

Agreement for the Exchange of Fire Protection and Rescue Services Automatic Aid Agreement

This Agreement is made and entered into this first day of January, 2023, by and between the City of Racine, Wisconsin, hereinafter referred to as “City,” and the Village of Caledonia, Wisconsin, hereafter referred to as “Village.”

Whereas, the parties to this agreement provide fire protection, emergency, and rescue services within their respective territorial limits and are public entities as defined by Section 66.0301(1)(a) of the Wisconsin Statutes; and

Whereas, the parties to this agreement recognize the authority to enter into Intergovernmental Agreements is further defined under Section 66.0301(2) of the Wisconsin Statutes; and

Whereas, Section 66.03125 of the Wisconsin Statutes, authorizes fire departments to enter into mutual assistance agreements; and

Whereas, it is in the best interest of firefighter safety, and the citizens of the City and the Village to provide the most expeditious response to suppress fires and render emergency, medical, and rescue assistance.

Now, therefore in consideration of these mutual covenants, the parties hereto agree as follows:

1. This agreement becomes effective with the official closing of the Highway 38 Bridge at the Root River near the intersection of Northwestern Avenue, County Highway MM, and Rapids Drive. The agreement will remain in full force until the aforementioned Highway 38 Bridge at the Root River is officially reopened to vehicular traffic.
2. The City agrees to provide a designated fire, emergency, or rescue response, as determined by the Fire Chiefs of the Village and the City, upon request by the Village, to that area located within the jurisdiction of the Village without the need to contact the on-duty chief officer.
3. The Village agrees to provide designated fire, emergency, or rescue response, as determined by the Fire Chiefs of the Village and the City, upon request by the City, to that area located within the jurisdiction of the City without the need to contact the on-duty chief officer.
4. Upon receipt by the City of an alarm within the City, the City, as the jurisdictional department will dispatch its nearest and appropriate designated fire, emergency or rescue response to that alarm and also dispatch the agreed upon response from the Village in accordance with Paragraph 6, below.

5. Upon receipt by the Village of an alarm within the Village, the Village, as the jurisdictional department will dispatch its nearest and appropriate designated fire, emergency, or rescue response to that alarm and also dispatch the agreed upon response from the City in accordance with Paragraph 6, below.
6. The Village and the City intend that this agreement will provide mutual benefits to all parties and herein authorize the Fire Chiefs of the Village and the City to revise any designated areas or types of response periodically as may be dictated by changing conditions and the requirements of mutual benefits to all parties. It is agreed that any staff reduction of fire protection and/or emergency medical personnel by either fire department from the 2019 authorized staffing levels for the Village and City shall be cause for immediate reconsideration of this agreement.
7. Details as to amounts and types of assistance to be dispatched, methods of dispatching and communications, training programs and procedures, methods of requesting aid, and the names of persons authorized to send and receive such requests, together with lists of equipment and personnel which will be utilized, shall be developed by the Fire Chiefs of the Village and the City. Such details shall be recorded in a Memorandum of Understanding and signed by both the Fire Chiefs for the Village and the City.
8. In those instances where the aiding department arrives before the jurisdictional department, the aiding department will take the necessary action dictated by the situation. However, it is assumed that the jurisdictional department will arrive shortly after the arrival of the aiding department. Therefore, the responsibility for coping with the situation will be immediately assumed by the jurisdictional department upon its arrival at the scene. The aiding department personnel will be under the direction of the officer in charge of the jurisdictional fire department. It is further agreed that the aiding department will be released from the scene as soon as practical by the jurisdictional fire department.
9. It is mutually understood and agreed that this agreement does not relieve either party from the necessity and obligation of using its own resources for furnishing fire, emergency and/or rescue services within any part of its own jurisdiction and that the aiding party's response to a request for aid will be dependent upon the existing emergency conditions within its own jurisdiction and the status of its resources.

10. This agreement shall not be construed as or deemed to be an agreement for the benefit of anyone not a party hereto, and anyone who is not a party hereto shall not have a right of action hereunder for any cause whatsoever.
11. No party furnishing aid pursuant to this agreement shall be entitled to compensation for services rendered to the requesting agency, it being understood that the respective covenants contained in this agreement shall constitute the sole consideration for such services.
12. It is mutually understood and agreed that the party requesting assistance is not required to indemnify the party furnishing assistance as to any liability or damage imposed by law upon the assisting party by reason of any act or omission of its employees occurring in the performance of the service. The requesting party shall be responsible only for the acts of the employees of the responding party performed at the scene of the emergency and performed at the specific direction of an employee of the requesting party. In the event of a third party loss caused by the acts or omissions of both parties, the ultimate financial responsibility of each party shall be in accordance with its percentage of fault or as may otherwise be mutually agreed between them.
13. This agreement shall remain operative and effective until participation is terminated by either party. It is further agreed that either party may terminate the agreement at any time by giving written notice to the other party at least 180 days prior to the date of termination.
14. It is mutually understood that this agreement will in no way affect or have any bearing on the existing Mutual Aid Box Alarm System (MABAS) agreement for Fire Protection and Rescue Services, between the Village and the City, nor will this agreement affect or have any bearing on existing MABAS Agreements with other fire departments or MABAS divisions within the State of Wisconsin.
15. It is mutually understood that Emergency Medical Services billings will be made by the department physically doing the transport of any patient to an emergency medical facility in the area. It is further understood that any billings for motor vehicle accidents shall be done by the jurisdiction in which the accident occurred.

In Witness Whereof, this agreement has been executed by each party on the day and year written below, and is effective and operative upon the date that it is fully executed by both parties, whichever date of execution by either party is later.

Village of Caledonia Wisconsin

City of Racine Wisconsin

By _____
Village President

By _____
Mayor

Date _____

Date _____

Attest:

By _____
Village Clerk

By _____
City Clerk

Approved as to Form

Approved as to Form

By _____
Village Attorney

By _____
City Attorney

Provisions have been made to pay the liability that will accrue hereunder.

By _____
Finance Director