

LAW ENFORCEMENT MUTUAL ASSISTANCE AGREEMENT

This agreement made and entered into on this 11th day of June, 2015
by and between the City of La Crosse and the City of Onalaska.

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.

WHEREAS, Wis. Stat. 66.0313 provides that upon 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.

WHEREAS, Wis Stat. 66.0113 provides that law enforcement officers of the county and city have the authority to issue citations.

WHEREAS, Wis. Stat. 66. 0113 also provides that officials granted the authority to issue citations may delegate, with approval of the governing body, the authority to employees and other county, town, city and village officials where such duty is directly related to the official responsibilities of their jobs.

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, prevention, and prosecution of law violations, and the investigation and handling of traffic crashes and enforcement on a daily and routine basis. This agreement is not intended to supersede mutual aid requests made under Wis Stat. 66.0313, but to allow for expanded authority for daily non-emergency operations.

II. MUTUAL ASSISTANCE

A. Each party hereby agrees to allow a licensed law enforcement officer or officers 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 a licensed law enforcement officer or officers 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 officer's home jurisdiction has the right to withdraw an officer at any time.

C. It is the express understanding of the 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 support and territorial jurisdiction allowed for by this agreement shall only be provided if the officers can do so without unduly jeopardizing police protection within its respective jurisdiction.

D. A law enforcement officer employed by the City of La Crosse, while operating on-duty time in the City of Onalaska, pursuant to this agreement shall have all the arrest and other police authority of a City of Onalaska police officer while within the territorial jurisdiction of the City of Onalaska and subject to the restriction that that 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.

E. A law enforcement officer employed by the City of Onalaska, 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 a City of La Crosse law enforcement officer while within the territorial jurisdiction of the City of La Crosse subject to the restriction that that 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.

F. In the event of a specific request for mutual aid under Wis Stat. 66.0313, all provisions of Wis Stat. 66.0313 will apply including while acting in response to a specific request for assistance, shall be deemed employees of the requesting agency.

III. EMPLOYMENT STATUS

A. A law enforcement officer acting 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 that party while that officer is acting pursuant to this agreement in the jurisdiction of any other party. Neither party shall have to reimburse the other party for the employment of any law enforcement officer operating in the jurisdiction of the other party under the terms of this Agreement.

C. A law enforcement officer providing support 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 officer with regard 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.

IV. 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 support 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.

V. 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 actually employed pursuant to this agreement.

VI. 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 duration of this agreement shall remain in full force and effect unless the agreement of either party is terminated as provided in Paragraph VII.

VII. 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 Clerks for each parties.

VIII. 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.

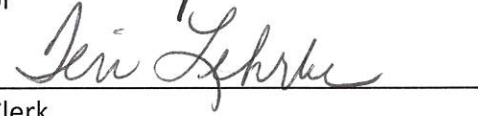
APPROVED AS TO FORM AND CONTENT BY:
CITY OF LA CROSSE

By 
City Attorney

Date Signed 6-23-15

By 
Mayor

Date Signed 06/18/2015


By 
City Clerk

Date Signed 6/18/15


By 
Chief of Police

Date Signed 06/19/2015

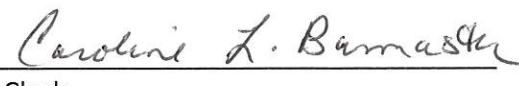
APPROVED AS TO FORM AND CONTENT BY:
CITY OF ONALASKA

By 
City Attorney


Date Signed 6-25-15

By 
Mayor

Date Signed 6-25-15

By 
City Clerk

Date Signed 6-25-15

By 
Chief of Police

Date Signed 6-25-15

Resolution approving Mutual Assistance Agreement for police services between the City of La Crosse, Wisconsin and the City of Onalaska, Wisconsin.

RESOLUTION

WHEREAS, the La Crosse Police Department and Onalaska Police Department desire to enter into an agreement establishing rights and duties which will assist in law enforcement of laws, both in emergency and non-emergency situations; and

WHEREAS, Wisconsin Statute Section 66.0313 allows the City of La Crosse Police Department to enter into a mutual assistance agreement with another police department; and

BE IT RESOLVED by the Common Council of the City of La Crosse that it hereby authorizes the City of La Crosse Police Department to enter into a Mutual Assistance Agreement with the City of Onalaska Police Department.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the same.

I, Teri Lehrke, certify that this resolution was duly and officially adopted by the Common Council of the City of La Crosse on June 11, 2015.



Teri Lehrke, City Clerk
City of La Crosse, Wisconsin