



Judiciary and Law Enforcement Committee Agenda
Kenosha County Administration Building
Virtual Only
Wednesday, March 3rd, 2021 at 6:30 p.m.

NOTE: UNDER THE KENOSHA COUNTY BOARD RULES OF PROCEDURE ANY REPORT, RESOLUTION, ORDINANCE OR MOTION APPEARING ON THIS AGENDA MAY BE AMENDED, WITHDRAWN, REMOVED FROM THE TABLE, RECONSIDERED OR RESCINDED IN WHOLE OR IN PART AT THIS OR AT FUTURE MEETINGS. NOTICE OF SUCH MOTIONS TO RECONSIDER OR RESCIND AT FUTURE MEETINGS SHALL BE GIVEN IN ACCORDANCE WITH SECTION 2 C OF THE COUNTY BOARD RULES. FURTHERMORE, ANY MATTER DEEMED BY A MAJORITY OF THE BOARD TO BE GERMANE TO AN AGENDA ITEM MAY BE DISCUSSED AND ACTED UPON DURING THE COURSE OF THIS MEETING AND ANY NEW MATTER NOT GERMANE TO AN AGENDA ITEM MAY BE REFERRED TO THE PROPER COMMITTEE. ANY PERSON WHO DESIRES THE PRIVILEGE OF THE FLOOR PRIOR TO AN AGENDA ITEM BEING DISCUSSED SHOULD REQUEST A COUNTY BOARD SUPERVISOR TO CALL SUCH REQUEST TO THE ATTENTION OF THE BOARD CHAIRMAN

1. CALL TO ORDER BY CHAIRMAN
2. ROLL CALL
3. CITIZEN'S COMMENTS

The committee is meeting virtually. The meeting will be accessible for public monitoring by calling **1-408-418-9388** and using Access Code **(187 403 9478)**. Citizens wishing to make a public comment may submit such comments in writing to before 4:00 pm on Monday March 1st, 2021. They will be provided electronically to the members of the committee and made part of the minutes.

4. SUPERVISOR COMMENTS
5. CHAIRMAN COMMENTS
6. APPROVAL OF MINUTES FROM FEBRUARY 3RD, 2021
7. RESOLUTION FROM THE KENOSHA COUNTY SHERIFF'S DEPARTMENT

- FY2020 Solicited Law Enforcement Award Grant

Documents:

[FY2020 SOLICITED LAW ENFORCEMENT AWARD GRANT.PDF](#)

8. KSD UPDATE ON BODY CAMERAS
9. ANY OTHER BUSINESS ALLOWED BY LAW
10. ADJOURNMENT

A Quorum of Other Committees or of the County Board May be Present.

**Kenosha County
Administrative Proposal Form**

1. Proposal Overview

Division: Law Enforcement Department: SHERIFF

Proposal Summary (attach explanation and required documents):

A resolution to accept \$400,000.00 of grant funds offered by the United States Department of Justice, Office of Justice Programs.

This is a grant that was offered to the City of Kenosha whereby the County of Kenosha is considered a disparate jurisdiction and will share the grant funds awarded by an agreement between the City and County.

The total funds offered to the City of Kenosha is \$1,000,000.00.

This resolution recognizes \$400,000.00, a 60/40 split of the funds to be used to reimburse for unbudgeted expenses incurred during the Civil Unrest.

Dept./Division Head Signature:  Date: 2-11-21

2. Department Head Review

Comments:

Recommendation: Approval Non-Approval

Department Head Signature:  Date: 2-11-21

3. Finance Division Review

Comments:

Recommendation: Approval Non-Approval

Finance Signature:  Date: 2/19/21

4. County Executive Review

Comments:

Action: Approval Non-Approval

Executive Signature:  Date: 2/23/21

Revised 01/11/2001 (5/10/01)

DISTRIBUTION

- Original Returned to Requesting Dept.
- Department attaches the Original to the Resolution to County Board
- Copy to Secretary of Oversight Committee to distribute in packets with Resolution
- Copy to Requesting Department File

**KENOSHA COUNTY
BOARD OF SUPERVISORS
RESOLUTION NO. _____**

| | | | |
|---|------------------------------------|---|--------------------------------------|
| Subject: FY2020 Solicited Law Enforcement Award Grant | | | |
| Original <input checked="" type="checkbox"/> | Corrected <input type="checkbox"/> | 2 nd Correction <input type="checkbox"/> | Resubmitted <input type="checkbox"/> |
| Date Submitted: March 16, 2021 | | Date Resubmitted | |
| Submitted By: Judiciary & Law Enforcement Committee & Finance/Administration Committee | | | |
| Fiscal Note Attached: X | | Legal Note Attached <input type="checkbox"/> | |
| Prepared By: Bill Beth, Captain of Field Operations | | Signature: <i>Art. Beth 103</i> | |

WHEREAS, the Kenosha County Sheriff's Department has been awarded \$400,000 from the FY2020 Solicited Law Enforcement program through the US Department of Justice, Bureau of Justice Assistance, and

WHEREAS, these funds have been made available to the Kenosha County Sheriff's Department through a Memorandum of Understanding (MOU) of an agreed upon 60/40 split of the amount awarded to the City of Kenosha totalling \$1,000,000, and

WHEREAS, the funds earmarked for the Sheriff's Department will be used to pay for unbudgeted expenses incurred during Civil Unrest in 2020, and

WHEREAS, the spending period for this award begins on August 1, 2020 and expires on July 31, 2021, and

WHEREAS, the City of Kenosha is the fiduciary of this grant program, responsible for the application and subsequent financial and programmatic reporting to the federal Bureau of Justice Assistance and will, upon request, reimburse the Sheriff's Department for the expenditures herein, and

WHEREAS, this grant will not require a local match of funds, and

WHEREAS, this budget modification will not require any additional tax levy dollars.

NOW, THEREFORE BE IT RESOLVED, that the Kenosha County Board of Supervisors accept the 2020 Solicited Law Enforcement grant award of \$400,000; modifying revenue and expenditure as per the budget modification form, which is incorporated herein by reference;

THEREFORE BE IT FUTHER RESOLVED, that the County Executive and/or Sheriff David Beth, or their lawful designees, are hereby authorized to sign all documents necessary to accept the 2020 Solicited Law Enforcement grant award, including but not limited to the MOU, a copy of which is attached hereto.

Note: This resolution requires no funds from the general fund. It increases revenues by \$400,000 and increases expenditures by \$400,000.

Subject: FY2020 Solicited Law Enforcement Award Grant

Original

Corrected

2nd Correction

Resubmitted

Date Submitted: March 16, 2021

Date Resubmitted

Submitted By: **Judiciary & Law Enforcement Committee & Finance/Administration Committee**

Respectfully Submitted,
JUDICIARY AND LAW ENFORCEMENT COMMITTEE

| | <u>Aye</u> | <u>No</u> | <u>Abstain</u> | <u>Excused</u> |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| _____ Supervisor Boyd Frederick, Chair | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ Supervisor David Celebre, Vice Chair | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ Supervisor Jeff Wamboldt | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ Supervisor Laura Belsky | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ Supervisor Mark Nordigian | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ Supervisor Sharon Pomaville | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ Supervisor Jerry Gulley | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

FINANCE/ADMINISTRATION COMMITTEE

| | <u>Aye</u> | <u>No</u> | <u>Abstain</u> | <u>Excused</u> |
|---|--------------------------|--------------------------|--------------------------|--------------------------|
| _____ Supervisor Terry Rose, Chair | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ Supervisor Jeffrey Gentz, Vice Chair | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ Supervisor Ron Frederick | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ Supervisor Jeff Wamboldt | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ Supervisor Ed Kubicki | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ Supervisor Monica Yuhas | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| _____ Supervisor John Franco | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

KENOSHA COUNTY EXPENSE/REVENUE BUDGET MODIFICATION FORM

Prepared:

DEPT/DIVISION: **SHERIFF** 2020

| | |
|------------------|------------------|
| DOCUMENT # _____ | G/L DATE _____ |
| BATCH # _____ | ENTRY DATE _____ |

PURPOSE OF BUDGET MODIFICATION (REQUIRED): Increase Expense and Revenue budgets by \$400,000 to acknowledge anticipated award for the 2020 Solicited Law Enforcement Grant through the City of Kenosha.

| (1) MAIN ACCOUNT DESCRIPTION EXPENSES | (2) | | | | | | BUDGET CHANGE REQUESTED | | (5) ADOPTED BUDGET | (6) CURRENT BUDGET | (7) ACTUAL EXPENSES | AFTER TRANSFER | |
|--|------|----------|--------------|-----------|---------|-------------|-------------------------|----------------------|--------------------------|--------------------------|---------------------------|--------------------------|-----------------------------|
| | FUND | DIVISION | SUB-DIVISION | MAIN ACCT | PROJECT | SUB-PROJECT | (3) | (4) | | | | (8) REVISED BUDGET | (9) EXPENSE BAL AVAIL |
| | | | | | | | EXPENSE INCREASE (+) | EXPENSE DECREASE (-) | | | | | |
| Overtime | 100 | 210 | 2130 | 511200 | | | 79,277 | | 476,000 | 510,523 | 992,937 | 589,800 | -403,137 |
| FICA | 100 | 210 | 2130 | 515100 | | | 6,065 | | 476,637 | 480,221 | 485,867 | 486,286 | 418 |
| Retirement | 100 | 210 | 2130 | 515200 | | | 14,658 | | 878,709 | 886,687 | 954,820 | 901,345 | -53,474 |
| Officers Equipment | 100 | 210 | 2130 | 534700 | | | 300,000 | | 5,000 | 5,000 | 245,445 | 305,000 | 59,555 |
| EXPENSE TOTALS | | | | | | | 400,000 | 0 | 1,836,346 | 1,882,431 | 2,679,069 | 2,282,431 | -396,638 |

| REVENUES | FUND | DIVISION | SUB-DIVISION | MAIN ACCT | | REVENUE | | ADOPTED BUDGET | CURRENT BUDGET | REVISED BUDGET |
|------------------------|------|----------|--------------|-----------|--|--------------|--------------|----------------|----------------|----------------|
| | | | | | | DECREASE (+) | INCREASE (-) | | | |
| JAG-US Dept of Justice | 100 | 210 | 2130 | 442795 | | | 400,000 | 0 | 46,085 | 446,085 |
| REVENUE TOTALS | | | | | | 0 | 400,000 | 0 | 0 | 0 |

COLUMN TOTALS (EXP TOTAL + REV TOTAL)

| | |
|---------|---------|
| 400,000 | 400,000 |
|---------|---------|

PREPARED BY: Jasleen Jans DIVISION HEAD: Ch. B. Kelly + 103 DATE: 2-11-21
 DEPARTMENT HEAD: Chief Scott Muff DATE: 2-11-21
 FINANCE DIRECTOR: Don W. Jones DATE: 2-19-21
 COUNTY EXECUTIVE: Tim R. Blaser DATE: 2/23/21

- Please fill in all columns:
 (1) & (2) Main Account information as required
 (3) & (4) Budget change requested
 (5) Original budget as adopted by the board
 (6) Current budget (original budget w/past mods.)
 (7) Actual expenses to date
 (8) Budget after requested modifications
 (9) Balance available after transfer (col 8 - col 7).

SEE BACK OF FORM FOR REQUIRED LEVELS OF APPROVAL FOR BUDGET MODIFICATION.

GMS APPLICATION NUMBER 2020-H9407-WI-DG

FY 2020 Solicited Law Enforcement

INTERGOVERNMENTAL AGREEMENT

By And Between

THE CITY OF KENOSHA, WISCONSIN,

A Wisconsin Municipal Corporation

And

THE COUNTY OF KENOSHA, WISCONSIN,

A Wisconsin 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 municipal corporation organized and existing under the laws of the State of Wisconsin, and with the 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 2020-H9407-WI-DG) for a Grant, under the 2020 Solicited Law Enforcement 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 2020 Solicited Law Enforcement Grant in the amount of \$1,000,000.00 and the allocation of Grant funds to be in the public interest and best interest of all parties.

WITNESSETH:

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 lump sum of Four Hundred Thousand (\$400,000.00) Dollars of these solicited funds. The division of these funds between the City and the County is consistent with other grant awards and programs such as the Edward Byrne Memorial Justice Assistance Grant Program ("JAG" Program) administered through the United States Department of Justice, Office of Justice Programs.

SECTION II

CITY agrees to use the total sum of Six Hundred Thousand (\$600,000) of Solicited Law Enforcement funds for the City of Kenosha Law Enforcement Programs and reimbursement of unbudgeted expenses for the period of August 1, 2020 to July 31, 2021. COUNTY agrees to use a total sum of Four Hundred Thousand (\$400,000) Dollars of Solicited Law Enforcement funds for the Kenosha County Law Enforcement Programs and reimbursement of unbudgeted expenses for the period of August 1, 2020 to July 31, 2021.

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 the 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

The CITY and COUNTY each agree to comply with any reporting requirements of the Solicited Law Enforcement Assistance Grant and to comply with all state and federal laws, rules and regulations and program policies applicable to this Grant. 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 Solicited Law Enforcement 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 _____, 2021. This Agreement was approved by the Board of Supervisors of COUNTY at a duly noticed and convened meeting held on the _____ day of _____, 2021.

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: _____

John Antaramian, Mayor

Date: _____

BY: _____

Matt Krauter, City Clerk/ Treasurer

Date: _____

STATE OF WISCONSIN)

: SS.

COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2021, John Antaramian, Mayor, and Matt Krauter, 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 Municipal Corporation

BY: _____

Jim Kreuser, County Executive

Date: _____

BY: _____

Regi Bachochin, County Clerk

Date: _____

BY: _____

David Beth, Kenosha County Sheriff

Date: _____

STATE OF WISCONSIN)

: SS.

COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 2021, Jim Kreuser, County Executive, and Regi Bachochin, County Clerk, and David Beth, Sheriff of the COUNTY OF KENOSHA, WISCONSIN, a Wisconsin 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: _____