

**AUTOMATIC FIRE MUTUAL AID AGREEMENT  
BETWEEN THE VILLAGE OF ROMEOVILLE ILLINOIS ,**

\_\_\_\_\_,  
**AND** \_\_\_\_\_

In accordance with Illinois Municipal Code, 65 ILCS 5/11-6-1 which provides for Municipalities and Fire Protection Districts to enter into "Mutual Aid Agreements," and in accordance with the Mutual Aid Box Alarm System (MABAS) Agreement entered into by the Village of Romeoville, \_\_\_\_\_, and \_\_\_\_\_ agree to provide automatic aid to each other on reported structure fires and other calls as follows based on Computer-Aided Dispatch (CAD) recommendations:

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

**WHEREAS**, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges or authority exercised, or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and,

**WHEREAS**, Section 5 of the Intergovernmental Cooperation Act, 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and,

**WHEREAS**, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in emergency management and the protection of life and property from an emergency or disaster; and,

**WHEREAS**, the parties hereto have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in the preparedness and mitigation phases of emergency management; and,

**WHEREAS**, the parties hereto have determined that it is in their best interests to form an association to provide communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

**NOW, THEREFORE**, in consideration of the foregoing recitals, and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

**SECTION 1. GENERAL CONDITIONS**

- A. Response Requirements. Equipment responding to an automatic response to the other community shall have a minimum of two (2) Paramedics on a MICU, and a minimum of three (3) qualified personnel on an Engine. (Qualified refers to State Certified FFII, Basic Operations Firefighter or greater.)

The response obligations shall apply to all parties and shall apply to the entirety of the territorial jurisdiction of the party to whom a response is being made.

Upon Receipt of an emergency call, Romeoville and \_\_\_\_\_, if available shall respond with the apparatus as requested with minimum staffing as indicated;

1. Ambulance – minimum of two (2) personnel
2. Engine Company – minimum of three (3) personnel
3. Truck Company – minimum of three (3) personnel
4. Squad Company – minimum of three (3) personnel
5. Tender (Tanker) - minimum of two (2) personnel

Only one (1) unit from the Department providing automatic aid shall be required to respond to a single incident. If the unit due to respond is unavailable (e.g., out of service, committed to another call or other reason), no backup unit from another station shall be required to respond, and the Department providing automatic aid shall immediately notify the department requesting automatic aid of its inability to respond provided; however, failure to immediately notify such inability to respond shall not constitute evidence of non-compliance with terms of this Agreement, and no liability may be assigned.

- B. Command and Control. The Department requesting aid shall be in charge and command of the incident; however, the first arriving unit shall assume command until units from the requesting jurisdiction arrive on the scene to assume command of the incident.
- C. Communication. Each dispatch center shall be responsible for providing a communications system that permits the immediate dispatching of all units due to respond. Each Department shall provide radio frequencies for apparatus communications and fire ground communications while operating on scene.

- D. Training. All parties to this agreement shall minimally train together quarterly as mutually agreed upon time and locations in order to insure that optimum performance levels are maintained. All parties hereby agree to include training on Standard Operating Procedures and the Incident Command System which apply to fire ground operations.
- E. Responding Units. Units responding to an automatic aid request shall not be redirected or “called off” unless and until released by the requesting jurisdiction.
- F. Incident Reports. Jurisdictional agency shall be responsible for incident reports, unless canceled by the first arriving company of another agency. It will be the responsibility of the first arriving company or officer to obtain all information and forward an incident report to the agency having jurisdiction.
- G. Resource Availability. Automatic Aid, as applied to this agreement, means the Department/District will respond following the tone out for each Department/District with on duty and available personnel and does not mean after the callout and response of Paid-on-Call or Paid-on-Premises personnel that are not readily available in the station.

Neither agency is obligated to send resources to an incident if it depletes resources below an acceptable level as determined by that agency. If an agency is unable to respond, it will notify the Communication Center immediately by radio so that the other agency can request another agency.

- H. Fiscal Impact. Each party to this agreement shall bear its own respective costs for staff and equipment support allocated to the services provided under this Agreement, therefore there is no direct cost associated with this Agreement.
- I. Waiver of Subrogation. Each Party agrees to waive any right of subrogation that it or its insurer may have against the other Party, including their respective officers, employees, agents, or volunteers, for any damage, loss, or injury arising from the performance of this Agreement to the extent such damage, loss, or injury is covered by insurance.
  - 1. Insurance Requirement: Each Party agrees to maintain sufficient insurance coverage, including but not limited to property damage, liability, and workers’ compensation, with a waiver of subrogation in favor of the other Party. Each Party shall ensure that their respective insurers are made aware of this Agreement and shall obtain an endorsement to include the waiver of subrogation clause.
  - 2. Exclusion of Liability: The Parties further agree that no Party shall be held liable to the other Party for any damages, losses, or claims arising from the mutual aid

response to the extent such claims are covered by the Parties' respective insurance policies.

3. No Financial Recovery: In the event of any claim or loss covered by insurance, neither Party shall pursue recovery from the other, nor shall their insurers seek subrogation from the other Party.

- J. Hold Harmless and Indemnification. Each party hereto agrees to waive all claims against the other Party hereto for any loss, damage, personally 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 hereby expressly agrees to hold harmless, indemnify and defend the other Party rendering aid 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 Automatic Aid. 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 shall be the sole and exclusive responsibility of the Party rendering Automatic Aid.

## **SECTION 2. AMBULANCE TRANSPORT CHARGES**

Ambulance requests are a part of the Automatic Aid Agreement. This section will allow each agency to bill for services in each other's service area and provide a consistent fee structure for residents and non-residents of either jurisdictional area regardless of whom shall provide the service. In essence, the resident and non-resident of the Village of \_\_\_\_\_, \_\_\_\_\_ or \_\_\_\_\_ will pay the appropriate user fees as specified in the Ordinance adopted by their own governing body, and as amended from time to time. The transporting agency will bill according to the rates established by the local agency. The intent is that the transporting agency bill and receive the funds for the service provided. These rates are listed on Addendum A and adjusted at any time that the local agency changes their billing rates.

## **SECTION 3. TERMINATION OF AGREEMENT**

Either the Village of Romeoville, \_\_\_\_\_ or \_\_\_\_\_ may terminate this agreement by notifying the Fire Chief or the other community, in writing, sixty (60) days from the date of written notice.

**SECTION 4. TERM OF AGREEMENT**

The Agreement shall be effective for a term of one year from the date of signature hereof, and shall automatically renew for successive one year (1)-year terms unless terminated in accordance with this agreement.

**SECTION 5. EFFECTIVENESS**

The agreement shall be in full force and effect upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

**SECTION 6. BINDING EFFECT**

The agreement shall be binding upon and inure to the benefit of any successor governmental legal entity that may assume and perform the duties of either party hereto. Notwithstanding the foregoing, this Agreement shall not be assigned by either party hereto without the prior written consent of the other party to this Agreement.

**SECTION 7. VALIDITY**

The invalidity of any provision of this Agreement shall not render invalid any other provision. If for any reason any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable, and this Agreement may be enforced with that provision severed or modified by court order.

**SECTION 8. NOTICES**

All notices hereunder shall be in writing and shall be served personally by registered mail or certified mail to the parties at such addresses as may be designated from time to time.

**SECTION 9. GOVERNING LAW**

The Agreement shall be governed, interpreted, and construed in accordance with the laws of the State of Illinois.

Village of Romeoville

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

## **Addendum A**

Adjustments to this addendum as rates adopted without affecting the entire agreement.

### **Ambulance Transport/User Fees as of January 1, 2024.**

Village of Romeoville

Resident –

Non-Resident –

Plus, \$15.00 per mile for each category

#### Section 43.02A

(D) Ambulance transport fees for residents and non-residents. The following charges shall be imposed upon both resident and non-resident parties requesting, served by or otherwise responsible for calls for the following listed ambulance transport services, and except as otherwise indicated, are imposed on a one-way basis for transportation from the location where the call for ambulance service is requested to a hospital.

(1) Basis for calculation of ambulance transport fees. As of January 1 of any given year, the basis for ambulance transport fees charged by the Village Fire Department during the year in question shall be the costs set forth in the most recent annual report then on file with the Illinois Department of Healthcare and Family Services (HFS) and/or the Federal Centers for Medicare and Medicaid Services (the "Annual Report"), reflecting the actual cost incurred for the transport of persons by ambulance, whether resident or nonresident. **All persons transported by ambulance shall be charged ambulance fees equal to the cost for such transport as listed in the Annual Report, together with a mileage fee equal to the distance traveled to transport the patient to the hospital at \$15 per mile.**

(2) Any resident or non-resident refusing transport but requiring basic life support ("BLS") on scene shall be charged \$50 for the third and each subsequent on-scene BLS service within a given calendar year. BLS is defined as care involving the treatment of non-life threatening injuries or illnesses, requiring only basic levels of care.

(3) Any resident or non-resident refusing transport but requiring advanced life support ("ALS") on scene shall be charged \$100. ALS is defined as care involving the use

of advanced medical procedures, including but not limited to the administration of medication, intravenous therapy, and electrocardiogram testing and interpretation.