

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE PARTICIPATING MEMBERS OF THE**  
**WAUKESHA COUNTY DRUG TASK FORCE**

This Memorandum of Understanding, will be entered into on the 1<sup>st</sup> day of October, 2022, between the Drug Enforcement Administration, Wisconsin Department of Justice – Division of Criminal Investigation, City of Waukesha Police Department, Village of Menomonee Falls Police Department, City of New Berlin Police Department, City of Muskego Police Department,, Village of Eagle Police Department, Village of Summit Police Department, Village of Elm Grove Police Department, City of Oconomowoc Police Department, Town of Oconomowoc Police Department, Village of Pewaukee Police Department, United States Attorney’s Office, Waukesha County District Attorney’s Office, and the Waukesha County Sheriff’s Office.

**I. MISSION STATEMENT**

We, the undersigned and above named, Federal, State, and Local law enforcement agencies operating in Waukesha County recognize the need for cooperative effort on the part of law enforcement agencies to effectively combat the illegal distribution, sale, manufacture, and use of controlled substances within Waukesha County.

We hereby establish our intent to belong to, as well as cooperate with the Waukesha County Drug Task Force, and agree to be participating members.

We adopt and agree to the by-laws that are a part of that organization and further agree to the following policies and procedures, which although not formal by-laws, are understood to be the everyday operational aspects of the group.

**II. DEFINITIONS**

- a. **LEAD AGENCY:** The law enforcement agency designated as the lead agency of the Waukesha County Drug Task Force.
- b. **FISCAL AGENCY:** The law enforcement agency designated as the fiscal agency for the Waukesha County Drug Task Force.
- c. **BOARD OF DIRECTORS:** A Waukesha County Drug Task Force board of directors is established and will meet on a routine basis, in accordance with established by-laws.
- d. **PARTICIPATING MEMBERS:** Those Waukesha County law enforcement agencies, to include the U.S. Attorney’s Office and

Waukesha County District Attorney's office, actively involved in the Waukesha County Drug Task Force.

- e. GROUP PERSONNEL: Federally or Wisconsin certified law enforcement personnel, assigned by the participating members of the Waukesha County Drug Task Force, to carry out the mission and enforcement activities of the group.

### **III. LEAD AGENCY RESPONSIBILITIES**

- a. The Waukesha County Sheriff's Office and the Drug Enforcement Administration are designated as the lead agencies and shall have operational authority over the Waukesha County Drug Task Force operations and activities.
- b. The Group Supervisor/Task Force Commander assigned by the lead agencies will coordinate all law enforcement activities of the group and supervise all assigned group personnel.
- c. The lead agencies will be responsible for disseminating group policies, rules, and regulations, to group personnel.
- d. The lead agencies will ensure that the Waukesha County Drug Task Force complies with all conditions set forth by the United States of America – Department of Justice, the State of Wisconsin – Office of Justice Assistance, and/or any other federal, state, or local agency/program providing grant funding for the task force.
- e. The lead agencies will ensure that all group personnel receive a minimum of 24 hours of narcotics related training per year.

### **IV. FISCAL AGENCY RESPONSIBILITIES**

- a. The Waukesha County Sheriff's Office is designated as the fiscal agency and shall be responsible for the financial administration of the Waukesha County Drug Task Force.
- b. The fiscal agency is responsible for receiving grant money and other funds from other governmental and private entities for the benefit of the group and providing payments for costs associated with the operation of the group.

### **V. PARTICIPATING MEMBER RESPONSIBILITIES**

- a. Group personnel assigned to the Waukesha County Drug Task Force shall receive their salary and benefits from their parent participating member.

- b. Group personnel shall remain covered by the Worker's Compensation Insurance of their parent participating member.

## **VI. INVESTIGATIVE JURISDICTION**

- a. Group personnel shall possess arrest powers throughout the United States of America and/or Waukesha County either by means of Federal Deputization provided by the Drug Enforcement Administration or Special Deputy status provided by the Sheriff of Waukesha County.
- b. Group personnel deputized pursuant to this Memorandum of Understanding shall remain employees of their parent participating member and shall remain under the control and supervision of their parent participating member.
- c. Group personnel performing those duties pursuant to this Memorandum of Understanding shall be deemed to be performing regular duties for their parent participating member.
- d. Investigations in various jurisdictions will be a cooperative effort between the group and the law enforcement agency having primary jurisdiction in the location of the criminal activity.

## **VII. GROUP PERSONNEL - DRUG SCREENING**

- a. Group personnel shall be subjected to a drug screen upon assignment to and re-assignment from the Waukesha County Drug Task Force.
- b. If during assignment to Waukesha County Drug Task Force, the Group Supervisor develops cause for a drug screen on any group personnel, the agency head for the parent participating member of the suspect group personnel will be contacted. It will be the responsibility of the parent participating member to facilitate the requested drug screen for cause.
- c. A positive test result on a drug screen by any Waukesha County Waukesha County Drug Task Force personnel shall result in the immediate re-assignment from the group.
- d. All costs involved with the administration of pre, post, and for cause drug screenings are the responsibility of the parent participating member of the subject group personnel.
- e. The scheduling of drug screening tests and receiving of test results are the responsibility of the parent participating member of the subject group personnel. The parent participating member retains the discretion to use their designated facility to accomplish this testing.
- f. Any further action taken against group personnel as a result of a drug screening shall be in accordance with the parent participating member's policy and procedure.

## **VIII. ASSET FORFEITURE**

- a. The Waukesha County Drug Task Force will ensure that all assets seized as part of group investigations are forfeited in accordance with state and federal guidelines.
- b. Waukesha County Drug Task Force forfeited assets will be shared with participating members of the group. Sharing will be based upon participation in the Waukesha County Drug Task Force.
  - i. In federal asset forfeiture cases, each participating member will be required to submit its own documentation to the Department of Justice to receive a portion of the shared funds. See Addendum I for Waukesha County Drug Task Force pre-established federal asset forfeiture sharing formula which is herein incorporated into this Memorandum of Understanding.
  - ii. In state asset forfeiture cases, each participating member will receive a share of the awarded asset equal to their personnel contribution to the group at the time of the seizure. Personnel contribution is defined as the number of full-time and/or part-time personnel assigned to the group. This sharing distribution will be determined by the Fiscal Agency upon receipt of an awarded seizure.
- c. The Waukesha County Drug Task Force will ensure that program income generated from the sale of seized and forfeited assets, personal or real property, or from seized and forfeited money, will comply with all state and federal regulations and guidelines.
- d. The Waukesha County Drug Task Force will ensure that there is compliance with OJA's confidential fund and use of program income generated by seizures and forfeiture guidelines and that this group will develop a formula with regard to the actual percentage of funding versus actual annual budget of the groups activities.

## **IX. GENERAL DIRECTION / POLICY**

- a. By signing this Memorandum of Understanding as a participating member, the municipality agrees to abide by the by-laws and give authority to the Waukesha County Drug Task Force – Board of Directors to create and pass policies and procedures that will govern the workings of the group, as well as the day-to-day operations of the group.
- b. It is understood that officers or agents assigned to the group will be subject to the rules and regulations of their respective departments and will be subordinate to the group administrators and will abide by its policies and procedures.

- c. It is understood that the individual department's rules and regulations supersede the rules and regulations of the Waukesha County Drug Task Force and any conflict between the participating member/department's rules and regulations and the rules and regulations of the group shall be brought to the attention of the Group Supervisor/Task Force Commander to resolve with a contact person of the participating member and then, if necessary, to the board of directors.
- d. It is further agreed that any disputes or disagreements with the policies and procedures of the by-laws will be taken to the board of directors of the group at its regularly scheduled meetings.
- e. It is understood that full-time Group Personnel assigned to the Waukesha County Drug Task Force may be selected to become a Task Force Officer (T.F.O.), and as such, be Deputized by the Drug Enforcement Administration. It is further understood that any Group Personnel selected for T.F.O. status would be subject to an additional Task Force Agreement, which would be provided separate from this MOU by the Drug Enforcement Administration.

**X. EQUIPMENT**

- a. The Waukesha County Drug Task Force will ensure that all equipment purchased with grant funds remains within the Group.
- b. All equipment purchased by/for the group will be acquired through the policy and procedures established by the lead agencies.
- c. The lead agencies will be responsible for any loss/replacement of group equipment unless it determines that the equipment is no longer needed.
- d. In the event of dissolution of this Group, the Waukesha County Drug Task Force will ensure that any items of equipment purchased with grant funds will be shared equally and the Board of Directors will provide direction as to how such equipment would be distributed.

**WAUKESHA COUNTY DRUG TASK FORCE**  
**Board of Directors**  
**Signature Sheet**

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Waukesha County Sheriff's Department  
Sheriff Eric Severson

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Date

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Drug Enforcement Administration  
SAC Robert Bell

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Date

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Wisconsin Department of Justice – Division of Criminal Investigation  
Director Tina Virgil

\_\_\_\_\_  
Date

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Waukesha County District Attorney's Office  
District Attorney Susan L. Opper

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Date

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City of Waukesha Police Department  
Chief Daniel Thompson

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Date

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Village of Menomonee Falls Police Department  
Chief Mark Waters

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Date

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City of New Berlin Police Department  
Chief Jeff Hingiss

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Date

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City of Muskego Police Department  
Chief Steven Westphal

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Date

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Village of Summit Police Department  
Chief Michael Hartert

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Date

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City of Oconomowoc Police Department  
Chief James Pfister

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Date

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Village of Eagle Police Department  
Chief Gregg Duran

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Date

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Village of Elm Grove Police Department  
Chief Jason Kubiak

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Date

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Village of Pewaukee Police Department  
Chief Timothy Heier

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Date

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Town of Oconomowoc Police Department  
Chief Kristen Wraalstad

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Date

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**ADDENDUM I**

**MEMORANDUM OF UNDERSTANDING BETWEEN THE PARTICIPATING MEMBERS OF THE WAUKESHA COUNTY DRUG TASK FORCE**

The following addendum to the Waukesha County Drug Task Force – Memorandum of Understanding includes the guidelines and pre-established Federal Asset Forfeiture sharing percentages as referenced in Section VIII, b.i.

1. As of October 1<sup>st</sup>, 2022, the Waukesha County Drug Task Force consists of one (1) DEA Special Agent, nine (9) Task Force Officers, two (2) full-time investigators, and seven (7) part-time investigators, all of whom are assigned to conduct narcotic investigations emanating from southeastern Wisconsin and participate in other enforcement operations.
2. Each signatory law enforcement agency shall receive an equal share of the proceeds of the federal forfeiture, in compliance with the Equitable Sharing guidelines set forth in the Guide to Equitable Sharing for State and Local Law Enforcement Agencies (Guide), April 2009. The law enforcement agencies that have affixed their signatures below agree that all assets seized by the Waukesha County Drug Task Force, of the Drug Enforcement Administration – Chicago Field Division, and forfeited under federal law, shall be distributed as follows:

U.S. DOJ Asset Forfeiture fund	20%
Waukesha County Sheriff's Office (5 TFOs + 2 FT)	43%
City of Waukesha (1 TFO)	7%
WI DOJ – DCI (1 TFO)	7%
Village of Menomonee Falls (1 TFO)	7%
City of Muskego (1 TFO)	7%
City of New Berlin (1 PT)	3%
Village of Elm Grove (1 PT)	1%
City of Oconomowoc (1 PT)	1%
Village of Eagle (1 PT)	1%
Village of Summit (1 PT)	1%
Town of Oconomowoc (1 PT)	1%
Village of Pewaukee (1 PT)	1%

3. Any non-signatory state or local law enforcement agency that directly participates in an investigation or prosecution that results in a federal forfeiture may request an equitable share of the net proceeds of the forfeiture, based on the non-signatory agency's work hours and qualitative factors as stated in the Guide. This paragraph shall apply to non-signatory law enforcement agencies that have task force officers assigned to the Waukesha County Drug Task Force on a case-specific deputization. The remaining proceeds shall be distributed in equal share among the signatory agencies, as detailed in paragraph 2.
4. Equitably shared funds received from the federal government must be used in strict compliance with DOJ policy, as outlined in the Guide.



5. The term of this agreement shall be from the date of signature by representatives of the parties to September 30, 2023. Any party may withdraw from the agreement with thirty (30) days advance written notice.

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Waukesha County Sheriff's Department  
Sheriff Eric Severson

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Date

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Drug Enforcement Administration  
SAC Robert Bell

\_\_\_\_\_  
Date

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Wisconsin Department of Justice – Division of Criminal Investigation  
Director Tina Virgil

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City of Muskego Police Department  
Chief Steven Westphal

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Village of Summit Police Department  
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City of Oconomowoc Police Department  
Chief James Pfister

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Village of Eagle Police Department  
Chief Gregg Duran

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Date

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Village of Elm Grove Police Department  
Chief Jason Kubiak

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Date

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Village of Pewaukee Police Department  
Chief Timothy Heier

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Date

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Town of Oconomowoc Police Department  
Chief Kristen Wraalstad

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Date

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