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GMS APPLICATION NUMBER:

THE STATE OF WISCONSIN

COUNTY OF RACINE

INTERLOCAL AGREEMENT

**BETWEEN THE CITY OF RACINE (POLICE DEPARTMENT)
AND RACINE COUNTY (SHERIFF'S DEPARTMENT)**

2005 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 27th day of June, 2008 by and between The COUNTY of RACINE, acting by and through its governing body, the County Board, hereinafter referred to as COUNTY, and the CITY of RACINE, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of RACINE COUNTY, State of WISCONSIN, witnesseth:

WHEREAS, this Agreement is made under the authority of the CITY and COUNTY:

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 both 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 CITY agrees to provide the COUNTY 50% of the JAG award for the Program: and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

CITY agrees to allocate a total of \$12,977.50 of the allotted \$25,955.00 in JAG funds to the Racine County Sheriff's Department.

Section 2.

COUNTY agrees to use the above-listed funds for COURTROOM SECURITY until December 31, 2009.

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Section 3.

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 Tort Claims Act.

Section 4.

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 Tort Claims Act.

Section 5.

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 6.

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

Section 7.

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.

Section 8.

The City of Racine Finance Department will serve as the fiscal agent for all funds distributed under this funding initiative.

CITY OF RACINE, COUNTY OF RACINE

Gary Becker
City of Racine

William McReynolds
County Executive

Date: _____

Date: _____

*By law, the District Attorney's Office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contracts or legal document on behalf of other parties. Our view of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval and should seek review and approval by their own respective attorney(s).