

UW Whitewater Police



Agency Jurisdiction and Mutual Aid

Number: 2.1.1	No. Pages: 8
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Special Instructions:			
Approved By: Chief Kiederlen	Effective Date: 10/22/2003	Revised Date: 8/9/2022	Revision number: 3

I. Purpose

The purpose of this General Order is to establish the jurisdiction of the UW-Whitewater Police Department, concurrent jurisdictions and procedures for requesting and responding to requests for mutual aid.

II. Definitions

University Lands: All real property owned by, leased by, or otherwise subject to the control of the Board of Regents (UWS 18.02[07].”

Board of Regents: The Board of Regents of the University of Wisconsin System (UWS 18.02[01]).

III. Policy

Police officers shall have jurisdiction on all university lands subject to the control of the board of Regents of the University of Wisconsin system (UWS 18.01, 18.03, 18.04, 36.11).

IV. Procedure

- A. UW-Whitewater will be the primary responding agency to any calls for service on university lands on the main campus. At the Rock County Campus, UW-Whitewater Police Department has officers on duty during normal business hours or when known events are taking place. Outside of those hours or when no UW-Whitewater officer is on duty, the Rock County Sheriff’s Office will be the primary responding agency. However, UW-Whitewater will assist with any calls needing further follow up at this campus.
- B. Concurrent Jurisdiction (2.1.2)
While it is understood that police officers have the authority to take enforcement action on state highways and city streets not owned by the Board of Regents, it is further understood that the City of Whitewater Police Department shall be the primary responding law enforcement agency for all calls for police service (i.e. traffic accidents) on said highways or streets near the main campus. At the Rock County Campus, the City of Janesville Police Department or the Rock County Sheriff’s Office shall be the primary responding law enforcement agency.

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- C. UW-Whitewater Police Department and the City of Whitewater Police Department currently have a Memo of Understanding for concurrent jurisdiction in the City of Whitewater limits, see Attachment A.
- D. Mutual Aid (2.1.3)
 - 1. Police officers shall have the authority to enforce State laws and City of Whitewater ordinances and/or provide aid or assist the City of Whitewater Police Department when off jurisdiction in accordance with a “Mutual Aid Pact” authorized by Wis. Stat §66.0313 and signed by representatives of the City and University.
 - 2. Police officers shall respond to an expressed request for assistance from the City of Whitewater Police Department unless such response will materially impair the delivery of law enforcement services to the University. It is understood that a request may come when:
 - a. Crimes or incidents occur where normally assigned resources are inadequate;
 - b. During periods when unforeseen demands for police service cannot be met; or
 - c. For the purpose of investigative activities.
 - 3. Police officers may respond to an expressed request for assistance from any police officer or dispatcher within the city limits of Whitewater. Response for assistance which requires travel a significant distance outside of the City of Whitewater or would take officers away from the university for a significant amount of time must be approved by a Supervisor. If the situation is an extreme emergency approval may be sought while in route to assist. Additionally, if every reasonable effort has been made to contact a Supervisor and no response is received, approval of the request for assistance is presumed to be given. The presumption does not grant allowance for the illegal, unethical or inappropriate actions of any responding officer or negate disciplinary action, up to and including termination, being taken for those actions. If possible, at least one officer should be left to cover the Whitewater Campus.
 - a. Since officers at the Rock County Campus usually work alone without a supervisor present, they may still respond to mutual aid requests for other law enforcement agencies in the area requesting immediate assistance.
 - b. Unless exigent circumstances, these requests should be limited to the immediate area of the Rock County Campus neighborhood.
 - c. If officers are going to be off campus for a significant amount of time they should contact an on-duty or on-call supervisor.
 - 4. It is further understood that during the normal course of their assigned duties police officers routinely travel outside their jurisdictional limits. When operating in those areas police officers may observe crimes or traffic violations in progress. When this occurs police officers shall only intervene if:
 - a. The act involves the immediate threat of bodily harm to an individual; or
 - b. The act involves the immediate threat of property damage; or

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- c. They are authorized to act by a member of the appropriate jurisdiction.
- 5. When off-jurisdiction intervention is necessary police officers shall turn the investigation over to the appropriate jurisdiction's officers upon their arrival and assist in any way requested.
- E. Requesting State or Federal Assistance (2.1.4)
 - 1. In the event federal law enforcement assistance is required, the Chief, or designee, may request a response be initiated through Dispatch. Dispatch will maintain a current list of all federal law enforcement agencies and their telephone numbers.
 - 2. Natural and man-made disasters and civil disturbances are types of emergencies that may require the assistance of the Wisconsin National Guard. The Chief, or designee, shall, if possible, consult with the Chancellor or his designee before making a request for assistance from the National Guard.

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Attachment 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-WHITEWATER** ("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:

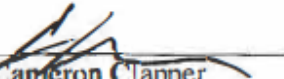
UW-Whitewater Police Department
Goodhue Hall
734 West Starin Road
Whitewater, WI 53190

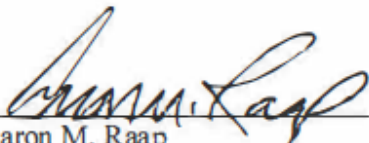
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Dated this 5th day of MAY, 2021.

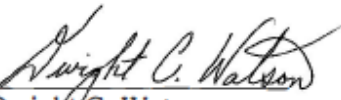
CITY OF WHITEWATER

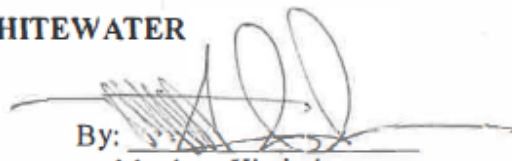
By: 
Cameron Clapper
City Manager, City of Whitewater

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

By: 
Michele Smith
City Clerk, City of Whitewater

UNIVERSITY OF WISCONSIN-WHITTEWATER

By: 
Dwight C. Watson
Chancellor, UW-Whitewater

By: 
Matthew Kiederlen
Chief of Police, UW-Whitewater