

**RESOLUTION NO. 2025-059  
VILLAGE OF CALEDONIA**

**A RESOLUTION AUTHORIZING THE VILLAGE OF CALEDONIA TO ENTER  
INTO AN AGREEMENT FOR MUTUAL AID BETWEEN THE VILLAGE OF  
CALEDONIA, THE VILLAGE OF STURTEVANT, THE VILLAGE OF MOUNT  
PLEASANT, AND THEIR RESPECTIVE POLICE DEPARTMENTS**

The Village Board of the Village of Caledonia, Racine County, Wisconsin do resolve as follows:

**WHEREAS**, Wis. Stats. §66.0301 and §66.0313 sets forth procedures whereby municipalities may provide for intergovernmental cooperation for purposes of furthering the public interests of each community; and,

**WHEREAS**, the Sturtevant Police Department, Mount Pleasant Police Department and Caledonia Police Department are Wisconsin law enforcement agencies located in adjacent municipalities; and,

**WHEREAS**, each Village's police departments are charged with the duty of enforcing the law and protecting their citizens from illegal activity; and,

**WHEREAS**, the police departments 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 police departments 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 police departments 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**, in the absence of this agreement, the efforts of the Sturtevant Police Department, Mount Pleasant Police Department and the Caledonia Police Department to combat crime within the respective Jurisdictions, are occasionally hampered by jurisdictional limitations inherent in the separate sovereignty of the Village of Sturtevant, Village of Mount Pleasant and Village of Caledonia; and,

**WHEREAS**, the Villages desire to enter into the Agreement attached hereto as **Exhibit A** to further the public interests and objectives of all three Villages and to provide for cooperation that is beneficial to citizens in both communities;

**NOW, THEREFORE, BE IT HEREBY RESOLVED THAT** the President, Clerk and Chief of Police are authorized and directed to execute the attached Agreement between the Villages of Caledonia, Mount Pleasant and Sturtevant and their respective police departments.

**BE IT FURTHER RESOLVED THAT** all Village officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance of the agreement.

Adopted by the Village Board of the Village of Caledonia, Racine County, Wisconsin this 12 day of August, 2025.

**VILLAGE OF CALEDONIA**

By: Thomas Weatherston  
Thomas Weatherston  
Village President

Attest: Jennifer Bass  
Jennifer Bass  
Village Clerk

770272.001(651) (7-31-25)

## **An Agreement for Mutual Aid Police Services**

### Agreement

This Agreement made and entered into by the VILLAGE OF STURTEVANT, a municipal corporation, VILLAGE OF STURTEVANT POLICE DEPARTMENT, ("Sturtevant Police Department"), VILLAGE OF MOUNT PLEASANT, a municipal corporation, VILLAGE OF MOUNT PLEASANT POLICE DEPARTMENT, ("Mount Pleasant Police Department"), VILLAGE OF CALEDONIA, a municipal corporation, and VILLAGE OF CALEDONIA POLICE DEPARTMENT, ("Caledonia Police Department") (the "Agreement").

### 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 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 Sturtevant Police Department, Mount Pleasant Police Department and Caledonia Police Department are Wisconsin law enforcement agencies located in adjacent municipalities; and,

**WHEREAS**, in the absence of this Agreement, the efforts of the Sturtevant Police Department, Mount Pleasant Police Department and the Caledonia Police Department to combat crime within the respective jurisdictions, are occasionally hampered by jurisdictional limitations inherent in the separate sovereignty of the Village of Sturtevant, Village of Mount Pleasant and Village of Caledonia.

**NOW THEREFORE**, the Villages of Sturtevant, Mount Pleasant and Caledonia and their Police Department's hereby agree as follows:

#### 1. Definitions:

- a. Member Agency or Member: law enforcement agency and officers subject to this A.
- b. Requesting Agency: Law enforcement agency subject to this Agreement requesting mutual aid.
- c. Responding Agency: Law enforcement agency subject to this Agreement that provides officers, employees, or assistance to a mutual aid request by a Requesting Agency.
- d. Responding Officer: law enforcement officer, employee, volunteer, or individual subject to this Agreement that is responding to a mutual aid request by a Member Agency.



2. 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. The following statutory rights and responsibilities shall apply, except as modified in this Agreement.
  - a. Wisconsin Statutes, Sec. 895.35: Expenses in Actions against Municipal and Other Officers.
  - b. Wisconsin Statutes, Sec. 895.46: State and Political Subdivisions thereof to pay Judgments taken against Officers.
3. Purpose: The purpose of the Agreement is to establish the jurisdictional authority and operational guidelines for the participating Member Agencies.
4. Arrest Powers: Subject to the notification requirements set forth below in section (4), arrest powers are as follows: The law enforcement officers of the Sturtevant, Mount Pleasant, and Caledonia 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 Villages of Sturtevant, Mount Pleasant and Caledonia. This grant of authority allows law enforcement from a Member Agency to this A that is within a member adjoining municipal territory a Member Agency to enforce the laws of the State of Wisconsin, violations of regulations for the municipal territory the officer is presently within pursuant to this Agreement, or violations of the home municipal regulations provided that violation originated in the officer's 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. Make prisoner transports
- e. Serve as members of and support specialized multi-jurisdictional teams
- f. Conduct other official business

It is understood that persons arrested by a Member Agency 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.

5. 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, no Member Agency shall make an arrest within the borders of another Member 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 six and eleven of the Agreement.

6. 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 12 below. This Agreement supersedes the agreement between the Village of Sturtevant, the Village of Mount Pleasant and the Village of Caledonia dated June of 2015. Section 9 of this Agreement shall survive termination or expiration of this Agreement for all mutual aid provided by Member Agencies from the date of acceptance of this Agreement. For the avoidance of doubt, the survival of Section 9 is intended to address the potential for claims after this Agreement is terminated but is not intended to extend any applicable statute of limitations on claims that may apply.
7. Benefits: The parties hereto waive the provisions of section 66.0513(2) Wis. Statutes, as to Requests for Assistance under this Agreement. Law enforcement officers of each Member 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.
8. Immunities: Any law enforcement officer that is employed by the Sturtevant, Mount Pleasant or Caledonia Police Department, and acting under this Agreement in the Villages of Sturtevant, Mount Pleasant or Caledonia 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.
9. Indemnification and Hold Harmless:
  - a. The Requesting Agency agrees to protect, defend, indemnify, and hold harmless the Responding Officers and/or Responding Agency, its officials, officers, employees, agents, authorized representatives, and volunteers, from and against any and all claims, demands, damages, costs, and liabilities of any kind including but not limited to attorney's fees and litigations costs, directly or indirectly arising from Responding Agency's aid or assistance stemming from this Agreement. The Requesting Agency shall not be required to defend and indemnify the Responding Agency for any willful or wanton misconduct of the Responding Agency, officers, employees, agents, authorized representatives, or volunteers, or if it is determined that a Responding Officer was acting outside the scope of their employment pursuant to Wis. Stat. § 895.46(1)(a). The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.
  - b. The Requesting Agency, and its insurers, shall under no circumstances be required to pay on behalf of itself or any other parties in excess of limits of liability established in Wis. Stat. § 893.80(3) in indemnity, contribution or otherwise, nor any other defenses or



limitations allowed by law including those under Wis. Stats. §§895.52 and 345.05, or any other statutory provision.

c. Exclusions to Indemnification and Hold Harmless:

- i. Equipment Damage: Each Member Agency shall be responsible for damages or loss to its own equipment. Each Member Agency waives the right to sue any other Member Agency for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of other Member Agency or its officers, employees, or volunteers.
- ii. Worker's Compensation: Each Member Agency shall be responsible for injuries or death of its own personnel. Each Member Agency will maintain workers compensation insurance covering its personnel while they provide assistance pursuant to this Agreement. Each Member Agency waives the right to sue another Member Agency for any workers compensation claim or benefits paid to its own personnel while they are providing assistance pursuant to this Agreement. Each Member Agency also waives the right to sue another Member Agency for any workers' compensation benefits paid to its own employee or volunteer or dependents, even if the injuries were caused wholly or partially by the negligence of another Member Agency's officer, employee, or volunteer.

10. 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 agency's supervisor or in the absence of a supervisor, the most senior full-time officer on duty in the requesting agency's jurisdiction.
- 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
  - The officer is requested to provide an incident or supplemental report by the subject agency.
- 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:

- MCS 9 (Channel 9) frequency
- MCS 10 (Channel 10) frequency
- WISPERN

11. Misconduct/Disciplinary Procedures: In the event that a Member Agency receives a complaint alleging that a law enforcement officer from Sturtevant, Mount Pleasant or Caledonia 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.
  
12. Termination and Modification of Agreement: Any Member Agency 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 Agreement. 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 this Agreement.
  
13. Request for Assistance: The following shall be the procedure for requesting emergency assistance and large-scale operations:
  - a. Requesting Emergency Assistance: Requests for emergency assistance are required to be authorized by a Member Agency supervisor, 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.
  
14. 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 a combination 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 by specific endorsement and all policies of insurance will be kept in full force and effect so long as this Agreement is in effect.

**(SIGNATURES ON FOLLOWING PAGES)**

This Agreement shall be effective as of the last date of execution by the persons below.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

**VILLAGE OF MOUNT PLEASANT**

By: \_\_\_\_\_

David DeGroot

**Village President**

Attest: \_\_\_\_\_

Jill Firkus

**Village Clerk**

**VILLAGE OF MOUNT PLEASANT POLICE DEPARTMENT**

By: \_\_\_\_\_

Robert Botsch

**Chief of Police**



Dated this 12 day of August, 2025.

**VILLAGE OF CALEDONIA**

By: Thomas Weatherston Attest: Jennifer Bass  
Thomas Weatherston Jennifer Bass  
Village President Village Clerk

**VILLAGE OF CALEDONIA POLICE DEPARTMENT**

By: Christopher M. Botsch  
Christopher M. Botsch  
Chief of Police

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

**VILLAGE OF STURTEVANT**

By: \_\_\_\_\_

Stuart Ten Cate

**Village President**

Attest: \_\_\_\_\_

Cheryl Zamecnik

**Village Clerk**

**VILLAGE OF STURTEVANT POLICE DEPARTMENT**

By: \_\_\_\_\_

\_\_\_\_\_

**Chief of Police**