

RESOLUTION
R 16-22

**A RESOLUTION AUTHORIZING SIGNATURE OF
PRESIDENT AND CLERK ON AN AGREEMENT**

WHEREAS, the Corporate Authorities of the Village of Lombard have received an Automatic Aid Agreement with the Village of Downers Grove, as attached hereto and marked Exhibit "A"; and

WHEREAS, the Corporate Authorities deem it to be in the best interest of the Village of Lombard to approve such agreement;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS as follows:

SECTION 1: That the Village President be and hereby is authorized to sign on behalf of the Village of Lombard said agreement as attached hereto.

SECTION 2: That the Village Clerk be and hereby is authorized to attest said agreement as attached hereto.

Adopted this 17th day of March, 2022.

Ayes: Trustee LaVaque, Puccio, Dudek, Honig, Militello and Bachner

Nays: None

Absent: None

Approved by me this 17th day of March, 2022.



Keith Giagnorio
Village President

ATTEST:


Elizabeth Brezinski

Village Clerk

**Automatic Aid Agreement
Village of Lombard and Village of Downers Grove**

THIS AUTOMATIC AID AGREEMENT (“Agreement”) is entered into between the Village of Lombard, an Illinois municipal corporation, through its Fire Department (“Lombard”), and the Village of Downers Grove, an Illinois municipal corporation, through its Fire Department (“Downers Grove”), and is effective this _____ day of _____, 20____ (“Effective Date”).

1. Authority

This Agreement is authorized by the Constitution of the State of Illinois (Ill.Const., Art. VII, Sec. 10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) which authorize units of government to contract with one another and to exercise, combine, transfer, and enjoy jointly any power or powers, privileges, functions, or authority exercised or which may be exercised by any one of them, and to enter into intergovernmental agreements for that purpose.

2. Purpose

The purpose of this Agreement is to provide for the Automatic Aid (as defined herein) between the Lombard Fire Department and the Downers Grove Fire Department (each a Member Unit as defined herein) for emergencies, including the dispatch of Medic Unit, Engine Company, Truck Company, Squad Company, Chief Officer and/or any Specialty Vehicle, simultaneously with necessary equipment and personnel, to the stricken community to predetermined areas in the event of an emergency.

3. Definitions

- A. Mutual Aid Box Alarm System (MABAS). A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by MABAS Member Units and amended from time to time.
- B. Stricken Unit. A Member Unit which requests aid in the event of an emergency.
- C. Aiding Unit. A Member Unit furnishing equipment, personnel and/or services to a Stricken Unit.
- D. Member Unit. A unit of local government including but not limited to a city, village or fire protection district having a fire department recognized by the State of Illinois; or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS Agreement and has been appropriately authorized by the governing body to enter into such an agreement, and to comply with the rules and regulations of MABAS.

- E. Emergency. An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid.
- F. Automatic Aid. The automatic dispatch of an Aiding Unit to a Stricken Community in a predetermined area upon the receipt of a report of an emergency. A minimum of three (3) personnel will respond on all apparatus with the exception of ambulances which will respond with two (2) personnel. If manpower or an Aiding Unit is not available, the Stricken Unit must be promptly notified that no assistance will be given.
- G. Training. The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of this Agreement.

4. Dispatching

Lombard Incidents

As DuPage Public Safety Communication (Du-Comm) dispatches for the Lombard Fire Department, calls for service and for any emergency where Downers Grove Fire Department is requested will be entered in DuPage County CAD. Downers Grove Fire Department units will be automatically dispatched in CAD and the call will be sent out through DuPage County Fire Station Alerting including Downers Grove's dispatch radio talkgroup, FDSOUTH.

Downers Grove Incidents

As DuPage Public Safety Communication (Du-Comm) dispatches for the Downers Grove Fire Department, calls for service and for any emergency where Lombard Fire Department is requested will be entered in DuPage County CAD. Lombard Fire Department units will be automatically dispatched in CAD and the call will be sent out through DuPage County Fire Station Alerting including Lombard Fire Department dispatch radio talkgroup, FD EAST.

5. Cancellation of Requests for Automatic Aid

If upon arrival of the Stricken Unit's first arriving company, it is determined as a result of their investigation that there is no Emergency, the incident commander or highest ranking officer shall cancel and/or return the Aiding Unit as soon as possible.

6. Equipment Deployed During a Response

Response to Lombard for all reported emergencies will be with a squad company, engine company, truck company, medic unit, specialty vehicle or chief officer as specified in the most current version of the CAD running orders and MABAS Box Alarm cards for the Lombard Fire Department.

Response to Downers Grove for all reported emergencies will be with a squad company, engine company, truck company, medic unit, specialty vehicle or chief officer as specified in the most current version of the CAD running orders and MABAS Box Alarm cards for the Downers Grove Fire Department.

7. Control of the Scene of the Emergency

The incident commander or highest ranking officer of the Stricken Unit who is present shall assume full responsibility and command for operations at the scene of the emergency. The Aiding Unit shall report to, and shall follow all lawful orders from, the Stricken Unit. However, at all times, the personnel of the Aiding Unit shall remain employees of the Aiding Unit and shall adhere to the policies and procedures of their own employer.

8. Jurisdiction Over Personnel

Emergency responders of an Aiding Unit dispatched to aid a Stricken Unit pursuant to this Agreement shall at all times remain employees or agents of the Aiding Unit, and are entitled to receive any benefits and compensation to which they are otherwise entitled under federal and state laws and under the ordinances of their respective political subdivision. This may include, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If an emergency responder is injured or killed while rendering assistance under this Agreement, any benefits which are due shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the emergency responder was rendering assistance for or within the Aiding Unit's own jurisdiction.

9. Inability to Render Automatic Aid

Each Member Unit, through the decision of its Fire Chief or designee, reserves the right to refuse to render Automatic Aid or to recall any or all rendered Automatic Aid, whenever it believes that such refusal or recall is necessary to ensure adequate services, equipment and protection within its own jurisdiction.

10. Training

Each Member Unit will be responsible for familiarization with all areas of response. Interdepartmental Training will be conducted on a regular ongoing basis.

11. Maps and Pre-Plans

Each Member Unit will furnish the other Member Unit with current maps and pre-plans for the Member Unit's areas of response within thirty (30) days of the effective date of this Agreement, and thereafter within thirty (30) days after any updates are made, unless otherwise agreed to by the Member Units.

12. Expenses of Automatic Aid

All Automatic Aid provided under this Agreement by an Aiding Unit shall be provided without reimbursement from the Stricken Unit. Nothing in this Agreement prohibits an Aiding Unit from seeking reimbursement or defrayment of any expenses incurred in providing Automatic Aid from other third party sources. The Stricken Unit agrees to cooperate with reasonable requests from the Aiding Unit to seek reimbursement or defrayment of Automatic Aid expenses from other third party sources. A Member Unit providing Automatic Aid under this Agreement may bill patients for emergency medical services in accordance with federal and state ambulance billing regulations and in accordance with the ordinances of said Member Unit.

13. Insurance and Indemnification

Each Member Unit shall maintain insurance as required by law for its own employees and shall indemnify its own employees as may be required by State law or local ordinance. Each Aiding Unit is responsible for replacing or repairing any damage to its own equipment incurred in responding to an Automatic Aid request, regardless of fault, unless such damage is caused by the willful acts or gross negligence of the Stricken Unit.

Each party agrees to indemnify, defend, and hold harmless the other party from and against any loss, cost or damage of any kind (excluding reasonable attorneys' fees unless specifically awarded by a court of competent jurisdiction) to the extent arising out of its breach of this Agreement, or its negligence or willful misconduct. Nothing in this Agreement shall be deemed a waiver by any party of its right to claim or assert statutory and/or common law immunities or other defenses as to third parties.

14. Term and Termination

This initial term of this Agreement shall be one (1) year from the Effective Date, and this Agreement shall automatically renew for successive one (1) year terms unless a Member Unit notifies the other Member Unit in writing at least ninety (90) days prior to the end of the then-current term of its intent to terminate the Agreement upon the expiration of the then-current term. In the event that a Member Unit wishes to terminate this Agreement during the term, it must notify the other Member Unit in writing at least ninety (90) days prior to the specified date of termination.

15. MABAS Agreement

The MABAS Agreement adopted in 1989 (revised 2014) by all Member Units is hereby made a part of this Agreement as if fully set forth herein. If there is a conflict between the MABAS Agreement and this Agreement, this Agreement shall govern.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date herein above written.

Date

Village Manager Scott Niehaus
Village of Lombard

Date

Fire Chief Rick Sander
Village of Lombard

Date

Bob Barnett
Mayor
Village Downers Grove

Date

Fire Chief Scott Spinazola
Village of Downers Grove

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