

**** SPECIAL MEETING ****
Please Note Change in Date, Time, and Room

AGENDA
PUBLIC SAFETY & WELFARE COMMITTEE MEETING
Kenosha Municipal Building - Room 202
Monday, June 1, 2015 - 6:45 pm

Chairman:	Rocco J. LaMacchia, Sr	Vice Chairman:	Jack Rose
Aldersperson:	Kurt Wicklund	Aldersperson:	Scott N. Gordon
Aldersperson:	Keith W. Rosenberg		

Call to Order
Roll Call

1. BJA FY 2015 Edward Byrne Memorial Justice Assistance Grant (*JAG*) Program Intergovernmental Agreement by and between the City of Kenosha, Wisconsin and the County of Kenosha, Wisconsin. (*Also referred to Finance Committee*)

**CITIZEN COMMENTS/ALDERPERSON COMMENTS/OTHER BUSINESS AS AUTHORIZED BY LAW
PERTAINING TO PUBLIC SAFETY& WELFARE MATTERS AS AUTHORIZED BY LAW**

IF YOU ARE DISABLED AND NEED ASSISTANCE, PLEASE CALL 653-4050 BEFORE THIS MEETING

NOTICE IS HEREBY GIVEN THAT A MAJORITY OF THE MEMBERS OF THE COMMON COUNCIL MAY BE PRESENT AT THE MEETING, AND ALTHOUGH THIS MAY CONSTITUTE A QUORUM OF THE COMMON COUNCIL, THE COUNCIL WILL NOT TAKE ANY ACTION AT THIS MEETING.

GMS APPLICATION NUMBER 2015-H2167-WI-DJ

BJA FY 2015 EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
INTERGOVERNMENTAL AGREEMENT

By And Between

THE CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation,

and

THE COUNTY OF KENOSHA, WISCONSIN,
A Wisconsin Quasi-Municipal Corporation

THIS AGREEMENT is made and entered into by and between the CITY OF KENOSHA, WISCONSIN, a Wisconsin municipal corporation organized and existing under the laws of the State of Wisconsin, and with offices located at 625 - 52nd Street, Kenosha, Wisconsin 53140 (hereinafter **“CITY”**), and the COUNTY OF KENOSHA, WISCONSIN, a Wisconsin quasi-municipal corporation organized and existing under the laws of the State of Wisconsin, and with offices located at 1010 - 56th Street, Kenosha, Wisconsin 53140 (hereinafter **“COUNTY”**).

WHEREAS, CITY, and COUNTY, maintain separate, and independent, law enforcement agencies in the performance of their respective governmental functions, which agencies are fully funded from current revenues legally available to the parties; and,

WHEREAS, CITY has made application (NUMBER 2015-H2167-WI-DJ) for a Grant, under the 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) Program, administered by the United States Department of Justice, Office of Justice Programs; and,

WHEREAS, the proposed Grant, as provided by the United States Department of Justice, Office of Justice Programs, stipulates that funds are to be allocated to the CITY, and COUNTY, and that the award be approved and accepted by the respective governing bodies; and

WHEREAS, the CITY, and COUNTY, find the acceptance of the 2015 Edward Byrne Justice Assistance Grant in the amount of \$28,998.00 and the allocation of Grant funds to be in the public interest and the best interest of all parties.

W I T N E S S E T H:

NOW, THEREFORE, in consideration of the mutual undertakings and agreements herein set forth, CITY, and COUNTY agree as follows:

SECTION I

CITY agrees to pay COUNTY a total sum of Eleven Thousand Five Hundred Ninety Eight (\$11,598) Dollars of JAG funds.

SECTION II

COUNTY agrees to use a total sum of Eleven Thousand Five Hundred Ninety Eight (\$11,598) Dollars of JAG funds for the Law Enforcement Program for the period of October 01, 2014 to September 30, 2018.

SECTION III

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 laws of the State of Wisconsin.

SECTION IV

Nothing in the performance of this Agreement shall impose any liability for claims against CITY other than claims for which liability may be imposed by the laws of the State of Wisconsin.

SECTION V

CITY and COUNTY will be responsible for their 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 party.

SECTION VI

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

SECTION VII

By entering into this Agreement, CITY, and COUNTY do not intend to create any obligations, express or implied, other than those set forth herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

SECTION VIII

CITY and COUNTY certify that they have authority under their respective organizational structure and governing laws to accept the Byrne Justice Assistance Grant and execute this Agreement. This Agreement was approved by the Common Council of CITY at a duly noticed and convened meeting held on the ___ day of _____, 2015. This Agreement was approved by the Board of Supervisors of COUNTY at a duly noticed and convened meeting held on the ___ day of _____, 2015.

IN WITNESS WHEREOF, the parties hereto have herein executed this Agreement on the dates below given.

CITY OF KENOSHA, WISCONSIN,
A Wisconsin Municipal Corporation

BY: _____

Keith Bosman, Mayor

Date: _____

BY: _____

Debra Salas,

City Clerk/Treasurer

Date: _____

STATE OF WISCONSIN)

: SS.

COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2015, Keith Bosman, Mayor, and Debra Salas, City Clerk/Treasurer, of the CITY OF KENOSHA, WISCONSIN, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said City, by its authority.

Notary Public, Kenosha County, WI.

My Commission expires/is: _____

COUNTY OF KENOSHA, WISCONSIN,
A Wisconsin Quasi-Municipal Corporation

BY: _____

Jim Kreuser, County Executive

Date: _____

BY: _____

Mary T. Schuch-Krebs, County Clerk

Date: _____

By: _____

David Beth – Kenosha County Sheriff

Date: _____

STATE OF WISCONSIN)

: SS.

COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, 2015, Jim Kreuser, County Executive, and Mary T. Schuch-Krebs, County Clerk, and David Beth, Sheriff of the COUNTY OF KENOSHA, WISCONSIN, a Wisconsin quasi-municipal corporation, to me known to be such County Executive and County Clerk and Sheriff of said quasi-municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said County, by its authority.

Notary Public, Kenosha County, WI.

My Commission expires/is: _____

2015 WISCONSIN LOCAL JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2015 JAG funding, as determined by the JAG formula. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the updated JAG Technical report: <https://www.bja.gov/Publications/JAGTechRpt.pdf>. For JAG Frequently Asked Questions, please refer to BJA's JAG webpage: <https://www.bja.gov/Funding/JAGFAQ.pdf>.

Finding your jurisdiction: (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county. (2) Eligible individual allocations are listed alphabetically below the shaded, disparate groupings. Counties that have an asterisk (*) under the "Eligible Individual Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU.

State	Jurisdiction Name	Government Type	Direct Allocation	Joint Allocation
WI	BROWN COUNTY	County	*	
WI	GREEN BAY CITY	Municipal	\$51,299	\$51,299
WI	DANE COUNTY	County	*	
WI	MADISON CITY	Municipal	\$91,272	\$91,272
WI	EAU CLAIRE COUNTY	County	*	
WI	EAU CLAIRE CITY	Municipal	\$13,044	\$13,044
WI	FOND DU LAC COUNTY	County	*	
WI	FOND DU LAC CITY	Municipal	\$16,971	\$16,971
WI	KENOSHA COUNTY	County	*	
WI	KENOSHA CITY	Municipal	\$28,998	\$28,998
WI	LA CROSSE COUNTY	County	*	
WI	LA CROSSE CITY	Municipal	\$15,007	\$15,007
WI	MARATHON COUNTY	County	*	
WI	WAUSAU CITY	Municipal	\$11,501	\$11,501
WI	MILWAUKEE COUNTY	County	*	
WI	MILWAUKEE CITY	Municipal	\$798,165	
WI	WEST ALLIS CITY	Municipal	\$20,548	\$818,713
WI	OUTAGAMIE COUNTY	County	*	
WI	APPLETON CITY	Municipal	\$21,389	\$21,389
WI	RACINE COUNTY	County	*	
WI	RACINE CITY	Municipal	\$34,889	\$34,889
WI	ROCK COUNTY	County	*	
WI	BELOIT CITY	Municipal	\$14,166	
WI	JANESVILLE CITY	Municipal	\$18,023	\$32,189
WI	SHEBOYGAN COUNTY	County	*	
WI	SHEBOYGAN CITY	Municipal	\$15,183	\$15,183
WI	WAUKESHA COUNTY	County	*	

WI	WAUKESHA CITY	Municipal	\$10,134	\$10,134
WI	WINNEBAGO COUNTY	County	*	
WI	OSHKOSH CITY	Municipal	\$18,409	\$18,409
Local total			\$1,178,998	