

MINUTES <u>COMMITTEE #1</u> REVENUES, DISBURSEMENTS, WATER AND WASTEWATER and

COMMITTEE #2 LABOR NEGOTIATIONS, PERSONNEL, POLICY AND ADMINISTRATION January 5, 2023

Committee #1 - Revenues, Disbursements, Water and Wastewater and Committee #2 - Labor Negotiations, Personnel, Policy and Administration met on Thursday, January 5, 2023 at 9:00 am in the Council Chambers, City Hall, 30 West Central Street, Chippewa Falls, WI.

Committee Members present: John Monarski, Rob Kiefer, Chuck Hull and Paul Nadreau. Mayor/Other Council Members present: None

Others present: Finance Manager/Treasurer Lynne Bauer; City Engineer/Public Works Director/Utility Manager Rick Rubenzer; City Planner/Transit Manager Brad Hentschel; Police Chief Matt Kelm; Fire Chief Lee Douglas; Battalion Chief Jason Thom; Battalion Chief John Bowe; Fire Lt. Nate Martell, Fire Lt. Justus Busse, Police Lt. Ryan Douglas; Police Sgt. Korry Boos; Police Sgt. Sheridan Pabst; Police Sgt. Steve McMahon; Parks, Recreation, and Forestry Director John Jimenez; Library Director Joe Niese; Street and Utility Maintenance Manager Rick Ruf; Water Supervisor Matt Boos; Utilities Office Manager Connie Freagon; and City Clerk Bridget Givens.

Call to Order: 9:00 am

1. Discuss placement of Police Sergeants on the Administrative Pay Grid. Possible recommendations to the Council.

A spreadsheet entitled Sergeant Pay Discussion was distributed and reviewed with the Committee discussing where to place existing sergeants on the administrative pay grid. Compression concerns were expressed. It was noted that the pay proposals were discussed as part of the referendum and the increases would be funded through referendum monies. It was stated that additional discussion will be had relative to advancing step increases for more senior sergeants at a later date.

Motion by Monarski/Kiefer to recommend Council approve the proposed placement of the Police Sergeants on the Administrative Pay Grid retroactively to January 1, 2023. **All present voting aye, motion carried.**

2. Discuss nepotism policy as it pertains to potential Police Department applicant. Possible recommendations to the Council.

Chief Kelm provided an update on the hiring process indicating that we currently have six candidates for the two open positions, with the posting remaining open for one more week. It was noted that a potential applicant is the sibling of an existing employee, and should this person be considered for hire, it would violate the City's nepotism policy. Kelm requested an exception to the policy.

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Possible changes to the nepotism policy were last discussed in 2019, but the Committee did not choose to update the policy at that time. Finance Manager/Treasurer Bauer expressed concern with this impacting future promotions as siblings could not manage each other.

Chief Kelm was unsure if the interested individual had applied yet, and it is unknown if they would be a top candidate. Kelm was directed to proceed with the hiring process and if this individual is deemed to be the top candidate, bring the item back to the Committee for consideration.

No action taken.

3. Discuss placement of Fire Battalion Chief(s) on the Administrative Pay Grid. Possible recommendation to the Council.

A spreadsheet entitled Batallion Chief Pay Discussion was distributed and reviewed with the Committee discussing placement on the administrative pay grid. Compression concerns were expressed. It was noted that the pay increases would be funded through referendum monies.

Motion by Hull/Kiefer to recommend Council approve the proposed placement of the Fire Battalion Chiefs on the Administrative Pay Grid. **All present voting aye, motion carried.**

4. Discuss acceptance of the Wisconsin Department of Veteran's Affairs Grant and potential uses for the funds. Possible recommendations to the Council.

Fire Chief Douglas advised that the City received a Wisconsin Department of Veterans Affairs Grant in the amount of \$66,516.00. The Committee discussed how funds have been expended in the past, and the amount of remaining grant funds from previous years. Douglas advised the Committee that he is in favor of utilizing the funds toward the replacement of six sets of turnout gear.

Motion by Kiefer/Hull to recommend Council accept the grant from the Wisconsin Department of Veteran's Affairs and authorize the purchase of six sets of turnout gear. **All present voting aye, motion carried.**

5. Discuss temporary addition of personal days in 2023 for non-union personnel. Possible recommendations to the Council.

Based upon feedback from new employees, Department Heads have been discussing options for additional time away from work. Following these discussions, it was thought that the equivalent of five additional personal days could be awarded to employees to use in 2023. It is anticipated this would be temporary until such time as PTO can be discussed. These days would not be eligible for carryover or payout. Part-time employees would receive a pro-rated number of days.

Motion by Kiefer/Nadreau to recommend Council approve the addition of five personal days in 2023 for non-union personnel as presented. **All present voting aye, motion carried.**

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6.	Adjournment.
	Motion by Nadreau/Hull to adjourn at 9:36 am. All present voting aye, motion carried.
Minute John	es submitted by, Monarski, Chair

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		Incr %				4.35%	4.76%	10.00%	10.00%
	Je.	Annual Increase				3,653.11	3,653.11	7,306.23	7,306.23
	elm Propose	2023 Hourly Increase				1.71	1.71	3.42	3.42
	Referendum - Chief Kelm Proposal	Proposed 2023 Hrly Rate				41.08	37.66	37.66	37.66
	Referend	Proposed 2023 Annual				87,674.76	80,368.53	80,368.53	80,368.53
2023		Proposed Step Change	no change	no change	no change	14Max	14F	14F	14F
nuary 5,		Date of Next Step	2024	2025	2025	2025	2024	2024	2025
ssion - Ja		Hourly Rate	54.40	47.66	45.67	39.37	35.95	34.24	34.24
Sergeant Pay Discussion - January 5, 2023		Date of 2023 Annual Step Salary	106,075	92,935	89,063	84,022	76,715	73,062	73,062
Sergear		Date of Step	May-21	Apr-22	Apr-22	Jan-22	0ct-21	0ct-21	Jun-22
	ormation	Step	18G	2013 15Max	15G	146	14E	2021 14Mid	2022 14Mid
	Current Information	Year in Position	2016	2013	2022 15G	2013 14G	1 22021 14E	2021	2022
		Current	Chief	Lieutenant	Lieutenant	Sergeant	7/1/2010 Sergeant 20	Sergeant	Sergeant
		Hire Date	11/28/1999	2/26/1998	5/21/2002	6/24/2004 Sergeant	7/1/2010	5/18/2009 Sergeant	2/25/2014 Sergeant
		Name	Matt Kelm	Brian Micolichek	Ryan Douglas	Korry Boos	Sheridan Pabst	Steve McMahon	Drew Zehm

		_		
33.50	34.50		32.00	32.96
2134 Hrs MPO-2023 33.50	2135 Hrs MPO-2024		2134 Hrs 5th Year 2023	2135 Hrs 5th Year 2024
2134 Hrs	2135 Hrs		2134 Hrs	2135 Hrs
34.37	35.40		32.83	33.81
2080 Hrs MPO-2023 34.37	2080 Hrs MPO-2024 35.40		2080 Hrs 5th Year 2023 32.83	2080 Hrs sth year 2024 33.81
2080 Hrs	2080 Hrs		2080 Hrs	2080 Hrs

Waae Adiustment			Δ	Differnce				Ω	Differnce					,		Wages
	Current		Ω	Between	Δ.	Proposed		ă	Between				Number of	Wa	Wages Only	snld
	Wage	Longevity		Steps		Wage	Longevity	-	Steps	Lift	Lift from current wages	vages	Employees	Finan	Financial Impact	benefits
Year 1	\$ 25.27				↔	28.00				÷	2.73	11%	2	₹	11,651.64	
Year 2	\$ 26.00		⋄	0.73	ς,	29.00		ς>	1.00	ş	3.00	12%	2	₩.	12,804.00	
Year 3	\$ 27.51		₩	1.51	↔	30.00		٠s	1.00	↔	2.49	%6	2	v)	10,627.32	
Year 4	\$ 28.51		∙ 4∕4	1.00	₩.	31.00		ゃ	1.00	ş	2.49	%6	æ	ψ.	15,940.98	
Year 5	\$ 29.51		∙ √>	1.00	₩.	32.00		↔	1.00	ς٠	2.49	%8	5	ς,	26,568.30	
Year 6	\$ 29.51		₩.	•	↔	32.00		❖	1	❖	2.49	%8	,	ζ,	10,627.32	
Year 7	\$ 29.51 \$	\$ 0.59	S	٠	↔	32.00	\$ 0.64	ς>	0.64	⋄	3.08	10%	0	\$	1	
MPO	\$ 31.12 \$	\$ 0.62	·v	1.61	ς,	33.50	\$ 0.67	↔	2.17	⋄	3.00	10%	71	ψ.	12,814.24	
(With MPO & Longevity)													18	ν.	101,033.80	
	Current Wage				Prop	Proposed Wage										
Sergeant 1	\$ 33.24 14Mid	14Mid	Ŷ	70,934	٠ ٠	36.56	14F	↔	78,028	ş	3.32	10%	Н	ς,	7,093.73	
Sergeant 2	\$ 33.24	14Mid	↔	70,934	ς,	36.56	14F	ş	78,028	⊹	3.32	10%	Н	٠,	7,093.73	
Sergeant 3	\$ 34.90 1	14E	↔	74,481	s	36.56	14F	❖	78,028	↔	1.66	2%	Н	-γ-	3,547.02	
Sergeant 4		14G	↔	81,574	·s>	38.23	Max	₹>	81,574	↔	ı	%0	Н	ψ.	1	
Lieutenant 1	. ⊣1	15G	↔	86,469			15G	❖	86,469	٠Ş	ı	%0	Н	٧,	i	
Lieutenant 2	,-1	15Max	ψ,	90,228			Max	↔	90,228	⊹	ı	%0	Н	S	i	
Chief	,-1	18G	Ş	102,986			18G	↔	102,986	↔	t	%0	П	٠,	ı	
													7	ψ.	17,734.48	
														٠. د	118,768.29	



SUBJECT: Hiring Relatives		DISTRIBU	TION: All Departments
EFFECTIVE DATE: 8/25/92	PAG	E 1 of 1	SECTION: C-3
REVISION DATE:	REV	TEWED BY:	Committee #2
ORIGINATION:			

POLICY:

This policy applies to all City employees and elected officials; it governs the proposed hiring for either full-time or part-time work as City employees, of individuals, who are their relatives. For the purpose of this policy, "relative" means a spouse, son, daughter, stepchild, father, mother, stepparent, brother, sister, grandparent, father-in-law, mother-in-law, brother-in-law, or sister-in-law.

It is the policy of the city that a department head not hire a relative of any current employee within that department. This shall apply to the hiring of full and part-time employees, not seasonal.

It is expected that the City employee to whom a job applicant is related, or the job applicant, will make the relationship known to the department head before any hiring decision is made; the decision to hire the relative of a current City employee will be subject to approval by the City Council. (The subsequent marriage of two City employees will not be considered a violation of this policy).

Hiring a relative of any elected official of the City for either permanent or limited-term (seasonal) employment is generally considered contrary to good public policy. While this policy does not apply to non-elected officials serving as appointed members of boards, committees or commissions created by the City Council, both elected and appointed officials are expected to abstain from active participation in discussing and deciding matters which may affect the hiring, retention, classification, promotion, demotion or compensation of a relative currently employed or being considered for employment by the City.

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		The state of the s	Bata	llion Chief	Pay Discu	Batallion Chief Pay Discussion - January 5, 2023	ary 5, 20	23						
		Current	Current Information								Possible Changes	hanges		
Name	Hire Date	Current Position	Year in Position	Step	Date of Step	Date of 2023 Annual Step Salary	Hourly Rate	Date of Next Step	Proposed Step Change	Proposed 2023 Annual	Proposed 2023 Hrly Rate	2023 Hourly Increase	Annual Increase	lncr %
Lee Douglas	10/2/1996 Chief	5 Chief	. 2019 18F	18F	Jul-19	101,463	52.03							
Jason Thom (New Chief)	11/22/199	11/22/1999 Incoming Chief	2023 18E	18E	Jan-23	96,851	49.67	2024	18F					
	(D								7				
John Bowe	3/19/199.	3/19/1998 Battalion Chief	2014 15G	15G	Jan-22	89,063	32.29	2025	15Max	これや万				
	7 17 100	1/2 /1004 botton line	2017 15E	155	[an-72	81.318	79 48	2024	15F	85.190.62	30.89	1.40	2,996.19	4.76%
l evol weilallu	CCT /C /C	+ Dattailoil Cilici	7707	101										
lason Thom	11/22/199	11/22/1999 Battalion Chief	2019	2019 15Mid	Jul-19	77,446	28.08		15E					
							20		7:541.7	77 446 03	35 57	4 48	131557	7 90%
ustus Busse (New BC)	3/2/201	3/2/2010 Incoming Battalion Chief	2023	2023 Lieutenant	Apr-20	/3,131	425.04		TSINIG	11,440.02	70.07		1	200
			2023	2023 Lieutenant	Apr-20	73,131	25.04		15E	81,318.32	27.85	2.80	8,187.82	11.20%
						. Includes								
						longevity and								
						annual sick								
						payont								

ARTICLE XXII - COMPENSATION

Employees covered by this agreement shall be compensated according to the Compensation Schedule below and made a part hereof.

2022 CITY OF CHIPPEWA	FALLS FIRE FIG	HTERS SALARY AND	RATES;	
EFFECTIVE FIRST FULL		· · · · · · · · · · · · · · · · · · ·		
27-DAY PAY PERIOD	REGULAR	(1/2 Hourly)	ANNUAL RATE	BI-WEEKLY
AFTER	HOURLY	PREMIUM	(HOURLY	RATE
1/1/2022	RATE	RATE	x 2920)	(ANNUAL/26)
Lieutenant	22198	111149	\$67,101.60	\$2,580,80
Motor Pump Operator	21.65	10.83	\$63,218.00	\$2,431.50
Fire Fighter Journeyman 2	20,62	1031	F-14 (1) #7\$60/210/40	\$2,315,80
Fire Fighter Journeyman 1	19.72	9.86	\$57,582.40	\$2,214.70
Fire Fighter Journeyman	7/19/01 PET ST	12:10:10:10:10:10:10:10:10:10:10:10:10:10:	\$55,509,2077	\$2,135,00
Fire Fighter Recruit 2	18.32	9.16	\$53,494.40	\$2,057.50
Fire Righter Recruit 1	17/62		(F. S.) (F. \$5), 450 40 \$ 71 \$	\$1,97,8190
Fire Fighter Recruit	16.91	8,46	\$49,377.20	\$1,899.10
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2023 CITY OF CHIPPEWA	FALLS FIRE FIGI	HTERS SALARY AND	RATES:		
EFFECTIVE FIRST FULL		/4 /0 XX 1 3	A TATE Y A Y A A POST	DY STATISTICS ST	
27-DAY PAY PERIOD AFTER	REGULAR HOURLY	(1/2 Hourly) PREMIUM	ANNUAL RATE (HOURLY	BI-WEEKLY RATE	
1/1/2023	RATE	RATE	X 2920)	(ANNUAL/26)	
			,		
Lieutenant	23,75	11.87	\$69,350,00	\$2,667.30	
Motor Pump Operator	22,39	11.20	\$65,378.80	\$2,514.60	
Fire Fighter Journeyman 2	21/34	10/67年	4\$62 912 80	%-1\$2/396/60	
Fire Fighter Journeyman 1	20.75	10.38	\$60,590.00	\$2,330.40	
Fire Fighter Journeyman	19.49	9.75	\$56,910,801,-44	; ₹3\$2,1/88 (90}	
Fire Fighter Recruit 2	18.78	9.39	\$54,837.60	\$2,109.10	
Fire Fighter Recruit 1	118106	9.03	\$52,735,20.	\$2,028,30	
Fire Fighter Recruit	17.33	8.67	\$50,603.60	\$1,946.30	
Inspector	Lango Harris	115:44	\$64,209,60	\$2,469,60	
			(2080)Hours)		
	1 1 1 1 1 PH 1 1 1 1 1 1 1 1 1 1 1 1 1 1	。	2017年中的1917年1月1日日本中国1917年中国1917日本	· · · · · · · · · · · · · · · · · · ·	



December 16, 2022

Finance Manager/Treasure Lynn Bauer City of Chippewa Falls 30 West Center St. Chippewa Falls, WI 54729

Dear Treasure Bauer:

In accordance with Wis. Stats. § 45.58, Grants to Local Governments, cities, villages, and towns that provide services to Veterans homes and other facilities for veterans are eligible for a grant from the Wisconsin Department of Veterans Affairs (WDVA).

The intent of the grant is to offset the costs of the fire and emergency medical services that your municipality provides, which benefits our nursing homes and other facilities for veterans.

The WDVA is pleased to inform you that we have approved a grant for the City of Chippewa Falls in the amount of \$66,516.00. This amount reflects our assessment of the value of your municipality's level of services provided to our WDVA Veterans nursing home and other facilities for veterans, in your location.

The attached Memorandum of Understanding (MOU) outlines the terms and conditions of accepting our grant. Please review the entire MOU, and return a signed copy of the MOU at your earliest convenience by mail or email to:

> Wisconsin Department of Veterans Affairs PO Box 7843 Madison, WI 53707-7843 vetsbenefitsgrants@dva.wisconsin.gov

We sincerely appreciate your on-going partnership to improve service to the WDVA's homes and other facilities which helps us ensure that Wisconsin Veterans have the highest level of services and nursing home care. Your grant will be mailed to you once we have a fully executed MOU in place.

If you have any questions, please feel free to contact me by phone at (608) 267-7207 or by email at scott.williams@dva.wisconsin.gov.

Sincerely,

Scott Williams

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Deputy Division Administrator Division of Veterans Benefits

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Wls, Stats, Chapter 45

MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF WISCONSIN, DEPARTMENT OF VETERANS AFFAIRS AND THE CITY OF CHIPPEWA FALLS, WI

This Memorandum of Understanding (MOU) is made and entered into, between the State of Wisconsin, Department of Veterans Affairs (hereinafter referred to as the "Department" or "DVA") and the **City of Chippewa Falls, WI** (hereinafter referred to as the "Grantee").

WHEREAS, Wis. Stat. §45.58 authorizes that the department may make grants to cities, villages, and towns that provide services to veterans homes and other facilities for veterans; and,

WHEREAS, the grant provided hereunder shall be used to provide fire and emergency medical services to the Department's veterans homes and other facilities for veterans; and,

NOW THEREFORE, in consideration of their mutual and dependent agreements, the parties hereto agree as set forth in the following pages, which are annexed and made a part thereof.

ARTICLE 1. GRANT

The Department agrees to provide one grant of \$66,516.00, to the Grantee in accordance with the terms of this MOU and the requirements under Wis. Stat. § 45.58.

ARTICLE 2. GRANTEE RESPONSIBILITIES

The Grantee agrees to ensure that the grant will be used solely to provide fire and emergency medical services to the Department's veterans homes and other facilities for veterans.

The Grantee will retain all records regarding the expenditures of the grant for a period of at least three (3) years after the grant funds have been expended evidencing the strict, authorized use consistent with the requirements of Wis. Stat. § 45.58 and other applicable laws. Grant funds shall be maintained in a separate account subject to audit by the Department. The requirements to maintain all records regarding the grant shall automatically be extended if DVA notifies the Grantee that the records pertaining to the Grant are subject to an Open Records Request, a legislative inquiry, or are the subject of litigation. Should DVA notify the Grantee that any one of these incidents has occurred, the Grantee shall maintain all records regarding the grant until such time as DVA in writing authorizes that the Grantee no longer needs to retain those records.

Grantee understands that pursuant to Wis. Stat. § 45.47, failure to comply with the above requirements, the Department, in addition to any other legal remedy available to it, may seek repayment, reduce, suspend, or terminate future grant funds provided to the Grantee.

ARTICLE 3. WDVA RESPONSIBILITIES

The Department agrees to tender the grant no later than June 30 of the current state fiscal year.

ARTICLE 4. NOTICES

Notices and demands required or permitted to be given hereunder shall be given by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, addressed to:

A) Department:

Scott Williams, Administrator Division of Veterans Benefits

Department of Veterans Affairs

Madison, WI 53707-7843

PO Box 7843

(608) 267-7207 // scott.williams@dva.wisconsin.gov

B) Grantee:

City of Chippewa Falls, WI

ARTICLE 5. STANDARD TERMS FOR STATE AGREEMENTS

a. Open Records Requests: Both Parties understand and acknowledge that all records pertaining to this MOU, including this MOU, are subject to Wisconsin Public Records law, Wis. Stat. §§ 19.31-19.39. The Grantee will fully cooperate with any request DVA makes to the Grantee for records pertaining to this MOU should DVA receive an Open Records Request for any records pertaining to this MOU that are held by the Grantee.

- b. Counterparts: Separate copies of this MOU shall constitute original documents, which may be signed separately but which together shall constitute a single MOU. This MOU will not be binding on any party until signed by all parties or their representatives.
- c. Electronic Signature Authorization: A signed copy of this MOU transmitted by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU. This MOU may be conducted by electronic means and the parties authorize that their electronic signatures act as their legal signatures of this MOU. This MOU will be considered signed by a party when that party's electronic signature is transmitted. Such signature shall be treated as having the same effect as an original handwritten signature. The parties are not required to sign this MOU by electronic means or use an electronic signature, but if the parties elect to do so, then each party's authorization is hereby given pursuant to this paragraph.
- d. Anti-Lobbying Requirement: The Grantee agrees that no grant appropriated funds will be paid to any person for influencing or attempting to influence an officer or employee of any Wisconsin or federal agency, any member of the Wisconsin Legislature or United States Congress, or an employee of a member of the state or federal Legislature in connection with the awarding of any state or federal contract, the making of any state or federal grant, the making of any state or federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement. The Grantee further agrees that no grant appropriated funds will be used to contact, or urge the public to contact, members or employees of any legislative body for the purpose of proposing, supporting, or opposing legislation, or to advocate the adoption or rejection of legislation.
- e. Non-Waiver: No waiver of default by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by that party.
- f. Hold Harmless: The Grantee will indemnify and hold harmless DVA and all of its officers, agents and employees from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or anyone hired by the Grantee, in its use of the funds provided to Grantee under this MOU.
- g. Disputes: Disputes by either party relating to this MOU and the party's compliance with Wis. Stat. § 45.58 or other terms of this MOU should first be addressed to the individual listed in Article 4.

After attempting to resolve the dispute, the parties hereby agree that any action, proceeding or claim arising out of or relating in any way to this MOU shall be brought and enforced in the courts of the State of Wisconsin, and irrevocably submits to such jurisdiction, which jurisdiction shall be exclusive and all disputes the venue

shall be in Dane County Circuit Court. Prior to instituting a legal action in Dane County Circuit Court both parties agree to make a good faith effort to informally resolve the dispute. The parties hereby waive any objection to such exclusive jurisdiction and that such courts represent an inconvenient forum.

Any such process or summons to be served upon either party may be served by transmitting a copy thereof by registered or certified mail, return receipt requested, postage prepaid, addressed to the other party at the address set forth in the addresses listed in Article 4. Such mailing shall be deemed personal service and shall be legal and binding upon either party in any action, proceeding or claim.

- h. Compliance with Applicable Laws: The Grantee shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations in its use of the grant funds provided to Grantee under this MOU. DVA may take enforcement action, including but not limited to, recouping past payments, suspending or canceling the MOU, if the Grantee violates any applicable federal and state law, local law, ordinance, regulation or requirement in its use of the grant funds.
- Severability: If any provision of this MOU shall be adjudged to be unlawful, then that provision shall be deemed null and void and severable from the remaining provisions and shall in no way affect the validity of this MOU.

If any provision of this MOU, or the application thereof to any Person or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out, so far as may be valid and enforceable, the intent and purpose of such invalid or unenforceable provision and (b) the remainder of this MOU and the application of such provision to other circumstances shall not be affected by such invalidity or unenforceability.

- j. Cancellation: In addition to any other legally permissible remedy, the State of Wisconsin reserves the right to cancel this MOU in whole or in part without penalty due to nonappropriation of funds or for failure of the Grantee to comply with terms, conditions, and specifications of this MOU.
- k. Entire Agreement: The written MOU constitutes the entire agreement between the Department and the Grantee and supersedes all proposals or prior agreements, oral or written and all other communications between the parties relating to the subject matter of this MOU.
- I. Modifications: This MOU may be modified at any time by mutual written agreement. Amendments shall be in writing and executed by authorized representatives of the parties.

Each person signing this MOU represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of the MOU and the performance of such party's obligations hereunder have been duly authorized and that the MOU is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

In Witness Whereof, the parties hereto have hereunto subscribed their names and dates of said signatures.

STATE OF WISCONSIN DEPARTMENT OF VETERANS AFFAIRS		GRANTEE		
James Bond Deputy Secretary	 Date	BY: Chairperson or other authorized official	Date	
		Print Name:		

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