

VILLAGE OF BURNHAM

ORDINANCE NO. 2014-O-009

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

WHEREAS, the Village of Burnham, Cook County, Illinois (the “Village”) has elected by referendum on March 11, 1980 to become a home rule unit, and, accordingly, pursuant to the provisions of the Constitution of the State of Illinois of 1970, particularly, Article VII, Section 6(a) thereof, the Village is a home rule unit; and

WHEREAS, pursuant to the powers of a home rule unit set forth in Article VII, Section 6(a) of the Constitution of the State of Illinois of 1970, the Village may exercise any power and perform any function pertaining to its government and affairs including, but not limited to the power to regulate for the protection of the public health, safety, morals and welfare; to license; to tax; and to incur debt; 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 preform 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 President (Mayor) and Board of Trustees of the Village of Burnham, Cook County, Illinois have determined that it is in the best interest 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 any emergency or disaster.

BE IT ORDAINED by the President (Mayor) and Board of Trustees of the Village of Burnham, Cook County, Illinois, in the exercise of its home rule power, as follows:

Section 1. The Corporate Authorities of the Village hereby find that all the recitals contained in the preambles of this Ordinance are full, true and correct and do incorporate them into this Ordinance by this reference.

Section 2. The Village President (Mayor) and Village 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 3. All Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are, to the extent of such conflict, hereby repealed.

Section 4. If any section, subsection, paragraph, sentence, clause, or phrase of this Ordinance or the application thereto any person or circumstance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such decision shall not affect the validity of the remaining sections, subsections paragraphs, sentences, clauses, or phrases of this Ordinance or the application of such portion to other persons or circumstances but they shall remain in effect, it

being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any portion.

Section 5. This Ordinance shall be in full force and effect after its passage, approval and publication according to law.

Section 6. This Ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such Ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or, (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the Corporate Authorities of the Village of Burnham that to the extent that the terms of this Ordinance should be inconsistent with any non-preemptive state law, that this Ordinance should supersede state law in that regard within its jurisdiction.

Section 7. This Ordinance shall be published in pamphlet form by the authority of the Village President (Mayor) and Board of Trustees of the Village of Burnham, Cook County, Illinois.

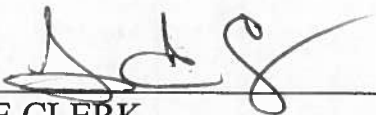
PASSED by the President (Mayor) and Board of Trustees of the Village of Burnham, Cook County, Illinois, this 9th day of December, 2014.

ROLL CALL VOTE:

AYES: TRUSTEE JOHN CAP, REYNALDO ESPINO, GRACE GARCIA,
CARMELL RICHARDSON, BRENDA GREER AND TRAVIS CLAYBROOKS

NAYS: NONE

ABSENT: NONE



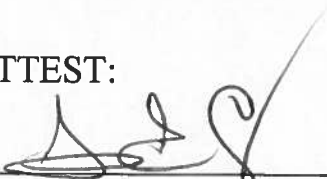
VILLAGE CLERK

APPROVED by me this 9th day of December, 2014.



VILLAGE PRESIDENT (MAYOR)

ATTEST:




VILLAGE CLERK

(SEAL)

Recorded in Village Records: December 10, 2014

Published in pamphlet form by authority of the Village President (Mayor) and Board of Trustees of the Village of Burnham, Cook County, Illinois on December 10, 2014.

ATTEST:



VILLAGE 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

Robert E. De
President / Mayor

12/12/14
Date

ATTEST:
[Signature]
Clerk / Secretary

MABAS DIVISION: _____

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM


I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Burnham, Cook County, Illinois, (the "Village"), and as such official, I am the keeper of the official journal of proceedings, books, records, papers, minutes, entries, documents, resolutions, ordinances, and files of the Village and of the Village President and Board of Trustees, (the "Corporate Authorities"), thereof.

I do further certify that on the 10th day of December, 2014, there was published in pamphlet form, by authority of the Corporate Authorities of the Village, a true, correct, and complete copy of ORDINANCE NO. 2014-O-009 of the Village entitled:

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

and that said Ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number, at my office as Village Clerk located in the Village.

IN WITNESS WHEREOF, I have affixed hereunto my official signature as
Village Clerk of the Village and the seal of the Village this 10th day of December,
2014.



LUS E. CHAVEZ
Village Clerk

(SEAL)