

MILWAUKEE GUN VIOLENCE REDUCTION INITIATIVE

MEMORANDUM OF AGREEMENT BETWEEN THE WISCONSIN DEPARTMENT OF JUSTICE, WISCONSIN DEPARTMENT OF CORRECTIONS, MILWAUKEE COUNTY DISTRICT ATTORNEY'S OFFICE, MILWAUKEE POLICE DEPARTMENT, AND CITY OF MILWAUKEE

PURPOSE:

This Memorandum of Agreement (MOA) is entered into between the Wisconsin Department of Justice (WDOJ), the Milwaukee County District Attorney's Office (MDAO), the Milwaukee Police Department (MPD), the Wisconsin Department of Corrections (WDOC), and the Milwaukee Mayor's Office (MMO) for the purpose of working cooperatively to improve the investigation and prosecution of firearm-related crimes in the city of Milwaukee. The agreement is intended to address an increase in firearm-related crimes, injuries and deaths in the city of Milwaukee. The parties agree that addressing this issue will require the commitment of time and resources by all parties. The Wisconsin legislature has recognized the importance of this issue to the citizens of Milwaukee and has appropriated new resources to WDOJ to assist in addressing the problem.

The thorough investigation and aggressive prosecution of unlawful firearm-related cases could have a substantial impact on the problem facing Milwaukee. Achieving a reduction in firearm-related crimes requires close cooperation between law enforcement agencies, prosecutors, governmental agencies, elected officials, and members of the community. This agreement is premised upon the need to devote adequate dedicated law enforcement resources to develop enforcement strategies and to thoroughly investigate crimes and to commit experienced prosecutors to work with law enforcement and to pursue appropriate criminal charges focused on serious crimes and offenders. As a committed team, the parties agree to work to identify criminals who pose a particularly high threat to the safety of the citizens and to aggressively investigate and prosecute those who have committed serious crimes.

WDOJ INVOLVEMENT:

The WDOJ shall provide two (2) Assistant Attorneys General (AAGs) to work with the MDAO to handle firearms related investigations and prosecutions including cases involving unlawful possession of firearms and non-fatal shootings. These positions will supplement, but not replace, any MDAO positions currently assigned to handle firearm related prosecutions.

The parties agree that the assigned AAGs will act as special prosecutors under Wisconsin Statute § 978.05(8)(b).

The assigned AAGs will be housed in the offices of the MDAO and be under the day-to-day supervision of the MDAO for purposes of work assignments. However, the WDOJ retains the overall general authority to supervise these positions. The WDOJ and MDAO will work collaboratively to ensure proper use of the AAGs with WDOJ being responsible for the payment of salaries and benefits of any assigned AAGs.

The assignment of the AAGs and the involvement of the WDOJ are contingent upon the commitment of adequate law enforcement resources from MPD to ensure complete investigations that are essential to the successful prosecution of criminal charges.

WDOJ will make \$50,000 in federal JAG grant funding available to MPD for overtime expenses related to the investigative activities of the detectives assigned to this initiative, as discussed below. WDOJ agrees to seek additional overtime funding should it be deemed necessary by WDOJ, subject to any such funds being available.

MDAO INVOLVEMENT:

The MDAO will provide reasonable and adequate office space, clerical support and supplies and equipment for the AAG special prosecution positions and pay for any work related expenses incurred while handling MDAO assignments.

The MDAO will work with WDOJ, MPD, WDOC, MMO and other partners as may be called upon to assist in the development of investigative and prosecution strategies and procedures, maintain its existing level of resources, including prosecutors and investigators, involved in unlawful firearm-related cases, and to use any other available resources to supplement the efforts of this MOA.

MPD INVOLVEMENT:

The principal intent of this MOA is to create a collaborative team of law enforcement officers, prosecutors, and other professionals whose primary focus is dealing with firearms related violence and public health and safety matters. To further that goal, MPD agrees to dedicate at least twelve (12) experienced detectives to be assigned primarily to the investigation and prosecution of firearm-related cases under this agreement, to work collaboratively with the MDAO, WDOJ, MMO, WDOC and other parties as may be called upon to assist in the development of investigative and prosecution strategies, and to conduct any necessary investigative and crime prevention activities. MPD will work collaboratively with other parties and take the primary, but not exclusive role of identifying the most dangerous individuals to be targeted for special prosecution.

It is understood that MPD will continue its normal law enforcement activities relating to all crimes, including firearm-related crimes, and the dedicated unit of detectives contemplated under this MOA will not be used for normal day-to-day general policing activities nor will any overtime funding made available by WDOJ be used for normal day-to-day policing activities. Nothing in this agreement limits the allocation of additional MPD resources to deal with firearms related crimes that MPD may decide to dedicate to this project. It is anticipated that other officers within MPD will be utilized as part of the effort to reduce firearm-related crimes in the city of Milwaukee as part of its general duties and responsibilities. Specifically, MPD will assist WDOC agents on home and workplace visits and on other expanded activities proposed by WDOC, as more fully described below.

It is further understood that the assigned MPD detectives to this project will be an integral part of fulfilling the goals of this MOA to ensure thorough follow-up investigations that are essential for successful prosecutions.

As with the WDOJ, WDOC, and MDAO, MPD retains the right to supervise any of its employees assigned to participate in this MOA.

MMO INVOLVEMENT:

The Milwaukee Mayor's Office agrees to assign a senior representative to attend the meetings with all parties and to direct the cooperation of City resources, such as the Milwaukee Police Department, the Milwaukee Department of Neighborhood Services and the Milwaukee Health Department as may be needed to further the goal of firearms violence reduction and creating a safer Milwaukee.

WDOC INVOLVEMENT:

The Wisconsin Department of Corrections agrees to assign probation and parole agents directly to MPD Districts. WDOC agrees to consult with MPD on the appropriate number of agents to be assigned and the specific districts where said agents shall be assigned. As part of this agreement, WDOC also agrees to aggressively expand the use of its agents for home visits, workplace visits, bar checks and other locations known to attract criminal activity provided MPD provides the necessary uniformed officers to assist. WDOC further agrees to: (1) work closely with MPD to locate absconders and assist in their apprehension; (2) participate in targeting high risk offenders likely to be involved in firearm-related violence; (3) share data from its network as needed with law enforcement partners to identify priority targets of gun prosecutors and MPD; (4) participate as needed in "call ins" scheduled by law enforcement; (5) continue its participation on Milwaukee's Homicide Review Commission; (6) seek GPS monitoring on identified offenders for enhanced supervision; and (7) expedite revocation holds and revocation proceedings for all firearm-related crimes or rule violations.

INVOLVEMENT OF OTHER AGENCIES/ENTITIES AND THE PUBLIC:

To further the goals of this MOU, the parties agree to collaborate with and to seek the assistance of any other federal, state or local agencies or entities, including, but not limited to, the United States Attorney's Office, the Milwaukee County Circuit Court, the Milwaukee Homicide Review Commission, the Milwaukee Health Department, and the Milwaukee Department of Neighborhood Services.

The parties also agree to work to actively engage community leaders and the public in recognizing the scope of the problem, developing strategies for responding, and creating support in reducing firearm-related crimes.

INVESTIGATIVE AND PROSECUTION POLICIES:

Within 45 days of the execution of this agreement, the parties will develop reasonable

and appropriate goals and investigative and prosecution guidelines. This will include cases and investigations involving persons with a history of violence and those who may not be found in possession of a firearm but have committed other crimes which may warrant prosecution, possession of firearms by felons and persons under DOC supervision, other unlawful firearm possession cases, and cases involving the use of firearms including those involving death and injury.

ONGOING REVIEW:

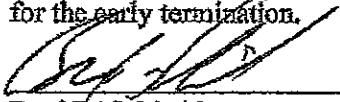
The parties agree to meet biweekly for the first six (6) months and then monthly thereafter to discuss the status and results of the work being performed under this MOA. The parties agree to coordinate the investigation and prosecution of cases on a daily and on-going basis. MDAQ and MPD agree to provide any and all data as requested by WDOJ to analyze the effectiveness of this program and for purposes of preparing an annual report for the Wisconsin Legislature's Joint Finance Committee.

AMENDMENTS AND CHANGES:


This agreement may be updated or modified at any time upon mutual agreement of the parties.

DURATION AND TERMINATION OF AGREEMENT:

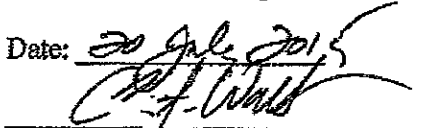
This MOA shall become effective upon execution and will remain in effect until July 1, 2017, or as otherwise agreed by the parties, and may be extended by mutual agreement. All signatories to this MOU agree that their respective agency contributions are necessary to the success of this firearm-reduction initiative. Any party may terminate their participation in this agreement with a 30 day written notice to the other signatories, setting forth the specific reasons for the early termination.



Brad D. Schimel
Wisconsin Attorney General

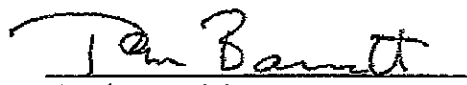
Date: 7/20/2015


Edward A. Flynn, Chief
Milwaukee Police Department

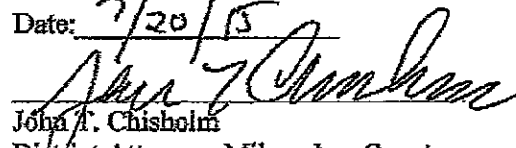
Date: 20 July 2015


Edward F. Wall, Secretary
Wisconsin Department of Corrections

Date: 07/21/2015



Tom Barrett, Mayor
City of Milwaukee

Date: 7/20/15


John F. Chisholm
District Attorney, Milwaukee County

Date: 7/20/2015