

POLICE DEPARTMENT

1901 DELAFIELD STREET
WAUKESHA, WISCONSIN 53188-3672
TELEPHONE (262)524-3831 FAX (262)524-3897

DANIEL P. THOMPSON

Chief of Police

COMPUTER FORENSICS COOPERATIVE AGREEMENT BETWEEN THE WEST BEND POLICE DEPARTMENT AND THE CITY OF WAUKESHA

The **West Bend** and the City of Waukesha and their respective police departments, enter into this Agreement, which becomes effective with the signatures of both parties and remains in effect until terminated hereunder.

I. PURPOSE/MISSION

In an increasingly digital world, the need for effective digital forensics and gathering of electronic evidence is of paramount importance. However, the costs associated with software/hardware licenses to digital forensic programs like Cellebrite Premium and GrayKey are largely unaffordable for small law enforcement agencies. The purpose of this Agreement is to provide for cooperative use of digital forensic assets owned by the Waukesha Police Department (WKPD) to create a productive framework and collaborative crime-fighting environment in which the resources of its participants (including funding, manpower and expertise) can be combined to effectively and efficiently make a significant impact on crimes involving electronic evidence. While the WKPD leads this innovative effort, WKPD believes that partnerships with other law enforcement agencies will result in more cost-effective access to the necessary tools necessary to provide a higher probability of obtaining the electronic evidence needed to fight crime. The **West Bend Police Department** concurs with this assessment and desires to participate.

II. RESPONSIBILITIES

❖ **WKPD will:**

- Allow designated personnel of the **West Bend Police Department** access to WKPD's computer forensics lab and use of the digital forensic equipment and software listed on Exhibit A attached hereto (Presently in Room 267, located on the upper level of the CID wing in the WKPD building).
- Provide an RFID badge to **West Bend Police Department's** personnel to provide 24/7 access to the computer forensics lab.



- Access is first-come, first-served, and WKPD personnel shall have priority use of the lab at all times.
- Provide and maintain software/hardware licenses for all resources based upon WKPD's forensic needs. **West Bend Police Department** personnel shall at all times abide by the terms and conditions of all software and hardware licenses.
- Provide training and resources for all personnel using the computer forensics lab. WKPD personnel will not perform forensic work for the **West Bend Police Department** or its personnel and are not obligated to provide support after the initial training is completed.

❖ ***West Bend Police Department will:***

- Timely pay the required dues as shown on the attached Exhibit A.
- Agree to work together and co-operate in good faith with all other agencies that have executed similar Cooperative Agreements with WKPD.
- Provide the names and contact information of personnel requesting access to the computer forensics lab upon signing this Agreement. A maximum of two personnel per outside agency will be allowed access.
- Ensure that its personnel will visibly display the provided RFID badge while inside the WKPD building.
- Ensure that its personnel will advise WKPD dispatchers upon arriving and leaving the forensic lab.
- Immediately notify WKPD's point of contact of any issues with the forensic equipment or RFID badges.
- Replace or repair any WKPD hardware or software that is damaged by misuse by Agency personnel.
- Follow all WKPD rules for use of the forensics lab and the direction of WKPD personnel.
- Not use, or allow to be used, the forensics lab for any non-law-enforcement purpose, any illegal purpose or in violation of any manufacturer's instructions or policies.

III. POINTS OF CONTACT

WKPD CID Lieutenant Scott Christensen shall serve as the primary point of contact.

IV. INDEMNIFICATION & LIABILITY

- ❖ All members of the Task Force are governmental entities entitled to governmental immunity under law, including Wis. Stat. § 893.80. Nothing contained herein shall waive the rights and defenses to which each Task Force Member may be entitled under law, including all of the immunities, limitations, and defenses under Wis Stat. § 893.80, or any subsequent amendments thereof. Nothing contained within this agreement is intended to be a waiver or estoppel of any participating municipality or

its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including those contained within Wisconsin Statutes §§ 893.80, 895.52, and 345.05. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin Law

- ❖ Each Task Force member shall bear the risk of its own actions, as it does with its day-to-day operations.
- ❖ The employees of a Task Force member shall be covered by his or her employing agency for purposes of worker's compensation, unemployment insurance, and benefits under ch. 40 of the Wisconsin statutes.
- ❖ Task Force members shall maintain an insurance policy or maintain a self-insurance program that covers activities that it may undertake by virtue of membership in the Task Force. Minimum coverage limits are \$1,000,000 per occurrence and \$2,000,000 aggregate, and the City of Waukesha shall be an additional insured.
- ❖ The obligations set forth in this Article IV shall survive the termination or expiration of this Agreement.

V. OTHER PROVISIONS

- A. WKPD shall not provide storage for any devices under forensic investigation and/or any data retrieved from such devices. The **West Bend Police Department** shall maintain such devices and/or data at its own facility and consistent with its own policies.
- B. At all times and under all circumstances under this Agreement, all personnel shall remain under the sole command of each agency's respective supervisors and shall remain employees of their respective agencies. This Agreement shall not be deemed to implicate the mutual-assistance statute, Wis. Stat. §66.0313.
- C. All agencies under this Agreement shall operate within their own operating policy/procedure in respect to the usage of their equipment/software at their agency and shall be solely liable for all acts undertaken by their employees.
- D. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

- E. The undersigned represent that they are empowered to undertake the covenants, promises, and agreements set forth herein, and that they are duly authorized to enter into this agreement on behalf of their respective entities.
- F. This Agreement sets forth all of the covenants, provisions, agreements, conditions, and understandings between the agencies, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, other than are herein set forth.
- G. Any data observed/obtained from another sharing agency is deemed property of the providing or originating agency, therefore any other agency shall not disclose said data to any persons or entities.
- H. All requests for open records will be referred to the agency that owns the data.
- I. Agency's use of the lab is at Agency's sole risk. WKPD does not warrant the accuracy of any results obtained by use of the lab.

VI. TERM & TERMINATION

The term of this Agreement will become effective on the last date it is signed by the parties, for a term of one calendar year. It shall automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least 30 days prior to the end of the then-current term. WKPD may terminate this Agreement at any time if licensing terms of any forensic tool utilized are changed such that the purpose of this Agreement is frustrated. Upon early termination, a pro-rata refund of pre-paid dues shall be made to agency.

VII. MODIFICATIONS:

The terms of this Agreement may be amended upon mutual written consent of both the Waukesha Police Department and the **West Bend Police Department**.

WKPD

 Shawn Reilly
 Waukesha Mayor

Date: _____

WBPD



 Timothy Dehring
 Chief of Police

Date: 08/21/24

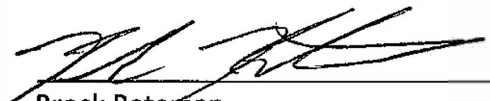
ATTEST:

Anthony Brown
Waukesha City Administrator
Date: _____


Daniel Thompson
Chief of Police
Waukesha Police Department
Date: _____

Brian Running
Waukesha City Attorney
Date: _____

ATTEST:



Brock Bateman
Detective



Bryan Goehring
Detective

EXHIBIT A

COMPUTER FORENSICS LAB COSTS/DUES/BILLING NOTICE

I. CURRENT EQUIPMENT PROVIDED (HARDWARE AND SOFTWARE ESTIMATES)

- ❖ 5 Forensic Workstations with Dual Monitors, \$60,000
- ❖ Forensic File Server \$75,000
- ❖ Write Blockers: Tabluea SATA/IDE and Forensic Bridges, \$15,500
- ❖ Two Laptops for Internal/External Use, \$6,000.
- ❖ 3 Cellebrite UFED Touch2 Device, with Physical Analyzer, \$36,000
Hardware costs, Physical Analyzer/UFED 4PC Software Licenses,
\$18,400 Annually
- ❖ Magnet AXIOM Software (Cloud Option), \$7,000 Annually three licenses
- ❖ GrayKey Hardware/Software, \$48,000 Annually (Unlimited Unlocks)
- ❖ Cellebrite Premium Hardware, \$30,000 Annually (140 Advanced Unlocks)
- ❖ DVR Examiner \$5,500 Annually
- ❖ Cellhawk Analytics Software, \$3,000.00
- ❖ Input Ace Video Analysis Software \$2,500 Annually
- ❖ X-Ways Forensics Software \$1,532 Annually two licenses
- ❖ EnCase Forensic Software \$1,222 Annually
- ❖ Digital Collector Apple Forensic Software \$5,000 Annually two licenses
- ❖ Berla Vehicle Forensics Hardware \$12,000 Berla Ive software \$3,250 Annually
- ❖ Forensic Explorer Software \$2,000 Annually two licenses
- ❖ Passware password cracking software \$500 Annually
- ❖ Chip off and phone repair hardware \$12,000
- ❖ Faraday Room \$100,000
- ❖ Case Review Workstation \$4,000
- ❖ Mobile Forensic Lab with workstation \$50,000

II. COSTS PER AGENCY

- ❖ The Waukesha Police Department has established a flat fee per agency in the amount of **\$5,000** per year, based upon initial assessment and projected agency participation. The hardware/software costs noted in section I, will remain in the lab inventory for the next calendar year and will be available to any and all participating Agencies. Fees may be pro-rated if the agreement is signed after January 1.
 - i. This signed agreement with the West Bend Police Department will be pro-rated beginning on September 1, 2024, and ending on December 31, 2024. The payment due amount is \$1667. Then follow Section VI above moving forward.*
- ❖ All hardware equipment and software licenses purchased with Lab funds are the sole property of the Waukesha Police Department.
- ❖ All equipment, including hardware and software licenses, purchased by any Agency with its separate funds shall remain that Agency's sole property. Use of such equipment, and the introduction to and storage of such equipment in the Lab, including hardware and software licenses, shall be subject to Waukesha PD approval.

Payments may be dropped off or mailed to:

**Waukesha Police Department
Attn: Maureen Elliott
1901 Delafield Street
Waukesha, WI 53188**