

Kenosha County

BOARD OF SUPERVISORS

RESOLUTION NO. 29

Subject: Resolution in Support of a Memorandum of Understanding between the Kenosha County Sheriff's Department, Village of Pleasant Praire Police Department, City of Kenosha Police Department, and the Village of Twin Lakes Police Department			
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 Enf. Committee & Finance/ Admin Committee			
Fiscal Note Attached: X		Legal Note Attached <input type="checkbox"/>	
Prepared By: Captain Eric Klinkhammer #171		Signature:  171	

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, the Kenosha County Sheriff's Department, Village of Pleasant Praire Police Department, City of Kenosha Police Department, and the Village of Twin Lakes Police Department wish to establish the Multi-Agency Crash Team (MCAT).

WHEREAS, this team will provide on-scene Technical Crash investigation and crash reconstruction services, to each municipality in accordance with the attached Memorandum of Understanding; and,

WHEREAS, each agency will contribute trained technical crash investigators, drone operators, other staff, and equipment already at hand, to the MCAT to respond on an as-needed basis to motor vehicle crashes involving serious injuries, deaths, or major crimes; and

WHEREAS, each participating agency will provide training and equipment to their contributing members at no cost to the other member agencies; and

WHEREAS, MCAT will provide improved and professional crash scene documentation along with expedient and efficient crash investigation and clearing of these scenes improving traffic flow; and

WHEREAS, the Memorandum of Understanding attached hereto as "Exhibit A" between each Municipality formalizes the duties and responsibilities of each police agency with regard to MCAT; and

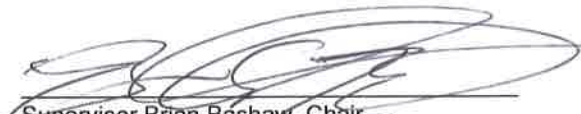
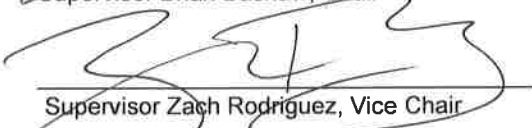




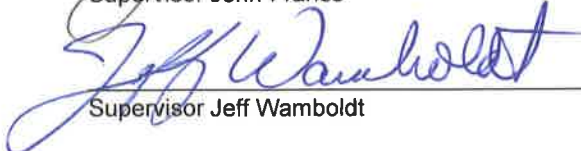
WHEREAS, the respective police agencies, and their counsel, have reviewed the language in the Memorandum of Understanding and determined it complies with applicable laws and believes it is in the best interest of the law enforcement agencies involved in the operation of MCAT.

NOW, THEREFORE, BE IT RESOLVED, that the Kenosha County Board of Supervisors hereby supports, authorizes, and approves the execution of the attached Memorandum of Understanding between Kenosha County, the Village of Pleasant Prairie, the City of Kenosha, and the Village of Twin Lakes; and

BE IT FURTHER RESOLVED, by the Kenosha County Board of Supervisors, that the the Sheriff of Kenosha County is authorized to execute this Intergovernmental Agreement and any document necessary to carry out the intent of this resolution.





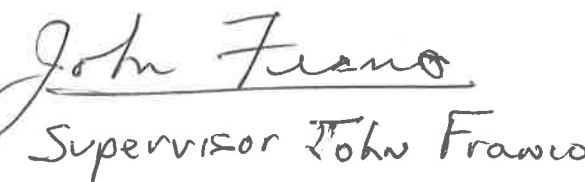
Subject: Subject: Resolution in Support of a Memorandum of Understanding between the Kenosha County Sheriff's Department, Village of Pleasant Prairie Police Department, City of Kenosha Police Department, and the Village of Twin Lakes Police Department			
Original <input checked="" type="checkbox"/>	Corrected <input type="checkbox"/>	2 nd Correction <input type="checkbox"/>	Resubmitted <input type="checkbox"/>
Date Submitted:		Date Resubmitted	
Submitted By: Judiciary & Law Enf. Committee & Finance/Admin Committee			

Respectfully Submitted,
JUDICIARY AND LAW ENFORCEMENT COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Supervisor Brian Bashaw, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Zach Rodriguez, Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Laura Belsky	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
 Supervisor Mark Nordglan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Erin Decker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor John Franco	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Jeff Wamboldt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Subject: Subject: Resolution in Support of a Memorandum of Understanding between the Kenosha County Sheriff's Department, Village of Pleasant Prairie Police Department, City of Kenosha Police Department, and the Village of Twin Lakes Police Department			
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 Enf. Committee & Finance/Admin Committee			

FINANCE/ADMINISTRATION COMMITTEE

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>	<u>Excused</u>
 Supervisor Terry Rose, Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Dave Geertsen, Vice Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor John Poole	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
 Supervisor Erin Decker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
 Supervisor Tim Stocker	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor John Franco	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____ Supervisor Bill Grady	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
 Supervisor John Franco	<input checked="" type="checkbox"/>			

Kenosha County
Administrative Proposal Form

1. Proposal Overview

Division: Law Enforcement Department: SHERIFF

Proposal Summary (attach explanation and required documents):

Resolution in Support of a Cooperative Agreement Between Kenosha County, Village of Pleasant Prairie, City of Kenosha and the Village of Twin Lakes to provide staffing and services to the Multi-Agency Crash Team.

The participating agencies have established the Multi-Agency Crash Team to assist each municipality in the technical investigation of serious motor vehicle crashes and wish to establish a cooperative working arrangement and Agreement as authorized by Wisconsin Statute 66.0301.

Dept./Division Head Signature: Captain S. L. [Signature] 171 Date: 4/17/23

2. Department Head Review

Comments:

Recommendation: Approval Non-Approval

Department Head Signature: [Signature] Date: 4/17/23

3. Finance Division Review

Comments:

Recommendation: Approval Non-Approval

Finance Signature: Patricia Merrill Date: 4/18/23

4. County Executive Review

Comments:

Action: Approval Non-Approval

Executive Signature: [Signature] Date: 4/18/2023

DISTRIBUTION

- **Original Returned to Requesting Dept.**
- **Department attaches the Original to the Resolution to County Board**
- **Copy to Secretary of Oversight Committee to distribute in packets with Resolution**
- **Copy to Requesting Department File**

Major Crash Assistance Team

Memorandum of Understanding (MOU)

The following is an MOU between the Pleasant Prairie Police Department, the Twin Lakes Police Department, the Kenosha County Sheriff's Department, and the Kenosha Police Department.

I. Authority

The Major Crash Assistance Team (hereinafter referred to as "MCAT") is formed under authority of §66.0301 of the Wisconsin Statutes, entitled "Intergovernmental Cooperation" and reflects the understanding of the parties.

II. Mission

Participating agencies recognize that in certain situations the use of law enforcement personnel and equipment to perform law enforcement duties outside the territorial limits or jurisdiction of that unit of local government is desirable and necessary in order to adequately protect the public health, safety and welfare of the public and residents of the communities served under this agreement.

The purpose of the MCAT is to provide a rapid response and thorough crash investigations to member agencies. It combines resources from participating agencies in order to assist in the investigation of major traffic-related incidents and to provide a complete and detailed report of the investigation to the stricken agency.

III. Definitions

"Aid" means law enforcement assistance including personnel and equipment for the purpose of assisting with crash investigations.

"Stricken agency" means any party to this MOU that requests aid as a result of experiencing a major traffic related incident and confirms that the situation is beyond the immediate resources of the organization to handle without assistance from the MCAT.

"Member agencies" refers to the Pleasant Prairie Police Department, the Twin Lakes Police Department, the Kenosha County Sheriff's Department and the Kenosha Police Department.

"Contributed law enforcement officer" refers to a law enforcement officer sent by a member agency to be part of the MCAT.

IV. Power and Authority

Each member agency authorizes and directs the Sheriff or their respective chief law enforcement officer, or his or her designated subordinate, to render and/or request aid to and from other member agencies, to the extent such personnel or equipment is not required for the adequate protection of its own

jurisdiction. In responding to a request for aid, the Sheriff or chief law enforcement officer or designee of each member agency shall exercise final judgment as to the number of personnel and the equipment to be provided to the stricken agency.

Rendering aid shall not be mandatory and member agencies should, as soon as practicable, inform the stricken agency that assistance will not be rendered, if such is the case. No party shall be liable to another party for a failure or refusal to render aid or for the withdrawal of aid once furnished pursuant to this MOU.

The stricken agency will have command of the incident scene and investigation. Final enforcement action will be the responsibility of the stricken agency. Personnel from other agencies will only operate at the location of the incident and in an information-gathering role.

V. Responsibility of Member Agencies

- A. Contribute certified law enforcement personnel trained in skills related to the mission of MCAT.
- B. Provide or seek out training opportunities for MCAT personnel.
- C. Each agency shall be responsible for all wages, salaries, fringe benefits, retirement contributions, social security contributions, disability retirement contributions or benefits, unemployment compensation contributions or benefits, and workers compensation benefits of a contributed law enforcement officer as determined by the governing body of the respective unit of government, by labor agreement, or by operation of law.
- D. Determine and pay for, where applicable, sick leave, vacation leave, overtime pay, unpaid leave, other paid leave, and compensatory time off for a contributed law enforcement officer, and monitor and enforce the same.
- E. Defend or provide a defense to a contributed law enforcement officer in any suit, proceeding, or action at law or equity where required to do so by State law, where the underlying incident arises out of any MCAT actions.
- F. Pay all warranted and legitimate claims, losses, judgments, damages, expenses and costs, to the extent they are owing, which arise out of MCAT actions of a contributed law enforcement officer, the member law enforcement agency or their governmental units.
- G. Procure and maintain, at its sole and exclusive expense, insurance coverage which covers itself, personnel, equipment and for its participation in providing personnel and equipment to the MCAT.
- H. Equip and maintain the equipment of contributed law enforcement officers necessary to support the mission of MCAT. Said equipment will be the property of the member law enforcement agency.
- I. Insure, or otherwise be responsible for any lost or damaged equipment furnished to or utilized by its contributed law enforcement officer.

- J. Establish its own rules and regulations concerning the method, type and level of response to a request for aid under this agreement.
- K. Cooperate in any investigations, claims or lawsuits asserted against the stricken agency or any participating member agency as a result of the crash investigation or the MCAT response, including providing any reports, records or recordings generated when requested.

VI. Statutory Protections, Liability and Immunities

Each member agency agrees that it is responsible for its personnel rendering aid under this agreement. Further, each member agency agrees that it shall be responsible for defending itself and indemnifying its own contributed law enforcement officers or employees in any action or dispute arising in connection with, or as a result of, this MOU. The stricken agency agrees that this MOU shall not give rise to any liability or responsibility for the failure of any member agency to respond to any request for aid or assistance.

All members are governmental entities entitled to governmental immunities and statutory protections, including but not limited to those set forth in Wis. Stat. § 893.80. Nothing contained herein shall be construed as a waiver of any common law or statutory protections, defenses, immunities or limitations of liability that each member agency is entitled to under the law.

Further, nothing in this agreement should be construed as a waiver of any claims that may be asserted against a member agency under the statutes or common law if a contributed law enforcement officer is hurt or injured while participating in the MCAT by a negligent, reckless or intentional act, error or omission of another member agency.

VII. Facilities

Each member will operate out of their own agency; however, the incident location and other factors may require the stricken agency to provide a minimal area for team members to meet/coordinate the investigation.

VIII. Records

Each agency will maintain their own records and recordings. A copy of all reports completed by the member agencies will be forwarded to the stricken agency. The stricken agency will be responsible for the final report assembly and completion. A copy of any final report, record or recording will be made available to member agencies upon request and without charge.

VIV. Evidence

The stricken agency will be responsible for the securing and storage of any evidence related to the investigation. Team members can assist in the collection of evidence, but the cost of storage and preservation of evidence shall be borne by the stricken agency.

IX. Press Releases/Conferences

The stricken agency will be responsible for and have final approval of any press release or conference related to the investigation.

X. Termination of Membership

Upon a thirty-day advanced written notice to the other member agencies, any member agency may withdraw from MCAT.

XI. Dissolution

In the event that MCAT is dissolved, all participating agencies will retain any equipment which the member agency owned, brought and used during the crash investigation.

XII. Modification

No amendment or modification to this agreement shall be effective unless and until the amendment or modification is in writing and approved with the consent of all Sheriffs or chief law enforcement officers of the member agencies.

XIII. Entire Agreement

This Agreement contains the entire agreement between the member agencies and supersedes all prior agreements or negotiations between them, whether written or oral relating to the MCAT.

XIV. Waiver and Severability

The failure of any member agency to exercise at any time any rights under this MCAT shall not be deemed or construed as a waiver of that right, nor shall the failure void or affect a member agency's right to enforce such rights. Further, if any provision of this MOU is held to be unenforceable or invalid for any reason, the remaining provisions will continue in full force and effect with such unenforceable or invalid provisions to be changed and interpreted to best accomplish its original intent and objectives.

By the Village of Pleasant Prairie Police Chief, this _____ day of _____, 2023.

By the Village of Twin Lakes Police Chief, this _____ day of _____, 2023.

By the Sheriff of Kenosha County, this _____ day of _____, 2023.

By the City of Kenosha Police Chief, this _____ day of _____, 2023.

Kenosha



County

MEMORANDUM

Communication to Kenosha County Board of Supervisors
(For Informational Purposes Only)

COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 05/02/2023

SUBJECT: Resolution in Support of a Memorandum of Understanding between the Kenosha County Sheriff's Department, Village of Pleasant Praire Police Department, City of Kenosha Police Department, and the Village of Twin Lakes Police Department

SUBMITTED BY: Captain Eric Klinkhammer

TO BE REFERRED TO A COMMITTEE BY CHAIRMAN

ADDITIONAL INFORMATION (optional): The Kenosha County Sheriff's Department, Village of Pleasant Praire Police Department, City of Kenosha Police Department, and the Village of Twin Lakes Police Department wish to enter into a Memorandum of Understanding to establish the Multi-Agency Crash Assistance Team (MCAT).

MCAT will provide on-scene and follow-up, technical crash documentation, and investigation for crashes involving serious injury, death, or major crimes. This team of trained investigators, drone operators, and other staff will improve the quality of major crash investigations and the documentation of these crash scenes. It will also provide for follow-up investigation including crash reconstruction.

Each member agency will contribute trained investigators and equipment to further the mission of MCAT.

The Sheriff's Department requests the County Board approve this Memorandum of Understanding.