



## Memorandum of Agreement Regarding Participation in The Wisconsin Statewide Information Center



This memorandum of agreement (MOA) is entered into between the Wisconsin Department of Justice (DOJ), Division of Criminal Investigation's (DCI) Statewide Information Center (WSIC) and the Madison Police Department, which shall be collectively referred to as the Contributing Agency.

### Section 1. Purpose

1.1. The purpose of this MOA is to enhance Federal, State, County and Local law enforcement services concerning the collection, evaluation, analysis, dissemination of information and intelligence products regarding terrorism and criminal related incidents, both foreign and domestic, through the cooperative efforts of the parties herein.

### Section 2. Authority

2.1. The DCI and the Madison Police Department are authorized to enter into this agreement pursuant to Wisconsin Statute 66.0313, Law Enforcement Mutual Aid.

### Section 3. Duties of the Wisconsin Statewide Information Center

3.1. The WSIC is under the direct command of a Special Agent In Charge (SAC) with the Wisconsin Department of Justice, Division of Criminal Investigation who shall have the responsibility of supervising all personnel assigned.

3.2. The analyst's duties are to function as an intelligence analyst in the WSIC. Law Enforcement Officers assigned to the WSIC may operate in an analytical or field law enforcement capacity based on agreement between the WSIC and the Contributing Agency.

3.3. The Contributing Agency agrees that all personnel it assigns to the WSIC shall have or be required to obtain a Secret or higher security clearance. All costs associated with that security clearance process will be the responsibility of the WSIC.

3.4. The WSIC agrees to provide office space and computers for personnel assigned to the WSIC.

3.5. The WSIC agrees to provide assigned analysts and law enforcement officers access to DCI / WSIC systems and databases as related and required to perform their duty as an analyst. Access to the WSIC systems and databases will be limited to those persons meeting DOJ criteria for accessing those systems.

**3.6.** The WSIC agrees to ensure all requests for information from the WSIC shall, where required under law, be in compliance with 28 Code of Federal Regulation Part 23, and that any information received from the WSIC as a result of such request or provided support shall be maintained, stored, and retained in compliance with 28 Code of Federal Regulation Part 23.

**3.7.** The WSIC understands that Contributing Agency analysts and law enforcement officers shall remain responsible for administrative functions and duties to their Contributing Agency as pertains to employment status such as payroll, contractual requirements, subpoenas, performance evaluations, training and licensure, and other administrative purposes. The goal of this association between the Contributing Agency and the WSIC is to enhance analytical and law enforcement capabilities for both entities.

#### **Section 4. Duties of Contributing Agency**

**4.1.** The Contributing Agency agrees to provide one sworn law enforcement officer to the WSIC for one day a week for up to a full 8 hour workday. The duration of this agreement is subject to their respective budgetary and fiscal processes and availability of funds, and pursuant to applicable laws, regulations, and policies applicable thereto. It is understood that the Contributing Agency agrees to this assignment for a 1-year period.

**4.2.** The Contributing Agency agrees to provide the WSIC, it's assigned analysts, law enforcement officers and the SAC, access to systems and databases as related, and required to, perform their duty as an analyst or sworn law enforcement official operating within the WSIC.

**4.3** The Contributing Agency's assigned sworn law enforcement officer or analyst will adhere to all applicable MPD policies and procedures during their assignment to the WSIC.

## **Section 5. Conflict Resolution**

5.1. Conflicts, grievances, or injuries arising between WSIC personnel shall first be addressed by the SAC and resolved at the lowest level in a manner that reflects the cooperative spirit of the WSIC mission.

## **Section 6. Confidentiality**

6.1. The Contributing Agency accepts the obligation contained in this agreement in consideration of being granted access to classified and sensitive intelligence and homeland security information. Such information includes that which could adversely affect on-going investigations, create safety hazards for officers, divulge sources of information, and/or compromise their identities and information that warrants a degree of protection and administrative control that meets the criteria for exemption from public disclosure.

6.2. The Contributing Agency shall keep confidential all sensitive intelligence and homeland security information held, received, developed, generated, or provided by the WSIC and to protect its confidentiality and restrict access to it based upon a right and a need to know. Sensitive intelligence and homeland security information disseminated by the WSIC shall not be disseminated outside the recipient's organization without the express written consent of the SAC or their designee.

## **Section 7. Operations**

7.1. The WSIC will be in operation a minimum of 40-hours per week, any modification to a 5 day, 8 hour workweek shall be agreed upon by contributing agencies and subject to bargaining agreements. MPD's agreement with the WSIC consists of one sworn law enforcement officer for one day a week for up to a full 8 hour work day. During periods of need, to be determined by the SAC or their designee, shift schedules may be altered or changed to accommodate higher threat levels and other criminal investigative issues as may pertain to the WSIC personnel and functions. The SAC shall determine personnel schedules in cooperation with the Contributing Agency. Salary issues, shift differential, workers compensation, overtime and compensation shall be the responsibility of the Contributing Agency. In most cases reimbursement for training and associated travel shall be processed and paid for by the WSIC.

7.2. For law enforcement personnel assigned to the WSIC, they shall agree to adhere to the DCI Use of Computer Policy when applicable as well as the policies and procedures of their respective Contributing Agency during their assignment. Those law enforcement personnel shall be working at the request of the DCI pursuant to Wisconsin Statute 66.0313, Law Enforcement; Mutual Assistance.

During the course of this assignment the officer assigned will be working under the direction and control of the DCI and shall be regarded as an agent within the meaning of Wisconsin Statute 895.46(1)(a), "State and Political Subdivisions thereof to pay judgments taken against officers."

**7.3** Personnel assigned to WSIC must review and comply with the WSIC Privacy Policy, attend training related to privacy, civil rights, and civil liberties as directed by the SAC, and sign a non-disclosure agreement related to the safe handling of information.

## **Section 8. Equipment**

**8.1.** Contributing Agencies shall allow law enforcement officials they assign to the WSIC to retain all of their agency issued equipment such as weapons, vehicles and radios, for use while their member is assigned to the WSIC. All extra equipment not normally assigned or issued by the Contributing Agency but required for WSIC operations, shall be provided by the DCI.

## **Section 9. Liabilities**

**9.1.** The Contributing Agencies agree to be responsible for the negligent or wrongful acts or omissions of their respective employees. The contributing agencies acknowledge that financial and civil liability for the actions and omissions of each employee detailed to the WSIC remains vested with his or her employing agency, in accordance with applicable law.

## **Section 10. Duration of this Agreement**

**10.1.** This agreement shall become effective upon execution the Contributing Agency and shall extend, and remain in effect, until June 30, 2016. Extension of this agreement beyond June 30, 2016 is contingent upon the express written agreement of the WSIC and the Contributing Agency.

**Section 11. Signatories of the Contributing Agencies**

*Chief Michael C. Koval*

**Chief Mike Koval  
City of Madison Chief**

*David S. Matthews*

**David S. Matthews  
Administrator  
Division of Criminal Investigation**