

GRANT AGREEMENT

Between the

**State of Wisconsin
Department of Corrections**

And

**Milwaukee County
Department of Health & Human Services**

THIS GRANT AGREEMENT is made and entered into by and between the Department of Corrections, State of Wisconsin ("Grantor") and Milwaukee County, a Wisconsin municipal corporation ("Grantee").

WHEREAS, the Legislature has provided that the Wisconsin State Building Commission ("Commission") may authorize funds ("Grant Program") to assist counties in establishing or constructing secured residential care centers for children and youth and attached juvenile detention facilities ("SRCCCY"); and

WHEREAS, pursuant to 2017 Act 185, as amended by 2019 Act 8, (the "Act") Grantee applied for a grant under the Grant Program to pay for costs of designing and constructing one of the following:

X A grant to pay 95 percent of the costs of designing and constructing a secured residential care center for children and youth.

A grant to pay 95 percent of the costs of designing and constructing a facility that houses both a secured residential care center for children and youth and a juvenile detention facility.

A grant to pay 100 percent of the costs of designing and constructing a secured residential care center for children and youth or any portion thereof that is intended primarily for the holding and treatment of female juveniles. ("Project"); and

WHEREAS, pursuant to the Act the juvenile justice grant committee developed and submitted to the Joint Committee on Finance ("JCF") a statewide plan recommending which county grant applications to approve ("Statewide Plan"); and

WHEREAS, on February 12, 2020 JCF approved the Statewide Plan; and

WHEREAS, on August 16, 2022 JCF amended the Statewide Plan to increase grant authorization for the Project.

WHEREAS, pursuant to the Act, Grantor awarded a grant to pay for costs of designing and constructing the Project to Grantee in an amount not to exceed 28,338,351 U.S. Dollars (\$28,338,351) ("Grant"); and

WHEREAS, the Commission, at its meeting on February 27, 2020, determined that Grantee has met all the conditions set forth by the Legislature and authorized Grantor to release funds to Grantee for the design and construction of the Project in the City of Wauwatosa, Milwaukee County, consistent with the County's SRCCY Application for Funding and plans referenced therein (the "Plans"), in an amount not to exceed \$28,338,351 from the appropriation account under section 20.866 (1) (u) of the statutes, as a grant to Grantee.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties hereto agree as follows:

Grantor shall make payments to Grantee in an amount not to exceed \$28,338,351, as reimbursement of design and construction expenses incurred by Grantee in connection with the Project. Grantor shall disburse the Grant as a series of payments based on requisitions (Form of requisition attached as Exhibit A). Grantee may submit requisitions to Grantor throughout the duration of the Project. Upon receipt of submitted requisitions, Grantor agrees to initiate review and process submitted requisitions within a reasonable amount of time. Grantor will coordinate with the State of Wisconsin Department of Administration on the verification of the requisition and the submission of payment to Grantee, which is generally expected to occur within forty-five (45) days. Grantor will notify the Grantee, in a timely manner, whenever, upon review of a requisition, the Grantor determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to Grantor.

1. The Project is located at 10201 W. Watertown Plank Rd. Wauwatosa, WI 53223 in Milwaukee County (the "Property"). The legal description of the Property on which the Project will be built is attached hereto as Exhibit B.
2. Other than payment of the Grant, the State of Wisconsin and its agencies, officers and employees will have no obligation regarding the facility designed and constructed as the Project under this Agreement ("Facility"). Therefore, Grantee hereby agrees to indemnify, hold harmless and defend Grantor and its agencies, officers and employees against any financial obligation or liability regarding the design and construction of the Facility, including, but not limited to, injury to any person or property or environmental hazards which may be incurred by Grantor in the design, construction, maintenance and management of the Facility. Grantee shall maintain full replacement cost insurance coverage for the Facility and upon loss or destruction of the Facility shall repair or rebuild the Facility (or install improvements acceptable to Grantor and Grantee at the time) within three (3) years from the date of loss or repay to Grantor the amount of the Grant. The form of replacement cost insurance coverage shall be reasonably satisfactory to the Grantor but may, at Grantee's sole option, include self insurance.
3. Pursuant to the Act and Article 8, section 7, sub. 2 of the State of Wisconsin Constitution, Grantee is required to enter into the Use Restriction Agreement attached as Exhibit C. Grantee hereby accepts, and agrees to encumber the Facility on the Property with, such Use Restriction Agreement consistent with the terms of such Use Restriction Agreement until such time that the person

charged with the administration of the Grant determines that the purpose of the Grant as set forth in the Act, as the same may be further amended from time to time, and consistent with the Plans, has been satisfied. The Use Restriction Agreement shall be of the nature and character and to the extent and on the terms and conditions set forth therein.

4. Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical conditions, developmental disability as defined in Section 51.01(5), Wisconsin Statutes, sexual orientation, or national origin. This provision shall include, but not be limited to, 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 shall take affirmative action to ensure equal employment opportunities. Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by Grantee setting forth the provisions of the nondiscrimination clause. An Affirmative Action Plan is required from any Grantee who receives an award from the Grantor in excess of Fifty Thousand (\$50,000.00) Dollars and who has a workforce of fifty (50) or more employees as of the Grant date. Grantee shall include these provisions in any subcontract associated with this Grant.
5. Grantee shall establish a record keeping system, which assures that Grantee is in compliance with this Agreement. The system shall provide a historic account of Agreement activities for examination and review by anyone authorized by the Grantor. Records must be maintained after final completion of construction of the Facility for a period of not less than three (3) years.

The minimum acceptable records for administrative purposes of this Agreement consist of invoices for reimbursable design and construction costs, materials and equipment and design and construction services and professional, architectural and engineering fees.

Grantee shall maintain sufficient segregation of accounting records for this Agreement separate from other agreements, projects and programs. Documents related to this Agreement shall be made available for review by Grantor during normal business hours. Grantor shall have access to all records related to this Agreement at any time during normal business hours, and shall have the right to examine, audit, excerpt, transcribe and copy at Grantee's business office any directly pertinent records, in whatever form, relating to this Agreement. If the material is on electronic media, Grantee shall provide copies in such form as may be requested by Grantor. This provision shall also apply in the event of termination of this Agreement.

6. If the Facility designed and constructed with Grant funds is not used for the purposes identified in the Act, as the same may be amended from time to time or as otherwise agreed between Grantor and Grantee, Grantor shall retain an ownership interest in the Facility equal to the amount of the Grant.

GRANTOR:

THE STATE OF WISCONSIN

By: _____

Name: _____

Title: _____

GRANTEE:

MILWAUKEE COUNTY

By: _____

Name: _____

Title: _____

EXHIBIT A

State of Wisconsin Department of Corrections
Christian (Chris) Wagner

To Whom It May Concern:

Requisition Date: _____ Requisition Number _____

Requisition of Design Construction Grant Funds
Milwaukee COUNTY

On behalf of Milwaukee County, a draw on available grant funds for the above project is hereby requested. The invoice(s), closing documents, or other materials evidencing payment of costs and expenses for which reimbursement is requested are listed and attached separately. This grant draw is to reimburse design and/or construction invoice(s) at the _____ paid by _____. The calculation of the amount of grant available and this draw is as follows:

1. Total Amount of Grant:	\$28,338,351
2. Total of Previous Grant Draws	0.00
3. Remaining Grant Available:	\$ _____
4. Total Costs/Expenses Submitted	\$0.00
5. Grant Draw (95% of Total Costs/Expenses)	\$0.00
6. Cumulative total of Grant Draws (line 2 plus line 5)	\$0.00
7. Remaining Grant Available (line 1 minus line 6)	\$ _____

On behalf of Milwaukee County, the undersigned, in his or her official capacity, but not individually, hereby certifies that the materials submitted with this letter are true and correct copies of documents evidencing payments due from Milwaukee County and the amounts requested for payment under this Requisition are due to _____.

Sincerely,

Milwaukee County

By: _____

Name: _____

Title: _____

EXHIBIT B
Legal Description of the Property

[Insert Legal Description]