

UW Whitewater Police



Legal Authority

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1.2.1

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Special Instructions:
CALEA 1.2.1

Approved By:
Chief Kiederlen

Effective Date:
8/17/2022

Revised Date:
New

Revision number:

I. Purpose

The purpose of this General Order is to describe legal authority and responsibilities for sworn personnel of the UW-Whitewater Police Department as the scope and limits of law enforcement authority are defined by the U.S. Constitution, the Wisconsin State Constitution, and the Wisconsin State Statutes.

II. Policy

It is the policy of the UW-Whitewater Police Department (UWWPD) that all sworn personnel will act within their legal authority and responsibilities as it pertains to the enforcement of laws, statutes, ordinances and arrests.

III. Procedure

A. Legally Mandated Authority of Sworn Personnel

1. Wisconsin Statute 36.11(2)(b) grants the Board of Regents of the University of Wisconsin System authority to employ police chiefs and police officers at system institutions.
 - a. These police shall be deemed peace officers under Wisconsin Statute 939.22(22), meaning “any person vested by law with a duty to maintain public order or to make arrests for crime, whether that duty extends to all crimes or is limited to specific crimes”.
 - b. Under 36.11(2)(b) statute, these peace officers shall meet the minimum standards established for police officers by the law enforcement standards board.
2. Authority and Responsibilities shall include:
 - a. Authority: As provided by Wisconsin Statute 968.07(1), UWWPD police officers have full arrest authority. This statute permits a law enforcement officer to make an arrest when:
 - i. The law enforcement officer has a warrant commanding that such a person be arrested; or
 - ii. The law enforcement officer believes, on reasonable grounds, that a warrant for the person’s arrest has been issued in this state; or

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- iii. The law enforcement officer believes, on reasonable grounds, that a felony warrant has been issued in this state; or
 - iv. There are reasonable grounds to believe that the person is committing or has committed a crime.
 - b. Responsibilities: As provided by Wisconsin Statute 36.11(2)(b), UWWPD sworn officers shall preserve the peace on all university property and enforce all rules promulgated and all other laws, and for that purpose the Chancellor or the Chancellor's designee may call for aid from such other persons as deemed necessary.
 - c. UWWPD currently has a Memorandum of Understanding (MOU) with the City of Whitewater Police Department (WPD) to assist with providing police services within the city of Whitewater. See Appendix A.
- 3. Authority and Responsibilities While Off-Duty
 - a. UW-Whitewater police officers have the same authority off duty as they have on duty, while within jurisdictional limits or while exercising the statutory authority afforded under Wisconsin Statutes 66.0313, 175.40(2), or 175.40(4).
 - b. UW-Whitewater police officers who are off duty, outside of the jurisdictional limits, and not engaged in police action authorized under Wisconsin Statutes 66.0313, 175.40(2), or 175.40(4) are authorized to act under the authority granted by Wisconsin Statute 175.40(6m)(a), to include making an arrest and providing aid or assistance anywhere in the state of Wisconsin if the following conditions are met:
 - i. The officer is responding to an emergency situation that poses a significant threat to life or bodily harm.
 - ii. If circumstances compel intervention, the officer should take action only after considering the tactical situation with regard to their own safety and the safety of others. The officer shall notify the appropriate jurisdiction at the earliest opportunity.
 - c. Responses made by off-duty officers while out of uniform to an armed threat are generally discouraged as officers are without adequate backup, have inadequate identification, body armor, and communications, which could make the response very dangerous. UWWPD discourages off-duty personnel from becoming involved in armed confrontations in most circumstance and instead encourage officers to be good witness to assist on duty personnel responding to the incident.
 - d. The officer should provide a statement and cooperate in the investigation by the law enforcement agency with primary jurisdiction. If an arrest is made, then the arrestee shall be turned over to the primary law enforcement agency for disposition.
 - e. For the purposes of civil and criminal liability, an off-duty police officer acting under this policy is acting in an official capacity and within the scope

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of their employment for workers compensation purposes. Personnel taking action under this policy should immediately notify a supervisor unless unable to, due to injury or other extenuating circumstances.

- f. Personnel taking action under this policy should immediately notify a supervisor unless unable to, due to injury or other extenuating circumstances.
 - g. Nothing in this section should be construed in a manner that compels an officer to respond to a situation while off duty and outside of the jurisdiction of the agency.
- B. Categories of Sworn Personnel employed by UWWPD include full-time and part-time.
- a. There are no differences in training for full-time and part-time sworn personnel, without regard to clear job descriptions, limitation and training linked to functional duties and responsibilities.
 - b. There are no differences in arrest authority for full-time and part-time sworn personnel.

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Appendix A. Concurrent Jurisdiction MOU

CONCURRENT JURISDICTION LAW ENFORCEMENT AGREEMENT

This Agreement, made and entered into by the **CITY OF WHITEWATER**, a municipal corporation, the **CITY OF WHITEWATER POLICE DEPARTMENT** ("Whitewater Police Department"), the **UNIVERSITY OF WISCONSIN-WHITWATER** ("University"), a State-owned University of the Board of Regents of the University of Wisconsin System, and the **UNIVERSITY OF WHITEWATER POLICE DEPARTMENT** ("UW-Whitewater Police Department").

RECITALS

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 the UW-Whitewater Police Department may be limited and that such limitation is detrimental in combating crime and reducing disorder within and adjacent to certain properties under the control of the University; and

WHEREAS, the undersigned public law enforcement agencies recognize that such limitation may be most effectively mitigated by the pooling of their resources in the joint exercise of their authority; and

WHEREAS, the Whitewater Police Department and the UW-Whitewater Police Department are Wisconsin law enforcement agencies located within close proximity to each other and share overlapping jurisdictions; and

WHEREAS, in the absence of this Agreement the efforts of the Whitewater Police Department and UW-Whitewater Police Department to combat crime and reduce disorder may be hampered by jurisdictional limitations inherent to the University.

NOW THEREFORE, the City of Whitewater, the Whitewater Police Department, the University, and the UW-Whitewater Police Department hereby agree as follows:

1. **Authority:** The parties enter into this Agreement in accordance with the authority vested in them by Wis. Stat. §§ 36.11(2), 66.0313, 165.83(1)(b), 939.22(22) and Chapters UWS18 and UWS21 of the University of Wisconsin System, Wisconsin Administrative Code.
2. **Purpose:** The purpose of this Agreement is to establish the jurisdictional authority and operational guidelines for the participating agencies.
3. **Police Powers granted to the UW-Whitewater Police Department:** Subject to the notification requirements set forth below in paragraph 4. below, University police

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officers shall have all police powers and authority, including power to arrest, execution of search and arrest warrants and any other powers granted to law enforcement officers under Wisconsin Statutes within the City of Whitewater corporate limits (the "Expanded Jurisdiction"). Use of this authority shall be focused on the portions of the City of Whitewater closest to the University campus and to that end, along with furthering student, faculty, staff and community safety and welfare, best utilization of limited resources, and to coordinate law enforcement responses, the Parties hereby agree as follows:

- a. University police officers shall be the primary responders to calls for service on property and in buildings, or portions thereof, owned, leased, operated, utilized by rental or use agreement, or otherwise controlled by the University, or by any other party for the benefit of or on behalf of the University; and
- b. University police officers may be dispatched to calls for service in neighborhoods containing a high density of students, including but not limited to Main Street, Walton Drive, Prince Street, Prairie Street, Whiton Street, Tratt Street, Florence Street and the Historic Starin Park Neighborhood; and
- c. University police officers shall, upon request of a command-level officer of the Whitewater Police Department, attend scheduled neighborhood meetings in high-density student housing neighborhoods; and
- d. University police officers may conduct traffic stops while in the Expanded Jurisdiction, as may be necessary for public safety reasons.
- e. University police officers shall not issue citations for City of Whitewater ordinance violations.
- f. University police officers may make arrests for a misdemeanor or felony offense while in the Expanded Jurisdiction, as may be necessary for public safety reasons.
- g. Occurrences in the Expanded Jurisdiction that result in major case investigations shall be communicated to and the Whitewater Police Department shall be considered the primary investigating authority. This does not preclude an agreement that the University Police Department shall be the lead agency in a joint investigation.

In addition, the participating agencies may conduct other official business or provide emergency assistance as requested by the home agency. This agreement does not interfere with the arrest authority vested to law enforcement officers in fresh pursuit within the meaning of Wis. Stat. § 175.40(2).

4. **Notification:** The UW-Whitewater Police Department shall notify the Whitewater Police Department if the UW-Whitewater Police Department does any of the following while acting under authority granted by this Agreement:

- a. Conducts follow-up investigations;

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- b. Issues citations;
- c. Make arrests; or
- d. Conducts training.

- Section 4 is a procedure to facilitate communication and deconfliction. Failure to make notifications does not limit or void or hinder authority agreed to or conferred by this Agreement or Wisconsin Statutes.

5. **Term:** This Agreement may be reviewed and revised as necessary by each law enforcement agency, with affirmation of review and revision acknowledged by the chiefs of each law enforcement agency in writing. Such review and revision shall also occur whenever new or interim chiefs of either law enforcement agency are named, within 60 days of the installation of the new or interim chief. Notice of termination shall be given in accordance with paragraph 10 below.

6. **Waiver of Reimbursement:** The parties hereto waive the provisions of Wis. Stat. § 66.0513(2), as to Requests for Assistance under this Agreement. University police officers acting under this Agreement shall continue to be covered by the University 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. **Maintenance of Staffing Levels:** The UW-Whitewater Police Department shall, at all times this Agreement is in effect, maintain staffing levels so as to be able to respond to and fulfill all obligations of this Agreement.

8. **Liability:** The University, as a unit within an agency of the State of Wisconsin, provides liability coverage for its University police officers consistent with Wis. Stat. § 895.46(1). The University's police officers who act under this Agreement are agents and employees, respectively, of the State of Wisconsin and, while participating in such activities, are acting within the scope of their agency or employment regardless of the supervision control of the officer's actions while within or traveling to the Whitewater Police Department's jurisdiction. The liability coverage provided by the State of Wisconsin under Wis. Stat. § 895.46(1) is self-funded and continuous.

9. **Misconduct/Disciplinary Procedures:** In the event that the Whitewater Police Department receives a complaint alleging that a law enforcement officer from the UW-Whitewater Police Department, while acting in or related to Expanded Jurisdiction under authority of this Agreement, engages in misconduct, the following procedure shall be used:

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- a. The Whitewater Police Department shall immediately notify the UW-Whitewater Police Department 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 UW-Whitewater Police Department shall bear responsibility for conducting an investigation.

10. **Termination and Modification of Agreement:** Any party may terminate or modify this Agreement by giving the other parties 60 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 parties at least 60 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 this Agreement. Notice shall be provided to the parties at the addresses provided herein:

City of Whitewater and Whitewater Police Department:

City of Whitewater
City Clerk
312 W. Whitewater Street
Whitewater, WI 53190

University and UW-Whitewater Police Department:

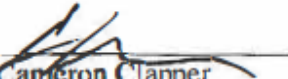
UW-Whitewater Police Department
Goodhue Hall
734 West Starin Road
Whitewater, WI 53190

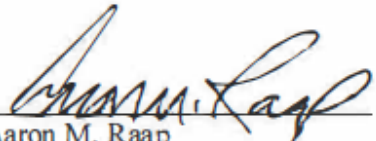
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Dated this 5th day of MAY, 2021.

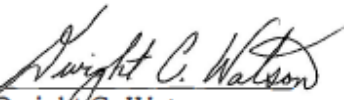
CITY OF WHITEWATER

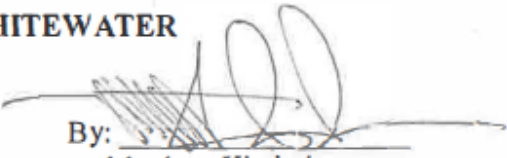
By: 
Cameron Clapper
City Manager, City of Whitewater

By: 
Aaron M. Raap
Chief of Police, City of Whitewater

By: 
Michele Smith
City Clerk, City of Whitewater

UNIVERSITY OF WISCONSIN-WHITWATER

By: 
Dwight C. Watson
Chancellor, UW-Whitewater

By: 
Matthew Kiederien
Chief of Police, UW-Whitewater