

JOINT POWERS AGREEMENT  
LAW ENFORCEMENT MUTUAL ASSISTANCE

This agreement, made and entered into on this 26th day of September, 1995, by and between the County of La Crosse, State of Wisconsin and the County of Winona, State of Minnesota, and the County of Houston, State of Minnesota;

WHEREAS, the parties want to enter into an agreement establishing rights and duties which will assist in the enforcement of laws, both in emergency and non-emergency situations;

WHEREAS, Minn. Stat 471.59 allows the County of Winona and the County of Houston to execute this agreement;

WHEREAS, Wis. Stat 66.30 and 175.46 allow the County of La Crosse to execute this agreement;

WHEREAS, the County of Winona, State of Minnesota, the County of Houston, State of Minnesota and County of La Crosse, State of Wisconsin are border counties as defined in Wis Stat 175.46 (1)(a);

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. PURPOSE

The purpose of this agreement is to permit the parties to the agreement to share the 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 accidents.

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 Sheriff, to assist law enforcement officers within the jurisdictional boundaries of any other party.

B. Each party further agrees to allow a licensed law enforcement officer or officers employed by any other party to this agreement to assist law enforcement officers within its jurisdictional boundaries subject to the authority of the Sheriff of that jurisdiction in which the officers are operating. The respective Sheriff, or their designees, 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 their 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 their respective jurisdictions.

D. A law enforcement officer employed by the County of Winona, State of Minnesota, County of Houston, State of Minnesota, while operating in the County of La Crosse, State of Wisconsin, pursuant to this agreement shall have all the arrest and other police authority of the La Crosse County Sheriff's Department while within the territorial jurisdiction of the La Crosse County Sheriff's Department, 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 state. No officer shall transport an arrested person across state lines without first complying with the Uniform Criminal Extradition Act, Minn. Stat 629.01-29 and Wis Stat 976.03, or other applicable law

E. A law enforcement officer employed by the County of La Crosse, State of Wisconsin, while operating in the County of Winona, State of Minnesota, or the County of Houston, State of Minnesota, pursuant to this agreement shall have all the arrest and other police authority of the Winona County Sheriff's Department or the Houston County Sheriff's Department while within their respective territorial jurisdictions, 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 state.

F. The request for assistance pursuant to this agreement shall be made by the Sheriff of the respective law enforcement agencies, or their duly authorized designees.

G. Nothing in this agreement shall prevent pursuit across state lines by a law enforcement officer when done so pursuant to the Uniform Law on Fresh Pursuit, Minn. Stat 626.65-70, or Uniform Act on Close Pursuit, Wis. Stat 976.04, or other applicable law.

### 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's 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.

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 officer with regard to any loss, damage or liability 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 another party.

D. A law enforcement officer employed by the County of La Crosse, State of Wisconsin, acting pursuant to this agreement in Minnesota shall be subject to any immunity from liability or limit on liability to the same extent as any peace officer of the State of Minnesota.

E. A law enforcement officer employed by the County of Winona, State of Minnesota, County of Houston, State of Minnesota, acting pursuant to this agreement in Wisconsin shall be subject to any immunity from liability or limit on liability to the same extent as a Wisconsin law enforcement officer.

F. 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

A. Each party hereby delegates to its respective Sheriff 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 work within the jurisdictional boundaries of the other parties. 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 providing liability insurance coverage for the specific value.

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 working pursuant to this agreement.

VI. EFFECTIVE DATE AND TERMINATION

This agreement shall become effective when approved by the governing body and executed by the appropriate officials of each party. The duration of this agreement is indefinite, and shall remain in full force and effect until it shall be terminated as provided in Paragraph VII.

VII. TERMINATION

This agreement may be terminated by any party upon thirty (30) days written notice to the other parties. Such notice shall be delivered to the respective county coordinator for the County of Winona, State of Minnesota, the county auditor for the County of Houston, State of Minnesota, and the administrative coordinator for the County of La Crosse, State of Wisconsin.

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:

COUNTY OF LA CROSSE

By David L. Ziegler  
La Crosse County Corporation Counsel

Date Signed 7-26-95

By James A. Ehsman  
County Board Chairperson

Date Signed 7-26-95

By Maureen W. Gork  
County Clerk

Date Signed 7-25-95

By Karl Holman  
La Crosse County Sheriff

Date Signed 7-25-95

APPROVED AS TO FORM AND CONTENT BY:

COUNTY OF HOUSTON

By [Signature]  
Houston County Attorney

Date Signed 7-31-95

By Larry E. May  
County Board Chairperson

Date Signed 7-31-95

By [Signature]  
Houston County Sheriff

Date Signed 7-31-95

By A. Peter Johnson  
Houston County Auditor

Date Signed 7-31-95

COUNTY OF WINONA:

By: Sp. Nelson  
Chairperson, Board of Commissioners

Date: 9/26/95

ATTEST:

Patricia Blawie  
County Coordinator

By: Richard J. Johnson  
Winona County Sheriff

Date: 9-21-95

Approved as to form this 19<sup>th</sup> day of  
September, 1995

Julius E. Barnes  
Winona County Attorney

Approved as to execution this 28<sup>th</sup>  
day of Sept, 1995.

Julius E. Barnes  
Winona County Attorney