NOTICE OF COMMITTEE MEETING

COMMITTEE: EXECUTIVE COMMITTEE

PLACE: COUNTY BOARD ROOM – SECOND FLOOR, ONEIDA COUNTY COURTHOUSE
ZOOM CALL-IN OPTION – 1-312-626-6799
Meeting ID: 845 2845 8812 Password: 275604

**** If you are having difficulties with zoom please call the County Clerk's Office at 715-369-6125. Zoom is being offered as a convenience for this meeting. If zoom functionality drops, the meeting will continue in-person at the location listed above.**

DATE: WEDNESDAY, JULY 15, 2026 **TIME:** 8:30 AM

The Executive Committee consists of a quorum of County Board Supervisors that also sit on the Planning and Development Committee, Public Works and Public Safety Committee, however, those committees will not take any formal action at this meeting. It is possible that a quorum of county board members will be at this meeting to gather information about a subject over which they have decision-making responsibility. This constitutes a meeting of the County Board pursuant to State ex rel Badke v. Greendale Village Board, Wis 2d 553, 494 n.w.2d 408 (1993), and must be noticed as such, although the County Board will not take any formal actions at this meeting. It is also possible that there may be quorums of other County Board Committees present, although those committees will not take any formal action at this meeting.

ALL AGENDA ITEMS ASSUMED TO BE DISCUSSION/DECISION ITEMS

AGENDA:

1. Call to order and Chairperson's announcements.
2. Approve agenda for todays meeting (order of agenda items at Chairperson's discretion).
3. Approve minutes of June 17, 2026
4. Public comment
5. PFAS Point of Contact / Committee
6. 2026 in Rem parcel summary
7. Request to Create Two LTE WI Home Energy Assistance Program Assistant Positions
8. Human Services Out-Of-Home Placement Budget
9. Bug Tussel Update
10. State and Local Cybersecurity Grant Program / Security Enhancement Grant Award
11. 2027 Health Insurance Plan Update
12. Paid Time Off Policies and allowable balances
13. Highway Finance Technician Overlap Training
14. Department Head Vacancy Updates
15. Public comment
16. Dates and items for future agenda/meetings
17. Adjourn

Notice of Posting Time 4:00 p.m. Date: 07/10/2026 Place: Courthouse Bulletin Board
Billy Fried, Chair Notice posted by: Tracy Hartman, County Clerk
Notice posted by chief presiding officer or his/her designee. Additional information on a specific agenda item may be obtained by contacting the person who posted this notice at 715-369-6125.

News Media Notified via Mail/Fax/Email: Time: 4:00 p.m. Date: 07/10/2026

Northwoods River News	The Lakeland Times	North Star Journal	WPEG
WJFW TV Channel 12	NRG Media	WYCE Radio	Sunlight Report
WRJO Radio	Tomahawk Leader	WXPR Radio	

Notice is hereby further given that pursuant to the Americans with Disabilities Act reasonable accommodations will be provided for qualified individuals with disabilities upon request. Please call Tracy Hartman at (715) 369-6125 with specific information on your request allowing adequate time to respond to your request.
==
See reverse side of this notice for compliance checklist with the Wisconsin Open Meeting Law.

GENERAL REQUIREMENTS:

1. Must be held in a location which is reasonably accessible to the public.

2. Must be open to all members of the public unless the law specifically provides otherwise.

NOTICE REQUIREMENTS:

1. In addition to any requirements set forth below, notice must also be in compliance with any other specific statute.

2. Chief presiding officer or his/her designee must give notice to the official newspaper and to any members of the news media likely to give notice to the public.

MANNER OF NOTICE:

Date, time, place and subject matter, including subject matter to be considered in a closed session, must be provided in a manner and form reasonably likely to apprise members of the public and news media.

TIME FOR NOTICE:

1. Normally, a minimum of 24 hours prior to the commencement of the meeting.

2. No less than 2 hours prior to the meeting if the presiding officer establishes there is good cause that such notice is impossible or impractical.

3. Separate notice for each meeting of the governmental body must be given.

EXEMPTIONS FOR COMMITTEES & SUBUNITS

Legally constituted sub-units of a parent governmental body may conduct a meeting during the recess or immediately after the lawful setting to act or deliberate upon the subject which was the subject of the meeting, provided the presiding officer publicly announces the time, place and subject matter of the sub-unit meeting in advance of the meeting of the parent governmental body.

PROCEDURE FOR GOING INTO CLOSED SESSION:

1. Motion must be made, seconded and carried by roll call majority vote and recorded in the minutes.

2. If motion is carried, chief presiding officer must advise those attending the meeting of the nature of the business to be conducted in the closed session, and the specific statutory exemption under which the closed session is authorized.

SYNOPSIS OF STATUTORY EXEMPTIONS UNDER WHICH CLOSED SESSIONS ARE PERMITTED:

1. Concerning a case which was the subject of a Judicial or quasi-judicial trial before this governmental body Sec. 19.85(1)(a)

2. Considering dismissal, demotion or discipline of any public employee or the investigation of charges against such person and the taking of formal action on any such matter; provided that the person is given actual notice of any evidentiary hearing which may be held prior to final action being taken and of any meeting at which final action is taken. The person under consideration must be advised of his/her right that the evidentiary hearing be held in open session and the notice of the meeting must state the same. Sec. 19.85(1)(b).

3. Considering employment, promotion, compensation or performance evaluation data of any public employee over which this body has jurisdiction or responsibility. Sec.19.85(1)(c).

4. Considering strategy for crime detection or prevention. Sec. 19.85(1)(d).

5. Deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business whenever competitive or bargaining reasons require a closed session. Sec. 19.85(1)(e).

6. Considering financial, medical, social or personal histories or disciplinary data of specific person, preliminary consideration of specific personnel problems or the investigation of specific charges, which, if discussed in public, would likely have a substantial adverse effect on the reputation of the person referred to in such data. Sec.19.85(1)(f), except where paragraph 2 applies.

7. Conferring with legal counsel concerning strategy to be adopted by the governmental body with respect to litigation in which it is or is likely to become involved. Sec. 19.85(1)(g).

8. Considering a request for advice from any applicable ethics board. Sec. 19.85(1)(h).

PLEASE REFER TO CURRENT STATUTE SECTION 19.85 FOR FULL TEXT

CLOSED SESSION RESTRICTIONS:

1. Must convene in open session before going into closed session.

2. May not convene in open session, then convene in closed session and thereafter reconvene in open session within twelve hours unless proper notice of this sequence was given at the same time and in the same manner as the original open meeting.

3. Final approval or ratification of a collective bargaining agreement may not be given in closed session.

4. No business may be taken up at any closed session except that which relates to matters contained in the chief presiding officer's announcement of the closed session.

5. In order for a meeting to be closed under Section 19.85(1)(f) at least one committee member would have to have actual knowledge of information which he or she reasonably believes would be likely to have a substantial adverse effect upon the reputation involved and there must be a probability that such information would be divulged. Thereafter, only that portion of the meeting where such information would be discussed can be closed. The balance of that agenda item must be held in open session.

BALLOTS, VOTES AND RECORDS:

1. Secret ballot is not permitted except for the election of officers of the body or unless otherwise permitted by specific statutes.

2. Except as permitted above, any member may require that the vote of each member be ascertained and recorded.

3. Motions and roll call votes must be preserved in the record and be available for public inspection.

USE OF RECORDING EQUIPMENT:

The meeting may be recorded, filmed, or photographed, provided that it does not interfere with the conduct of the meeting or the rights of the participants.

LEGAL INTERPRETATION:

1. The Wisconsin Attorney General will give advice concerning the applicability or clarification of the Open Meeting Law upon request.

2. The municipal attorney will give advice concerning the applicability or clarification of the Open Meeting Law upon request.

PENALTY:

Upon conviction, any member of a governmental body who knowingly attends a meeting held in violation of Subchapter IV, Chapter 19, Wisconsin Statutes, or who otherwise violates the said law shall be subject to forfeiture of not less than $25.00 nor more than $300.00 for each violation.

Prepared by Oneida County Corporation Counsel Office - 5/16/96

Agenda

EXECUTIVE COMMITTEE
JUNE 17, 2026
MINUTES

Committee members present: Chairman Billy Fried; Debbie Condado; Michael Tautges; Dan Hess, Russ Fisher, Scott Holewinski, Ted Cushing.

Call to order: Chairman Fried called the meeting to order at 8:30 a.m. in the County Board Room of the Oneida County Courthouse. The meeting has been properly posted and mailed in accordance with the Wisconsin Open Meeting law and the facility is handicap accessible.

Approve Agenda:
Motion/Second: Tautges/Condado to approve today's Agenda with the order of items at the Chair's discretion. All "Aye"; Motion passes.

Approve Minutes of June 3, 2026:
Motion/Second: Cushing/Hess to approve the Minutes of the June 3, 2026 Meeting. All "Aye"; Motion passes.

Public comment: None

Monthly reports (including invoices paid, budget to actual) and department updates:

a. Finance – Administrative Coordinator/County Clerk Tracy Hartman reported that Smigielski put the reports together that are in the packet. Fried noted that the new Finance Director will be starting July 20th.
b. ITS – IT Director Jason Rhodes presented his report. Rhodes stated that they are currently waiting on hardware. Rhodes stated that they are working with Bug Tussel and moving forward with that project. Rhodes explained that the lines that are placed between County Facilities will be able to be used by the County for the next 30 years. Rhodes explained that Bug Tussel will test the connections when it is completed. Rhodes reported that the Human Service Center migration is still ongoing. Discussion regarding transitioning to Office 365. Discussion regarding an outdoor vending machine/pick-up box at Public Health. Rhodes presented the remaining projects.
c. LRES – Human Resource Director Jenni Lueneburg presented her monthly update. Lueneburg stated that LRES used to do yearly in-service for employees. Lueneburg reported that they intend to resume holding in-service but also to keep it budget-friendly. Lueneburg presented an update regarding employee hires, promotions and changes. Discussion regarding the in-service. Lueneburg presented the remainder of her report.
d. Treasurer – There were no reports submitted.
e. County Clerk – Hartman presented her 2027 staffing renewal request for LTE positions for the Clerk's Office. Hartman explained that her request is for LTE workers for the Board of Canvass.

Motion/Second: Cushing/Condado to approve the request for LTE Positions for the Clerk's Office as presented and forward it on to the Budget Hearing. All "Aye"; Motion passes.

Public comment: None

Dates and items for future agenda/meetings:
It is anticipated that the next meeting will be July 15, 2026 at 8:30 a.m.

Agenda

Closed Session - It is anticipated that a motion will be made, seconded, and approved by roll call vote to enter into closed session pursuant Section 19.85(1) (c), Wisconsin Stats., "considering employment, promotion, compensation or performance evaluation data of any public employee over which this body has jurisdiction or responsibility" (Topic: Tech Support PTO at Hire and Performance Evaluation review for IT Director). A roll call vote will be taken to go into closed session and it is anticipated that the Committee will return to open session by roll call vote to consider the remainder of the meeting agenda.

Announcement of action taken in closed session, or take action based on closed session (NOTE: If the announcement of action taken in closed session would compromise the need for the closed session, the action taken will not be announced. Any action taken in closed session may be announced when the need for the closed session has passed).
Motion/Second: Holewinski/Condado to go into Closed Session at 9:38 a.m.
Roll Call Vote: Holewinski, Aye; Fried, Aye; Condado Aye; Hess, Aye; Cushing, Aye; Tautges, Aye; Fisher, Aye
Motion: Passes

Motion/Second: Cushing/Hess to return to Open Session at 11:40 a.m.
Roll Call Vote: Holewinski, Aye; Fried, Aye; Condado, Aye; Hess, Aye; Cushing, Aye; Tautges, Aye; Fisher, Aye
Motion: Passes

Announcement: Chairman Fried announced that while in closed session no Motions were made and no action was taken.

Motion/Second: Hess/Cushing to approve the Tech Support accruing step two PTO at hire and if the employee leaves prior to one year, PTO will not be paid out. All "Aye"; Motion passes.

ADJOURNMENT:
Chairman Fried adjourned the meeting at 11:44 a.m.

Agenda

2026 Summary of parcels remaining in Rem Case No. 25GF950

Notes:

- Delinquent Notices sent June 2025 via regular mail labeled Last notice before foreclosure.
- Delinquent Notices sent September 2025 via regular mail to notify of the Foreclosure proceedings; assessing Foreclosure Fee and Last Date of Redemption.
- Publication in November and again in March per statute.
- Certified mailings sent to mortgage holders & owners on November 2025
  - Letters mailed to all remaining owners March 2026; Delinquent notice with date to pay to avoid publication and upcoming Environmental search.
  - Letter mailed to remaing parcels, May 2026 notice of court date.
  - Letters left by MSA during TSA screening containing personal property release.
- We consider all correspondence to be received unless noted otherwise.
- Total O/S figure are the tax amounts due on the parcel. Included is tax, interest, penalty, and fees AS OF June 30, 2026, Additional 1.5% each month interest/penalty, and $85.00 for any extra sheriff service may be added as well.
- Sheriff's Service on any parcel with a structure to occur prior to Court date.
- Court date is set for August 10, 2026

Meeting:

Treasurer, Tara Ostermann, Land Information Director, Sara Chiamulera, Geospatial Administrator, Randy Boehlert, GAL, and Corporation Counsel, met to discuss the following properties. Group recommendations listed in space provided below the description of the properties.

Agenda

Parcel# CA-163-8

Owner(s): RONALD COLLINS

Type: RESIDENTIAL BUILDINGS/ NO SEPTIC,C 4 ACRES

Property Address: 9703 JACKSON HTS

Fair Market Value: $84,800

Total O/S: $3890.64

Mailing Results: ASSUMED RECEIVED

Mortgage: N/A Liens: N/A

RECOMMEND: Request sheriff visit; proceed with foreclosure

Parcel CR-83-3

Owner(s): SANDRA DREWS, LANA HUGHES ETAL (6 OWNERS)

Fair Market Value: $200.00

Total O/S $549.65

Type: GAP REMNANT

Property Address:

Mailing Results: ASSUMED RECEIVED

Mortgage: N/A Liens: N/A

RECOMMEND: Proceed with foreclosure

Parcel LT-875

Owner(s): JAMES L DAVIS SR

Type: VACANT, WOODED, BOAT & TRAILER AT TIME OF TSA. LOT 25 150' X 216.33'

Fair Market Value: $14,700

Total O/S: $1475.69

Property Address: NORTH OF 7233 EVERGREEN CT IN LAKE TOMAHAWK

Mailing Results: ADDRESS UNKNOWN

Mortgage: N/A Liens: N/A

RECOMMEND: **Proceed with foreclosure**

Agenda

Parcel MI-1997-3

Owner(s): AUGUST AHLBORN

Type: GAP REMNANT VACANT, WOODED, HUNTING STAND 2.53 ACRESNE-0

Fair Market Value: $16,900 Total O/S: $1652.71

Property Address: EAST OF 12621 YUKON TRAIL, MINOCQUA

Mailing Results: ADDRESS UNKNOWN

Mortgage: N/A Liens: N/A

RECOMMEND: Proceed with foreclosure

Parcel NE-259-10

Owner(s): KYLEE J WONDERS

Type: POSSIBLE RESIDENCE, CONSIDERABLE CLEANUP 1.65 ACRES

Fair Market Value: $353,000

Total O/S: $26,796.48

Property Address: 6089 RED PINE DR

Mailing Results: UNCLAIMED BUT ASSUMED RECEIVED

Mortgage: N/A Liens: N/A

Request sheriff visit; proceed with foreclosure

THIS PARCEL IS REPEAT FROM LAST YEAR. BANKRUPTCY CLAIMED WAS NEVER CONFIRMED. PUBLIC HEALTH HAS POSTED UNINHABITAL.

Parcel NE-328

Owner(s): GEORGE MCCAULEY

Type: PRIVATE ROAD

Fair Market Value: $1800

Total O/S: $594.21

Property Address:

Mailing Results: ADDRESS UNKNOWN

Mortgage: Liens:

RECOMMEND: Pull from foreclosure, it’s a private road that was missed in setting up.

Agenda

Parcel PE-533-6

Owner(s): JUDY MAIN LIVING TR

Type: POSSIBLE RESIDENCE, TSA DID NOT VISIT PER SHERIFF RECOMMENDATION 1 ACRE

Fair Market Value: $58,600

Total O/S: $4558.21

Property Address: 2920 DAM RD

Mailing Results: ASSUMED RECEIVED

Mortgage: N/A Liens: N/A

RECOMMEND: Request sheriff visit; proceed with foreclosure

Parcel SC-479-4

Owner(s): SHARON FRANCIS BELLOMY

Type: GAP REMNANT, VACANT, WOODED 1.76 ACRES

Fair Market Value: $2100

Total O/S: $1093.01

Property Address: EAST OF 1005 CATO ST, PELICAN LAKE

Mailing Results: ASSUMED RECEIVED

Mortgage: N/A Liens: N/A

RECOMMEND: Proceed with foreclosure, but will need to be held for survey issues

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Parcel WR-1427

Owner(s): KENNETH LUCAS

Type: POSSIBLE RESIDENCE, DEBRIS, DILAPITATED SHEDS, LOT 3 150'X 249.94'

Fair Market Value: $31,500

Total O/S: $3400.40

Property Address: 7345 S FRONTIER CIR

Mailing Results: MAIL BEING RETURNED NO RECEPTACLE, NO FORWARD ADDRESS

Mortgage: YES, NOTIFIED ATTY Liens: N/A

RECOMMEND: Request sheriff visit; proceed with foreclosure

Agenda

ONEIDA COUNTY HUMAN SERVICES

Better Together

Energy Assistance Program Administration

Definition:

The Wisconsin Home Energy Assistance Program (WHEAP) administers the federally funded Low Income Home Energy Assistance Program (LIHEAP) and Public Benefits Energy Assistance Program. The program has previously been administered through the Economic Support unit within the Human Services for Oneida County residents. The program year runs from October through September.

The Wisconsin Home Energy Assistance Program (WHEAP) is designed to assist low income households with the cost of heating their home. Public Benefit funds are used to assist with non-heat electric costs. In addition to regular heating and electric assistance, specialized services include:

Emergency fuel assistance Referral for weatherization assessment

Water conservation program Targeted outreach services

Emergency furnace repair and replacement (referral to weatherization agency).

Air conditioning repair and replacement (referral to weatherization agency).

See link below for additional information on WHEAP:
https://energyandhousing.wi.gov/Pages/AgencyResources/energy-assistance.aspx

Current Issues: The Economic Support (ES) unit is experiencing a high workload due to economy, policy changes, and consortium turn over. Due to these issues the Department intends to move supervision of the program from Economic Support to Financial Services Unit and staff the positions with Limited Term Employees.

The Department is requesting approval for two LTE positions at 700 hours each for 2026. This position would be placed into a Grade F category on the LTE wage scale, with a starting wage of $18.73. This would be a total cost of $28,774 for both positions in 2026. These costs would be 100% funded by State Funding.

A separate request will be made for 2027 LTE positions. Both would start in August of this year as part time employees. They would attend training and orientation for the program and begin work on early applications. The program officially begins October 1st 2026, the hours will increase until March when applications drop off. The LTE staff would be funded by Department of Administration, Division of Energy, Housing and Community Resources dollars and would be no cost to county tax levy.

Approved by Human Service Committee 06/15/2026

Agenda

LTE Energy Assistance Costing

POSITION	2026 SALARIES	FICA	WORKERS COMP	TOTAL
Grade F, Step 1, 700 Hours	$ 13,111.00	$ 1,002.99	$ 272.71	$ 14,386.70
Grade F, Step 1, 700 Hours	$ 13,111.00	$ 1,002.99	$ 272.71	$ 14,386.70
Total	**$ 26,222.00**	**$ 2,005.98**	**$ 545.42**	**$ 28,773.40**

*Both positions would be covered by state funding

Agenda

Tax Levy to Administer Energy Assistance

	2020	2021	2022	2023	2024	2025	2026
State Aid	$ 91,288.69	$ 90,897.78	$ 90,999.95	$ 87,235.23	$ 87,464.10	$ 113,174.37	$ 135,269.00
Expenses	$ 88,969.00	$ 89,284.67	$ 77,700.69	$ 87,454.62	$ 74,472.98	$ 97,418.20	$ 124,458.00
(Surplus) or Deficit*	$ (2,319.69)	$ (1,613.11)	$ (13,299.26)	**$ 219.39**	$ (12,991.12)	$ (15,756.17)	$ (10,811.00)
Indirect costs billed	$ 4,568.00	$ 15,169.00	$ 21,281.00	$ 24,409.00	$ 13,808.00	$ 18,535.00	$ 19,200.00

***Deficits require County Tax Levy**

***Indirect Costs are not included in our General Ledger accounting. They come from the county's indirect cost plan. By submitting them to our funding sources we are able to draw down additional funding if available.**

Agenda

DA: July 9, 2026
TO: Executive Committee
FR: Robb W Jensen-Human Services Committee Chair
RE: Human Services Out of Home Placements

The Human Services Committee is seeking guidance on budgeting for 2027 Out of Home Placement costs. Historically, Oneida County's end of year fund balance has been sufficient to offset the Human Services out of home placement deficit. Whether or not future budgets will continue to provide funds remains to be seen. A 10-year Out of Home Placement summary has been prepared to provide the County a reliable historical record for future budget development (Reference Supporting Documentation Charts and Graphs.)

The budgeted versus actual expenditure deficit has increased significantly for the 10-year period from 2017 through 2026. While the average number of out of home placements has remained constant. (Reference chart below.)

Human Services Out-of-Home Placements

	Budgeted Ave	Actual Ave	Surplus/Deficit	Children
2024-26 (Year Ave	$950,631	$ 2,370,169	$ (1,419,538)	70.0
2022-26 5 Year Ave	$954,631	$ 1,888,335	$ (933,704)	69.4
10 Year Ave 2017-26	$932,654	$ 1,415,080	$ (482,426)	70.3

The 10-Year Out of Home Group Home, Foster Care, and Correctional placements have remained fairly constant while Residential Care placements have increased in 2024 and 2025 (Reference Page 5.) However, the Correctional Placement costs have risen significantly. The more costly out of home placements are not directly under the control of Human Services Department staff.

Human Services Department staff understand the challenges associated with out of home placement costs and providing families with support and services to reduce costly placements and promote family stability. Please review the attached "Current Efforts to Reduce or Prevent Out of Home Placements."

In closing, we look forward to meeting with the Executive Committee in planning for the 2027 budget.

Agenda

Current efforts to reduce or prevent out of home placements

Out of home placements are influenced by a range of factors. Although each case is unique, often multiple contributing circumstances play a role. Some of the most common factors include financial hardship, housing instability, unemployment or underemployment, substance use, mental health challenges, and limited access to services. Providing families with support and services in these areas can prevent unnecessary placements and promote family stability. To that end below are efforts that the Department has engaged in in the last year.

1. Weekly out-of-home care meetings on Monday mornings at the Timber Drive building. Workers from both the Courthouse and Timber Drive submit names of youth or families that are at risk of out-of-home placement or care plans that need to be developed to return children home. Over the last year, this has significantly improved communication and case planning for youth. Supports and services have been identified to prevent out-of-home placement or reduce the time youth spend in placement.

2. Historically, the majority of out-of-home placements are from Rhinelander School District. Child Protective Service (CPS), Children's Long Term Support (CLTS) and Comprehensive Community Service (CCS) workers and Managers meet with district staff monthly to staff cases and work together to understand issues affecting the families we serve. The goal is to prevent issues from escalating and develop education supports prior to youth returning from an out-of-home care placement.

3. Community Recovery Services (CRS) is expanding in 2026/2027. This benefit/service is Medicaid funded. CRS clients work to improve their quality of life and increase their independent living skills. There are multiple facets to this benefit/service however; Oneida County Human Services utilizes the Community Living Supportive Services (CLSS) for individuals residing in a Community Based Residential Facility (CBRF) to assist those individuals in returning to their community more quickly and/or continuing to improve their independent living skills while living in the CBRF. This benefit has the potential to pay for the services rendered by the community based residential group home while the individual pays for their Room and Board as able. CRS is a voluntary benefit/service to individuals enrolled in a case management program, it is Medicaid funded, and an individual needs to be found functionally eligible to qualify for the benefit/service.

4. Oneida County Human Services requested opioid dollars to fund a grant writer in 2026 to apply for the Treatment and Diversion (TAD) Grant for 2027. If the Department is awarded the grant, it will fund Diversion and Treatment Court services for Oneida County. Treatment Courts and Diversion programs offer individuals the opportunity to access the rehabilitative services they need to avoid prolonged involvement with the criminal justice system. There are also the societal benefits of the preservation of families who are no longer involved with the child welfare or criminal justice systems.

5. Child Welfare Concerns (CWC) are reports received by the Department that do not meet the criteria for a child abuse and neglect investigation. The Department handles the reported concerns under a CWC with the goal of offering a continuum of services designed to ensure that families have the necessary support to care for their children successfully in their home. This type of intervention is preventative and designed to assess current strengths and weaknesses within the family unit and assist the family in obtaining needed services, supports and resources to ensure the children and family's needs are met. These services are preventative as the intention is to avoid further CPS intervention under a child abuse and neglect investigation and possible out-of-home placement.

6. CW Solutions rents space from Oneida County Human Services at the Courthouse location. CW Solutions is a private human service agency who provides programming in sole operation or partnership with other organizations. Workers focus on FoodShare, Employment and Training (FSET). Having this program available in-house allows for increased communication with workers and immediate referrals. They provide:
   - Employment & training program for FoodShare members, 16 years or older
   - Case management to help customers obtain and maintain employment
     Examples of activities include employment search, job readiness activities, education, soft & technical skills training, work experience
   - Support Services available for FSET activity completion include transportation, interview and work clothing, training costs, job retention support

7. The Department requested opioid funding to assist with creating two additional Behavioral Health Therapist positions. In addition to providing therapy, these positions play a key role in care coordination, warm hand-offs, and referrals to community-based services, including Medication-Assisted Treatment (MAT), peer recovery coaching, recovery support services, and other behavioral health and social service resources. A key focus of this position is to develop treatment or individual service plans; help empower individuals and families with the skills and resources necessary to address mental health/substance use disorder (SUD) issues and concerns; respond appropriately to crises; and improve overall client/family functions. Therapists will work closely with clients within the Comprehensive Community Services Program and the Community Support Program to provide therapy and support.

On a state/regional level

1. Monthly CPS Supervisor calls and Regional meetings quarterly to discuss services and placement options for high needs youth.

2. The agency participated in the First Placement Project. This was a statewide initiative to explore child welfare practices aimed at increasing initial placement with relatives and like-kin when children enter out-of-home care. With the Project, agencies who participate choose a practice to implement for 12-months from January through December 2026. Our Agency chose to implement a two-person response where a second staff person helps the assigned worker with family identification and engagement tasks at the point of Temporary Physical Custody (TPC). The goal with this practice is also to identify and implement supports to the caregiver. This practice will help the Agency identify safe relatives, improve family engagement, and avoid costly emergency or foster care placements. By increasing immediate relative and like-kin placements and reducing placement disruptions with supportive measures, agencies can significantly lower out-of-home care costs while improving outcomes for children. It is shown that placing children with relatives and like-kin further increases children's stability and it has shown to result in faster reunification or permanency for children and youth, which in turn also reduces the overall system costs.

3. The Department received the Act 260 Foster Care Grant for fiscal year 2026 and again for fiscal year 2027. These funds help support and retain relative, like-kin and foster families. The funding is used to provide concrete supports to these caregivers so they can successfully care for and meet the needs of the children placed in their home. This prevents higher costs of out-of-home care by reducing the need for residential and treatment level foster care for these children and youth. Concrete supports provided to the caregivers include additional financial support through gas cards, gift cards to places such as Wal-Mart, childcare costs and other sports or activities fees for children and youth. The funding also helps pay for other care items such as beds, bedding, clothing for the children and youth, car seats and child safety mechanisms within the home such as child safety gates, cabinet locks and doorknob covers.

4. Targeted Safety Support Funding (TSSF) is funding received from the state. It serves families when children are unsafe and at risk of removal from their home. The funding provides support and resources to build on family strengths with the primary goal to keep families together by: increasing parental protective capacities, decreasing out-of-home placements, helping families develop formal and informal supports, reducing maltreatment to children, and supporting reunification planning to prevent re-entry into

out-of-home care. Financial hardship and housing deficits are a couple of the biggest stressors for families in our community. TSSF is often used by the Department to help families pay for rent and security deposits, pay for hotel stays for families facing eviction and homelessness and provide transportation resources to parents so they can obtain and maintain employment. TSSF also helps mitigate immediate safety concerns within the home environment and the Department often utilizes the funding to pay for cleaning services, cleaning supplies and dumpsters so families can improve the condition and sanitation of their home as well as provide child safety mechanisms within the home such as child safety gates, cabinet locks, and doorknob covers.

Agenda

Human Services Out of Home Placements
Supporting Documentation: Charts and Graphs

Out-of-Home Placement: 2017-2026

Year	Budgeted	Actual	Surplus/Deficit	Children
2026	$ 950,631	$ 2,381,845	$ (1,431,214)	62
2025	$ 950,631	$ 3,030,827	$ (2,080,196)	74
2024	$ 950,631	$ 1,697,834	$ (747,203)	75
2023	$ 960,631	$ 852,102	$ 108,529	57
2022	$ 960,631	$ 1,479,068	$ (518,437)	79
2021	$ 1,020,222	$ 1,059,891	$ (39,669)	80
2020	$ 1,020,222	$ 1,128,675	$ (108,453)	79
2019	$ 802,032	$ 1,009,629	$ (207,597)	66
2018	$ 789,020	$ 984,553	$ (195,533)	73
2017	$ 921,889	$ 526,376	$ 395,513	55

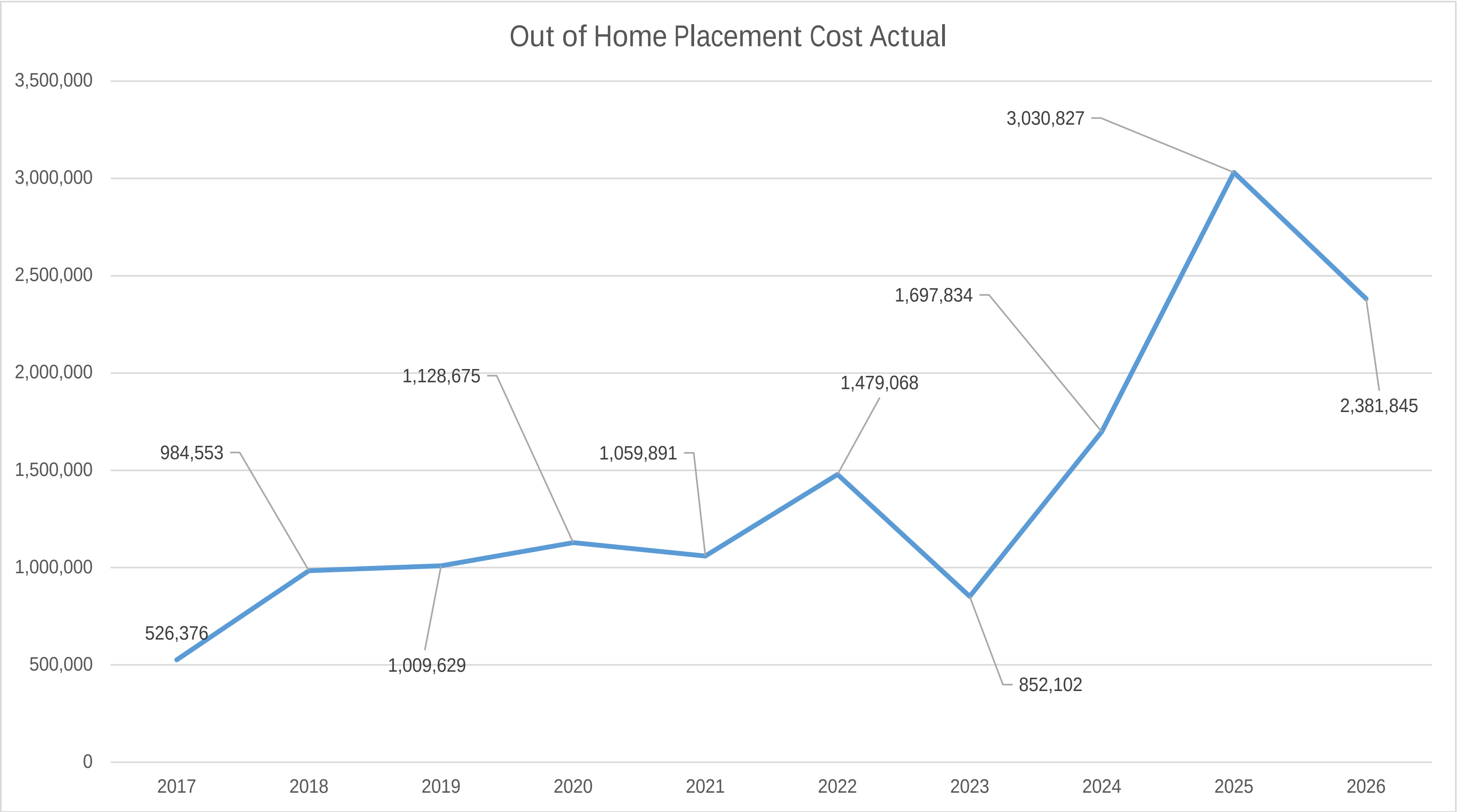
10-year average spent in Out of Home Care is $1,415,080.

5-year average spent in Out of Home Care is $1,888,335.

3-year average spent in Out of Home Care is $2,370,169.

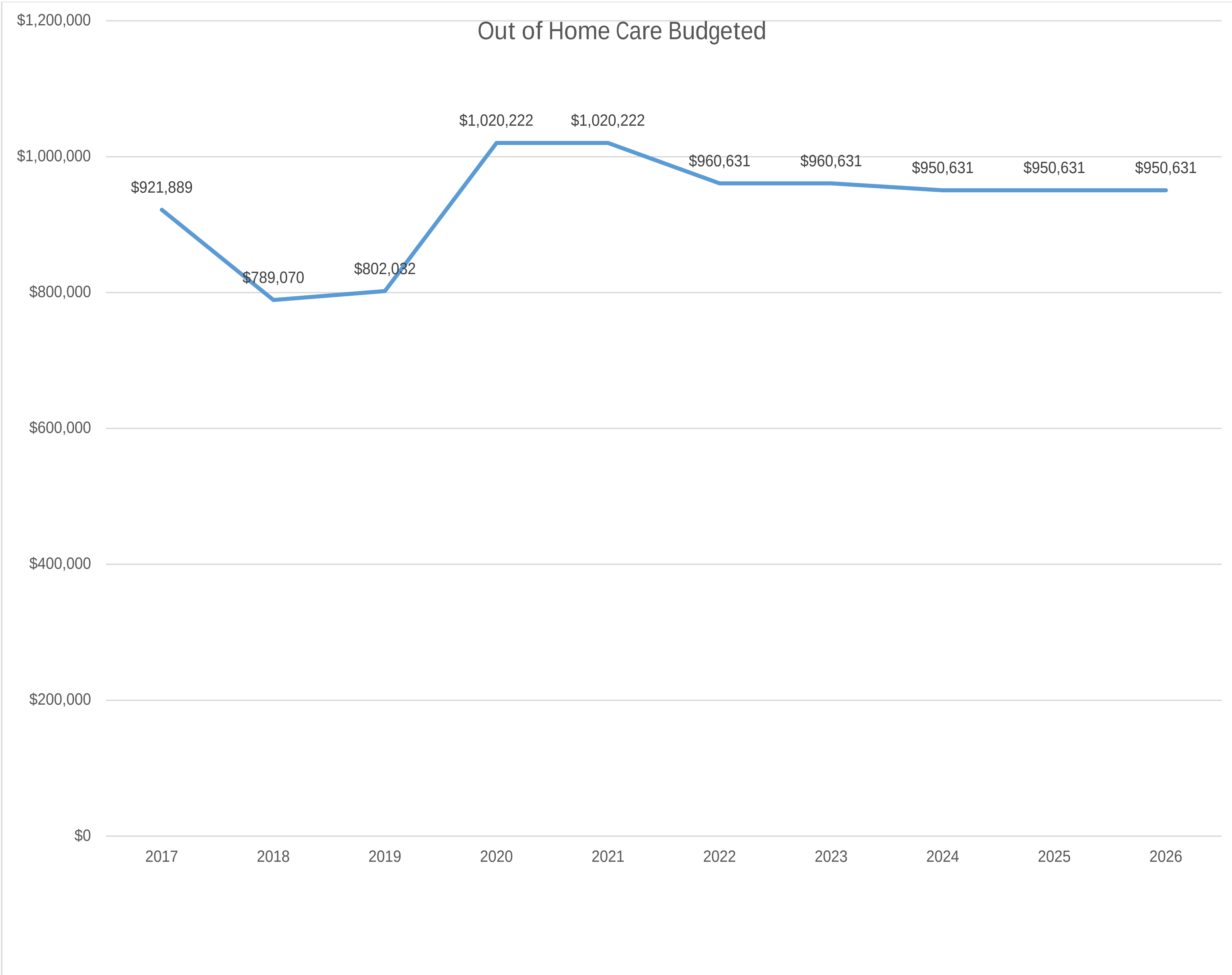
Human Services current 2026 budget is $950,631.

Agenda



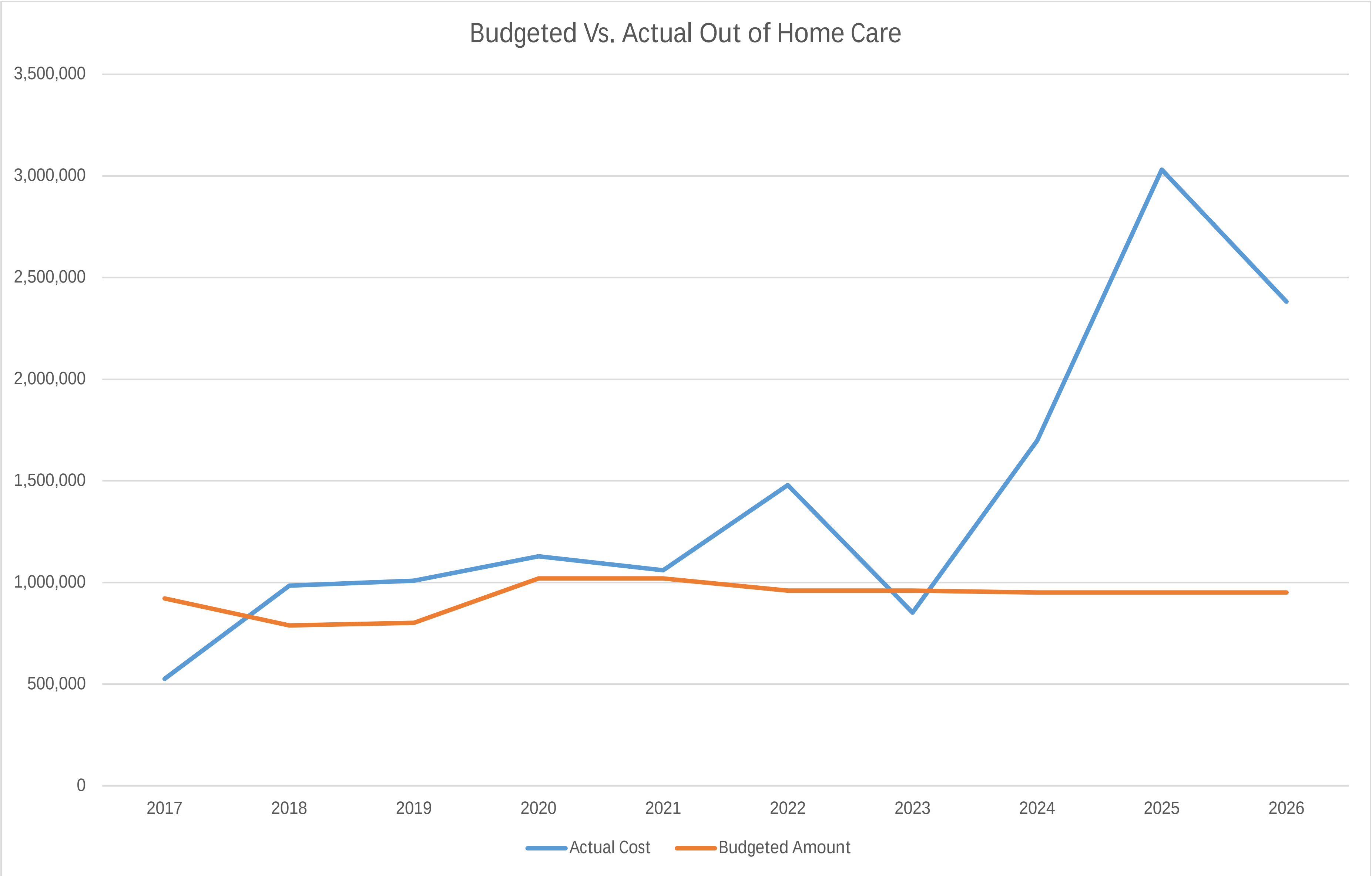
Out of Home Placement Cost Actual
3,500,000
3,000,000
2,500,000
2,000,000
1,500,000
1,000,000
500,000
0
526,376
984,553
1,009,629
1,128,675
1,059,891
1,479,068
852,102
1,697,834
3,030,827
2,381,845
2017
2018
2019
2020
2021
2022
2023
2024
2025
2026

Agenda



Out of Home Care Budgeted
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
$200,000
$0
$921,889
$789,070
$802,032
$1,020,222
$1,020,222
$960,631
$960,631
$950,631
$950,631
$950,631
2017
2018
2019
2020
2021
2022
2023
2024
2025
2026

Agenda

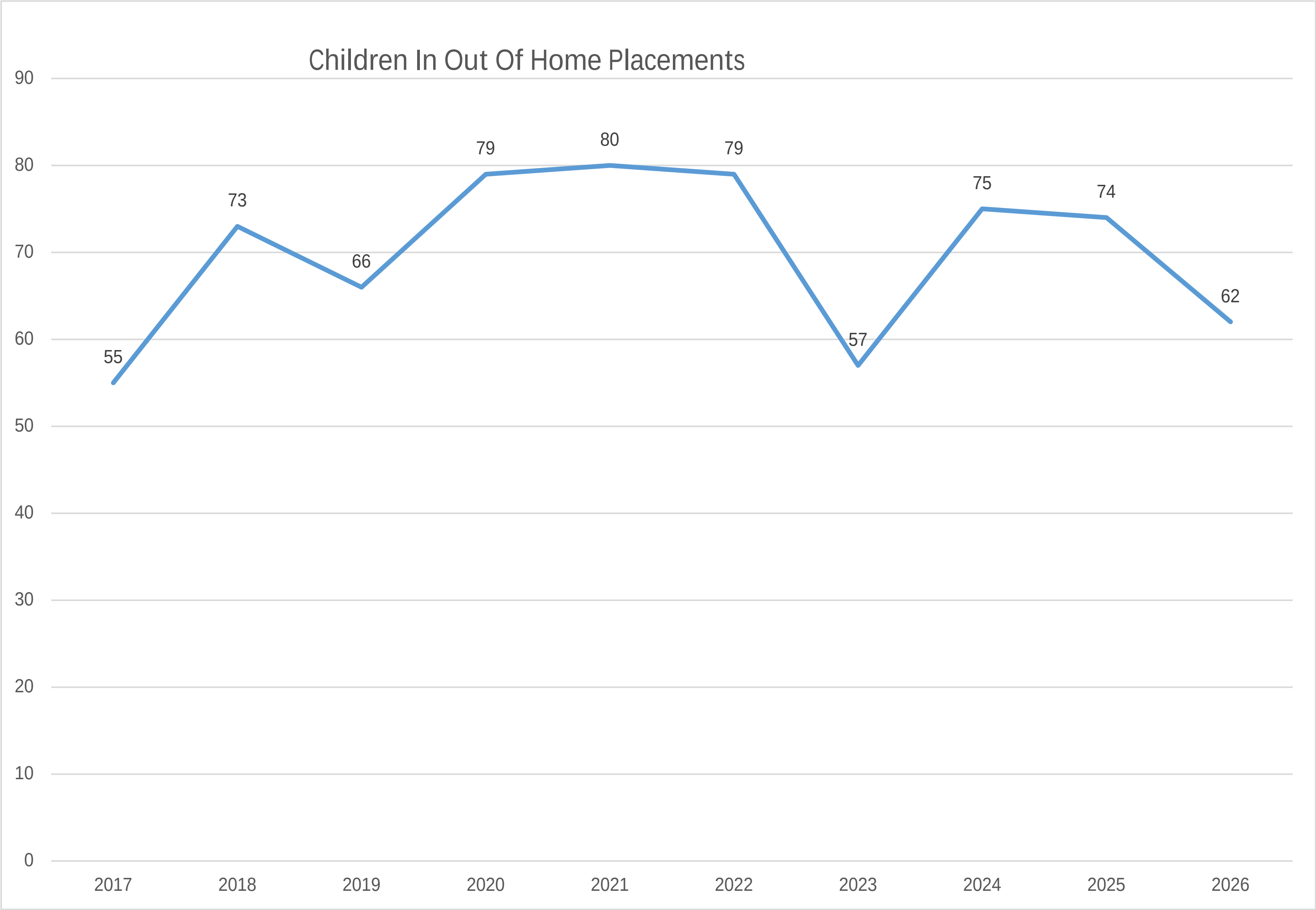

Budgeted Vs. Actual Out of Home Care
3,500,000
3,000,000
2,500,000
2,000,000
1,500,000
1,000,000
500,000
0
2017
2018
2019
2020
2021
2022
2023
2024
2025
2026
Actual Cost
Budgeted Amount

Agenda

Human Services
Out-of-Home Placement: 2017-2026

Year	Children	Group Home	Foster Care	Residential Care	Correctional Placements
2026	63	4	50	8	1
2025	74	3	56	13	2
2024	75	2	54	17	2
2023	57	1	52	4	0
2022	79	1	68	8	2
2021	80	1	70	9	0
2020	79	0	69	8	2
2019	66	0	52	12	2
2018	73	0	59	12	2
2017	55	0	49	5	1

Agenda



Children In Out Of Home Placements
90
80
70
60
50
40
30
20
10
0
55
73
66
79
80
79
57
75
74
62
2017
2018
2019
2020
2021
2022
2023
2024
2025
2026

Agenda

STATE OF WISCONSIN
DEPARTMENT OF MILITARY AFFAIRS
DIVISION OF EMERGENCY MANAGEMENT

Phone: 608-242-3000
P.O. Box 7865 · Madison, WI 53707-7865

wem.wi.gov
dma.wi.gov

July 1, 2026

Jason Rhodes, IT Director
Oneida County
1 S. Oneida Ave
Rhinelander, WI 54501-3416

RE: State & Local Cybersecurity Grant Program/Security Enhancement
WEM Grant Number: 2023-SLCGP-01-14690

To Whom It May Concern:

Congratulations! Wisconsin Emergency Management has approved a grant award pursuant to the State and Local Cybersecurity Grant Program (SLCGP) to Oneida County in the amount of **$97,500.00**. These funds represent the Federal share of project costs. WEM administers the funds on behalf of the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA).

As Project Director, you will be responsible for seeing that funds are administered according to the approved application materials in Egrants; all requirements, including reporting, outlined in the Funding Announcement; Terms and Conditions; and enclosed Grant Agreement. To accept this award, have the Authorized Official review and sign the award agreement and the federal assurances, Exhibit F of this packet. **Once signed, return one copy to WEM via email to marc.couturier@widma.gov and keep a copy for your records.**

Please reach out to the WEM Grant Manager, Marc Couturier, with any questions regarding your grant and responsibilities. We look forward to a collaborative working relationship with you.

Sincerely,

Greg Engle, Administrator
Wisconsin Emergency Management

Agenda

State & Local Cybersecurity Grant Program (SLCGP): Cycle 2 Funding Round 2
State & Local Cybersecurity Grant Program/Security Enhancement
2023-SLCGP-01-14690

This subaward grant agreement (Agreement) is made between the Wisconsin Department of Military Affairs, Division of Emergency Management (WEM) and **Oneida County** (the Grantee). The Agreement sets forth the terms and conditions of the award to Grantee of grant funds (Grant Funds) for the project described in Exhibit A.

NOW THEREFORE, in consideration of the mutual promises set forth below, the Parties agree as follows.

1. The Grantee agrees to execute the project consistent with the purposes and conditions of the objectives that it has agreed to attain within the grant period set forth in Exhibit A, as submitted in an application approved by WEM and referred to in Exhibit A.

2. The Grantee shall comply with the applicable rules, regulations, limitations, terms and conditions set forth in Exhibits A – F of this this Agreement, which are incorporated by reference into this Agreement. All references to “Agreement” in any of the Exhibits refer to this one-page document.
    a. *Exhibit A, Approved Award*
    b. *Exhibit B, WEM Standard Terms and Conditions*
    c. *Exhibit C, Special Conditions and Additional Monitoring*
    d. *Exhibit D, Acknowledgement Notice*
    e. *Exhibit E, Federal Terms and Conditions*
    f. *Exhibit F, Federal Assurances*

3. WEM has no obligation to pay any portion of the federal government’s share of project costs or expenses should the federal government not pay some or all of that portion. If the federal government does not reimburse WEM for funds paid to the Grantee under this Agreement, the Grantee shall repay WEM all such funds and WEM shall have no further obligation to pay any amount to the Grantee under this Agreement.

4. The provisions of the Agreement document and its exhibits, and any documents attached to or referenced in any of them, constitute the entire Agreement between the Parties and supersede any prior agreement between them related to the subject matter of this Agreement.

5. The individuals executing this Agreement represent that they have the authority to sign it on behalf of and bind their respective Parties.

THE PARTIES EXECUTE THIS AGREEMENT BY THEIR SIGNATURES BELOW.

State of Wisconsin		**Grantee**	
Wisconsin Department of Military Affairs, Division of Emergency Management (WEM)		Oneida County	
Authorized Representative		Authorized Representative	
Name:	Greg Engle	Name:	Scott Holewinski
Title:	WEM Administrator	Title:	County Board Chair
Signature:		Signature:	
Date:	7/1/2026	Date:	

Agenda

WEM Grant Agreement 2023-SLCGP-01-14690

Exhibit A – Approved Award

Funding Authorization Information

Funding authorization: **Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA)**
Assistance Listing Number (ALN) or State Identification Number: **97.137**
Federal Award Identification Number (FAIN): **EMW-2023-CY-00052**
Federal Award Date: **12/1/2023**
Funding Award Description: The purpose of the Fiscal Year 2023 State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community.
Notice of Funding Opportunity: **State & Local Cybersecurity Grant Program (SLCGP): Cycle 2 Funding Round 2**

Approved Award Information

Award date: July 1, 2026

Grantee: **Oneida County** UEI: **GKMTGP1CGWN3**

Project Title: **State & Local Cybersecurity Grant Program/Security Enhancement**

Grant Period: From **June 15, 2026** To **August 31, 2027**

Grant Number: **2023-SLCGP-01-14690** Award Amount: **$97,500.00**

Project Director: Jason Rhodes, IT Director; Oneida County

Project Summary: Upgrade our patching software (Manage Engine Desktop Central) to the latest version and training to maintain patched levels. Complete patching policies and setup notifications to ensure patching efficiency. Upgrade mobile device management through our patching software to be able to track devices and wipe if lost or stolen. Setup vulnerability patch scanning for all devices. Upgrade Symantec antivirus to the latest security level. Integrate our current Symantec On-Prem console into the new Symantec Endpoint Security (SES) Cloud Hybrid. This feature allows us access to additional security policies, monitoring and remediation methods. The SES features allow devices to maintain complete protection when the network is not reachable (mobile devices). Enhance our MFA product to the next version, DUO Essentials to DUO Advantage. This product will allow us to enable device health checks, security configurations, browsing lockdown, plug-in lock down and implement Verified DUO push. We are also looking to implement DUO Mobile app verification to verify the integrity and support level of the mobile devices using the DUO app. We are also going to add multi-factor authentication for access to all servers on the network.

Approved Award Budget

Budget Cost Category	Local Match	Award
Personnel		
Fringe Benefits		
Travel (Including Training)		
Equipment		

Agenda

Supplies & Operating Expenses		
Consultants/Contractual		$97,500.00
Other		
Indirect		
Sum		**$97,500.00**
TOTAL APPROVED BUDGET		**$97,500.00**

Exhibit B – WEM Standard Terms and Conditions

Article I. Conditions of the Parties' Obligations

The 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 WEM shall serve to revise or terminate the Agreement, except as further agreed to by the parties. WEM and the grant recipient (Grantee) understand and agree that no clause, term, or condition of the Agreement shall be construed to supersede the lawful powers or duties of either party.

Article II. Applicable Rules and Regulations

The Grantee assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the approved application; the laws, rules, regulations, and State executive orders governing grants and cooperative agreements; the Standard Terms and Conditions, and the Agreement, including responsibility for complying with any provisions included in the award. Instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference into the Agreement. The Grantee must comply with all requirements set forth in the program NOFO.

Article III. Adherence to Original Project Objectives and Budget Estimates

The Grantee is responsible for any commitment or expenditure it incurs in excess of the funds provided by the award. Pre-award costs are those incurred prior to the date of the award directly pursuant to the negotiation and in anticipation of the award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowed if incurred after the date of the award, and only with the written approval of the authorized official or delegate.

Article IV. Allowable Activities and Costs

Only activities and expenses that are included in the approved award application are allowable for reimbursement by grant funds. All costs must be allowable, allocable, necessary, and reasonable. Costs must match the grant's approved application, must be incurred and obligated (purchase order issued, class scheduled) within the performance period, and payment made within 30 days of the grant period end date.

Article V. Duplication of Benefits

Any cost allocable to a particular financial assistance award may not be charged to other financial assistance awards. This may include, but is not limited to, shifting costs to overcome fund deficiencies; to avoid restrictions imposed by statutes, regulations, or financial assistance award terms and conditions. However, these prohibitions would not preclude grantees from shifting costs that are allowable under two or more awards in accordance with existing statutes, regulations, or the financial assistance award terms and conditions.

Article VI. Acceptance of Post-Award Changes

In the event WEM determines that changes are necessary to the Agreement its execution, including changes to the period of performance, the Agreement or any exhibits or other attached documents, grantees will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate grantee acceptance of the changes to the award. Failure to agree to a renegotiated Agreement under these circumstances is cause for WEM to terminate this Agreement.

Article VII. Prior Approval and Modifications

All activity and the corresponding expenses must be approved prior to conducting the activity and/or incurring the expense unless otherwise stated in the Notice of Funding Opportunity. The following require WEM's advance written approval:

(a) Changes to key personnel.
(b) Changes to the grant period (submitted prior to the approved end date of the grant).
(c) Changes to the scope, objectives, performance measures, or intent of the approved award.
(d) Changes to the budget do not fall within a change to the scope or objective but exceed the approved budget categories by ten percent (10%) of the total award.

WEM will notify the Grantee in writing within thirty calendar days after receipt of the request for revision or adjustment whether the request is approved. Upon approval, WEM will issue a signed Grant Adjustment Notification (GAN). All changes are not officially approved until the GAN is received by the Grantee.

Article VIII. Project Income

All income generated as a direct result of a grant-funded project shall be deemed program income. Program income must be used for the purpose of and under the conditions applicable to the award. Program income should be reported as earned and accounted for in your reimbursement request.

Article IX. Procurement

Grantees shall use their own procurement procedures and regulations, provided that the procurement conforms to applicable state law and procurement standards.

Article X. Payments and Closeout

Grant funds will be paid on a reimbursement basis only and disbursed by WEM upon completion of and approval of all monitoring requirements as well as verification to the best of WEM's ability that all terms, conditions, and requirements have been met. If WEM determines that payment to the Grantee was not proper after the payment has been made, WEM will notify the Grantee of recoupment in writing after which the Grantee has 30 days to repay WEM or appeal the decision.

Article XI. Monitoring

Grantees must complete all required reporting and comply with additional monitoring requirements as stated in the Notice of Funding Opportunity and Award Agreement. WEM may impose additional reporting requirements throughout the grant performance period as needed. Grantees must submit timely, complete, and accurate reports to the appropriate WEM contacts and retain backup documentation to support the reports for the applicable records retention period. Grantees must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Article XII. Maintaining, Retaining, and Access to Records

All grantees, recipients, subrecipients, subgrantees, successors, transferees, and assignees must comply with applicable provisions governing access to records, accounts, documents, information, facilities, and staff.

(a) Grantee must maintain official records of grant related activity, adherence to grant requirements, and grant-funded costs. This includes rationale and justification to support any split allocation of costs, and any other records that support the allowability of expenditures of grant funds.

(b) Grantee must cooperate with any compliance reviews or compliance investigations conducted by the State of Wisconsin, WEM, and/or other funding agencies including access to examine and copy records, accounts, and other documents and sources of information related to the financial assistance award and permit access to facilities and personnel.

Article XIII. Best Practices for Collection and Use of Personally Identifiable Information

Grantees who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. Wis. Stats. § 19.62 (5) Personally Identifiable Information (PII) means information that can be associated with a particular individual through one or more identifiers or other information or circumstances. This includes, but is not limited to, driver's license numbers, Social Security numbers, addresses, telephone numbers, credit card information, and/or bank account information.

Article XIV. Establishment of Safeguards

The grantee shall ensure the establishment of safeguards to prevent employees, consultants, or members of the governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties as specified in Wis. Stats. §§ 946.10 and 946.13.

Article XV. Nondiscrimination

In connection with the performance of work under the Agreement the Grantee agrees not to discriminate against any employee or grantee for employment because of age, race, religion, color, handicap, sex, physical condition, or developmental disability as defined in Wis. Stats. § 51.01(5); arrest or conviction record, or sexual orientation, as defined in Wis. Stats. § 111.32(13m); or national origin, ancestry, or marital status. 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. Apart from 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 candidates for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

Article XVI. Liability

The State of Wisconsin, the Department of Military Affairs, Wisconsin Emergency Management, its agents, and employees shall not be liable to the Grantee, or to any individuals or entities with whom the Grantee contracts for any direct, indirect, incidental, consequential, or other damages sustained or incurred because of activities, actions, or inactions on the part of the Grantee for services rendered pursuant to the Award Agreement. The grantee agrees to indemnify and save and hold the Department of Military Affairs, Wisconsin Emergency Management, its agents, and employees harmless from all claims or causes of action arising from the performance of this award by the Grantee or grantee's agent or employees.

Article XVII. Severability

The invalidity, illegality, or unenforceability of any provision of the Agreement or the occurrence of any event rendering any portion or provision of the Agreement void shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. The parties further agree to amend the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

Article XVIII. Noncompliance and Remedial Measures

Submission of an application constitutes the Grantee's designated project director's agreement to comply with and spend funds consistent with all the terms and conditions of this award. If required statistical data, reports, and other required information are not submitted when due, WEM may withhold all payments that otherwise would be paid to the Grantee under the Agreement until such time as the reports and information are submitted. The Grantee shall provide written notice to WEM of all instances of noncompliance with the terms of the 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 thirty (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 and a plan to correct the noncompliance.

Failure to comply with any part of the Agreement may be considered cause for revision, suspension, or termination of the Agreement. If WEM determines that noncompliance with the 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 the following:

(i) Temporarily withhold cash payments pending correction of the deficiency by the Grantee.

(ii) Impose additional conditions including additional monitoring and reporting requirements.

(iii) Disallow all, or part of, the cost of the activity or action not in compliance.

(iv) Wholly or partly suspend or terminate the Agreement.

(v) Temporarily having others perform and receive reimbursement for the services to be provided under the Agreement.

(vi) Withhold or require enhanced monitoring of future awards given to the Grantee.

(vii) Take other remedies necessary to protect the interests of the State.

Article XIX. Dispute Resolution and Appeal

For any disputes between WEM and the Grantee under the Agreement, the following process will be the exclusive administrative review:

(a) *Informal review:* The WEM Grant Program Manager and the Grantee will attempt to resolve the dispute. If a dispute is not resolved at this stage, then a written statement of the adverse determination will be provided to the Grantee.

(b) *Appeal review:* The Grantee may appeal the adverse determination by submitting a request to appeal within thirty (30) days following the receipt of the adverse determination. The WEM Bureau Director will review the request and issue a written determination within 30 days after receiving the request. The Grantee's request to appeal must include the following:
   (i) Detail the nature of the disagreement.
   (ii) Provide justification.
   (iii) Provide additional documentation to support their justification.

(c) *Final review:* The Grantee may advance a failed appeal by submitting a request to the Bureau Director within 30 days of receiving their appeal determination. The Bureau Director will escalate the appeal request to the WEM Administrator for review and final determination.

Article XX. Repayment to WEM

Notwithstanding any other provision in Exhibit B, WEM has no obligation to pay any portion of the federal government's share of project costs or expenses should the federal government not pay some or all of that portion. If the federal government does not reimburse WEM for funds paid to the Grantee under the Agreement, the Grantee shall repay WEM all such funds and WEM shall have no further obligation to pay any amount to the Grantee under the Agreement.

WEM shall be entitled to a refund for goods or services paid for, if the goods or services were not received, implemented, or are affected by termination of the Agreement. The refund shall be paid or appealed within thirty (30) days of a written notice of recoupment to the Grantee.

Article XXI. Order of Precedence

Any inconsistency or conflict in the Agreement, the Notice of Funding Opportunity, the WEM Standard Terms and Conditions, and special conditions, including any Federal Notice of Funding Opportunity or Federal terms and conditions, will be resolved in accordance with the term or condition that is the stricter of the two.

If the provisions of the one-page document referred to as the Agreement and any of its exhibit or other attached documents conflict, provisions required by law or federal requirements will take precedence. Otherwise, the order of precedence of provisions, from first to last, is as follows:
   (i) Exhibit D, Federal terms and conditions, if applicable,
   (ii) The Agreement
   (iii) Exhibit B, WEM Standard Terms and Conditions, to the Agreement
   (iv) Exhibit A, Approved Award and application.
   (v) Exhibit C to the Agreement, Special Conditions and Additional Monitoring, if applicable.

Article XXII. Termination of Agreement

(a) *General.* 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. Except as provided in Article XXI, Repayment to WEM, the Grantee shall be entitled to receive compensation for any payments owed under the Agreement only for deliverables that have been approved and accepted by WEM and are not subject to termination of the Agreement. Compensation for partially completed services, when available, shall at the sole discretion of WEM, be no more than the percentage of completion of the services requested, at the sole discretion of WEM, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of WEM, the Grantee may be compensated for the actual service hours provided.

(b) *Basis.* The Agreement may be terminated in whole or in part on the following basis:

(i) *Termination for Non-appropriation:* WEM reserves the right to cancel the Agreement at will in whole or in part without penalty effective upon delivery of written notice to the Grantee, under any of the following conditions:

1) If the Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds, rescinds appropriated funds, reduces funds to levels no longer sufficient to allow for goods or services to meet program objectives, revokes WEM's authority to obligate or receive funds necessary to complete the agreement, or deobligates funds in whole or in part.

2) If federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under the or are no longer eligible for the funding proposed for payments by this grant.

(ii) Termination for Cause. WEM 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 within that 30-day period.

(iii) *Termination or Convenience:* The Grantee may terminate this Agreement for convenience at any time by providing WEM a written notice at least 30 days prior to the desired date of termination. During this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.

(iv) *Cancellation:* WEM reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to remedy if the Grantee:

1) Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity.
2) Allow any final judgment not to be satisfied or a lien not to be disputed after a legally imposed, thirty (30)-day notice or make an assignment for the benefit of creditors;
3) Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66;
4) Incurs a delinquent Wisconsin tax liability;
5) Fails to follow state or federal laws applicable to the Grantee.
6) Becomes a federally debarred Grantee or excluded from federal procurement and non-procurement Agreements;
7) Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement; or
8) Grantee performance threatens the health or safety of a state employee or state customer.

WEM Grant Agreement 2023-SLCGP-01-14690

Exhibit C – Special Conditions and Additional Monitoring

Grantee:	**Oneida County**	Award Date:	July 1, 2026
Project Title:	**State & Local Cybersecurity Grant Program/Security Enhancement**		
Grant No.:	**2023-SLCGP-01-14690**		

1. **Cyber Hygiene Services**
   Grant recipients must sign up for free cyber hygiene services through CISA: https://www.cisa.gov/cyber-hygiene-services.

Agenda

WEM Grant Agreement 2023-SLCGP-01-14690

Exhibit D – Acknowledgement Notice

ACKNOWLEDGEMENT NOTICE

Date: **July 1, 2026**

Recipient: **Oneida County**

Grant No. **2023-SLCGP-01-14690**

Project Title: **State & Local Cybersecurity Grant Program/Security Enhancement**

The following regulations and obligations (referenced below) apply to your grant award.

☒ **PROGRESS REPORTS** must be submitted on a scheduled basis into the Egrants system. Narrative reports on the status of your project are due on:

PROGRESS REPORTS NOTE: Quarterly Reports due 04/12 include January, February and March program activity.
Quarterly Reports due 07/12 include April, May and June program activity.
Quarterly Reports due 10/12 include July, August and September program activity.
Quarterly Reports due 01/12 include October, November and December program activity

Reimbursements and grant modifications will be held if there are late program reports.

☒ **FINANCIAL REPORTS** must be submitted on a scheduled basis into the Egrants system. The Egrants job aid "Submitting a Fiscal Report" may be found at https://dma.wi.gov/DMA/wem/grants/admin-tools. Financial reports on the status of your project are due in Egrants on:

☒ **INVENTORY REPORT** should reflect final inventory in your records. All equipment purchases must be received, paid for, installed, and deployed before submitting report. Report is due in Egrants on or before:

Final

☐ Complete and return a W-9 *Taxpayer Identification Number Verification Form* (enclosed).

☐ OTHER:

ACKNOWLEDGEMENT

The materials referenced above were received and reviewed by the appropriate members of this organization. I also acknowledge receipt of the Grant Award and any attached Special Conditions. I understand that this grant is awarded subject to our compliance with all Conditions, Regulations, and Obligations described in the above materials.

, Project Director

Date

Agenda

WEM Grant Agreement 2023-SLCGP-01-14690

Exhibit E – DHS Terms and Conditions

Article I - Summary Description of Award

The purpose of the Fiscal Year 2023 State and Local Cybersecurity Grant Program (SLCGP) is to assist state, local, and territorial (SLT) governments with managing and reducing systemic cyber risk. Through funding from the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law, the SLCGP enables DHS to make targeted cybersecurity investments in SLT government agencies, thus improving the security of critical infrastructure and improving the resilience of the services SLT governments provide their community. This SLCGP award provides funding in the amount of:$7,666,939 for the state of Wisconsin. Of this amount, up to $383,347 can be retained by the State Administrative Agency (SAA) for management and administrative expenses, and a total of $1,916,735 is the required cost share.

The terms of the approved Investment Justification(s) and Project Worksheet(s) submitted by the recipient are incorporated into the terms of this Federal award, subject to the additional description and limitations stated in this Agreement Article and the limitations stated in subsequent reviews by FEMA and CISA of the award budget. Post-award documents uploaded into ND Grants for this award are also incorporated into the terms and conditions of this award, subject to any limitations stated in subsequent approvals by FEMA and CISA of changes to the award. Investments not listed in this Agreement Article are not approved for funding under this award.

Article II - SLCGP Performance Goal

In addition to the Performance Progress Report (PPR) submission requirements due January 30, outlined in NOFO Appendix A-11, recipients must demonstrate how the grant-funded projects address the capability gaps identified in their Cybersecurity Plan or other relevant documentation or sustains existing capabilities per the CISA-approved Investment Justification. The capability gap reduction or capability sustainment must be addressed in the PPR, Section 10. Performance Narrative.

Article III - DHS Standard Terms and Conditions Generally

The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.
All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

Article IV - Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances Non-Construction Programs, or OMB Standard Form 424D Assurances Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.

II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002.

III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. section 170.315, certify that their policies are in accordance with OMBs guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article V - General Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS.

II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.

III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.

V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool. DHS Civil Rights Evaluation Tool | Homeland Security

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article VI - Acknowledgement of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article VII - Activities Conducted Abroad

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article VIII - Age Discrimination Act of 1975

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article IX - Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article X - Best Practices for Collection and Use of Personally Identifiable Information

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article XI - Civil Rights Act of 1964 - Title VI

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

Article XII - Civil Rights Act of 1968

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units-i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)-be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article XIII - Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. sections 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Article XIV - Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Article XV - Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).

Article XVI - Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

Article XVII - Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article XVIII - E.O. 14074 - Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

Article XIX - Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article XX - False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. sections 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. sections 3801-3812, which details the administrative remedies for false claims and statements made.)

Article XXI - Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

Article XXII - Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

Article XXIII - Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. section 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

Article XXIV - Hotel and Motel Fire Safety Act of 1990

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. section 2225a.

Article XXV - John S. McCain National Defense Authorization Act of Fiscal Year 2019

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Article XXVI - Limited English Proficiency (Civil Rights Act of 1964 - Title VI)

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.

Article XXVII - Lobbying Prohibitions

Recipients must comply with 31 U.S.C. section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Article XXVIII - National Environmental Policy Act

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Article XXIX - Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statues, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Article XXX - Non-Supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Article XXXI - Notice of Funding Opportunity Requirements

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Article XXXII - Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. section 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. section 401.14.

Article XXXIII - Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article XXXIV - Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973) (codified as amended at 29 U.S.C. section 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Article XXXV - Reporting of Matters Related to Recipient Integrity and Performance

General Reporting Requirements:
If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding

agencies exceeds $10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVI - Reporting Subawards and Executive Compensation

Reporting of first tier subawards:
Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

Article XXXVII - Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

Recipients must comply with the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act and E.O. 14005. Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States-this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.
Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. Information on the process for requesting a waiver from these requirements is on the website below.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;
(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at "Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov.

The awarding Component may provide specific instructions to Recipients of awards from infrastructure programs that are subject to the Build America, Buy America provisions. Recipients should refer to the Notice of Funding Opportunity for further information on the Buy America preference and waiver process.

Article XXXVIII - SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article XXXIX - Terrorist Financing

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Article XL - Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons:
Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. section 7104. The award term is located at 2 C.F.R. section 175.15, the full text of which is incorporated here by reference.

Article XLI - Universal Identifier and System of Award Management

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

Article XLII - USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. sections 175-175c.

Article XLIII - Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Article XLIV - Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C section 2409, 41 U.S.C. section 4712, and 10 U.S.C. section 2324, 41 U.S.C. sections 4304 and 4310.

Article XLV - Environmental Planning and Historic Preservation (EHP) Review

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/ FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program and applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archaeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article XLVI - Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article XLVII - Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to: ASK-GMD@fema.dhs.gov if you have any questions.

Article XLVIII - Disposition of Equipment Acquired Under the Federal Award

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state sub-recipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state sub-recipients must follow the disposition requirements in accordance with state laws and procedures.

Article XLIX - Prior Approval for Modification of Approved Budget

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308.

For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently $250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved.

For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work.

You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article L - Indirect Cost Rate

2 C.F.R. section 200.211(b)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), which prohibits discrimination on the basis of sex;

(c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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Exhibit F - Federal Assurances for Non-Construction Programs

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. §§ 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally assisted construction subagreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).

12 Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, Audits of States, Local Governments, and Non-Profit Organizations.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE **County Board Chair**
APPLICANT ORGANIZATION **Oneida County**	DATE SUBMITTED

Paid Time Off (PTO)

Paid Time Off consolidates all paid time benefits, except non exempt Compensatory Time off, into a single "bank account" of paid leave that the employee will manage and draw from in accordance with the following provisions.

1. *Use.* The non-exempt employee may use Paid Time Off in increments as small as fifteen (15) minutes. PTO shall not be retroactive except in the case of an emergency. Non-emergency notification must be made and approved before the start of the employee's shift. In cases of emergency, the employees Supervisor or Labor Relations and Employee Services Office shall be notified in a reasonable time frame following the event. It will be left up to each department to establish procedures. Part-time positions are granted Paid Time Off based on the authorized percentage the part-time employee works, not actual hours. It is the responsibility of the department head to ensure that the part-time employee works very close to their authorized number of hours.
2. *Pay*. Paid Time Off hours will be paid at the current rate of the employee at the time the PTO is taken.
3. *Banks.* Employees may bank a specified amount of Paid Time Off.
4. *Termination.* Upon termination, for any reason, the employee shall be paid the total amount of Paid Time Off in the employee's bank, up to 1,000 hours, at the rate of pay of the employee at the time of termination. An employee who terminates his/her employment will have earned some Paid Time Off days/hours. This will be considered as part of the payout, PTO shall not be used as part of the two- or four-week notice agreement (for time off during the notice period see “Termination of Employment”). If for any reason a proper notice (two or four weeks depending on position) is not given to the county up to the required amount of notice (10 to 20 working days) of PTO may be withheld from the final pay-out. For part-time employees, the amount of the PTO 1000-hour limit shall be prorated according to their part-time percent (for example, a 75% position will only be paid out 750 hours).
5. *Schedule.* The following schedule of accruals shall be pro-rated for part-time employees based upon the normal hours of work of the respective employee.
6. *Exempt employees:* may only use Paid Time Off (PTO) in full or half day increments.

Exempt Employees

Paid Time Off Schedule. The following schedule of accruals shall be pro-rated for part-time employees based upon the normal hours of work of the respective employee.

- An employee with less than 6 months of continuous service for the County shall be entitled to thirty-two (32) hours.
- An employee with more than 6 months, but less than one year of continuous service for the County shall be entitled to thirty-two (32) hours.

- An employee with more than 1 year, but less than 8 years of continuous service for the County shall be entitled to two hundred thirty-two (232) hours.
- An employee with more than 8 years, but less than 15 years of continuous service for the County shall be entitled to two hundred sixty-four (264) hours.
- An employee with more than 15 years, but less than 20 years of continuous service for the County shall be entitled three hundred four (304) hours.
- An employee with more than 20 years, but less than 25 years of continuous service for the County shall be entitled to three hundred forty-four (344) hours.
- An employee with more than 25 years of continuous service for the County shall be entitled to three hundred eighty-four (384) hours.

Non-exempt Employees
Paid Time Off Schedule. The following schedule of accruals shall be pro-rated for part-time employees based upon the normal hours of work of the respective employee.

- An employee with less than 6 months of continuous service for the County shall be entitled to twenty-four (24) hours.
- An employee with more than 6 months, but less than one year of continuous service for the County shall be entitled to twenty-four (24) hours.
- An employee with more than 1 year, but less than 8 years of continuous service for the County shall be entitled to two hundred sixteen (216) hours.
- An employee with more than 8 years, but less than 15 years of continuous service for the County shall be entitled to two hundred forty-eight (248) hours.
- An employee with more than 15 years, but less than 20 years of continuous service for the County shall be entitled to two hundred eighty-eight (288) hours.
- An employee with more than 20 years, but less than 25 years of continuous service for the County shall be entitled to three hundred twenty-eight (328) hours.
- An employee with more than 25 years of continuous service for the County shall be entitled to three hundred sixty-eight (368) hours.

7.*Earning.*
New Hires *(after 1/01/2025)*
Non-exempt employees receive the following:
Date of Hire employee receives 24 hours of usable PTO
At six months of employment, employee receives 24 hours of usable PTO
One-year employment anniversary date, employee receives 216 usable hours of PTO into their bank.

Should an employee in "good standing" terminate within their first year of employment, they will only receive a cash payout of banked PTO.
Exempt employees receive the following:
Date of Hire employee receives 32 hours of usable PTO
At six months of employment, employee receives 32 hours of usable PTO
One-year employment anniversary date, employee receives 232 usable hours of PTO into their bank.
Should an employee in "good standing" terminate within their first year of employment, they will only receive a cash payout of banked PTO.
On-going Employees *(after one year of employment - after 01/01/2025)*
Starting on the one-year employment anniversary date the employee begins to accrue unusable PTO hours based on their year in the PTO schedule. This amount will be deposited to the employee's PTO bank monthly as usable PTO.
Effective 01/2025
8. Leave of Absence (LOA). Employees on an unpaid Leave of Absence of forty (40) hours or more do not earn PTO hours. An employee's PTO earnings will be adjusted accordingly. When requesting a LOA, an employee may reserve enough PTO hours to cover the remaining closure days for the current year. An Employee with a PTO balance in excess of the remaining closure days for the current year will not be granted an unpaid LOA.
9.Closed Days. When the Courthouse and its outlying offices are closed employees not working must be paid for the designated closure day, using earned or borrowed Paid Time Off hours if available. Non-exempt employees working on a closed day may claim PTO in addition to hours worked. Effective January 2016, all employees including employees in the Support Services Division of the Sheriff's Office, within their first year of employment shall have paid closed days. Should an employee be required to work on a closed day during their first year of employment, the employee may use the paid closed day on another day during their first year of employment or claim the paid closed day in addition to hours worked. (*Updated 02/26/2016*) Department Heads shall determine if Part Time employees in their department are required to be paid for the designated closure day, Paid Time Off at the percentage of hours their position is designated.

For the Sheriff's Department staff except employees of the Support Services Division: as these offices are never closed employees are not required to be paid for Closed Days as they are already built into the department schedules. If an employee is scheduled to work on a Closed Day and requests to be off, they must be paid using earned or borrowed Paid Time Off. *Updated 01/02/2012*

10.Working. The Department Head may authorize an employee to work on a day that the Courthouse and/or outlying offices are closed. It is expected that this will be a rare occurrence. Department Heads must obtain their Committee of Jurisdiction's approval when the Department Head realizes this may be an on-going occurrence, with notification to the Labor Relations and Employee Services and Finance Offices. Employees will be paid at their straight time hourly rate unless the pay qualifies as overtime according to the Compensatory Time and Overtime rules. Employee may also qualify for Premium Pay.

11.Carryover. Effective December 31 of each year employees will be allowed to carryover a maximum of 1,000 hours as recorded on the paycheck. It is noted that as of December 31, employees will have earned PTO hours that are not recorded on the paycheck. Employees need to be aware of the unrecorded, yet earned, accrual. The unrecorded accrual is not included in the 1,000 limit for carryover.

12.Termination. Upon termination, for any reason, the employee shall be paid the total amount of Paid Time Off in the employee's bank, up to 1,000 hours, at the rate of pay of the employee at the time of termination. An employee who terminates his/her employment may have earned some Paid Time Off hours. This will be considered as part of the payout, subject to the 1,000-hour limit. For Part-Time employees, the 1,000-hour limit payout shall be will only be paid out 750 hours).

The only exceptions to the 1,000-hour maximum payout are in the event of death or a duty disability determination of an active county employee. The 1,000-hour maximum can be exceeded to include the earned PTO,from the last monthly deposit to employees bank to the date of death, or date of termination due to duty disability.

Annually, during the 1st full pay period in November, Employees with a minimum of 500 hours in their PTO banks, (* subject to the last sentence of this paragraph), may notify the LRES Office of their irrevocable election to convert PTO hours not to exceed the hours which the employee otherwise would be allocated on January 1st to payment, at the employee's hourly rate of pay at the time of payment. The employee will receive the PTO payout on the second payday in January following the irrevocable election. *The minimum amount of hours required to be in an employee's PTO bank in order to be eligible to participate in the payout may be increased above 500 hours by the LRES Office no later than November 1st each year, to avoid such payment being considered as earnings by the Employee Trust Fund.