



BOARD OF SUPERVISORS

RESOLUTION NO. 49

Subject: Resolution in Support of a Multi-Year Cooperative Agreement Between Kenosha County, the City of Kenosha and the Village of Twin Lakes for the Kenosha Drug Operations Group

Original ☒	Corrected ☐	2 nd Correction ☐	Resubmitted ☐
Date Submitted: November 19, 2019		Date Resubmitted	
Submitted By: Judiciary & Law Enf. Committee & Finance/ Admin Committee			
Fiscal Note Attached:		Legal Note Attached: X	
Prepared By: Marc Levin, Chief Deputy		Signature: <i>[Handwritten Signature]</i>	

WHEREAS, Wisconsin State Statute § 66.0301 governing Intergovernmental Agreements, provides that two or more public agencies may enter into a cooperative agreement with one another for joint exercise of any power or duty required or authorized by law; and

WHEREAS, for many years, the Kenosha County Sheriff's Department, the City of Kenosha Police Department and the Village of Twin Lakes Police Department have combined its resources to investigate and combat drug crimes in the joint "Kenosha Drug Operations Group" or "KDOG", which has been very successful; and

WHEREAS, the U.S. Department of Justice ("DOJ") and the Department of Treasury conduct an Asset Forfeiture Program under federal law to remove the tools of crime from criminal organizations and recover property that may be used to compensate victims and deter crime, which has law enforcement as its most important objective; and

WHEREAS, federal law authorizes the DOJ and the Department of Treasury to share forfeited property with participating local law enforcement agencies and task forces if a number of conditions are met, including if local law enforcement agencies or task forces have pre-arranged written agreements describing the contributions of each agency and identifying an agency to serve as the fiduciary agent with certain responsibilities; and

WHEREAS, the participating agencies of KDOG have entered into annual agreements over the past several years addressing each agency's participation in KDOG, but they now desire to update and formalize a cooperative working arrangement and Intergovernmental Agreement as recommended by the DOJ and the Department of Treasury and as authorized by Wisconsin Statute § 66.0301; and

WHEREAS, the Intergovernmental Agreement attached hereto as "Exhibit A" between Kenosha County, the City of Kenosha and the Village of Twin Lakes formalizes the duties and responsibilities of each police agency with regard to KDOG and satisfies federal requirements necessary to participate in any asset forfeiture programs administered by the DOJ and the Department of Treasury; and

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Date Submitted: **November 19, 2019**

Date Resubmitted

Submitted By: **Judiciary & Law Enf.
Committee & Finance/Admin Committee**

WHEREAS, the respective police agencies, and their counsel, have reviewed the language in the Intergovernmental Agreement, determined it complies with applicable federal law and believe it is in the best interest of the law enforcement agencies involved for the operation of KDOG and continued effort to combat drug crimes and are asking their respective Councils and County Board to approve this Intergovernmental Agreement.

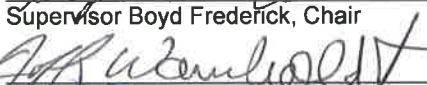
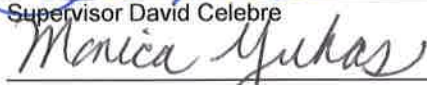
NOW, THEREFORE, BE IT RESOLVED, that the Kenosha County Board of Supervisors hereby supports, authorizes and approves the execution of the attached Intergovernmental Cooperative Agreement between Kenosha County, the City of Kenosha and the Village of Twin Lakes; and

BE IT FURTHER RESOLVED, by the Kenosha County Board of Supervisors, that the County Executive and the Sheriff of Kenosha County are authorized to execute this Intergovernmental Agreement and any document necessary to carry out the intent of this resolution.

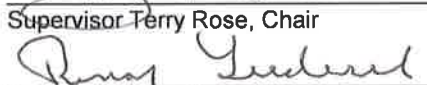
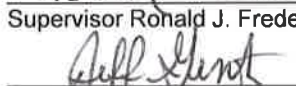
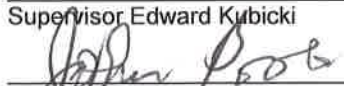
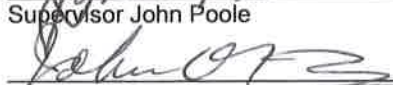
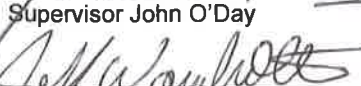
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Date Submitted: November 19, 2019	
Submitted By: Judiciary & Law Enf. Committee & Finance/Admin Committee	

Respectfully Submitted,
JUDICIARY AND LAW ENFORCEMENT COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Supervisor Boyd Frederick, Chair	☒	☐	☐	☐
 Supervisor Jeff Wambolt, Vice Chair	☒	☐	☐	☐
 Supervisor David Celebre	☒	☐	☐	☐
 Supervisor Monica Yuhas	☒	☐	☐	☐
 Supervisor Zach Rodriguez	☒	☐	☐	☐

FINANCE/ADMINISTRATION COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Supervisor Terry Rose, Chair	☒	☐	☐	☐
 Supervisor Ronald J. Frederick, Vice Chair	☒	☐	☐	☐
 Supervisor Jeffrey Gertz	☒	☐	☐	☐
 Supervisor Edward Kubickei	☐	☐	☐	☒
 Supervisor John Poole	☒	☐	☐	☐
 Supervisor John O'Day	☒	☐	☐	☐
 Supervisor Jeff Wambolt	☒	☐	☐	☐

**Kenosha County
Administrative Proposal Form**

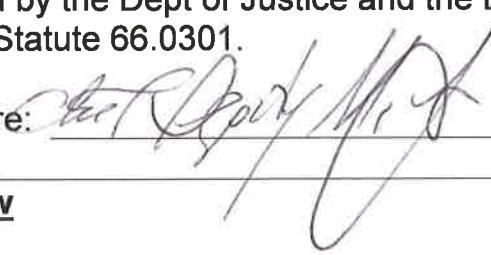
1. Proposal Overview

Division: Law Enforcement Department: SHERIFF

Proposal Summary (attach explanation and required documents):

Resolution in Support of a Multi-Year Cooperative Agreement Between Kenosha County, the City of Kenosha and the Village of Twin Lakes for the Kenosha Drug Operations Group.

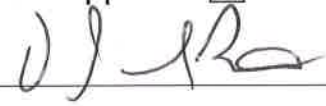
The participating agencies of the KDOG Unit have entered into annual agreements over the last several years addressing each agency's participation in KDOG, but they now desire to update and formalize a cooperative working arrangement and Intergovernmental Agreement as recommended by the Dept of Justice and the Department of Treasury and as authorized by Wisconsin Statute 66.0301.

Dept./Division Head Signature:  Date: 10-29-19

2. Department Head Review

Comments:

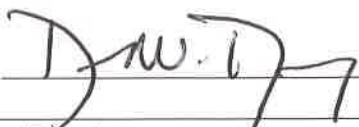
Recommendation: Approval ☒ Non-Approval ☐

Department Head Signature:  Date: 10-29-19

3. Finance Division Review

Comments:

Recommendation: Approval ☒ Non-Approval ☐

Finance Signature:  Date: 10/30/19

4. County Executive Review

Comments:

Action: Approval ☒ Non-Approval ☐

Executive Signature:  Date: 10/31/19

EXHIBIT A

KENOSHA DRUG OPERATIONS GROUP AGREEMENT BETWEEN THE COUNTY OF KENOSHA, THE CITY OF KENOSHA, AND THE VILLAGE OF TWIN LAKES REGARDING THE COOPERATION OF THE KENOSHA COUNTY SHERIFF'S DEPARTMENT, KENOSHA POLICE DEPARTMENT, AND VILLAGE OF TWIN LAKES POLICE DEPARTMENT

I. AUTHORITY & TERM

The “**KENOSHA DRUG OPERATIONS GROUP**” hereinafter referred to as **KDOG** is a cooperative effort by the following Member Law Enforcement Agencies: the Kenosha County Sheriff's Department, the City of Kenosha Police Department, and the Village of Twin Lakes Police Department. This agreement is entered into by the County of Kenosha, City of Kenosha, and the Village of Twin Lakes pursuant to Wis. Stat. § 66.0301 entitled “Intergovernmental Cooperation” and it shall reflect the understanding of the parties for the period of January 1, 2018, (in memorialization), through December 31, 2019. The parties to this Agreement may extend this Agreement for additional one year terms by express written agreement.

II. MISSION

The mission of KDOG is to combine and coordinate the law enforcement resources of the Kenosha County Sheriff's Department, City of Kenosha Police Department, and the Village of Twin Lakes Police Department to address the enforcement effort and to disrupt illegal use and abuse of controlled substances.

III. COUNTY-WIDE JURISDICTION

The Kenosha Sheriff's Department is hereby designated the “Leading Agency” and shall provide general supervision over KDOG. City of Kenosha Police Officers and Village of Twin

Lakes Police Officers who are assigned to KDOG shall be deputized by the Kenosha County Sheriff, and shall thereafter act in KDOG matters with countywide jurisdiction.

IV. TECHNICAL SUPPORT

KDOG may seek technical support from any unit of government willing and able to provide it. Specifically, they may call upon the District Attorney, or designee thereof, for legal action, training and assistance in procuring wiretaps and search warrants.

V. RESPONSIBILITY OF MEMBER AGENCIES

Member Law Enforcement Agencies will:

- A.** Contribute state trained and certified law enforcement officers.
- B.** Update the training of a contributed law enforcement officer.
- C.** Pay wages, salary, fringe benefits, retirement contributions, social security contributions, disability retirement contributions or benefits, unemployment compensation contributions or benefits, and workers' compensation benefits of a contributed law enforcement officer as determined by the governing body of the respective unit of government, by labor agreement, or by operation of law.
- D.** Determine and pay for, where applicable, sick leave, vacation leave, overtime pay, unpaid leave, other paid leave, and compensatory time off of a contributed law enforcement officer, and monitor and enforce the same.
- E.** Equip and maintain the equipment of contributed law enforcement officers. Said equipment is to be the property of the Member Law Enforcement Agency.
- F.** Follow KDOG Policy and Procedure Manual.

G. If necessary, the Village of Twin Lakes Police Department shall participate, as needed.

The Twin Lakes Police Department Officer may work no more than twenty (20) working days per month.

H. This agreement shall not waive any common law or statutory protections, defenses or immunities, nor shall it impose any liability beyond that allowed by state statute.

VI. FACILITIES

KDOG shall operate out of facilities that are provided by the Sheriff's Department, City of Kenosha Police Department, or Village of Twin Lakes Police Department and that are approved by both the Sheriff and Chief of the City of Kenosha Police Department.

VII. RECORDS

KDOG records shall be established and maintained in accordance with policies and procedures of the Kenosha County Sheriff's Department and the Bureau of Justice Assistance - U.S. Department of Justice Criminal Intelligence Systems Operating Policies (28 CFR Part 23).

VIII. ARREST STATISTICS

Arrests by KDOG officers shall be credited to KDOG. However, for uniform crime reporting statistical data, arrest statistics shall be credited to the Sheriff's Department. KDOG shall provide the Office of Justice Assistance with quarterly and annual reports of the unit's activities.

A. The Sheriff's Department, City of Kenosha Police Department, and Village of Twin Lakes Police Department agree to submit the required uniform crime reports in a timely manner.

- B.** The Sheriff's Department, through the KDOG Unit, shall provide to the State of Wisconsin Office of Justice Assistance, whenever applicable, within thirty (30) days from the date of conviction, the certified records of aliens who have been convicted of violating the criminal laws of the state.

IX. EVIDENCE

Evidence collected by KDOG shall be labeled as such, and maintained by Kenosha City/County Joint Services in its evidence facilities located 1000 – 55th Street, Kenosha, WI 53140.

X. PRESS RELEASES/CONFERENCES

Press releases and conferences shall be the responsibility of the Kenosha County Sheriff's Department.

XI. USE OF STATE AND FINANCIAL FUNDS

The participants agree to use all forfeiture funds in accordance with the current Federal Equitable Sharing Guidelines and where applicable Wisconsin State Statutes.

XII. COOPERATION

KDOG shall cooperate with non-member law enforcement agencies with respect to the exchange of information and status reports. When conducting investigations outside Kenosha County, KDOG shall cooperate with the appropriate law enforcement agency for that jurisdiction.

XIII. CONFIDENTIAL FUNDS

The Sheriff's Department agrees to comply with the United States Department of Justice - Asset Forfeiture and Money Laundering Section (AFMLS) guidelines under the Department of Justice - Equitable Sharing Program in the use and distribution of confidential funds.

XIV. SEIZED PROPERTY

All property, other than controlled substances, which is seized and to which title is procured under Federal or State law, shall, where authorized, become the property of KDOG, through its fiduciary agent Kenosha County Sheriff Department.

XV. EQUIPMENT

All equipment, which is purchased with State of Wisconsin Office of Justice Assistance (OJA), Federal Equitable Sharing, and/or the Wisconsin High Intensity Drug Trafficking Areas (HIDTA) Grant Funds, shall remain with KDOG. Such equipment shall be made available to all participating agencies in KDOG provided it does not interfere with unit operations. Any costs associated with the loan of such equipment such as repair or replacement shall be the responsibility of the agency to which the equipment is loaned.

The Sheriff shall consult and obtain the approval of the Police Chief for equipment in excess of \$5,000 that is purchased by using either the funds in the Wisconsin Forfeiture Fund, the Non-Forfeiture/CEASE Fund or Federal Equitable Sharing Funds.

XVI. FIDUCIARY RESPONSIBILITY

The Sheriff's Department serves as the fiduciary, i.e., the administrator of the funds. As the fiduciary agency, the Sheriff's Department shall submit one sharing request following the current United States Department of Justice-Asset Forfeiture and Money Laundering Section

(AFMLS) guidelines, under the Department of Justice-Equitable Sharing Program, on behalf of the KDOG task force under the Sheriff Department NCIC Agency Identifier (WI030000). Per current DOJ guidelines funds shall be awarded to the fiduciary agency and no longer to the KDOG task force NCIC Agency Identifier (WIEQ00164). Funds that are currently in the Federal Equitable Sharing Account under the task force which total approximately \$60,173 as of October 18, 2018 shall be transferred to the Sheriff Department equitable sharing account through use of the DOJ Equitable Sharing Sub-recipient Award Letter provided by DOJ and used for the continued operations of the KDOG task force. After this one time transfer, all task force equitable sharing funds shall remain with the Sheriff Department and no future transfer of funds shall be allowed.

Any outstanding sharing asset cases, pending sharing approval, in the Asset Forfeiture Program's online system, where DAGS are submitted, shall be reassigned to the fiduciary agency account, the Sheriff Department Federal Equitable Sharing Account, and used for continued KDOG operations. This transfer shall be reported on the final KDOG task force annual certification, which shall be submitted in January 2020. Effective October 1, 2018, all DAGS shall be submitted under the task force fiduciary agency, the Kenosha County Sheriff's Department, in the Asset Forfeiture Programs online system and the sharing award shall be deposited into the Sheriff Equitable Sharing Fund, Fund 280 , on Kenosha County's financial records.

There are three funds managed for the KDOG Unit operations: Federal Equitable Sharing Fund, the Non-Forfeiture / Cannabis Eradication and Suppression Effort (CEASE) fund, and the Wisconsin State Forfeiture Fund.

The Sheriff's Department shall continue to maintain independent accounting of each of these funds. (i.e., receipting and distribution of funds). The Sheriff's Department maintains the financial records of the three funds as follows:

- The Federal Equitable Sharing Fund financial transactions are managed in a separate Fund established on the Kenosha County jurisdictional accounting system.
- The Non-Forfeiture / CEASE fund and the WI State Forfeiture Fund are located in separate bank accounts at the Blackhawk Community Credit Union located at 925-59th Street, Kenosha, Wisconsin 53140.

Each of these accounts may consist of a Savings Account, Checking Account and/or a Money Market Account.

For the benefit of the KDOG Unit, the Sheriff has entered into an Equitable Sharing Agreement with the federal Asset Forfeiture Money Laundering Section (AFMLS). (NCIC Agency WI030000) The Office of Sheriff is the Governing Body Head and Fiduciary Agency for the KDOG Unit Equitable Sharing Agreement (WIEQ00164) until all funds have been transferred, the final annual certification has been submitted, and the task force equitable sharing account has been formally closed. After which, The Office of Sheriff shall remain the Governing Body Head and Fiduciary Agency for the KDOG task force operations. The Head shall be the Sheriff's Dept. Sergeant assigned as the Commander of the KDOG Unit for purposes of the Equitable Sharing Agreement. Federal Equitable Sharing funds must be used in accordance with the current Guide to Equitable Sharing for State and Local Law Enforcement Agencies and the Code of Federal Regulations including any modifications to this Guide going forward. The

Sheriff, or his designee, is responsible for completing the Annual Equitable Sharing Agreement and Certification document that details the funds received and spent.

Signatory for the Non-Forfeiture / CEASE Fund bank account are the Sheriff of Kenosha, Chief Deputy, Captain of Field Operations, Lieutenant of Investigations, and the KDOG Unit Commander.

Signatories for the WI Forfeiture Fund bank account are the Sheriff, Chief Deputy, Captain of Field Operations, Lieutenant of Investigations, and the KDOG Unit Commander.

The Kenosha Sheriff's Department Office Associate assigned to the KDOG Unit, the Sheriff's Department Administrative Accounting Associate and the Sheriff's Department Fiscal Services Manager handle the day-to-day accounting transactions of the three funds.

XVII. TERMINATION OF MEMBERSHIP

Upon thirty (30) day advance written notice, the City of Kenosha Police Department and the Village of Twin Lakes Police Department may withdraw from KDOG. The withdrawal of the City of Kenosha Police Department shall be deemed an act of dissolution of KDOG.

XVIII. DISSOLUTION

Should KDOG dissolve, the Sheriff's Department shall maintain all funds in the unit and equipment purchased with OJA, HIDTA, or General Funds. The Sheriff's Department, City of Kenosha Police Department, and the Village of Twin Lakes Police Department shall then withdraw their workers and any remaining equipment in proportion to the size of their contributions.

Equipment shall be designated to either the Sheriff's Department or the Kenosha Police Department upon agreement between the Sheriff and the Chief of Police.

Upon dissolution, all forfeiture funds remaining within the WI Forfeiture Fund bank account and the Non-Forfeiture/C.E.A.S.E. bank account will be divided by a percentage equal to the ratio of sworn personnel placed in the unit by the units involved up to and including the prior five years.

Federal Equitable Sharing fund balance shall remain with the Sheriff's Department, as the fiduciary of the KDOG Unit, and cannot be shared with the member agencies withdrawing from this agreement, per the current Guide to Equitable Sharing for State, Local and Tribal Law Enforcement Agencies.

The Village of Twin Lakes Detective shall return to their home agency. The Kenosha Sheriff shall rescind the countywide arrest powers given to officers of the Member Law Enforcement Agencies deputized through the terms of this Agreement.

XVIII. MODIFICATION

This Agreement may be modified, from time to time, in writing by the parties.

Signature pages follow

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates below.

COUNTY OF KENOSHA, WISCONSIN
A Wisconsin Corporate Body

By: _____
JIM KREUSER, County Executive

Date: _____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, YR _____, Jim Kreuser, County Executive, of Kenosha County, a Wisconsin corporate body, to me known to be such County Executive of said Wisconsin corporate body, and acknowledged to me that he executed the foregoing instrument as such officer as the Agreement of said corporate body, by its authority.

Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

CITY OF KENOSHA, WISCONSIN
A Wisconsin Municipal Corporation

BY: _____
JOHN M. ANTARAMIAN, Mayor

DATE: _____

BY: _____
DEBRA SALAS, City Clerk/Treasurer

DATE: _____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, YR _____, John M. Antaramian, Mayor, and Debra Salas, City Clerk/Treasurer of the City of Kenosha, Wisconsin, a municipal corporation, to me known to be such Mayor and City Clerk/Treasurer of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

Print Name: _____
Notary Public, Kenosha County, WI.
My Commission expires/is: _____

VILLAGE OF TWIN LAKES
A Wisconsin Municipality

BY: HOWARD K. SKINNER, Village President

DATE: _____

BY: LAURA ROESSLEIN, Village Clerk

DATE: _____

STATE OF WISCONSIN)
: SS.
COUNTY OF KENOSHA)

Personally came before me this ____ day of _____, YR ____, Howard K. Skinner, Village President and Laura Roesslein, Village Clerk of the Village of Twin Lakes, a municipal corporation, to me known to be such Village President and Village Clerk of said municipal corporation, and acknowledged to me that they executed the foregoing instrument as such officers as the agreement of said municipal corporation, by its authority.

Print Name: _____
 Notary Public, Kenosha County, WI.
 My Commission expires/is: _____