

## MUTUAL AID AGREEMENT

This Agreement made and entered into by the CITY OF RACINE, a municipal corporation, RACINE POLICE DEPARTMENT, ("Racine Police Department") and VILLAGE OF STURTEVANT, a municipal corporation, VILLAGE OF STURTEVANT POLICE DEPARTMENT, ("Sturtevant Police Department"),

WHEREAS, the undersigned public law enforcement agencies are charged with the duty of enforcing the law and protecting their citizens from illegal activity; and,

WHEREAS, the undersigned public law enforcement agencies recognize that the Jurisdiction and authority of each is limited and that such limitations are detrimental in combating crime within the agencies' jurisdiction; and,

WHEREAS, the undersigned public law enforcement agencies recognize that the problem can be most effectively combated by the pooling of their resources in the joint exercise of their respective authority; and,

WHEREAS, the undersigned public law enforcement agencies believe that this agreement will provide citizens with the most effective law enforcement protection against those who engage in actions detrimental to public safety; and,

WHEREAS, the Racine Police Department and Sturtevant Police Department are Wisconsin law enforcement agencies located in Eastern Racine County; and,

WHEREAS, in the absence of this agreement, the efforts of the Racine Police Department and the Sturtevant Police Department to combat crime within the respective Jurisdictions, are occasionally hampered by jurisdictional limitations inherent in the separate sovereignty of the City of Racine and Village of Sturtevant.

NOW THEREFORE, the City of Racine and its Police Department and the Village of Sturtevant and its Police Department hereby agree as follows:

1. **Authority:** The parties enter into this agreement in accordance with the authority vested in them by Section 66.0301 and 66.0313 of the Wisconsin Statutes.
2. **Purpose:** The purpose of this agreement is to establish the jurisdictional authority and operational guidelines for the participating agencies.
3. **Arrest Powers:** Subject to the notification requirements set forth below in section (4), arrest powers are as follows: The law enforcement officers of the Racine and Sturtevant Police Department shall act with all of the arrest and other police authority of a law enforcement officer of each Police Department while within the City of Racine or the Village of Sturtevant. This grant of authority includes the enforcement of laws and arrests for violations of those laws similar to the types of laws that the law enforcement officers of each department are authorized to enforce or make arrests for in their home municipality.

In addition, the participating agencies may:

- a. Provide emergency assistance
- b. Conduct follow-up investigations and make arrests
- c. Conduct training and joint training exercises
- d. Participate in task force operations
- e. Assist with major investigations
- f. Make prisoner transports
- g. Conduct other official business

It is understood that persons arrested by either party while within the jurisdiction of the other shall be turned over to the home agency as soon as possible following the arrest. This agreement does not authorize covert or overt investigations outside of a law enforcement officers' home jurisdiction, unless such investigations are conducted with the mutual consent of both parties to this Agreement. This Agreement does not interfere with the arrest authority vested to law enforcement officers in fresh pursuit within the meaning of Section 175.40(2) of the Wisconsin Statutes or the arrest authority on highway boundary areas within the meaning of Section 175.40(4) of the Wisconsin Statutes.

4. Notification: Each agency shall notify the other before either agency does any of the following within the borders of the other agency's jurisdiction;

- a. Conducts follow-up investigations
- b. Makes arrests
- c. Conducts training

Unless exigent circumstances exist, neither party shall make an arrest within the borders of the other agency's jurisdiction unless the home agency has been notified and has authorized such arrest. Notification procedures shall be established by the parties to this Agreement for the purposes of paragraphs three and four of the Agreement

5. Term: This agreement shall remain in force until one of the participating agencies requests that it be terminated. Notice of termination shall be given in accordance with paragraph 11 below.

6. Benefits: The parties hereto waive the provisions of section 66.315(2), Wis. Stats., as to Requests for Assistance under this Agreement. Law enforcement officers of each agency acting under this Agreement shall continue to be covered by their Village employer for purposes of compensation, Workers' Compensation, unemployment compensation, benefits under Chapter 40 of the Wisconsin Statutes and other employee benefits, and civil liability, and shall be considered while so acting to be in the ordinary course of their employment.

7. Immunities: Any law enforcement officer that is employed by the Racine or Sturtevant Police Department, and acting under this agreement in the City of Racine or Village of Sturtevant shall be subject to such immunities from liability or limitations on liability to the same extent as if the officer were an officer of the police department where official duties are occurring.

8. Liability: Subject to the exceptions set forth in section 66.0313, Wis. Stats., any law enforcement officer that is employed by the Racine or Sturtevant Police Department and acting under this agreement in the City of Racine or Village of Sturtevant shall be considered an employee of their police department regardless of the supervision or control of the officer's actions while within another jurisdiction.

9. **Operational Procedures:** The following operational procedures shall be used in connection with the activities pursuant to this Agreement:

a. **Supervision:** When responding to requests for assistance the responding officers shall be under the operational control of the requesting agencies supervisor or in the absence of a supervisor, the most senior full-time officer on duty.

b. **Reports:** Incident and/or supplement reports shall be required whenever:

- Emergency assistance is provided
- An arrest is made
- Accidents occur (motor vehicle, personal injury and/or property damage)
- Use of force techniques or applications are used

c. **Staffing Requirements:** All officers that may be assigned tasks pursuant to this agreement shall be sworn law enforcement officers of their respective law enforcement agencies. All officers acting pursuant to this agreement shall adhere to all laws of the State of Wisconsin and the United States of America. All officers shall comply with their respective agency policies/procedures.

d. **Communications:** Pursuant to the provisions of this agreement, radio communications shall be established between the participating agencies. Whenever possible, communications should be established on frequencies that are accessible to the participating officers. These frequencies may include but are not limited to:

- RAPD 5 (Channel 5) frequency
- MCS 9 (Channel 9) frequency
- WISPERN/VLAW31
- RAPD 6 and 7

10. **Misconduct/Disciplinary Procedures:** In the event that an agency receives a complaint alleging that a law enforcement officer from Racine or Sturtevant police department acting under authority of this agreement engages in misconduct, the following procedure shall be used:

a. The agency that receives or initiates a complaint shall immediately notify the officer's employing agency of the allegations of the complaint.

b. If the complaint alleges conduct of a criminal nature, a criminal investigation may be requested by the agency having territorial jurisdiction. The parties may agree to have an outside agency conduct the investigation.

c. If the complaint alleges that the law enforcement officer committed a violation of policy or procedure, the officer's employing agency shall conduct an investigation.

11. **Termination and Modification of Agreement:** Any party to this agreement may terminate or modify this Agreement by giving the other parties 30 days written notice of that party's intent to terminate or modify the contract. The notice shall state the effective date of termination or modification and shall be mailed to the other party at least 30 days prior to the date of termination. No modification shall be effective unless the modification is made in writing, and signed by all parties, with the same formality as the mutual agreement.

12. **Request for Assistance:** The following shall be procedure for requesting emergency assistance, specialty unit responses, and large-scale operations:

a. **Requesting Emergency Assistance:** Requests for emergency assistance are required to be authorized by an agency supervisor or in the absence of a supervisor, the most senior full-time officer on duty, pursuant to the policies/procedures of the requesting agency. Such requests shall be routed through the Racine County Communications Center for immediate processing and approval pursuant to the policies/procedures of the agency.

b. **Large Scale Operations:** Whenever time permits, requests for mutual assistance for a large scale incident, operation or event shall be made in writing. These requests should be forwarded to the Chief of the providing agency.

12. Insurance Coverage: Upon execution of this Agreement, the parties shall exchange evidence of their insurance coverage against claims of liability brought by third parties against one or both of the parties. The respective amounts of coverage shall be the same or similar and each party must agree to the insurance coverage of the other. Each party will name the other as an additional insured and all policies of insurance will be kept in full force and effect so long as this Agreement is in effect.

This agreement shall be in effective as of the last date of execution by the person's below.

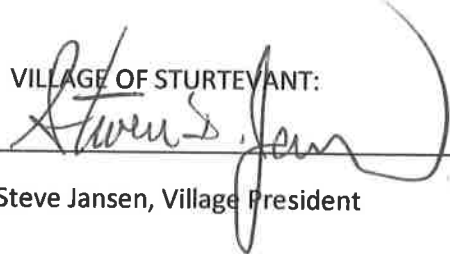
Dated this \_\_\_\_ day of \_\_\_\_\_, 2016

CITY OF RACINE:

\_\_\_\_\_

John Dickert, Mayor

VILLAGE OF STURTEVANT:

  
\_\_\_\_\_

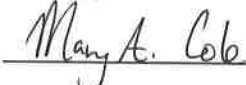
Steve Jansen, Village President

Attest:

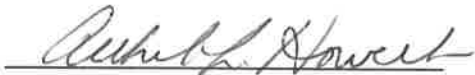
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Janice Johnson Martin, City Clerk

Attest:

  
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Mary Cole, Village Administrator/Clerk

  
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Arthel Howell, Chief of Police

  
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Sean M. Marschke, Chief of Police