

LAW ENFORCEMENT MUTUAL ASSISTANCE AGREEMENT

This agreement made and entered into on this 9<sup>th</sup> day of July, 2015 by and between the City of La Crosse and the University of Wisconsin-La Crosse.

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 for 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.

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

E. A law enforcement officer employed by the University of Wisconsin-La Crosse, 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. The request for assistance pursuant to this agreement shall be made by the Chief of Police or designee of the respective law enforcement agency.

### **III. 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 that 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 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.

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.

#### **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 assistance to the other party. Uninsured losses or damages to equipment shall be paid by the agency owning the equipment.

B. Regarding motor vehicle property damage, 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.

#### **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 Chief for each party.

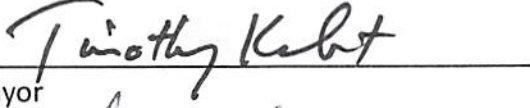
**VIII. MODIFICATIONS**

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.

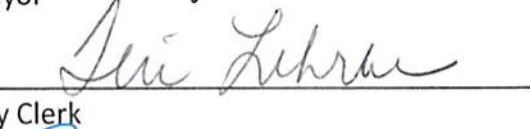
**APPROVED AS TO FORM AND CONTENT BY:  
CITY OF LA CROSSE**

By   
City Attorney

Date Signed 8-21-15

By   
Mayor

Date Signed 08/24/2015

By   
City Clerk

Date Signed 8/25/15

By   
Chief of Police

Date Signed 08/18/2015

**APPROVED AS TO FORM AND CONTENT BY:**

  
Scott S. McCullough  
University Police Services

11-15-15  
Date

For the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-La Crosse

  
Robert J. Hetzel

11.18.15  
Date

And/Or

\_\_\_\_\_  
Sandy S. Chapman

\_\_\_\_\_  
Date