

FILE *Ans*

Waukesha County Sheriff's Office Tactical Enforcement Unit
Memorandum of Understanding
Waukesha County Police Agency Participation within the Waukesha County Sheriff's
Tactical Enforcement Unit

Purpose: The Waukesha County Sheriff's Office shall maintain a Tactical Enforcement Unit (TEU) 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 TEU shall be defined and controlled by the policies and procedures of the Waukesha County Sheriff's Department 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 TEU. 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 tactical enforcement unit. Agencies participating under the terms of this MOU will have ongoing opportunities to provide input to the policies, procedures and operations of the TEU.

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 tactical incidents, the TEU commander shall work cooperatively with the incident commander to resolve incidents. The TEU Commander shall have full command and control of tactical personnel and tactical operations.

Wages, benefits, insurance and authority: During the period an officer is assigned to the TEU, 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 whatever insurance policies their employers provide. Workman's compensation claims for injuries sustained while performing tactical enforcement duties shall be managed/compensated by the parent agency. Officers assigned to the TEU will not be considered to be working under the "mutual aid" provisions of the Wisconsin State Statutes. All agents and officers who are assigned to the Group who are not deputy sheriffs will be sworn in as special deputies of the Waukesha County Sheriff. Further, officers will be subject to the rules and regulations of their respective agencies during the period of their assignments to the TEU, in addition to the policies and procedures of the sheriff's office as they relate to the TEU.

Liaison: Participating police agencies shall assign a command or supervisory officer to act as liaison to the TEU 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 TEU and provide tactical unit equipment and/or vehicles for use by 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 armor,

primary and secondary weapons, ballistic helmets, uniform and web gear, absent other agreement, shall be provided by the employing agency.

Operational Costs: Ammunition, expendable munitions, radios, pagers and paging fees, basic SWAT training, and other routine equipment and supply expenses shall be paid for by the Sheriff's Office.

Training: Team members will participate in regular on-going training and are expected to maintain performance and fitness standards. The Sheriff's Department Tactical Unit will develop and maintain a standard for new members and shall encourage excellence in physical capabilities, consistent with the SWAT mission. To properly perform tactical unit duties, basic, proficiency and specialty training is required at a minimum level to properly complete tactical tasks. All members of the Tactical enforcement Unit shall participate in initial basic training approved by the TEU Commander. This training shall be funded by the Sheriff's Office. Specialized training schools that are required by the TEU shall be funded by the Sheriff's Office. To maintain minimum proficiency requirements, the Sheriff's TEU has established an attendance standard of 75 percent. 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.

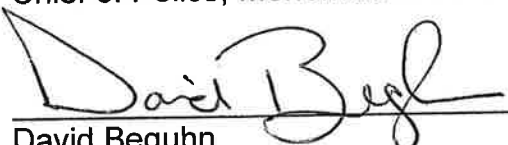
This agreement is effective on the participant's signatory date and includes the following participants:


Daniel J. Trawicki
Waukesha County Sheriff

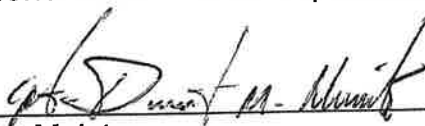
2-24-09
Date


Anna M. Ruzinski
Chief of Police, Menomonee Falls Police Department

3-5-09
Date


David Beguhn
Oconomowoc Police Department

Feb 24, 2009
Date


Dan Meister
City of Pewaukee Police Department

02/27/2009
Date