

RESOLUTION NO. 120**A RESOLUTION AUTHORIZING PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM**

WHEREAS, Wisconsin Statutes Section 66.0301, authorizes Wisconsin municipalities to contract with other municipalities for the receipt or furnishing of services, such as fire protection and emergency medical services; and

WHEREAS, Wisconsin Statutes Section 166.30 allows Wisconsin to enter into interstate agreements for mutual assistance, including supplementary agreements that include provisions for evacuation and reception of injured and other persons and the exchange of medical, fire, police, public utility, reconnaissance, welfare, transportation and communications personnel, equipment, supplies; and

WHEREAS, an agreement was drafted to provide a mutual aid box alarm system for municipalities providing fire protection and emergency medical services and has been entered into by the counties of Kenosha, Walworth, Rock and parts of Green, Dane, Waukesha, Milwaukee, and Jefferson Counties in Wisconsin and Lake, McHenry, Boone, Winnebago, and Cook Counties in Illinois; and

WHEREAS, in order to comply with Wisconsin Statutes Section 66.0301, the Attorney General of the State of Wisconsin approved the agreement for Mutual Aid Box Alarm System (MABAS), between Wisconsin Municipalities of other states on December 22, 2000; and

WHEREAS, the MABAS agreement was also approved by the Governor of the State of Wisconsin; and

WHEREAS, the Village Board believes that intergovernmental cooperation for purposes of public safety and protection should be encouraged and that the MABAS agreement would afford these benefits to our residents by coordinating fire protection and emergency medical services in the event of a large scale emergency, natural disaster, or man-made catastrophe; and


WHEREAS, part of MABAS includes written instructions for dispatchers to expedite delivery of services where mutual assistance is required.

NOW, THEREFORE, BE IT RESOLVED THAT the Village President and Village Clerk are hereby authorized to execute the agreement for participation in the Mutual Aid Box Alarm System (MABAS), a copy of which is attached hereto and incorporated herein.

PASSED AND ADOPTED by the Village of Oconomowoc Lake Village Board.

Dated this 18th day of July, 2005.

VILLAGE OF OCONOMOWOC LAKE


Raymond Foster, Jr., Village President

ATTEST:


Kathy Kreuzer, Village Clerk

Published and/or posted this 19th day of July, 2005.

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STATE OF WISCONSIN VILLAGE OF OCONOMOWOC LAKE WAUKESHA COUNTY

Mutual Aid Box Alarm System Agreement

This Agreement is made and entered into on the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Units(s)") that have approved this Agreement and adopted the same in a manner provided by law and is hereafter listed at the end of this Agreement.

WHEREAS, the parties hereto have determined because of geographical considerations it is important for Illinois units and Wisconsin units to coordinate mutual aid through the Mutual Aid Box Alarm System for the effective and efficient provision of mutual aid; and

WHEREAS, it is recognized and acknowledged that emergencies, natural disasters, and man-made catastrophes do not conform to designated territorial limits and state boundaries; and

WHEREAS, Wisconsin Statutes Section 66.0301 authorizes any municipality to contract with other municipalities for the receipt or furnishing of services, such as fire protection and emergency medical services. Such a contract may be with municipalities of another state; and

WHEREAS, the State of Illinois has provided similar provisions under the "Intergovernmental Cooperation Act" of 5 ILCS 220/1 et seq.; and

WHEREAS, the parties hereto have determined that it is in their best interest to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and

WHEREAS, the parties hereto have determined that it is in their best interests to form an association to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, in consideration of the forgoing recitals, the Unit's membership in the Mutual Aid Box Alarm System (hereafter "MABAS") and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

SECTION ONE

Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO

Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

- A. "Mutual Aid Box Alarm System" (hereinafter referred to as "MABAS"): A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the MABAS Member Units and amended from time to time;
- B. "Member Unit": A unit of local government including but not limited to a city, village or fire protection district having a fire department recognized by the State of Illinois, or the State of Wisconsin, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of MABAS;
- C. "Stricken Unit": A Member Unit which requests aid in the event of an emergency;
- D. "Aiding Unit": A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit;
- E. "Emergency": An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit

and such that a Member Unit determines the necessity and advisability of requesting aid;

- F. "Division": The geographically associated Member Units or unit which have been grouped for operational efficiency and representation of those Member Units;
- G. "Training": The regularly scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS; and
- H. "Executive Board": the governing body of MABAS comprised of Division representatives.

SECTION THREE

Authority and Action Effect Mutual Aid

- A. The Member Units hereby authorize and direct their respective Fire Chief or his designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the MABAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Fire Chief, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.

- B. Whenever an emergency occurs and conditions are such that the Fire Chief, or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.
- C. The Fire Chief, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:
1. Determine what equipment, personnel and/or services is requested according to the system maintained by MABAS;
 2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;
 3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of MABAS; and
 4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

SECTION FOUR

Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Fire Chief or Senior Officer of the Stricken Unit. The party rendering aid shall at all times have the right to withdraw any

and all aid upon the order of its Fire Chief of his designee; provided, however, that the party withdrawing such aid shall notify the Fire Chief or Senior Officer of the party requesting aid of the withdrawal of such aid and the extent of such withdrawal.

SECTION FIVE

Compensation for Aid

Equipment, personnel, and/or services provided pursuant to this Agreement shall be at no charge to the party requesting aid; however, any expenses recoverable from third parties shall be equitably distributed among the responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

SECTION SIX

Insurance

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000.00 auto and \$1,000,000.00 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan, or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS may require that copies or other evidence of compliance with

the provisions of this Section be provided to the MABAS. Upon request, Member Units shall provide such evidence as herein provided to the MABAS member.

SECTION SEVEN

Indemnification

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel.

Each party requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party. This indemnity shall include attorney's fees and costs that may arise from providing aid pursuant to this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of the respective party for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the party rendering aid.

SECTION EIGHT

Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility

of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond; however, failure to immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION NINE

Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of their Division and to the Executive Board specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail, or certified mail.

SECTION TEN

Effectiveness

The Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

SECTION ELEVEN

Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume to obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by MABAS without prior written consent of the parities hereto.

SECTION TWELVE

Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

SECTION THIRTEEN

Notices

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the MABAS mailing lists, or to other such addresses as shall be agreed upon.

SECTION FOURTEEN

Governing Law

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Wisconsin.

SECTION FIFTEEN

Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION SIXTEEN

Executive Board of MABAS

An Executive Board is hereby established to consider, adopt and amend from time to time as needed, rules, procedures, by-laws and any other matters deemed necessary by the Member Units. The Executive Board shall consist of a member elected from each Division within MABAS who shall serve as the voting representative of said Division of MABAS matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective division and shall have all rights and privileges attendant to a representative of that member Unit.

A President and Vice President shall be elected from the representatives of the Member Units and shall serve without compensation. The President and such other officers as are provided for in the by-laws shall coordinate the activities of the MABAS.

SECTION SEVENTEEN

Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures and by-laws of the MABAS, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION EIGHTEEN

Rules and Procedures

Rule, procedures and by-laws of the MABAS shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the MABAS.

SECTION NINETEEN

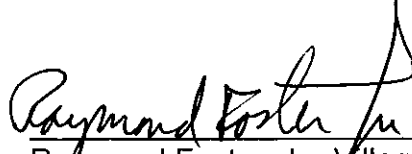
Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures and by-laws of the MABAS as established by the Executive Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this, **MUTUAL AID BOX ALARM SYSTEM** Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

This Signatory certifies that this Mutual Aid Box Alarm System Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

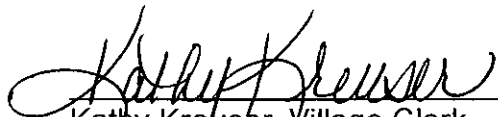
Dated this 18th day of July, 2005.

VILLAGE OF OCONOMOWOC LAKE



Raymond Foster, Jr., Village President

ATTEST:



Kathy Kreuser, Village Clerk

EXHIBIT A
DESCRIPTION OF PROPERTY
(SEE ATTACHED)

**VILLAGE OF OCONOMOWOC LAKE
TITLE POLICY INDEX SOUTH BEACH RD
SEWER PROJECT**

ADDRESS	OWNER	TAX-KEY
36010 South Beach Road	Altschaefl, Michael & Mary	OCLV 0588-977-003
36016 South Beach Road	Eilers, Patrick C	OCLV 0588-977-002
36024 South Beach Road	Lowry, Scott V. Trust	OCLV 0588-978
36048 South Beach Road	Heinrich, Allan E.	OCLV 0588-984
36108 South Beach Road	Fischer, Paul M. & Carol	OCLV 0588-985
36158 South Beach Road	Schinzer, Michael H. & Julie	OCLV 0588-988-001
36203 South Beach Road	Panther, Robert L. & Jane M.	OCLV 0588-988
36208 South Beach Road	Hussey III, Frank & Ronaele	OCLV 0588-989
36224 South Beach Road	McNellis, Jerome & Sharon	OCLV 0588-990
36234 South Beach Road	Bruno, Michael R. & Beverly	OCLV 0588-991
36310 South Beach Road	Zea, John K. & Amy A.	OCLV 0588-992-001
36316 South Beach Road	LaBelle, Beatrice M.	OCLV 0588-993
36320 South Beach Road	Haertle, David & Teresa	OCLV 0588-995-001
4138 West Beach Road	Natalizio (Sweetbriar Trust)	OCLV 0588-996
4140 West Beach Road	McCormick, Mary Daniels	OCLV 0588-997
36324 South Beach Road	McCormick, Mary Daniels	OCLV 0588-995
4136 West Beach Road	Basler, Brian D.	OCLV 0588-995-002

CALL DIGGER'S HOTLINE
1-800-262-8811
 FAX A LOCATE 1-800-338-3380
 TDD FOR HEARING IMPAIRED 1-800-542-2289

THE OFFICE OF PUBLIC SAFETY
 FACILITY SERVICES UNIT
 1174 S. MICHIGAN AVENUE
 MILWAUKEE, WI 53244

THE CITY OF OCOONOC
 174 E. WISCONSIN AVENUE
 OCOONOC, WISCONSIN 53044

Map prepared by
THE ASSOCIATES
 174 E. WISCONSIN AVENUE
 OCOONOC, WISCONSIN 53044

SOUTH OCOONOC AVENUE
 MAPLE TERRACE AND SOUTH BEACH
 WATER AND SEWER REPLACEMENT
 CITY OF OCOONOC, WI

LEGEND:
 --- UNDERGROUND ELECTRIC
 --- OVERHEAD ELECTRIC
 - - - - - FENCE
 - - - - - ALLEY
 - - - - - TREE
 ○ W/ POWER POLE
 ○ CV GAS VALVE
 ○ VV WATER VALVE
 ○ S/ STORM INLET
 ○ W/ STREET LIGHT
 ○ B/ BENCH MARK
 ○ M/ M.D. BOX
 ○ IP 150W PIPE

○ W/ WATER MAIN
 ○ W/ SANITARY SEWER
 ○ W/ TELEPHONE
 ○ W/ FIBRE OPTIC CABLE
 ○ W/ FIRE HYDRANT
 ○ W/ SIGN

○ W/ WATER VALVE
 ○ W/ GAS VALVE
 ○ W/ STORM INLET
 ○ W/ STREET LIGHT
 ○ W/ BENCH MARK
 ○ W/ M.D. BOX
 ○ W/ 150W PIPE

