


KENOSHA COUNTY

BOARD OF SUPERVISORS

RESOLUTION NO.

Subject: Resolution In Support Of the Intergovernmental Mutual Aid Agreement for Transportation of Chapter 51 Detainees by Wisconsin Law Enforcement from Wisconsin to Lake Behavioral Hospital in Illinois.	
Original <input type="checkbox"/> Corrected <input type="checkbox"/> 2nd Correction <input type="checkbox"/> Resubmitted <input type="checkbox"/>	
Date Submitted: March 7, 2023	Date Resubmitted:
Submitted By: Kenosha County Sheriff's Department	
Fiscal Note Attached <input type="checkbox"/>	Legal Note Attached <input type="checkbox"/>
Prepared By: Jennifer A. Phan, Senior Assistant Corporation Counsel	Signature: 

WHEREAS, Kenosha County has entered into a contractual relationship with Lake Behavioral Hospital, located in Waukegan, Illinois, to provide mental health care and treatment to its residents pursuant to Chapter 51 of the Wisconsin Statutes; and

WHEREAS, in the absence of this Intergovernmental Mutual Aid Agreement (the "Agreement"), the ability of the Wisconsin Law Enforcement Agencies to transport and provide involuntary mental health care and treatment to its residents at Lake Behavioral Hospital is limited and hampered by jurisdictional limitations; and

WHEREAS, the intent of this Agreement is to set forth the terms and conditions of a mutual aid agreement between the Law Enforcement Agencies to support and assist each other and their respective roles regarding the transport of persons for involuntary mental health commitments from Kenosha County to Lake Behavioral Hospital in Illinois for treatment.

NOW, THEREFORE, BE IT RESOLVED, that the Kenosha County Board of Supervisors hereby supports this Agreement and the ability of Kenosha County Sheriff's Department to transport Chapter 51 detainees to Lake Behavior Hospital in Illinois for purposes of treatment; and

BE IT FURTHER RESOLVED, by the Kenosha County Board of Supervisors, that the County Executive and the Kenosha County Sheriff, or his or her lawful designee, is authorized to execute this Agreement and any other document necessary to carry out the

intent of this resolution under Wisconsin Statute § 175.46,
Wisconsin Statutes § §66.0301, 66.0303, and § 51.75 (11).

Dated at Kenosha County, Wisconsin, this ___ day of March, 2023.

Submitted By:

Judiciary and Law Committee

	<u>Aye</u>	<u>No</u>	<u>Abstain</u>
<u>Zach Rodriguez, Chairman</u>	___	___	___
<u>Brian Bashaw, Vice Chair</u>	___	___	___
<u>Erin Decker</u>	___	___	___
<u>Mark Nordigian</u>	___	___	___
<u>Laura Belsky</u>	___	___	___
<u>John Franco</u>	___	___	___
<u>Jeff Wamboldt</u>	___	___	___

**INTERGOVERNMENTAL MUTUAL AID AGREEMENT
REGARDING THE TRANSPORTATION OF DETAINEES BY WISCONSIN LAW
ENFORCEMENT AGENCIES FROM WISCONSIN TO THE LAKE BEHAVIORAL
HOSPITAL IN ILLINOIS**

The Intergovernmental Cooperation aspects of this Agreement are made by and between:

- the City of Waukegan, an Illinois home rule municipal corporation;
- the County of Lake, an Illinois county;
- the Village of Winthrop Harbor, an Illinois municipal corporation;
- the City of Zion, an Illinois municipal corporation;
- the Village of Gurnee, an Illinois municipal corporation;
- Kenosha County, a Wisconsin county;
- the City of Kenosha, a Wisconsin municipality;
- the University of Wisconsin-Parkside,
- the Village of Twin Lakes, a Wisconsin municipality; and
- the Village of Pleasant Prairie, a Wisconsin municipality ,

the Mutual Aid aspects of this Agreement are made by and between:

- the City of Waukegan Police Department,
- the Lake County Sheriff's Department,
- the Winthrop Harbor Police Department,
- the Zion Police Department, and
- the Gurnee Police Department,
- the Kenosha Sheriff's Department
- the City of Kenosha Police Department
- the Village of Pleasant Prairie
- the Village of Twin Lakes
- the Village of Twin Lakes Police Department, and
- the University of Wisconsin Parkside Police Department;

(individually, a "**Party**", and collectively, the "**Parties**") pursuant to Wisconsin Statute § 175.46, and Wisconsin Statutes § 566.0301, 66.0303, and § 51.75 (11); and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* ("**Illinois Intergovernmental Cooperation Act**").

WHEREAS, pursuant to Wis. Stat. § 175.46 (2)(b), a Wisconsin law enforcement agency may enter into a mutual aid agreement with a law enforcement agency from a physically adjacent state authorizing Wisconsin law enforcement officers of the Wisconsin law enforcement agency to act with some or all of the arrest and other police authority of a law enforcement officer of the law enforcement agency of the physically adjacent state while within that agency's territorial jurisdiction and within a border county. See also, Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act, Interstate Mutual Emergency Aid

Act (5 ILCS 235), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/7- 101 et seq.) and the Illinois Municipal Code (65 ILCS 5/11-1-2.1); and

WHEREAS, Kenosha County, Wisconsin (“*Kenosha County*”) is recognized as a “border county” of a “physically adjacent state” as defined by Wisconsin Statute § 175.46(1)(a) and (d) and the Kenosha Sheriff’s Department, the City of Kenosha Police Department, the University of Wisconsin-Parkside Police Department, the Village of Twin Lakes Police Department and the Village of Pleasant Prairie Police Department are “law enforcement agencies” as defined by Wisconsin Statute § 175.46 and Illinois Statute § 50 ILCS 705/2 (collectively with Kenosha County, the “*Wisconsin Law Enforcement Agencies*”); and

WHEREAS, the City of Waukegan Police Department, Lake County Sheriff’s Department, Winthrop Harbor Police Department, the Zion Police Department, and the Gurnee Police Department, are “law enforcement agencies of a physically adjacent state” as defined by Wisconsin Statute § 175.46 and the Illinois Law Enforcement Training Act, 50 ILCS 705/2 (collectively, the “*Illinois Law Enforcement Agencies*”) (collectively, the Wisconsin Law Enforcement Agencies and the Illinois Law Enforcement Agencies are the “*Law Enforcement Agencies*”); and

WHEREAS, the Law Enforcement Agencies are “public agencies” as defined by the Illinois Local Government Cooperation Act; and

WHEREAS, Kenosha County has entered into a contractual relationship with Lake Behavioral Hospital, located in Waukegan, Illinois, to provide mental health care and treatment to its residents pursuant to Chapter 51 of the Wisconsin Statutes; and

WHEREAS, in the absence of this Agreement, the ability of the Wisconsin Law Enforcement Agencies to transport and provide involuntary mental health care and treatment to its residents at Lake Behavioral Hospital is limited and hampered by jurisdictional limitations inherent in the separate sovereignty of the State of Wisconsin and the State of Illinois; and

WHEREAS, the intent of this Agreement is to set forth the terms and conditions of a mutual aid agreement between the Law Enforcement Agencies to support and assist each other and their respective roles regarding the transport of persons for involuntary mental health commitments from Kenosha County to Lake Behavioral Hospital in Illinois for treatment;

NOW, THEREFORE, as authorized in Wisconsin Statute § 175.46, Illinois Statute 5 ILCS 235/10 and the Illinois Intergovernmental Cooperation Act, the Law Enforcement Agencies, agree to provide mutual aid and assistance subject to, and in accordance with, the understandings, commitments, terms and conditions for said aid and assistance as specified in this Agreement as follows:

1. **RECITALS.** The above recitals are incorporated into and made a part of this Agreement as if fully stated in the Agreement.

2. **PURPOSE.** The purpose of this Agreement is to establish the jurisdictional authority and operational guidelines for the Law Enforcement Agencies sufficient to permit the Wisconsin Law Enforcement Agencies to transport individuals from Wisconsin to Lake Behavioral Hospital in Illinois for mental health services.

3. **POWERS AND AUTHORITY GRANTED.**

A. The Illinois Law Enforcement Agencies will act in cooperation with the Wisconsin Law Enforcement Agencies regarding the transportation, detention and transition to treatment of individuals by the Wisconsin Law Enforcement Agencies from Wisconsin to Illinois for patient services regarding involuntary commitments under Wisconsin Chapter 51.

B. The Illinois Law Enforcement Agencies authorize the law enforcement officers of the Wisconsin Law Enforcement Agencies to act with all of the arrest or other police authority of the law enforcement officers with the Illinois Law Enforcement Agencies for the purpose of and during the actual transport of, individuals from Wisconsin to and from Lake Behavioral Hospital for mental health treatment pursuant to Chapter 51 of the Wisconsin Statutes.

C. It is understood and agreed that the Wisconsin Law Enforcement Agencies that take an individual into custody in Wisconsin for purposes of an involuntary commitment under Chapter 51 detention will be responsible for that individual from the time of detainment until custody is transferred to Lake Behavioral Hospital in Waukegan, Illinois. See Wis. Stat. § 51.15 (3). Further, if the individual is in a hospital's emergency department, the Wisconsin Law Enforcement Officer may not transport until a hospital employee or medical staff member treating the individual determines that the transfer is medically appropriate. See Wis. Stat. § 51.15(2)(c). Medical clearance will occur prior to the transport to a psychiatric unit in all cases.

4. **NOTIFICATION.** Wisconsin Law Enforcement Agencies will notify Lake Behavioral Hospital upon commencement of transporting individuals from Wisconsin to and from Lake Behavioral Hospital.

5. **LIMITATIONS.** This Agreement is for the purpose of transport and mental health treatment only and any illegal act occurring outside the jurisdiction of the Wisconsin Law Enforcement Agencies is wholly separate from this Agreement. Jurisdiction and applicable law for any such illegal act will lie with the appropriate authority dependent on those facts.

6. **EMPLOYMENT.** All officers acting under this Agreement will remain and be considered to be employees of their respective Law Enforcement Agencies. A Wisconsin law enforcement officer employed by a Wisconsin Law Enforcement Agencies who is acting within the territory of the Illinois Law Enforcement Agencies pursuant to this Agreement, is considered while so acting to be in the ordinary course of his or her employment with his or her employing Wisconsin law enforcement agency. See Wis. Stat. § 175.46 (2).

7. **POLICIES.** Each Law Enforcement Agency shall follow their own policies and protocols with regard to transportation, detention, and transition of individuals to treatment.

8. **BENEFITS.** Any law enforcement officer from the Wisconsin Law Enforcement Agencies, acting under this Agreement for the purposes of transporting individuals for involuntary commitments under Wisconsin Chapter 51 to Lake Behavioral Hospital, shall continue to be covered by their employing agency for purposes of Worker's Compensation, unemployment insurance, benefits under Chapter 40 of the Wisconsin Statutes and civil liability, including but not limited to the defense and indemnification of employees established by the statutes, law and policies and procedures of the officer's employing agency. See Wis. Stat. § 175.46 (5)(a).

9. **IMMUNITIES.** To the extent permitted by Wisconsin and Illinois law, any Wisconsin law enforcement officer, acting under this Agreement, for the purposes of transport for involuntary commitments under Wisconsin Chapter 51 to Lake Behavioral Hospital, is immune from liability or protected by limits on liability and damages to the same extent as any police officer of the other agency and as provided for by the statutes and laws of Wisconsin and Illinois. See Wis. Stat. §175.46(5)(b), and all other applicable Wisconsin statutory immunities and limitations.

10. **INSURANCE.** Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage and worker's compensation covering its own employees. Proof of insurance shall be promptly provided upon request of any Party.

11. **LIABILITY.** Each Party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, committees, commissions, agencies, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense. In situations involving joint liability, each Party shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, officers, officials, agents, boards, commissions, committees, agencies, and representatives. It is not the intent of the Parties to waive any statutory protections available to any Party or impose liability beyond that imposed by state statutes or common law. Nothing contained within this paragraph or agreement is intended to be a waiver or estoppel of the municipality or its insurer to rely upon the limitations, defenses, and immunities contained within Wisconsin law, including but not limited to those contained with Wisconsin Statutes 893.80, 895.52, and 345.05, and referenced in Wisconsin Statutes Section 175.46(5)(b) or the Illinois Tort Immunity Act, 745 ILCS 10/2-101. To the extent that indemnification is available and enforceable, the municipality or its insurer shall not be liable in indemnity or contribution for an amount greater than the limits of liability for municipal claims established by Wisconsin law.

12. **TERM AND TERMINATION.** This Agreement shall become effective when executed by all of the Parties and will remain in force and effect for a one-year term, which term shall automatically renew for additional one-year renewal terms. Any of the Law Enforcement Agencies can terminate its participation in this Agreement by providing the other participating Law Enforcement Agencies with thirty (30) day written notice of the party's intent to withdraw from the Agreement. The notice shall state the effective date of the withdrawal and shall be mailed to the participating Law Enforcement Agencies at least 30 days prior to the date of withdrawal.

Written notice of withdrawal must be signed by an authorized representative of the respective agency and should be forwarded to the Chief of Police or Sheriffs of all participating Law Enforcement Agencies. Upon receipt of such notice, the remaining Law Enforcement Agencies shall amend this Agreement to remove the Law Enforcement Agency that withdrew from participation.

13. **MODIFICATIONS.** Any alterations, variations, modifications, or waivers of any provision of this Agreement shall be valid only when they have been reduced to writing and signed by authorized representatives of each of the Parties.

14. **SEVERABILITY.** If any provision, covenant, agreement or portion of this Agreement or its application to any person, entity or property is held invalid, such invalidity shall not affect the application or validity of any other provisions, covenants or portions of this Agreement and to that end all provisions, covenants or portions of this Agreement are declared to be severable.

15. **COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

16. **REVIEW OF AGREEMENT.** Pursuant to Wis. Stat. §§ 175.46 and 66.0303(3)(a), this Agreement shall be submitted to the Wisconsin Department of Justice for review and comment at least 30 days prior to the implementation of this Agreement.

This Agreement is approved and executed by:

Signed by: _____

Dated: _____

Printed: _____
City of Waukegan

Signed by: _____

Dated: _____

Printed: _____
Waukegan Police Department

Signed by: _____

Dated: _____

Printed: _____
Lake County

Signed by: _____

Dated: _____

Printed: _____
Lake County Sheriff's Department

Signed by: _____

Dated: _____

Printed: _____
Village of Winthrop Harbor

Signed by: _____

Dated: _____

Printed: _____
Winthrop Harbor Police Department

Signed by: _____

Dated: _____

Printed: _____
City of Zion

Signed by: _____

Dated: _____

Printed: _____
Zion Police Department

Signed by: _____

Dated: _____

Printed: _____
Village of Gurnee

Signed by: _____

Dated: _____

Printed: _____
Gurnee Police Department

Signed by: _____

Dated: _____

Printed: _____
City of Kenosha

Signed by: _____

Dated: _____

Printed: _____
City of Kenosha Police Department

Signed by: _____

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Kenosha County

Signed by: _____

Dated: _____

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Kenosha Sheriff's Department

Signed by: _____

Dated: _____

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Village of Pleasant Prairie

Signed by: _____

Dated: _____

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Village of Pleasant Prairie Police Department

Signed by: _____

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Village of Twin Lakes

Signed by: _____

Dated: _____

Printed: _____
Village of Twin Lakes Police Department

Signed by: _____

Dated: _____

Printed: _____
University of Wisconsin Parkside

Signed by: _____

Dated: _____

Printed: _____
University of Wisconsin Parkside Police Department

Kenosha



County

MEMORANDUM

Communication to Kenosha County Board of Supervisors
(For Informational Purposes Only)

COMMUNICATION TO APPEAR ON COUNTY BOARD MEETING AGENDA: 02/07/2023

SUBJECT: Resolution In Support Of the Intergovernmental Mutual Aid Agreement for Transportation of Chapter 51 Detainees by Wisconsin Law Enforcement from Wisconsin to Lake Behavioral Hospital in Illinois

COMMITTEE: Judiciary and Law

SUBMITTED BY: Jennifer Phan

RESOLUTION TO BE PRESENTED AT Judiciary and Law ***COMMITTEE ON 03/01/2023***

ADDITIONAL INFORMATION (optional):