

VILLAGE OF DOWNERS GROVE
REPORT FOR THE VILLAGE COUNCIL MEETING
November 18, 2014 Agenda

SUBJECT:	TYPE:	SUBMITTED BY:
Fire Department Automatic Aid and MABAS Updated Agreements	✓ Resolution ✓ Ordinance Motion Discussion Only	James Jackson, Fire Chief

SYNOPSIS

Resolutions have been prepared to authorize the approval of updated fire department automatic aid agreements with neighboring communities and an ordinance has been prepared to authorize an amendment to the MABAS (Mutual Aid Box Alarm System) agreement.

STRATEGIC PLAN ALIGNMENT

The Strategic Goals for 2011-2018 identified *Exceptional Municipal Services*.

FISCAL IMPACT

There is no fiscal impact related to this motion.

UPDATE & RECOMMENDATION

This item was discussed at the November 11, 2014 Village Council meeting. Staff recommends approval on the November 18, 2014 Consent Agenda.

BACKGROUND

The Village has automatic aid agreements with neighboring communities that stipulate that the agencies may simultaneously respond to emergencies. The Village's automatic aid partners include the Darien Woodridge Fire District, Lisle Woodridge Fire District, Lombard Fire Department, Oak Brook Fire Department and the Westmont Fire Department. The agreements require updating to reflect current operating procedures.

The Village also belongs to Illinois' mutual aid system, which allows the Village to request and send aid to other agencies. The updated agreement from MABAS is to clarify reimbursement language necessary to comply with FEMA regulations that would allow MABAS members to receive reimbursement for aid provided for extended periods during federally declared emergencies.

ATTACHMENTS

Resolutions
 Ordinance
 Darien Woodridge Fire District Agreement
 Lisle Woodridge Fire District Agreement
 Lombard Fire Department Agreement
 Oak Brook Fire Department Agreement
 Westmont Fire Department Agreement
 MABAS Contract Addendum

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING AN AGREEMENT PROVIDING
FOR AUTOMATIC AID BETWEEN THE VILLAGE OF DOWNERS GROVE
AND THE VILLAGE OF WESTMONT**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Agreement (the “Agreement”), between the Village of Downers Grove (“Downers Grove”) and the Village of Westmont (“Westmont”), providing for automatic aid in the event of fire or disasters, and other matters related thereto, as set forth in the form of the Agreement submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Village Manager

Passed:

Attest: _____
Village Clerk

Automatic Aid Agreement

The Village of Westmont (“Westmont”) and the Village of Downers Grove (“Downers Grove”) are entering into this Automatic Aid Agreement (“Agreement”) this ____ day of _____, 2014.

Purpose of Agreement

To provide, in the case of an emergency, a squad company, engine company, truck company, medic unit and/or Chief Officer, to be dispatched simultaneously with equipment and personnel to the community experiencing an emergency to predetermined areas.

Definitions

- A. Stricken Department. A fire department which is experiencing an emergency.
- B. Aiding Department. A fire department furnishing equipment, personnel and/or services to a Stricken Department.
- C. Emergency. An occurrence or condition in a Stricken Department’s territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Department.
- D. Automatic Aid. The automatic dispatch of an Aiding Department to a Stricken Department in a predetermined area upon the receipt of a report of an emergency.
- E. Party or Parties. Westmont and/or Downers Grove.
- F. MABAS. Mutual aid box alarm system.

Dispatching

The Downers Grove Village Operations Center (VOC) will direct all requests for Automatic Aid to each Party as the VOC dispatches both Downers Grove and Westmont Fire Departments on the same radio frequency.

Cancellation of Aiding Department

In the event that the Stricken Department’s first arriving company determines as a result of their investigation that there is no Emergency, the Stricken Department’s Incident Commander shall cancel and/or return the Aiding Department as soon as possible.

Areas of Response

Response to Downers Grove by Westmont for all reported emergencies will be with a Squad Company, Engine Company, Truck Company, Medic Unit, and/or Chief Officer as specified in

the most current version of the running orders and MABAS Box Alarm cards for the Downers Grove Fire Department, with a minimum of three (3) personnel responding on all apparatus.

Response to Westmont by Downers Grove for all reported emergencies will be with a Squad Company, Engine Company, Truck Company, Medic Unit, and/or Chief Officer as specified in the most current version of the running orders and MABAS Box Alarm cards for the Westmont Fire Department, with a minimum of three (3) personnel responding on all apparatus.

Unavailability of Aiding Department

In the event that an Aiding Department is not available to respond in its designated area, the Aiding Department shall not be required to substitute apparatus from another location, but shall be required to make sure the Stricken Department is promptly notified that no assistance will be given.

Training

Each Party will be responsible for familiarization with all areas of response within the boundaries of the other Party. Interdepartmental training of each Party's personnel will be conducted on a regular ongoing basis.

Maps and Pre-Plans

Each Party will furnish the other Party with current maps and pre-plans for each Party's respective areas of response.

Indemnification

Each Party hereto agrees to waive all claims against the other Party hereto for any loss, damage, personal injury or death occurring as a consequence of the performance of this Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct of the other Party hereto or its personnel. Each Party requesting Automatic Aid pursuant to this Agreement (the Stricken Department) hereby expressly agrees to hold harmless, indemnify and defend the other Party rendering aid (the Aiding Department) and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party; provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Party rendering the Automatic Aid (the Aiding Department). This indemnity shall include attorneys' fees and costs that may arise from providing Automatic Aid pursuant to this Agreement; provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and employee medical expenses of the Party rendering Automatic Aid (the Aiding Department) shall be the sole and exclusive responsibility of the Party rendering Automatic Aid (the Aiding Department).

Cancellation of this Agreement

In the event that a Party wishes to terminate this Agreement, it must notify the other Party in writing at least ninety (90) days prior to the specified date of termination.

MABAS Agreement

The MABAS Agreement adopted in 1989 by all Member Units thereto, including Westmont and Downers Grove, as amended from time to time, 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 as between Westmont and Downers Grove.

Date _____

Village Manager David Fieldman
Village of Downers Grove

Date _____

Village Manager
Village of Westmont