

**AGREEMENT BETWEEN THE CITY OF SHEBOYGAN AND SHEBOYGAN COUNTY FOR
THE DEVELOPMENT OF A CRISIS CO-RESPONSE PILOT PROGRAM UTILIZING
AMERICAN RESCUE PLAN ACT STATE AND LOCAL FISCAL RECOVERY FUNDS**

The parties to this Agreement are the City of Sheboygan, Wisconsin ("City"), a municipal corporation in and of the State of Wisconsin with principal offices at 828 Center Avenue, Sheboygan, Wisconsin 53081; and Sheboygan County, Wisconsin ("County"), a county corporation in and of the State of Wisconsin, with principal offices at 508 New York Avenue, Sheboygan, Wisconsin 53081.

WITNESSETH:

WHEREAS, On March 11, 2021, H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"), was signed into law. ARPA established the coronavirus State and Local Fiscal Recovery Funds ("SLFRF") program to provide financial support to state, territorial, local, and tribal governments in responding to the economic and public health impacts of COVID-19;

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule ("IFR") to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR") describing eligible and ineligible uses of funds (as well as other program provisions). This IFR was adopted as the Final Rule effective April 1, 2022.

WHEREAS, one of the enumerated eligible uses of SLFRF is to address the behavioral health challenges of the general public caused or exacerbated by the public health emergency.

WHEREAS, mental health, substance abuse, crisis response, and barriers to accessing care continue to be of significant concern within the City of Sheboygan.

WHEREAS, the numbers of youth and adults reporting symptoms of anxiety or depressive disorder, suicidal ideation and rates, substance use, and drug overdose deaths have all been on the rise since the start of the pandemic; and

WHEREAS, communities of color, adults with job loss or lower incomes, essential workers, and women with children seem to be especially affected by these concerns; and

WHEREAS, twenty-three individuals representing sixteen behavioral health-related organizations in Sheboygan County analyzed the major gaps identified by recent community assessments and recommended four services for ARPA funding to improve the behavioral health of our community; and

WHEREAS, the highest priority ranking among those four services was given to a Crisis Co-Response Pilot program involving the Sheboygan Police Department to be used to enhance trauma informed and behavioral health expertise of emergency services by embedding County Crisis staff within Dispatch and City of Sheboygan Police vehicles; and

WHEREAS, said program would involve expansion by the Sheboygan County Health and Human Services Department to the mobile crisis contract to add up to 16 hours per day coverage of co-response in the community as well as up to 16 hours per day coverage of phone response within the dispatch center; and

WHEREAS the County has committed to utilizing up to \$539,494 of its ARPA funding allocation to develop a Crisis Co-Response Pilot Program.

WHEREAS the City has committed to matching the County's funding for a Crisis Co-Response Pilot Program by conveying to the County, as an ARPA grant subrecipient, a total of up to \$539,494. Subject to the appropriation of funds, the City has committed to granting County up to \$144,640 in 2023, \$192,402 in 2024, and \$202,452 in 2025.

NOW, THEREFORE, in consideration of the foregoing recitals, the parties hereto agree as follows:

1. Effective Date and Term. The effective date of this Agreement shall be August 28, 2023 and the term of this Agreement shall continue in full force and effect until final reporting made to the United States Treasury, which shall be not later than March 31, 2026. The parties agree on behalf of themselves and their successors in interest and assigns, notwithstanding any contrary provision of law or equity, that this Agreement shall continue in full force and effect throughout its term.

2. Award Information.

Awarding Agency: City of Sheboygan
Subrecipient Name: Sheboygan County
Point of Contact: Matthew Strittmater
Address: 1011 N 8th Street, Sheboygan, WI 53081
Telephone: (920) 459-3213
Email: matthew.strittmater@sheboygancounty.com

Federal Awarding Agency: US Department of Treasury
CFDA #: 21.027 – Coronavirus State and Local Fiscal Recovery (CSLFRF)
Treasury Final Rule Eligibility Activity: 1: Public Health Mental Health Service *^ EC-1.12;
Previous EC-1.1
Period of Performance: August 1, 2023 to December 31, 2025
Amount of Award and Budget Not To Exceed: \$539,494

3. Project Description.

County, through its Health and Human Services Department (“HHSD”) will expand its mobile crisis contract to include the addition of two crisis workers who provide up to an additional 16 hours per day coverage of co-response in the community as well as up to 16 hours per day coverage of phone response within the dispatch center. HHSD expects the coverage times to be 8:00AM to 10:00PM which allows for some shift change overlap which is necessary in crisis work. This can also provide time for completion of paperwork and follow up responsibilities. Close proximity and exchange with police officers is necessary in order to develop trust between the two workers, and to facilitate open discussion on how their activities can help meet program goals. With this in mind, the crisis workers will partner directly with a law enforcement officer and they respond to calls as one unit. Understanding that this model may bring crisis workers to some calls that have no mental health element, and result in a police officer responding to a call that is solely a mobile crisis event, the community will benefit from the combined response, which will serve the purpose of relationship building, information sharing, and assist the leadership of the County and the City in keeping consistent goals. HHSD is also adding a crisis worker to be embedded within the Sheboygan County dispatch center. The purpose of this position is to monitor incoming calls to try and identify those calls that may be handled as a mobile crisis service call rather than an emergency service call. The program goals include reducing the amount of time law enforcement spends on mental health type calls, reducing emergency room visits for mental health needs and reducing Chapter 51 Emergency Detentions.

4. City Responsibilities. The City shall provide County with a total of \$539,494 by wire transfer with \$144,640 wired within thirty days of this Agreement’s execution; \$192,402 by January 31, 2024; and \$202,452 by January 31, 2025. The City shall include this obligation and expense in its regular reporting to the United States Treasury in accordance with the Treasury’s June 17, 2022 Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds.

5. County Responsibilities. The County shall only use the transferred funds in support of the Project and in compliance with 2 CFR Part 200, Subpart E Allowable Costs/Principles. County shall provide all data, information, and documentation as required by the City in order to facilitate accurate and complete reporting to the Treasury. This information may include: salaries, fringe and other benefits, training, travel, rent, phone, postage, supplies, technology/equipment, marketing, and indirect costs, as applicable to Subrecipient. All expenses must be itemized, and all Grant Funds must be accounted for. The County shall maintain records adequate to properly report on the project in accordance with SLFRF reporting guidance.
6. Schedule. County shall expend the funds no later than December 1, 2025. Any funds not expended by that time shall be returned to City by December 31, 2025.
7. Notices: Any notices required or permitted hereunder shall be given in writing and shall be delivered (a) in person, with proof of service (b) by U.S. mail or (c) by electronic mail, and such notices shall be addressed as follows:

City of Sheboygan Attn: Kaitlyn Krueger 828 Center Ave. Sheboygan, WI 53081 Kaitlyn.Krueger@sheboyganwi.gov	Sheboygan County Attn: Matthew Strittmater 1011 N 8 th Street Sheboygan, WI 53081 matthew.strittmater@sheboygancounty.com
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8. Uniform Administrative Requirements for ARPA Grants.
 - a. Financial Management and Accounting 2 C.F.R. §200.302. The parties acknowledge that they are bound to expend and account for ARPA grant funding in accordance with federal and state laws and that their respective financial management systems must be sufficient to permit the preparation of reports required by the U.S. Treasury.
 - b. Internal Controls 2 C.F.R. §200.303. The parties acknowledge that they are bound to:
 - i. Establish and maintain effective internal controls in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission;
 - ii. Comply with all applicable federal laws, regulations, and the terms and conditions of federal awards;
 - iii. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings;
 - iv. Take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or pass-through entity designates as sensitive or the non-Federal entity considers sensitive consistent with applicable Federal, State, local, and tribal laws regarding privacy and responsibility over confidentiality.
 - c. Program Income 2 C.F.R. §200.307. The parties acknowledge that they are encouraged to earn income to defray program costs where appropriate. In the event that program income is generated, the parties shall comply with 2 C.F.R. §200.307.

- d. Reporting. The parties acknowledge and agree to comply with all applicable reporting requirements as approved and documented under OMB PRA number OMB 1505-0271.
- e. Civil Rights Compliance. The parties agree to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.
- f. Americans with Disabilities Act. The parties agree to comply with the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 CFR 26.101-36.999 inclusive, and any relevant program-specific regulations.
- g. If either party expends \$750,000 or more in Federal awards during the fiscal year, such party agrees to
 - i. Comply with Title 2 of the Code of Federal Regulations (CFR) and any guidance in effect from the Office of Management and Budget (OMB) related (but not limited to) audit requirements for Subrecipients that expend \$750,000 or more in Federal awards during the Subrecipient's fiscal year;
 - ii. Have an annual audit prepared by an independent auditor in accordance with the terms and requirements pursuant to 2 CFR Part 200, subpart F.
- h. The parties certify that neither party nor their principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. This certification is made pursuant to regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67 §67.510, as published as pt. VII of May 26, 1988, Federal Register (pp. 19150-19211).
- i. Conflict of Interest. The parties agree to disclose any existing or potential conflicts of interest relative to the performance of services resulting from this award.
- j. Drug-Free Workplace. The parties shall provide a work environment in which the use of alcohol and illegal drugs will not be allowed.
- k. Anti-Lobbying. An organization receiving award funds through the City shall not use these funds for any activity related to the following:
 - i. Any attempt to influence the outcome of any federal, state, or local election, referendum, initiative, or similar procedure, through in-kind or cash contributions, endorsements, publicity, or a similar activity.

- ii. Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee or other organization established for the purpose of influencing the outcome of an election, referendum, initiative, or similar procedure.
- iii. Any attempt to influence:
 - 1. The introduction or formulation of federal, state, or local legislation; or
 - 2. The enactment or modification of any pending federal, state, or local legislation, through communication with any member or employee of Congress, the Wisconsin Legislature or a local governmental entity responsible for enacting local legislation, including, without limitation, efforts to influence State or local officials to engage in a similar lobbying activity, or through communication with any governmental official or employee in connection with a decision to sign or veto enrolled legislation.
- iv. Any attempt to influence the introduction, formulation, modification or enactment of a federal, state, or local rule, regulation, executive order or any other program, policy or position of the United States Government, the State of Wisconsin or a local governmental entity through communication with any officer or employee of the United States Government, the State of Wisconsin or a local governmental entity, including, without limitation, efforts to influence state or local officials to engage in a similar lobbying activity.
- v. Any attempt to influence:
 - 1. The introduction or formulation of federal, state, or local legislation;
 - 2. The enactment or modification of any pending federal, state, or local legislation; or
 - 3. The introduction, formulation, modification or enactment of a federal, state, or local rules, regulation, executive order, or any other program, policy, or position of the United States Government, the State of Wisconsin or a local governmental entity, by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign.

- 1. Incorporation of Required Clauses and Conditions. To the extent any applicable federal statute, regulation, or executive order requires any clause or condition to be included or incorporated into this Agreement between the parties, and that term or condition has not been expressly included or incorporated, it is included or incorporated by reference.

9. Supporting Documentation.

- a. Documentation of Expenses. Subrecipient must maintain source documentation of direct costs, such as invoices, receipts, cancelled checks, documentation of personnel expenses, and indirect cost rate agreements to support all expenditures of ARPA Grant funds. In addition, Subrecipient must maintain a list of all clients served, if applicable. Subrecipient must be able to demonstrate and document the actual cost of service provision. The amount billed to the

Grant cannot exceed the actual cost of providing the service. All information required to document expenses charged to the Grant must be made available to the City upon request and maintained for a period of at least three (3) years after the expiration of the Period of Performance or date of last payment, whichever occurs first.

- b. Documentation of Personnel Expenses. Charges to Federal awards for salaries and wages must be based on records that accurately reflect the work performed and meet the standards required in Code of Federal Regulations 2 C.F.R. Part 200.430(i). The records must support the distribution of employee's salaries and wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity. Budget estimates (i.e., estimates determined before the services are performed) alone do not qualify as support for charges to this Grant award. Records must reasonably reflect the total activity for which employees are compensated. Adequate documentation includes timesheets/time cards, payroll activity reports, and payroll rosters.
10. Reporting Requirements. Subrecipient must submit Financial Reports and Programmatic Reports quarterly by the 10th day of the following calendar quarter month end as detailed in the schedule below: The first report is due the first quarter following execution of this agreement unless otherwise indicated by the City.

Performance Period	Report Due Date
January 1 – March 31	April 10
April 1 – June 30	July 10
July 1 – September 30	October 10
October 1 – December 31	January 10
Final Report	60 days after all funds are exhausted but no later than March 31, 2025

- a. Financial Reports. Subrecipient must submit a Financial Report noting the following:
 - i. Subrecipient's name and address.
 - ii. Start and end dates of the report period.
 - iii. Hourly rate. Identify each employee or consultant whose time/activity is being billed to the Grant, the individual's title, and the hourly billing rate used to calculate reimbursement from the City for that individual's time/activity. Explain the method used for calculating hourly rates, e.g. whether benefits are included in the rate.
 - iv. Staff hours. Indicate for each employee the total number of hours being billed to the Grant cumulatively and for the quarter. For each individual whose work time will be reimbursed from the Grant, multiply the relevant hours by the relevant hourly rate (see item iii) and indicate the cumulative total and total for the quarter.
 - v. Budget vs. Actual Costs. Submit a detailed budget vs. actual report by budgetary line item for each quarter and cumulatively for the Grant period to date. At a minimum, the accounting must include the following as applicable: salaries, fringe and other benefits, training, travel, rent, phone, postage, supplies, technology/equipment,

marketing, and indirect costs. The accounting must itemize the expenditure of each dollar being billed to the Grant. Any deviation between the budgeted and actual costs must be explained in detail and approved by the City.


- vi. Supporting Documentation. Supporting documentation discussed in Section 9 of this agreement must be submitted quarterly with the financial report and reconcile to the expended amount for the quarter being reported.
 - vii. Required Certification. In accordance with Code of Federal Regulations 2 C.F.R. § 200.415(a), the quarterly report must include a certification, signed by an individual who is authorized to execute the certification on behalf of the Subrecipient, which reads as follows: “By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729 – 3730 and 3801 – 3812).”
- b. Programmatic Reports. The Subrecipient will submit a programmatic report that complies with requirements from the Treasury Final Rule for the eligible activity. The City and Subrecipient will seek to agree on the content and format for the report, but if unable to agree, Subrecipient will agree to the content and format for the report as determined by the City.
 - c. Final Report. A final report for the entire period of performance is due 60 days after the Subrecipient has completed all Grant activities that will be funded under the Grant, but not later than March 31, 2026. The Subrecipient must also submit with the final report a certification, signed by an individual who is authorized to execute the certification on behalf of the Subrecipient, which states that all applicable closeout activities required in Code of Federal Regulations 2 CFR § 200.343 have been completed.
 - i. Programmatic Report. The final report must cover all activity conducted under the Grant. The report must be not more than five (5) single-spaced letter-sized pages using a font size of no smaller than 12 or larger than 14. In the narrative report, Subrecipient must briefly summarize the outcomes of the activities that Subrecipient proposed in the Project Description. Additionally, Subrecipient should also include in this narrative report items such as problems encountered by the Subrecipient, items for which the Subrecipient needs additional guidance, and developments having a significant impact on the award supported activities, such as delays or adverse conditions which materially impair the ability to meet the objectives of the awards. The final report shall also describe any action taken or contemplated, and any assistance needed to resolve the situation.
 - ii. Financial Report. The Subrecipient must also submit final Budget vs. Actual report by budgetary line item consistent with the approved project budget. If there are any funds not expended, they must be returned to the City along with the final report.

11. General Conditions.

- a. Party Relationship. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating, or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services funded by the ARPA grant. City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance as the Subrecipient is an independent entity.
- b. Indemnification. Nothing contained within this agreement is intended to be a waiver or estoppel of the parties or their insurers to rely upon the limitations, defenses, and immunities contained within Wis. Stat. ss. 345.05 and 893.80. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established by Wisconsin law.
- c. Amendments. Either party may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release the parties from their obligations under this Agreement. The City may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both parties.
- d. Termination. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, reports, or other materials prepared by Subrecipient under this Agreement shall, at the option of the City, become the City’s property.
- e. Records and Retention. All Records, including any and all supporting documentation for invoices submitted to City, shall be retained by Subrecipient, and made available for review by City, the Auditor of the State of Wisconsin, the federal government and any of its departments and agencies, and any of their designees for a minimum of five (5) years after the Period of Performance. Notwithstanding the foregoing, if there is litigation, claims, audits, negotiations, or other actions that involve any of the Records pertaining to this Agreement, which commences prior to the expiration of the period of performance, such records shall be retained until the conclusion of such action. Subrecipient shall comply with the requirements for record retention and access to records specified in the applicable Code of Federal Regulations 24 C.F.R. §§ 214.315, 2 C.F.R. §§200.333- 200.337, and other applicable record retention requirements.
- f. Dispute Resolution. During performance of this Agreement, disagreements may arise between the Subrecipient and the City on various issues. The Parties shall initially attempt to resolve all claims, disagreements, or controversies arising under, out of, or in connection with this Agreement by conducting good faith negotiations amongst themselves. If the Parties hereto are unable to resolve the matter following good faith negotiations, the Parties reserve the right to pursue all legal and equitable remedies afforded to them by law.

IN WITNESS WHEREOF, City and Subrecipient, each by a duly authorized representative, have executed this Agreement as of the date set forth below.

CITY OF SHEBOYGAN

By: 

Ryan Sorenson, Mayor

By: 


Meredith DeBruin, City Clerk

SHEBOYGAN COUNTY

By:  1-8-24

Matthew Strittmater, Health and Human Services
Director

Approved as to Form

By:  9 Jan 2024

Charles Adams, City Attorney

Approved

By: 

Evan Grossen, Deputy Finance Director/Comptroller

THIS DOCUMENT AUTHORIZED BY AND IN ACCORDANCE WITH
RESOLUTION NO. 50-23-24 ADOPTED ON SEPTEMBER 18, 2023.