

Kenosha County
Administrative Proposal Form

1. Proposal Overview

Division: Law Enforcement Department: SHERIFF

Proposal Summary (attach explanation and required documents):

This is an MOU in reference to a Civil Disturbance Unit consisting of sworn members of the Sheriff's Department as well as other Kenosha County police agencies and defines the roles and responsibilities of the participating agencies.

Wages, benefits, sick days, vacation days, etc. will be paid to the officers by their parent agency along with any workman's compensation claims for injuries sustained while performing civil disturbance duties and/or training. Officers assigned to the Unit will be considered to be working under the "mutual aid" provision of the Wisconsin State Statutes.

Dept./Division Head Signature: *Chief Deputy [Signature]* Date: 4-5-21

2. Department Head Review

Comments:

Recommendation: Approval Non-Approval

Department Head Signature: _____ Date: _____

3. Finance Division Review

Comments:

Recommendation: Approval Non-Approval

Finance Signature: *Catrina Merrill* Date: 4/14/2021

4. County Executive Review

Comments:

Action: Approval Non-Approval

Executive Signature: *Jim Kruse* Date: 4/15/21





**KENOSHA COUNTY
BOARD OF SUPERVISORS
RESOLUTION NO. _____**

Subject: Resolution Approving Kenosha County Civil Disturbance Unit Memorandum of Understanding/Intergovernmental Agreement with Other Agencies			
Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2 nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted:		Date Resubmitted	
Submitted By: Judiciary & Law Enforcement Committee			
Fiscal Note Attached:		Legal Note Attached <input type="checkbox"/>	
Prepared By: Chief Deputy Marc Levin		Signature:	

WHEREAS, Wisconsin State Statute § 66.0301 governing Intergovernmental Agreements provides that two or more public agencies may enter into a cooperative agreement with one another for the joint exercise of any power or duty required or authorized by law; and

WHEREAS, after the riots in Kenosha County in 2020, the Kenosha County Sheriff's Department has determined it would be beneficial to form and maintain a Civil Disturbance Unit consisting of sworn members from the Sheriff's Department as well as sworn officers from other Kenosha County Police Agencies to allow for a coordinated and effective response to civil disturbances in Kenosha County; and

WHEREAS, Kenosha County Sheriff's Department is following the model used by other law enforcement agencies in Wisconsin for the creation of this Civil Disturbance Unit; and

WHEREAS, Kenosha County Sheriff's Department has had success in maintaining and operating joint law enforcement units in the past such as the Kenosha Drug Operations Group; and

WHEREAS, the attached Memorandum of Understanding defines the roles and responsibilities of the participating agencies and is consistent with the relevant statutory provisions addressing law enforcement requests for mutual assistance set forth in Wis. Stats. §§ 66.0313 and 66.0513; and

WHEREAS, respective police agencies have reviewed the language in the Memorandum of Understanding, determined it complies with applicable law and believe it is in the best interest of the law enforcement agencies involved for the operation of the Civil Disturbance Unit and will be asking their respective counsels and municipal boards to approve this Memorandum of Understanding to allow participation in the Civil Service Disturbance Unit; and

WHEREAS, the formation and operation of the Civil Disturbance Unit will not require any budget adjustment or additional levy-funded costs for 2021.

NOW, THEREFORE, BE IT RESOLVED, that the Kenosha County Board of Supervisors hereby supports, authorizes and approves the formation of the Civil Disturbance Unit and execution of the attached Memorandum of Understanding between Kenosha County and other Police Agencies in Kenosha County; and

BE IT FURTHER RESOLVED, by the Kenosha County Board of Supervisors, that the Sheriff of Kenosha County and/or his or her authorized representative are authorized to execute this Memorandum of Understanding and any document necessary to carry out the intent of this resolution.

**Subject: Resolution Approving Kenosha County Civil Disturbance Unit
Memorandum of Understanding/Intergovernmental Agreement With Other
Agencies**

Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2 nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted:		Date Resubmitted	
Submitted By: Judiciary & Law Enforcement Committee			

Respectfully Submitted,
JUDICIARY AND LAW ENFORCEMENT COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
_____ Supervisor Boyd Frederick, Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor David Celebre, Vice Chair	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Jeff Wamboldt	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Laura Belsky	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Mark Nordigian	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Sharon Pomaville	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Jerry Gulley	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Kenosha County Civil Disturbance Unit

Memorandum of Understanding

Kenosha County Police Agency Participation within the Kenosha County Civil Disturbance Unit

Purpose: The Kenosha County Sheriff's Department shall maintain a Civil Disturbance Unit consisting of sworn members from the Sheriff's Department as well as sworn officers from other Kenosha 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 Kenosha County Sheriff's Department and shall act under the authority of the Sheriff. The Kenosha County Sheriff's Department 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 Sheriff 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 parent agency. Use of sick days, vacation days, etc. will be subject to the labor agreements of the officer's parent 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 Wisconsin Statutes §§ 66.0301, 66.0313 and 66.0513, law

enforcement personnel who provide mutual aid assistance shall be deemed an employee of the requesting agency for the purpose of Wisconsin Statutes § 895.35 and § 895.46. Officers will be subject to the rules and regulations of their parent agencies during the period of their assignments to the Civil Disturbance Unit, in addition to the policies and procedures of the Kenosha 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, will retain ownership of those assets. Maintenance of vehicles and insurance for vehicles shall remain the responsibilities of the owning agency unless otherwise agreed to 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 Kenosha County Sheriff's Department. Personal equipment issued by KSD remains the property of the Kenosha County Sheriff's Department.

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 an initial basic training approved by the Civil Disturbance Unit Commander. Basic and Proficiency training shall be funded by the Kenosha County Sheriff's Department. Specialized training schools that are required for the Civil Disturbance Unit may be funded by the Kenosha County Sheriff's Department. 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 ensure 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 David G. Beth, Kenosha County Sheriff's Department

Date

Date

Date

Date

Date

Date

Date

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

CITY OF KENOSHA:

BY: _____

DATE: _____

NAME/TITLE: _____

BY: _____

DATE: _____

NAME/TITLE: _____

