

ORDINANCE NO. 2015- 11

**AN ORDINANCE APPROVING 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;

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;

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;

WHEREAS, on February 14, 2007, the Corporate Authorities of the Village of Chapin, Morgan County, Illinois, through the adoption of Ordinance No. 2007-1 entitled, *An Ordinance Authorizing a Mutual Aid Box Alarm System Agreement*, approved an Agreement for the Village's participation in the Mutual Aid Box Alarm System; and

WHEREAS, the Board of Trustees of the Village of Chapin, Morgan County, Illinois, have determined that it is in the best interest of the Village and its residents to approve and enter into the attached *First Addendum to MABAS Master Agreement* (Appendix A) to secure to each the benefits of mutual aid in fire protection, firefighting and 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 President and Board of Trustees of the Village of Chapin, Morgan County, Illinois as follows:

SECTION ONE: That the President and the Clerk be and are hereby authorized to execute the *First Addendum to MABAS Master Agreement* a copy of said Agreement, marked as Appendix A, is attached hereto and made a part hereof.

SECTION TWO: This ordinance shall be in full force and effect upon its adoption and approval as provided by law.

Passed and Approved by the President and Board of Trustees of the Village of Chapin, Morgan County, Illinois, this 9th day of September, 2015.

AYES: 4

NAYS: 0

ABSENT: 3

Max Bunkhouse
President

ATTEST:

Mary Rae Brockman
Clerk

STATE OF ILLINOIS)
)
COUNTY OF MORGAN)

SS

CLERK'S CERTIFICATE

I, Mary Brockhouse, the Clerk of the Village of Chapin, Morgan County, Illinois, do hereby certify that attached hereto is a true and correct copy of an Ordinance entitled:

ORDINANCE NO. 2015- 11

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

Which Ordinance was duly adopted by said Board at a regular meeting held on the 9th day of September 2015.

I do further certify that a quorum of said Board was present at said meeting, and that the Board of Trustees complied with all the requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hands this 9th day of September, 2015.



Mary Brockhouse, Village Clerk

**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.

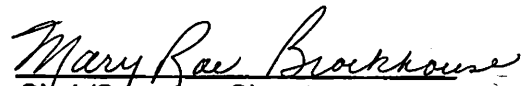
Political Entity/Agency



President/Mayor Signature

ATTEST:

September 9, 2015
Date



Clerk/Secretary Signature

MABAS DIVISION: _____