

AUTOMATIC MUTUAL AID AGREEMENT

This AUTOMATIC MUTUAL AID AGREEMENT ("Agreement") is entered into this _____ day of _____, 2025 by and between the Town of Two Rivers ("Town") and the City of Two Rivers ("City").

Dual Response Area:

1. **Geographic Limits.** This Agreement shall apply to all incidents which require the response of a fire department, including structure fires in residential, commercial, recreational, and rural properties with confirmed smoke or fire where the first response is provided by a local fire department and received by the Manitowoc County Joint Dispatch Center ("Emergency Incidents") concerning addresses or occupancies within the City of Two Rivers Fire Department and the Town of Two Rivers Fire Department service areas ("Dual Response 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 Dual Response Area shall result in an automatic, simultaneous response from City Fire Department and the Town Fire Department. To accomplish this, the Manitowoc County Joint Dispatch Center shall simultaneously dispatch both the City Fire Department and the Town Fire Department. This automatic aid Agreement shall be in effect twenty-four (24) hours a day, seven (7) 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 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 Town Fire Chief and the City 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 manage the incident with their own available resources, then they shall direct additional responding units to return to their respective Department headquarters.

Liability: 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, if the death, injury, or damage occurs at an emergency within the Dual Response Area. Provided, however, nothing contained herein shall expand or restrict the immunity of a party granted to it by law.

It is expressly understood and agreed by the parties hereto that the rendering of assistance under the terms of this Agreement shall not be mandatory and shall be within the sole discretion of the party receiving the request. Each party waives all claims against the other party related to failure of the other party to provide aid.

Each party waives all claims against the other party for compensation for any loss, damage, injury, or death occurring as a consequence of any negligent acts, conduct, instructions or commands given by either Party.

During the term of this compact, each Party shall maintain the following General Liability Insurance coverage: \$1,000,000 bodily injury and \$1,000,000 property damage. Immediately upon execution of this Agreement, each Party shall provide the other Party with a certificate evidencing such insurance. In the event that either party receives notification of cancellation of such policy, said Party shall immediately notify the other Party of such notice. In the event that any Party has its policy cancelled, the other Party may, by written notice, terminate this Agreement.

Termination: This Agreement shall remain in effect until thirty (30) days written notice of termination is served on either party by the opposite party. Service of any notice of termination shall be achieved by United States Postal Service mail to the receiving municipality's Clerk.

Severability: The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion of this Compact. Any void provision shall be deemed severed from this Agreement and the balance of this Compact shall be construed and enforced as if it did not contain the particular portion or provision held to be void.

Integration: This Agreement represents the entire and integrated compact between the parties. It supersedes all prior and contemporaneous communications, representations and compacts, whether oral or written, relating to the subject matter of this Agreement.

Assignment: No party shall assign any rights or duties under the Agreement without the prior written consent of the other parties. Unless otherwise stated in written consent to an assignment, no assignment will release or discharge the assignor from any obligation under the Agreement.

Multiple Originals: This Agreement may be executed in multiple originals, each of which together shall constitute a single Agreement.

PRIOR AGREEMENTS

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

CITY OF TWO RIVERS

By: _____
Greg Buckley, City Manager

Dated: _____

TOWN OF TWO RIVERS

By: _____
Steve Pohl, Town Board Chairperson

Dated: _____

CITY OF TWO RIVERS FIRE DEPARTMENT

By: _____
David Murack, Fire Chief

Dated: _____

TOWN OF TWO RIVERS FIRE DEPARTMENT

By: _____
Mark Leichtfuss, Fire Chief

Dated: _____