

ORDINANCE 16-04.

**AN ORDINANCE AUTHORIZING A FIRST ADDENDUM TO THE
MABAS MASTER AGREEMENT**

WHEREAS. The Village of West Dundee, Kane County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6 of the Constitution of the State of Illinois, and the adoption of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, pursuant to a certain prior agreement, to wit: the Mutual Aid Box Alarm System Agreement, dated November 17, 2014 (Ordinance No. 14-39); and

WHEREAS, the parties desire to amend said agreement to better clarify provisions of Section 5 of said agreement, specifically reimbursement for services after 8 hours at an emergency incident; and

WHEREAS, the Parties desire to set out in a written document, titled "Mutual Aid Box Alarm System First Addendum To MABAS Master Agreement" between the Village of West Dundee and MABAS, their mutual understandings and agreements regarding this matter.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WEST DUNDEE, AS FOLLOWS:

Section 1. The Village of West Dundee shall and hereby does approve a certain Addendum to the November 17, 2014 Agreement previously made with the Village of West Dundee and MABAS, the addendum entitled "Mutual Aid Box Alarm System First Addendum To MABAS Master Agreement" between the Village of West Dundee and MABAS which is attached hereto and incorporated herein by this reference.

Section 2. The Village President shall be and hereby is authorized to execute, and the Village Clerk to attest, said Agreement on behalf of the Village, upon notification that MABAS has approved the same; and further, the Village Clerk through the Fire Chief shall deliver to MABAS an executed original of said document together with a copy of this Ordinance.

Section 3. Any and all ordinances, resolutions and orders, or parts thereof, which are in conflict with the provisions of this Ordinance, to the extent of any such conflict, are hereby superseded and waived.


Section 4. If any section, subdivision, sentence or phrase of this Ordinance is for any reason held to be void, invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance.

Section 5. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

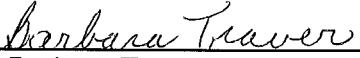
PASSED by the Board of Trustees of the Village of West Dundee, Kane County, Illinois, and approved by the President of said Village this 15th day of February, 2016.

AYES: Trustees Wilbrandt, Kembitzky, Price, Hanley and Yuscka
NAYS: None
ABSTAIN: None
ABSENT: Trustee Pflanz

VILLAGE OF WEST DUNDEE

By: 
Chris Nelson, Village President

ATTEST:

By: 
Barbara Traver, 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.

Village of West Dundee

Political Entity/Agency



President/Mayor Signature

ATTEST:

8-18-16
Date

Barbara Travers
Clerk/Secretary Signature

MABAS DIVISION: _____

