**AUTOMATIC AID AGREEMENT**

This AUTOMATIC AID AGREEMENT (“Agreement”) is entered into this \_\_\_\_\_\_\_\_day of \_\_\_\_\_\_\_\_\_by and between the Town/ City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and the Town/ City of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**DUAL RESPONSE AREA**

1. **Dual Response Area - Geographic Limits**. This Agreement shall apply to all incidents requiring the need of a fire department including structure fires in residential, commercial, recreational and rural properties, requests for reported hazardous materials incidents, smoke or odor investigations, motor vehicle crashes (with or without injuries) and any other incident (“Emergency Incidents”) where the first response is provided by a local fire department. This Agreement applies to all Emergency Incidents received by the \_\_\_\_\_\_\_\_County Communications Center for addresses or occupancies within the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Fire Districts, and more specifically for addresses located within the boundaries defined by:

Boundaries \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **Situations Where Aid is Provided**. All calls for fire services within the defined automatic aid agreement area shall result in an automatic, simultaneous response from \_\_\_\_\_\_\_\_\_\_\_Fire Departments. To accomplish this, the \_\_\_\_\_\_\_County Communications Center shall simultaneously dispatch Fire Departments. This automatic aid Agreement shall be in effect 24 hours a day, seven days a week.
2. **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 is said sections of this Agreement.

**AUTOMATIC AID ENGINE COMPANY RESPONSE**

As part of this Agreement, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fire Department will respond when available with a staffed engine company to all reported or confirmed structure fires at locations within either department’s fire district. The dispatch of the auto-aid engine company will be made with the initial dispatch to the reported fire by the \_\_\_\_\_\_\_\_\_ County Communications Center.

**PERSONNEL AND EQUIPMENT**

The \_\_\_\_\_\_\_\_ Fire Chief and the\_\_\_\_\_\_ 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 anytime 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.

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| **CITY/TOWN OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **CITY/TOWN OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mayor/ Chief | By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mayor/ Chief |
| Witness\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Witness\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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