

**CONTRACT  
METRO DRUG UNIT OPERATIONS**

This contract made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2006, by and among County of Racine (hereinafter referred to as “**COUNTY**”), the City of Racine (hereinafter referred to as “**RACINE**”), and the Village of Caledonia (hereinafter referred to as “**CALEDONIA**”).

**WITNESSETH:**

**FOR GOOD AND VALUABLE CONSIDERATION**, the parties agree as follows:

1. That there shall be a Metro Drug Unit (hereinafter referred to as MDU) organized as part of the Racine County Sheriff’s Department under the control and supervision of the Racine County Sheriff. All local police departments located within the borders of Racine County are invited to provide and loan sworn personnel to the MDU. The signatories to this contract agree that they shall provide at least one (1) sworn officer to the MDU. All officers loaned to the MDU shall be under the supervision and control of the Sheriff for Racine County while they are loaned. Said sworn personnel will be deputized by the Sheriff in order to operate throughout Racine County and shall have arrest powers throughout the county. The Racine County Sheriff must approve, in advance, the specific personnel who are being loaned to the MDU.

2. All municipalities that assign sworn officers to the MDU shall continue to provide those sworn officers with wages, health insurance, worker’s compensation insurance/coverage, as well as any other employee benefits which the

officers were receiving as members of the local municipal police force. The use of sick days, vacation days, etc., will be subject to current labor agreements between the employee's department and their respective governing bodies.

3. There shall be a MDU Review Board. All Racine County law enforcement agencies' chief administrators, after this contract has been executed by their respective municipalities and after a minimum of one full-time officer has been assigned to the MDU, shall be members of the MDU Review Board. The MDU Review Board shall be an advisory body in regard to both goals and operations of the MDU. The MDU Review Board shall meet at least four times per year. At each meeting, an in-depth status report concerning the MDU's activities and progress shall be given by the unit liaison officer.

4. The Racine County Sheriff Department shall serve as the lead agency for the MDU, and shall be responsible for preparing quarterly and annual reports on the MDU activities. In addition to supplying statistical data relative to these activities, quarterly and annual reports will articulate the success or failure of the MDU to meet its goals as set out in the objectives it has established for itself. Copies of all reports shall be supplied to all participating agencies.

5. Day to day operational decisions and direction shall be the responsibility of the Sheriff or his designee, the MDU Commander.

6. At least one member of the MDU Review Board shall be a member in good standing of the Midwest Organized Crime Information Center (MOCIC).

7. There shall be an MDU liaison officer who shall be selected by the Sheriff on an annual basis. The liaison officer shall report directly to the Sheriff and indirectly to the MDU Review Board.

8. During the performance of duties, MDU members will be considered employees of the respective agencies and shall be covered by the insurance policies of their respective agencies, including coverages for personal injuries, professional liability and worker's compensation. It is agreed that all liability for actions of individual members of the MDU shall be the responsibility of the respective jurisdiction of those members involved in any specific incident.

9. MDU members shall be subject to the rules and regulations of their respective agencies, and will also be subject to the rules and regulations of the MDU. All MDU members shall be under the supervision of the MDU Commander.

10. There shall be an MDU Commander who shall be appointed by the Sheriff. The MDU Commander shall have direct control of and the responsibility for the operational functions of the MDU. The MDU Commander shall make assignments; schedule duty hours (within the parameters of individual labor agreements); prioritize cases; and generally administrate the MDU's efforts.

11. Coordination of training for MDU members shall be accomplished by the MDU Commander. Any expense related to said training shall be paid proportionately by those agencies that are members of the MDU Review Board. Any other training that participating agencies may require (in-service, firearms, etc.) will be the responsibility of and at the cost of the employing agency and shall be coordinated through the MDU Commander.

12. All equipment purchased with Office of Justice Assistance

(hereinafter referred to as OJA) grant funds shall remain under the care, custody and control of the MDU.

13. The MDU enforcement policy shall be that the MDU shall direct its

major efforts to the arrest and prosecution of sellers and wholesalers of controlled substances with first priority being the arrest of major narcotic traffickers within the County of Racine. Its second priority will be street dealers in those cases which, although seemingly minor, can cause a positive impact within the jurisdiction from which they are located. Although gambling and prostitution are not to be considered within the scope of MDU's involvement, it is realized that these types of crimes are linked to narcotics; and, therefore, the MDU will on occasion conduct selective investigations of this nature, if drug related.

14. The MDU shall submit written notification of its project summary and

goals to the Superintendent of every school district, the Chairperson of each 51.42 Board and to the Director of each county social or human service agency in which the project's activity/implementation will occur and the MDU shall submit OJA copies of written copies of the project summary and goals that were distributed to the above named parties.

15. The MDU shall plan and conduct at least one meeting per calendar year

involving law enforcement representatives and representatives from schools, the 51.42 Board in each county which the project operates in, the Director (or his/her designee) of each county social or human service agency in which the project operates, to discuss issues of mutual concern regarding anti-drug abuse activities; the minutes of such meeting will be taken and a copy submitted to OJA.

16. Expenses arising from the day to day operation of the MDU will be paid by the Racine County Sheriff Department. These expenses include buy money, gasoline, vehicle maintenance, office supplies and equipment.

17. Participating agencies will be asked to contribute, when possible, available money, vehicles, and /or equipment to defray the cost of the unit's operational expenses.

18. All vehicles, money and/or property seized pursuant to state and federal statutes shall be returned to the Metro Drug Unit as operating expenses. Money and other funds shall be handled as part of the regular Racine County Sheriff's Department budget process. All other property shall be handled pursuant to normal County procurement and property rules and regulations. The MDU will comply with OJA's Confidential Fund and Use of Program Income Generated by Seizures and Forfeitures guidelines.

19. Each participating agency will provide a contact person within their department that the MDU Commander can contact directly.

20. The MDU shall actively demonstrate a spirit of cooperation with other agencies performing similar tasks, to include, but not be limited to, bordering MEG units; state and federal agencies; local school authorities; and the County Department of Social Services. The MDU shall take a pro-active stand in coordinating its efforts with other anti-drug programs aimed at education and drug prevention. Efforts can be, but are not limited to, preventive drug talks and drug awareness seminars offered by MDU agents.

21. Equipment under the control of the MDU shall be available to participating law enforcement agencies provided permission is granted by the MDU Review Board after a definite need for the equipment is established. In addition, any

equipment loaned to a participating agency shall be done with the understanding that an MDU agent must be present during the operation of the requested equipment.

22. All evidence that is collected by the MDU will be processed and retained for court using the policy and procedure of the Racine County Sheriff Department.

23. Official reports filed by the MDU shall be done in compliance with existing Racine County Sheriff Department procedure. The MDU shall have the authority to maintain its own system of numbering and filing intelligence reports.

24. All booking of arrested suspects will be done at the Racine County Sheriff's Department, using their jail facilities and booking procedures.

25. Whenever applicable, the MDU will provide OJA, 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.

26. Any press releases concerning MDU investigations or operations will be made by the unit commander in cooperation with participating agency administrator(s), and said release shall include the names of all participating agencies.

27. No anti-drug abuse funds are authorized for the purchase of radio, newspaper, or other public media advertising or announcements. The MDU agrees that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, it will clearly state the program is partially financed with Federal money, and the dollar amount of the Federal funds.

28. Additional municipalities can sign this contract at any time and can be participating members of the Metro Drug Unit. Any municipality can withdraw from this contract at any time upon written notice to all other parties.

29. In the event that the MDU is disbanded or ceases to exist, any and all equipment provided to the MDU by a participating agency shall be returned to that agency, and any and all currently held funds and equipment obtained collectively by the MDU shall be returned to all participating agencies in proportion to their respective level of participation (number of officers assigned to the unit.) All case reports/files shall be returned to the respective jurisdiction from which the original investigation emanated.

30. Injuries of MDU members shall be the responsibility of the agency employing said member.

31. MDU members will not be considered to be working under the "Mutual Aid" provisions of the Wisconsin State Statutes.

32. The MDU shall be housed at a site designated by the Sheriff.

33. **COUNTY** shall provide to **CALEDONIA** and **RACINE** the sums set forth in Exhibit "A" which is attached hereto and incorporated herein. This money shall be paid to partially cover salaries, wages and other benefits incurred by **RACINE** and **CALEDONIA** for an officer who shall be assigned to the Metro Drug Unit on a full-time basis. Payment of the above described sums is contingent on receipt by Racine County of the full amount of its "Drug Enforcement Grant" from the Wisconsin Office of Justice Assistance for the year 2006.

34. The monies paid pursuant to this agreement to **RACINE** and

**CALEDONIA** shall be paid pursuant to a monthly billing by **RACINE** and **CALEDONIA**.

35. If either **RACINE** or **CALEDONIA** withdraw from the Metro Drug Unit, the respective payments for that municipality as set forth in Exhibit "A" will cease.

36. The term of this contract shall be from January 1, 2006 to December 31, 2006.

37. The parties to this agreement agree to submit in a timely fashion all data required by the Uniform Crime Reporting System for the State of Wisconsin.

CITY OF RACINE

BY: \_\_\_\_\_

RACINE CHIEF OF POLICE

BY: \_\_\_\_\_

RACINE COUNTY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

RACINE COUNTY SHERIFF

BY: 

VILLAGE OF CALEDONIA

BY: 

CALEDONIA CHIEF OF POLICE

BY: 



**EXHIBIT "A"**

	<u><b>Annual</b></u>	<u><b>Monthly</b></u>
Village of Caledonia	\$25,000.00	\$2,083.33
City of Racine	\$25,000.00	\$2,083.33