

PUBLIC SAFETY & JUSTICE COMMITTEE
Minutes – March 4, 2013

Call to Order. Chair Collins called the meeting of the Public Safety and Justice Committee to order at 4:00 P.M. on March 4, 2013 in the Conference Room N-1 at the Rock County Courthouse - East.

Committee Members Present: Supervisors Collins, Brill, Beaver, Knudson and Wiedenfeld.

Committee Members Excused: None.

Staff Members Present: Captain Christiansen and Captain Groelle, Sheriff's Office; Jenifer Keach, Coroner.

Others Present: Phil Lobrano.

Adoption of Agenda. Supervisor Brill moved approval of the agenda, second by Supervisor Knudson. ADOPTED.

Adoption of Minutes. Supervisor Wiedenfeld moved approval of the minutes of February 18, 2013, second by Supervisor Brill. ADOPTED.

Citizen Participation, Communications, Announcement, Information. Captain Christiansen answered a few questions regarding the HIDTA Grant and said it has been very successful this year.

Mr. Lobrano voiced his concern regarding jurors rights. He said jurors have the right to judge the law, as well as the facts of a case. He said not all judges inform jurors of this right. Mr. Lobrano distributed a short summary sheet explaining the secret power of a jury. Supervisor Wiedenfeld suggested he contact the office of Chief Judge Daley and schedule an appointment. Chair Collins thanked Mr. Lobrano for sharing his concern with this Committee and suggested he could check with the D.A. or Corporation Counsel.

Consent Calendar.

Transfers and Appropriations.

Sheriff's Office

FROM

<u>Account #</u>	<u>Amount</u>
21-2140-2011-63908	\$ 1,445.00
Investigative Exp HIDTA11	
21-2140-2011-67172	10,558.00
Cap Assets 500-999 HIDTA11	

TO

<u>Account#</u>	<u>Amount</u>
21-2140-2011-61210	\$11,303.00
Overtime HIDTA11	
21-2140-2011-64200	700.00
Training HIDTA11	

Bills/Encumbrances

Sheriff	\$ 11,094.38
RECAP Operations	22,537.54
Equitable Funds	40,241.99
Correctional Facility	7,613.46
Circuit Courts	5,760.60
Mediation/Family Court Services	230.00
Clerk of Courts	2,454.48
911 Project Operations	173.60
District Attorney	272.54
Deferred Prosecution/Domestic Violence	40.00
Victim Witness	175.00
Coroner	3,184.25
Child Support	368.81
Project Lifesaver	612.38
Drug Court Grant	5,040.00
Digital Radio	10,273.00

Pre-Approved Encumbrance Amendments. None.

Supervisor Knudson moved approval of the above Transfers and Appropriations, Bills and Encumbrances and Pre-Approved Encumbrance Amendments for the Public Safety & Justice Committee, second by Supervisor Beaver. ADOPTED.

Resolution.

Accepting the Automatic License Plate Recognition Bid and Approving the Memorandum of Understanding with Greenfield Police Department

“NOW, THEREFORE, BE IT RESOLVED by the Rock County Board of Supervisors duly assembled this ____ day of _____, 2013, that the bid for the ALPR be awarded to 3M/PIPS Technology Corporation, of Knoxville, TN, the lowest bidder.

BE IT FURTHER RESOLVED to accept the memorandum of understanding between the Rock County Sheriff’s Office and the Greenfield Police Department.

BE IT FURTHER RESOLVED to amend the budget to use Equitably Shared Funds as follows:

...”

Committee members received a copy of the Memorandum of Understanding with Greenfield Police Department.

Supervisor Wiedenfeld moved approval of the above resolution, second by Supervisor Knudson. ADOPTED.

Committee Requests and Motions. Chair Collins reminded the Committee the next meeting of March 18, 2013 will be held at the EOC.

Adjournment. Supervisor Beaver moved adjournment at 4:28 P.M., second by Supervisor Brill. ADOPTED.

Respectfully submitted,

Sue Zastoupil
Human Resources Secretary

NOT OFFICIAL UNTIL APPROVED BY COMMITTEE.

The Jury's Secret Power

JUDGES MAY NOT TELL YOU THIS, but when you sit on a jury, you have the right to vote according to your conscience and to **judge the law** being applied to the case. As a juror, you are the final safeguard for justice. It's the judge's obligation to give the jury the wording of the law being applied to the case. **If the judge fails to provide the wording of the law** or you think the law he gives you is a bad or unconstitutional law or a good law being improperly applied, or there are other factors that would make you regret a vote to convict someone, then it is your right and duty as a juror to vote "Not Guilty" even if you are the only juror who does and you therefore "hang" the jury. You cannot be punished for the way you vote.

Our lawmakers sometimes pass bad laws, and, at times, good laws have been misused. Throughout history reasoning jurors have refused to convict fellow citizens who were accused of breaking the law: They freed tax protesters during the Whiskey Rebellion of 1794, refused to convict those who aided runaway slaves in violation of the Fugitive Slave Act of 1850, freed bootleggers charged during Prohibition 1920-30, and released Vietnam War objectors 1960-70.

When our country was young, all jurors were told of their right to judge the law, as well as the facts of the case. Then judges decided that juries should no longer be told of their power to act as a safeguard against bad laws or unethical lawmakers. Now, all jurors are instructed to accept the law as it is given to them by the judge, even in cases where the law is clearly unjust.

But now you know the secret: If you are selected as a juror, you have the right and duty to do the right thing: to **follow your conscience** and to **judge the law** as well as the facts of the case. It is the only way to keep government in the hands of the people.

"I consider [trial by jury] as the only anchor ever yet imagined by man, by which a government can be held to the principles of its constitution." --Thomas Jefferson to Thomas Paine, 1789.

For more information, please contact the Fully Informed Jury Association:

www.fija.org

Call 1-800-835-5879 for a free jury packet.

MEMORANDUM OF UNDERSTANDING

**Greenfield Police Department
And
Rock County Sheriff's Office**

**Concerning
Automated License Plate Reader ("ALPR")
BOSS Server and Data Sharing**

This Memorandum of Understanding ("MOU"), is made and executed this 4th day of February, 2013, by and between the Greenfield Police Department ("Greenfield PD") and the Rock County Sheriff's Office Police Department ("RCSO PD").

I. Purpose

The purpose of this MOU is to define the responsibilities of GREENFIELD PD and Rock County Sheriff's Office PD. The responsibilities defined in this MOU are applicable to any users of GREENFIELD PD's ALPR BOSS Server and ALPR Data Sharing.

II. Individual Responsibilities – Initial Implementation

- A. GREENFIELD PD will provide the ability for Rock County Sheriff's Office PD to access, submit and store data on the GREENFIELD PD's ALPR BOSS server.
- B. GREENFIELD PD will provide, configure and maintain a BOSS server located at the Greenfield Police Department, 5300 West Layton Avenue, Greenfield.
- C. GREENFIELD PD will configure and maintain connectivity at the Greenfield Police Department to allow access from Rock County Sheriff's Office PD to the BOSS server.
- D. Rock County Sheriff's Office PD will source, configure and maintain any networking hardware or software located at the Rock County Sheriff's Office Police Department which is necessary to establish connectivity with the BOSS server located at the Greenfield Police Department.

III. Individual Responsibilities – Ongoing

- A. Both agencies agree to work together to facilitate the implementation of ALPR Data Sharing.
- B. Each agency agrees to notify the other of any hardware or software changes related to the BOSS server and ALPR database.
- C. Each agency agrees to promptly notify the other of connectivity outages.
- D. Each party agrees to identify and notify the other of their responsible contact person.
- E. Outages and connectivity issues will generally be addressed during normal business hours.
- F. Greenfield PD will be the vendor point for contact for BOSS server software and server hardware located at the Greenfield Police Department.
- G. Rock County Sheriff's Office PD will be the vendor point of contact for BOSS server software and hardware at the Rock County Sheriff's Office Police Department and for subscriber units assigned to the Rock County Sheriff's Office Police Department.
- H. If additional hardware or software related to the submission, storage or query of ALPR data; or upgrades to network connectivity are required, the parties agree to determine an appropriate cost sharing model and execute a cost sharing MOU.

IV. Other Provisions

- A. All data contributed to and stored on the BOSS server located at the Greenfield Police Department shall be considered the property of the contributing agency. The contributing agency shall serve as custodian of records for its own data.
- B. ALPR records will be maintained on the BOSS Server for one year. IF the contributing agency desires a longer retention schedule for its records, the contributing agency shall be solely responsible for any costs or efforts to extract and archive the data for a longer period.
- C. At all times and under all circumstances, all personnel shall remain under the sole command of each agency's respective supervisors, and shall remain employees of their respective agency.
- D. Each agency agrees to implement a policy which restricts the use of ALPR data to official law enforcement investigations.
- E. Both Agencies under this MOU shall operate within their own Operating Policy/Procedure in respect to the usage of ALPR equipment and software at their agency.
- F. Both Agencies shall be solely liable for all acts undertaken by their respective employees, agents and officers.
- G. Nothing in this MOU is intended to reduce or eliminate the jurisdiction either of the Agencies would have in the absence of this MOU.
- H. Both Agencies agree to undertake any communications with their

parties that are necessary to accomplish the purposes of this MOU.

- I. Any amendments to this MOU shall be in writing and signed by both Agencies.
- J. This MOU shall be construed in accordance with the laws of the State of Wisconsin.

V. Termination

- A. Either Agency may terminate this MOU for any reason upon 30 days written notice to the other party.
- B. Upon termination of the MOU, the Greenfield Police Department will provide a complete copy of the current ALPR database to the Rock County Sheriff's Office Police Department.

Whereas, each agency believes that sharing ALPR data will contribute to the safety and security of the residents of each community, reduce crime and the threat of crime in each community and aid in the investigation and resolution of criminal cases; and

Whereas, the Greenfield Police Department and the Rock County Sheriff's Office Police Department desire to share ALPR data;

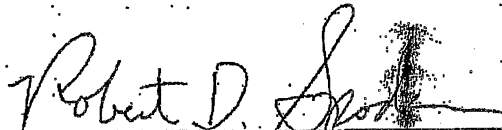
Now therefore, in consideration of the mutual promises herein contained, the parties do mutually promise and agree to the terms of this Memorandum of Understanding.



Brad Wentlandt, Police Chief
Greenfield Police Department

2/6/2013

Date



Sheriff Robert D. Spoden, ~~Police Chief~~
Date
Rock County Sheriff's Office ~~Police Department~~

02-05-13