

**Resolution No. 10-07-13-01**  
**A Resolution Authorizing A Mutual Aid Agreement for**  
**Participation In Suburban Mutual Assistance Response Teams**

**WHEREAS**, the Police Department of the Village of Fontana on Geneva Lake, Walworth County, Wisconsin, and other participating agencies in this agreement are so located that it is to the advantage of each to extend aid to the other with respect to the delivery of law enforcement services; and

**WHEREAS**, it is recognized that the use of the police officers to perform duties outside the territorial limits of the municipality by whom they are employed may be desirable and may be required under certain circumstances to protect and preserve the common health, safety, and welfare; and

**WHEREAS**, the Fontana Police Department and other participating agencies deem mutual aid law enforcement services to be in the best interest of their respective communities; and

**WHEREAS**, authority is granted to enter into the mutual aid agreement pursuant to Wisconsin State Statute Section 66.30;

**NOW THEREFORE, BE IT RESOLVED** the Village of Fontana Board of Trustees authorizes the Village President, Clerk and the Police Chief to execute the agreement, a copy of which is attached to this resolution as Exhibit A.

**BE IT FURTHER RESOLVED** that all Village of Fontana officials and employees are hereby authorized and directed to do and perform all that is necessary to successfully carry out the terms of this resolution.

**BE IT FURTHER RESOLVED**, that this Resolution is to be effective upon adoption.

Approved and Adopted this 7th day of October, 2013.

Village of Fontana on Geneva Lake  
Board of Trustees

By: 

Arvid Petersen, President

Attest: 

Dennis L. Martin, Clerk

**Village of Fontana on Geneva Lake, Walworth County, WI**  
**SUBURBAN MUTUAL ASSISTANCE RESPONSE TEAMS**

The undersigned agencies agree pursuant to Wisconsin Statutes as follows:

Section 1. **PURPOSE OF AGREEMENT**

This agreement is made in recognition of the fact that situations may occur which are beyond the ability of the individual law enforcement agency to deal with effectively in terms of personnel, equipment and available resources. Each agency identified on Appendix 1 expresses its intent to assist the other agencies identified on Appendix 1 by assigning some of its personnel, equipment and available resources is to permit the law enforcement agency of each municipality to more fully safeguard the lives, persons and property of all citizens.

Section 2. **DEFINITIONS**

For the purpose of this agreement, the following terms are defined as follows:

A. **SUBURBAN MUTUAL ASSISTANCE RESPONSE TEAMS**

An organization of Southern Wisconsin law enforcement agencies participating in this mutual aid agreement.

B. **INCIDENT**

An emergency situation that threatens or causes loss of life and property and exceeds the physical and organizational capabilities of a unit of the local government.

C. **AGENCY**

A law enforcement organization recognized by its city, village, or county.

D. **MUTUAL AID**

A definite and prearranged written agreement and plan whereby regular response and assistance is provided in the event of incidents by requesting agencies by the aiding agency in accordance with the police incident assignments as developed by the Police Chiefs/Sheriffs of the participating agencies.

E. **PARTICIPATING AGENCY**

An agency that commits itself to this mutual agreement by adopting an ordinance or resolution authorizing participation in the program with other agencies for rendering and receiving mutual aid in the event of an incident in accordance with the police incident assignments.

F. **REQUESTING AGENCY**

The municipality in which an incident occurs that is of such magnitude that it cannot be adequately handled by the local law enforcement agency.

G. AIDING AGENCY

A municipality furnishing police equipment and personnel to a requesting agency.

H. POLICE INCIDENT ASSIGNMENTS

A predetermined listing of personnel and equipment that will respond to aid a requesting agency.

Section 3. **AGREEMENT TO EFFECTUATE THE MUTUAL AID PLAN**

The [municipal official] of each participating municipality is authorized on behalf of that municipality to enter into and from time alter and amend on the advice of the Police Chief/Sheriff and with the consent and authorization of the governing body of that municipality, and with the agreement of other municipalities for mutual aid according to following:

- A. Whenever an incident (emergency) is of such magnitude and consequence that it is deemed advisable by the senior on-duty officer of the requesting agency to request assistance of the aiding agencies through the senior on-duty officer, he or she is hereby authorized to do so under the terms of this mutual aid agreement, and they are authorized to and shall forthwith take the following action:
  - 1. Immediately determine what resources are required according to the mutual aid police incident assignment.
  - 2. Immediately determine if the required equipment and personnel can be committed in response to the request from the requesting agency.
  - 3. Dispatch immediately the personnel and equipment required to the requesting agency in accordance with the police incident assignment.
- B. The rendering of assistance under the terms of this mutual aid agreement shall not be required in accordance with the police incident assignments if the commanding officer of the aiding agency determines that the available personnel and equipment are required for the protection of the aiding agency. In that event it is the responsibility of the aiding agency to immediately notify the requesting agency of the same. The judgment of the commanding officer shall be final.
- C. The senior officer present, of the requesting agency, shall assume full responsibility and command for operations at the scene. He or She will assign personnel and equipment, of the aiding agencies, to positions when and where deemed necessary.
- D. It is expected that requests for mutual aid under this agreement will be initiated only when the needs exceed the resources of the requesting agency. Aiding agencies will be released and returning to duty in their own community as soon as the situation is restored to the point which permits the requesting agency to adequately handle it with its own resources or is no longer able to provide assistance per paragraph (3)(b) herein.

- E. All service performed under this agreement shall be rendered without reimbursement of any party from the other(s). Requests for indemnification for unusual or extraordinary and unanticipated costs incurred in the performance of mutual aid may be submitted by the aiding agency to the requesting agency for consideration of its Board or Council which may authorize payment in the exercise of discretion.
- F. Pursuant to 566.0301, 566.0313 and 566.0513 Wis. Stats., law enforcement personnel who provide mutual aid assistance shall be deemed an employee of the requesting agency for the purpose of 5895.35 and 5895.46 Wis. Stats.
- G. The Police Chiefs/Sheriffs of the participating agencies shall maintain a governing board and establish an operation plan for giving and receiving aid under this agreement. Said plan shall be reviewed, updated, and tested at regular intervals.

Section 4. **TERMINATION**

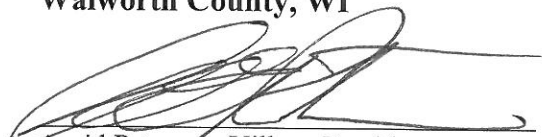
Any agency may withdraw from the Suburban Mutual Assistance Response Teams agreement by notifying the Police Chiefs/Sheriffs of the other participating agencies in writing, whereupon the withdrawing agency will terminate participation ninety (90) days from the date of written notice.

Section 5. **ADOPTION**

This mutual aid agreement shall be in full force and effect with the passage of approval of a companion ordinance or resolution by all participating municipalities, in manner provided by law, and in the signing of this agreement by the [municipal official] or other governing body of the municipality.

IN WITNESS WHEREOF, this agreement has been duly executed by the following parties on the 7<sup>th</sup> day of October, 2013.

**Village of Fontana on Geneva Lake  
Walworth County, WI**



Arvid Petersen, Village President



Steve Olson, Chief of Police

**ATTEST:**



Dennis Martin, Village Clerk

Appendix 1

**AGENCY**

BAYSIDE  
BROOKFIELD CITY  
BROOKFIELD TOWN  
BROWN DEER  
BURLINGTON  
BUTLER  
CALEDONIA  
CHENEQUA  
CUDAHY  
DELAFIELD  
FOX POINT  
FRANKLIN  
GLENDALE  
GREENFIELD  
HALES CORNERS  
HARTLAND  
MENO FALLS  
MILW CO SO  
MOUNT PLEASANT  
MUKWONAGO  
MUSKEGO  
NEW BERLIN  
OAK CREEK  
OCONOMOWOC CITY  
OCONOMOWOC TOWN  
PEWAUKEE VILLAGE  
RACINE CITY  
RACINE COUNTY  
RIVER HILLS  
SAINT FRANCIS  
SHOREWOOD  
SOUTH MILWAUKEE  
STATE FAIR  
STATE PATROL  
STURTEVANT  
SUMMIT  
UW MILWAUKEE

WATERFORD TOWN  
WAUKESHA CITY  
WAUKESHA COUNTY  
WAUWATOSA  
WEST ALLIS  
WEST MILWAUKEE  
WHITEFISH BAY