

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Sheriff Robert D. Spoden
INITIATED BY



Diane Michaelis
DRAFTED BY

**Public Safety and Justice
Committee**
SUBMITTED BY

April 12, 2012
DATE DRAFTED

**Authorizing Submission of Edward Byrne
Memorial Justice Assistance Grant Application and
Authorizing Interagency Agreement with Beloit and Janesville**

1 **WHEREAS**, Rock County, the City of Beloit, and the City of Janesville are eligible, as a unit, to
2 apply for funds from the Edward Byrne Memorial Justice Assistance Grant Program (JAG) for
3 the purpose of preventing and controlling crime, based on local needs and conditions; and,
4

5 **WHEREAS**, the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice
6 Assistance has determined that there is a funding disparity between the cities and the county
7 based on the statutory JAG formula, the cities and the county are required to apply for the
8 award with a single, joint application; and,
9

10 **WHEREAS**, the Rock County Sheriff, the Beloit Police Chief, and the Janesville Police Chief
11 wish to make a joint application for \$40,051; and,
12

13 **WHEREAS**, the Departments have a written agreement that specifies the distribution of funds
14 and designates the Rock County Sheriff's Office as the grant applicant and fiscal agent; and,
15

16 **WHEREAS**, the U.S. Department of Justice requires local units of government intending to
17 make a joint application, to submit a signed, written agreement as part of the grant application
18 process; and,
19

20 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly
21 assembled this 26 day of April, 2012, does hereby approve and authorize the
22 submission of an Edward Byrne Memorial Justice Assistance Grant application, and the Chair of
23 the Rock County Board of Supervisors is hereby authorized to sign all necessary documents on
24 behalf of the County of Rock; and,
25

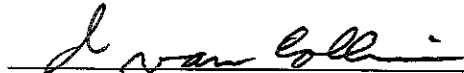
26 **BE IT FURTHER RESOLVED**, that the Chair of the Rock County Board of Supervisors and the
27 County Clerk are hereby directed to execute an Interagency Agreement with the City of Beloit
28 and the City of Janesville that designates Rock County as the grant fiscal agent and specifies
29 how grant proceeds will be shared should the application be funded.
30

12-4C-010

Authorizing Submission of Edward Byrne Memorial Justice Assistance Grant Application and
Authorizing Interagency Agreement with Beloit and Janesville

Respectfully submitted,

Public Safety and Justice Committee



Ivan Collins, Chair



Larry Wiedenfeld, Vice Chair



Mary Beaver



Henry Brill



Brian Knudson

FISCAL NOTE:

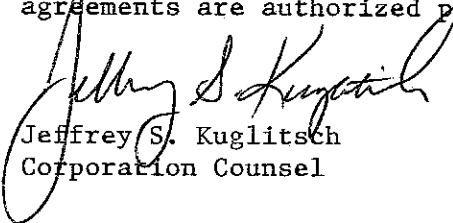
This resolution only authorizes an application for a grant and, therefore, has no fiscal impact at this time. If a grant is awarded, a subsequent resolution would be required to accept the grant and amend the budget.



Sherry Oja
Finance Director

LEGAL NOTE:

The authority to accept grant funds pursuant to sec. 59.52(19), Wis. Stats., necessarily implies the authority to make application for such funds. Intergovernmental agreements are authorized pursuant to § 66.0301, Stats.



Jeffrey S. Kuglitsch
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Craig Knutson
County Administrator

Executive Summary

Rock County, the City of Beloit, and the City of Janesville are eligible to apply for the Edward Byrne Memorial Justice Assistance Grant, commonly referred to as JAG. Based on a formula funding disparity between the county and the cities, the municipalities are required to apply for the award with a single, joint application.

The Rock County Sheriff's Office requests authorization to apply for this grant in the amount of \$40,051. The Bureau of Justice Assistance will be making awards to assist local efforts to prevent or reduce crime and violence.

Rock County will act as the fiscal agent. The responsibilities of the fiscal agent include filing the application, administering and distributing the funds, monitoring the award, and submitting reports, performance measures, and program assessment data.

The grant application process requires an inter-agency agreement to be signed by each jurisdiction's authorized representative. The agreement specifies the fiscal agent and specifies the division of the grant proceeds. The proceeds will be split as follows: Beloit - \$15,800; Janesville - \$16,100; Rock County - \$8,151.

The grant application must be made available for the County Board to review before the application is submitted to BJA. The application will be made public, and an opportunity to comment will be provided to citizens.

THE STATE OF WISCONSIN

KNOW ALL BY THESE PRESENT

COUNTY OF ROCK

INTERLOCAL AGREEMENT BETWEEN THE CITY OF БЕЛОIT,
WISCONSIN, THE CITY OF JANESVILLE, WISCONSIN
AND COUNTY OF ROCK, WISCONSIN

2012 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD (\$40,051)

This Agreement is made and entered into this ____ day of _____, 2012, by and between the County of Rock, acting by and through its governing body, the Rock County Board of Supervisors, hereinafter referred to as COUNTY, the City of Beloit, acting by and through its governing body, the City Council, hereinafter referred to as БЕЛОIT, and the City of Janesville, acting through its governing body, the City Council, hereinafter referred to as JANESVILLE, all of Rock County, State of Wisconsin, witnesseth;

WHEREAS, this Agreement is made under the authority of Section 66.0301, Wis. Stats.; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

WHEREAS, the COUNTY agrees to provide БЕЛОIT \$15,800 from the JAG award for the Crime Prevention/ Equipment Procurement Program and

WHEREAS, the COUNTY agrees to provide JANESVILLE \$16,100 from the JAG award for the Crime Prevention/ Equipment Procurement Program and

WHEREAS, БЕЛОIT, JANESVILLE, and the COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW, THEREFORE, the COUNTY, BELOIT and JANESVILLE agree as follows:

Section 1:

COUNTY agrees to pay BELOIT a total of \$15,800 of JAG funds. Payments will be made quarterly upon receipt of required program data and financial data.

COUNTY agrees to pay JANESVILLE a total of \$16,100 of JAG funds.

Section 2:

COUNTY agrees to use \$8,151 for the Crime Prevention/ Equipment Procurement Program and its administration until the funds are exhausted.

Section 3:

BELOIT and JANESVILLE agree to provide COUNTY with program data and financial data required for reporting purposes, by the last business day of each quarter until their programs are complete.

Section 4:

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the Wisconsin Tort Claims Act.

Section 5:

Nothing in the performance of this Agreement shall impose any liability for claims against BELOIT other than claims for which liability may be imposed by the Wisconsin Tort Claims Act.

Section 6:

Nothing in the performance of this Agreement shall impose any liability for claims against JANESVILLE other than claims for which liability may be imposed by the Wisconsin Tort Act.

Section 7:

All parties to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other parties.

Section 8:

The parties to this Agreement do not intend for any other party to obtain a right by virtue of this Agreement.

Section 9:

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF BELOIT, WISCONSIN

CITY OF JANESVILLE, WISCONSIN

City Manager

City Manager

ATTEST:

ATTEST:

City Clerk

City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

City Attorney

City Attorney

COUNTY OF ROCK, WISCONSIN

J. Russell Podzilni, County Board Chair

ATTEST:

County Clerk

APPROVED AS TO FORM:

Corporation Counsel