



Marty Kelly
Goodhue County Sheriff

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Red Wing, MN 55066
Office (651) 267.2600
Dispatch (651) 385.3155

TO: Goodhue County Board of Commissioners
FROM: Sheriff Marty Kelly *MK*
DATE: August 13, 2025
RE: Joint Powers Agreement between Goodhue County Sheriff's Office and Pierce County Sheriff's Office

SUMMARY

The Goodhue County Sheriff's Office is seeking approval to enter into a Joint Powers Agreement with the Pierce County Sheriff's Office. This agreement establishes a formal partnership between the two agencies to enhance law enforcement services across jurisdictional boundaries. The collaboration focuses on improving resource sharing, coordination during cross-border incidents, joint training opportunities, and streamlined communication.

BACKGROUND

Given the close geographic proximity and frequent collaboration between Goodhue and Pierce counties, both sheriff's offices recognize the benefits of a formalized agreement. Historically, our agencies have worked together informally on matters involving emergency response, investigations, and public safety initiatives. This Joint Powers Agreement formalizes that relationship and outlines the operational and legal framework for joint efforts. It aligns with best practices and enhances our ability to respond effectively to incidents impacting both counties.

RECOMMENDATION

Approve the Joint Powers Agreement between the Goodhue County Sheriff's Office and the Pierce County Sheriff's Office.

OFFICE OF THE GOODHUE COUNTY SHERIFF

ADULT DETENTION
CENTER
651.267.2804

CIVIL DIVISION
651.267.2601

RECORDS DIVISION
651-267-2600

EMERGENCY
MANAGEMENT
651.267.2639

EMERGENCY
COMMUNICATIONS
651.385.3155

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**MUTUAL AID/JOINT EXERCISE OF POWERS AGREEMENT
BETWEEN THE PIERCE COUNTY SHERIFF'S OFFICE, WISCONSIN AND
THE GOODHUE COUNTY SHERIFF'S OFFICE, MINNESOTA**

This agreement supersedes any previous agreement between the parties for mutual aid/joint exercise of powers.

WHEREAS, Pierce County Sheriff's Office, Wisconsin and Goodhue County Sheriff's Office Minnesota are recognized as "border counties" of a "Physically adjacent State" as defined by Wisconsin Statutes 175.46(1)(a) and 175.46(1)(d); and

WHEREAS, the Pierce County Sheriff's Office, Wisconsin and the Goodhue County Sheriff's Office, Minnesota are "law enforcement agencies" as defined by Wisconsin Statute 175.46 and Minnesota Statutes 626.84; and

WHEREAS, both law enforcement agencies must manage threats to public health and safety including, but not limited to, natural or made-made disasters; and

WHEREAS, neither of the agencies possesses all of the necessary resources to cope with every possible law enforcement emergency or disaster by itself and an effective and efficient response can be better achieved by the application and leveraging of the collective resources of both agencies; and

WHEREAS, it is desirable that each of the agencies should voluntarily aid and assist the other in the event that an emergency situation occurs to the extent they determine they are reasonably able to do so; and

WHEREAS, it is necessary and desirable that a mutual aid/joint exercise of powers agreement be executed for the performance of such assistance;

THEREFORE, as authorized in Wisconsin Statutes 175.46 and Minnesota Statutes 471.59 and 626.77, that each Pierce County Wisconsin Sheriff's Office and the Goodhue County Minnesota Sheriff's Office do hereby grant peace officer authority to each duly sworn or licensed peace officer of the other law Enforcement agency under the following terms and conditions:

1. When requested by the Pierce County Sheriff's Office, peace officers of the Goodhue County Sheriff's Office may act with all the arrest and peace officer authority of a peace officer of the Pierce County Sheriff's Office while within boundaries of Pierce County.
2. When requested by Goodhue County Sheriff's Office, peace officers of the Pierce County Sheriff's Office may act with all of the arrest and other peace officer authority of a peace officer of the Goodhue County Sheriff's Office while within the boundaries of Goodhue County.

3. Any peace officer acting under this agreement is considered to be acting in the ordinary course of his or her employment with his or her employing agency.
4. Any peace officer acting under this agreement shall continue to be covered by his or her employing agency for the purpose of worker's compensation, unemployment insurance, disability and any other employee benefits, and for civil liability for the defense and indemnification of employees as established by the statutes, law and policies and procedures of the officer's employing agency.
5. Any peace officer acting under this agreement is immune from liability or protected by limits on liability to the same extent as any peace officer of the other agency and as provided for by the statutes and laws of Wisconsin and Minnesota.
6. Pursuant to Wis. Stat. 175.46, no responding officer of the Goodhue County Sheriff's Office acting under this agreement is considered, for liability purposes, an employee or agent of the State of Wisconsin, or any Wisconsin law enforcement agency, for his or her actions within the State of Wisconsin, regardless of the supervision or control of the officer's actions while within the State of Wisconsin.
7. For purposes of Minnesota Municipal Tort Liability Act (Minn. Stat. Ch 466), responding officers of the Pierce County Sheriff's Department are deemed to be employees (as defined in Minn. Stat. 466.01 Subd. 6) of the Goodhue County Sheriff's Office, but only for purposes of addressing liability under this Agreement. The employees of responding party shall not be considered employees of the Goodhue County Sheriff's Office for any other purpose.
8. Each peace officer acting under this agreement will, as soon as reasonably practical notify his or her employing agency that he or she is acting under this agreement and of the officer's presence in the jurisdiction of the other party to this agreement.

This agreement shall be for one year beginning January 1, 2025, regardless of the date of signatures and continuing until January 2, 2026. The term shall automatically renew for up to four (4) additional one (1) year periods, unless with or without cause, one or both of the law enforcement agencies to this agreement declares in writing to the other that the agreement is terminated.

PIERCE COUNTY, WISCONSIN SHERIFF'S OFFICE

By: _____

Chad Koranda
Pierce County Sheriff

Date: _____

7/29/2025

Approved as to form: _____

Bradley D. Lawrence
Pierce County Corporation Counsel

Date: _____

7-29-25

GOODHUE COUNTY, MINNESOTA SHERIFF'S OFFICE

By: _____ Date: _____

Scott Arneson
Goodhue County Administrator

By: _____ Date: _____

Brad Anderson
Goodhue County Board Chair

By:  Date: 8.5.2025

Marty Kelly
Goodhue County Sheriff

Approved as to form:

Stephen F. O'Keefe
Goodhue County Attorney's Office