

---

**RESOLUTION NO. 155**

**A RESOLUTION AUTHORIZING A MUTUAL AID AGREEMENT  
PARTICIPATION IN SUBURBAN MUTUAL ASSISTANCE RESPONSE TEAMS**

---

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

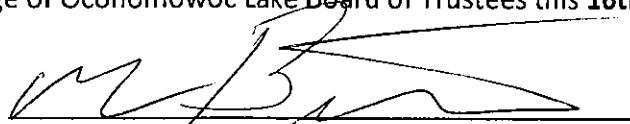
**WHEREAS**, authority is granted to enter into the mutual aid agreement pursuant to the law of the State of Wisconsin in Section 66.0313;

**NOW THEREFORE, BE IT RESOLVED** the Village of Oconomowoc authorizes the Village President, Village Clerk, and the Police Chief to execute the agreement, a copy of which is attached to this resolution.

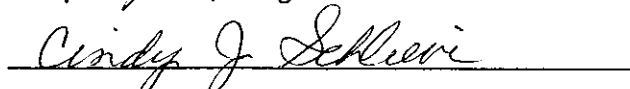
**BE IT FURTHER RESOLVED** that all Village of Oconomowoc Lake officials and employees are hereby authorized and directed to do and perform all that is necessary to successfully carry out the terms of this resolution.

**BE IT FURTHER RESOLVED** that this resolution shall take effect and be in force from and after its passage.

**PASSED AND ADOPTED** by the Village of Oconomowoc Lake Board of Trustees this **16th** day of December, 2013.



Joseph Birbaum, Village President



Cindy J. Schlieve, Village Clerk/Treasurer

**VILLAGE OF OCONOMOWOC LAKE POLICE DEPARTMENT**  
**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 law enforcement.

C.       AGENCY

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

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 or legal jurisdiction 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 law enforcement agency 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 Police Chief of each participating municipality/legal jurisdiction is authorized on behalf of that municipality/legal jurisdiction 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 S66.0301, S66.0313 and S 66.0513 Wis.Stats., law enforcement personnel who provide mutual aid assistance shall be deemed an employee of the requesting agency for the purpose of S895.35 and S895.46 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 the manner provided by law, and in the signing of this agreement by the [municipal official] or other governing body of the municipality/legal jurisdiction.

## Appendix 1

### AGENCY

BAYSIDE	WATERFORD TOWN
BROOKFIELD CITY	WAUKESHA CITY
BROOKFIELD TOWN	WAUKESHA COUNTY
BROWN DEER	WAUWATOSA
BURLINGTON	WEST ALLIS
BUTLER	WEST MILWAUKEE
CALEDONIA	WHITEFISH BAY
CHENEQUA	
CUDAHY	
DELAFIELD	
FOX POINT	
FRANKLIN	
GLENDALE	
GREENDALE	
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	

OCONOMOWOC LAKE  
**WKCC**  
 262-446-5070

**SUBURBAN MUTUAL ASSISTANCE RESPONSE TEAMS  
 POLICE INCIDENT CARD**

<b>LEVEL 1</b>	Waukesha Co. <b>WKSO&amp;WKCC</b> 262-446-5070	Oconomowoc (T) <b>OWPD</b> 262-567-4401	Summit <b>WKCC</b> 262-446-5070	Oconomowoc (C) <b>OWPD</b> 262-567-4401	Delafield <b>DFPD&amp;WKCC</b> 262-446-5070
<b>LEVEL 2</b>	Hartland <b>HLPD&amp;WKCC</b> 262-446-5070	Pewaukee Village <b>PVPD&amp;WKCC</b> 262-446-5070	Chenequa <b>CQPD&amp;WKCC</b> 262-446-5070	Waukesha City <b>WKPD</b> 262-524-3831	Watertown <b>WTPD</b> 920-261-6660
<b>LEVEL 3</b>	State Patrol <b>SPWK</b> 262-785-4711	Brookfield Town <b>WKCC</b> 262-446-5070	Brookfield City <b>BFPD&amp;WKCC</b> 262-446-5070	Elm Grove <b>EGPD</b> 262-786-4141	Jefferson County <b>JESO</b> 920-674-7310
<b>LEVEL 4</b>	Jefferson City <b>JESO</b> 920-674-7310	Mukwonago <b>MKPD</b> 262-363-6435	Butler <b>WKCC</b> 262-446-5070	Menomonee Falls <b>MFPD</b> 262-532-1700	New Berlin <b>NBPD&amp;WKCC</b> 262-446-5070
<b>LEVEL 5</b>	West Allis <b>WAPD</b> 414-302-8000	State Fair <b>WAPD</b> 414-302-8000	East Troy <b>ETPD&amp;WWSO</b> 262-741-4401	Whitewater <b>WPD</b> 262-473-0555	UW Whitewater <b>UWWW</b> 262-472-4660
<b>LEVEL 6</b>	Wauwatosa <b>WUPD</b> 414-471-8445	Fort Atkinson <b>FAPD</b> 920-563-7777	Muskego <b>MGPD</b> 262-679-4130	West Milwaukee <b>WMPD</b> 414-645-2151	Greenfield <b>GFPD</b> 414-761-5310
<b>LEVEL 7</b>	Big Bend <b>BBPD&amp;WKCC</b> 262-446-5070	Hales Corners <b>HCPD</b> 414-529-6140	Milwaukee Co <b>MCSO</b> 414-278-4788	Elkhorn <b>ELPD&amp;WWSO</b> 262-741-4401	Waterloo <b>JESO</b> 920-674-7310
<b>LEVEL 8</b>	Lake Mills <b>JESO</b> 920-674-7310	Greendale <b>GDPD</b> 414-423-2121	Walworth Co. <b>WWSO</b> 262-741-4401	Franklin <b>FRPD</b> 414-425-2522	UW Milwaukee <b>UWMW</b> 414-229-4627
<b>LEVEL 9</b>	St. Francis <b>SFPD</b> 414-481-2232	Shorewood <b>SHPD&amp;BACC</b> 414-351-9900	Burlington <b>BUPD</b> 262-342-1100	Waterford (T) <b>RCCC</b> 262-886-2300	Geneva Town <b>TGPD&amp;WWSO</b> 262-741-4401
<b>LEVEL 10</b>	Cudahy <b>CUPD</b> 414-769-2221	Glendale <b>GLPD&amp;BACC</b> 414-351-9900	Whitefish Bay <b>WFPD&amp;BACC</b> 414-351-9900	Brown Deer <b>BRPD&amp;BACC</b> 414-351-9900	Fox Point <b>FPPR&amp;BACC</b> 414-351-9900

<b>LEVEL 11</b>	Delavan City <b>DVPD</b> 262-728-6311	Lake Geneva <b>LGPD</b> 262-248-4455	Delavan Town <b>TDPD&amp;WWSO</b> 262-741-4401	Bayside <b>BACC</b> 414-351-9900	River Hills <b>RVPR&amp;BACC</b> 414-351-9900
<b>LEVEL 12</b>	South Milwaukee <b>SMPD</b> 414-768-8060	Fontana <b>WWSO</b> 262-741-4401	Oak Creek <b>OCPD</b> 414-762-8200	Caledonia <b>CAPD&amp;RCCC</b> 262-886-2300	Genoa City <b>WWSO</b> 262-741-4401
<b>LEVEL 13</b>	Mount Pleasant <b>MPPD&amp;RCCC</b> 262-886-2300	Racine Co. <b>RASO&amp;RCCC</b> 262-886-2300	Sturtevant <b>SVPD&amp;RCCC</b> 262-886-2300	Racine City <b>RAPD&amp;RCCC</b> 262-886-2300	Sharon <b>WWSO</b> 262-741-4401

<b>AREA #</b>	<b>STAGING AREA</b>	
<b>OL-1</b>	PICK-N-SAVE 36903 E. Wisconsin Ave. Located at intersection of STH 16 and STH 67.	
<b>OL-2</b>	K-MART 1450 Summit Ave. From I-94, go north on STH 67 to store. Hwy 67 is also Summit Ave.	

**REMINDER**

- Assign an officer to the staging area to meet responding units on all incidents.
- **ADVISE UNITS TO RESPOND AS NON-EMERGENCY VEHICLES ONLY!**

Revised Date

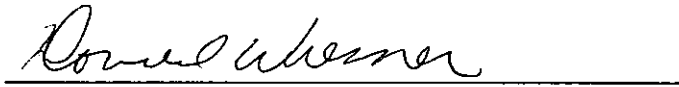
IN WITNESS WHEREOF, this agreement has been duly executed by the following parties On the  
16th Day of December, 2013:

Village of Oconomowoc Lake

Municipality/Legal Jurisdiction

  
\_\_\_\_\_

Joseph Birbaum, Village President

  
\_\_\_\_\_

Donald G. Wiemer, Chief of Police

ATTEST:

  
\_\_\_\_\_

Cindy J. Schlieve, Village Clerk-Treasurer/Witness