

**AGREEMENT FOR AUTOMATIC ASSISTANCE
FOR STRUCTURE FIRES
VILLAGE OF KIMBERLY AND CITY OF APPLETON**

THIS AGREEMENT entered into on the date specified below, by and between the Village of Kimberly ("Kimberly") and the City of Appleton ("Appleton"), each of which are Wisconsin municipal corporations; and each acting herein through their duly authorized officials.

WHEREAS the governing officials of the governmental entities set forth above, political subdivisions of the State of Wisconsin and the United States of America, desire to secure for each entity the benefits of assistance in the protection of life and property from fire and other disasters:

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. In consideration for each party's automatic assistance to the other upon the occurrence of a structure fire in any portion of the designated area where this Agreement for Automatic Assistance is in effect, a predetermined number of firefighting equipment and personnel of the parties shall be dispatched to such point where the structure fire exists in order to assist in the protection of life and property subject to the conditions hereinafter stated.

Details as to amounts and types of assistance to be dispatched, methods of dispatching and communications, training programs and procedures and areas to be assisted will be developed by the Chief of the Kimberly Fire Department and the Chief of the Appleton Fire Department. These details will be stipulated in a Memorandum of Understanding and signed by the Chiefs of both departments. Said Memorandum of Understanding may be revised, modified, or amended in writing at any time by a signed mutual agreement of the Fire Chiefs as conditions may warrant.

2. Any dispatch of equipment and personnel pursuant to this Agreement shall be sent unless such amount of assistance is unavailable due to emergency conditions and/or hazardous situations confronting either party's forces at the time of need for assistance under this Agreement.
3. Each party to this Agreement waives all claims against the other party for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this Agreement.
4. Neither party shall be reimbursed by the other for costs incurred pursuant to this Agreement. Personnel who are assigned, designated, or ordered by their governing body to perform duties, pursuant to this Agreement, shall receive the same salary, pension, and all other compensation and rights for

the performance of such duties, including injury or death benefits, and Worker's Compensation benefits, as though the service had been rendered within the limits of the entity where he or she is regularly employed. Moreover, all medical expenses; wage and disability payments; pension payments; damage to equipment and clothing; and expenses of travel; food; and lodging shall be paid by the entity in which the employee in question is regularly employed.

5. All equipment used by each party's fire department in carrying out this Agreement will, during the time response services are being performed, remain owned by the respective fire department; and all personnel acting for the party's fire department under this Agreement will, during the time response services are required, be firefighters of the fire department of the party where they are regularly employed.
6. At all times while equipment and personnel of either party's fire department are traveling to, from, or within the geographical limits of the other party in accordance with the terms of this Agreement, such personnel and equipment shall be deemed to be employed or used, as the case may be, in the full line and cause of duty of the party which regularly employs such personnel and equipment. Further, such equipment and personnel shall be deemed to be engaged in a governmental function of its governmental entity.
7. In the event that any individual performing duties subject to this Agreement shall be cited as a defendant party to any state or federal civil lawsuit, arising out of his or her official acts while performing duties pursuant to the terms of this Agreement, such individual shall be entitled to the same benefits that he or she would be entitled to receive had such civil action arisen out of an official act within the scope of his or her duties as a member of the department where regularly employed and occurred within the jurisdiction of the governmental entity where regularly employed. The benefits described in this paragraph shall be supplied by the party where the individual is regularly employed.
8. It is agreed by and between the parties hereto that any party hereto shall have the right to terminate this Agreement upon ninety (90) days written notice to the other party hereto.
9. It is understood and agreed that if the parties have heretofore entered into any similar agreement for automatic aid, the conditions and obligations of this Agreement shall take precedence over any conditions and obligations in any other agreements related to mutual assistance between the parties.
10. Each party agrees that if legal action is brought under this Agreement, exclusive venue shall lie in the county where the emergency condition

and/or hazardous situations occurred.

11. In case one or more of the provisions contained in this Agreement shall be for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
12. Neither party hereto waives or releases any of the liability immunities, limitations, or damages limitations available under Section 893.80 Wisconsin Statutes despite any provisions herein, if any, to the contrary.
13. Effective date of this Agreement shall be on the last date of the signature of any party hereto.

EXECUTED by the Village of Kimberly and the City of Appleton, each respective governmental entity acting by and through its duly authorized official in the manner required by each entity or otherwise as required by law.

Village of Kimberly

Charles Kuen By: *Charles Kuen*

Charles Kuen, Village President
Date: 4-1-2024

Kimberly Fire Department

Jim Hieptas

Jim Hieptas, Fire Chief
Date: 4-12-2024

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

City of Appleton

By: _____
Jacob A. Woodford, Mayor

Date: _____

Approved as to form:

By: _____
Kami Lynch, City Clerk

Date: _____

Appleton Fire Department

Christopher R. Behrens, City Attorney

Date: _____

CityLaw: A22-0078.dg

Jeremy Hansen, Fire Chief

Date: _____