

**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/President and the Council/Board of Trustees of The City of Shawneetown
_____ 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

STATE OF ILLINOIS)
)
COUNTY OF GALLATIN) SS

SECRETARY/CLERK'S CERTIFICATE

I, Nancy Larkin, the duly qualified and acting Secretary/Clerk
of the CITY OF SHAWNEETOWN
GALLATIN County, Illinois, do hereby certify that attached hereto is a true
and correct copy of an Ordinance entitled:

ORDINANCE NO. 1214-2015

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which Ordinance was duly adopted by said Council/Board at a meeting held on the 14th
day of December, 2015.

I do further certify that a quorum of said Council/Board was present at said
meeting, and that the Council/Board complied with all 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 14th day of
December, 2015.



Secretary/Clerk

MABAS Matters

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would not have already paid if it was not summoned to aid the stricken unit. Aiding units must invoice the stricken unit within thirty days after the completion of the emergency and failure to invoice the stricken unit within the thirty days shall render the aid as a donation of services. Finally, the addendum makes it abundantly clear that mutual aid and the assessment of costs for mutual aid are in no way conditional upon the declaration of a federal disaster.

Questions have been raised about FEMA Policy RP9523.6 and its limited federal reimbursement share rate for declarations of disaster to be generally reimbursed at 75% of eligible cost. There are large-scale incidents such as September 11th and Hurricane Katrina that were so impactful that FEMA sought separate congressional action to authorize FEMA reimbursements at 100% of eligible cost. Moreover, in the state of Illinois, the

Illinois Emergency Management Agency (IEMA), the entity which directs all MABAS missions, authorizes the state of Illinois to reimburse responding agencies at the rate of 100% of all authorized reimbursable costs. For declarations of disaster within the state, FEMA will normally reimburse Illinois 75% of reimbursable costs, while the other 25% is generally covered by the state through the IEMA memorandum of understanding.

Some individuals in the volunteer fire service have raised concerns about reimbursement for volunteer fire departments. MABAS-Illinois has been seeking the cooperation of volunteer fire departments to execute the required benefit ordinances to address compensation for volunteers who may be deployed during declared disasters. If a volunteer fire department has no official mechanism to pay its volunteers for their extraordinary efforts during extraordinary events, it will not be eligible for any FEMA reimbursement and may be denied IEMA reimbursement. Understand

that if the volunteer fire department or district adopts such a benefit ordinance, the fire department or district will be expected to compensate its employees pursuant to the terms of the ordinance but will remain eligible for federal or state reimbursement provided the event qualifies. The lesson here is to set benefits in your benefit ordinance at a level that the fire department or district can afford in case reimbursement is not approved.

As a reminder, MABAS has requested all of its member agencies to approve the ordinances at board meetings, and return the executed ordinances and Secretary/Clerk certificate either to your MABAS Division or the MABAS-Illinois office in Wheeling no later than January 1, 2015. This action will assist MABAS, IEMA, and FEMA in measuring and awarding proper reimbursement for both federal and state disasters. n

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

December 14, 2015

Date

ATTEST:



Clerk / Secretary

MABAS DIVISION: _____

MABAS Matters: Contract Addendum and Reimbursement Concerns

By Karl R. Ottosen and Shawn P. Flaherty,
Ottosen, Britz, Kelly, Cooper, Gilbert & DiNolfo, Ltd.

On July 1, 2014, the Executive Board of the Mutual Aid Box Alarm System (MABAS) issued a nineteen-page document to all 1,175 of its member agencies to explain why MABAS is requesting all member agencies to execute and return an ordinance approving an addendum to the MABAS Master Agreement. The Master Agreement is the intergovernmental agreement between the member agencies that provides MABAS with the necessary authority and powers it utilizes to oversee and support mutual aid functions throughout most of Illinois and into parts of several neighboring states. While the MABAS document issued is organized and highly-detailed, our office has nevertheless received numerous questions about the intent and impact of this addendum.

The primary impetus for the addendum to the Master Agreement is the issuance of FEMA Policy RP9523.6 entitled "Mutual Aid Agreements for Public Assistance and Fire Management Assistance." This policy was deemed applicable to all emergencies and major disasters declared by FEMA on or after October 27, 2012, until rescinded or superseded prior to November 10, 2015. The stated objective

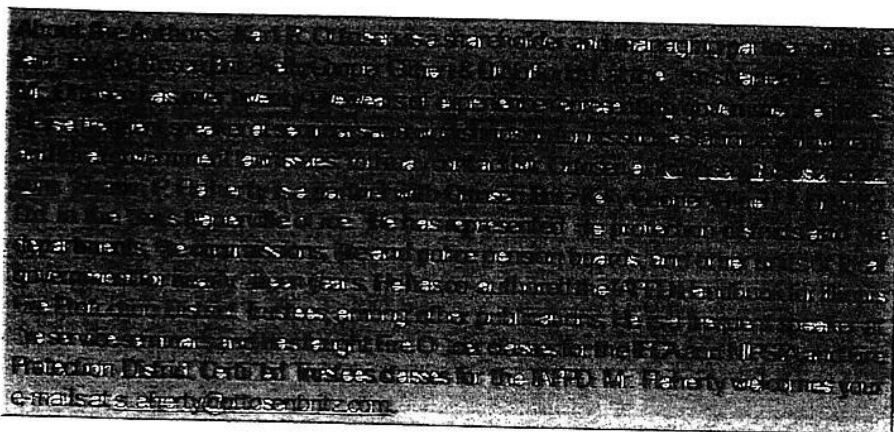
of Policy RP9523.6 is to "reimburse eligible applicants for work performed by other entities through mutual aid agreements" as long as the expenses are "directly related to a Presidentially-declared major disaster, emergency or fire; incurred in the performance of eligible work; and reasonable." The addendum process took more than a year to plan, design, draft, and edit. Our firm, as MABAS legal counsel, sought input and direction from FEMA to craft the addendum in such a way to meet the intent of Policy RP9523.6 and the rigorous federal disaster reimbursement requirements it imposes.

FEMA openly encourages parties to have written mutual aid agreements in place prior to a declaration of disaster, and it further encourages parties to address the subject of reimbursement in these agreements. It is clear that FEMA now expressly conditions its reimbursement on the terms set forth in the underlying mutual aid agreement. Until now, the MABAS Master Agreement has lacked specific language allowing for reimbursement of any eligible costs. MABAS has always provided for day-to-day mutual aid without charge, but where third parties were charged for services,

a proportional payment was made to all participating members. In federally-declared disasters, reimbursement is sought for all responding agencies for in-state events. If responding to out-of-state disasters, members are serving as state assets and receive reimbursement at 100% of eligible costs from the state.

Because of FEMA Policy RP9523.6, without a provision for reimbursement following an initial period of unpaid assistance (eight consecutive hours), municipalities and fire protection districts face a probable denial of FEMA disaster reimbursement. Any member agency who fails to execute the ordinance adopting the MABAS Master Agreement addendum will likely be denied FEMA reimbursement for any response to an incident involving a Presidential declaration of disaster.

The MABAS addendum makes clear that it is the intent that day-to-day mutual aid should remain free and that neighboring jurisdictions should not bill each other for routine mutual aid. The addendum provides a mechanism whereby an aiding unit may seek reimbursement from a stricken unit under tightly-prescribed circumstances. The amounts assessed only start after eight consecutive hours of mutual aid and cannot exceed the "usual and customary" charges for personnel costs pursuant to a collective bargaining agreement, benefit ordinance or compensation policy, and they cannot exceed the amount of fees permitted to be assessed under Illinois law. The amounts payable are to include only the non-routine costs meant to make an aiding unit whole. Specifically, this provision is only designed to cover those costs that an aiding fire department



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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 Mayor/President and Council/Board of the City of Shawneetown
Gallatin County, Illinois as follows:

SECTION ONE: That the Mayor/ President and the Clerk/Secretary 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.

ADOPTED this 14th day of December, 2015, by a roll call vote as follows:

AYES: June Rushing, Brandon Vickery, Lisa Smith, Garry Jones

NAYS: 0

ABSENT: 2 Steve Wood, Michael Blain



Mayor/President

ATTEST:



Clerk/Secretary