

JOINT POWERS AGREEMENT  
LAW ENFORCEMENT MUTUAL ASSISTANCE

This agreement, made and entered into on this 24 day of MAY, 1994, by and between the County of Buffalo, State of Wisconsin; the City of Winona, State of Minnesota; and the County of Winona, 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 City of Winona and County of Winona to execute this agreement;

WHEREAS, Wis. Stat. 66.30 and 175.45 allow the County of Buffalo to execute this agreement;

WHEREAS, the County of Winona, State of Minnesota, and County of Buffalo, State of Wisconsin are border counties as defined in Wis. Stat. 175.45 (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 or Chief of Police, to assist law enforcement officers within the jurisdictional boundaries of one or more of the other parties.

B. Each party further agrees to allow a licensed law enforcement officer or officers employed by the other parties to this agreement to assist law enforcement officers within its jurisdictional boundaries subject to the authority of the Sheriff or Chief of Police of that

jurisdiction in which the officers are operating. The respective Sheriff or Chief of Police, or their designees, of a law enforcement officer's home jurisdiction has the right to withdraw an officer at any time as long as the withdrawal does not place any other law enforcement officer or any other person in a life threatening situation.

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, or City of Winona, State of Minnesota, while operating in the County of Buffalo, State of Wisconsin, pursuant to this agreement shall have all the arrest and other police authority of the Buffalo County Sheriff's Department while within the territorial jurisdiction of the Buffalo County Sheriff's Department. 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 Buffalo, State of Wisconsin, while operating in the City of Winona or County of Winona, State of Minnesota, pursuant to this agreement shall have all the arrest and other police authority of the Winona Police Department or Winona County Sheriff's Department while within their territorial jurisdictions.

F. The request for assistance pursuant to this agreement shall be made by the Chief of Police or 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 claim, and all other service rights 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 the 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.

D. A law enforcement officer employed by the County of Buffalo, State of Wisconsin, acting pursuant to this agreement in Minnesota shall be subject to any immunity 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 City of Winona or County of Winona, 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 or 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 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 vehicle.

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 County Coordinator for the County of Winona, Clerk for the City of Winona, and Clerk for the County of Buffalo.

VIII. MODIFICATIONS

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

Approved and adopted by the parties as follows:

Dated: May 17, 1994

COUNTY OF BUFFALO  
By: Vernon B. Maithus  
County Board Chairperson

By: Danara K. Ebert  
County Clerk

By: Edward M. Benthley  
Buffalo County Sheriff

By: [Signature]  
Corporation Counsel

Dated: May 3, 1994

CITY OF WINONA  
By: [Signature]  
City Manager

By: James G. Dornen  
City Clerk

By: [Signature]  
Winona Chief of Police

Dated: 5/24/94

COUNTY OF WINONA  
By: M. J. McCawley  
County Board Chairperson

By: Richard A. Johnson  
Winona County Sheriff

ATTEST:

By: Patricia Blaisdell  
County Coordinator

Approved as to form this 25<sup>th</sup>  
day of April, 1994.

Julius E. Gernes  
Julius E. Gernes  
Winona County Attorney

Approved as to execution this 25<sup>th</sup>  
day of May, 1994.

Julius E. Gernes  
Julius E. Gernes  
Winona County Attorney