

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

Sheriff Robert D. Spoden  
INITIATED BY



Diane Michaelis  
DRAFTED BY

Public Safety and Justice Committee  
SUBMITTED BY

August 15, 2017  
DATE DRAFTED

**AUTHORIZING SUBMISSION OF 2017 EDWARD BYRNE  
MEMORIAL JUSTICE ASSISTANCE GRANT APPLICATION AND  
AUTHORIZING INTERAGENCY AGREEMENT WITH BELOIT AND JANESVILLE**

1 **WHEREAS**, the County of Rock, 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 (JAG) Program for the purpose  
3 of preventing and controlling crime; and,  
4  
5 **WHEREAS**, the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance  
6 has determined that there is a funding disparity between the County and the Cities based on the statutory  
7 JAG formula, and due to the disparity, the County and the Cities are required to apply for the award with  
8 a single, joint application; and,  
9  
10 **WHEREAS**, the Rock County Sheriff, the Beloit Police Chief, and the Janesville Police Chief plan to  
11 make a joint application in the amount of \$32,362; and,  
12  
13 **WHEREAS**, the municipalities have a written agreement that specifies the distribution of funds as \$6,462  
14 for Rock County, \$12,700 for Beloit, and \$13,200 for Janesville; and,  
15  
16 **WHEREAS**, the written agreement designates the Rock County Sheriff's Office as the grant applicant  
17 and fiscal agent; and,  
18  
19 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors duly assembled  
20 this 14<sup>th</sup> day of September, 2017, does hereby approve and authorize the submission of an Edward  
21 Byrne Memorial Justice Assistance Grant application, and the Chair of the Rock County Board of  
22 Supervisors is hereby authorized to sign all necessary documents on behalf of the County of Rock; and,  
23  
24 **BE IT FURTHER RESOLVED**, that the Chair of the Rock County Board of Supervisors and the County  
25 Clerk are hereby directed to execute an Interagency Agreement with the City of Beloit and the City of  
26 Janesville that designates Rock County as the grant fiscal agent and specifies how grant proceeds will be  
27 shared should the application be funded.

17-9A-347

Respectfully submitted,

PUBLIC SAFETY AND JUSTICE COMMITTEE

Mary Beaver  
Mary Beaver, Chair

Henry Brill  
Henry Brill, Vice Chair

Terry Fell  
Terry Fell

Brian Knudson  
Brian Knudson

Phillip Owens  
Phillip Owens

Authorizing Submission of 2017 Edward Byrne Memorial Justice Assistance Grant Application and  
Authorizing Interagency Agreement with Beloit and Janesville  
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FISCAL NOTE:

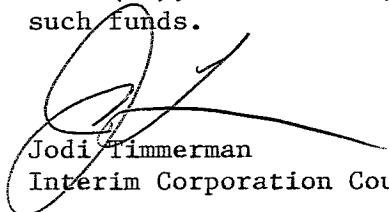
This resolution only authorizes an application for a grant and therefore has no fiscal impact at this time. If a grant is awarded, a subsequent resolution would be required to accept the grant and amend the budget.



Sherry Oja  
Finance Director

LEGAL NOTE:

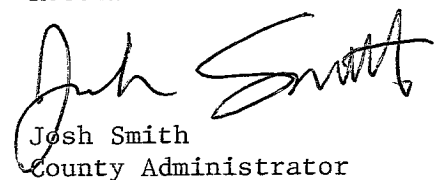
The County Board is authorized to take this action pursuant to secs. 59.01, 59.51 and 66.0301, Wis. Stats. The authority to accept grant funds pursuant to sec. 59.52(19), Wis. Stats., necessarily implies the authority to make application for such funds.



Jodi Timmerman  
Interim Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.



Josh Smith  
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 plans to apply for this grant in the amount of \$32,362. 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 divided as follows:

Beloit	\$ 12,700
Janesville	\$ 13,200
Rock County	\$ <u>6,462</u>
Total	\$ 32,362

The Sheriff's Office intends to purchase a speed trailer with their portion of the grant funds.

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

THE STATE OF WISCONSIN  
COUNTY OF ROCK

KNOW ALL BY THESE PRESENT

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

2017 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD (\$32,362)

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, 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, witnessed;

**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 \$12,700 from the JAG award for the Crime Prevention/ Equipment Procurement Program and

**WHEREAS**, the COUNTY agrees to provide JANESVILLE \$13,200 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 \$12,700 of JAG funds.

COUNTY agrees to pay JANESVILLE a total of \$13,200 of JAG funds.

Section 2:

COUNTY agrees to use \$6,462 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 fifteenth business day of each quarter until their programs are complete.

Section 4:

All parties to this Agreement shall be responsible for their own actions in providing services under this Agreement. This Agreement represents a cooperative effort by the parties to serve the interests of each party and their constituents. Each party to this Agreement agrees to fully and in all respects indemnify, defend and hold harmless, the other parties from and against any and all claims and liability, including reasonable attorneys' fees, resulting from all acts, errors, omissions, or other conduct of the indemnifying party, its employees, boards, commissions, agencies, officers and representatives. Each party shall be responsible for the consequences of its own acts, errors or omissions and those of its employees, agents, boards, commissions, agencies, officers and representatives.

Section 5:

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

Section 6:

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 Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

COUNTY OF ROCK, WISCONSIN

\_\_\_\_\_  
County Board Chair

ATTEST:

\_\_\_\_\_  
County Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Corporation Counsel

CITY OF JANESVILLE, WISCONSIN

\_\_\_\_\_  
City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney