

ORDINANCE NO. CO-2014-29

**AN ORDINANCE APPROVING THE FIRST ADDENDUM TO THE
MUTUAL AID BOX ALARM SYSTEM (MABAS) MASTER AGREEMENT**

(VILLAGE OF MAYWOOD)

WHEREAS, Article VII of Section 10 of the Constitution of the State of Illinois of 1970 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, there exists a cooperative arrangement of units of local government known as the "MUTUAL AID BOX ALARM SYSTEM" (commonly referred to as "MABAS") that allows units of local government within and outside of the State of Illinois to secure 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. All members of MABAS are required to pass an ordinance that obligates them to follow a Mutual Aid Box Alarm System Master Agreement ("MABAS Master Agreement"), a copy of which is incorporated by reference into this Ordinance; and

WHEREAS, MABAS has proposed certain amendments to the MABAS Master Agreement, known as the "First Addendum to MABAS Master Agreement", that must be approved by the members of MABAS in order for the members to continue to participate in and secure the benefits of the MABAS mutual aid services. A copy of the First Addendum to MABAS Master Agreement is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, the Village President and Board of Trustees of the Village of Maywood have determined that it is in the best interests of the Village and its residents, property owners and businesses to approve the First Addendum to MABAS Master Agreement in order for the Village to continue to participate in and secure the benefits of the MABAS mutual aid services.

**BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE
VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:**

SECTION 1: The above Whereas paragraphs are incorporated by reference into Section 1 of this Ordinance as material terms and provisions.

SECTION 2: The Village President and Board of Trustees of the Village of Maywood approve the "First Addendum to MABAS Master Agreement," a copy of which is attached hereto

as **Exhibit "A"**, for purposes of authorizing the Village of Maywood, including its Fire Department, to participate in MABAS so that the Village can continue to secure 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 that are available to members of MABAS.

Further, the Village President and Board of Trustees of the Village of Maywood authorize and direct the Village President and Clerk, or their designees, to execute and deliver duplicate originals or certified copies of this Ordinance, the First Addendum to MABAS Master Agreement, and all other instruments and documents that are necessary to fulfill the Village's obligations under the First Addendum to MABAS Master Agreement.

SECTION 3: All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 4: Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by State law.

ADOPTED this 16th day of September, 2014, pursuant to a roll call vote as follows:

AYES: Mayor E. Perkins, Trustee(s) C. Ealey-Cross, A. Jaycox, A. Dorris, M. Rogers, M. Lightford, and R. Rivers.

NAYS: None.

ABSTAIN: None.

ABSENT: None.

APPROVED by the Village President, and attested to by the Village Clerk, on the 17th day of September, 2014.

ATTEST:


VILLAGE CLERK




VILLAGE PRESIDENT

EXHIBIT "A"

**FIRST ADDENDUM TO
THE MUTUAL AID BOX ALARM SYSTEM (MABAS)
MASTER AGREEMENT**

(attached)

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

ATTEST:

Date

Clerk / Secretary

MABAS DIVISION: _____

