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Res. No. 35 - 22 - 23. By Alderpersons Felde and Ackley. July 5, 2022.

A RESOLUTION authorizing application for the Edward Byrne Memorial Justice Assistance Grant (JAG) Program Fiscal Year 2022 Local Solicitation and entering into a Memorandum of Understanding with Sheboygan County.

WHEREAS, the City of Sheboygan and Sheboygan County have the opportunity to obtain a federal local solicitation grant in the total amount of \$18,499 funded through the Edward Byrne Memorial Justice Assistance Grant Program, which is the primary provider of federal criminal justice funding to state and local jurisdictions; and

WHEREAS, in order to obtain the grant in the amount of \$18,499, it is necessary for the County to submit an application through the Justice Assistance Grant Award Program to be used for law enforcement equipment or resources and for the County to enter into a Memorandum of Understanding with the City of Sheboygan for the sharing of grant proceeds and the equipment purchase therewith under terms similar to previous memoranda of understanding with the City of Sheboygan for previous similar grant award sharing; and

WHEREAS, the funding received would be 100% from federal sources with no state or local match requirement.

NOW, THEREFORE, BE IT RESOLVED: That the City of Sheboygan Common Council authorizes the Mayor and Chief of Police to execute the 2022 Justice Assistance Grant Program Award Memorandum of Understanding between the City of Sheboygan and the County of Sheboygan, for the funds and equipment purchased therewith to be shared with the County of Sheboygan, a copy of which is attached hereto.

LHPS

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**FISCAL YEAR 2022 JUSTICE ASSISTANCE GRANT (JAG)  
PROGRAM AWARD  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF SHEBOYGAN AND  
THE COUNTY OF SHEBOYGAN  
(Local Solicitation)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of September, 2022, by and between the City of Sheboygan, acting by and through its governing body, and the County of Sheboygan, by and through its governing body (hereinafter referred to as CITY and COUNTY, respectively), both of Sheboygan County, State of Wisconsin,

**WITNESSETH**

**WHEREAS**, this Agreement is made under the authority of the intergovernmental cooperation statute, Wis. Stat. § 66.0301; and

**WHEREAS**, each governing body finds that the performance of this Agreement is in the best interests of both parties and that the undertaking will benefit the public; and

**WHEREAS**, CITY agrees COUNTY will be the fiscal agent for the fiscal year 2022 Justice Assistance Grant ("JAG") Program funds (local solicitation) award; and

**WHEREAS**, CITY and COUNTY believe it to be in their best interests to allocate the JAG funds for certain equipment for the City Police Department and the County Sheriff's Department, respectively.

**NOW, THEREFORE**, CITY and COUNTY agree as follows:

Section 1. CITY agrees COUNTY will be the fiscal agent for the fiscal year 2022 JAG program funds (local solicitation) and COUNTY shall be responsible for providing results measuring data as required under the Government Performance and Results Act of 1993 (GPRA), and the GPRA Modernization Act of 2010, P.L. 111-352. CITY will cooperate with COUNTY in protecting such data in its possession to allow COUNTY to fulfill these requirements.

Section 2. COUNTY and CITY agree to split the grant funds as follows and share the equipment purchased therewith as mutually agreed between the City Police Department and the County Sheriff's Department for law enforcement equipment:

Grant Total	\$18,499.00
City Portion	9,224.50
County Portion	9,224.50

Section 3. CITY and COUNTY agree to defend, hold harmless, and indemnify the other against any and all claims, liabilities, damages, judgments, causes of action, costs, loss and expense, including reasonable attorneys' fees, imposed upon or incurred by the other party arising from or related to the negligent or intentionally tortuous acts or omissions of the indemnifying party's officers, employees, or agents in performing the

services pursuant to this agreement including any liability arising as a result of a failure to comply with the legal requirements the parties agreed to adhere to upon acceptance of an award, all as summarized at [www.ojp.usdoj.gov/funding/otherequirements.htm](http://www.ojp.usdoj.gov/funding/otherequirements.htm). Each party shall promptly notify the other of any claim arising under this provision and each party shall fully cooperate with the other in the investigation, resolution, and defense of such claim.

Section 4. Each party 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 party.

Section 5. By entering into this Agreement, the parties do not intend to create any obligations, express or implied, other than those set out herein and, further, this Agreement shall not create any rights in any party not a signatory hereto.

APPROVED by the parties through signature of the following officials:

**CITY OF SHEBOYGAN:**

\_\_\_\_\_  
Ryan J. Sorenson, Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Christopher Domagalski, Chief of Police

\_\_\_\_\_  
Date

**COUNTY OF SHEBOYGAN:**

\_\_\_\_\_  
Vernon Koch, County Board Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Steve Steinhardt, Emergency Management  
Director

\_\_\_\_\_  
Date

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