

LAW ENFORCEMENT MUTUAL ASSISTANCE AGREEMENT

This **AGREEMENT** is made and entered in between the City of La Crosse and the Town of Shelby.

WHEREAS, the parties desire entering into an Agreement establishing rights and duties which will assist in the enforcement of laws, both in emergency and non-emergency situations; and

WHEREAS, Wis. Stat. § 66.0313 provides that upon the request of any law enforcement agency, the law enforcement personnel of any other law enforcement agency may assist the requesting agency within the latter's jurisdiction; and

WHEREAS, Wis. Stat. § 66.0313 provides that law enforcement officers of the Town and City have the authority to issue citations; and

WHEREAS, Wis. Stat. § 66.0313 also provides that officials granted the authority to issue citations may delegate, with approval of the governing body, the authority to employees.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

The purpose of this Agreement is to permit the parties to the Agreement to share services of law enforcement officers, resources and equipment to operate more effectively with regards to the investigation and prosecution of criminal activity, and the investigation and handling of traffic crashes and enforcement.

II. MUTUAL ASSISTANCE

- A. Each party hereby agrees to allow law enforcement officer(s) employed by said party, as designated by its Chief of Police, to assist law enforcement officers within the jurisdictional boundaries of the other party.
- B. Each party further agrees to allow licensed law enforcement officer(s) employed by each party to this Agreement to assist law enforcement officers within its jurisdictional boundaries subject to the authority of the Chief of Police of that jurisdiction in which the officers are operating. The respective Chief of Police, or designee, of a law enforcement officers home jurisdiction has the right to withdraw an officer at any time.
- C. It is the express understanding of parties hereto that the first and foremost priority of the law enforcement agencies of all parties to this Agreement is to maintain law and order and provide police protection within its respective jurisdictions. It is

expressly understood that the assistance contracted for by this Agreement shall only be provided if the officers requested to provide assistance can do so without unduly jeopardizing police protection within its respective jurisdiction.

- D. The request for assistance pursuant to this Agreement shall be made by the Chief or Police or designee of the respective law enforcement agency.

III. OTHER PROVISIONS

- A. A law enforcement officer employed by the City of La Crosse, while operating on-duty time in the Town of Shelby, pursuant to this Agreement shall have all the arrest and other police authority of a Town of Shelby police officer while within the territorial jurisdiction of the Town of Shelby and within a border county subject to the restriction that the authority to enforce laws and make arrests shall be limited to violations of laws that are similar to the types of laws that he or she is authorized to enforce or make arrests for regarding violations in his or her home jurisdiction.
- B. A law enforcement officer employed by the Town of Shelby, while operating on-duty time in the City of La Crosse, pursuant to this Agreement shall have all the arrest and other police authority of the City of La Crosse law enforcement officer while within the territorial jurisdiction of the City of La Crosse and within a border county subject to the restriction that the authority to enforce laws and make arrests shall be limited to violations of laws that are similar to the types of laws that he or she is authorized to enforce or make arrests for regarding violations in his or her home jurisdiction.

IV. EMPLOYMENT STATUS

- A. A law enforcement officer providing assistance pursuant to this Agreement in the territorial jurisdiction of another party shall remain the employee of his or her respective law enforcement agency with regard to any wage, salary, pension, public retirement benefit, worker compensation claim, unemployment compensation claim, disability, civil liability purposes and all other service rights or benefits arising out of a work assignment pursuant to this Agreement.
- B. Each party is responsible for paying the salary and benefits of any law enforcement officer employed by the party while that officer is providing assistance pursuant to this Agreement in the jurisdiction of any other party. The party requesting assistance does not have to reimburse the agency, which employs the officer providing assistance.
- C. A law enforcement officer providing assistance pursuant to this Agreement within the jurisdiction of another party shall remain the employee of his or her respective law enforcement agency for the purpose of indemnification of the employing

agency or office with regards to any loss, damage or liability to the employing agency or officer arising out of the services or activities provided under this Agreement, regardless of the supervision or control of the officer's actions while within the jurisdiction of the other party.

- D. Law enforcement officers rendering assistance under this Agreement shall do so under the direction and control of the appropriate official designated by the jurisdiction requesting aid.

V. EQUIPMENT AND INSURANCE

- A. Each party hereby delegates to its respective Chief of Police the authority to assign a licensed law enforcement officer or officers and allocate resources and equipment necessary to achieve the purposes of this Agreement, including the authority to designate which licensed law enforcement officer or officers will provide law enforcement assistance to the other party. Uninsured losses or damages to equipment shall be paid by the agency owning the equipment.
- B. A jurisdiction providing a motor vehicle for use pursuant to this Agreement shall be responsible for liability risks in connection therewith.

VI. EXPENSES

Except as otherwise provided in this Agreement, expenses incurred by a law enforcement officer while working in another jurisdiction shall be paid by the jurisdiction in which the law enforcement officer is employed.

VII. EFFECTIVE DATE

The Agreement shall become effective when approved by all governmental authority having jurisdiction with reference thereto, the governing bodies, and executed by the appropriate officials of both parties. The term of this Agreement shall remain in full force and effect from the date of approval by both governing bodies until the Agreement of either party is terminated as provide in Paragraph VIII.

VIII. TERMINATION

Either party, upon thirty (30) days written notice to the other party, may terminate this Agreement. Such notice shall be delivered to the respective City/County Clerk for each parties.

IX. MODIFICATIONS

Any alterations, variations, modifications or waivers of the provisions of this Agreement shall be valid only when they have been reduced to writing and signed by authorized representatives of the parties.

APPROVED AS TO FORM AND CONTENT BY:

CITY OF LA CROSSE

By: _____
Name: Stephen F. Matty
Title: City Attorney

Date Signed: September _____, 2017

By: _____
Name: Tim Kabat
Title: Mayor

Date Signed: September _____, 2017

By: _____
Name: Teri Lehrke
Title: City Clerk

Date Signed: September _____, 2017

By: _____
Name: Ron Tischer
Title: Chief of Police

Date Signed: September _____, 2017

APPROVED AS TO FORM AND CONTENT BY:

TOWN OF SHELBY

By: Timothy Candall
Name: Timothy Gandahl
Title: Town Chairperson

Date Signed: September 5th, 2017

By: Michelle Kind
Name: Michelle Kind
Title: Town Clerk

Date Signed: September 5th, 2017

By: Carroll Vizecky
Name: Carroll Vizecky
Title: Administrator

Date Signed: September 5th, 2017