

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Robert D. Spoden, Sheriff
INITIATED BY



Capt. Todd Christiansen
DRAFTED BY

Public Safety and Justice Committee
SUBMITTED BY

November 14, 2012
DATE DRAFTED

**Amending the Sheriff's 2012 Budget to Use Equitably Shared Funds for
Armored Rescue Vehicle and
Authorizing Memorandum of Understanding with Cities of Beloit and Janesville**

1 **WHEREAS**, federal law authorizes the Attorney General to share federally forfeited property with
2 participating state and local law enforcement agencies through the Department of Justice Asset Forfeiture
3 Program; and,
4

5 **WHEREAS**, equitably shared funds are required to be used by law enforcement agencies for law
6 enforcement purposes only; and,
7

8 **WHEREAS**, the intent of the transfer is to enhance law enforcement, and it must increase, not supplant
9 the recipient's appropriated operating budget; and,
10

11 **WHEREAS**, for their participation in the program, the Sheriff's Office received funds in the amount of
12 \$40,000; and,
13

14 **WHEREAS**, the Sheriff's Office plans to use the funds to jointly acquire an armored rescue vehicle
15 (ARV) with the Cities of Beloit and Janesville; and,
16

17 **NOW, THEREFORE, BE IT RESOLVED** by the Rock County Board of Supervisors duly assembled
18 this 13 day of December, 2012 that the 2012 budget be amended as follows:
19

<u>Account/Description</u>	<u>Budget</u> <u>10/01/12</u>	<u>Increase</u> <u>(Decrease)</u>	<u>Amended</u> <u>Budget</u>
Source of Funds			
21-2195-0000-46000			
Contributions	\$142,439.00	\$40,000.00	\$182,439.00
Use of Funds			
21-2195-0000-67171			
Capital Assets-\$1,000/More	\$46,974.00	\$40,000.00	\$86,974.00

29 **BE IT FURTHER RESOLVED**, that the Chair of the Rock County Board of Supervisors and the
30 Sheriff of Rock County are hereby directed to execute a Memorandum of Understanding with the
31 Cities of Beloit and Janesville that specifies the parties' rights and responsibilities for the acquisition,
32 operation, and use of an Armored Rescue Vehicle.

Respectfully submitted,
Public Safety and Justice Committee

Finance Committee Endorsement
Reviewed and approved on a vote of
5-0

Ivan Collins
Ivan Collins, Chair

Mary Mawhinney
Mary Mawhinney, Chair

Henry Brill
Henry Brill

Mary Beaver
Mary Beaver

Brian Knudson
Brian Knudson

Larry Wiedenfeld
Larry Wiedenfeld

12-12A-192

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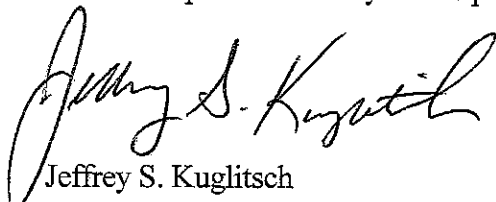
FISCAL NOTE:

This resolution authorizes a transfer in from the Sheriff's Trust Account, FBI Forfeitures, A/C 00-0000-0070-29637, which has a current balance of \$50,755.


Sherry Oja
Finance Director


LEGAL NOTE:

As an amendment to the adopted 2012 County Budget, this resolution requires a 2/3 vote of the entire membership of the County Board pursuant to sec. 65.90(5)(a), Wis. Stats.


Jeffrey S. Kuglitsch
Corporation Counsel

ADMINISTRATIVE NOTE:

Recommended.


Craig Knutson
County Administrator

Executive Summary
Amending the Sheriff's 2012 Budget to Use Equitably Shared Funds for
Armored Rescue Vehicle and
Authorizing Memorandum of Understanding with Cities of Beloit and Janesville

The Department of Justice Asset Forfeiture Program is a nationwide law enforcement initiative that removes the tools of crime from criminal organizations and deprives wrongdoers of the proceeds of their crimes. Federal law authorizes the Attorney General to share federally forfeited property with participating state and local law enforcement agencies.

Equitably shared funds are required to be used by law enforcement agencies for law enforcement purposes only. The intent of the transfer is to enhance law enforcement. It must increase, not supplant the recipient's appropriated operating budget.

For their participation in the program, the Sheriff's Office received funds in the amount of \$40,000. The Sheriff's Office plans to use the funds to jointly acquire an armored rescue vehicle (ARV) with the Cities of Beloit and Janesville.

The City of Beloit has negotiated for the purchase of an ARV from LENCO Armored Vehicles for a purchase price of \$160,000.00. The ARV is 2009 model year Bearcat Rescue Vehicle reconditioned by the factory. The estimated delivery date is January 2013.

The City of Beloit will advance all of the funds for the initial acquisition of the ARV. The City of Janesville and the County of Rock will each reimburse the City of Beloit \$40,000 upon delivery of the ARV to the City of Beloit.

An Armored Rescue Vehicle is the primary platform for public safety tactical units to utilize for officer and citizen rescue situations. The ARV is the platform that is consistent with best practices of SWAT teams in the United States.

The ARV provides the safety needed for officers to safely manage situations involving persons that are typically armed and barricaded, or are engaging in high risk behavior in the community with a weapon, and are typically armed with higher capacity weapons and often have prior military experience.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is made by and between the City of Beloit, the City of Janesville and the County of Rock for the purpose of outlining the parties' rights and responsibilities for the acquisition, operation and use of an Armored Rescue Vehicle (ARV).

The parties understand that the City of Beloit has negotiated for the purchase of an ARV from LENCO Armored Vehicles for a purchase price of \$160,000.00; said ARV being a 2009 model year Bearcat Rescue Vehicle reconditioned by the factory and with a delivery date of approximately January 2013.

The parties agree that the City of Beloit will advance all of the funds for the initial acquisition of the ARV and the City of Janesville and the County of Rock each hereby agree to reimburse the City of Beloit \$40,000 each promptly upon delivery of the ARV to the City of Beloit and upon affirmation of their respective governmental body as required.

Each party represents that it has received the formal approval of this MOU, including the financial obligations imposed herein, from its governing body. Copies of said governing body approvals shall be provided to each of the other parties hereto.

It is understood and agreed between the parties that the Beloit Police Department, Janesville Police Department and the Rock County Sheriff's Office are all authorized users of the ARV for the purpose of responding to tactical situations and training under the following conditions and circumstances:

1. Each party shall provide training to authorized agency personnel in the operation of the ARV, including the use and capabilities of the ARV. Each party agrees it shall only allow those personnel that are trained and authorized to operate the ARV.
2. To request the use of the ARV, the requesting party shall contact the City of Beloit Tactical Commander, or his/her designee.

3. If the party has personnel authorized and available to operate the ARV at the time that the request is made, the City of Beloit Tactical Commander will arrange for an authorized member or members of the party to pick up the ARV.
4. If the party requests the use of the ARV and does not have personnel authorized or available to operate the ARV at the time that a request is made, the City of Beloit Tactical Commander, or the designee thereof, will arrange for authorized personnel to transport the ARV to the incident location or other agreed to location. Emergency situations may require this type of deployment of the ARV. The ARV operators will be knowledgeable in the operations, capabilities, and limitations of the ARV.
5. While operating the ARV, the party must comply with the ARV operations manual and the vehicle use policy specific to their law enforcement agency.
6. Prior to the operation of the ARV, the party will inspect the ARV and report any damage to the ARV to the City of Beloit Tactical Commander. The City of Beloit Tactical Commander will coordinate any investigation related to any damage to the ARV with the party involved.
7. In the event of any collision or other damage involving the ARV, the party shall immediately notify the City of Beloit Tactical Commander and shall follow any reporting requirements required by the party policy.
8. The City of Beloit Police Department shall register and insure the ARV and be responsible for the general maintenance of the ARV. The Rock County Sheriff's Office will share in the general maintenance costs. The other parties are aware that the City of Beloit insurance will not cover the ARV while being operated by them and agree to maintain their own insurance for such operations.

9. Except as set forth specifically herein, each party agrees to be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions, including providing its own defense. In situations of joint liability, each party shall be responsible for the consequences of its own acts, errors, or omissions, and those of its employees, agents, boards, commissions, agencies, officers and representatives. Each party hereby agrees to indemnify and hold the other parties, their officers, agents and employees, harmless from any and all claims, including claims for damages to property, personal injury, consequential and incidental damages, loss of income or revenue, costs and expenses, including reasonable attorneys' fees, arising out of any acts or omissions of the parties, their employees, agents and subcontractors during the performance of this MOU. It is not the intent of the parties to impose liability beyond that imposed by state statute.
10. A request to use the ARV made pursuant to this MOU shall be a request for mutual assistance under Wisconsin Statute 66.0313. Each party shall be responsible for worker compensation costs for its employees injured as a result of a mutual assistance request.
11. While the ARV is being used by or on behalf of a party, the party shall be responsible for benefits which may be awarded to the parties' employee(s) under Wisconsin Workers' Compensation law (Wisconsin Statute Chapter 102) due to the use of the ARV.
12. Prior to returning the ARV to the City of Beloit Police Department, the party shall clean the internal areas of the ARV and replenish the fuel supply. While the ARV is being used by the party, the party shall be responsible for any and all damage to the ARV, which is the result of negligence or any use outside the scope of use as defined in the

ARV operations manual. The party shall also be responsible for any incidental damage to the ARV while the ARV is being used during an incident or training.

13. If competing needs exist for the use of the ARV, the City of Beloit Tactical Commander will coordinate with the affected tactical commanders in determining the priority of use for the ARV.

This MOU may be terminated by any party by providing a 30-day advance written notice to the other parties, provided that neither the City of Janesville nor the County of Rock may give such notice prior to reimbursing the City of Beloit their share of the acquisition costs as provided herein. Should this MOU be terminated as to the County of Rock or the City of Janesville, the City of Beloit shall reimburse said terminated party its share of the acquisition cost on a prorated basis. The amount to be reimbursed shall be calculated using a 10-year depreciation basis, measured from the date of acquisition payment to the City of Beloit. By way of example only should the County of Rock terminate effective on the 4th anniversary of the date of paying its share of the acquisition cost then the City of Beloit shall repay the County of Rock 60% of its acquisition cost contribution.

This MOU on the acquisition, operation and use of the ARV is acknowledged and agreed to as demonstrated by the signatures of the following City and County officials:

ATTEST:

CITY OF BELOIT, WISCONSIN

By: _____
Rebecca S. Houseman, City Clerk

By: _____
Larry N. Arft, City Manager

Date: _____

By: _____
Norm Jacobs, Police Chief

Approved as to Form:

By: _____
Thomas R. Casper, City Attorney
121107 0847(c/n) (12-1156)

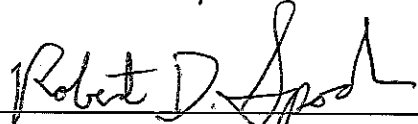
ATTEST:

COUNTY OF ROCK, WISCONSIN

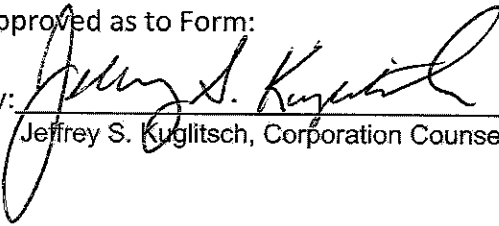
By: 
Lori Stottler, County Clerk

By: 
J. Russell Podzilni, County Board Chair

Date: Dec. 13, 2012

By: 
Robert D. Spoden, Sheriff

Approved as to Form:

By: 
Jeffrey S. Kuglitsch, Corporation Counsel

ATTEST:

CITY OF JANESVILLE, WISCONSIN

By: _____
Jean Wulf, City Clerk-Treasurer

By: _____
Eric Levitt, City Manager

Date: _____

By: _____
David J. Moore, Police Chief

Approved as to Form:

By: _____
Wald Klimczyk, City Attorney

