

TO: Thomas Thomas

SUBJECT: Amendment To Ordinance NO. 100-2002

Date: 09/17/2014

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

Purpose – Policy Compliance

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

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.

Recommendation: Approval & Passage of an Ordinance authorizing an addendum to the Mutual Aid Box Alarm System Agreement. NO 100 - 2002

Submitted by: James J Fobert, Fire Chief

AN ORDINANCE AUTHORIZING AN ADDENDUM TO THE
MUTUAL AID BOX ALARM SYSTEM AGREEMENT
IN THE CITY OF ROCK ISLAND, ILLINOIS

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”, 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 Mayor and the City Council of The City of Rock Island, Illinois, have determined that it is in the best interest of the City 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 ROCK ISLAND, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS:

Section One. That the Mayor and 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.

Section Two. All ordinances and parts of ordinances in conflict herewith are hereby repealed insofar as they do so conflict.

Section Three. This ordinance shall be in full force and effect 10 days from its passage and approval, as required by law.

MAYOR OF THE CITY OF ROCK ISLAND

PASSED: _____

APPROVED: _____

ATTEST: _____
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.

The City of Rock Island, Illinois
 Political Entity / Agency

~~President~~ / Mayor

ATTEST:

 Date

 Clerk / ~~Secretary~~

MABAS DIVISION: #43