

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MADISON,
COUNTY OF DANE, DANE COUNTY SHERIFF,
AND UNIVERSITY OF WISCONSIN**

RE: Dane County Narcotics Task Force

THIS MEMORANDUM OF UNDERSTANDING, made and entered into as of the date by which all Parties, by their respective representatives, have signed the Memorandum of Understanding (hereinafter "MOU"), between the **CITY OF MADISON** (hereinafter "CITY"), the **COUNTY OF DANE** (hereinafter "COUNTY"), **DANE COUNTY SHERIFF** (hereinafter "SHERIFF") and the Board of Regents of the **UNIVERSITY OF WISCONSIN SYSTEM** on behalf of the University of Wisconsin - Madison (hereinafter "UNIVERSITY"), all collectively called "the Parties":

WITNESSETH:

WHEREAS, since at least 1972, the CITY, COUNTY, SHERIFF and UNIVERSITY have cooperated in law enforcement efforts to combat gangs and the illegal distribution, sale of controlled substances within Dane County; and

WHEREAS, the CITY, COUNTY, SHERIFF and UNIVERSITY have operated a cooperative law enforcement effort known as the Dane County Narcotics Task Force (the "Task Force"); and

WHEREAS, the Parties desire to enter into a formal memorandum of understanding establishing the procedures, responsibilities and operations of the Task Force; and

WHEREAS, the Parties desire to permit other governmental units to participate in the law enforcement activities of the Task Force; and

WHEREAS, the CITY, COUNTY, SHERIFF and UNIVERSITY have authorized participation in the Task Force and the execution of a memorandum of understanding governing operation of the Task Force;

NOW, THEREFORE, in consideration of the above premises and mutual covenants of the Parties hereinafter set forth, the Parties do agree as follows:

I. DANE COUNTY NARCOTICS TASK FORCE

A. Member Units. Pursuant to §66.0301, Wis. Stats., the Parties agree to cooperate in the operation of a Dane County Narcotics Task Force (hereinafter "Task Force") consisting of the Parties to this MOU and the employees assigned to the Task Force by the CITY, COUNTY, SHERIFF, and UNIVERSITY.

B. Supervision. Each Party shall remain responsible for the supervision of the employees of the Party assigned to the Task Force. Each of the employees shall report his/her activities to a supervisor outside the Task Force and shall be responsible for compliance with the departmental rules and regulations of the law enforcement agency (hererinafter "Agency") of the assigned employee.

C. Operations. Decisions regarding general operations and policies of the Task Force shall be made jointly by the chief law enforcement person of each Party (i.e., Madison Chief of Police, the Chief of the U.W. Police Department, and the Dane County Sheriff or their respective designees). Operations and policies of the Task Force shall not be contrary to the policies and procedures of the governing bodies of the Parties to this MOU. Day to day enforcement operations shall be under the direction of the highest ranking law enforcement officer assigned to the Task

Force by the Party serving as Fiscal Agent for the Task Force as provided in Article II., Section C. This officer shall be known as Task Force Commander and shall report to a supervisor employed by the Fiscal Agent who is not assigned to the Task Force. The Task Force Commander shall inform each of the Parties to this MOU of operations through the chief law enforcement person (or designee) of each of the Parties to this MOU.

D. Participating Units. Other units of government in Dane County may become a part of the Task Force by joint agreement of the parties' chief law enforcement persons or designees and upon execution of a Participation Agreement authorized by the governing body of the governmental entity. Those units shall be known as "Participating Units".

E. Additional Support. Each Party to this MOU shall from time to time provide additional personnel support to unit operations upon request of the Task Force Commander if personnel are available for the assignment. The requests shall be for short term or back-up assignment and shall be for the support of specific operations. Personnel so assigned shall remain employees of the Party under the same terms and conditions as set forth in this MOU.

F. Call Back. Any Party to this MOU may request personnel assigned to the Task Force be recalled for short term reassignment ("call back"). If the anticipated call back is in excess of three (3) weeks, the call back request shall be referred to the Task Force Steering Committee for discussion and resolution. If requested by the Task Force Steering Committee, the Party requesting a call back shall be required to make replacement personnel available to the Task Force.

II. ADMINISTRATION AND EXPENSES OF THE TASK FORCE

A. Budget. The Task Force Steering Committee (hereinafter "Steering Committee") shall develop an annual budget for the Task Force that shall be considered and adopted as proposed or modified and adopted by each of the Parties in conjunction with the budget process of the Parties,

and the budget shall consider such grant funds as a part of this budget. The Steering Committee will be informed of grant applications prior to submission to the Parties for approval.

B. Accounting. The day to day financial operations of the Task Force shall be the accounting responsibility of the Task Force Account Clerk, who shall be an employee of the COUNTY.

C. Fiscal Agent. The CITY will function as the Fiscal Agent for all capital and operating expenses of the Task Force, except that pursuant to the terms and conditions of a grant, another Party may be designated as a fiscal agent for the purpose of administering the grant. Regardless of the designation of the fiscal agent for grant purposes, all expenditures on behalf of the Task Force, except salaries, wages and benefits, shall be entered in the accounts of the Task Force and shall be distributed as set forth in this MOU and in conformity with the terms of any applicable grant or applicable law.

D. Expenditures. The Task Force's trust account's primary intended use is for drug-related investigations conducted by the Task Force. Any requests for general law enforcement purposes use of trust fund monies by any agency shall be submitted in writing to the Task Force Steering Committee for approval prior to any authorization for expenditure. All forfeitures and seizures lawfully in the possession of the Task Force shall be applied for law enforcement purposes consistent with applicable law. All funds received by the Task Force shall be deposited with the City Treasurer in a segregated account. In addition, all forfeitures resulting from or obtained with the assistance of the Task Force shall be deposited with the City Treasurer in the segregated account and shared with other law enforcement agencies in accord with the policy of the Task Force Steering Committee. Approval of any distribution to other law enforcement agencies shall be by the Steering Committee pursuant to Article III., Section D.

All expenditures shall be subject to post-expenditure audit by the City Finance Director as Fiscal Agent. The Fiscal Agent's sole responsibility shall be verification of funds available and within the adopted budget. Prior approval of the expenditure requests by the Supervisor of the Task Force Commander is required when expenditures are related to case-specific activities.

E. Ownership of Personal Property. Title to personal property acquired by the Task Force shall be held by the CITY or COUNTY, as mutually agreed by the CITY and COUNTY. Personal property owned by the Parties to this MOU shall remain the property of the governmental entity authorizing its use by the Task Force unless acquired pursuant to a grant in which event title shall be in the Party specified in the grant.

F. Ownership of Real Property. The Task Force may not acquire, lease or sell any real property without specific approval of the Fiscal Agent.

G. Grants. Grants to be used by the Task Force may be applied for by any Party, however, each of the Parties hereto must approve the terms and conditions of the grant application. If not specified by agreement in advance, all resources from grants shall be shared by members of the Task Force in proportion to expenditures of the member agency in support of the Task Force, including staff time and administrative costs, pursuant to Article II., Section H.

H. Supplemental Funding. In the event that forfeitures, seizures and grants received by the Task Force are not sufficient to pay operating expenses of the Task Force, exclusive of salaries and benefits for personnel assigned to the Task Force pursuant to the MOU, then all parties to this MOU shall pay an assessment sufficient to meet the deficit, according to the following formula:

To the City of Madison	50%
To the County of Dane	40%
To the University of Wisconsin	10%

The CITY (as Fiscal Agent) shall invoice each contributor listed above and each contributor shall pay its assessment within sixty (60) days from the date of invoice. The obligation to pay assessments for deficits created or arising while still a Party shall survive termination of this MOU or a Party's withdrawal from this MOU.

I. Receipt of Money and Property. All seizures received by the members of the Task Force shall be deposited in a segregated account of the CITY within five (5) days of receiving approval from the Dane County District Attorney's Office that they are pursuing said seizures. Money seized in cooperation with a federal agency will be turned over to the seizing federal agency (i.e. DEA, ATF, FBI) per their policy. All other monies seized that are not eligible for state or federal seizure shall be handled per CITY cash handling Standard Operating Procedures. Property acquired by title or legal process by the Task Force shall be fully described, including serial numbers and reported to the City Finance Director within five (5) days of receipt.

III. OPERATIONAL PROCEDURE

A. Purpose of the Task Force. The overall goal is to establish a multi-jurisdictional law enforcement unit to combat gangs and the illegal distribution, and sale of controlled substances within Dane County; to better identify gang members and distributions of controlled substances and dangerous drugs throughout Dane County; to arrest such identified individuals; and to seek prosecution of alleged offenders. The objective is to identify, arrest, and prosecute street level dealers, as well as those involved in major trafficking and drug-related conspiracies. By meeting these objectives, the Task Force improves the health and safety of the communities and citizens in Dane County by interdicting dangerous drugs, seizing firearms, and mitigating the violence associated with narcotics dealing. The Task Force recognizes the important role of prevention in the area of drug abuse and will assist in coordinating area law enforcement drug prevention programs as

well as enforcement efforts. The Task Force is committed to drug education, particularly as it relates to elementary, middle, and high school youth. To this end, trained drug investigators will conduct drug and gang educational seminars at local schools and local civic organizations. The Task Force is also committed to the concepts of community policing and will cooperate with and work with local law enforcement agencies.

B. Task Force Steering Committee. Guidance to the Task Force shall be by a steering committee comprised of the Chief of the Madison Police Department, the Sheriff of Dane County, Chief of the University Police Department or their respective designee; and, one chief selected by the City chiefs and one chief selected by the Town and Village chiefs; or their respective designee. The Steering Committee shall meet at least quarterly and at other times determined by the chair. The Steering Committee shall select a chair by vote of the members of the committee. Decisions shall be made by consensus to the extent possible, otherwise by majority vote of the members.

C. Duties of the Steering Committee:

1. Review of the financial status of grant awards;
2. Review of status of the Task Force's activities, including planned and ongoing investigations and cases;
3. Recommend policies and procedures pertaining to Task Force activities;
4. Resolution of problems that have arisen concerning Task Force activities, including cooperation with local law enforcement agencies.
5. Planning for future directions of the Task Force, beyond the term of available federal and/or state funding for Task Force activities;
6. Recommending an annual work plan of the Task Force; and

7. Insuring that the work plan includes drug enforcement and violent crime interdiction as its primary focus.

D. Application of Forfeitures to Task Force Activities.

1. All asset forfeiture monies or property resulting from Task Force drug investigations will be retained by the Task Force and applied to Task Force operations in the manner permitted by this MOU and its budget and as permitted by federal and state law.
2. When drug investigations worked totally by one law enforcement agency and independently of Task Force involvement result in asset forfeiture monies or property, that money or property will be retained by that law enforcement agency.
3. Equitable sharing provisions of the asset forfeiture law entitle local law enforcement agencies to request the transfer of forfeited assets back to law enforcement agencies based on their level of direct participation in the law enforcement investigation leading to the seizure and forfeiture of those assets.
 - a. The Task Force Commander will determine proportionate distribution of asset forfeitures based on other law enforcement agencies' involvement in the case. In cases of federal forfeitures, the federal agency involved in the seizure determines the equitable sharing outcome.
 - b. Direct participation includes non-uniform personnel commitment and expenses but excludes routine uniform law enforcement services, e.g.,

assisting in search warrants, arrests, conveyances, processing prisoners, K-9 officer, etc.

c. The Task Force Commander will recommend proportionate division of asset forfeitures received to the Task Force Steering Committee.

d. Recognizing that both the State and Federal asset forfeiture system provide rules and guidelines with regards to the division of seized assets, the Task Force Steering Committee shall have final authority to approve the division of asset forfeitures when such discretion exists.

4. The Task Force Commander shall provide a detailed financial summary of all transactions on a quarterly basis to the Task Force Steering Committee.

IV. LIABILITY AND INSURANCE

A. While performing operations within the corporate limits of the City of Madison, employees of the City of Madison assigned to the Task Force shall act as City of Madison employees and the City of Madison shall assume any liability for the acts of its employees acting within the scope of their employment pursuant to § 895.46(1), Wis. Stats.

B. Employees of the UNIVERSITY assigned to the Task Force shall act as employees of the UNIVERSITY. The UNIVERSITY shall assume liability for the acts of its employees acting within the scope of employment pursuant to §§ 893.82 and 895.46(1), Wis. Stats.

C. Law enforcement employees assigned to the Task Force, other than those employed directly by the County of Dane, shall be deemed to be acting as deputy sheriffs while engaged in or acting in support of operations of the Task Force outside their respective municipal boundaries. Pursuant to § 895.46(1), Wis. Stats., the COUNTY will assume the defense of any such employee

and his/her employer and pay any judgment rendered against any non-employee deputy sheriff acting within the scope of his or her authority for operations outside the jurisdiction of the employee's regular employing Agency.

D. Employees of the COUNTY assigned to the task force and the SHERIFF shall act respectively as employees and a public officer of the COUNTY. The COUNTY shall assume liability for the acts of said individuals acting within the scope of employment pursuant to § 895.46(1), Wis. Stats.

E. Employees from Participating Units while performing operations within the corporate limits of their municipality shall act as employees of their municipality and that municipality shall assume any liability for the acts of those employees while acting within their scope of employment pursuant to § 895.46(1), Wis. Stat.

F. Notwithstanding Article II., Section E., titles to motor vehicles acquired with Task Force funds will be split 50-50 between the CITY and COUNTY. Each entity will provide automobile liability insurance for those vehicles titled in its name. Regardless of how titled at the time of termination of this Agreement, all such vehicles are subject to Article VI., Section C. Vehicles used by the Task Force but acquired by any Party (including any Participating Unit) without Task Force funds, will be insured by the Party owning such vehicle and are not subject to Article VI., Section C.

G. The employer of any non-commissioned personnel assigned to the Task Force shall assume any liability for the acts of such non-commissioned employees acting within the scope of their employment.

H. The provisions of this Article shall survive termination of this MOU.

V. PERSONNEL

A. Each of the parties hereto agree to assign personnel to the Task Force as follows:

City of Madison

1. 1 Officer with the rank of Lieutenant or higher.
2. 1 Sergeant.
3. 4 Detectives
4. 4 Police Officers
5. 1 Civilian Support Staff

County of Dane

1. 1 Sergeant.
2. 4 Detectives
3. 1 Uniform Officer
4. ½ Civilian Account Clerk
5. ½ Civilian Support Staff
6. 1 LTE Civilian Support Staff

University of Wisconsin - Madison

1. 1 Detective or Sergeant.

Assignments shall be full-time unless otherwise indicated above. Each of the Parties hereto may assign additional personnel to the Task Force. All of the provisions of this MOU shall be applicable to the assignment of such additional personnel.

B. Each of the employees assigned to the Task Force shall remain employees of the assigning party and receive the compensation and benefits to which the employee would be entitled if he/she were not assigned to the Task Force. The assigning Party shall provide worker's compensation and disability coverage to its employees assigned to the Task Force as required by law.

C. Each law enforcement employee must meet the standards for deputization by the SHERIFF.

D. Each employee shall remain subject to rules and regulations of the employing Agency and shall be subject to discipline of the employing Agency.

VI. TERM AND TERMINATION

A. Term. This MOU shall commence on January 1, 2017 and terminate on December 31, 2026 unless renewed by mutual agreement of the Parties signed by the duly authorized agent or agents who executed the MOU.

B. Default. In the event any Party shall default in any of the covenants, agreements, commitments, or conditions herein contained, and any such default shall continue unremedied for a period of thirty (30) days after written notice thereof to the defaulting party, the non-defaulting Parties, at its or their option and in addition to all other rights and remedies which it or they may have at law or in equity, have the cumulative right to immediately terminate this MOU and all rights under this MOU, except as otherwise provided in the MOU.

C. Termination. Each Party reserve the right to terminate this MOU, as it applies to that specific party, at any time for their respective convenience upon written notice to the Parties to this MOU to be given prior to July 1st in any calendar year, effective at the end of a calendar year. Upon receiving notice of termination from one party, the remaining parties may mutual agree to terminate this MOU or may mutually agree this MOU shall remain in full force and the requesting party may be removed from this MOU.

In the event of termination of this MOU pursuant to this subsection, all property (including money received as the result of forfeitures and seizures), shall be divided in proportion to the number of full time personnel assigned to the Task Force by each agency during the previous year. "Property" as used herein includes that property described in Article II., Section E., as either CITY titled property or property acquired pursuant to a grant but does not include prior-acquired property of a Party. Any additional funds or property received following termination, which were due to the

activities of the Task Force prior to termination, shall be divided as set forth in this Article VI., Section C.

D. Amendment. Article VI., Section C., notwithstanding, any Party may amend or withdraw from the MOU with the written consent of the remaining Parties signed by the duly authorized agent or agents who executed this Agreement.

VII. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

Each Party shall abide by its respective nondiscrimination and affirmative action policies and procedures during the term of this MOU, and any amendment, deletion, addition or modification of policies existing at the inception of this MOU shall not be effective as against a Party's obligations under this Article unless approved by the other Parties in writing.

In the performance of the services under this MOU the Parties agree not to discriminate against any employee or applicant because of race, religion, marital status, age, color, sex, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. Parties further agree not to discriminate against any subcontractor or person who offers to subcontract on this contract because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

VIII. ADDITIONAL PROVISIONS

A. Third party Rights. This MOU is for the benefit of the Parties only and no person not a signatory to this MOU shall be entitled to claim the benefit of this MOU.

B. Entire Agreement. The entire agreement of the Parties is contained herein and this MOU supersedes any and all oral agreements and negotiations between the parties relating to the

subject matter hereof. The parties expressly agree that this MOU shall not be amended in any fashion except in writing, executed by all parties.

C. No Waiver. No failure to exercise, and no delay in exercising, any right, power or remedy hereunder on the part of any Party shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided by the party therein. A waiver of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

D. Execution in Counterparts. The Parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

IX. PARTICIPATION OF ADDITIONAL GOVERNMENTAL ENTITIES IN THE TASK FORCE

Participating Units within Dane County may be admitted to the Task Force upon execution of a Participation Agreement approved by each of the Parties to this MOU.

Participating Units, in addition to the Madison Police Chief, the Sheriff and the Chief of University Police, may serve in an advisory capacity with respect to law enforcement procedures and may jointly select a representative to serve as a part of any advisory board to the Parties to this MOU as provided in Article III.

IN WITNESS WHEREOF, the parties hereto have set their hands as of this _____ day of _____, 2016.

CITY OF MADISON
a municipal corporation

Paul R. Soglin, Mayor

Date: _____

Maribeth Wietzel-Behl, City Clerk

Date: _____

Michael C. Koval, Chief
Madison Police Department

Date: _____

APPROVED:

David P. Schmiedicke, Finance Director

Date: _____

APPROVED AS TO FORM:

Michael P. May, City Attorney

Date: _____

Eric T. Veum, Risk Manager

Date: _____

COUNTY OF DANE

Joe Parisi, Dane County Executive

Date: _____

Scott McDonell, Dane County Clerk

Date: _____

DANE COUNTY SHERIFF

David J. Mahoney, Sheriff

Date: _____

UNIVERSITY OF WISCONSIN

Susan Riseling, Chief
University of Wisconsin Police Department

Date: _____

**BOARD OF REGENTS OF THE
UNIVERSITY OF WISCONSIN SYSTEM**

Date: _____

Date: _____