



To: Members of the Administrative Committee

From: Chief Tim Styka

Date: November 28, 2012

RE: MOUs with Winnebago County for SWAT & Dive Teams

Attached are copies of Memorandum of Understandings between the City and Winnebago County that I am recommending approval by the Committee.

The first MOU allows for the placement of Menasha officers on the Winnebago County SWAT Team. There have been discussions at all levels of government to become more efficient. Moving to the concept of a regional or county-wide SWAT Team models other cooperative efforts between government agencies. Fortunately a SWAT team is something which is used on a limited basis in this area, yet it is an essential service to provide. Therefore, from a cost benefit perspective maintaining individual teams does not provide an adequate return for the costs. Therefore, it makes sense to spread the expense over multiple agencies. There are 2-3 agencies in the County who have placed personnel on the team or are considering it.

In addition, partnering with Winnebago County is wise choice because Winnebago County has been designated as one of the regional teams in the State. Therefore, the WISO Team has received training and equipment which is far beyond the reach of any local team. Finally, best practices now recommend training for part-time SWAT services be 16 hours per month. Maintaining a team locally with this amount of training would be difficult from both a schedule and financial perspective.

The Dive Team Agreement is virtually the same as the SWAT, however the reasons and costs behind it are a quite different. The Police Department has not provided water services in many years and is not intending to do so. However, Captain Brett Halderson is an accomplished diver and instructor. Brett has done all of his training and obtained his equipment all on his own time and at his own expense. As a way of giving back he has offered to share his knowledge and experiences with both Winnebago County and Neenah/Menasha Fire Rescue as a volunteer. The agreement for the Winnebago Dive Team is the document which allows Brett to participate with the group. Because Brett is salaried and not eligible for overtime, his participation will not cost the City anything as he will attend trainings and any call outs in addition to this normal work hours. When

Brett chooses to no longer help out with the group I have no intention of replacing his spot with another person.

The MOUs have some features to point out. The City would be responsible for the wages and benefits for the officers participating and the County would provide all equipment and training. If a Menasha officer was participating in an incident outside the City, the City would pay for the officer. In return for an incident within the City, there would be no cost for the entire team to resolve the situation. The MOUs also provide for an exit from this agreement on an annual basis should either party determine this arrangement is not in the best interest of their community.

These types of teams and arrangements have been in place for years in other parts of the State and Country. I believe this is a good step forward to providing the highest level of service for the community while being mindful of costs.

MEMORANDUM OF UNDERSTANDING

between the
Winnebago County Sheriff's Office
and the
Menasha Police Department

PURPOSE:

The purpose of this Memorandum of Understanding (MOU) between the aforementioned parties is to establish a formal framework for joint actions involving the parties as it relates to the participation of officers from the Menasha Police Department with the Winnebago County Sheriff's Office Special Weapons and Tactics Team (S.W.A.T.)

1. The Winnebago County Sheriff's Office and the Menasha Police Department recognize the requirement and duty to provide citizens with proficient, well-equipped, and professional law enforcement services.
2. The ability to respond to extremely volatile and dangerous emergency situations is a component of those law enforcement services.
3. The Winnebago County Sheriff's Office has a group of sworn law enforcement officers that serve as members of a specially trained group referred to as the Special Weapons and Tactics Team (S.W.A.T.).
4. Menasha officers shall be full members of the Winnebago County Sheriff's Office S.W.A.T. When possible, Menasha officers will respond to all S.W.A.T call-outs. On days when Menasha officers are working they will only respond once they have been received approval from a shift commander and are relieved of their current duties. While responding in an official police vehicle, Menasha officers will fall under the privileges and rules of the Mutual Aid statute.
5. Menasha officers, while working as a Winnebago County Sheriff's Office S.W.A.T members, shall remain a Menasha Police Department employees at all times as will Winnebago County Sheriff's Deputies. All wages, salaries, fringe benefits, retirement contributions, social security contributions, disability retirement contributions or benefits, unemployment compensation contribution or benefits and workers compensation benefits for Menasha Officers will be those approved by the Menasha Common Council and applicable labor agreements. Likewise all wages, salaries, fringe benefits, retirement contributions, social security contributions, disability retirement contributions or benefits, unemployment compensation contribution or benefits and workers compensation benefits for Winnebago Deputies will be those approved by the Winnebago County Board and applicable labor agreements. Except as provided for in this agreement, the City of Menasha and Winnebago County waive their right to pursue claims against each other under State Statute 66.0513. Nothing within the agreement

precludes either party from pursuing claims against a jurisdiction or municipality which is not a party to this agreement or member of the joint SWAT team.

6. The Winnebago County Sheriff's Office shall be responsible for the tuition for the basic SWAT training course and any other requested courses. The City of Menasha Police Department will remain responsible for all wages and benefits.
7. Menasha officers will attend the scheduled training sessions when practical. Failure to meet this requirement shall result in their removal from S.W.A.T. Menasha officers can be excused from this training requirement upon approval of the Sheriff, and/or S.W.A.T Commander.
8. Menasha officers, while working as a Winnebago County Sheriff's Office S.W.A.T members, shall be allowed to use all weapons, equipment, and vehicles issued by the Menasha Police Department and The Winnebago County Sheriff's Office.
9. The Winnebago County Sheriff's Office will supply Menasha officers with any and all equipment, clothes and protective gear necessary to fulfill their duties as a S.W.A.T member, which is over and above normal issue as a Menasha Police Department Officer.
10. The Command Structure for an incident in the jurisdiction of Menasha Police Department will include at least one representative from the Winnebago County Sheriff's Office as well as at least one representative from the Menasha Police Dept. in the command post. Representatives from the Winnebago County Sheriff's Office will assume incident command for incidents that occur outside of the jurisdiction of Menasha Police Department.
11. The SWAT Team will be activated in accordance with Winnebago County Sheriff's Office policy PN701. For events in the city of Menasha, that require the use of the SWAT Team, the Menasha Police Department shift supervisor will coordinate the authorization by contacting the Winnebago County Sheriff's Office shift supervisor. The Winnebago County Sheriff's Office shift supervisor will follow PN701 for the SWAT Team activation.
12. This agreement shall be in effect on January 1, 2013 and will automatically renew on an annual basis unless either party provides written notice to the other a minimum of 60 days prior to the end of the calendar year.

John F. Matz, Sheriff
Winnebago County Sheriff's Office

Date

Darin Rice, S.W.A.T Commander
Winnebago County Sheriff's Office

Date

Tim Styka, Chief
Menasha Police Department

Date