

**ORDINANCE NO. 0213-2017**

**AN ORDINANCE AUTHORIZING AN ADDENDUM TO  
MUTUAL AID BOX ALARM SYSTEM AGREEMENT**

**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 are units of local government as defined by the Constitution of the State of Illinois, 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act; and,

**WHEREAS**, the Mayor/President and the Council/Board of Trustees of  
the CITY OF SHAWNEETOWN  
have determined that it is in the best interests of this unit of local government and its residents to enter into an Addendum to the Mutual Aid Box Alarm System Agreement to secure to each the benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for 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, BE IT ORDAINED** by the Mayor/President and Council/Board of the CITY OF SHAWNEETOWN,  
GALLATIN County, Illinois as follows:

**SECTION ONE:** That the Mayor/ President and the Clerk/Secretary be and are hereby authorized and directed to execute an Addendum to the Mutual Aid Box Alarm System Agreement, a copy of said Addendum being attached hereto and being made a part hereof.

**ADOPTED** this 13<sup>th</sup> day of February, 2017, by a roll call vote as follows:

**AYES:** June Rushing, Michael Blain, Lisa Smith, Steve Wood, Garry Jones

**NAYS:** 0

**ABSENT:** 1

  
\_\_\_\_\_  
Mayor/President

**ATTEST:**

  
\_\_\_\_\_  
Clerk/Secretary

STATE OF ILLINOIS            )  
  )  
COUNTY OF GALLATIN        )        SS

**SECRETARY/CLERK'S CERTIFICATE**

I, Nancy Larkin, the duly qualified and acting Secretary/Clerk  
of the CITY OF SHAWNEETOWN,  
GALLATIN County, Illinois, do hereby certify that attached hereto is a true  
and correct copy of an Ordinance entitled:

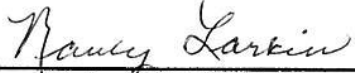
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which Ordinance was duly adopted by said Council/Board at a meeting held on the 13<sup>th</sup>  
day of February, 2017.

I do further certify that a quorum of said Council/Board was present at said  
meeting, and that the Council/Board complied with all the requirements of the Illinois  
Open Meetings Act and its own policies, rules or regulations concerning the holdings of  
meetings and the taking of action during meetings.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 13<sup>th</sup> day of  
February, 2017.

  
\_\_\_\_\_  
Secretary/Clerk



# MUTUAL AID BOX ALARM SYSTEM

MABAS - Illinois  
233 W. Hintz Road  
Wheeling, IL 60090  
PHONE: 847-403-0500  
FAX: 847-215-1875

## PRESIDENT

Jeffrey Macko, Chief  
Cary Fire Protection District  
400 Cary-Algonquin Road.  
Cary, IL 60013  
847-639-2121  
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## 1<sup>ST</sup> VICE PRESIDENT

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233 W. Hintz Road  
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708-906-9510  
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## 2<sup>ND</sup> VICE PRESIDENT

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## TREASURER/COMPTROLLER

Paul Maplethorpe, Chief  
Greater Round Lake FPD  
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Round Lake, IL. 60073  
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[chief@rlfire.org](mailto:chief@rlfire.org)

## CHIEF EXECUTIVE OFFICER

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July 1, 2014

To: All MABAS Divisions and MABAS Member Agencies  
From: Chief Jeff Macko, MABAS-Illinois President  
Chief Jay Reardon, MABAS-Illinois CEO  
Re: MABAS Contract Addendum  
FEMA/Stafford Act Policy Requirement

**Goal:** To have all 1,175 MABAS Member Agency elected or appointed Policy Boards (City Councils, District Trustee Boards) approve, sign, and forward the attached MABAS-Illinois Contract Addendum, Ordinance and Secretary/Clerk's Certificate and forward in accordance with instructions listed by January 1, 2015.

**Purpose:** To gain compliance with FEMA Recovery Policy (RP9523.6 attached) reference "Mutual Aid Agreements for Public Assistance and Fire Management Assistance". The purpose includes eligibility of MABAS-Illinois resources and capabilities for Federal Declaration of Disaster reimbursements under the Stafford Act.

**Intent:** The intent of the MABAS Contract Addendum is **NOT** to begin or establish fees or costs for mutual aid services provided through the MABAS System but rather establish a guideline for recouping and making whole communities who provide MABAS mutual aid at events which might be prolonged in nature (8 hours or more), provide mechanisms to donate the cost of services provided. Further, through the Addendum's signing and MABAS Member Agency elected and appointed Boards satisfy eligibility requirements for noted FEMA Recovery Policy RP9523.6.

## **Instructions:**

The following documents are included as attachments:

- A) 1) Mutual Aid Box Alarm System First Addendum to MABAS Master Agreement. The document is two pages in length.
- 2) An Ordinance authorizing an Addendum to Mutual Aid Box Alarm System Agreement (For Illinois City/Village/District) See footnote on bottom of pages two and three of this three page document
- 3) An Ordinance authorizing an Addendum to Mutual Aid Box Alarm System Agreement (For non-Illinois City/Village/District) See footnote on bottom of pages two and three of this three page document
- 4) FEMA Recovery Policy RP9523.6 Mutual Aid Agreements for Public Assistance and Fire Management Assistance. The document is nine (9) pages in length.

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- B) For Illinois MABAS Member Agencies/Municipalities/Districts, please have your Policy Board review, approve and sign:
- 1) Items # A-1 and A-2 (Addendum to MABAS Contract (A-1) and Ordinance with Clerk/Secretary's Certificate (A-2)).
  - 2) Original for MABAS Agency's file. Copy of both to their MABAS Division and to their MABAS Branch Chief for MABAS Headquarters.
  - 3) Complete action to approve above before January 1, 2015.
  - 4) Both documents must be approved in their original form and standing language without exception. No modifications, amendments, additions or deletions to the language are allowable or acceptable.
- C) For Non-Illinois MABAS Member Agencies/Municipalities/Districts, please have your Policy Board review, approve and sign:
- 1) Items #A-1 and A-3 (Addendum to MABAS Contract (A-1) and Ordinance with Clerk/Secretary's Certificate (A-3) for Non-Illinois Member Agencies.)
  - 2) Original for MABAS Agency's file. Copy of both to their MABAS Division and to their MABAS Branch Chief for MABAS Headquarters.
  - 3) Complete action to approve above before January 1, 2015.
  - 4) Both documents must be approved in their original form and standing language without exception. No modifications, amendments, additions or deletions to the language are allowable or acceptable.
- D) Questions should be directed through each Division's Branch Chief initially. If further clarification is required Branch Chiefs will contact MABAS Headquarters.
- E) Please accept our collective appreciation in what has been an extended time line in completing this task. MABAS-Illinois Legal Counsel has provided a copy of the Contract Addendum to FEMA Region V Legal Counsel who believes the Agreement meets the intent and requirements of RP9523.6 for Federal disaster reimbursement requirements.

## **MUTUAL AID BOX ALARM SYSTEM FIRST ADDENDUM TO MABAS MASTER AGREEMENT**

This First Addendum to the Mutual Aid Box Alarm System ("MABAS") Master Agreement in the State of Illinois, last amended prior to 2000, is meant to incorporate in its entirety the terms included within the Master Agreement except as specifically changed herein. In the event there is a conflict between the terms and conditions of the Master Agreement and this Addendum, this Addendum shall be controlling.

As the cost of lending mutual aid support has increased in recent times, communities have determined it necessary to agree in advance on cost reimbursement issues prior to the occurrence of an actual emergency. Mutual aid agreements such as the MABAS Master Agreement have served as the foundation for navigating cost issues and engaging in these agreements prior to the emergency avoid post-emergency concerns on cost reimbursement.

**SECTION FIVE – Compensation for Aid** is amended to read as follows:

Equipment, personnel, and/or services provided to this Agreement shall be at no charge to the party requesting aid for the first eight (8) consecutive hours of aid provided to the Stricken Unit; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Day to day mutual aid should remain free of charge and the administrative requirements of reimbursement make it unfeasible to charge for day-to-day mutual aid. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statute.

Any Aiding Unit is empowered to and may charge a Stricken Unit for reimbursement for costs of equipment, personnel, and/or services provided under this Agreement for terms of more than eight (8) consecutive hours under the following terms and conditions:

1. The amount of charges assessed by an Aiding Unit to a Stricken Unit may not exceed the amount necessary to make the Aiding Unit whole and should only include costs that are non-routine in nature.
2. The Aiding Unit must assess no more the "usual and customary" charges for personnel costs pursuant to a collective bargaining agreement, benefit ordinance or compensation policy.

3. The fee structure for apparatus and equipment shall be based on FEMA or OSFM rate schedules. If a particular piece of apparatus or equipment is not listed within the FEMA / OSFM rate schedules, a market rate for reimbursement shall be established.
4. In no event shall the amount assessed by an Aiding Unit to a Stricken Unit exceed the amount of fees permitted to be assessed under Illinois law.
5. Aiding Units must invoice the Stricken Unit within thirty (30) days after the completion of the emergency; Once thirty (30) days pass, the aid shall be considered to be a donation of service.
6. Mutual Aid and assessing costs for mutual aid cannot in any way be conditioned upon any declaration of a federal disaster.

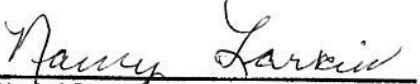
Member Units are encouraged to consider the adoption of internal policies establishing procedures for cost reimbursement on MABAS mobilizations pursuant to established MABAS procedures for collection and submission of funds.

The Signatory below certifies that this First Addendum to the MABAS Master Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

\_\_\_\_\_  
Political Entity / Agency

  
\_\_\_\_\_  
President / Mayor

2-13-2017  
\_\_\_\_\_  
Date

**ATTEST:**  
  
\_\_\_\_\_  
Clerk / Secretary

MABAS DIVISION: \_\_\_\_\_