

GENERAL ORDER

PORT WASHINGTON POLICE DEPARTMENT

SUBJECT:	MUTUAL AID	NUMBER:	1.6.2
		ISSUED:	3/31/09
SCOPE:	All Sworn Police Personnel	EFFECTIVE:	3/31/09
DISTRIBUTION:	General Orders Manual, and Emergency Operations Manual	<input checked="" type="checkbox"/> RESCINDS	2.2
		AMENDS	
REFERENCE:	WISCONSIN STATUTE 66.0313	WILEAG 3 RD EDITION STANDARDS: 1.6.2	

INDEX AS: Emergency Assistance
 Mutual Aid
 Specialized Aid

PURPOSE: The purpose of this Order is to provide guidelines for requesting and providing mutual aid.

This Order consists of the following numbered sections:

- I. POLICY
 - II. APPROPRIATE USE OF MUTUAL AID
 - III. REQUESTING MUTUAL AID
 - IV. PROVIDING MUTUAL AID
 - V. SPECIALIZED AID
-
- I. POLICY
 - A. Mutual aid is the exchange of services, personnel, and/or equipment between law enforcement agencies during times of emergency. It is the policy of the Port Washington Police Department to provide mutual aid and assistance to all other law enforcement agencies to the fullest extent possible, given the manpower and equipment capabilities of the department.
 - II. APPROPRIATE USE OF MUTUAL AID
 - A. The shift supervisor is authorized to request mutual aid or approve providing mutual aid to other agencies.

- B. Mutual aid is to be used primarily in times of emergency when situations develop which are beyond the ability of the individual department to deal with effectively in terms of manpower and equipment resources on hand at a given time, such as:
 - 1. Civil disobedience that develops spontaneously.
 - 2. Intensive search for a dangerous criminal or lost person.
 - 3. A large-scale disturbance that requires additional officers.
 - 4. A situation requiring specialized skills or equipment.

III. REQUESTING MUTUAL AID

- A. When the shift supervisor determines that mutual aid is necessary, a request shall be sent to the agency the assistance is sought from. The request shall state the resources needed and specify a location for the responding officers to report to.
- B. The requesting supervisor shall document the request, and said documentation shall include the requester's name and a statement of personnel and resources requested.
- C. When police officers from other jurisdictions respond to a request for mutual aid, such officers shall be under the direction and control of a Port Washington Police Department commanding officer.
- D. The Chief of Police, or the Chief's designee, shall be notified prior to a request for mutual aid, or if time does not permit, as soon as practical thereafter.
- E. When making a request for mutual aid, the shift supervisor shall give consideration to calling in off-duty department officers.
- F. The shift supervisor or incident commander shall attempt to release mutual aid officers as soon as the situation and manpower allows.
- G. As a general rule, mutual aid personnel will supplement the requesting department's manpower and, as such, should not be assigned to hazardous duties, unless adequate manpower from the requesting department is not available.

IV. PROVIDING MUTUAL AID

- A. The shift supervisor receiving a request for mutual aid shall evaluate personnel needs, and send the requested officers and equipment, if possible. If not, the requesting department must be immediately notified, so that a request can be made to another department.

- B. The Chief of Police, or the Chief's designee, shall be notified of any requests for mutual aid as soon as possible.
- C. No officer will respond to a mutual aid request unless directed to do so by the shift supervisor.
- D. The Chief of Police, or the Chief's designee, will authorize the call-in of off-duty department personnel in order to provide adequate mutual aid and provide for the needs of the Port Washington Police Department.
- E. When Port Washington police officers provide mutual aid, such officers shall be under the direction and control of the requesting agency. However, such officers are still regulated by the Port Washington Police Department general orders.

V. SPECIALIZED AID

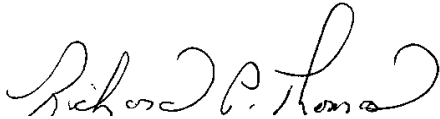
- A. In those instances when an event or emergency exceeds the capabilities of our department and the neighboring law enforcement agencies to provide adequate manpower or equipment, additional assistance may be required by following,
 - 1. The Suburban Mutual Assistance Response Team plan.
- B. In situations where hostages are being held, armed barricaded subjects resist police or any other situation where appropriate, area agencies with SRT teams may be contacted to assist the department.
 - 1. In such instances area agencies will be requested in the following order:
 - a) Ozaukee County Sheriff's Department
 - b) Washington County Sheriff's Police Department
 - c) Sheboygan Police Department
 - 2. Requests for such aid shall be made by Port Washington Police Department administration.
- C. Other specialized services, such as bomb detection/disposal, drug or cadaver canines, boat patrol, etc., may be requested by the shift supervisor when required. When requested, the shift supervisor should provide for all resources necessary to support the specialized unit requested.
- D. Specialized services may also be requested from state and federal agencies. Under most circumstances, the Chief of Police should be notified before these requests are made.

APPENDICES:

- Appendix 1: Ozaukee County Mutual Assistance Agreement
- Appendix 2: Ozaukee County Anti-Drug Task Force Written Agreement
- Appendix 3: Washington & Ozaukee Counties – Police Agencies Mutual Assistance Agreement
- Appendix 4: Memorandum of Understanding between Port Washington Police Department & Advocates of Ozaukee
- Appendix 5: Memorandum of Understanding between Port Washington Police Department & Ozaukee Cty. Human Services Dept.

APPROVED:

DATE:



3/31/09

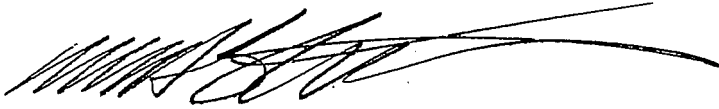
Chief Richard P. Thomas

March 15, 2006

TO: Captain Steve Graff	Mequon Police Dept.
Chief Richard Preston	Thiensville Police Dept.
Chief Thomas Frank	Cedarburg Police Dept.
Chief Charles Wenten	Grafton Police Dept.
Chief Richard Thomas	Port Washington Police Dept.
Chief William Meloy	Saukville Police Dept.

RE: Mutual Assistance Agreement

Enclosed is a Mutual Assistance Agreement endorsed by all law enforcement executives in Ozaukee County. The agreement spells out several areas of mutual agreement and cooperation. The term of the agreement is 5 years unless superseded by a subsequent agreement.



Sheriff Maury Straub

mml

MUTUAL ASSISTANCE AGREEMENT

The parties to this Agreement are law enforcement agencies authorized to maintain peace and order within Ozaukee County. Pursuant to §66.0301 of the Wisconsin Statutes, these agencies have been authorized by their respective municipalities to enter into this Mutual Assistance Agreement.

PURPOSE

Individual law enforcement agencies within Ozaukee County may be unable to field a sufficient number of trained officers and equipment to meet a particular emergency, thus, the agencies have agreed to pool resources by offering mutual assistance in emergency situations upon appropriate request.

AGREEMENT TO AID

Whenever any agency subject to this agreement receives a request for aid from another agency participating in this Agreement from the head or acting-head of that requesting law enforcement agency, indicating that an emergency exists, or is about to exist within the requesting agency's jurisdiction and additional personnel and equipment are necessary to meet such emergency, the head or acting head of the agency of whom the request for assistance is being made shall respond by offering all available personnel and equipment to the requesting agency, which in the judgment of the offering agency can safely be sent to such requesting agency.

LINE OF AUTHORITY

During the time that law enforcement officers and equipment are operating in a requesting municipality under an emergency request, those officers will cooperate with and are to be considered under the authority of the head of the law enforcement agency who has requested such assistance.

ACTUAL EMPLOYMENT

The parties to this Agreement understand that whenever a responding law enforcement officer is acting within a requesting municipality at the request of that municipality pursuant to this Agreement, such responding officers shall continue to be employees of their original employing municipality for wages, insurance, worker's compensation, and all other benefits and responsibilities pursuant to §66.0513 of the Wisconsin Statutes. Reimbursement for those expenses and all other expenses under §66.0513 of the Wisconsin Statutes shall be handled between the municipalities as set forth in that statutory section.

MEALS AND LODGING

The agencies agree that the cost of meals and lodging, if necessary, are to be the responsibility of the municipality requesting assistance during the time such requested personnel are operating within the requesting municipality.

TERM

The Agreement shall be in effect for five (5) years from the date signed.

MODIFICATION

This Agreement shall not be modified, changed, or altered in any way without the mutual consent of all parties, reduced to writing, signed by all parties and attached to this Agreement.

COMPATIBILITY WITH WISCONSIN STATUTES

This Agreement is compatible with §§ 59.28(2), 66.0513 and 66.0313 of the Wisconsin Statutes, such statutes shall control in event there is any conflict between such statutes and this Agreement.

Signed by:

Ozaukee County Sheriff's Department, Maury Straub, Sheriff, 3/14/06
Mequon Police Department, Steven D. Graff, Chief, 3-14-06
Thiensville Police Department, Richard W. Preston, Chief 3-15-06
Cedarburg Police Department, Thomas J. Frank, Chief 3/14/06
Grafton Police Department, Charles Wenten, Chief 3/14/06
Port Washington Police Department, Richard Thomas, Chief 3/14/06
Saukville Police Department, William D. Meloy, Chief 3/14/06

OZAUKEE COUNTY ANTI-DRUG TASK FORCE

WRITTEN AGREEMENT

STATEMENT OF FUNCTION AND MISSION

We, the undersigned law enforcement officials of Ozaukee County, Wisconsin, recognize the need for cooperative efforts on the part of law enforcement agencies to effectively combat the illegal distribution, sale and use of controlled substances within our respective jurisdictions. Therefore, we hereby establish the Ozaukee County Anti-Drug Task Force, hereafter known as "Task Force".

Our goal is to detect, arrest and prosecute as many local drug law violators as possible and to concurrently decrease the number of burglaries, robberies, thefts, etc. that are often associated with drug abuse.

In order to ensure the effectiveness of this undercover drug investigative unit and to maintain the highest standards of performance, all participating agencies agree to abide by the following conditions:

SUPERVISION AND CONTROL

The Ozaukee County Sheriffs Department will be designated as the Lead Agency and will coordinate all activities of the Task Force and will supervise assigned personnel.

CHAIN OF COMMAND

The Ozaukee County Sheriffs Department Lieutenant of Detectives shall be the commanding officer and project director of the Task Force.

An Ozaukee County Sheriffs Department detective shall be assigned to the Task Force to oversee daily operation as a field supervisor and will report directly to the commanding officer.

All special deputies working in an undercover status shall report directly to the Task Force field supervisor detective, or to the commanding officer in the field supervisor detective's absence.

All other members of the Task Force shall be supervised by their respective departments. In the event of a Task Force operation such as a search warrant, surveillance, buy bust, etc., all additional officers shall be directly supervised by the Task Force detective field supervisor at the commanding officer's direction.

PERSONNEL

Task Force personnel will consist of selected members of the Ozaukee County Sheriffs Department plus at least one certified police officer from each participating agency. Non-Sheriffs Department members will participate on a limited, as available basis.

**Ozaukee County Anti-Drug Task Force
Written Agreement
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Wages and benefits will be paid to the officers by their respective departments. Use of sick days, vacation days, etc. will be subject to the labor agreements of the employee's department (see Expenses).

During the performance of duties, the officers will be considered employees of their respective departments and will be subordinate to the Task Force supervisor(s).

Task Force officers will be considered to be working under the "Mutual Aid" provisions of the Wisconsin state statutes when they are working outside of their home jurisdictions.

Task Force officers will submit activity reports to the field supervisor/detective in a timely fashion and include hours worked. Payment of overtime salaries and benefits shall be based on daily reports, and reimbursement will be made directly to each department on a quarterly basis by funds available from the Anti-Drug Abuse Grant, insofar as such funds are available.

TRAINING

All Task Force officers must be certified Wisconsin Law Enforcement Officers.

Training of officers for undercover drug investigations will be the responsibility of the respective agencies and coordinated through the Ozaukee County Sheriffs Department. Task Force officers may receive a minimum of twenty-four (24) hours of training on basic techniques offered by the Training and Standards Bureau, Wisconsin Department of Justice, or through training provided by the lead agency.

Any other training that the participating agencies may require (inservice, firearms, etc.) will be the responsibility of the employing agency.

EXPENSES

Generally, the expenses arising from the day-to-day operation of the Task Force will be paid by the Ozaukee County Sheriffs Department. Application will be made for reimbursement of all authorized expenses via the Anti-Drug Abuse Grant.

These expenses include: "buy" money, gasoline, investigative expenses, vehicle maintenance, etc. Payment of authorized expenses, including payment of salaries and benefits, shall be reimbursed by the Federal/State Anti-Drug Abuse Funding, insofar as such funds are available.

Participating agencies may be asked to contribute any drug "buy" money, vehicles, or equipment they may have available to assist in defraying the costs to the Ozaukee County Sheriffs Department.

Undercover vehicles may be provided by the Ozaukee County Sheriffs Department. Seized vehicles from each participating agency may be utilized.

COMMUNICATIONS

Arrest and prosecution reports will be forwarded to the respective departments as they are generated.

Each participating agency will have a contact person (board member) within their department who will be kept apprised of the Task Force's activities. The contact person will be responsible for maintaining a liaison between his/her agency and its Task Force member.

INVESTIGATIONS

The decisions as to which geographical areas of Ozaukee County are to be targeted for investigation will be made by the Task Force supervisor(s). It is understood, however, that the jurisdictions supplying personnel to the Task Force will receive a high priority, and investigations will be concentrated in those jurisdictions as much as possible.

The Task Force supervisor(s) will determine the methods used in the undercover investigations.

All evidence collected by the Task Force will be processed and retained for court use by the Ozaukee County Sheriffs Department.

When arrests are made or arrest warrants are issued, the participating agency in whose jurisdiction the arrests take place will be given credit (Uniform Crime Report Statistics) for the investigation. That agency will be able to assign its own case number to the case reports and seek prosecution.

The booking of arrested suspects may be done in participating jurisdictions in which the arrests are made, using the facilities, booking slips, fingerprint cards etc. of that agency, or booking procedures will be performed by the lead agency.

Any press releases concerning the Task Force's investigations or arrests will be made by the Task Force supervisor(s) and/or participating agency heads in cooperation with the Task Force supervisor(s) and shall include the names of all participating agencies. All agencies participating in the Task Force, when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with federal money, shall clearly state: (1) the percentage of the total cost of the project or program which was financed with federal money and (2) the dollar amount of federal funds for the project or program.

SEIZURES OF PROPERTY

If an Officer, working in the capacity of the Task Force, develops information which leads to the seizure of vehicles, money or property, pursuant to state or federal law as having been used in the commission of a felony, then that property will be considered proceeds of the Drug Grant and will

**Ozaukee County Anti-Drug Task Force
Written Agreement
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become the property of the Task Force. Vehicles may be given or traded to participating agencies with the understanding that they be used exclusively for law enforcement purposes.

DURATION

The Task Force will continue indefinitely and will welcome any law enforcement agency to become a participant by their assignment of personnel to the Task Force.

It is understood that manpower constraints will affect the ability of participating agencies to have a member assigned indefinitely, however, it is requested that a minimum personnel commitment of twelve (12) months will be the norm.

GENERAL CONDITIONS

Participating agency heads reserve the right to withdraw their Task Force member(s) at any time by giving written notice to the Task Force supervisor(s) and all other participating agency heads.

An annual report of the Task Force's activities will be prepared by the supervisor(s) and presented to the participating agency's heads. The agency heads will evaluate the report and have the option of continuing or terminating their participation in the Task Force.

An assurance will remain in effect that any items of equipment purchased with grant funds will be shared equally upon request. The lead agency shall be the central repository for equipment.

Each participating agency must submit Uniform Crime Reports and other required data to the State of Wisconsin in a timely manner.

At least one of the participating agencies involved will become a member of the Mid-States Organized Crime Information Center (MOCIC) and maintain annual membership.

The lead agency shall assure that it will comply with Wisconsin Department of Justice (WDOJ) Confidential Funds Guidelines.

The lead agency will submit to the WDOJ copies of written notification of Project Summary and Goals distributed to: the Superintendent of each School District, the Chairperson of each 51.42 Board, and the Director of each County Social or Human Services Agency.

The sheriff and police chiefs shall establish a Drug Enforcement and Violent Crime Policy Oversight Board.

The Task Force will continue to cooperate with surrounding law enforcement agencies, including, but not limited to, Milwaukee, Washington and Sheboygan Counties, and with DNE, DEA and FBI.

ASSURANCES

The Task Force assures OJA that the lead agency will submit an annual project report on the Task Force's activities to the Office of Justice Assistance (OJA).

The Task Force assures OJA that the lead agency will plan and conduct at least one meeting per calendar year which involves law enforcement representatives, representatives from schools, the 51.42 Board, and the Director (or designee thereof) of the Ozaukee County Department of Community Services, to discuss items of mutual concern regarding anti-drug abuse activities. A copy of the minutes of this meeting will be submitted to OJA.

The Task Force assures OJA that no funds will be authorized for the use of radio, newspaper or other public media advertising or announcements.

The Task Force assures OJA that it will provide to OJA, whenever applicable, within 30 days from the date of conviction, the certified records of aliens who have been convicted of violating criminal laws of the State of Wisconsin.

The Task Force assures OJA that program income from the sale of seized and forfeited assets (personal or real property), or from seized and forfeited money resulting from Task Force activities, will remain within the Task Force for allowable program purposes. The Task Force assures OJA that the equipment purchased with OJA grant funds will remain within the Task Force.

The Task Force assures OJA_ it will comply with the confidential fund and use of program income generated by seizure and forfeiture guidelines.

The Task Force assures OJA that the lead agency will submit an annual project report on the Task Force's activities to the Office of Justice Assistance (OJA).

The Task Force assures OJA that the lead agency will plan and conduct at least one meeting per calendar year which involves law enforcement representatives, representatives from schools, the 51.42 Board, and the Director (or designee thereof) of the Ozaukee County Department of Community Services, to discuss items of mutual concern regarding anti-drug abuse activities. A copy of the minutes of this meeting will be submitted to OJA.

The Task Force assures OJA that no funds will be authorized for the use of radio, newspaper or other public media advertising or announcements.

The Task Force assures OJA that it will provide to OJA, whenever applicable, within 30 days from the date of conviction, the certified records of aliens who have been convicted of violating criminal laws of the State of Wisconsin.

The Task Force assures OJA that program income from the sale of seized and forfeited assets (personal or real property), or from seized and forfeited money resulting from Task Force activities, will remain within the Task Force for allowable program purposes. The Task Force assures OJA that the equipment purchased with OJA grant funds will remain within the Task Force.

The Task Force assures OJA it will provide one copy of all reports and proposed publications resulting from this agreement thirty (30) days prior to public release and will refer to the current edition of the Office of Justice Programs Financial Guide which provides guidance on allowable printing activities.

The Task Force assures OJA it will comply with the confidential fund and use of program income generated by seizure and forfeiture guidelines.

Recipient agrees to encourage adoption and enforcement of on-the-job seat belt policies and programs for their employees, contractors, and subrecipients when operating company-owned, rented, or personally owned vehicles pursuant to 23 USC s.402, 403 and 29 USC s.668.

The Task Force assures OJA it will comply with the National Environmental Policy Act (NEPA) along with the provision of NEPA relating to clandestine methamphetamine laboratory operations including the identification, seizure, or closure of meth labs. No monies from this award may be obligated to support meth lab operations unless the grantee implements Office of Justice Programs special conditions.

The Task Force assures OJA funds provided with this award may not be used to operate a "pay-to-stay" program in-any local jail. - No funds will be subawarded to fund to local jails which operate "pay-to-stay" programs.

The Task Force understands and agrees to abide by all of the conditions for confidential funds and/or program income as set forth in the OJA Control and Use of Confidential Funds manual and the Guidelines for Use of Program Income Generated by Seizures and Forfeitures manual, and that any deviation from these elements must receive prior approval from OJA.

We pledge our full support to the Ozaukee County Anti-Drug Task Force effort and we fully understand the terms and conditions within.

Signed by:

Maury Straub, Sheriff
Ozaukee County Sheriff's Department
Date: 9-13-05

Richard P. Thomas, Chief
Port Washington Police Department
Date: 9-13-05

Thomas J. Frank, Chief
Cedarburg Police Department
Date: 9/13/05

William D. Meloy, Chief
Saukville Police Department
Date: 9/13/2005

Charles E. Wenten, Chief
Grafton Police Department
Date: 9-13-05

Richard W. Preston, Chief
Thiensville Police Department
Date: 9/13/05

Steven D. Graff, Captain (Acting Chief)
Mequon Police Department
Date: 09-13-05

WASHINGTON & OZAUKEE COUNTIES-POLICE AGENCIES
MUTUAL ASSISTANCE AGREEMENT

The parties to this Agreement are law enforcement agencies authorized to maintain peace and order within Washington and Ozaukee Counties. Pursuant to §59.28 of the Wisconsin Statutes, these agencies have been authorized by their respective municipalities to enter into this Mutual Assistance Agreement.

PURPOSE

Individual law enforcement agencies within Washington and Ozaukee Counties may be unable to field a sufficient number of trained officers and equipment to meet a particular emergency; thus, the agencies have agreed to pool resources by offering mutual assistance in emergency situations upon appropriate request.

AGREEMENT TO AID

Whenever any agency subject to this Agreement receives a request for aid from another agency participating in this Agreement indicating that an emergency exists or is about to exist within the requesting agency's jurisdiction and additional personnel and equipment are necessary to meet such emergency, the agency of whom the request is being made shall respond by offering available personnel and equipment to the requesting agency which in the judgment of the offering agency can safely be sent to such requesting agency.

LINE OF AUTHORITY

During the time that law enforcement officers and equipment are operating in a requesting municipality under an emergency request, those officers will cooperate with and are to be considered under the authority of the head of the law enforcement agency which has requested such assistance.

ACTUAL EMPLOYMENT

The parties to this Agreement understand that whenever a responding law enforcement officer is acting within a requesting municipality at the request of that municipality pursuant to this Agreement, such responding officers shall continue to be employees of their original employing municipality for wages, insurance, worker's compensation, and all other benefits and responsibilities pursuant to §66.315 of the Wisconsin Statutes. Reimbursement for those expenses and all other expenses under §66.0513 of the Wisconsin Statutes shall be handled between the municipalities as set forth in that statutory section.

BOARD OF OFFICERS & BUDGET

The participating agencies shall establish a governing body, budget, and by-laws for the purpose of accomplishing the intentions of the Agreement.

TERM

This Agreement shall be in effect for five (5) years from the date signed.

MODIFICATION

This Agreement shall not be modified, changed, or altered in any way without the mutual consent of all parties, reduced to writing, signed by all parties and attached to this Agreement.

COMPATIBILITY WITH WISCONSIN STATUTES

This Agreement is compatible with s.s. 66.0313 and 66.0513 of the Wisconsin Statutes, such Statutes shall control in event there is any conflict between such Statutes and this Agreement.

WASHINGTON & OZAUKEE COUNTIES – POLICE AGENCIES – MUTUAL ASSISTANCE AGREEMENT

Sheet 2

Signed by:

Washington County Sheriff's Department, Brian Rahn, Sheriff 10-7-03
Germantown Police Department, Ray Van Male, Chief 10-7-03
Hartford Police Department, Thomas Jones, Chief 10-7-03
Jackson Police Department, Jed Dolnick, Chief 10-7-03
Kewaskum Police Department, Chief Richard Knoebel 10-7-03
Slinger Police Department, Chief Dean Schmidt 10-12-03
West Bend Police Department, Kenneth J Meuler, Chief 10-7-03
Ozaukee County Sheriff's Department, Maury Straub, Sheriff 10-7-03
Cedarburg Police Department, Thomas Frank, Chief 10-7-03
Grafton Police Department, Charles Wenten, Chief 10-7-03
Mequon Police Department, Doyle Barker, Chief 10-13-03
Port Washington Police Department, Edward Rudolph, Chief 10-7-03
Saukville Police Department, William Meloy, Chief 10-7-03
Thiensville Police Department, Richard Preston, Chief 10-7-03

**Memorandum of Understanding
Between
Port Washington Police Department & Advocates of Ozaukee**

I. Statement of Mutual Purpose and Values

This understanding will identify the agreement between the Port Washington Police Department and Advocates of Ozaukee to work cooperatively to provide complete and quality services to adult victims of sexual assault who present to either entity.

II. Agreement on Business Practices

- A. The parties of this Memorandum of Understanding will work together to ensure that all adult victims of sexual violence receive a coordinated response from each entity.
- B. The parties of this agreement will serve all adult individuals seeking services for sexual violence of any kind.

III. Responsibilities of Each Agency

- Port Washington Police Department will advise adult victims of sexual violence of the services offered through Advocates of Ozaukee by providing them with materials regarding Advocates services.
- Advocates will provide a professionally trained advocate to assist victims through the systems by providing, emotional support, legal advocacy, accompaniment to medical appointments, emergency shelter, transportation and counseling as requested by the victim.

The benefit of this memorandum of understanding is to improve the response to adult victims of sexually violent crimes in Ozaukee County. In entering this agreement all parties will respect the client's right to privacy and will deliver services that are sensitive to cultural and family values.

Accepted by:

I have reviewed, understand and will to the best of our ability adhere to the information and specified in the above Memorandum of Understanding between the Port Washington Police Department and Advocates of Ozaukee.

Signed: Barbara Fisher, Executive Director
Advocates Date: 9/17/07

Signed: Richard P. Thomas, Chief of Police
Port Washington Police Dept. Date:9/21/07

MEMORANDUM OF UNDERSTANDING
between
Ozaukee County Department of Human Services
and
Port Washington Police Department

PURPOSE

The purpose of this memorandum of understanding is to comply with 1.) § 46.90(3)(a) of the Wisconsin Statutes* titled "Elder Abuse Reporting System" and 2.) § 55.043 of the Wisconsin Statutes* titled "Adult at Risk Reporting System" that require Ozaukee County Department of Human Services to have a policy for working with law enforcement in appropriate cases of elder and adult at risk abuse, neglect and exploitation. See attached Appendix A for definitions.

Ozaukee County Human Services and the Law Enforcement agencies in Ozaukee County recognize the need for a coordinated and cooperative response to elder and adult at risk abuse, neglect and exploitation. This Memorandum of Understanding is intended to establish a uniform process within Ozaukee County for the investigation of suspected acts of criminal abuse of an elder or adult at risk and for the referral of an individual in need of social or protective services.

COLLABORATION

Law Enforcement and Ozaukee County Human Services mutually agree that an effective method in developing successful interventions to resolve abuse, neglect and exploitation of elders and adults at risk is an interdisciplinary one. Therefore when complex cases do arise, the above agencies agree that they will involve professionals from a wide range of disciplines to provide consultation and help develop the best responses for the cases involved. This collaborative approach ensures:

- a sharing of available knowledge and resources;
- elimination of duplication of services;
- an effective system of client referral, assessment and response, and,
- a shared commitment to victim safety and holding abusers accountable.

Ozaukee County Human Services has established an Interdisciplinary Team(I-Team) as required for elder abuse funding. The purpose of the I-Team is to improve practice and collaboration between a wide variety of professionals and disciplines, to identify and address gaps in service, and to increase community awareness. Representation of law enforcement on the Ozaukee County elder abuse I-Team is essential, and each Law Enforcement agency is encouraged to participate. Additionally, each Law Enforcement agency is asked to identify a contact person for assistance or consultation for Human Services staff in elder or adult at risk cases.

Elder and Adult at Risk Agency Referrals to, and Requests for, Assistance from Law Enforcement

The Ozaukee County Department of Human Services may contact Law Enforcement for assistance/consultation/accompaniment in any of the following situations:

- A. A report to the agency causes the agency worker to reasonably believe that he/she may be in danger of serious harm or injury during the response/investigation and/or assessment. [§§ 46.90(5)(c) and (f)] or [§§ 55.043(2)(a) and (b).]
- B. A response cannot be made or pursued because the agency worker is prevented from seeing the alleged victim or where other circumstances interfere with the agency response.
- C. A report to the agency causes the agency worker to reasonably believe that a crime is occurring or has been committed and an individual is at risk of immediate danger because of the imminent occurrence of physical abuse, emotional abuse, sexual abuse, treatment without consent, unreasonable confinement or restraint, financial exploitation, neglect or other behaviors or conditions that are placing the individual's health, physical safety, financial safety or welfare in substantial jeopardy.
- D. An assessment causes the agency worker to reasonably believe that a criminal act has been committed. against an individual at risk and the individual is not verbally objecting or otherwise actively protesting the worker's request for Law Enforcement investigation.
- E. The individual at risk requests that the agency worker notify Law Enforcement.
- F. The agency worker reasonably believes that one of the following actions is necessary and meets the applicable statutory standards and the agency believes it needs assistance from Law Enforcement due to concerns such as the safety of the worker, custody issues, difficulty of transportation, etc.
 - an emergency detention pursuant to § 51.15;
 - emergency protective services pursuant to § 55.13; or
 - an emergency protective placement pursuant to § 55.135.
 - transporting the victim for performance of a medical examination, pursuant to elder abuse law § 46.90(5)(br) or adult at risk law § 55.043(lr)(c)

**Law Enforcement Referrals to, and Requests for, Assistance from Ozaukee County
Department of Human Services**

Law Enforcement officers may contact Human Services for assistance/consultation/ accompaniment in any of the following situations:

- A. Law Enforcement becomes involved with an individual who they believe may be at risk due to self-neglect, neglect, financial exploitation or abuse and a further assessment by Human Services is requested. Upon receiving a referral the Department of Human Services would make a determination on whether to proceed with an assessment or investigation.
- B. Law Enforcement believes that one of the following actions is necessary and requests support from Human Services in proceeding:

- an emergency detention under § 51.15, to obtain services pursuant to § 51.15;
- services to treat emergent needs related to alcohol abuse pursuant to § 51.45(11)(b);
- emergency protective services pursuant to § 55.13,;
- an emergency protective placement pursuant to § 55.135; or
- seeking an individual at risk restraining order [§ 813.123.]

CRIMINAL INVESTIGATIONS

It is recognized that Law Enforcement and Human Services have different roles, functions and responsibilities during the investigation of suspected criminal offenses committed against an elder or adult at risk. The parties will conduct separate investigations consistent with their agency's standard operating procedures. Parties agree to work cooperatively and with an open exchange of information, to the extent allowed by law.

- A. Law Enforcement and Human Service workers may work as a team to develop an investigation plan, including interviewing witnesses and securing and/or inventorying information.
- B. In any criminal investigation of abuse, neglect or financial exploitation, Law Enforcement should advise Human Services when it refers the case to the District Attorney's office, the Wisconsin Department of Justice, or the U.S. Attorney's Office for prosecution.
- C. At the conclusion of an investigation, whether done independently by Law Enforcement or completed jointly with Human Services, the Human Services agency will prepare and submit the required reporting form to the state. Law Enforcement will assist in furnishing to the Department requested information, including relevant police reports, to complete this report.

TRAINING

Law Enforcement and Ozaukee County Human Services agree to work together collaboratively to mutually develop and conduct training programs for both Law Enforcement and agency staff. Trainings might include information regarding abuse, financial exploitation, neglect and selfneglect, provisions of the civil elder abuse reporting law (§ 46.90), the civil adult at risk abuse reporting law, (§55.043) as well as the individual at risk restraining order (§ 813.123), and criminal statutes that may be used in remedying abuse, financial exploitation and neglect, including § 968.075 (domestic abuse incidents; arrest and prosecution). Representatives of community-based agencies (e.g., domestic violence and sexual assault programs, community mental health programs, community programs serving individuals with disabilities, substance abuse service providers, county aging and disabilities resource center) may also participate in the development and provision of these trainings, as appropriate.

CONFIDENTIALITY

Ozaukee County Human Services and Law Enforcement acknowledge that reports of suspected elder or adult at risk abuse are confidential and may not be released except in circumstances indicated under elder abuse law § 46.90(6)(b)1.-10., Wis. Stats. or adult at risk law §55.043(6)(a)1-10., Wis. Stats.

In making a police report, Ozaukee County Human Service workers will not be asked/required to provide personal information (home address, date of birth, etc). Agency contact information will be adequate.

MEMORANDUM REVIEW

Law Enforcement and Ozaukee County Human Services will meet as needed to identify issues of mutual concern, to identify solutions relating to elder and adult at risk abuse, neglect and financial exploitation, or to review and amend procedures contained in this Memorandum of Understanding.

Signed: Robert J. Haupt
Director, Ozaukee County Department of Human Services

1/7/08

Date

Signed: Richard P. Thomas
Chief, Port Washington Police Department

1/17/08

Date

*Note: All statutory references, denoted with the symbol "§" are to Wisconsin Statutes in effect as of December 1, 2006.

APPENDIX A

DEFINITIONS

A. "Elder Adult at Risk" means a person age 60 or older who has experienced, is currently experiencing, or is at risk of experiencing abuse, neglect, self-neglect, or financial exploitation. [§ 46.90(l)(br)]

B. "Adult at Risk" is any adult who has a physical or mental condition that substantially impairs his or her ability to care for his or her needs and who has experienced, is currently experiencing, or is at risk of experiencing abuse, neglect, self-neglect, or financial exploitation. [§ 55.01(1e)]

C. "Abuse" includes the following five types - § 46.90(1)(a):

- i. "Physical abuse" means the intentional or reckless infliction of bodily harm. [§ 46.90(1)(fg)]
- ii. "Emotional abuse" means language or behavior that serves no legitimate purpose and is intended to be intimidating, humiliating, threatening, frightening, or otherwise harassing, and that does or reasonably could intimidate, humiliate, threaten, frighten, or otherwise harass the individual to whom the conduct or language is directed. [§ 46.90(1)(cm)]
- iii. "Sexual abuse" means a violation of §§ 940.225(1), (2), (3) or (3m) (criminal sexual assault law) [§ 46.90(1)(gd)]
- iv. "Treatment without consent" means the administration of medication to an individual who has not provided informed consent, or the performance of psychosurgery, electroconvulsive therapy, or experimental research on an individual who has not provided informed consent, with the knowledge that no lawful authority exists for the administration or performance. [§ 46.90(1)(h)]
- v. "Unreasonable confinement or restraint" includes the intentional and unreasonable confinement of an individual in a locked room, involuntary separation of an individual from his or her living area, use on an individual of physical restraining device, or the provision of unnecessary or excessive medication to an individual, but does not include the use of these methods or devices, in entities regulated by the department if the methods or devices are employed in conformance with state and federal standards governing confinement and restraint. [§ 46.90(1)(i)]

D. "Financial Exploitation" means any of the following:

- i. Obtaining an individual's money or property by deceiving or enticing the individual, or by forcing, compelling, or coercing the individual to give, sell at less than fair market value, or in other ways convey money or property against his or her will without his or her informed consent;

- ii. Theft under § 943.20;
- iii. The substantial failure or neglect of a fiscal agent to fulfill his or her responsibilities;
- iv. Unauthorized use of an individual's personal identifying information or documents, as prohibited in § 943.201;
- v. Unauthorized use of an entity's identifying information or documents, per § 943.203;
- vi. Forgery, per § 943.38; or
- vii. Financial transaction card crimes-
 - Elder Abuse per § 943.41. [§ 46.90(1)(ed)]
 - Adult at Risk per § 943.41. [§ 55.01(2s); 46.90(1)(ed)]

- E. "Neglect" means the failure of a caregiver, as evidenced by an act, omission, or course of conduct, to endeavor to secure or maintain adequate care, services, or supervision for an individual, including food, clothing, shelter, or physical or mental health care, and creating significant risk or danger to the individual's physical or mental health. "Neglect" does not include a decision that is made to not seek medical care for an individual, if that decision is consistent with the individual's previously executed declaration or do-not-resuscitate order under ch. 154, a power of attorney for health care under ch. 155, or as otherwise authorized by elder abuse law [§ 46.90(1)(f)] or adult at risk law. [§ 55.01(4r); 46.90(1)(f)]
- F. "Self-Neglect" means a significant danger to an individual's physical or mental health because the individual is responsible for his or her own care but fails to obtain adequate care, including food, shelter, clothing, or medical or dental care under elder abuse law [§ 46.90(1)(g)]-or adult at risk law. [§§ 55.01(6u); 46.90(1)(g)]
- G. "Degenerative brain disorder" means the loss or dysfunction of an individual's brain cells to the extent that he or she [an individual] is substantially impaired in his or her ability to provide adequately for his or her own care or custody." [§ 55.01 (1v)]
- H. "Developmentally disabled person" means any individual having a disability attributable to mental retardation, cerebral palsy, epilepsy, autism or another neurological condition closely related to mental retardation or requiring treatment similar to that required for mentally retarded individuals, which has continued or can be expected to continue indefinitely, substantially impairs the individual from adequately providing for his or her own care or custody, and constitutes a substantial handicap to the afflicted individual. The term does not include a person with degenerative brain disorder." [§ 55.01 (2)]
- I. "Serious and persistent mental illness" means a mental illness that is severe in degree and persistent in duration, that causes a substantially diminished level of functioning in the primary aspects of daily living and an inability to cope with the ordinary demands of life, that may lead to an inability to maintain stable adjustment and independent functioning without long-term treatment and support, and that may be of lifelong duration. "Serious and persistent mental illness" includes schizophrenia as well as a wide spectrum of psychotic and other severely disabling psychiatric diagnostic categories, but does not include degenerative brain disorder or a primary

diagnosis of a developmental disability as defined ins. 51.01 (5) (a), or of alcohol or drug dependence." [§ 55.01(6v)]

- J. "Other like incapacities" means those conditions incurred at any age which are the result of accident, organic brain damage, mental or physical disability or continued consumption or absorption of substances, producing a condition which substantially impairs an individual from adequately providing for his or her care or custody. [§ 55.01 (5)]