



City of Waukesha
201 Delafield St. Waukesha, WI 53188
Tel: 262.542.3700
waukesha-wi.gov

Committee: Click here to enter text.	Date: 10/24/2022
Common Council Item Number: ID#22-5121	Date: 11/1/2022
Submitted By: Assistant Chief of Police Tom Wagner	City Administrator Approval: KML
Finance Department Review: JPC	City Attorney's Office Review: BER
Subject: Suburban Narcotics and Vice Intergovernmental Cooperation Agreement (NAVU IGA)	

Details:
The City of Brookfield and City of Waukesha Police Departments are cooperating in narcotics and vice-related investigations. These matters are best addressed by multi-jurisdiction cooperative efforts, to maximize the effectiveness of resources and to share intelligence on a regional basis. This contract, referred to as an intergovernmental agreement or IGA, is authorized by Wis Stat §66.0301, which authorizes cooperation contracts among municipalities in general. This IGA recognizes the cooperation between the Brookfield and Waukesha Police Departments in what they refer to as the Narcotics and Vice Unit, or NAVU, and importantly, it spells out duties and obligations of the parties and specifies that the departments retain command authority over their respective personnel and are responsible for compensation of their own personnel, even when they are operating in the other's jurisdiction. This clarifies that this is not a mutual-aid arrangement, where command and compensation can go to departments other than the officers' own. This IGA is also drafted so that other departments can join in the future if they want to cooperate, just by signing on.

Options & Alternatives:
We do not recommend any alternatives. Cooperation in narcotics and vice investigations is necessary and already takes place among police departments, and it is important to have a document that clearly spells out the rights and duties of the departments when they do cooperate.

Financial Remarks:
There is no financial impact to the City.

Executive Recommendation:
Authorize the execution of the Suburban Narcotics and Vice Intergovernmental Cooperation Agreement by the Mayor and City Clerk-Treasurer.

Suburban Narcotics and Vice Intergovernmental Cooperation Agreement

This Suburban Narcotics and Vice Intergovernmental Cooperation Agreement, referred to herein as the Agreement, is made by and between the undersigned law enforcement agencies, referred to herein as the Participating Agencies, pursuant to Wis. Stat. §66.0301.

Recitals

The Participating Agencies recognize that reduction of narcotic- and vice-related criminal activity requires significant, specialized investigative effort and is more efficiently and effectively achieved through a multi-jurisdictional approach.

In recognition of that fact, the Participating Agencies desire to cooperate and assist each other by assigning personnel, equipment, and available resources to multi-jurisdictional investigations of narcotic- and vice-related incidents.

Now, therefore, in consideration of the mutual covenants and promises set forth in this Agreement, the Participating Agencies agree as follows:

- 1. Purpose and Commitment.** The purpose of this Agreement is to promote and provide cooperation among law-enforcement agencies to achieve greater effectiveness in addressing narcotics and vice-related crimes in their jurisdictions. Participating Agencies shall in good faith commit resources to this cooperative effort, which shall be known as the Suburban Narcotics and Vice Unit, or NAVU.
- 2. Administration.** The chief executive officer of each Participating Agency, or his or her designees, shall administer the Participating Agency's participation and obligations provided in this Agreement, and shall designate personnel and equipment from their respective agencies that will be committed to participation in NAVU, referred to herein as Designated Resources. Participating Agencies shall designate personnel having training and experience in narcotics and vice investigations, and equipment specialized for use in narcotics or vice investigations, to the extent the Participating Agency has such personnel or equipment and can dedicate them to NAVU.
- 3. Request for Aid.**
 - a.** If a Participating Agency identifies within its jurisdiction potential criminal activity involving narcotics or human trafficking, which by its scope or nature (i) will be beyond the capabilities of the Participating Agency to investigate safely or effectively; (ii) requires specialized equipment or trained personnel that the Participating Agency does not have; (iii) is of regional concern and impacts jurisdictions of other Participating Agencies; or (iv) is otherwise determined in the good-faith discretion of the Participating Agency to require the aid of other Participating Agencies, then the Participating Agency may request aid from other Participating Agencies, and the other Participating Agencies shall render such aid as provided in this Agreement.
 - b.** The request shall be as specific as possible as to the nature of the criminal activity, the scope of the criminal, activity, and the aid sought from other Participating Agencies,

including the specific personnel and equipment being requested, so that responding Participating Agencies can evaluate appropriate level of Designated Resources in response to the request.

- c. Requests for aid pursuant to this Agreement shall be limited to criminal activities directly related to narcotics or human trafficking. Requests for aid concerning activities indirectly related to narcotics and human trafficking may be considered by responding Participating Agencies, but do not require a response from other Participating Agencies, in their sole discretion.
4. **Rendering Aid.** Upon receiving a request for aid from a Participating Agency, the chief executive officer or designee of the responding Participating Agency shall evaluate the specific aid requested, and determine whether designated resources are available and can be directed to participate in NAVU. If the chief executive officer determines that designated resources are available, then the requesting Participating Agency shall promptly be notified of the availability of the designated resources, and the designated resources shall be directed to participate in the requested NAVU activities.
5. **Declining Aid Requests.** All Participating Agencies have an obligation to participate in NAVU investigations pursuant to this Agreement to the extent they can, in good faith. However, Dedicated Resources are not dedicated exclusively to NAVU participation, and at all times remain available to the Participating Agency for deployment in the Participating Agency's jurisdiction. Participating Agencies may decline requests for aid if committing Designated Resources to NAVU would not be in the best interests of their own jurisdictions, in their sole discretion.
6. **Sharing Intelligence, Identifying Regional Threats.** Participating Agencies shall share among themselves all intelligence gathered by them concerning narcotics- and vice-related activities to the extent that they may legally do so, and shall work cooperatively to identify threats of such activities in the region represented by their jurisdictions and prepare strategies to address those threats preemptively.
7. **Statutory Authority.** This Agreement is entered into pursuant to Wis. Stat. §66.0301, and is not a mutual aid agreement pursuant to Wis. Stat. §66.0313.
8. **Extraterritorial Jurisdiction.** The Participating Agencies acknowledge and agree that their respective personnel will exercise their authority to act, including authority to arrest, outside of their territorial jurisdictions and in the territorial jurisdictions of other Participating Agencies, pursuant to Wis. Stat. §175.40(6). All Participating Agencies represent that they have written policies in place meeting the requirements of Wis. Stat. §175.40(6)(d).
9. **Command Authority.** All personnel assigned to NAVU investigations remain under the command of their respective agencies and command staff, regardless of whether they are conducting NAVU activities in their own jurisdiction or in the jurisdiction of another Participating Agency.

10. **Compensation of Personnel.** All personnel assigned to NAVU investigations shall be compensated for their work, including workers compensation, unemployment insurance, and all other benefits, by their own respective agencies, and not by the Participating Agencies with which they are participating in NAVU investigations.
11. **Expenses.** All expenses incurred during participation in NAVU activities shall be borne by each Participating Agency, and Participating Agencies shall not be required to pay or reimburse any other Participating Agency for any expenses incurred in the course of NAVU participation. However, in the case of highly unusual or excessively burdensome expenses, Participating Agencies may submit requests for reimbursement to benefited Participating Agencies, and the benefited agencies may elect to provide reimbursement, at the sole discretion of the benefited agencies' governing bodies.
12. **Insurance and Risk Allocation.** Each Participating Agency shall bear all risks of its, and its employees', participation in NAVU and being party to this Agreement. Participating Agencies shall maintain insurance coverage to protect against such risks, including, at a minimum, general liability coverage with contractual liability coverage, automobile liability coverage, worker compensation coverage, and such additional coverages and amounts as determined necessary by the Participating Agencies.
13. **No Waiver of Immunity or Liability Limits.** Nothing contained in this Agreement shall be deemed to be a waiver or estoppel by any Participating Agency or its insurers of the limitations, defenses, and immunities granted by Wisconsin law, including those granted by Wis. Stat. §§893.80, 895.52, or 345.05. To the extent that indemnification is available and enforceable, no Participating Agency or its insurers shall be liable for indemnification or contribution in amounts greater than the limits of liability for municipal claims established by Wisconsin law.
14. **No Entity Created.** Personnel assigned to render aid pursuant to this Agreement may identify themselves as the Suburban Narcotics and Vice Unit or NAVU while participating in cooperative investigative activities. However, this Agreement does not, and shall not be deemed to, create an independent law-enforcement entity, and each Participating Agency acts individually in the performance of its terms.
15. **Sharing of Asset Forfeitures.** Any money or property seized through the asset forfeiture process will be shared by Participating Agencies pro-rata according to the proportion of the participating NAVU personnel from each Participating Agency to the total number of participating NAVU personnel as of the time of the seizure. The sharing percentages shall initially be as shown on Exhibit A, and Exhibit A shall be updated from time to time as participating personnel changes.
16. **Withdrawal from Agreement.** Any Participating Agency may withdraw from this Agreement by giving 90 days' advance written notice to all Participating Agencies.
17. **Removal from Agreement.** Participating Agencies that fail to comply with the terms of this Agreement or whose designated members fail to perform to the standards necessary to

accomplish this Agreement's intent may be removed as Participating Agencies by a two-thirds vote of the chief executive officers of all of the Participating Agencies.

- 18. Effective Date and Joinder of Future Participating Agencies.** This Agreement shall be effective with respect to each Participating Agency as of the date of duly-authorized execution by the Mayor, Village President, or Town Chairperson of the Participating Agency's municipality. After the initial effectiveness, additional Participating Agencies may join in this Agreement, upon the unanimous approval of all of the chief executive officers of the then-current Participating Agencies, and the effective date of joining shall be the date of duly-authorized execution of this Agreement by the Mayor, Village President, or Town Chairperson of the Participating Agency's municipality, which shall be appended to this Agreement.
- 19. Prior Agreements Superseded.** This Agreement supersedes any agreement between any of the Participating Agencies concerning investigations of narcotics- or vice-related criminal activity.
- 20. Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together form one single document. Signatures delivered in electronic form shall be effective as originals.
- 21. Severability.** The provisions of this Agreement are severable and if any portion of this Agreement is held invalid by a court having jurisdiction, that portion shall be severed to the full extent possible and the remainder of this Agreement shall remain in force and effect.
- 22. Modification of Agreement.** This Agreement may only be amended by the written agreement of all of the Participating Agencies at that time.

Signature pages follow.

The City of Brookfield, Wisconsin joins the Suburban Narcotics and Vice Intergovernmental Cooperation Agreement as a Participating Agency.

Steven V. Ponto, Mayor

Date: _____

Michelle Luedtke, City Clerk

Date: _____

Execution authorized by Common Council on _____

The City of Waukesha, Wisconsin joins the Suburban Narcotics and Vice Intergovernmental Cooperation Agreement as a Participating Agency.

Shawn N. Reilly, Mayor

Date: _____

Gina L. Kozlik, City Clerk-Treasurer

Date: _____

Execution authorized by Common Council on _____