

**ORDINANCE NO. 2016-O-001**

**AN ORDINANCE AUTHORIZING THE FIRST ADDENDUM  
TO THE MUTUAL AID BOX ALARM SYSTEM MASTER AGREEMENT**

**WHEREAS**, the Tri-State Fire Protection District (the "District"), DuPage County, Illinois, is a fire protection district duly incorporated under the laws of the State of Illinois, including the Illinois Fire Protection District Act (the "Act", 70 ILCS 705/0.01 et seq.); and

**WHEREAS**, the Board of Trustees of the District (the "Board") has full power pursuant to Section 6 of the Act (70 ILCS 705/6), to pass all necessary ordinances, and rules and regulations for the proper management and conduct of the business of the Board for carrying into effect the objects for which the District was formed; and

**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 approved by the governing bodies 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 Board finds and determines that it is the best interest of the residents and businesses of the District to execute the First Addendum to the Mutual Aid Box Alarm System Master Agreement to secure 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 Board of Trustees of the Tri-State Fire Protection District, DuPage County, Illinois, as follows:

**Section One:** The First Addendum to the MABAS Master Agreement attached as EXHIBIT "A" is hereby approved.

**Section Two:** The District President and Secretary are hereby authorized and directed to execute the First Addendum to the MABAS Master Agreement attached as Exhibit "A."

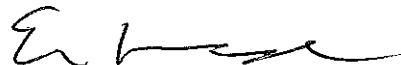
**Section Three:** That this Ordinance shall be in full force and effect from and after its passage and approval.


**ADOPTED** this 25<sup>th</sup> day of January, 2016, by the following roll call vote:

AYES: 3

NAYS: 0

ABSENT: 0

  
Eric Habercoss, President, Board of Trustees  
Tri-State Fire Protection District

ATTEST  
  
Bob Jewell, Secretary, Board of Trustees  
Tri-State Fire Protection District

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**EXHIBIT A**

**First Addendum to the MABAS Master Agreement  
[attached following]**

## **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:

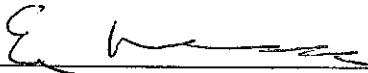
1. The amount of charges assessed by an Aiding Unit to a Stricken Unit may not exceed the amount necessary to make the Aiding Unit whole and should only include costs that are non-routine in nature.
2. The Aiding Unit must assess no more the "usual and customary" charges for personnel costs pursuant 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.

Tri-State FPD  
Political Entity/Agency

  
President/Mayor Signature

1-25-2016  
Date

**ATTEST:**  
  
Clerk/Secretary Signature

MABAS DIVISION: 10

STATE OF ILLINOIS  
DUPAGE COUNTY

)  
)  
)      SS

**SECRETARY'S CERTIFICATE**

I, Bob Jewell, the duly qualified and acting Secretary of the Board of Trustees of the Tri-State Fire Protection District, DuPage County, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of the Ordinance entitled:

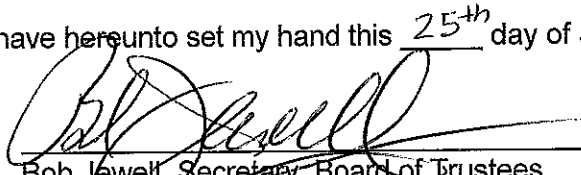
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which Ordinance was duly adopted by said Board of Trustees at a special meeting held on the 25<sup>th</sup> day of January, 2016.

I do further certify that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 25<sup>th</sup> day of January, 2016.



Bob Jewell, Secretary, Board of Trustees  
Tri-State Fire Protection District