

## **AUTOMATIC AID AGREEMENT**

This AUTOMATIC AID AGREEMENT (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Manitowoc and the Branch Fire Rescue Department.

### **DUAL RESPONSE AREA**

1. **Dual Response Area - Geographic Limits.** This Agreement shall apply to all incidents which require 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 Manitowoc Fire Rescue 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 Branch Fire Rescue Departments. To accomplish this, the Manitowoc County Joint Dispatch Center shall simultaneously dispatch Fire Rescue Departments. This Agreement shall be in effect 24 hours a day, seven days a week.
3. **No Reimbursement for Costs.** No party to this Agreement shall be required to reimburse any other party for the cost of providing the services set forth in 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 Rescue Chief and the Branch Fire Rescue 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, which shall be the highest-ranking officer, then most senior member of either party, 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 be responsible for 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 AND TERM**

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

This Agreement is effective as of the date of the Agreement, and shall continue until such time that a party terminates the Agreement by providing the other party 30 days written notice. Notice shall be accomplished by US mail to the following:

City of Manitowoc:

Branch Fire Rescue Department:

Chief of Fire Rescue  
900 Quay Street  
Manitowoc, WI 54220

Chief of Fire Rescue  
PO BOX 268  
Whitelaw, WI 54247

**City of Manitowoc:**

**Branch Fire Rescue Department:**

By: \_\_\_\_\_  
Chief Todd Blaser

By: \_\_\_\_\_  
Chief