



ST. CHARLES
SINCE 1834

AGENDA ITEM EXECUTIVE SUMMARY

Title:	Recommendation to Approve the First Addendum to the MABAS Master Agreement and Authorization of the Mayor and City Clerk to Execute the Same
Presenter:	Fire Chief Joseph Schelstreet

Please check appropriate box:

<input checked="" type="checkbox"/>	Government Operations	X	Government Services 10.27.14
<input type="checkbox"/>	Planning & Development		City Council

Estimated Cost:	\$0	Budgeted:	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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If NO, please explain how item will be funded:

Executive Summary:

The Fire Department is a member of the Mutual Aid Box Alarm System (MABAS). Through the adoption of a master agreement, member departments are able to both sign individual automatic aid agreements with their neighbors as well as being able to be part of a larger box alarm system that uses pre-determined cards that will bring assistance to a stricken agency from multiple surrounding jurisdictions. All of this assistance is provided free of charge unless specific FEMA requirements are met for reimbursement specifically, those events for which assistance is provided for more than eight (8) hours.

In order to comply with the requirements of the Stafford Act, FEMA has recently updated its reimbursement policy (RP9523.6) *Mutual Aid Agreements for Public Assistance and Fire Management Assistance*. This update subsequently requires an update to the MABAS Master Agreement. This is a no cost item to the City and represents the first update since prior to the year 2000. Without adoption of the addendum, the City will not be able to receive reimbursement from FEMA for these services.

Attachments: *(please list)*

Addendum to the MABAS Master Agreement

Recommendation / Suggested Action *(briefly explain):*

Recommendation to approve the first addendum to the MABAS Master Agreement and authorization of the Mayor and City Clerk to execute the same.

For office use only: Agenda Item Number: 5.a

City of St. Charles, Illinois
Ordinance No. _____

**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 and the City Council of St. Charles, Illinois, Kane and DuPage Counties, 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 CITY COUNCIL OF THE CITY OF ST. CHARLES, KANE AND DUPAGE COUNTIES, ILLINOIS, AS FOLLOWS:

1. That the Mayor and the City Clerk 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.

2. That after the adoption and approval hereof the Ordinance shall (i) be printed or published in book or pamphlet form, published by the authority of the Council, or (ii) within thirty (30) days after the adoption and approval hereof, be published in a newspaper published in and with a general circulation within the City of St. Charles.

PRESENTED to the City Council of the City of St. Charles, Illinois, this _____ day of _____ 2014.

PASSED by the City Council of the City of St. Charles, Illinois, this _____ day of _____ 2014.

APPROVED by the Mayor of the City of St. Charles, Illinois, this _____ day of _____ 2014.

Raymond P. Rogina, Mayor

ATTEST:

City Clerk

COUNCIL VOTE:

Ayes:

Nays:

Absent:

Abstain:

APPROVED AS TO FORM:

City Attorney

DATE: _____

STATE OF ILLINOIS)
)
COUNTY OF _____) SS

CITY CLERK'S CERTIFICATE

I, _____, the duly qualified and acting City Clerk of the City of St. Charles, Kane and DuPage Counties, Illinois, do hereby certify that attached hereto is a true and correct copy of an Ordinance entitled:

Ordinance No. _____

**An Ordinance Authorizing an Addendum to
Mutual Aid Box Alarm System Agreement**

which Ordinance was duly adopted by said City Council at a meeting held on the ____ day of _____, 20____.

I do further certify that a quorum of said City Council was present at said meeting, and that the City Council complied with 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 ____ day of _____, 20____.

City 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

ATTEST:

Date

Clerk/Secretary

MABAS DIVISION: 13