

RESOLUTION #5

This agreement, made this 11 day of August 2003, by and between the following municipalities:

Town of Minong, Village of Minong, Town of Wascott
Town of Frog Creek, and Town of Brooklyn

WITNESSETH: The above parties recognize that incidents in their respective jurisdictions may require the use of men and equipment beyond their own capabilities to supply and further recognize that it is in the mutual interest of the said parties to enter an agreement whereby each of the parties hereto will support, assist, and aid the other in the event of such incidents:

NOW THEREFORE, IT IS HEREBY AGREED by the parties hereto that:

1. Upon the request of the chief or officer in charge of the fire department of any municipality, a party hereto in the event of such incident made to the chief or officer in charge of any other fire department of any municipality a party hereto, the requested fire department will send trucks and/ or equipment and/ or men to assist in the control of such incident.
2. The chief or officer in charge of the requested fire department shall decide which trucks and/ or equipment and/ or men will be furnished to the requesting department. This decision of said officer or chief shall be final in this regard.
3. Each party hereto represents that it has insurance and will continue to insure its men and equipment against claims for personal injury or property damage and provide workers compensation insurance for all its personnel in accordance with Chapter 102 of Wisconsin Statutes.
4. Aid will be provided at no cost, except for welfare items for firefighters to the extent supplies are available at the time of request. Requesting parties are also responsible for foam actually supplied by requested department.
5. Each party hereto shall be liable for damages arising from its negligence and hold harmless all other parties.
6. The chief or officer in charge requesting aid shall assume full charge of the operations. However, men and equipment rendering aid are under the immediate supervision and responsibility of the officer in command of the department rendering aid.
7. There shall be no liability for failure to reach a destination where road or other conditions or events beyond the control of the requested party impair the response, or if fire fighting needs or potentials exist in the requested parties' jurisdiction.
8. Nothing herein shall require a party to at any time materially impair the service necessary for the protection of their individual jurisdictions.
9. The term of this agreement shall be for one year from the date which it bears and shall be automatically renewed for a like and successive term of one year unless either party notifies the others in writing at least thirty days prior to the expiration of the annual term of its intention to terminate this agreement.

IN WITNESS WHEREOF the parties have caused this agreement to be signed the date first written above.

THEREFORE BE IT RESOLVED BY THE ABOVE DESIGNATED JURISDICTIONS:

1. That this mutual aid pact is hereby approved and the rights and duties therefore are assumed and accepted, subject to the conditions herein before set forth.
2. The fire chief is hereby authorized and directed to do and perform the necessary acts to fulfill the obligations of this agreement.

BE IT FURTHER RESOLVED that a certified and signed copy of this agreement be furnished to the participating parties and a copy filed with the clerk's office of each parties jurisdiction.

TOWN OF MINONG

TOWN OF WASCOTT

VILLAGE OF MINONG

TOWN OF FROG CREEK

TOWN OF BROOKLYN

ATTESTED TO BY CLERK OF THE Town of Minong

Jo Anne Denninger
CLERK

8/11/2003
DATED

TOWN OF MINONG

RESOLUTION TO HAVE HORSESHOE BEND DRIVE BECOME A TOWN ROAD.