

AUTOMATIC MUTUAL AID AGREEMENT

This AUTOMATIC MUTUAL 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 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 concerning addresses or occupancies within the City of Two Rivers Fire Department and City of Manitowoc Fire Department service areas (“Emergency Incidents”).
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 Mutual Aid Agreement area shall result in an automatic, simultaneous response from City of Two Rivers Fire Department and the City of Manitowoc Fire Departments. To accomplish this, the Manitowoc County Joint Dispatch Center shall simultaneously dispatch both the City of Two Rivers Fire Department and City of Manitowoc Fire Department. 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 Mutual 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 manage the incident with their own available resources, then they shall direct additional responding units to return to their respective Department headquarters.

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, 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.

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.

TERMINATION

This Agreement shall remain in effect until 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 opposite City’s Clerk.

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

CITY OF MANITOWOC

By: _____

By: _____

City Manager/ Chief

Mayor/ Chief