FILE

BE A FORCE

Milwaukee Police Department
Police Administration Building
749 West State Street
Milwaukee, Wisconsin 53233
http://www.milwaukee.gov/police

Edward A. Flynn
Chief of Police

(414) 935-7200

October 11, 2016

The Board of Fire and Police Commissioners
200 East Wells Street – Room 706
Milwaukee, WI 53202

Dear Commissioners:

In order to comply with ACT 348 which was signed into law in April 2014, the Milwaukee Police Department signed a memorandum of understanding in August of 2014 with county law enforcement agencies outlining which outside agency would be called to investigate when an agency experienced a critical incident. All surrounding jurisdictions including the District Attorney's Investigation Unit would call the Milwaukee Police Department. We would use the State of Wisconsin Department of Criminal Investigations to conduct our critical incident investigations.

The initial memorandum of understanding also created a task force that jointly created the Suburban Critical Incident Team, to lessen the burden placed on Milwaukee Police investigators and ensure the investigations were conducted uniformly. That team is now fully trained and available for investigating critical incidents. Since the inception of the Suburban Critical Incident Team, a new memorandum of understanding was drafted and signed by the Milwaukee County Chiefs of Police.

While the new agreement still allows us to use the Department of Criminal Investigations if needed, our first call will be to the Suburban Critical Incident Team. This allows a rapid initial response from local investigators, supervisors and command staff and further permits us to use over 50 investigators (which are not affiliated with our department) along with the Wisconsin Regional Crime Lab.

The five lead investigative agencies on the team will be:

Greenfield Police Department
Milwaukee Police Department
Oak Creek Police Department
West Allis Police Department
Wauwatosa Police Department

Over fifteen agencies have committed to the Suburban Critical Incident Team and have dedicated resources to it:

Milwaukee Police Department
Greenfield Police Department
Oak Creek Police Department
Marquette University Police Department
Franklin Police Department
South Milwaukee Police Department
West Milwaukee Police Department
West Allis Police Department
Wauwatosa Police Department
Glendale Police Department
Whitefish Bay Police Department
Brown Deer Police Department
Greendale Police Department
State Fair Police Department
St Francis Police Department
Wisconsin Crime Lab (Milwaukee Office)

These changes will permit a more transparent process and result in critical incident investigations that are responded to more quickly and with greater integrity. Please feel free to contact my office at 935-7316 with any questions or concerns.

Sincerely,

EDWARD A. FLYNN
CHIEF OF POLICE

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

Revised 05-25-16

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

5/31/16
Date

Chief David Erwin
Wisconsin State Capital Police

07/27/16
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