



LEGISTAR ID # 12-7274

January 16, 2011

The Honorable Mayor John Dickert
and Common Council
Racine, Wisconsin

Your Honor and Aldermen:

Re: Committee Appearance to Request Authority to Enter into Wisconsin Homeland Security Grant Program Agreement with Racine County

I request to appear before the appropriate committee to discuss permission to enter into a Wisconsin Homeland Security Grant Program Agreement, as a subgrantee, with Racine County. The agreement will transfer ownership of a Wanco Mobile Video Surveillance Trailer System, having an estimated value of \$49,610., at no cost to the City of Racine.

Sincerely,

Kurt S. Wahlen
Chief of Police

KSW/df
cc: D/C Schulz
Lt. Charles Weitzel
Kathy Kasper



RACINE COUNTY SUB-GRANT AGREEMENT

THIS AGREEMENT, by and between the County of Racine (hereinafter referred to as "County") and the City of Racine (hereinafter referred to as "Subgrantee").

WHEREAS, the County has applied for materials for the Wisconsin Homeland Security Grant Program; and,

WHEREAS, the County has successfully received grants to purchase equipment for use in the Wisconsin Homeland Security Program; and

WHEREAS, the grant is for equipment to be provided to various municipalities and agencies within Racine County; and

WHEREAS, the various municipalities and agencies which utilize the equipment pursuant to this program are also subject to utilizing the equipment according to certain conditions.

NOW, THEREFORE, the parties hereby agree, as follows:

- A. Equipment. County agrees to pass through the following equipment to the City of Racine Police Department:

Wanco Mobile Video Surveillance Trailer System

- B. General Conditions and Obligations of Subgrantee. Subgrantee agrees to receive and utilize equipment and other items purchased with Homeland Security grant funds in accordance with the following conditions:

- 1) Subgrantee must comply with the general and special conditions as contained in the application process and the purposes as described in the Grant application (a copy of the award document with general and special conditions is attached).
- 2) Assessment and Inventory. Maintenance of an equipment inventory is the responsibility of the Subgrantee. An annual equipment inventory report shall be completed and submitted to the Racine County Emergency Management Office no later than January 15th of each year. The Subgrantee becomes the owner of the equipment upon delivery. An audit and/or physical inspection of any equipment may occur at any time by Federal, State or local Emergency Management officials. All equipment must be made available for the audit or inspection.
- 3) Maintenance. All costs maintenance, repairs, or replacement shall be the responsibility of the Subgrantee. Shipping costs for the initial purchase shall be included in the grant proposal as part of the total allocation to each Subgrantee. Grant funds may be used to contract/pay for maintenance costs and, if so, this amount must be included in the initial grant allocation request.
- 4) The County shall bear no responsibility or liability for the use of any equipment received from the grant programs. Subgrantee shall indemnify and hold the County, its officers, employees and assigns, harmless from any and all liability, loss, damages, costs and expenses, whether due to personal injury or property damage, which occur as a result of the use of any equipment received from this grant program, unless such liability, loss, damage, costs or expenses due solely to a negligent act, error or omission of the County, its agencies, officers, employees, or designees.

- C. Training and Use. Training for operation or use of equipment may be offered by the manufacturer or vendor; however, the Subgrantee shall have the responsibility for implementing the training, and all

associated costs. Equipment requests should be appropriate for the discipline, based on need and fit within the County's overall preparedness plan.

- D. Term. Equipment shall be maintained and available for use as intended by the grant for the duration of its useful life. Disposal of equipment must follow all applicable state, federal, and local guidelines. The grantee must maintain records of any equipment disposal or transfer of ownership. Any proceeds from the sale of equipment at or near the end of its useful life will be considered program revenue and must be reinvested into eligible homeland security expenses. Equipment must remain in use by the requesting agency during its useful life. Any transfer of ownership requires written notification to the OJA Interoperability Coordinator.
- E. Authority and binding agreement. The parties who have executed this Agreement hereby represent that they have authority to sign this Agreement on behalf of Subgrantee and County. Further, this Agreement shall be binding upon the parties, and their respective heirs, successors and assigns.
- F. Miscellaneous. This Agreement shall be construed according to the laws of the State of Wisconsin. Subgrantee and County both further agree to comply with any requirements of the State of Wisconsin not specifically outlined in this Agreement which may be applicable as part of the Wisconsin Homeland Security Grant Program. Further, this Agreement may not be assigned to any other party and the equipment is only to be used by Subgrantee, except as provided in Section C. 2) of this Agreement.

Municipality hereby certifies that the undersigned has full authority to bind the Municipality to the herein-described terms.

County

Date

Municipality

Date