

**AUTOMATIC FIRE MUTUAL AID AGREEMENT  
BETWEEN THE SPRING GROVE FIRE  
PROTECTION DISTRICT AND THE  
THE VILLAGE OF ANTIOCH FIRE DEPARTMENT**

WHEREAS, the Illinois Fire Protection District Act, 70 ILCS 705/11A provides for fire protection districts to enter into "mutual aid agreements"; and

WHEREAS, the SPRING GROVE FIRE PROTECTION DISTRICT (hereinafter "SPRING GROVE") provides fire, rescue, emergency ambulance and other related services in the SPRING GROVE FIRE PROTECTION DISTRICT; and

WHEREAS, the VILLAGE OF ANTIOCH FIRE DEPARTMENT (hereinafter "ANTIOCH") provides fire, rescue, emergency ambulance and other related services in the Village of Antioch; and

WHEREAS, in accordance with the Mutual Aid Box Alarm System (MABAS) Agreement, SPRING GROVE and ANTIOCH agree to provide automatic aid to each other in response to structure fires and activated fire alarms (AFA) with smoke reported in the building.

IT IS, THEREFORE, AGREED BETWEEN THE PARTIES as follows:

SECTION I: Services. SPRING GROVE agrees to provide the equipment and personnel for automatic aid to ANTIOCH pursuant to this Agreement and ANTIOCH agrees to provide the equipment and personnel for automatic aid to SPRING GROVE.

SECTION II: General Provisions.

1. The McHenry County Sheriff receives E 9-1-1 calls for SPRING GROVE and shall dispatch the fire department to the above calls within their District. CenCom in Round Lake receives E9-1-1 calls for ANTIOCH and shall dispatch the fire department to the above calls within their District.

2. The McHenry County Sheriff shall, immediately following dispatch of SPRING GROVE to one of their fires, based on location of the fire, request from ANTIOCH the equipment and personnel provided for in Section III. CenCom in Round Lake shall, immediately following dispatch of ANTIOCH to one of their fires, based on location of the fire, request from SPRING GROVE the equipment and personnel provided for in Section III.

3. Communications shall be on Fire North frequency unless the incident has escalated and MABAS is being utilized whereby IFERN shall be used for communications.

4. Equipment responding on an automatic response to the other party shall have an appropriate number of qualified personnel for the specific piece of apparatus sent.

5. In the event that 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 District providing automatic aid shall immediately notify the party requesting automatic aid of its inability to respond provided, however, failure to immediately notify of such inability to respond shall not constitute evidence of non-compliance with terms of this Agreement and no liability may be assigned.

6. The party requesting aid shall be in charge and in 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.

7. Each party shall provide radio frequencies for apparatus-to-apparatus communications and fire ground communications while operating on the scene.

8. Each party agrees to provide and participate in training between the two (2) Districts to assure the plan works by completing a "run out drill" in each District at least once per year.

9. Each party agrees that the general provisions of the Mutual Aid Box Alarm System Agreement apply to this Agreement, except as modified by this Agreement.

10. Units responding to an automatic aid request shall not be redirected or "called off" unless and until released by the requesting jurisdiction.

11. Maps shall be provided in each District at least once per year.

12. SPRING GROVE and ANTIOCH agree to waive all claims against the other for compensation for any loss, damage, personal injury or death occurring as a result of performance in conjunction with this Agreement. General liability insurance, personal injury insurance and property/vehicle insurance shall be the responsibility of each individual governmental unit.

### SECTION III: Response Area.

1. SPRING GROVE agrees to provide ANTIOCH, subject to the provisions of paragraph 5 of the General Provisions of this Agreement, specified equipment to the ANTIOCH FIRE DEPARTMENT.

2. ANTIOCH agrees to provide SPRING GROVE, subject to the provisions of paragraph 5 of the General Provisions of this Agreement, specified equipment to SPRING GROVE.

Minor modifications of the above response area(s), as well as the vehicle assigned, may be made without further modification of this Agreement. However, said modifications must be mutually agreed upon, in writing, by the two (2) respective Districts.

SECTION IV: Termination of Agreement. This Agreement may be terminated by any party by notifying the other party in writing thirty (30) days prior to the termination date.

SECTION V: Term of Agreement. This Agreement shall be effective for a term of one (1) year from the date of signature hereof commencing \_\_\_\_\_, 2015, and shall automatically renew for successive one (1) year terms unless terminated in accordance with Section IV.

SECTION VI: Effectiveness. This Agreement will be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

SECTION VII: Binding Effect. This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto.

SECTION VIII: 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 IX: 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 X: Governing Law. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

Approved this 2 day of March, 2015.

SPRING GROVE FIRE  
PROTECTION DISTRICT

By: Edward Watson  
PRESIDENT

ATTEST:

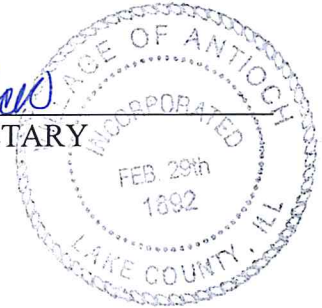
H Russell Church  
SECRETARY

ANTIOCH FIRE DEPARTMENT

By: [Signature]  
PRESIDENT

ATTEST:

[Signature]  
SECRETARY



# SPRING GROVE FIRE PROTECTION DISTRICT

8214 RICHARDSON RD.

SPRING GROVE, IL 60081

815-675-2450 FAX: 815-675-6284

[www.springgrovefire.com](http://www.springgrovefire.com)

**TO WHOM IT MAY CONCERN:**

**EFFECTIVE MARCH 15, 2015, THE SPRING GROVE FIRE PROTECTION DISTRICT AND THE ANTIOCH FIRE DEPARTMENT WILL INSTITUTE AN AUTO AID AGREEMENT AS FOLLOWS:**

- 1. ANTIOCH FIRE DEPARTMENT WILL PROVIDE AN AUTO-AID TANKER TO THE SPRING GROVE FIRE PROTECTION DISTRICT AS REQUESTED.**
- 2. SPRING GROVE FIRE PROTECTION DISTRICT WILL PROVIDE AN AUTO-AID TANKER TO THE ANTIOCH FIRE DEPARTMENT AS REQUESTED.**

  
\_\_\_\_\_  
CHIEF RICH TOBIASZ (SGFPD) 2/25/15  
DATE

  
\_\_\_\_\_  
CHIEF JOHN NIXON (ANTIOCH FD) 2-25-15  
DATE