



Milwaukee County Law Enforcement Executives Association

PRESIDENT
Chief Brad Wentlandt
City of Greenfield

VICE PRESIDENT
Chief Robert Malasuk
Village of Greendale

SECRETARY-TREASURER
Chief Michael Young
Village of Whitefish Bay

MEMORANDUM OF UNDERSTANDING

INVESTIGATION OF LAW ENFORCEMENT INVOLVED FATALITIES/GREAT BODILY HARM

This Memorandum of Understanding, dated this 5th day of May 2016 is entered into and agreed to by and between representatives of the Milwaukee County Law Enforcement Executives Association Members listed below.

PURPOSE

The purpose of this Memorandum is to establish a formal protocol among the below named law enforcement agencies for the following types of investigations:

- 1) Officer-involved, duty related applications of deadly force which result in death or wounding of a subject,
- 2) Death, or injury which may result in death, to a subject while in police custody, detention or control; and
- 3) Officer initiated actions or omissions in which death, or injury which may result in death, including traffic accidents resulting from police pursuits.
- 4) Any other officer involved critical incident that involves suspected criminal action that results in death, or injury which may result in death; including but not limited to off duty or non-duty related incidents.
- 5) In instances where the severity of the injury to the subject resulting from the officer involved action is uncertain, the provisions of WI. §175.47 should be applied.

The Milwaukee County Investigative Team, with representatives from each of the law enforcement agencies subject to this agreement, is hereby created to investigate the aforementioned situations.

DESIGNATION OF LEAD INVESTIGATOR

The law enforcement agency that employs the officer involved in one of these situations shall notify their dispatch to initiate a call based on one of the following;

1. Milwaukee County agencies and the Milwaukee County District Attorney Investigator Unit will generally call The Milwaukee Police Department Technical Communications Division who will

- activate the Milwaukee County Investigative Team
2. Milwaukee County law enforcement agencies and the Milwaukee County District Attorney Investigator Unit will generally call The Wisconsin Department of Justice – Division of Criminal Investigation as the secondary response team.
 3. The Milwaukee County Investigative Team may call on the DOJ Crime Scene Response team to conduct scene investigations.
 4. The Milwaukee County Law Enforcement agencies will contact the Wisconsin State Patrol or the Milwaukee Police Department Crash Reconstruction Unit if the incident is traffic related.
 5. Any Milwaukee County Agency may use the Milwaukee County Investigative Team.

A minimum of two investigators and a supervisor from the Milwaukee County Investigative Team, who are not members of the involved agency, will respond and the team supervisor will hold the designation as the lead investigator as explained in WI. § 175.47. If a situation involves more than one agency, the team supervisor / lead investigator and the secondary investigator(s) shall not be from either agency.

The responsibilities of the involved agency, responding officers, team supervisor / lead investigator duties, and other stake holders in the investigative process are outlined in the Protocol to Investigate Officer Involved Critical Incidents in Milwaukee County (published May 25th, 2016).

The involved law enforcement agency shall designate the necessary personnel and support staff to assist in the initial investigation, securing evidence and interview of witnesses. They shall also assist in any subsequent follow-up investigation that is needed to complete the case. Additional manpower as necessary may be called up under this MOU or through current established mutual aid or SMART agreements.

If the district attorney determines there is no basis to prosecute the law enforcement officer involved in the officer-involved death, the Team Supervisor / Lead Investigator conducting the investigation shall release the report. The Team Supervisor / Lead Investigator will be required to address the findings with the victim's family along with the District Attorney.

Each agency participating in these investigations shall be responsible for any associated costs required by their own personnel (i.e., salaries and overtime pay). Each involved agency will make available to these investigations the use of their equipment and facilities as requested/required by the Milwaukee County Investigative Team, and as reasonable.

INTERNAL AFFAIRS INVESTIGATION

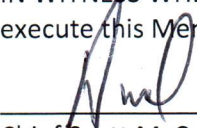
Nothing in this memorandum of understanding shall prevent or limit any law enforcement agency from conducting a separate internal affairs investigation of these officer-related situations that result in death or great bodily harm as long as it does not interfere with the criminal investigation as outlined in 175.47(3)(c).

REVIEW AND REVISION OF MOU

This MOU shall remain in effect for three years from the date of the last signature, but shall automatically renew for subsequent one year terms unless modified or terminated as set forth herein. This MOU will have an automatic review no less than six months from the time it is placed into initial

service and if no change is necessary, any subsequent request to modify, review or revise this agreement must be done in writing and must be agreed to by all the parties. Any party can withdraw from participating in this agreement by giving written notice to all other parties at least 30 days in advance.

IN WITNESS WHEREOF, the agencies named herein through their duly authorized representatives, do execute this Memorandum of Understanding:



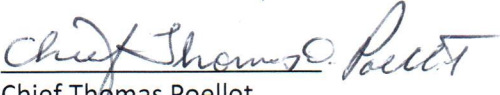
Chief Scott McConnell
Bayside Police Department

6/29/16
Date



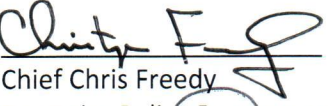
Chief Michael Kass
Brown Deer Police Department

6/29/16
Date




Chief Thomas Poellot
Cudahy Police Department

6/9/16
Date



Chief Chris Freedy
Fox Point Police Department

6/29/2016
Date



Chief Richard P. Oliva
Franklin Police Department

7-22-16
Date



Chief Thomas Czarnyszka
Glendale Police Department

6-29-16
Date



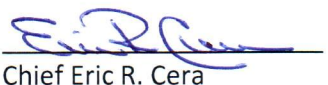
Chief Robert Malasuk
Greendale Police Department

6/9/16
Date



Chief Bradley Wentlandt
Greenfield Police Department

7/13/16
Date



Chief Eric R. Cera
Hales Corners Police Department

6/9/16
Date



Chief Edward Flynn
Milwaukee Police Department

07/22/16
Date



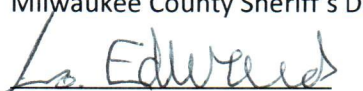
Chief Investigator David Budde
Milwaukee County District Attorney's Office

21 SEP 16

Date

Sheriff David A. Clark Jr.
Milwaukee County Sheriff's Department

Date



Chief John Edwards
Oak Creek Police department

06-09-16
Date



Chief Todd Cowie
River Hills Police Department

6-9-16
Date



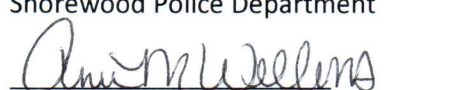
Chief Thomas Dietrich
Saint Francis Police Department

6-9-16
Date



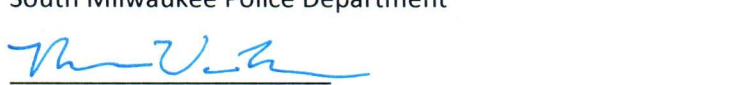
Chief Peter Nimmer
Shorewood Police Department

6-29-16
Date



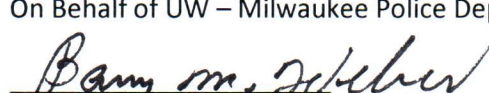
Chief Ann Wellens
South Milwaukee Police Department

7-13-16
Date



Robin Van Harpen
UWM Vice Chancellor for Finance and Administrative Affairs
On Behalf of UW – Milwaukee Police Department

7-22-16
Date



Chief Barry Weber
Wauwatosa Police Department

7-21-16
Date




Chief Patrick Mitchell
West Allis Police Department

6-9-16
Date



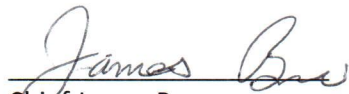
Chief Mike Young
Whitefish Bay Police Department

6-29-16
Date



Chief Dennis Nasci
West Milwaukee Police Department

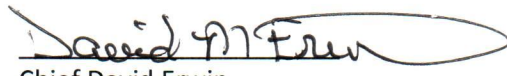
06/09/2016
Date


Chief James Bruno
Wisconsin State Fair Park Police

6/10/16
Date

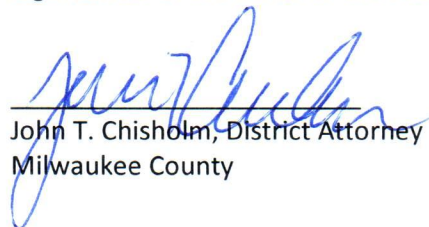

John Lamb
Vice President for Finance and Treasurer
On Behalf of - Marquette University Police

5/31/14
Date


Chief David Erwin
Wisconsin State Capital Police

07/27/14
Date

The District Attorney's Office shall continue to respond to the scene of the investigation in the delineated situations identified in the Memorandum of Understanding. The prosecutor shall provide legal advice at the scene to the Team Supervisor / Lead Investigator.


John T. Chisholm, District Attorney
Milwaukee County

9/21/2016
Date