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The County does not prepay for services. Draft the contract to require the Contractor to invoice the County once services are provided. Will this contract be fully signed before work is performed? X YES NO Is Supplier certified as: DBE? YES MBE? YES YES Karen Loebel 12/26/23 Deputy District Attorney	Does this co	ntract	require paymen	t before s	services a	re render	ed?					YES	Х	NO	
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office of the district attorney Milwaukee County

JOHN T. CHISHOLM · District Attorney

Chief Deputy Kent L. Lovern, Deputies Lovell Johnson, Jr., Jeffrey J. Altenburg, Karen A. Loebel, Elisabeth Mueller, Matthew J. Torbenson, Bruce J. Landgraf

2024 Intergovernmental Agreement between the Milwaukee County District Attorney's Office and the West Allis Police Department

2024 Reimbursement Procedure for MMDEG Task Force Participation

In November of 2004, the Supervisory Commission of the Milwaukee Metropolitan Drug Enforcement Group (MMDEG) voted to transfer administrative and fiscal responsibility for the MMDEG grant from the Sheriff's Office to the District Attorney's office, effective January 1, 2005. The Sheriff's Office had served as the fiscal and administrative director of the MMDEG grant from 1999-2004, succeeding the District Attorney's Office, which served in that role from 1989-98.

This intergovernmental agreement, under Wis. Stat. § 66.0301 and the 2024 county budget, authorizes the District Attorney's office to reimburse municipal police departments for the salaries and fringe benefits of police officers assigned full-time to MMDEG. This reimbursement to municipal police departments is offset entirely by federal and state revenue from the 2021 and 2022 JAG Drug Task Force Grants (Grant ID numbers 17874 and 18546, for calendar years 2023 and 2024, respectively) from the Wisconsin Department of Justice (WIDOJ); it has no tax levy effect.

In 2024, the West Allis Police Department will assign one police officer to work full-time in the MMDEG police unit. The District Attorney's office will reimburse the West Allis Police Department for approximately 34 percent of the straight-time salary and fringe benefits of its officer, up to a maximum reimbursement of \$46,824, provided MMDEG grant funds are available in that amount, as authorized in the 2024 county budget, and as contained in the 2024 MMDEG grant budget, which was approved by the MMDEG Supervisory Commission on November 7, 2023.

The obligations under this agreement are contingent upon the award of a grant by the WIDOJ in the amount of \$543,365 in connection with an application identified as "2022 JAG Drug Task Force Grant ID 18546." That award, which is for calendar year 2024, is comprised of funds from two sources: federal funds from the US Department of Justice, Edward Byrne Memorial Justice Assistance Grant (Byrne JAG) Program, and state penalty assessment dollars. The federal portion, \$321,147, comprises approximately 60 percent of the grant award; the state penalty assessment portion, \$222,218, makes up approximately 40 percent. WIDOJ will not receive the FY 2024 Byrne JAG award from the U.S. Department of Justice (USDOJ) until about May of 2024. WIDOJ will make the state penalty assessment portion of the grant award available on January 1, 2024. The parties anticipate that the penalty assessment portion of the award will fund the MMDEG project until mid-to-late May 2024. However, funding under this contract, and District Attorney reimbursement for the costs of the West Allis officer assigned to MMDEG, will end in the event that WIDOJ does not receive the federal Byrne JAG award by the point that the state penalty assessment funds run out. Page 2

The West Allis Police Department will submit monthly claims to the District Attorney's office for reimbursement of approximately one-twelfth of the amount authorized for reimbursement for the straight-time salary and fringe benefits of its officers, provided MMDEG grant funds are available for the entire year. For 2024, the monthly claim will be \$3902.00 (\$46,824/ 12 = \$3902). The claims will be reviewed and approved by the MMDEG police director to verify the hours worked by the officers before payment by the District Attorney's office.

MMDEG is not a legal entity or governmental body corporate; rather, it is a multi-jurisdictional task force, comprised of the Milwaukee County District Attorney's Office and the Milwaukee, South Milwaukee, and West Allis Police Departments. Therefore, financial responsibility for claims or damages arising out of the wrongful, intentional, reckless, or negligent acts or omissions of the West Allis officer assigned to MMDEG, while the officers are performing or engaged in MMDEG task force activities, shall rest solely with the West Allis Police Department and the city of West Allis.

In the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, age, sex, or handicap. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract (or agreement).

The Contractor, its officers, directors, agents, partners and employees shall allow the County Audit Services Division and department contract administrators (collectively referred to as Designated Personnel) and any other party the Designated Personnel may name, with or without notice, to audit, examine and make copies of any and all records of the Contractor, Lessee, or other party to the contract, related to the terms and performance of the Contract for a period of up to three years following the date of last payment, the end date of this contract, or activity under this contract, whichever is later. Any subcontractors or other parties performing work on this Contract will be bound by the same terms and responsibilities as the Contractor. All subcontracts or other agreements for work performed on this Contract will include written notice that the subcontractors or other parties understand and will comply with the terms and responsibilities. The Contractor, Lessee, or other party to the contract, and any subcontractors understand and will abide by the requirements of Section 34.09 (Audit) and Section 34.095 (Investigations Concerning Fraud, Waste, and Abuse) of the Milwaukee County Code of General Ordinances.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

The following Parties hereby execute this Agreement:

FOR MILWAUKEE COUNTY:

BY: <u>caren lockel</u> DATE: <u>12/26/2023</u>

NAME: Karen Loebel

TITLE: Deputy District Attorney

DEPARTMENT: District Attorney Office

REVIEWED AS TO INSURANCE REQUIREMENTS:

BY: <u>Adam J. Abelson</u> DATE: 12/27/2023 **Risk Manager**

Office of Risk Management

APPROVED AS TO FUNDS AVAILABLE PER WISCONSIN STATUTES §59.255(2)(e):

BY: ARAAMALA

DATE:1/31/2024

Milwaukee County Comptroller Office of the Comptroller

REVIEWED AND APPROVED BY THE COUNTY EXECUTIVE:

BY: DA

DATE:2/1/2024

David Crowley, County Executive Office of the County Executive

BY: Oudd Talact DATE:2/2/2024

§59.42(2)(b)5, STATS.:

Corporation Counsel Office of Corporation Counsel

APPROVED AS COMPLIANT UNDER

FOR West Allis Police Department

BY: <u>Robert Fletcher</u> DATE: 2/5/2024

NAME:Robert Fletcher

TITLE: Deputy Chief of Police

APPROVED WITH REGARDS TO COUNTY **ORDINANCE CHAPTER 42:**

BY: Lamont Robinson DATE: 12/27/2023 Office of Economic Inclusion

APPROVED REGARDING FORM AND **INDEPENDENT CONTRACTOR STATUS:**

BY: Judd Jalach DATE: 12/27/2023

Corporation Counsel Office of Corporation Counsel



MILWAUKEE COUNTY

DBE Participation Recommendation

	FUNDING	SOURCE	
Local <u>X</u> State _ Federal Source of Funds:_		OOT (includes WisDOT)	what percentage? <u>60 %</u> _Other: <u>Byrne JAG 18546</u>
	CONTACT IN	FORMATION	
Contract Administrator: <u>Karen</u>	Loebel	Phone: <u>414 278-4626</u>	Date: <u>12/26/2023</u>
Email Address <u>karen.loebel@</u>			Org No. <u>4501</u>
	PROJECT IN	FORMATION	
Contract Scope/Project Descrip	tion (attach scope/description al drug task force. The conn to the task force pursuant to e terms of the Intergovernment	on of work or estimating sl tractor, the West Allis Polic o a federal Byrne-JAG gran ntal Agreement which is inclu	ce Department, is a municipality t administered by the Wisconsin uded with this submission.
RFP/BID will be used (Yes/No)	<u>No</u> Advertising Date:	N/A Bid/Pr	oposal Due Date: <u>N/A</u>
	TYPE OF	PROJECT	
Professional Services	Estimated Amount \$ <u>46,824.00</u>	Estimated Reimbursable \$_0	Recommended Participation %
Construction Related	Estimated Amount \$	Estimated Allowance \$\$	Recommended Participation %
	\$\$	\$	%
	APPRO	OVALS	
Is county board approval require			get (attach resolution)
	WAIVER	REQUEST	
Request for a goal of 0% Explanation: <u>The consultant</u> Enforcement Group task force	requires signature of depa is a municipality providing inv	· · · · ·	
<u>Karen Loebel</u> Department/Division Administra	tor Name	Signature	12/26/2023 Date
	CBDP U	SEONLY	
Concur with Recommendation _	, or provid	e the following goals:	_%
This contract is exempt from a pa			
Approved: Lamont Robinson		Date	12/27/2023
DBE-12 (03/15/2017) Previous Editions Obs	solete		

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Certificate Of Completion

Envelope Id: 6824EBE5BB504D548307694245C895E5 Status: Completed Subject: Please DocuSign: 2024 Intergovernmental Agreement MCDAO - WAPD; MMDEG Task Force Reimbursement Source Envelope: Signatures: 11

Document Pages: 7 Certificate Pages: 6 Initials: 0 AutoNav: Enabled Envelopeld Stamping: Enabled Time Zone: (UTC-06:00) Central Time (US & Canada)

Record Tracking

Status: Original 12/26/2023 11:47:23 AM

Signer Events

Karen Loebel karen.loebel@da.wi.gov Deputy District Attorney

State of Wisconsin

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 10/2/2019 1:52:50 PM

ID: 4102e017-a313-4bf0-a66d-36413483da02

Judd Taback

Judd.Taback@milwaukeecountywi.gov Assistant Corp. Counsel, Office of Corporation Counsel Milwaukee County

Signing Group: Corporation Counsel Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Lamont Robinson

lamont.robinson@milwaukeecountywi.gov Director, CBDP

Milwaukee County

Signing Group: Office of Economic Inclusion Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 3/11/2022 1:45:06 PM

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Comptroller

comptrollersignature@milwaukeecountywi.gov Comptroller

Milwaukee County

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Judd Talact

Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.5

Lamont Robinson

Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.3

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Signed: 12/26/2023 12:09:55 PM

Envelope Originator: Karen Loebel 633 W. Wisconsin Ave. Suite 901 Milwaukee, WI 53203 karen.loebel@da.wi.gov IP Address: 165.189.75.1

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Holder: Karen Loebel

Signature Adoption: Pre-selected Style Using IP Address: 165.189.75.1

karen.loebel@da.wi.gov

Signature

Signer Events

Adam J. Abelson Adam.Abelson@milwaukeecountywi.gov Director of Risk Management Signing Group: Risk Management Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

County Executive David Crowley David.Crowley@milwaukeecountywi.gov Milwaukee County Executive Milwaukee County Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Judd Taback Judd.Taback@milwaukeecountywi.gov Assistant Corp. Counsel, Office of Corporation Counsel Milwaukee County Signing Group: Corporation Counsel

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Not Offered via DocuSign

Robert Fletcher RFletcher@westalliswi.gov Deputy Chief of Police West Allis Police Department

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure: Accepted: 2/5/2024 1:01:50 PM

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Signature

Adam J. Abelson

Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.5

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Judd Talact

Signature Adoption: Pre-selected Style Using IP Address: 204.194.251.5

Robert Fletcher

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In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
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Joseph Lamers	COPIED	Sent: 2/5/2024 1:03:43 PM
Joseph.Lamers@milwaukeecountywi.gov	COPIED	
Director, Milwaukee County Office of Strategy,		
Budget and Performance		
Milwaukee County Security Level: Email, Account Authentication		
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Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Anna Thomas	CODIED	Sent: 2/5/2024 1:03:45 PM
Anna.Thomas@da.wi.gov	COPIED	
Financial Manager		
Milwaukee County DA's Office		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/26/2023 12:08:56 PM
Envelope Updated	Security Checked	12/26/2023 12:38:10 PM
Envelope Updated	Security Checked	12/26/2023 12:38:10 PM
Envelope Updated	Security Checked	1/31/2024 1:40:58 PM
Envelope Updated	Security Checked	1/31/2024 1:40:58 PM
Envelope Updated	Security Checked	1/31/2024 1:48:59 PM
Envelope Updated	Security Checked	1/31/2024 1:48:59 PM
Certified Delivered	Security Checked	2/5/2024 1:01:50 PM
Signing Complete	Security Checked	2/5/2024 1:03:41 PM
Completed	Security Checked	2/5/2024 1:03:45 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Discle	osure	

Electronic Record and Signature Disclosure

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Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookiesUsers accessing the internet behind a Proxy Server must enable HTTP

Required hardware and software

1.1 settings via proxy connection

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