

**Waukesha County Civil Disturbance Unit
Memorandum of Understanding
Waukesha County Police Agency Participation within the Waukesha County
Civil Disturbance Unit**

Purpose: The Waukesha County Sheriff's Office shall maintain a Civil Disturbance Unit consisting of sworn members from the Sheriff's Office as well as sworn officers from other Waukesha County police agencies. This memorandum of understanding defines the roles and responsibilities of the participating agencies.

Command and Management: The command, management and operation of the Civil Disturbance Unit shall be defined and controlled by the policies and procedures of the Waukesha County Sheriff's Office and shall act under the authority of the Sheriff. The Waukesha County Sheriff's Office shall provide the command and supervisory resources for the management of the Civil Disturbance Unit. The Sheriff shall also provide sufficient operational members to meet the needs of the Unit taking into consideration the level of police participation and the needs of the community. Participating agency members agree to participate in accordance with the policies and procedures of the Civil Disturbance Unit. Agencies participating under the terms of this MOU will have ongoing opportunities to provide input to the policies, procedures and operations of the Civil Disturbance Unit.

On-Scene Command: For municipalities participating in this MOU, the Chief of Police or designated command officer shall serve as the overall Incident Commander. During civil disturbance incidents, the Civil Disturbance Unit Commander shall follow the Incident Command System and work under the Incident Commander to resolve incidents. The Civil Disturbance Unit Commander shall have full command and control of the Civil Disturbance Unit personnel and Civil Disturbance operations. If discrepancies between the Incident Commander and the Civil Disturbance Unit Commander arise the Sheriff reserves the right to exercise his authority under Wisconsin State Statute 59.28 and any other applicable state statutes.

Wages, benefits, insurance and authority: During the period an officer is assigned to the Civil Disturbance Unit, all wages and benefits will be paid to the officers by their respective agency. Use of sick days, vacation days, etc. will be subject to the labor agreements of the officer's agency. During the performance of duties, the officers or agents will be considered employees of their respective agencies and shall be covered by insurance policies their employers provide. Workman's compensation claims for injuries sustained while performing civil disturbance duties and/or training shall be managed/compensated by the parent agency. Officers assigned to the Civil Disturbance Unit will be considered to be working under the "mutual aid" provisions of the

Wisconsin State Statutes. Pursuant to S66.0301, S66.0313 and S66.0513 Wisconsin Statutes, law enforcement personnel who provide mutual aid assistance shall be deemed an employee of the requesting agency for the purpose of S895.35 and S895.46 Wisconsin Statutes. Officers will be subject to the rules and regulations of their respective agencies during the period of their assignments to the Civil Disturbance Unit, in addition to the policies and procedures of the Waukesha County Sheriff's Office as they relate to the Civil Disturbance Unit.

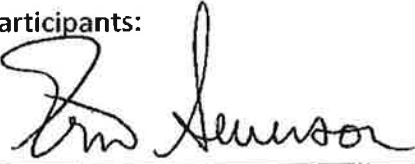
Liaison: Participating police agencies shall assign a command/supervisory officer to act as liaison to the Civil Disturbance Commander. This liaison shall be the point of contact to coordinate day-to-day activities such as scheduling, training, equipment maintenance and other operational issues.

Equipment: Participating agencies that join the Sheriff's Civil Disturbance Unit and provide equipment and/or vehicles for the Unit, retain ownership of those assets. Maintenance of vehicles and insurance for vehicles shall remain the responsibilities of the owning agency unless otherwise agreed by the parties. Initial assignment of personal equipment such as body protection systems, helmets, shields, batons, APR masks, and uniforms, absent other agreement, shall be provided by the employing agency.

Training: Team members will participate in regular on-going training and are expected to maintain performance and fitness levels to be capable of performing essential duties for the Unit. To properly perform civil disturbance duties, basic, proficiency and specialty training is required at a minimum level. All members of the Civil Disturbance Unit shall participate in initial basic training approved by the Civil Disturbance Unit Commander. Basic and Proficiency training shall be funded by the Waukesha County Sheriff's Office. Specialized training schools that are required for the Civil Disturbance Unit may be funded by the Waukesha County Sheriff's Office. To maintain minimum proficiency requirements, it is expected that every effort will be made to attend on-going training. Repeated absences will be reviewed by the Civil Disturbance Unit Commander on a case by case basis. Participating agencies agree to insure that officers comply with established training and attendance guidelines.

Termination: This MOU shall remain in effect until terminated by any party upon 90 days written notice to the other parties. This notice is intended to give the affected agencies the opportunity to implement alternate considerations to an emergency response.

This agreement is effective on the participant's signatory date and includes the following participants:



Sheriff Eric Severson, Waukesha County Sheriff's Office

2-1-2017

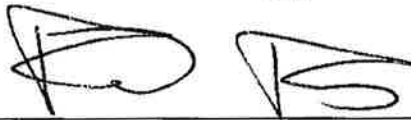
Date



Chief Anna Ruzinski, Menomonee Falls Police Department

2-1-17

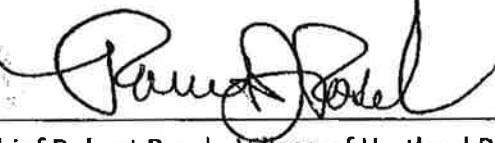
Date



Chief Richard Rens, City of Muskego Police Department

2-1-17

Date



Chief Robert Rosch, Village of Hartland Police Department

2-1-2017

Date



Chief Michael Hartert, Village of Summit Police Department

02-23-2017

Date



Chief Erik Kehl, City of Delafield Police Department

02/23/17

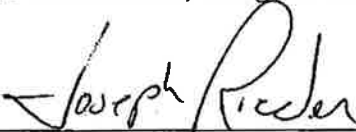
Date



Chief Kevin Porter, Village of Lannon Police Department

2/23/17

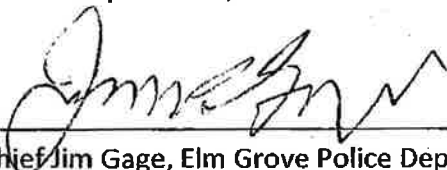
Date



Chief Joseph Rieder, New Berlin Police Department

2-1-17

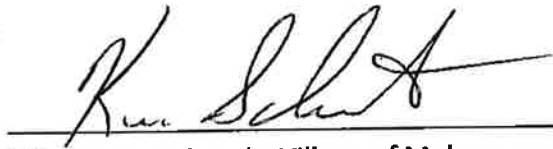
Date



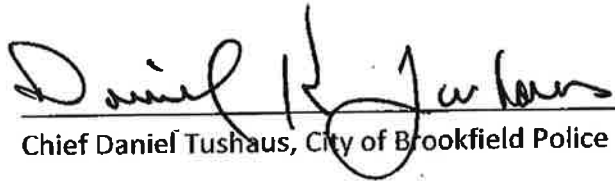
Chief Jim Gage, Elm Grove Police Department

2-11-17

Date


Chief Kevin Schmidt, Village of Mukwonago Police Department

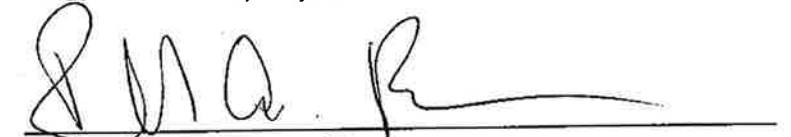
2/1/2017
Date


Chief Daniel Tushaus, City of Brookfield Police Department

02-23-17
Date


Chief Russell Jack, City of Waukesha Police Department

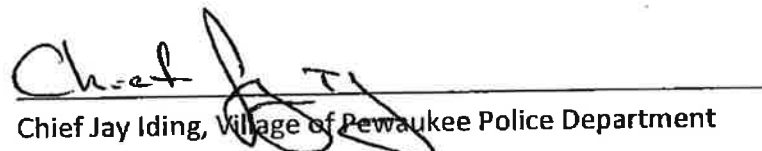
2/1/17
Date


Chief Ron Burger, City of Oconomowoc Police Department

2/1/2017
Date


Chief David Wentlandt, Village of Butler Police Department

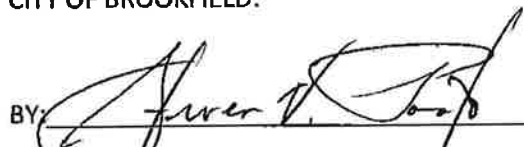
2/1/17
Date


Chief Jay Iding, Village of Pewaukee Police Department

02/14/17
Date

IN WITNESS HERETO, THE DULY AUTHORIZED AGENTS OF THE PARTIES AFFIX THEIR SIGNATURES.

CITY OF BROOKFIELD:

BY: 
NAME/TITLE: STEVEN V. PONTO, MAYOR

DATE: 2/23/2017

BY: 
NAME/TITLE: KELLY MICHAELS, CITY CLERK

DATE: 2/23/2017