

**Automatic Mutual Aid Agreement  
Village of Westmont and Tri-State Fire Protection District**

THIS AUTOMATIC MUTUAL AID AGREEMENT ("Agreement") is entered into between the Village of Westmont, an Illinois municipal corporation, through its Fire Department and the Tri-State Fire Protection District, an Illinois fire protection district, and is effective this \_\_\_ day of July, 2021 ("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 mutual aid between the Westmont Fire Department and the Tri-State Fire Protection District (each a Member Unit as defined herein) for emergencies, including the dispatch of medic, engine, ladder, squad company, communications vehicle, chief 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 Mutual 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 Aid Unit is not available, the Stricken Unit must be promptly notified that no assistance will be given.

#### 4. Dispatching

##### **Village of Westmont Incidents**

As Addison Consolidated Dispatch Center (ACDC) dispatches for the Westmont Fire Department, calls for service where Tri-State is requested will be entered in DuPage County CAD. Tri-State will be automatically dispatched in CAD and the call will be sent out through DuPage County Fire Station Alerting including Tri-State's dispatch radio talkgroup. Responding Tri-State units will communicate directly with ACDC on FDACDC1 unless otherwise directed.

##### **Tri-State Fire Protection District Incidents**

As Addison Consolidated Dispatch Center (ACDC) dispatches for the Tri-State Fire Protection District, calls for service where Westmont is requested will be entered in DuPage County CAD. Westmont will be automatically dispatched in CAD and the call will be sent out through DuPage County Fire Station Alerting including Westmont's dispatch radio talkgroup. Responding Westmont units will communicate directly with ACDC on FDACDC1 unless otherwise directed.

#### 5. Cancellation of Requests for Automatic Aid

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 automatic Aiding Unit as soon as possible.

#### 6. Areas of Response

Response to the Village of Westmont for all reported emergencies will be with a Squad Company, Engine Company, Ladder 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 Westmont Fire Department.

Response to Tri-State Fire Protection District for all reported emergencies will be with a Squad Company, Engine Company, Ladder 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 Tri-State Fire Protection District.

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. 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.

9. Training

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

10. 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.

11. 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.

12. Insurance

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 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.

13. 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.

14. 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 Automatic Aid Agreement, this Agreement shall govern

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


\_\_\_\_\_  
Date

\_\_\_\_\_  
Village Manager Steve May  
Village of Westmont

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fire Chief Steve Riley  
Village of Westmont

6/21/21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Joseph Woiski  
President, Board of Trustees  
Tri-State Fire Protection District

6/21/21  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Fire Chief Sam Molinaro  
Tri-State Fire Protection District