

**RESOLUTION  
ROCK COUNTY BOARD OF SUPERVISORS**

Sheriff Robert D. Spoden  
INITIATED BY



Diane Michaelis  
DRAFTED BY

Public Safety and Justice Committee  
SUBMITTED BY

June 28, 2011  
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 apply
- 2 for funds from the Edward Byrne Memorial Justice Assistance Grant Program (JAG) for the purpose of
- 3 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 Assistance
- 6 has determined that there is a funding disparity between the cities and the county based on the statutory
- 7 JAG formula, the cities and the county are required to apply for the award with a single, joint application;
- 8 and,
- 9
- 10 **WHEREAS**, the Rock County Sheriff, the Beloit Police Chief, and the Janesville Police Chief wish to
- 11 make a joint application for \$47,128; and,
- 12
- 13 **WHEREAS**, the Departments have a written agreement that specifies the distribution of funds and
- 14 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 make a joint
- 17 application, to submit a signed, written agreement as part of the grant application process.
- 18
- 19 **NOW, THEREFORE, BE IT RESOLVED** that the Rock County Board of Supervisors duly assembled
- 20 this 14<sup>th</sup> day of July, 2011, 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
- 25 County Clerk are hereby directed to execute an Interagency Agreement with the City of Beloit and the
- 26 City of Janesville that designates Rock County as the grant fiscal agent and specifies how grant proceeds
- 27 will be shared should the application be funded.
- 28

11-7A-421

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


Page 2

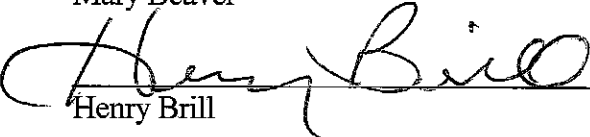
Respectfully submitted,

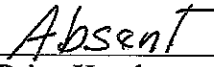
**Public Safety and Justice Committee**

  
Ivan Collins, Chair

  
Larry Wiedenfeld, Vice Chair

  
Mary Beaver

  
Henry Brill

  
Brian Knudson

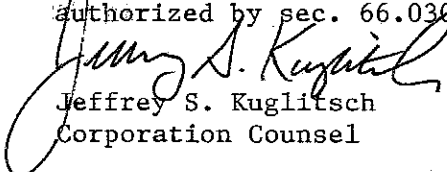
FISCAL NOTE:

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.

  
Jeffrey A. Smith  
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. Agreement is authorized by sec. 66.0301, Wis. 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 \$47,128. 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 - \$18,900; Janesville - \$18,800; Rock County - \$9,429.

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  
 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

2011 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD (\$47,128)

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011, 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 \$18,900 from the JAG award for the Crime Prevention/ Equipment Procurement Program and

**WHEREAS**, the COUNTY agrees to provide JANESVILLE \$18,800 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 \$18,900 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 \$18,800 of JAG funds.

Section 2:

COUNTY agrees to use \$9,428 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 БЕЛОIT, 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