURPOSE OF POSITION: The Firefighter is responsible for fire suppression, fire inspection, vehicle and fire station maintenance, hazardous material response, rescue operations and emergency medical services.

ESSENTIAL FUNCTIONS:

- 1) Responds to alarms as a member of a firefighting company, and performs a variety of fire ground functions, as the situation demands
- 2) Operates and performs maintenance checks on all Fire Department vehicles and equipment
- 3) Responds as a member of a medical team to bring basic or advanced emergency medical care to the citizens of the community
- 4) Prepares written reports and maintains records, under supervision of the company officer
- 5) Participates in daily training exercises and classroom lectures
- 6) Conducts fire inspections in various occupancies in the city
- 7) Perform duties as a Fire Apparatus Driver and Pump Operator, when assigned
- 8) Performs duties as a certified Paramedic according to criteria and standards set forth by department, when assigned
- 9) Responsible for cleanliness of station and maintenance of apparatus, tools, equipment, and all other Fire Department property
- 10) Conducts demonstrations, tours, and public speeches on fire safety, fire prevention, CPR, fire extinguishers, first aid, and other subjects to the public

PHYSICAL DEMANDS OF POSITION:

- 1) Standing, walking and sitting
- 2) Stooping, kneeling, crouching and crawling
- 3) Running, swimming, grappling, climbing, balancing and bending/
twisting

- 4) Reaching, feeling, talking and hearing
- 5) Far and near vision as follows: 20/40 in one eye and 20/100 in other eye, both uncorrected, or 20/20 in one eye and 20/40 in other eye, both corrected. No contact lenses.
- 6) Lifting, carrying, pushing/pulling: 100 lbs. or more
- 7) Handling, grasping and fingering: fire hose, ladders, performing CPR, utilizing patient lifting devices, etc.

ENVIRONMENTAL/WORKING CONDITIONS OF POSITION:

- 1) Outside workplace environment that is confined.
- 2) Exposure to extreme cold and normal, or hot and normal temperature changes
- 3) Contact with water or liquids
- 4) Exposure to loud noise with a minimum of 90 decibels and vibrations from tools, equipment, machinery, etc.
- 5) Exposure to hazardous conditions such as mechanical, electrical, chemical, burns, explosives, heights, physical injury, and fast moving vehicles
- 6) Exposure to atmospheric conditions such as fumes, gases, noxious odors, dust and poor ventilation

EQUIPMENT USED:

- 1) Computer terminal, telephone and two-way radio
- 2) Measuring devices
- 3) Power tools, hand tools, chain saws, shovels, brooms, ladders and exhaust fans
- 4) Car, fire truck and ambulance
- 5) Patient restraints, first aid equipment, oxygen, electronics test equipment, general medical equipment and patient lifting devices
- 6) Breathing apparatus, steel tip boots, hearing and eye protection, firefighting turn out clothing, and hazardous chemical clothing

EDUCATION/LICENSE/CERTIFICATION REQUIREMENTS:

- 1) High school graduation, or equivalent
- 2) Wisconsin Emergency Medical Technician (EMT) license
- 3) Wisconsin Paramedics License, when assigned

- 4) Wisconsin Driver's License
- 5) Wisconsin Firefighter III Certification (NFPA-1001)
- 6) Wisconsin Fire Apparatus Drivers/Operator Certification (NFPA-1002), when assigned

KNOWLEDGE AND SKILLS REQUIRED FOR POSITION:

- 1) Major life activities
- 2) Effective communication, oral and written, with supervisors, peers and public
- 3) Understanding and following work rules, and Suggested Operating Guidelines
- 4) Read, write, add and subtract
- 5) Knowledge of national, state and local laws and fire/safety codes
- 6) Organize, direct and coordinate written and oral reports
- 7) Skilled in report writing, computer usage, driving, and two-way radio usage
- 8) Knowledge of fire protection systems, water supply, building construction, natural and man-made disasters, fire control and extinguishment, and combustible and flammable materials
- 9) Skills in firefighting, paramedics, EMT, fire inspection and public relations

COLLECTIVE BARGAINING AGREEMENT:

Union position

MEDICAL:

All applicants will be required to submit to a stringent medical examination prior to appointment consistent with requirements of the position

RESIDENCY:

For employees hired after December 6, 1977, residency is required within one (1) year after completion of probationary period, which would be a fifteen (15) mile radius of the City from South 76 Street and West Layton Avenue. Employees hired prior to December 6, 1977 are grandfathered from the residency requirement.

SALARY AND BENEFITS:

Wages and benefits are determined by the current union contract in effect. Such benefits as Wisconsin Retirement Fund, health and life insurance, sick days, holidays, vacations, overtime pay and other fringe benefits generally appear in the union contract.

BACKGROUND:

All appointees may be fingerprinted and a record check made of local, state or federal authorities. A conviction is not an automatic bar to employment.

Supervisor

Applicant/Employee

Date

Date

Revised & Approved: P.C. 5/6/92
(Firefighter)

C.C. 5/19/92



Firefighter/EMT/Paramedic

Classification

Exempt, eligible for overtime

Department/Division

Fire Department

Reports to

Fire Lieutenant

Summary/Objective

The firefighter/paramedic protects life and property by performing firefighting, emergency aid, hazardous materials and fire prevention duties. The position maintains fire equipment, apparatus and facilities.

Essential Functions

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed within are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

- Performs duties as a certified EMT Basic or EMT Paramedic, according to criteria and standards set forth by the department and the State of Wisconsin; and providing other assistance as required.
- Performs firefighting and rescue activities, laying hose, and performing fire combat, containment and extinguishment tasks. Have knowledge of driving ambulances, fire apparatus, operating pumps and related equipment.
 - If assigned duties of Heavy Equipment Operator, member must meet those qualifications and perform those duties.
- Participates in EMS and fire trainings. Attends classes in emergency medical, firefighting, rescue, hazardous materials and other related subjects.
- Receives and relays calls and alarms. Operates radio, computers and other communication/technology equipment.
- Participates in the inspection / pre-planning of buildings, hydrants and other structures in fire prevention programs.
- Maintains medical and fire equipment, apparatus and facilities. Performs minor repairs to departmental equipment as applicable.
- Performs general maintenance work in the upkeep of facilities and equipment; floor upkeep; cares for grounds around station; makes minor repairs; washes, hangs and dries hose; washes, cleans, polishes, maintains and tests apparatus and equipment.
- Assists in developing plans for special assignments such as emergency preparedness, emergency management, hazardous communications, training programs, firefighting, hazardous materials and emergency medical activities.
- Presents programs to the community on safety, medical, fire prevention and community risk reduction topics.
- Performs salvage operations such as throwing salvage covers, sweeping water and removing debris.

- May act as the fire Lieutenant, when necessary.
- Assists in department administrative activities and community risk reduction as assigned.
- Assists in training new employees as assigned.
- Conducts basic fire inspections and fire investigations as assigned.

Competencies

- Ethical Conduct
- Stress Management/Composure
- Problem Solving/Analysis
- Communication Proficiency
- Strategic Thinking
- Teamwork Orientation
- Diversity and Inclusion

Knowledge, Skills and Abilities

- Working knowledge of driver safety.
- Working knowledge of emergency medical services.
- Ability to learn the operation of fire suppression and other emergency equipment.
- Ability to learn to apply standard firefighting, emergency medical services, hazardous materials and fire prevention techniques.
- Ability to perform strenuous or peak physical activities during emergency, training or station maintenance activities for prolonged periods of time under conditions of extreme heights, intense heat, cold and/or smoke.
- Ability to act effectively in emergency and stressful situations.
- Ability to follow verbal and written instructions.
- Ability to effectively communicate in writing and verbally.
- Ability to establish effective working relationships with employees, other agencies and the general public.
- Ability to make independent judgments that have considerable impacts on the organization.

Mathematical Skills

- Ability to add, subtract, multiply and divide in all units of measure using whole numbers, common fractions and decimals.
- Ability to perform mathematical skills as required when assigned as Heavy Equipment Operator.

Position Type and Expected Hours of Work

This position regularly requires long hours and frequent weekend work. Work occurs in difficult physical and environmental conditions. Additionally, duties and conditions in work is conducted can cause stress.

Travel

Travel is primarily local during the business day, although some out-of-area travel and overnight may be expected.

Required Education/Training and Experience

- Must be 18 or older
- Possess valid Wisconsin driver's license
- High school graduation or GED equivalent
- Licensure or ability to be licensed as Wisconsin Emergency Medical Technician - Basic

- Certified Wisconsin Firefighter I

Preferred Education/Training and Experience

- Licensure or ability to be licensed as Wisconsin Emergency Medical Technician – Paramedic including current NREMT certification
- Certified Wisconsin Firefighter II
- Associate or Bachelor's Degree
- Other EMS and Fire related courses, certifications
- Experience working with the public

The City of Greenfield reserves the right to utilize equivalencies where deemed appropriate with regard to education and experience requirements and may consider combinations of education and experience likely to lead to success with essential duties and responsibilities.

Other Qualifications

State EMT Basic or Paramedic license including National Registry of EMT's. Possession and maintenance of a valid Wisconsin Motor Vehicle operator's license required. Must meet requirements of fire apparatus driver's operator when applicable.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is frequently required to sit; talk; hear; stand; walk; use hands and fingers to feel, handle, or operate objects, tools or controls; and reach with hands and arms. The employee is occasionally required to climb, balance, stoop, kneel, crouch, crawl and smell. Must be able to be qualified to use Self Contained Breathing Apparatus (SCBA) and other required respirators. Must be able to work in confined spaces.

The employee must frequently lift or move up to 10 pounds and occasionally lift or move up to 130 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and the ability to adjust focus.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of this job.

While performing the duties of this job, the employee regularly works in outside weather conditions, including temperature extremes, during day and night shifts. Work is often performed in emergency and stressful situations. Individual is exposed to hearing alarms and hazards associated with fighting fires and rendering emergency medical assistance, including but not limited to smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents, oils and unknowns.

The employee occasionally works near moving mechanical parts, in high, precarious places and is occasionally exposed to wet or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration. It is reasonably anticipated that the individual will be exposed to blood-borne pathogens and other infectious materials in the course of duties.

The noise level in the work environment is usually moderate, except during certain firefighting or EMT activities when noise levels may be loud.

Tools and Equipment Used

Fire apparatus, fire pumps, hoses, and other standard firefighting equipment, ladders, first aid equipment, radio, pager, personal computer, phone, camera, drafting equipment, measuring devices, power tools, hand tools, chain saws, shovels, brooms, ladders, air tools, exhaust fans, and generators.

Must be able to utilize computers, phones, tablets, apps and other technological equipment.

Must be able to operate passenger vehicles, fire apparatus and ambulance.

Must be able to apply patient restraints, medical/first-aid equipment, oxygen, blood pressure equipment, defibrillators, test equipment, general medical equipment, patient lifting devices, breathing apparatus, respirators and all other patient centric equipment.

Must wear hearing and eye protection, firefighting turnout clothing, personal protective equipment and hazardous materials protective clothing.

Pre-Employment Requirements

Applicants will be required to submit to a pre-employment medical examination consistent with the requirements of the position, after an offer of employment and prior to appointment. This medical examination is designed to reveal any medical condition that might put the Firefighter at increased risk to self or others as a result of certain exposures or activities and to exhibit freedom from any physical, emotional or mental condition which adversely affects the performance of duties as a firefighter in the essential functions of employment, with reasonable accommodation. Applicants may be fingerprinted and a record check made of local, state or federal authorities. A conviction is not an automatic bar to employment.

Salary and Benefits

Wages and benefits are determined by the existing Agreement between the City of Greenfield and the International Association of Firefighters.

Other Duties

Please note this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of the employee for this job. Duties, responsibilities and activities may change at any time with or without notice.

AAP/EEO Statement

It is the policy of the City of Greenfield not to discriminate unlawfully against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, national origin, creed, marital status, citizenship status, veteran status, membership in the military or national guard, use of a lawful product while off duty, ancestry, sexual orientation, arrest, or conviction record or any other characteristic protected by state or federal law. This policy shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or other compensation; and selection for training, including apprenticeship. This City further agrees to take affirmative action to ensure equal employment opportunities.

EQUIPMENT SHARING AGREEMENT BETWEEN MILWAUKEE COUNTY FIRE DEPARTMENTS

Pursuant to Wis. Stat. §§ 66.0301 and 66.03125, this Intergovernmental Cooperation Agreement (“Agreement”) is entered into as of the date signed by the respective parties, each a Wisconsin municipal corporation acting by and through its fire department, each with proper authorization to execute this Agreement (herein referred to collectively as “the Parties” or “the Departments” or singularly as “Party” or “Department”) for the sharing of fire and emergency medical services apparatus and equipment. Participating agencies should create a list of equipment eligible for sharing.

RECITALS:

The Parties are municipal corporations duly organized and validly existing under the laws of the State of Wisconsin with the power to carry on their business as it is now being conducted under the Constitution, the statutes of the State of Wisconsin, and their respective Municipal Codes.

The Parties are interested in occasionally sharing equipment to ensure efficient and effective operations.

The Parties desire to enter into an Agreement to establish procedures for sharing equipment and defining legal relationships and responsibilities;

NOW, THEREFORE, it is mutually agreed by and between the Parties as follows:

PURPOSE

The purpose of this Agreement is to create a system for the occasional sharing of motor vehicles, equipment, tools and machinery (collectively referred to in this agreement as “Equipment”) between the Parties for efficiency and effectiveness of operations.

The Parties agree to make available to each other vehicles, equipment, tools, machinery, and related items in the manner and pursuant to the terms and conditions provided in this agreement. A Party supplying Equipment shall be designated the “Provider.” A Party receiving Equipment shall be designated the “Borrower.”

TERM

The term of this Agreement shall be two (2) years from the date of execution. Upon mutual agreement of all Parties, this Agreement may be extended for three additional one-year periods.

This Agreement shall be in full force and in effect with the passage and approval of an authorizing ordinance or resolution by all participating member municipalities, in the manner provided by law, and upon the signing of this agreement by the Village President or City Mayor or authorized representative and the comptroller or clerk, as applicable.

EQUIPMENT USAGE

- a. Usage Scenarios. Instances in which Equipment owned by a party to this Agreement is operated by another party to this Agreement shall fall into two categories:
 1. Just In Time Operations: Non-pre-planned operation of equipment
 2. Short-Term Sharing: The Parties agree to permit Equipment to be used pursuant to this agreement for a time period not to exceed thirty (30) days. Equipment usage that exceeds that timeframe will be reassessed by the parties and requires execution of an additional agreement between the parties.
- b. Operator Qualifications. The Parties agree to permit Equipment to be used only by properly trained, properly licensed and supervised operators. All drivers shall be licensed and shall have a satisfactory driving record. All equipment operators shall be properly trained and qualified to operate the Equipment shared under this Agreement. In cases of Short-Term Lending, borrower shall make available to Provider upon request proof of training, licensing, and qualifications of operator prior to release of Equipment.
- c. Usage Requirements. Equipment shared under this Agreement shall be used by Borrower's employees only to conduct official business. Borrowers shall use and operate Equipment only for its intended purpose, in a careful manner and in compliance with all requirements for operation and of any governmental authority having jurisdiction, if applicable. Borrower shall not sublease or allow anyone other than Borrower's employees to use Equipment shared under this Agreement.

JUST IN TIME OPERATIONS

“Just In Time Operations” are those operations occurring at emergent responses where personnel from assisting agencies may be needed to operate other municipalities' vehicles/apparatus. Early identification of needs is key to assessing and handling these situations, which includes the following considerations:

It is preferred that personnel from the Department owning the vehicle operate the vehicle/apparatus, and, if additional personnel are necessary for mitigating an emergency while the vehicle is being operated, those personnel be requested from a Department that does not own the vehicle/apparatus.

If all personnel from the Department owning the vehicle are needed to mitigate the emergency and a driver is needed to operate an apparatus/vehicle owned by another Department, the following should occur:

1. Officer in charge of apparatus/vehicle needing operation should communicate with the incident commander that assistance is needed in driving the apparatus/vehicle.
2. Incident Commander should identify a driver to assist.

3. The member selected to drive should review the “just in time” training document specific to the vehicle/apparatus.
4. Officer in charge should strongly consider directing the vehicle/apparatus be operated in a non-emergency status during “just in time” operation.
5. Wisconsin Statute pertaining to Emergency Vehicle Operations always applies.
6. The provisions of this agreement relating to negligence shall apply to the aiding Operator.

SHORT TERM SHARING

a. Borrower Responsible for Charges and Fees. Borrower is responsible for all fines and other liens that might be incurred against equipment shared under this Agreement, and shall hold the Provider harmless from and against any and all fines, assessments, fees, charges, expenses, penalties and forfeitures incurred in connection with the use of shared Equipment.

b. Fuel. Borrower shall be responsible for supplying all fuel used during the period it borrows the Equipment. Provider shall ensure that the fuel tank(s) are full when Borrower picks up the Equipment, and Borrower shall ensure that the fuel tank(s) are full when it returns the Equipment to Provider.

c. Charges for Equipment. Lender shall not charge Borrower for use of equipment unless there would be reimbursement from a third party.

d. Delivery/Pickup. Borrower shall be responsible for picking up and returning any Equipment shared under this Agreement, unless Provider and Borrower mutually agree to other arrangements. Equipment may generally be picked up and returned between standard business hours. However, it is understood that when dealing with the necessity of emergency equipment, requests may occur at hours outside of standard business hours.

e. Notification. Borrower shall contact Provider as well in advance as reasonably possible of each pick-up and delivery to confirm. The acceptance of any request is at the discretion and timing of the Provider.

f. Condition of Equipment. Provider shall ensure that any Equipment being shared is serviced consistent with recognized industry standards prior to Borrower’s pick-up.

g. Inspections. Providers sharing Equipment under this agreement certify that the Equipment is in good repair and ready for the intended use. Equipment shared under this Agreement shall be inspected by representatives of both Provider and Borrower at the time of delivery/pickup and again when returned. The inspections shall include an examination of the tires on the Equipment, which the Parties must agree are sound at the time Borrower picks up the Equipment, and which must have adequate tread depth to ensure safe and legal operation during the share period. The results of these inspections shall be documented on an Equipment Inspection Form and on a High Wear Item Inspection Form (if used by the provider or borrower). Digital photographs of the equipment should be taken at the time of pickup to ensure that any existing damage is documented appropriately.

h. Operations and Safety Manuals. Provider shall make a copy of all Equipment operation and safety manuals available to Borrower at the time of Equipment delivery.

i. Contact Person. Each Party agrees to appoint a person or persons to act as liaison(s) for each rental request and inspection and to otherwise facilitate the orderly and efficient distribution of equipment-sharing requests and related information. Contacts by agency are as indicated below:

A list of each Department's contact person shall be maintained by the Milwaukee County Association of Fire Chiefs or its designee.

j. Maintenance and Repair of Equipment. Borrower shall be responsible for performing all required maintenance during the share period, such as fluid level checks and daily pre-trip inspections.

k. Borrower shall be responsible for the following items during the share period:

1. Tire repair and replacement of any damaged tires that cannot be safely repaired;
2. Replacement of any damaged or worn-out tools such as cutting edges and bits;
3. Replacement of any windows or windshields that are cracked or damaged;
4. Minor repairs and adjustments required to keep the Equipment in safe operating condition during the share period, including but not limited to replacement of defective lighting or mirrors, adjustment of hinges or latches, adding fluids to correct levels, and adding air to tires. If it is observed that Equipment requires an excessive amount of minor repairs and adjustments as described above, Borrower is to promptly notify Provider of specific issue prior to utilizing Equipment.

Any repairs or replacements made by Borrower pursuant to the requirements of this agreement shall be performed by qualified personnel; specifically, persons or contractors employed by Borrower to maintain and repair Borrower's own fleet equipment.

Notwithstanding anything contained herein to the contrary, Provider shall be responsible for latent defects that may occur during the normal operation of Equipment by borrower.

l. Provider shall be responsible for the repair or replacement of Equipment when:

1. Equipment fails during its normal operation, and;
2. Equipment, is being used as intended by the manufacturer, and;

3. Equipment has received all manufacturer required maintenance during its use by the Borrower.
- m. Borrower shall reimburse Provider for the cost of repair or replacement of Equipment when:
1. Operating Equipment outside of its normal operation, or;
 2. Operating Equipment in a manner not intended by the manufacturer, or;
 3. Operating Equipment without performing required maintenance.
- n. Borrower shall not claim damages from the Provider in the form of monetary, lost efficiency or time or consequential damage as a result of equipment failure.
- o. Borrower Responsibility for Damage. Borrower shall be responsible for the cost of repairing all damage to equipment incurred during the share period that is not considered to be normal wear and tear necessitated by misuse or negligent operation and for the maintenance and/or replacement of high wear items identified in each Provider's Equipment Catalog and as noted on each Provider's Equipment Inspection Form.
1. Borrower shall notify Provider immediately if Provider's Equipment is involved in any accident during the share period.
 2. Provider shall be responsible for the cost of repairing all Equipment damage due to accidents caused by equipment defects.
 3. In cases of equipment damage resulting in a total loss, Borrower shall be responsible for covering the loss. Provider shall submit an invoice to Borrower, equal to eighty percent of the current retail market value of the Equipment prior to the damage as determined by an independent appraisal, for any Equipment determined to be a total loss.

In cases of Equipment damage resulting in a total loss caused by a third party where that party assumes responsibility, Borrower shall seek reimbursement from the third party's insurance carrier. If the reimbursement is greater than eighty percent of the retail market value prior to the damage, Borrower shall give the entire amount of the reimbursement to Provider.

Provider shall not be entitled to consequential damage for the loss of use of the equipment due to accidental damage.

WARRANTY

Provider is neither a manufacturer nor supplier of the Equipment and therefore makes no warranties, express or implied, including, without limitation, the condition of the equipment, its design, capacity, performance, construction, workmanship, or fitness for any particular use. All Equipment is shared on an "as-is" basis. Provider shall not be responsible or liable to Borrower for any loss, delay, or damage of any kind resulting from defects in or accidental breakage of Equipment shared under this agreement.

INSURANCE

During the term of this agreement, each Party will keep in force, at its own expense, insurance requirements as specified by the Parties. It is understood by the Parties that the City of Milwaukee is self-insured.

EMPLOYMENT STATUS & LIABILITY

Nothing in this Agreement shall alter the employment status of any employee providing services under this Agreement. Employees shall at all times continue to be subject to all standards of performance, disciplinary rules, and other terms and conditions imposed by their employer. No Party shall be responsible for the direct payment of any salaries, wages, compensation, or benefits of any employee of another Party to this Agreement. Any employee of any Party, while providing services under this Agreement, shall be covered by that Party for purposes of worker's compensation, unemployment insurance, benefits under Chapter 40 of the Wisconsin Statutes, and any civil liability.

For the purposes of third party claims or lawsuits, each Party shall be solely responsible for its own acts and those of its employees and officers under this Agreement. No Party shall be responsible or liable for consequential damages to another Party arising out of providing or using equipment, services, or labor under this Agreement.

NO WAIVER

The Parties acknowledge and affirm that they are governmental entities entitled to immunities pursuant to, among other provisions, common law and Wis. Stat. § 893.80, and agree that nothing contained in this Agreement is intended as a waiver of any defenses, immunities, or limitations to which they are entitled.

GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin.

TERMINATION

Any Party may terminate this Agreement for any reason by giving thirty (30) days' prior written notice to all other Parties. In the event of such termination, all costs incurred up to the date of termination shall be the responsibility of the User.

ENTIRE AGREEMENT & AMENDMENT

This Agreement represents a complete understanding of the Parties with respect to its subject matter and may not be amended except in writing. The Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and may be deemed as one and the same document.

The Municipality/Department signatory certifies that this Apparatus Sharing Agreement has been adopted and approved by ordinance, resolution, or other manner allowed by law, a copy of which is attached hereto.

Upon receipt of this local signatory, the Fire Chief shall provide this document to the Secretary/Treasurer of the Milwaukee County Association of Fire Chiefs to acknowledge and apprise all parties participating in this agreement.

Signatory

Date

City of Greenfield Job Description

Job Title: Police Officer

Reports to: Police Sergeant

SUMMARY

Patrols assigned beat on foot or in patrol car to control traffic, prevent crime or disturbance of peace, assist citizens in maintaining a safe community and arrests violators by performing the following duties.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- 1) Maintaining community order and compliance with ordinances and statutes through but not limited to the following activities:

Controlling the assigned area using generally accepted police procedures.

Establishing positive rapport with the general public.

Recognizing and reporting situations which may be particularly disturbing or a threat to the general public order.

Recognizing and reporting potential health and safety hazards to the appropriate agency.

Responding to general public calls for assistance.

- 2) Enforcing state law and local ordinances through warning or arresting persons who have violated laws or ordinances through but not limited to the following activities:

Investigating accidents, complaints and reported possible criminal activity.

Performing surveillance and investigation.

Recognizing, locating, possessing and securing evidence while preserving the chain of custody.

- 3) Engaging in traffic control activity which may include but are not limited to the following:

Monitoring compliance with local, state, and county ordinances.

Directing and rerouting traffic around obstacles, accidents, crime scenes, or other needed rerouting.

Investigating traffic accidents, administering first aid until arrival of emergency medical technicians, or appropriate medical help.

Issuing tickets for traffic citations.

- 4) Testifying in state and municipal courts, as required.
- 5) Maintaining a record of all reportable events and filing the reports, as directed.
- 6) Inspecting all assigned equipment prior to the shift to determine its adequacy and safety.

SUPERVISORY RESPONSIBILITIES These employees may supervise probationary officers, auxiliary officers and/or student interns from time to time.

QUALIFICATIONS To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

A high school diploma and law enforcement certification from the State of Wisconsin Training Standards Board or one year previous full-time law enforcement experience or Associate's Degree in Police Science or a Bachelor's degree in a related field.

LANGUAGE SKILLS

Ability to read and correctly interpret documents such as safety rules, state statutes and municipal ordinances, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively to citizens, fellow workers, and superiors..

MATHEMATICAL SKILLS

Ability to understand basic mathematical concepts and procedures, and apply to job situations which include but are not limited to the measurement of distance and weights, the calculation of fines, and other job related situations.

REASONING ABILITY

Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, or schedule form. Ability to assess situations for potential disruption to public disorder.

CERTIFICATES, LICENSES, REGISTRATIONS Prior Law enforcement certification from the State of Wisconsin Standards Board or eligibility for certification. Valid Wisconsin driver's license.

OTHER QUALIFICATIONS Demonstration of effective interpersonal skills in dealing with the public and peers. Proficiency on the operation of firearms as measured by departmental standards. No federal felony conviction or conviction of any other offense which if committed in Wisconsin could be punished as a felony unless granted a complete and unconditional pardon.

PHYSICAL DEMANDS The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to stand; walk; sit; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl; while wearing standard police equipment. Ability to talk and hear. The employee is occasionally required to move quickly over short distances, grapple, climb, balance, and bend/twist. The employee is occasionally required to use hands to finger, handle, or feel. The employee must occasionally lift and/or move more than 100 pounds and exert enough force to control resisting suspects. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. Employee must be free of any medical or emotional condition that would adversely impact performance of duties.

WORK ENVIRONMENT The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly exposed to outside weather conditions. The employee is occasionally exposed to risk of electrical shock and vibration, hazardous conditions involved in pursuit of suspects which may result in physical injury.. The noise level in the work environment is usually moderate but there is periodic exposure to loud noises from sirens and weapons.

EQUIPMENT USED: Typewriter, calculator, dictation equipment, copy machine, computer terminal, mobile data terminal, telephone and two way radio. Car or van. Firearms, explosives, handcuffs, baton, camera, laser equipment, flashlight, and radar equipment.

COLLECTIVE BARGAINING AGREEMENT: Union position (WPPA)

MEDICAL: Applicants will be required to submit to a medical examination which includes a psychological screening prior to appointment, consistent with requirements of the position.

RESIDENCY: Residency is required within one (1) year after completion of a one eighteen (18) month probationary period, which would be a fifteen (15) mile radius of the City from South 76 Street and West Layton Avenue.

SALARY AND BENEFITS: Wages and benefits are determined by the current union contract in effect.

BACKGROUND: All applicants will be fingerprinted and a record check made of local, state or federal authorities. In addition a comprehensive background investigation will be conducted. A conviction is not an automatic bar to employment.

CC approved: 5/6/97
Revised 9/6/01



Police Officer

Classification

Exempt (Eligible for Overtime)

Reports to

Police Sergeant

Summary/Objective

Patrols assigned beat on foot or in patrol car to control traffic, prevent crime or disturbance of peace, assist citizens in maintaining a safe community and arrests violators by performing the following duties.

Essential Functions

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed within are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disability to perform essential functions, which include the following. Other duties may be assigned.

- Maintaining community order and compliance with ordinances and statutes through but not limited to the following activities:
 - Controlling the assigned area using generally accepted police procedures.
 - Establishing positive rapport with the general public.
 - Recognizing and reporting situations which may be particularly disturbing or a threat to the general public order.
 - Recognizing and reporting potential health and safety hazards to the appropriate agency.
 - Responding to general public calls for assistance.
- Enforcing state law and local ordinances through warning or arresting persons who have violated laws or ordinances through but not limited to the following activities:
 - Investigating accidents, complaints and reported possible criminal activity.
 - Performing surveillance and investigation.
 - Recognizing, locating, possessing and securing evidence while preserving the chain of custody.
- Engaging in traffic control activity which may include but are not limited to the following:

- Monitoring compliance with local, state, and county ordinances.
 - Directing and rerouting traffic around obstacles, accidents, crime scenes, or other needed rerouting.
 - Investigating traffic accidents, administering first aid until arrival of emergency medical technicians, or appropriate medical help.
 - Issuing traffic citations for moving and non-moving violations.
- Testifying in state and municipal courts, as required.
 - Maintaining a record of all reportable events and filing the reports, as directed.
 - Inspecting all assigned equipment prior to the shift to determine its adequacy and safety.

Language Skills

- Ability to read and correctly interpret documents such as safety rules, state statutes and municipal ordinances, operating and maintenance instructions, and procedure manuals.
- Ability to write routine reports and correspondence.
- Ability to speak effectively to citizens, fellow workers, and superiors.

Mathematical Skills

- Ability to understand basic mathematical concepts and procedures, and apply to job situations which include but are not limited to the measurement of distance and weights, the calculation of fines, and other job related situations.

Reasoning Ability

- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists.
- Ability to interpret a variety of instructions furnished in written, oral, or schedule form.
- Ability to assess situations for potential disruption to public order.

Position Type and Expected Hours of Work

This is a full-time position. An Officer is assigned to a rotating shift, working a four days on, two days off schedule. The shift may be days, early or late. Must have the ability to work extended hours and/or report to work outside of assigned hours as needed.

Supervisory Responsibility

Officers may supervise probationary officers, auxiliary officers and/or student interns as necessary.

Education and Experience

A high school diploma and law enforcement certification from the State of Wisconsin Training Standards Board or one year previous full-time law enforcement experience. Associate's Degree in Police Science or a Bachelor's degree in a related field; or a minimum of sixty (60) college level credits from an accredited college.

The City of Greenfield reserves the right to utilize equivalencies where deemed appropriate with regard to education and experience requirements and may consider combinations of education and experience likely to lead to success with essential duties and responsibilities.

Qualifications

A working knowledge of accepted management principles and police administration practices; of statutes and regulations relating to the police function including the rights of persons, rules of evidence and search and seizure; of the relation between the police, the courts, other law enforcement agencies, and other City departments; of accepted practices in personnel supervision, organization, and control of work; and of budget planning and administration.

Certificates, Licenses, Registrations

Prior Law enforcement certification from the State of Wisconsin Standards Board or eligibility for certification. Possession and maintenance of Wisconsin driver's license.

Other Qualifications

Demonstration of effective interpersonal skills in dealing with the public and peers. Proficiency on the operation of firearms as measured by departmental standards. No felony conviction or conviction of any other offense which if committed in Wisconsin could be punished as a felony unless granted a complete and unconditional pardon. Any other conviction which would disqualify employee from possessing a firearm.

Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is frequently required to stand; walk; sit; reach with hands and arms; climb or balance; stoop, kneel, crouch, or crawl while wearing standard police equipment. Ability to talk and hear. The employee is occasionally required to move quickly over short distances, grapple, climb, balance, and bend/twist. The employee is occasionally required to use hands to handle or feel. The employee must occasionally lift and/or move more than 100 pounds and exert enough force to control resisting suspects. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. Employee must be free of any medical or emotional condition that would adversely impact performance of duties.

Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. While performing the duties of this job, the employee is regularly exposed to outside weather conditions. The employee is occasionally exposed to risk of electrical shock and vibration, hazardous conditions involved in pursuit of suspects which may result in physical injury. The noise level in the work environment is usually moderate but there is periodic exposure to loud noises from sirens and weapons.

Equipment Used

Keyboards, calculator, dictation equipment, copy machine, computer terminal, mobile data terminal, telephone and two way radio, motor vehicles, firearms, explosives, handcuffs, baton, cameras, flashlight, recording devices.

Collective Bargaining Agreement

Union position.

Pre-Employment Requirements

Applicants may be required to submit to a pre-employment physical, drug screen and psychological

screening prior to appointment, consistent with requirements of the position.

All applicants will be fingerprinted and a record check made of local, state or federal authorities. In addition a comprehensive background investigation will be conducted. A conviction is not an automatic bar to employment.

Salary and Benefits

Wages and benefits are determined by the current Police Labor Agreement in effect.

AAP/EEO Statement

It is the policy of the City of Greenfield not to discriminate unlawfully against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, disability, national origin, creed, marital status, citizenship status, veteran status, membership in the military or national guard, use of a lawful product while off duty, ancestry, sexual orientation, arrest, or conviction record or any other characteristic protected by state or federal law. This policy shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or other compensation; and selection for training, including apprenticeship. This City further agrees to take affirmative action to ensure equal employment opportunities.

RESOLUTION NO. ____

Resolution Authorizing the Release of Certain Restrictions
on the Real Estate Located at 6815 W. Layton Avenue

WHEREAS, a former owner of the property located at 6815 W. Layton Avenue recorded covenants, conditions and restrictions which were dated May 19, 1955 and were recorded in the Milwaukee County Register of Deeds on June 24, 1955 in Deeds Volume 3450, Page 330 as Document No. 3405165; and

WHEREAS, those restrictions require the reversion of certain areas of the property to off-street parking in the event that the property is no longer utilized for a gasoline service station; and

WHEREAS, the City of Greenfield is the successor in interest to the Town of Greenfield and has the authority to enforce or waive those restrictions; and

WHEREAS, City of Greenfield Ordinance No. 8, relating to the vacation of certain off-street parking areas and a public service street on the property was approved conditioned upon the requirement that if the areas were restored to parking or access that the owner would re-dedicate the areas to the public use; and

WHEREAS, Ordinance No. 8 was recorded in the office of the Milwaukee County Register of Deeds on July 1, 1957 in Deeds Volume 3716, Page 77 as Document No. 3589410; and

WHEREAS, the City does not desire to have the area re-dedicated as such dedication would be inconsistent with modern planning standards and the City's comprehensive master plan;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Greenfield, Wisconsin, that the restrictions held for the benefit of the City in the above-described documents are released and shall no longer burden the real estate.

BE IT FURTHER RESOLVED, that the City Attorney is authorized to work with the property owner to prepare a recordable document that reflects this action, and upon City Attorney approve, the Mayor and City Clerk are authorized to execute and deliver the same.

INTRODUCED by the Common Council of the City of Greenfield on the 17th day of August, 2021.

PASSED AND ADOPTED by the Common Council of the City of Greenfield on the 17th day of August, 2021.

APPROVED:

Michael J. Neitzke, Mayor

ATTEST:

Jennifer Goergen, City Clerk

PACKETS FOR WEDNESDAY, 8 / 11 / 2021 FINANCE MEETING

AP DISBURSEMENT SCHEDULES:

AP CHECKS	7/9/2021	\$	198,167.65
AP CHECKS - TAX REFUNDS	7/12/2021	\$	9,911.37
AP CHECKS	7/16/2021	\$	165,194.63
AP CHECKS - TAX REFUNDS	7/19/2021	\$	36.43
AP CHECKS	7/23/2021	\$	459,785.73
AP CHECKS	7/30/2021	\$	591,472.97
AP CHECKS	8/2/2021	\$	800.00
AP CHECKS	8/6/2021	\$	1,329,760.62
WIRE TRANSFERS - JUL 2021		\$	4,483,802.58
P-CARDS -		\$	

TOTAL \$ 7,238,931.98

CC: PAULA

CC: FINANCE FOLDER

LOCAL GOVERNMENT INVESTMENT POOL

June 2021 Statement

May Ending Balance	\$	17,024,993.70
1 Deposit (s) in June		1,947,934.14
0 Withdrawal(s) in June		-
June Interest Earnings @ 0.04%		626.49
TOTAL	\$	18,973,554.33

JUNE 2021
INVESTMENTS

Institution	Princ Amt Invested	Investment Date	Maturity Date	Yield	Interest Earned	ID #
Money Mkt/Tri-City Bank	\$1,808,184.63	12/31/2001	variable		\$222.94	21901270
Money Mkt/BMO Harris Bank	\$511,694.58	6/28/2011	variable		\$32.39	46370511
Ehlers Investment Partners X-2055705 GRD GEN INV	\$6,676,035.34	12/9/2014	variable			
Ehlers Investment Partners X- GRD 2021A INV	\$6,762,740.85					
Associated Bank Investments	\$6,525,577.00	12/10/2014	variable			
Totals	\$22,284,232.40				\$255.33	

ACCOUNT CLASSIFICA AND FUNCTION		2021 AMENDED BUDGET	2021 ACTIVITY THRU 06/30/21	REMAINING BALANCE
DESCRIPTION				
ESTIMATED REVENUES				
TAXES	TAXES	18,945,189	18,944,687	502.00
INTGOV	INTERGOVERNMENTAL	4,144,513	1,110,601	3,033,912.00
L&P	LICENSES AND PERMITS	1,225,740	635,385	590,355.00
FINES	FINES-FORFEITS-PENALTIES	733,000	304,292	428,708.00
CHRG	PUBLIC CHARGE FOR SERVICE	1,508,100	672,223	835,877.00
INT CHRG	INTERGOVERNMENTAL CHARGES	1,269,193	599,033	670,160.00
MISC REV	MISCELLANEOUS REVENUE	346,944	110,964	235,980.00
OTH FIN	OTHER FINANCING SOURCES	949,462		949,462.00
TOTAL ESTIMATED REVENUES		29,122,141	22,377,185	6,744,956.00
APPROPRIATIONS				
GENERAL	GENERAL GOVERNMENT	3,648,889	1,767,892	1,880,997.00
PS	PUBLIC SAFETY	19,348,723	8,618,549	10,730,174.00
PW	PUBLIC WORKS	3,809,459	1,863,490	1,945,969.00
HHS	HEALTH AND HUMAN SERVICES	916,769	395,299	521,470.00
CRE	CULTURE, REC AND EDUCATION	1,157,408	453,328	704,080.00
PD	PLANNING AND DEVELOPMENT	225,893	85,781	140,112.00
OTHER	OTHER FINANCING SOURCES (USES)	15,000	15,000	
TOTAL APPROPRIATIONS		29,122,141	13,199,339	15,922,802.00
NET OF REVENUES/APPROPRIATIONS - FUND 010			9,177,846	9,177,846.00
BEGINNING FUND BALANCE		9,205,459	9,205,459	
ENDING FUND BALANCE		9,205,459	18,383,305	