

Resolution No. 25-14

Resolution to Authorize Intergovernmental Agreement to Create and Operate Regional Drug Enforcement Unit – St Croix Valley Drug Task Force

TO THE HONORABLE SUPERVISORS OF THE COUNTY BOARD OF THE COUNTY OF POLK:

Ladies and Gentlemen:

WHEREAS, pursuant to Wisconsin Statutes §§ 59.52(7) and § 66.0301, counties may coordinate with other counties and municipalities to jointly carry out responsibilities and duties required by law; and

WHEREAS, the counties of Polk, Pierce and St. Croix and the cities and villages located within such counties may, through cooperative effort, effectively combat the illegal distribution, sale and use of controlled substances as defined in Chapter 961 of the Wisconsin Statutes;

WHEREAS, it is in the interest of the County of Polk to enter into an intergovernmental cooperative agreement for the establishment and operation of the St. Croix Valley Drug Task Force for such purposes.

NOW, THEREFORE, BE IT RESOLVED that, pursuant to Wisconsin Statute §§ 59.52(7) and § 66.030, the Polk County Board of Supervisors does hereby authorize and agree to enter into the Intergovernmental Cooperative Agreement – St. Croix Valley Drug Task Force, which is attached hereto and incorporated herein.

BE IT FURTHER RESOLVED that the Polk County Board of Supervisors authorizes and directs the Polk County Sheriff to administer said intergovernmental agreement and carry out on behalf of Polk county those duties required of said cooperative agreement.

Funding Source/ Funding Amount:	Not Applicable
Date Reviewed as to Appropriations:	Not Applicable
Committee Recommendation as To Appropriation:	Not Applicable
Effective Date:	Upon Passage
Dated Submitted To County Board	August 19, 2014
Submitted By:	
Review By County Administrator: <input checked="" type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input type="checkbox"/> Reviewed Only <i>P. J. [Signature]</i>	Review By Corporation Counsel: <input checked="" type="checkbox"/> Approved as to Form <input type="checkbox"/> Recommended <input type="checkbox"/> Not Recommended <input checked="" type="checkbox"/> Reviewed Only <i>[Signature]</i>

Will [Signature]
Marvin Cooper

John [Signature]
[Signature]

Dana Frey, County Administrator	_____ Jeffrey B. Fuge, Corporation Counsel
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Acknowledgement of County Board Action
<p>Mark As Appropriate:</p> <p>At its regular business meeting on August 19, 2014, 2014, the Polk County Board of Supervisors considered and acted on the above resolution, Resolution No. <u>25-14</u>: Resolution to Authorize Intergovernmental Agreement to Create and Operate Regional Drug Enforcement Unit – St Croix Valley Drug Task Force, as follows:</p> <p> <input type="checkbox"/> Adopted by a vote of _____ in favor and _____ against. <input checked="" type="checkbox"/> Adopted by majority voice vote. <input type="checkbox"/> Defeated by a vote of _____ in favor and _____ against. <input type="checkbox"/> Defeated by majority voice vote <input type="checkbox"/> Action Deferred by Procedural Action, as follows: _____ _____ _____ _____ </p> <p>SIGNED BY: <u>William F. Johnson, IV</u> William F. Johnson, IV, County Board Chairperson</p> <p>Attest: <u>Carole T. Wondra</u> Carole T. Wondra, County Clerk</p>

Attachment – Intergovernmental Cooperative Agreement- St. Croix Valley Drug Task Force

ST. CROIX VALLEY DRUG TASK FORCE

PROTECTION AND SERVICE FOR CITIZENS OF:
ST. CROIX, PIERCE and POLK COUNTIES

St. Croix County – Lead Agency
1101 Carmichael Road
Hudson, WI 54016
715-381-4320 Fax: 715-386-4606

INTERGOVERNMENTAL COOPERATIVE AGREEMENT ST. CROIX VALLEY DRUG TASK FORCE

WHEREAS, the Counties of St. Croix, Pierce and Polk and cities/villages of: Amery, Baldwin, Balsam Lake, Centuria, Clear Lake, Ellsworth, Elmwood, Glenwood City, Hammond, Hudson, Luck, Milltown, New Richmond, North Hudson, Osceola, Prescott, River Falls, Roberts, Somerset, Spring Valley, St. Croix Falls, Star Prairie, Woodville, and the District Attorney's Offices of St. Croix County, Pierce County and Polk County desire to enter into an agreement to provide for a regional drug enforcement unit; and,

WHEREAS, the undersigned law enforcement administrators of the parties hereto having recognized the need for a cooperative effort to effectively create a means to combat the illegal distribution, sale and use of controlled substances as defined in Chapter 961 of the Wisconsin Statutes; and,

WHEREAS, Intergovernmental Cooperative Agreements are specifically authorized by Wisconsin Statutes Sections 59.52(7) and 66.0301.

NOW, THEREFORE, the parties established the St. Croix Valley Drug Task Force based on the agreements that follow:

- I. STRUCTURE OF THE ST. CROIX VALLEY DRUG TASK FORCE
 - A. The St. Croix County Sheriff's Office will serve as the lead agency for the St. Croix Valley Drug Task Force (SCVDTF) and thereby will be responsible for preparing quarterly and annual reports on activities. In addition to supplying statistical data relative to these activities, quarterly, annual reports will articulate the success or failure of SCVDTF to meet its goals through the objectives it has established for itself. In addition, the lead agency is responsible for preparation and administration of any and all grants awarded to the St. Croix Valley Drug Task Force. The lead agency, working in conjunction with the Oversight Board of Directors, will prepare budgets, determine equitable disbursement of grant funds, and serve as the financial disbursement manager.
 - B. Each participating agency shall provide a contact who the SCVDTF Director may contact directly.

- II. ST. CROIX VALLEY DRUG TASK FORCE OVERSIGHT BOARD OF DIRECTORS

- A. The Board of Directors will be comprised of six (6) members; one from each Sheriff's Office of each participating County, and one Police Chief or the Chief's designee from three participating cities or villages within each County.
- B. The Board of Directors shall meet a minimum of four (4) times per year, wherein an in-depth status reports concerning the SCVDTF's statistical information and activities will be given by the SCVDTF Director.
- C. Each member of the Board of Directors will have an equal vote in the decision making processes concerning the operations of the SCVDTF.
- D. The Board of Directors shall have the authority to approve operational policies and procedures for the SCVDTF.

III. ST. CROIX VALLEY DRUG TASK FORCE INVESTIGATIVE AGENTS

- A. Wages and Benefits. Except as provided in B. below, wages and benefits will be paid to the SCVDTF members by their respective municipality, and use of sick days, vacation days, etc. will be subject to current labor agreements between the employees' department and their respective governing bodies.
- B. Overtime Compensation. Chiefs and salaried officer shall be reimbursed for overtime beyond their normal work hours when they are actively involved in the actual investigation of drug activities. Reimbursement shall be made in accordance with established percentage rates by the lead agency in response to payroll reports submitted by the individual investigators. Reimbursements shall be made by the lead agency only after receipt of applicable funds from the Office of Justice Assistance. When an agency requests another agency to assist in a drug investigation and has not involved full time assigned personnel from the SCVDTF, the requesting agency will be responsible for overtime compensation. "Involved" is defined as contacting the respective coordinator, alerting them to the detail and coordinating the event, as soon as possible.
- C. Employed By: During the performance of duties, SCVDTF members will be considered employees of their respective municipalities and shall be covered by whatever insurance policies their employers provide. Task Force members will follow the policies, procedures and directives of their respective municipalities and law enforcement departments and will make all attempts to work in a collaborative effort with other task force members.
- D. Coordination of Training: Training for personnel attached to the SCVDTF shall be coordinated by the officer's home municipality/department, which shall bear the cost associated with the training. Training records will be kept on file at the employing agency.
- E. Other Training: Any other training that participating agencies may require (in-service, firearms, etc.) will be the responsibility of the employing agency.
- F. Rotation of Personnel: Full-time task force members will be encouraged to commit to the assignment for a three (3) year period with an additional option up to a maximum five (5) years. During this three year period, each member may apply for transfer from the Task Force for hardship or personal reasons to be reviewed by the Chief Executive of the assigning law enforcement department. The Chief Executive and the Task Force member will meet prior to the end of this three year period to review the optional additional two (2) year assignment. Both parties have the option to continue or to end the assignment during any point of the three to five year period as long as the request is done in a timely manner. The five year period may also extend as long as both parties agree.

IV. ST. CROIX VALLEY DRUG TASK FORCE DIRECTOR

- A. Duties and Responsibilities: The SCVDTF Director is appointed by the Board of Directors and is in charge of the investigation with advice from the Chief Executive. The Director shall be responsible for the overall administration and coordination of the investigation, support services, case review and analysis, budget preparation and administration, special operations and intelligence functions. Additional duties include liaison with the Chief Executive, other unit coordinators, the prosecutor and any other agencies and officials that are not Task Force members.
- B. Selection: SCVDTF Director shall be the lead agency director and his/her status shall be reviewed on an annual basis.
- C. Chain of Command: Replacement of the SCVDTF Director. The SCVDTF Director will report directly to the SCVDTF Board of Directors. In the event the SCVDTF Director is unable to fulfill his/her responsibilities due to absence, such as illness, vacation, etc., the Board of Directors shall appoint a replacement. This replacement shall be a member of the Board of Directors.

V. ST. CROIX VALLEY DRUG TASK FORCE COORDINATOR

- A. Each participating County Sheriff shall appoint a coordinator for the County. The coordinator for each County is responsible for its own daily operations. In addition, the coordinator will submit payment vouchers to the director on a quarterly basis, submit activity data to the Department of Justice and be accountable for used task force funds.

VI. PROPERTY SEIZURE

- A. From Task Force operations, all DAG-71 forms (Application for Transfer of Federally Forfeited Property) must be submitted to the Task Force Director for accounting purposes. Any agency that independently investigates a drug case which does not include any Task Force involvement or participation, which results in the asset forfeiture of either monies or property, the forfeiture is solely that department (minus the fees due to the U.S. Attorney/U.S. Marshal and 5% accounting fee for Task Force Director). In investigations where Task Force money or participation was present, any forfeiture would be divided among the agencies involved in the following manner. The required percentage based on the current year Task Force Budget would be returned directly to the Task Force with the remaining funds being divided proportionally between the agencies that took part in the investigations based on their level of the involvement and time committed to the case (determination of those percentages to be made by the Board of Directors). Vehicle forfeitures are exempt from the sharing agreement; if used by the seizing agency. Participating agencies must submit a record of all seized/forfeited monies or property to the Task Force Director on a quarterly report.

- VII. Liability Rests with Individual Party: It shall be understood that all liability for SCVDTF action rests with the respective jurisdiction of those members involved in any specific incident.
Employee Party Responsible for Injuries: Injuries of SCVDTF members shall be the responsibility of the agency employing said member.

VIII. MISCELLANEOUS PROVISIONS

A. Withdrawal from SCVDTF: Any party may withdraw upon sixty (60) days written notice to the Oversight Board of Directors.

The parties having read the entire agreement consisting of three (3) type written pages, which Constitutes the entire agreement between the parties hereto and shall supersede all previous agreements, whether oral or in writing, regarding the subject matter hereof and they hereby affix their duly authorized signatures this _____ day of _____, 20 ____.

This agreement represents the entire agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral.

Agency: _____

Law Enforcement Official Date of Signature

County Board Chairperson/Mayor/City Manager Date of Signature

