

AUTOMATIC AID AGREEMENT

This AUTOMATIC AID AGREEMENT (“Agreement”) is entered into this _____ day of _____ by and between the City of Manitowoc and the City of Two Rivers.

DUAL RESPONSE AREA

1. **Dual Response Area - Geographic Limits.** This Agreement shall apply to all incidents which requiring the need of a fire department including structure fires in residential, commercial, recreational, and rural properties with confirmed smoke or fire. (“Emergency Incidents”) where the first response is provided by a local fire department. This Agreement applies to all Emergency Incidents, as defined above, received by the Manitowoc County Joint Dispatch Center for addresses or occupancies within the City of Two Rivers Fire Department service area.
2. **Situations Where Aid is Provided.** All calls that are dispatched from the Manitowoc County Joint Dispatch Center, at the fire tones level, for fire services within the defined automatic aid agreement area shall result in an automatic, simultaneous response from City of Manitowoc Fire Departments. To accomplish this, the Manitowoc County Joint Dispatch Center shall simultaneously dispatch Fire Departments. This automatic aid Agreement shall be in effect 24 hours a day, seven days a week.
3. **No Reimbursement for Costs.** No party in this Agreement shall be required to reimburse any other party for the cost of providing the services set forth in the Dual Response and/or Automatic Aid sections of this Agreement. Each party shall pay its own costs for responding to the Emergency Incidents as described in said sections of this Agreement.

PERSONNEL AND EQUIPMENT

The Manitowoc Fire Chief and the Two Rivers Fire Chief shall establish a response plan regarding the deployment of personnel and equipment in responding to Emergency Incidents under this Agreement. In virtually all cases, responses will be consistent with the established protocols. Any other required personnel and/or equipment will be determined by the incident Commander in his or her sole discretion. If first arriving responders determine that they can handle the incident with their own available resources, then they shall return the still responding units.

LIABILITY/INDEMNIFICATION

Each party waives all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of the performance of this Agreement. Each party shall bear the liability and/or cost of damage to its equipment and the death of, or injury to, its personnel, whether the death, injury or damage occurs at an emergency within the described boundary. To the extent allowed by law, each department shall indemnify, defend and hold harmless all other parties for damages, claims, demands, suits, judgments, costs and expenses arising from loss of or damage to private property and/or the death of or injury to private persons whether caused by either department responding within the parameters of this Agreement. Provided, however, nothing contained herein shall expand the immunity of a party granted to it by law.

Each party waives all claims against the other party for compensation for any property loss or damage, and/or personal injury or death occurring as a consequence of any negligent acts, conduct, instructions or commands given by the individual that assumes command (Incident Commander) at any Emergency Incident. This provision shall not apply to any acts, conduct, instructions or commands given by an officer in the capacity of Incident Commander, which are later determined at any time to have been grossly negligent, willful, wanton or reckless.

PRIOR AGREEMENTS

This Agreement supersedes any other previous Agreements, either written or verbal, that may have existed to define the response of the two fire departments in this area.

CITY OF _____

CITY OF _____

By: _____
Mayor/ Chief

By: _____
Mayor/ Chief