

**MEMORANDUM OF UNDERSTANDING
REGARDING USE OF ARPA FUNDS**

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the Wisconsin Department of Administration (“DOA”), whose principal business address is 101 East Wilson Street, Madison, WI 53703 and the undersigned tribal or local law enforcement agency (“LEA” or “Grantee”), whose address is identified below.

WHEREAS, the United States Department of the Treasury (“Treasury Department”) has distributed to DOA funds (“ARPA Funds”) from the Coronavirus State Fiscal Recovery Fund pursuant to 42 U.S.C. § 802, as added by section 9901 of the American Rescue Plan Act of 2021 (“ARPA”); and

WHEREAS, DOA is administering such funds through a variety of programs and initiatives; and

WHEREAS, a rule issued by the U.S. Treasury Department, which took effect on April 1, 2022 (the “Final Rule”), outlines the eligible uses of ARPA funds to include the provision of government services; and

WHEREAS, the program outlined by this MOU constitutes the provision of government services within the meaning of the Final Rule;

NOW, THEREFORE, DOA and Grantee agree that DOA shall grant, and Grantee may utilize, certain ARPA Funds, which constitutes direct assistance to Grantee as a beneficiary under the Final Rule, defined in the Program Schedule pursuant to the terms and conditions set forth in this MOU.

The term of this MOU will run from the Effective Date until the expiration of the Program outlined in the Program Schedule.

The person(s) signing this MOU on behalf of Grantee certifies and attests to having full and complete authority to bind Grantee, on whose behalf they are executing this document.

IN WITNESS WHEREOF, DOA and Grantee have fully executed this MOU as of the date of Grantee’s signature below (“Effective Date”).

DEPARTMENT OF ADMINISTRATION

GRANTEE

Chris Patton

Name:

Deputy Secretary

Title:

Department of Administration

Agency:

Dated: _____

Dated: _____

Federal Award Identification Number: N/A

CFDA #: 21.027, Coronavirus State and Local Fiscal Recovery Funds

Federal Awarding Agency: Department of the Treasury

GENERAL TERMS

ARTICLE 1. ALLOCATION AMOUNT AND PERMISSIBLE USES OF FUNDS

The amount of ARPA Funds allocated to Grantee pursuant to this MOU and the purposes for which they may be used are set forth in the relevant Program Schedule. DOA's contribution to the total cost of eligible expenditures reported by a Grantee under this MOU shall not exceed the amount set forth in the relevant Program Schedule. DOA shall not reimburse any costs that are not eligible for reimbursement under ARPA or rules, regulations, or guidance promulgated to implement ARPA.

ARTICLE 2. PAYMENT

Reimbursements shall be made as provided in the relevant Program Schedule. Grantee is solely responsible for demonstrating that expenditures submitted for reimbursement meet the eligibility requirements set forth in the relevant Program Schedule, and for ensuring that any funds disbursed to Grantee are allocated within the Grantee's affiliated local or Tribal government in accordance with any applicable local or Tribal requirements.

ARTICLE 3. REPORTING

Grantee shall provide DOA with all information necessary to comply with all requirements of the Treasury Department and other federal agencies regarding reporting of the uses of ARPA Funds. Grantee will also provide DOA with all information necessary to accomplish any public transparency reporting or Grantee monitoring that DOA deems necessary. Further reporting requirements are outlined in the Program Schedule.

ARTICLE 4. APPLICABLE LAWS, RULES, AND REGULATIONS

This MOU shall be governed by the laws of the State of Wisconsin and the laws of the United States, including without limitation ARPA, the Final Rule, and all other rules and regulations promulgated to implement ARPA. Grantee shall be responsible for ensuring that its uses of the ARPA Funds allocated to it under this MOU comply with all applicable laws, rules, and regulations.

ARTICLE 5. NONDISCRIMINATION AND AFFIRMATIVE ACTION REQUIREMENTS

In connection with the performance of work under this MOU, 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. s. 51.01 (5), sexual orientation or national origin except as otherwise permitted by law. This is with respect to, but is not 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, Grantee further agrees to take affirmative action to ensure equal employment opportunities. Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices required by law.

Pursuant to 2019 Wisconsin Executive Order 1, Grantee 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.

Failure to comply with the conditions of this article may result in the declaration of Grantee ineligibility, the termination of this MOU, or the withholding of funds.

ARTICLE 6. COMPLIANCE BY THIRD-PARTY RECIPIENTS OF FUNDS

If, and to the extent that, the Program Schedule allows Grantee to award funds to third parties, Grantee shall be responsible for ensuring that any third party receiving funds pursuant to the Program comply with all laws, rules, and regulations applicable to the use of those funds by the third party.

ARTICLE 7. SUBLET OR ASSIGNMENT OF DUTIES

Grantee shall not sublet or assign all or any part of Grantee's duties or rights under this MOU without prior written approval of DOA.

ARTICLE 8. REIMBURSEMENT OF FUNDS

Grantee shall return to DOA any funds paid to Grantee in excess of the amount allocated pursuant to this MOU. If Grantee fails to return excess funds, DOA may deduct the appropriate amount from subsequent payments due to Grantee from DOA. DOA also reserves the right to recover such funds by any other legal means.

Grantee shall be responsible for reimbursement to DOA for any disbursed funds DOA determines have been misused or misappropriated. Any reimbursement of funds required by DOA shall be due upon DOA's written demand to Grantee.

ARTICLE 9. INDEMNIFICATION

In carrying out the provisions of this MOU or in exercising any power or authority contracted to Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of Grantee, or of any of its agents or sub-Grantees, in performing work under this MOU.

Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and third parties to perform services or otherwise supply products or services. Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this MOU, irrespective of whether the audit is ordered by a federal or state agency or by a court.

ARTICLE 10. FINANCIAL MANAGEMENT

Grantee's chart of accounts and accounting system shall permit timely preparation of reports of expenditures as required by DOA.

Records shall be maintained for a period of not less than five years unless the Program requirements are longer.

ARTICLE 11. CONFLICTS OF INTEREST AND ETHICS

No person who is an employee, agent, consultant, or officer of Grantee, or an elected or appointed official, and who exercises or has exercised any functions or responsibilities with respect to activities supported by and described in this MOU, or who is in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any agreement or subcontract with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure. Receipt of earnings from Grantee by employees of Grantee shall not be considered a conflict of interest, but otherwise employees of Grantee shall be fully bound by the requirements of this Article. Upon request, DOA can make exceptions to this requirement after full disclosure and where DOA determines that such exception is in the best interests of the State and is not contrary to state or federal laws.

Grantee agrees to disclose to DOA in writing any potential conflict of interest affecting the awarded funds so it can determine its own disclosure obligations to the Treasury Department in accordance with Treasury Department policy.

Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. ch. 19, subch. III, and the State Employee Code of Ethics, Wis. Admin. Code Ch. ER-MRS 24.

ARTICLE 12. TERMINATION OF AGREEMENT

DOA may terminate this MOU at any time with or without cause by delivering notice to Grantee.

ARTICLE 13. AMENDMENT

This MOU may be amended by mutual consent of the parties. Amendments shall be in writing and signed by the parties. Changes to the amount of funds allocated under this MOU or the purposes for which those funds may be used may be documented by amending the relevant Program Schedule.

ARTICLE 14. SEVERABILITY

If any provision of this MOU shall be adjudged to be unlawful, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this MOU.

ARTICLE 15. SURVIVAL OF REQUIREMENTS

Unless otherwise authorized in writing by DOA, the terms and conditions of this MOU shall survive the Performance Period and shall continue in full force and effect until Grantee has completed and is in compliance with all the requirements of this MOU.

ARTICLE 16. EXAMINATION OF RECORDS

DOA, or any of its authorized representatives, shall have access to and the right at any time to examine, audit, excerpt, transcribe, and copy on Grantee's premises any directly pertinent records and computer files of Grantee involving transactions relating to this MOU. If the material is held in an automated format, Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by DOA. Such material shall be retained until such time as DOA notifies otherwise.

This provision shall also apply in the event of cancellation or termination of this MOU. Grantee shall notify DOA in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to Grantee and shall be reimbursed by DOA.

ARTICLE 17. LOBBYING

Funds provided to Grantee pursuant to this MOU may not be used to influence federal contracting or financial transactions.

PROGRAM SCHEDULE

TRIBAL AND LOCAL LAW ENFORCEMENT AGENCY INITIATIVE

This Program Schedule outlining the Tribal and Local Law Enforcement Agency Initiative (the “Program”) is attached to and incorporated into the Memorandum of Understanding Regarding Use of ARPA Funds (“MOU”) between DOA and Grantee.

Award Amounts and Permissible Uses:

Program: Tribal and Local Law Enforcement Agency Initiative

Award Amount: Each tribal and local law enforcement agency in the State of Wisconsin (referred to herein as “LEAs” or “Grantees”) has been allocated a certain sum (its “Allocation”) based on the size of the population it serves, with an add-on for LEAs serving communities where violent crime exceeds the state average. The Allocation for each LEA is available on the program website (<https://doa.wi.gov/Pages/LocalGovtsGrants/leagrant.aspx>) and incorporated by reference herein.

Program Duration: An LEA may use its Allocation to reimburse eligible expenditures incurred **between March 15, 2022 and June 30, 2023**. Expenditures incurred outside that time window are not eligible for reimbursement under this Program. For purposes of this Program, an expenditure is not “incurred” until the LEA or its affiliated Tribal or local government has paid it.

How it Works: During a quarterly Reporting Period, an LEA may draw down its Allocation and receive allocated funds by reporting eligible expenditures for reimbursement through the Program’s online reporting system. DOA will process these submissions and reimburse each LEA’s reported eligible expenditures from the remaining balance of its Allocation. The first Reporting Period is expected to occur during a two-week period in September 2022; they will occur on a quarterly basis thereafter until the completion of the Program.

Example: An LEA has a \$20,000 allocation. During the September 2022 Reporting Period, it uses the online reporting system to report \$8,000 in eligible expenditures incurred since March 15, 2022. DOA processes the reimbursement request and pays \$8,000 to the LEA, leaving \$12,000 in the LEA’s Allocation. In the next quarterly Reporting Period, the LEA submits another \$7,000 in eligible expenditures. Those eligible expenditures are again processed and reimbursed, leaving the LEA with \$5,000 of its Allocation remaining to reimburse expenditures reported in subsequent Reporting Periods.

Permitted Uses of Funds: The Program is intended to provide LEAs with additional resources to help offset certain costs associated with hiring, training, testing, and equipping law-enforcement officers, as well as updating certain technology and policies and implementing new crime-reduction initiatives. The following expenditures are eligible for reimbursement under the Program, subject to the limitations set forth in the MOU, this Program Schedule, and applicable state and federal law:

- 1. Recruitment incentives.** The Program will reimburse the costs of certain financial incentives to recruit new officers, jail personnel, and dispatchers (referred to collectively below as “new hires”), as follows:
 - a.** The costs of a new hire’s academy or other formal preparatory training, to the extent the new hire’s training costs are reimbursed by the LEA following acceptance of employment.
 - b.** A signing bonus of up to \$2,000 for each new hire.
 - c.** For each new hire whose most recent employer was an out-of-state governmental agency, an additional bonus of up to \$500 for each year of relevant out-of-state experience as a law enforcement officer, jailer, or dispatcher, up to an additional \$2,000. Thus, for a new hire from an out-of-state law governmental agency with four or more years’ relevant experience, this Program will reimburse the cost of providing a signing bonus of up to \$4,000.

Each new hire who receives recruitment incentives that are reimbursed through this Program must provide the LEA with a written statement affirming that the new hire intends to complete at least three years' continuous employment with the LEA. The LEA is responsible for collecting and maintaining those statements; it does not need to provide copies of those statements when making reimbursement requests unless specifically requested by DOA.

Each LEA is responsible for conducting appropriate background checks on employment candidates. New hires with a record of misconduct are not eligible to receive recruitment incentives that are reimbursed through this Program.

- 2. Medical testing.** The Program will reimburse the costs of job-related medical testing of officers, including physical examinations, hearing tests, drug tests, pre-employment psychological examinations, and other medical testing.
- 3. Training.** The Program will reimburse the costs of providing training to help reduce violence and improve community safety, including programs to train officers in any of the following subject areas:
 - a. Crisis intervention, including training for interactions with individuals suffering from mental illness and addiction.
 - b. Resiliency and suicide prevention.
 - c. Use-of-force options and de-escalation tactics, including scenario-based training aimed at stabilizing potentially dangerous situations to allow more time and options for safe resolution.
 - d. Implicit bias.
 - e. "Active bystander" training.
 - f. The emergency detention process.
 - g. Homicide investigation.
 - h. Any annual recertification training required by the Wisconsin Law Enforcement Standards Board.
- 4. Wellness and counseling programs.** The Program will reimburse the costs of providing wellness, counseling, or behavioral health programs or services to officers.
- 5. Officer equipment, fuel, and technology, excluding weapons.** The Program will reimburse the costs of purchasing the following:
 - a. Uniforms, duty belts, holsters, handcuffs, boots, bulletproof vests and other protective gear, radios, flashlights, and other equipment of a similar nature.
 - b. License-plate readers, security cameras, and smart cameras, including thermal imaging cameras and vehicle-mounted cameras.
 - c. Mobile data computers and equipment purchased for the purpose of improving wireless connectivity in LEA vehicles, such as mobile hot spots.
 - d. Body cameras and body camera-activating holsters.
 - e. Any accessories, software, services (including installation), or specialized training needed to utilize items in categories 5.a to 5.d above.
 - f. Up to 50 percent of the fuel and charging costs for LEA vehicles.

Weapons (including non-lethal weapons) and ammunition are not eligible for reimbursement through this Program.

- 6. Temporary contract personnel.** The Program will reimburse the costs of retaining temporary contract personnel to assist with processing evidence, reducing backlogs, or other tasks that help LEAs conduct criminal investigations. When reporting these expenditures in the online reporting system, the LEA must identify the contractor used and the nature of the services performed.
- 7. Sworn law enforcement officers, jail personnel, and dispatchers.** The Program will reimburse certain costs associated with sworn law enforcement officers, as follows:

- a. The additional payroll costs associated with increasing part-time officers, dispatchers, or jail personnel to full-time positions.
 - b. For LEAs that adopt or engage in initiatives to reduce violent crime (including offenses involving firearms), the payroll costs of officers for time worked on such initiatives.
 - c. The payroll costs of officers for time worked on Crisis Intervention Teams.
 - d. For LEAs serving communities where the violent crime rate exceeds the state average, as identified in Appendix 1, the full payroll costs for new hires (as defined in paragraph 1 above) made on or after March 15, 2022.
8. **K9 units.** The Program will reimburse the costs associated with purchasing canines to assist officers with law enforcement functions, including any related training costs.
9. **Community policing initiatives.** The Program will reimburse costs associated with designing and implementing community policing initiatives, including training, equipment and technology (excluding weapons), temporary contract personnel, or other expenses associated with such initiatives. For purposes of this Program, “community policing initiatives” refer to place-based, community-oriented crime reduction strategies in targeted neighborhoods suffering from chronic crime issues.
10. **Initiatives to address carjacking and vehicle theft.** The Program will reimburse costs associated with designing and implementing initiatives to prevent and investigate incidents of carjacking and vehicle theft, including training, equipment and technology (excluding weapons), temporary contract personnel, or other expenses associated with such initiatives.
11. **Updating use-of-force policies to comply with Act 75.** The Program will reimburse costs associated with updating their use-of-force policies to comply with the standards set forth in [2021 Wisconsin Act 75](#), including any costs of training related to these standards.

Expenditures not included in the above categories are not eligible for reimbursement through this Program.

Procurement limitations: All expenditures submitted for reimbursement through this Program must comply with Grantee’s local procurement procedures and must avoid conflicts of interest, acquisition of unnecessary or duplicative items, excessive costs, or other waste.

Payments:

Grantee shall make requests for reimbursement payments by reporting eligible expenditures through DOA’s online reporting system during Reporting Periods.

Reimbursement payments shall only be made after the MOU has been fully executed by Grantee and DOA, the Grantee has reported expenses that are eligible for reimbursement in compliance with the MOU and this Program Schedule, and responses are provided by Grantee for any questions from DOA within timeframes designated by DOA.

DOA shall make payment by check or via Automated Clearing House (ACH).

Payments to Grantee that exceed allowable expenses pursuant to the terms of the Agreement, if outstanding at the expiration of this Agreement, shall be repaid to DOA within 60 days of the expiration date of the Performance Period. DOA, in accordance with State procedures, shall reconcile payments and report expenses.

Records and Reporting:

Grantee is responsible for maintaining records sufficient to demonstrate that the expenditures submitted for reimbursement are eligible expenditures under the MOU and this Program Schedule. Grantee will cooperate with

any inquiry and provide any relevant information or records requested by DOA or any of its authorized representatives relating to the expenditures submitted for reimbursement.

Grantee understands that DOA is required to submit quarterly and annual reports to the U.S. Department of Treasury pursuant to the American Rescue Plan Act of 2021. Grantee shall timely provide DOA with all information that may be necessary to comply with those reporting requirements.

Grantee must retain records for a period of at least five years after all ARPA State and Local Fiscal Recovery Funds provided by the Department of Treasury to the State of Wisconsin have been expended or returned to the federal government. Current law requires the State to expend or return such funds no later than December 31, 2026.

Administration:

The DOA employee responsible for the administration of this MOU with respect to this Program Schedule shall be DOA's Administrator of the Division of Intergovernmental Relations or their designee, who shall represent DOA's interest in review of quality, quantity, rate of progress, timeliness, compliance, federal reporting, and related considerations as outlined in this MOU.

The Grantee employee responsible for the administration of this MOU with respect to this Program Schedule shall be the person designated as "contact person" by Grantee, who shall represent Grantee's interest regarding Agreement performance, financial records, and related considerations. DOA shall be immediately notified of any change of this designee.

All correspondence, notices or requests under this MOU shall be in writing, in electronic form or otherwise, to the addresses listed below:

To DOA:

Dawn Vick
Administrator
Division of Intergovernmental Relations
Department of Administration
101 E. Wilson St.
Madison, WI 53703
E-mail: LEAGrant@wisconsin.gov

To Grantee:

The "contact person" designated by Grantee

Certifications:

By submitting an expenditure to DOA for reimbursement through this Program, Grantee certifies all the following:

- (1) That the expenditure is a permitted use of funds, as described in this Program Schedule.
- (2) That the expenditure was incurred by the Grantee or its affiliated Tribe, county, city, village, or town and has not been reimbursed by any other third-party source.
- (3) That all other information provided by Grantee to DOA relating to the expenditure is accurate.
- (4) That the Grantee has and will maintain records of the expenditure for the period required by this Program Schedule, including, if applicable, statements affirming that new hires receiving recruitment incentives intend to complete at least three years' continuous employment with Grantee.
- (5) That the Grantee is not a federally debarred contractor and is not on the list of parties excluded from federal procurement and non-procurement contracts.

Appendix 1

Adams County Sheriff's Office	Hudson Police Department
Adams Police Department	Iron River Police Department
Altoona Police Department	Janesville Police Department
Antigo Police Department	Jefferson Police Department
Appleton Police Department	Juneau County Sheriff's Office
Ashland County Sheriff's Office	Kaukauna Police Department
Ashland Police Department	Kenosha County Sheriff's Office
Ashwaubenon Police Department	Kenosha Police Department
Baraboo Police Department	Kewaunee County Sheriff's Office
Barron Police Department	Kiel Police Department
Bayfield Police Department	La Crosse Police Department
Beloit Police Department	Lac Courte Oreilles Tribal Police Department
Big Bend Police Department	Lac du Flambeau Police Department
Black River Falls Police Department	Lake Delton Police Department
Bloomer Police Department	Lake Hallie Police Department
Boscobel Police Department	Lake Mills Police Department
Brown Deer Police Department	Lancaster Police Department
Burlington Police Department	Lincoln County Sheriff's Office
Burnett County Sheriff's Office	Madison Police Department
Butler Police Department	Manawa Police Department
Chetek Police Department	Manitowoc Police Department
Chilton Police Department	Marinette Police Department
Chippewa Falls Police Department	Marion Police Department
Clintonville Police Department	Markesan Police Department
Coleman Police Department	Marshall Police Department
Cornell Police Department	Marshfield Police Department
Crandon Police Department	Mauston Police Department
Cudahy Police Department	Mayville Police Department
Dane County Sheriff's Office	Medford Police Department
Delavan Police Department	Menasha Police Department
Dunn County Sheriff's Office	Menominee Tribal Police Department
East Troy Village Police Department	Menomonie Police Department
Eau Claire County Sheriff's Office	Milwaukee Police Department
Eau Claire Police Department	Minocqua Police Department
Elkhorn Police Department	Mondovi Police Department
Elroy Police Department	Monroe County Sheriff's Office
Everest Metro Police Department	Mount Pleasant Police Department
Fennimore Police Department	Muscoda Police Department
Fitchburg Police Department	Neenah Police Department
Florence County Sheriff's Office	New Lisbon Police Department
Fond du Lac Police Department	New Richmond Police Department
Forest County Sheriff's Office	Oak Creek Police Department
Fort Atkinson Police Department	Oconto Police Department
Frederic Police Department	Omro Police Department
Glendale Police Department	Osceola Police Department
Grand Chute Police Department	Oshkosh Police Department
Grantsburg Police Department	Palmyra Police Department
Green Bay Police Department	Phillips Police Department
Greendale Police Department	Platteville Police Department
Greenfield Police Department	Pleasant Prairie Police Department
Hayward Police Department	Plover Police Department
Horicon Police Department	Portage Police Department

Poynette Police Department
Pulaski Police Department
Racine Police Department
Rhineland Police Department
Rice Lake Police Department
Ripon Police Department
Rock County Sheriff's Office
Rusk County Sheriff's Office
Sawyer County Sheriff's Office
Seymour Police Department
Shawano Police Department
Sheboygan Police Department
Shiocton Police Department
Siren Police Department
Sparta Police Department
Spooner Police Department
Spring Valley Police Department
St. Croix Falls Police Department
Stanley Police Department
Stevens Point Police Department
Summit Police Department
Superior Police Department
Tomah Police Department
Town of Beloit Police Department
Town of Brookfield Police Department
Town of Madison Police Department
Twin Lakes Police Department
Two Rivers Police Department
Washburn Police Department
Waterloo Police Department
Watertown Police Department
Waukesha Police Department
Waupaca Police Department
Wausau Police Department
Wauwatosa Police Department
Webster Police Department
West Allis Police Department
West Bend Police Department
West Milwaukee Police Department
West Salem Police Department
Whitewater Police Department
Wisconsin Dells Police Department
Wisconsin Rapids Police Department