

**VILLAGE OF BRADLEY**

**ORDINANCE NO. O-9-14-1**

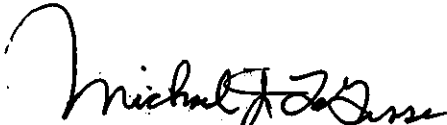
**AN ORDINANCE AUTHORIZING  
AN ADDENDUM TO MUTUAL AID BOX ALARM SYSTEM**

ADOPTED BY THE  
BOARD OF TRUSTEES  
VILLAGE OF BRADLEY

This 22 day of SEPTEMBER, 2014

Published in pamphlet form by authority of the Board of Trustees of the Village of  
Bradley, Kankakee County, Illinois, this 22 day of SEPTEMBER, 2014.

CERTIFICATE:

  
\_\_\_\_\_  
Michael J. LaGessee, Village Clerk

**ORDINANCE NO. O-9-14-1**

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

**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 or more public agencies may contract with any one or more public agencies to perform any governmental services, 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 President and Board of Trustees of the Village of Bradley have determined that it is in the best interests of the Village of Bradley 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 President and Board of Trustees of the Village of Bradley, Kankakee County, State of Illinois, as follows:

**Section 1. RECITALS.** The foregoing recitals are incorporated into this Ordinance as findings of the President and Board of Trustees.

**Section 2. SEVERABILITY AND REPEAL OF INCONSISTENT ORDINANCES.** If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity

thereof shall not affect any of the other provisions of this Ordinance. All ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**Section 3. AUTHORIZATION.** The President and 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 part hereof.

**Section 4. EFFECTIVE DATE.** The Clerk of the Village of Bradley shall certify to the adoption of this Ordinance and shall cause it to be published in pamphlet form and this Ordinance shall take effect upon its approval and publication in pamphlet form as so certifie

PASSED this 22 day of SEPTEMBER, 2014.

TRUSTEES:

Jerry Balthazor:	AYE - <input checked="" type="checkbox"/>	NAY - <input type="checkbox"/>	ABSENT - <input type="checkbox"/>
Robert Redmond:	AYE - <input checked="" type="checkbox"/>	NAY - <input type="checkbox"/>	ABSENT - <input type="checkbox"/>
Lori Gadbois:	AYE - <input checked="" type="checkbox"/>	NAY - <input type="checkbox"/>	ABSENT - <input type="checkbox"/>
George Golwitzer:	AYE - <input checked="" type="checkbox"/>	NAY - <input type="checkbox"/>	ABSENT - <input type="checkbox"/>
Eric Cyr:	AYE - <input checked="" type="checkbox"/>	NAY - <input type="checkbox"/>	ABSENT - <input type="checkbox"/>
Melissa Carrico:	AYE - <input checked="" type="checkbox"/>	NAY - <input type="checkbox"/>	ABSENT - <input type="checkbox"/>

Bruce Adams: AYE -  NAY -  ABSENT -

TOTALS: AYE - 6 NAY - 0 ABSENT - 0

APPROVED this 22 day of SEPTEMBER, 2014

  
Bruce Adams, President of the Board of  
Trustees of the Village of Bradley

ATTEST:

  
Michael J. Lagesse, Village Clerk

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF KANKAKEE )

CERTIFICATE

I, MICHAEL J. LAGESSE, Village Clerk of the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. O-9-14-1, "AN ORDINANCE AUTHORIZING AN ADDENDUM TO MUTUAL AID BOX ALARM SYSTEM AGREEMENT" which was adopted by the corporate authorities of the Village of Bradley, on 22 SEPTEMBER, 2014.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the Village of Bradley, Illinois, at the said Village, in the County of Kankakee and State of Illinois, on 22 SEPTEMBER, 2014.

  
\_\_\_\_\_  
MICHAEL J. LAGESSE, VILLAGE CLERK

(SEAL)

MABAS Contract Addendum  
July, 2014

COPY  
original  
filed

A) Required Actions – Goal

- MABAS Contract Addendum Requires
  - Each Department/District approval actions
  - Approval and signing of Contract Addendum
  - Approval and signing of Ordinance – Secretary/Clerks Cert.
- Copies of above to MABAS Division and MABAS Branch Chief
- Target completion date January 1, 2015

B) Purpose – Policy Compliance

- Secure policy compliance assuring MABAS eligibility of Federal fund reimbursements for Declarations of Disaster responses
- Policy implication: FEMA Recovery Policy (RP9523.6) reference Mutual Aid Agreements for Public Assistance and Fire Management Assistance

C) Intent – Establish Guidelines

- Intent to establish a guideline for recouping and making financially whole communities who provide mutual aid for a prolonged period of time, eight (8) hours or more to a stricken community therefore complying with noted FEMA Policy
- The intent is NOT to begin charging for mutual aid MABAS services on a daily basis.

D) Policy Disconnect – FEMA RP9523.6

- Policy considers mutual aid assistance without an assigned cost “volunteer work” and is therefore non-reimbursable as no real compensation is assigned.
- Reimbursable value has a monetary cost to the supplier above their normal expenses – backfill and overtime to maintain local levels of service caused by mutual aid assistance
- Reimbursement may be claimed if assistance exceeds eight (8) hours or may be waived
- Stafford Act – Applicable Federal law

E) Failure to Execute Addendum and Ordinance

- Failure of a District or Departments Board of Trustees to approve, sign and forward executed documents may;
  - Prevent the agency from being eligible for mobilization and deployment reimbursements
  - Prevent agencies from being allowed to participate in mobilizations and deployments
  - Create a situation where inequities will exist between mutual aid member agencies

**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 Bradley Bruce W. Adams  
 Political Entity / Agency President / Mayor

ATTEST:

September 23, 2014 Veronica M. Ricketts  
 Date Dep. Clerk / Secretary

MABAS DIVISION: 7