

CHAPTER 30

PUBLIC SAFETY

ARTICLE I – CIVIL EMERGENCY

30-1-1 **DEFINITIONS.**

(A) A "**CIVIL EMERGENCY**" is hereby defined to be:

- (1) A "**riot or unlawful assembly**" characterized by the use of actual force or violence or any power to execute by **three (3)** or more persons acting together without authority of law; or
- (2) Any "**natural disaster**" or "**man-made calamity**," including flood, conflagration, cyclone, tornado, earthquake, or explosion within the corporate limits of the City, resulting in the death or injury of persons or the destruction of property to such an extent that extraordinary measures must be taken to protect the public health, safety and welfare.

(B) "**CURFEW**" is hereby defined as a prohibition against any person or persons walking, running, loitering, standing or motoring upon any alley, street, highway, public property or vacant premises within the corporate limits of the City, excepting officials of any governmental unit and persons officially designated to duty with reference to the civil emergency.

30-1-2 **DECLARATION OF EMERGENCY.** Whenever an emergency as defined in **Section 30-1-1** exists, the Mayor shall declare the existence by means of a written declaration, setting forth the facts which constitute the emergency.

30-1-3 **CURFEW.** After proclamation of a civil emergency by the Mayor, he may order a general curfew applicable to such geographical areas of the City or to the City as a whole, as he deems advisable, and applicable during such hours of the day or night as he deems necessary in the interest of the public safety and welfare.

30-1-4 **AUTHORITY OF MAYOR TO ISSUE ORDERS.** After the proclamation of a civil emergency, the Mayor may also, in the interests of public safety and welfare, make any or all of the following orders:

(A) Order the closing of all retail liquor stores, including taverns and private clubs or portions thereof wherein the consumption of intoxicating liquor and beer is permitted.

(B) Order the discontinuance of the sale of alcoholic liquor by any wholesaler or retailer.

(C) Order the discontinuance of selling, distributing, or giving away of gasoline or other liquid flammable or combustible products in any container other than a gasoline tank properly affixed to a motor vehicle.

(D) Order the discontinuance of selling, distributing, dispensing or giving away of any firearms or ammunition of any character whatsoever.

(E) Issue such other orders as are imminently necessary for the protection of life and property.

30-1-5 **EFFECTIVENESS.** The proclamation herein authorized shall be effective for a period of **forty-eight (48) hours** unless sooner terminated by a proclamation of the Mayor indicating that the civil emergency no longer exists. The Mayor shall have the power to reproclaim the existence of a civil emergency at the end of each **forty-eight (48) hour** period during the time the civil emergency exists.

30-1-6 **NOTIFICATION.** Upon issuing the proclamation herein authorized, the Mayor shall notify the news media situated within the City and shall cause **two (2) copies** of the proclamation declaring the existence of the emergency to be posted at the following places within the City:

(A) The City Hall.

(B) The Post Office.

ARTICLE II - POLICE DEPARTMENT

DIVISION I - ESTABLISHED

30-2-1 **GENERAL ORGANIZATION.** The Police Department of the City is hereby established under the City Code.

(A) The Mayor shall appoint a public health and safety committee from the City Council membership consisting of **five (5) members**, with such committee recommending policies and procedures of the Police Department in connection with the Chief of Police to the City Council and Mayor. **(Ord. No. 1235; 08-02-10)**

(B) The Chief of Police shall be appointed by the Mayor, by and with the advice and consent of the City Council.

(C) With recommendation by the Chief of Police, all subordinate officers shall be appointed by the Mayor, by and with the advice and consent of the City Council.

(D) The sworn personnel can consist of the following: Chief of Police, (who shall hold the traditional rank of Colonel), Assistant or Deputy Chief of Police, (who shall hold the rank of Lieutenant Colonel or Captain), Captain(s), Sergeant(s), Detective(s), Full-Time Patrolmen, Part-Time Patrolmen. The Mayor maintains the right to establish, set or otherwise enumerate the staffing level of the Police Department for both sworn and non-sworn personnel, by and with the advice and consent of the City Council. In addition, there shall be Auxiliary Officer(s), who are not member(s) of the regular Police Department. An Auxiliary Officer, under the direction and control of the Chief of Police, shall have the duties as specified in **Chapter 65, Section 5/3-6-5 of the Illinois Compiled Statutes**, as amended.

An Auxiliary Officer shall be employed part-time only when there is need of special security or police assistance, such as but not limited to picnics, common disasters, dances and athletic events, or when there is need of additional traffic control. **(Ord. No. 1191; 08-04-08)**

Part-time officers may be appointed, disciplined or discharged in accordance with applicable provisions of this Chapter. A part-time officer must meet the following qualifications:

- Be of good moral character, of temperate habits, of sound health, and physically and mentally able to perform assigned duties.
- Be at least **twenty-one (21) years** of age.
- Pass a medical examination.
- Possess a high school diploma or GED certificate.
- Possess a valid State of Illinois driver's license.
- Possess no prior felony convictions.
- Any individual who has served in the U.S. military must have been honorably discharged.

Part-time officers shall be members of the regular police department, except for pension purposes. Part-time officers shall not be assigned under any circumstances to supervise or direct full time officers of the police department. Part-time officers shall not be used as permanent replacements for full time officers and the number of hours a part-time officer may work within a calendar year is restricted. Part-time officers shall be trained according to **Section 30-2-2**, the Illinois Police Training Act (**50 ILCS 705/1 et seq.**), the rules and requirements of the Illinois Law Enforcement Training Standards Board and any other applicable statutes. A part-time officer not trained and certified shall be directly supervised until trained and certified. **(Ord. No 1280; 07-02-12)**

30-2-2 TRAINING.

(A) **General.** The corporate authorities, through the Police Department, have an obligation to provide a professional standard of law enforcement to the community. The Chief of Police with the approval of the City Council and Mayor shall schedule training sessions and seminars for full-time officers. Each full-time officer shall attend each training session as scheduled. Each full-time officer may receive up to **eighty (80) hours** of compensated training per fiscal year. Compensation for attending schools and seminars may be earned in compensatory time, the maximum of which shall be **eighty (80) hours** in any fiscal year. **(Ord. No. 772; 02-07-94)**

30-2-3 HOURS.

(A) **Hours of Work.** A work week is defined as a regularly recurring period of **one hundred sixty-eight (168) hours** consisting of **seven (7) consecutive twenty-four (24) hour** periods. A work period shall consist of **twenty-eight (28) consecutive calendar days**. The Chief of Police is authorized to establish a work schedule for the Red Bud Police Officers consistent with **Chapter 29 USCS ¶207(k)**, as amended from time to time as same applies to law enforcement activities. The Chief of Police shall be authorized to establish a work schedule for the

Red Bud Police Officers which may include **twelve (12) hours** of work per day prior to any overtime being paid with the officers working **three (3) consecutive days** and being off **three (3) consecutive days**. Any officer working more than **twelve (12) hours** per day, provided such additional time has been approved by the Chief of Police, shall receive overtime pay or compensatory time.

(CAVEAT: As the position of a Police Officer often requires not being able to readily be relieved at the end of the established work period, it shall be noted that the above stated scheduled hours are not always possible.) (Ord. No. 854; 06-03-96)

(B) **Scheduling of Overtime.** Subject to operational necessities, the Chief of Police shall offer overtime to officers as follows: Initially the most senior officer will be offered overtime. Thereafter overtime will be tracked by overtime hours worked and overtime hours refused which will be totaled. Additional overtime will be offered to the Officer with the least amount of total overtime hours. Where no volunteers are available for overtime, the Chief of Police shall assign the overtime to the Officer with the least amount. Compensation will be in accordance to the guide lines as established by the City.

(C) **Call Out.** Due to the size of the Police Department each Officer must realize he can be called back to work outside his regularly scheduled shift or on his scheduled days off. Overtime compensation shall be pursuant to **Section 30-2-3(A)**.

(D) **Rest Period.** Officers shall be entitled to a noncumulative rest period not to exceed **fifteen (15) minutes** during both the first half and the second half of the workday. Such rest periods may be taken except during operational needs. Such rest periods shall not be utilized to extend authorized meal periods.

(E) **Meal Period.** Officers are entitled to a meal period not to exceed more than **thirty (30) consecutive minutes** per shift. Such meal periods may be taken except due to operational needs.

(F) **Request for Officers.** If there is a request for additional security, assistance, traffic direction or the like, and if the Chief of Police, in his discretion, deems that additional personnel is needed, he may assign additional sworn personnel as follows in the order listed:

- (1) Auxiliary Officer(s), if qualified for the duty;
- (2) Part-Time Officer(s), if Auxiliary Officer(s) is/are not qualified for the duty or if insufficient Auxiliary Officer(s) is/are available; and
- (3) Full-Time Officer(s) if Auxiliary Officer(s) is/are not qualified for duty or if insufficient Auxiliary and Part-Time officers are available for duty.

(Ord. No. 737; 9-14-92)

(G) **Pay of Additional Officer(s).** Any business organization or person which requests an additional Officer(s) shall pay the City for such service according to the following schedule:

- (1) Each officer's current pay rate (including overtime pay if applicable); and
- (2) Taxes and fringe benefits paid by the City as a result of the officer or officers performing such duty for the business, organization or person requesting it. **(Ord. No. 737; 9-14-92)**

DIVISION II - ADMINISTRATION

30-2-4 CODE OF CONDUCT. The Code of Conduct is required to be followed by all members of the Department. The Code of Conduct is established to assure integrity and service to the public in a fair and efficient manner.

Violations of any codes are grounds for disciplinary action, including discharge. The Code of Conduct is not all inclusive and disciplinary action may result from other instances not listed below.

The following acts may result in disciplinary action including discharge:

- (A) Conviction of any felony or misdemeanor.
- (B) Any conduct or action taken to use the employee's official position for personal gain, favor, or influence.
- (C) Failure to obey any lawful order, written or oral, given by a superior officer or mayor.
- (D) Insubordination.
- (E) Incompetency or inefficiency in the performance of a duty, or inattention to duty.
- (F) Disrespect to, or maltreatment of any person, including but not limited to harassment between a supervisor and any subordinate employee of the Police Department.
- (G) Misuse or abuse of any City working time for any reason other than performing the employee's assigned duties.
- (H) Failure to wear the prescribed uniform, unless given express permission by the Chief of Police.
- (I) Making a false report, written or oral, including all applications, timekeeping records, or information regarding employment.
- (J) Drinking any alcoholic beverage during working hours or while in uniform. Reporting for work under the influence of alcohol or non-prescribed/illegal drugs.
- (K) The use, manufacture, possession, control, sale, administration or dispensing of any compound of narcotic drugs or any narcotic drugs as defined by the Controlled Substance Act. The possession of any prescribed drug, while on duty, shall be in its original container with the proper label attached.
- (L) Absenteeism, or tardiness, including leaving your assignment before the end of your assigned shift or extending authorized meal periods and authorized work breaks.
- (M) Participating in any political campaigning or activity (not including voting) while on duty or while in uniform, including but not limited to selling tickets, advertisements, chances, or the collecting of any monies, gifts, or other items of value for political purposes. No officer shall use his position to influence any political campaign. Any officer, however, when off duty may support political candidates and/or issues of his choice as long as the officer's position with the City is not used to influence support.

(N) Soliciting or accepting any gratuity, gift, present, reward or other item of value in return for performance, or lack of performance, of an employee's official duties.

(O) Participating in, encouraging the participation of others in, or otherwise supporting any work strike, work slowdown or other concerted action against the Police Department.

(P) Providing unauthorized assistance to any person using services provided by the Police Department.

(Q) The misuse, abuse or conversion of any City property.

(R) Any theft or embezzlement from the City. Any theft from any citizen.

(S) Violation of the Illinois Vehicle Code or the City Ordinances pertaining to the operation of motor vehicles while on duty.

(T) Accepting out-of-department employment which interferes with his duties including overtime requests per **Section 30-2-3(B)**.

(U) Falsifying or compromising competitive examinations for hiring or advancement by an applicant or employee.

(V) Knowingly permitting another person or employee to use the Police Department's official badge(s), uniform(s), vehicle(s), or other identification.

(W) Not conducting oneself in a courteous and professional manner while on duty.

(X) Failure to establish and maintain a working knowledge of laws, policies and procedures, rules and regulations, general and special orders.

(Y) Failure to comply with this Code or any part thereof.

30-2-5 - 30-2-6 RESERVED.

30-2-7 DISCIPLINARY ACTION.

(A) The Chief of Police may discipline any officer in his department for violations of the Police Policies, Procedures, Directives, General and Special Orders in accordance with the "Uniform Peace Officers' Disciplinary Act", P.A. 83-981, certified and effective **December 9, 1983** as specified in **Chapter 50, Section 725/1 of the Illinois Compiled Statutes**, as amended.

(B) The Chief of Police powers of discipline consists of the following:

- (1) Verbal reprimand
- (2) Written reprimand
- (3) Suspension with pay

(C) Any officer may be suspended without pay if such action is deemed necessary by the Mayor. In suspending an officer without pay the Mayor shall follow the procedures listed for removal of officers under **Section 1-2-47** of this Code.

(D) Any officer may be removed from office if such action is deemed necessary by the Mayor provided the Mayor follows the procedures set forth in **Section 1-2-47**.

30-2-8 RESERVED.

DIVISION III - VEHICLES

30-2-9 CARE AND USE OF SQUAD CARS.

(A) Police officers may use their assigned squadcars for personal use only within the City limits. Members of the immediate family (wife, children, or anyone residing and dependent upon the officer's income) may be transported in the squad cars. If the privilege is abused, the officer may be immediately reprimanded by the Chief of Police.

(B) The care and use of vehicles (squad cars) shall be pursuant to general orders and/or directives as established by the Chief of Police from time to time.

30-2-10 CALLS FOR SERVICE. The purpose of this policy is to prevent accidents which could result in property damage, personal injuries, or death to the general public or an officer.

(A) Calls for service shall be acknowledged as provided by law and as established by the Chief of Police in his policies, general and/or special orders, rules and regulations.

30-2-11 PURSUIITS. The purpose of this policy is to prevent accidents, personal injuries, or deaths to the general public or an officer.

(A) Pursuits shall be acknowledged as provided by law. These procedures will be published and amended from time to time by the Chief of Police in his policies, general and/or special orders, rules and regulations.

30-2-12 **ROADBLOCK PROCEDURES.** Definition: A roadblock is defined as a deliberate obstruction of traffic by physical means at one or more selected points of a roadway, for the specific purpose of checking persons or vehicles using the roadway.

(A) Roadblock procedures shall be as provided by law. These procedures will be published and amended from time to time by the Chief of Police in his policies, general and/or special orders, rules and regulations.

30-2-13 **MOBILE MAINTENANCE (CARBON BUILD-UP).**

(A) For reasons of carbon build-up in the squad car's engine, officers are permitted to leave the City limits to loosen the carbon build-up.

(B) The distance of travel is not to be excessive and such function is not to occur but once each shift. The Chief of Police may issue a directive(s) regarding the boundaries.

30-2-14 **RESERVED.**

DIVISION IV - OFFICE OF CHIEF OF POLICE

30-2-15 **POSITION DESCRIPTION.** The Chief of Police is under the supervision of and responsible to the Mayor for the management, administration and supervision of the established Police Department. He shall:

(A) Have budgetary input to the City Council; recommend and propose needed staffing, equipment, supplies and operational needs; plan, develop, supervise and enforce policies, procedures, general orders, special and administrative orders, and directives for the purpose of maintaining control of the Police Department.

(B) Be responsible for the enforcement of laws; maintain records and reports; discharge the duties of the Office.

(C) Maintain discipline within the department; conduct investigations into allegations of employee wrongdoings; recommend disciplinary action, which may result in loss of compensation or discharge, to the Mayor; establish work assignments; assign personnel to work assignments.

(D) Grant requested time off for Departmental employees; perform employee evaluations.

(E) Establish the proper uniform of the department.

(F) Other duties as assigned as long as they are pertinent to the enumerated duties listed above.

30-2-16 **AUTHORITY.**

(A) The Chief-of Police is given all authority according to law and pertinent policies to operate the City Police Department subject to the supervision and directives of the Mayor. **(Ord. No. 1327; 07-07-14)**

(B) The Chief of Police has the lawful responsibility to manage, direct, oversee or otherwise maintain the Department subject to the supervision and directives of the Mayor. **(Ord. No. 1327; 07-07-14)**

(C) The Chief of Police will be held accountable for the operation of the Department.

30-2-17 **RESIDENCY.** The Chief of Police shall, as a condition of employment with the City, reside within the City limits of the City of Red Bud, Illinois during the course of their employment. The Chief of Police shall have a period of **one (1) year** from their date of hire to reside within the City limits of the City of Red Bud, Illinois. **(Ord. No. 1302; 05-06-13)**

DIVISION V - JOB DUTIES

30-2-18 **POLICE OFFICERS.** A police officer acts as an official representative of government who is required and trusted to work within the law. The officer's powers and duties are conferred by statute. He performs work relating to the safety and protection to the City and its citizens, including the following:

(A) Makes rounds of inspections checking for violations of the laws governing the behavior of people. When necessary, cites such violations and/or violators.

(B) Enforces vehicle laws on assigned shift, cites violators.

(C) May assist other police agencies and the Fire Department upon request. May assist other police agencies outside the jurisdiction upon request and pursuant to the Mutual Aid Agreement.

(D) Testifies in court when so directed.

(E) May inspect windows, doors or other potential points of illegal entry of business establishments during non-business hours and, upon specific request, residences of vacationers.

(F) Conducts investigations and writes reports of same.

(G) Performs other duties as assigned or required as long as they pertain to the job function of a Police Officer.

(H) Conforms to the prevailing rules, regulations, policies, procedures, departmental directives, general orders, special orders and any other orders either written or verbal. **(Ord. No. 1191; 08-04-08)**

30-2-18.1 **DETECTIVE.** A detective is a police officer. He performs work relating to the safety and protection to the City and its citizens, including the following:

(A) At the direction of the Chief of Police, conducts investigations of a more complex nature and which require a substantial time commitment.

(B) Works a **five (5) day, eight (8) hour** work scheduled, serves as a patrol officer when not assigned to an investigation and his/her work hours are determined by the Chief of Police.

(C) Performs all the duties of a police officer outlined in **Section 30-2-18** duties as assigned or required as long as they pertain to the job function of a police officer.

(D) Conforms to the prevailing rules, regulations, policies, procedures, departmental directives, general orders, special orders and any other orders either written or verbal. **(Ord. No. 1191; 08-04-08)**

DIVISION VI - COMMUNICATIONS

30-2-19 **RADIO PROCEDURES.** The following radio procedures are established:

(A) The two-way radios of the Department shall be used in a courteous and professional manner. There shall be no cursing or swearing on any radio.

(B) The Chief of Police shall issue general orders, and/or directives from time to time regarding the use, care and operational procedures for communications.

DIVISION VII - CLOTHING

30-2-20 **UNIFORMS.** In recognition of the fact the Police Officers provide a deterrent value and command control and respect when necessary to regulate behavior, and acknowledging that uniformed Police Officers provide an identity and add visibility to the protection of the City, it is required that during duty hours Police Officers are to wear the uniform as approved by the Chief of Police.

(A) Each Officer is responsible for the cleanliness of his uniforms. The Police Department will incur the charges for the dry cleaning of trousers, jackets, ties.

(B) Each officer shall wear the uniform as directed by the Chief of Police by his general orders, special orders and/or directives. The official uniform is at the Department's expense.

(C) Uniforms that become damaged during the performance of official duties, or become worn through normal use, shall be replaced at the City's expense.

(D) Uniforms that become damaged in any other manner will be replaced at the officer's expense.

30-2-21 **RESERVED.**

30-2-22 **SIDEARMS.**

(A) Officers shall carry only those sidearms as approved by the Chief of Police in his policies, general and/or special orders, rules and regulations.

(B) Each officer shall pay for his own sidearm.

30-2-23 **CARE OF EQUIPMENT.** Each officer is responsible for the care of his own equipment, etc., leather, holster, handcuffs, cases/holders. These items are to be purchased by the officer who may choose any personally preferred style that is approved by the Chief of Police.

30-2-24 **OWNERSHIP OF CITY PROPERTY.**

(A) All items issued to the Officer by the Department, excepting reimbursed sidearms, are the sole property of the City.

(B) Upon termination of employment, said property reverts back to the City and shall be returned within **three (3) calendar days** of such.

(C) Failure to comply, could result in the cost of said items being deducted from the Officer's final payroll check or criminal prosecution.

(D) All items issued or assigned to an officer by the Department and any desk, locker, file cabinet, and other such items, containers, cases that are assigned to an officer are the property of the Department. Such items are subject to periodical inspections. Officers who choose to secure such items shall provide the Chief of Police with a duplicate key.

30-2-25 **PERSONAL GROOMING.**

(A) Officers shall maintain a clean and neat appearance to the public while in uniform.

(B) Hair and facial hair shall be kept reasonably short and groomed.

30-2-26 - 30-2-27 **RESERVED.**

DIVISION VIII - MISCELLANEOUS

30-2-28 **USE OF TELEPHONE.** Telephone lines that are the property of the City shall not be utilized for personal toll calls. Personal calls of any type shall be minimal.

30-2-29 **GEOGRAPHICAL AREAS OF PATROL.** The geographical areas of patrol shall be within the City limits. Officers must be aware that his statutory powers of arrest are wholly within the City or on City-owned property.

30-2-30 **OPERATIONAL NEEDS.** Due to operational needs, the Chief of Police has the authority to deny time off requests. Likewise, the Chief of Police has the authority to amend any work schedule due to operational needs.

30-2-31 **MEDIA RELATIONS.** Releases to the news media shall be through the Office of the Chief of Police.

30-2-32 **WARNING SHOTS.** Warning shots are not allowed.

30-2-33 **USE OF DEADLY FORCE.** Deadly force shall not be used except in accordance with the **Illinois Compiled Statutes, Chapter 720, Section 5/7-5**, as amended.

30-2-34 **RESIDENCY.** All full-time police officers are required to live within the Red Bud City Limits within **six (6) months** after successfully completing his or her probationary period. **(Ord. No. 1110; 11-07-05)**

DIVISION IX - ARRESTS

30-2-35 **PROCEDURES.** Procedures for arrests will be as provided by law. These procedures will be published and amended from time to time by the Chief of Police in his policies, general and/or special orders, rules and regulations.

DIVISION X - MUTUAL AID

30-2-36 **MUTUAL AID CONTRACT.** The Police Department, with the approval of the City Council, may enter into an agreement to provide police protection to neighboring municipalities. **(See Appendix "A")**

DIVISION XI - INTERPRETATION

30-2-37 INTERPRETATION. As used herein, the singular shall mean the plural and the form of the pronoun shall be interchangeable, all as the context dictates. **(Ord. No. 737; 9-14-92)**

NOTE: This copy shall be maintained in the employee's personnel file.

I, _____, acknowledge by my signature that I fully understand the Policies, Procedures, General orders, Special orders and Directives of the Red Bud, Illinois Police Department and am aware that my violation of said Policies, Procedures, General orders, Special orders and Directives can result in disciplinary action towards me, including discharge.

Signature of Officer

Date

Witness

Date

ARTICLE III

**EMERGENCY SERVICES AND DISASTER AGENCY
(ESDA)**

30-3-1 **ESTABLISHMENT.** There is hereby created the City ESDA to prevent, minimize, repair and alleviate injury or damage resulting from disaster caused by enemy attack, sabotage, or other hostile action, or from natural or man-made disaster, in accordance with "**The Illinois Emergency Services and Disaster Act of 1975**".

This ESDA shall consist of the Coordinator and such additional members as may be selected by the Coordinator.

30-3-2 **COORDINATOR.** The Coordinator of the City ESDA shall be appointed by the Mayor and shall serve until removed by the same. The Coordinator shall have direct responsibility for the organization, administration, training, and operation of the ESDA, subject to the direction and control of the Mayor, as provided by statute.

In the event of the absence, resignation, death, or inability to serve as the Coordinator, the Mayor, or any person designated by him shall be and act as Coordinator until a new appointment is made as provided in this Code.

30-3-3 **FUNCTIONS.** The ESDA shall perform such ESDA functions within the City as shall be prescribed in and by the State ESDA plan and program prepared by the Governor, and such orders, rules and regulations as may be promulgated by the Governor, and in addition, shall perform such duties outside the corporate limits as may be required pursuant to any Mutual Aid Agreement with any other political subdivision, municipality, or quasi-municipality entered into as provided in "**The State ESDA Act of 1975**".

30-3-4 **SERVICE AS MOBILE SUPPORT TEAM.** All or any members of the ESDA organization may be designated as members of a Mobile Support Team created by the director of the State ESDA as provided by law.

The leader of such Mobile Support Team shall be designated by the Coordinator of the ESDA organization.

Any member of a Mobile Support Team who is a City employee or officer while serving on call to duty by the Governor, or the State Director, shall receive the compensation and have the powers, duties, rights, and immunities incident to such employment or office. Any such member who is not a paid officer or employee of the City while so serving, shall receive from the State reasonable compensation as provided by law.

30-3-5 AGREEMENTS WITH OTHER POLITICAL SUBDIVISIONS.

The Coordinator of ESDA may negotiate Mutual Aid Agreements with other municipalities or political subdivisions of the State, but no such agreement shall be effective until it has been approved by the Mayor.

30-3-6 EMERGENCY ACTION. If the Governor proclaims a disaster emergency exists in the event of actual enemy attack upon the United States or the occurrence within the State of Illinois of a major disaster resulting from enemy sabotage or other hostile action, or from man-made or natural disaster, it shall be the duty of the ESDA to cooperate fully with the State ESDA and with the Governor in the exercise of emergency powers as provided by law.

30-3-7 COMPENSATION. Members of the ESDA who are paid employees or officers of the City, if called for training by the State Director of ESDA, shall receive for the time spent in such training the same rate of pay as is attached to the position held. Members who are not such City employees or officers shall receive for such training time such compensation as may be established by the Mayor.

30-3-8 REIMBURSEMENT BY STATE. The State Treasurer may receive and allocate to the appropriate fund, any reimbursement by the State to the City for expenses incident to training members of the ESDA as prescribed by the State Director of ESDA, compensation for services and expenses of members of a Mobile Support Team while serving outside the City in response to a call by the Governor or State Director of ESDA, as provided by law, and any other reimbursement made by the State incident to ESDA activities, as provided by law.

30-3-9 PURCHASES AND EXPENDITURES. The Mayor may, on recommendation of the City Coordinator of ESDA, authorize any purchase of contracts necessary to place the City in a position to combat effectively any disaster resulting from the explosion of any nuclear or other bomb or missile, and to protect the public health and safety, protect property, and provide emergency assistance to victims in the case of such disaster, or from man-made or natural disaster.

In the event of enemy caused or other disaster, the City Coordinator of ESDA is authorized on behalf of the City to procure such services, supplies, equipment or material as may be necessary for such purposes, in view of the exigency without regard to the statutory procedures or formalities normally prescribed by law pertaining to City contracts or obligations, as authorized by

"The State ESDA Act of 1975", provided that if the Mayor meets at such time, he shall act subject to the directions and restrictions imposed by that body.

30-3-10 OATH. Every person appointed to serve in any capacity in the City ESDA organization shall, before entering upon his duties, subscribe to the following oath, which shall be filed with the Coordinator:

I, _____, do solemnly swear (or affirm) that I will support and defend and bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of Illinois, and the territory, institutions, and facilities thereof, both public and private, against all enemies, foreign and domestic; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter. And I do further swear (or affirm) that I do not advocate, nor am I, nor have I been a member of any political party or organization that advocates the overthrow of the government of the United States or of this State by force or violence; and that during such time as I am affiliated with the City of Red Bud ESDA Organization, I will not advocate nor become a member of any political party or organization that advocates the overthrow of the government of the United States or of this State by force or violence."

30-3-11 OFFICE. The Mayor is authorized to designate space in a City building or elsewhere as may be provided for by the Mayor and City Council for the City ESDA as its office.

30-3-12 TAX LEVY. The City Council may make an appropriation for ESDA purposes in the manner provided by law, and may levy in addition for ESDA purposes only, a tax not to exceed **Five Cents (5¢)** per **One Hundred Dollars (\$100.00)** of the assessed value of all taxable property in addition to all other taxes, as provided by **"The State ESDA Act of 1975"**, however, that amount collectable under such levy shall in no event exceed **Twenty-Five Cents (25¢)** per capita.

ARTICLE IV

FIRE DEPARTMENT

30-4-1 **ESTABLISHMENT.** There is hereby created and established a fire department, and shall be known and designated as the Red Bud Fire Co. No. 1 and have for its motto "To the Rescue". They shall be governed by this Article, the Constitution and Bylaws of the Red Bud Fire Co. No. 1.

30-4-2 **MEMBERS.** Inactive members are all persons who own or lease real estate in the City or reside in the City and pay their dues are described as inactive members. Active members are all persons subject to the fire call sheet and shall be governed by the Constitution and By-laws of the Red Bud Fire Company No. 1.

30-4-3 **OFFICERS.** An officer must be an active member to be elected and the election is held at the first meeting in January of every year of Red Bud Fire Co. No. 1.

Fire officers are: Chief, First Assistant, Second Assistant, Fire Captain and Fire Marshal.

Board officers are: President, Vice President, Secretary, and Treasurer.

Company officers are: When the fire officers and the board officers act together as one managing body, they will be referred to as company officers.

30-4-4 **INSTALLING NEW MEMBERS.** From time to time new members may need to be appointed in the manner provided by the Constitution of the Red Bud Fire Co. No. 1 and such membership shall not number less than **twenty (20) active members** and in case such number falls below **twenty (20)** and is not recruited up to such number within **thirty (30) days** the Mayor and City Council shall have the power to appoint enough members to fill out such required quota.

30-4-5 **SUPERVISION OVER DEPARTMENT AND EQUIPMENT.** It shall be the duty of the chief and his assistants to exercise control and supervision at all fires and events of the Fire Department. They shall be in charge of the care and maintenance of the fire house and all fire equipment of the Fire Department. The specific duties assigned to each Fire Officer is set out in the By-Laws of Red Bud Fire Company No. 1.

30-4-6 EMPLOYMENT COMPENSATIONS. The Fire Department of this City is hereby employed to man, equip, operate and control the fire apparatus of this City subject to all ordinances, rules and regulations, of the city council. Such fire company shall receive, as compensation for such services a sum deemed necessary to operate said company, as agreed to between the Fire Company Administration Board and the City Council. Such a sum shall not be less than the previous year amount. It shall be paid quarterly to the Treasurer of said company and distributed and disbursed by said company under its rules and regulation in such a manner to most efficiently operate the company. If any member of such Fire Company shall while in the performance of his duty receive any injury in going to, being at or returning from any fire such member will be entitled to any insurance benefit as provided by the City Council to the Fire Co. including but not limited to Workers Compensation and Volunteer Fireman's Accident Insurance.

30-4-7 RAZE BUILDINGS ETC. TO PREVENT SPREAD. The Fire Department shall take equipment as necessary to all fires and the Chief or officers in charge may, with the concurrence of the Mayor or in his absence of any **two (2) Aldermen** present, tear down and remove any buildings fence or other structure to prevent the spread of any fire and check its progress.

30-4-8 MUTUAL AID AND RURAL SERVICE. Red Bud Fire Company No. 1 provides fire protection to all persons living within the City limits of Red Bud, Illinois. It also provides service to those persons living outside the City limits and within the boundaries designated as the Red Bud Community Fire Co. Red Bud Community Fire Company has its own Board of Directors and takes care of its membership dues and other items of business. It establishes the boundaries of fire protection provided by Red Bud Fire Co. No. 1. Red Bud Fire Co. will extend beyond these boundaries and furnish services to neighboring communities on a mutual aid basis, when requested by the Fire Chief of the neighboring community.

30-4-9 AGREEMENT WITH RURAL FIRE COMPANY. Red Bud Fire Co. No. 1 and Red Bud Community Fire Co. have a working relationship and an agreement to share in the expenses of operating the Fire Department. Red Bud Community Fire Co. pays for **one-half (1/2)** of the monthly telephone bill for Red Bud Fire Co. No. 1. Red Bud Community Fire Company pays for **one-half (1/2)** of the maintenance expenses of jointly owned fire truck's which are known as Unit No. 1, Unit No. 4 and Unit No. 5. Red Bud Community Fire Co. is the sole owner of Unit No. 3. Red Bud Fire Co. No. 1 is sole owner of Unit No. 2. All fire units are housed in the same location. Red Bud Fire Co. No. 1 may use the equipment of Red Bud Community Fire Co. as needed. Red Bud Community Fire Co. does, from time to time and as funds are available, contribute money

toward the purchase of new equipment and supplies for Red Bud Fire Co. No. 1. These actions are taken during joint meetings of Company Officers of Red Bud Fire Co. No. 1 and the Board of Directors of Red Bud Community Fire Co.

30-4-10 AUTOMATIC ALARM SYSTEM. Any automatic alarm system or direct dialing system connected to the Fire Department communication system must meet the approval of the Fire Department Chief and City Council prior to being installed. Any person wishing to have one installed shall contact the Fire Chief or City Council and the determination of an adequate system will be made prior to it being installed in a home or business or other facility in the responding area.

30-4-11 MABAS AGREEMENT. The Mayor and the Clerk be and are hereby authorized to execute an Agreement for participation in the Mutual Aid Box Alarm System, a copy of said Agreement being attached hereto and being made a part thereof. **(See Appendix "A") (Ord. No. 1038; 09-15-03)**

30-4-12 MABAS BY-LAWS. The Mutual Aid Box Alarm System Executive Board By-Laws attached hereto and made a part hereof is hereby approved. **(See Appendix "B") (Ord. No. 1038; 09-15-03)**

ADDENDUM

RANDOLPH COUNTY MUTUAL AID AGREEMENT

IT IS THEREFORE agreed by and among the undersigned parties as follows:

Section 1. Purpose of Agreement. It is recognized that in certain situations the use of qualified police officers to perform police duties outside the territorial limits of the unit of local government where such officers are employed may be desirable and necessary in order to protect the health, safety and welfare of the public. It is further recognized that in case of natural or man-made disasters the use of all law enforcement personnel, including qualified police officers, police officers and auxiliary policemen outside the territorial limits of the unit of local government where such personnel are employed may be desirable and necessary in order to protect the health, safety and welfare of the public.

Section 2. Definitions. The following definitions shall apply throughout this agreement:

A. Agency. Means a Unit of local government including Counties, Cities, Villages and incorporated Towns.

B. Police Officer. Means any person who by virtue of his office or public employment is vested by law with the primary duty to maintain public order or to make arrests for offenses whether that duty extends to all offenses or any limited to specific offenses and who is employed in such capacity by an agency.

C. Qualified Police Officer. Means any person employed by an agency as a peace officer, policeman or in some like position involving the enforcement of the law and protection of the public interest at the risk of that person's life who has completed the qualifications of **Chapter 85, Section 501 et. seq. of the Illinois Revised Statutes 1983**, more commonly known as the Police Training Act or has averaged **four (4) hours** per week of police work for the past calendar year and has completed the requirements of **Chapter 85, Section 515 et. seq.** more commonly known as the Firearms Training for Police Officers Act.

D. Jurisdiction. Means the territorial limits of each agency which is the corporate limits of a City, Village or incorporated Town and the land enclosed within the boundaries of the County.

E. Requesting Agency. Any agency whether a party to this agreement or not communicating a request to an agency which is a party to this agreement for aid in enforcing the laws, protecting its citizens from illegal activities or protecting the health, safety and welfare of its citizens.

F. Responding Agency. Any agency which is a party to this agreement responding to a communicated request for aid for enforcing the law, protecting its citizens from illegal activities or protecting the health, safety and welfare of its citizens.

G. Auxiliary Policeman. Shall be defined as it is defined in **Chapter 24, Paragraph 3-6-5 Illinois Revised Statutes 1983.**

H. Authority. Means the power to investigate, apprehend and arrest.

I. On Duty. Means actively engaged in enforcing the law, protecting citizens from illegal activities or protecting the health, safety, and welfare of citizens. Said time shall commence upon leaving a person's jurisdiction and shall cease only upon that person re-entering his own jurisdiction.

J. Disaster Aid. Any assistance rendered either before or after a natural or man-made disaster such as a tornado, flood, train wreck, fire, or chemical spill where the primary responsibility of a responding agency would be traffic control, crowd control, preservation of property and protection of the health, safety and welfare of citizens from non-criminal activities.

K. Police Aid. Any assistance rendered that is not disaster aid, since it is recognized that even the most minor appearing traffic stop or investigation has the capability of developing into a life threatening situation.

L. Chief. The highest ranking police official in the unit of local government i.e. Chief of Police or Sheriff.

M. Highest Command Officer. Each unit of local government has an internal chain of command ranging from the person with the most authority or chief to the lowest ranking qualified police officer with varying steps of command in between. The highest command officer is that qualified police officer possessing the most rank that is immediately, physically available to request aid or to supervise personnel responding to a request for aid.

N. Emergency Police Aid. On rare occasions a situation will arise where there is a known immediate danger to life, property and police officers due to criminal activity in progress. The term Emergency Police Aid shall refer to police aid involving criminal activity in progress and shall designate an extremely dangerous situation.

O. Designated Officer. That officer from a requesting agency that is charged with directing and supervising all responding personnel.

Section 3. Applicability. The undersigned parties' execution of this agreement shall serve as notice of revocation and termination of any and all prior Randolph County Mutual Aid Agreements. In addition this agreement shall be in full force and effect upon execution by each unit of local government and shall be effective as to those units of local government that have executed the agreement at the time of execution by each individual unit of local government without the necessity of execution by all of the undersigned.

Section 4. Procedure.

A. When it is determined by the highest command officer of a unit of local government that another unit of local government needs immediate assistance, he shall make his request for police aid or disaster aid to the Radio Dispatcher for the County Sheriff's office. The request shall be as specific as possible describing the nature of the situation, the type of aid requested, including the amount of personnel and equipment, and the unit of local government from whom aid is requested. If possible personnel shall be requested by name.

B. The County Dispatcher shall record the name of the Requesting Agency including person making request, nature of situation, type of aid requested and from whom the aid is requested. This information shall be forwarded to the Responding Agency.

C. The Responding Agency shall inform the County Dispatcher as soon as possible that the requested aid is being sent or that aid can not be sent. Only responding parties specifically requested shall respond, only qualified police officers shall respond, and where possible only specific individuals requested shall respond.

Section 5. Duties of Requesting Agency. It shall be the duty of the Requesting Agency to make its personnel familiar with this agreement. It shall be the further duty of the Requesting Agency as follows:

A. To make requests for aid only through its highest command officer.

B. To record date and time of all requests, the nature of the situation requiring aid, the type of aid requested and from whom the aid is requested.

C. To prepare a report after the incident giving rise to the request for aid, describing the procedure used in requesting aid, the response to the request and the final result.

D. To provide a designated officer for coordination of activities.

Section 6. Duties of Responding Agency. No Responding Agency is under a duty to provide any aid in personnel or equipment nor is any Responding Agency required to provide a specific amount of personnel or equipment. A Responding Agency does have the following duties.

A. To determine, through its highest command officer whether aid can be provided, the amount of aid available, the method of providing aid, and the speed in which such aid shall be provided. The determination by the highest command officer of these factors shall be conclusive.

B. To inform the County Radio Dispatcher as to the availability of aid, the response if any the responding agency will make and the estimated time of arrival of said aid. Silence by the Responding Agency shall be interpreted as a refusal to provide the requested aid.

Section 7. Personnel. All personnel responding to a request for aid shall be subject to the direction and control of the highest command officer available at the requesting agency. All personnel shall be considered on-duty from the moment they initiate the rendering of aid irrespective of their location in their home jurisdiction or otherwise. Personnel shall retain their on-duty status for so long as they are engaged in any aspect of rendering aid and said status shall continue until said personnel has been released by the requesting agency and returned to his own jurisdiction or engages in a personal "frolic" as defined under Illinois case law. Personnel acting under this agreement shall at all times remain employees of their home jurisdiction, however, each party to this agreement by virtue of this agreement confers upon qualified police officers acting under this agreement the authority to act within the jurisdiction of each party whether said party is a requesting or responding agency to any particular incident and even if it is only necessary for personnel to pass through said parties' jurisdiction while rendering aid to some other requesting agency.

APPENDIX "A"

**MUTUAL AID BOX ALARM SYSTEM
AGREEMENT**

This Agreement made and entered into the date set forth next to the signature of the respective parties, by and between the units of local government subscribed hereto (hereafter "Unit(s)") that have approved this Agreement and adopted same in manner as provided by law and are hereafter listed at the end of this 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 have determined that it is in their best interests to enter into this Agreement to secure to each the benefits of mutual aid in fire protection, firefighting and the protection of life and property from an emergency or disaster; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form an association 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, in consideration of the foregoing recitals, the Unit's membership in the Mutual Aid Box Alarm System and the covenants contained herein, **THE PARTIES HERETO AGREE AS FOLLOWS:**

SECTION ONE - Purpose

It is recognized and acknowledged that in certain situations, such as, but not limited to, emergencies, natural disasters and man-made catastrophes, the use of an individual Member Unit's personnel and equipment to perform functions outside the territorial limits of the Member Unit is desirable and necessary to preserve and protect the health, safety and welfare of the public. It is further expressly acknowledged that in certain situations, such as the aforementioned, the use of other Member Unit's personnel and equipment to perform functions within the territorial limits of a Member Unit is desirable and necessary to preserve and protect

the health, safety and welfare of the public. Further, it is acknowledged that coordination of mutual aid through the Mutual Aid Box Alarm System is desirable for the effective and efficient provision of mutual aid.

SECTION TWO - Definitions

For the purpose of this Agreement, the following terms as used in this agreement shall be defined as follows:

A. "Mutual Aid Box Alarm System" (hereinafter referred to as "MABAS"). A definite and prearranged plan whereby response and assistance is provided to a Stricken Unit by the Aiding Unit(s) in accordance with the system established and maintained by the MABAS Member Units and amended from time to time.

B. "Member Unit". A unit of local government including but not limited to a city, village or fire protection district having a fire department recognized by the State of Illinois, or an intergovernmental agency and the units of which the intergovernmental agency is comprised which is a party to the MABAS Agreement and has been appropriately authorized by the governing body to enter into such agreement, and to comply with the rules and regulations of MABAS.

C. "Stricken Unit". A Member Unit which requests aid in the event of an emergency.

D. "Aiding Unit". A Member Unit furnishing equipment, personnel, and/or services to a Stricken Unit.

E. "Emergency". An occurrence or condition in a Member Unit's territorial jurisdiction which results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Unit and such that a Member Unit determines the necessity and advisability of requesting aid.

F. "Division". The geographically associated Member Units or unit which have been grouped for operational efficiency and representation of those Member Units.

G. "Training". The regular scheduled practice of emergency procedures during non-emergency drills to implement the necessary joint operations of MABAS.

H. "Executive Board". The governing body of MABAS comprised of Division representatives.

SECTION THREE - Authority and Action to Effect Mutual Aid

A. The Member Units hereby authorize and direct their respective Fire Chief or his designee to take necessary and proper action to render and/or request mutual aid from the other Member Units in accordance with the policies and procedures established and maintained by the MABAS Member Units. The aid rendered shall be to the extent of available personnel and equipment not required for adequate protection of the territorial limits of the Aiding Unit. The judgment of the Fire Chief, or his designee, of the Aiding Unit shall be final as to the personnel and equipment available to render aid.

B. Whenever an emergency occurs and conditions are such that the Fire Chief, or his designee, of the Stricken Unit determines it advisable to request aid pursuant to this Agreement he shall notify the Aiding Unit of the nature and location of the emergency and the type and amount of equipment and personnel and/or services requested from the Aiding Unit.

C. The Fire Chief, or his designee, of the Aiding Unit shall take the following action immediately upon being requested for aid:

1. Determine what equipment, personnel and/or services is requested according to the system maintained by MABAS;
2. Determine if the requested equipment, personnel, and/or services can be committed in response to the request from the Stricken Unit;
3. Dispatch immediately the requested equipment, personnel and/or services, to the extent available, to the location of the emergency reported by the Stricken Unit in accordance with the procedures of MABAS;
4. Notify the Stricken Unit if any or all of the requested equipment, personnel and/or services cannot be provided.

SECTION FOUR - Jurisdiction Over Personnel and Equipment

Personnel dispatched to aid a party pursuant to this Agreement shall remain employees of the Aiding Unit. Personnel rendering aid shall report for direction and assignment at the scene of the emergency to the Fire Chief or Senior Officer of the Stricken Unit. The party rendering aid shall at all times have the right to withdraw any and all aid upon the order of its Fire Chief or his designee; provided, however, that the party withdrawing such aid shall notify the Fire Chief or Senior Officer of the party requesting aid of the withdrawal of such aid and the extent of such withdrawal.

SECTION FIVE - Compensation for Aid

Equipment, personnel, and/or services provided pursuant 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 statutes.

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.

(Ord. No. 1361; 08-01-16)

SECTION SIX - Insurance

Each party hereto shall procure and maintain, at its sole and exclusive expense, insurance coverage, including: comprehensive liability, personal injury, property damage, worker's compensation, and, if applicable, emergency medical service professional liability, with minimum limits of \$1,000,000 auto and \$1,000,000 combined single limit general liability and professional liability. No party hereto shall have any obligation to provide or extend insurance coverage for any of the items enumerated herein to any other party hereto or its personnel. The obligations of the Section may be satisfied by a party's membership in a self-insurance pool, a self-insurance plan or arrangement with an insurance provider approved by the state of jurisdiction. The MABAS may require that copies or other evidence of compliance with the provisions of this Section be provided to the MABAS. Upon request, Member Units shall provide such evidence as herein provided to the MABAS members.

SECTION SEVEN - Indemnification

Each party hereto agrees to waive all claims against all other parties hereto for any loss, damage, personal injury or death occurring in consequence of the performance of this Mutual Aid Agreement; provided, however, that such claim is not a result of gross negligence or willful misconduct by a party hereto or its personnel.

Each party requesting or providing aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the party rendering aid and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement. Provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the party rendering aid shall be the sole and exclusive responsibility of the respective party for its employees, provided, however, that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the party rendering aid.

SECTION EIGHT - Non-Liability for Failure to Render Aid

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Aiding Unit prohibit response. It is the responsibility of the Aiding Unit to immediately notify the Stricken Unit of the Aiding Unit's inability to respond; however, failure to

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immediately notify the Stricken Unit of such inability to respond shall not constitute evidence of noncompliance with the terms of this Section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION NINE - Term

This Agreement shall be in effect for a term of one year from the date of signature hereof and shall automatically renew for successive one year terms unless terminated in accordance with this Section.

Any party hereto may terminate its participation in this Agreement at any time, provided that the party wishing to terminate its participation in this Agreement shall give written notice to the Board of their Division and to the Executive Board specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by personal delivery, registered mail or certified mail.

SECTION TEN - Effectiveness

This Agreement shall be in full force and effective upon approval by the parties hereto in the manner provided by law and upon proper execution hereof.

SECTION ELEVEN - Binding Effect

This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any party hereto. Provided, however, that this Agreement may not be assigned by a Member Unit without prior written consent of the parties hereto; and this Agreement shall not be assigned by MABAS without prior written consent of the parties hereto.

SECTION TWELVE - Validity

The invalidity of any provision of this Agreement shall not render invalid any other provision. If, for any reason, any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and this Agreement may be enforced with that provision severed or modified by court order.

SECTION THIRTEEN - Notices

All notices hereunder shall be in writing and shall be served personally, by registered mail or certified mail to the parties at such addresses as may be designated from time to time on the MABAS mailing lists or, to other such addresses as shall be agreed upon.

SECTION FOURTEEN - Governing Law

This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

SECTION FIFTEEN - Execution in Counterparts

This Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document.

SECTION SIXTEEN - Executive Board of MABAS

An Executive Board is hereby established to consider, adopt and amend from time to time as needed rules, procedures, by-laws and any other matters deemed necessary by the Member Units. The Executive Board shall consist of a member elected from each Division within MABAS who shall serve as the voting representative of said Division on MABAS matters, and may appoint a designee to serve temporarily in his stead. Such designee shall be from within the respective division and shall have all rights and privileges attendant to a representative of that Member Unit.

A President and Vice President shall be elected from the representatives of the Member Units and shall serve without compensation. The President and such other officers as are provided for in the by-laws shall coordinate the activities of the MABAS.

SECTION SEVENTEEN - Duties of the Executive Board

The Executive Board shall meet regularly to conduct business and to consider and publish the rules, procedures and by-laws of the MABAS, which shall govern the Executive Board meetings and such other relevant matters as the Executive Board shall deem necessary.

SECTION EIGHTEEN - Rules and Procedures

Rules, procedures and by-laws of the MABAS shall be established by the Member Units via the Executive Board as deemed necessary from time to time for the purpose of administrative functions, the exchange of information and the common welfare of the MABAS.

SECTION NINETEEN - Amendments

This Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of rules, procedures and by-laws of the MABAS as established by the Executive Board to this Agreement. The undersigned unit of local government or public agency hereby has adopted, and subscribes to, and approves this Mutual Aid Box Alarm System Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

(Ord. No. 1038; 09-15-03)

APPENDIX "B"

**MUTUAL AID BOX ALARM SYSTEM
EXECUTIVE BOARD BY-LAWS**

Article I **Name.** Mutual Aid Box Alarm System Executive Board

Article II **Purpose.** The Executive Board is the guiding body of MABAS and is established to consider, adopt, and amend from time to time as needed, policies and procedures, by-laws and any other matters deemed necessary by the Member Units.

Article III **Membership.** Each division shall be represented by one member who shall be designated by their respective Division.

Article IV **Officers and Elections.** The MABAS Executive Board shall elect a President and Vice President who shall serve a two year term. Election shall be held at the first meeting of the year on even numbered years. Officers may serve consecutive terms. The President may appoint any committee necessary to conduct business for the Executive Board.

Article V **Duties of Officers.**

President	Schedule meetings Make up meeting agenda Preside over meetings Establish committees
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Vice President	Handle duties of President when he is absent
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Article VI **Executive Secretary.** The President shall appoint an Executive Secretary who shall serve at the discretion of the Board. The Executive Secretary is not required to be a member of the Executive Board to be selected.

Article VII **Duties of the Executive Secretary.**

- A. He shall be the Recording Secretary of the Board.
- B. Take minutes of all meetings.
- C. Keep a history of MABAS.
- D. Have physical custody of all MABAS minutes, contracts, and documents.
- E. Attend all MABAS Executive Board meetings.
- F. Send minutes of all meetings to all Executive Board members.
- G. Provide notification and agenda to Executive Board members for all scheduled meetings.
- H. Any other task agreed upon mutually with the Executive Board.

Article VIII **Meeting Schedule and Agenda.** The Executive Board shall meet at such times and dates as established by the Executive Board. In no case shall the Executive Board meet less than quarterly.

Quorum. More than 50% of all Departments of MABAS shall be present at a meeting to constitute a quorum.

The agenda for Executive Board meetings are as follows:

1. Call to order.
2. Approval of minutes of prior meeting.
3. Communication and correspondence.
4. Committee reports.
5. Old business.
6. New business.
7. Division reports.
8. Adjourn.

Article IX **Board Action.** Actions of the Executive Board require a majority vote of approval by the Divisions present at a meeting.

Article X **Policies and Procedures.** The Executive Board shall adopt policies and procedures that coordinate working relations between MABAS Divisions. These procedures shall include, but not be limited to:

1. Communications
2. Box cards
3. Incident command system
4. Personnel accountability

Article XI **Special Assessments.** Special assessments as needed are made by a vote of the members of the Executive Board.

Article XII **Indemnification.** The Executive Board has the power to indemnify itself through insurance or bonds as it deems necessary for the good of the organization.

Article XIII **Eligibility.** Eligibility for Division membership in MABAS shall be approved by the Executive Board.

Eligibility for Member Unit membership shall be approved by a Division.

Article XIV **Mediation.** Mediation of disputes regarding MABAS policies and procedures may be requested from the Executive Board.

Step 1. MABAS Division attempts to resolve issues with the grieved fire agency.

Step 2. At impasse: Division petitions the Executive Board in writing, of issues of non-compliance involving the grieved agency.

Step 3. Within 60 days of notification, the Executive Board mediation panel will meet with the involved parties to discuss the issues.

Step 4. Within 60 days following mediation, the Executive Board shall give written notice to the involved parties, specifying the areas of non-compliance and the recommended resolutions for each area.

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Step 5. The grieved fire agency will be given a reasonable period of time to implement the Board recommendations for each area of non-compliance. This time period shall generally be no more than 90 days. However, the Executive Board may agree to a longer period of time to implement the recommendations due to unusual circumstances.

Step 6. In the event of continued non-compliance by the grieved agency, a Division may request that the Executive Board send its recommendations to the elected officials of the grieved fire agency for further action.

Step 7. Further non-compliance by the grieved agency will be referred back to the Division for final determination.

Article XV **Amendments.** A quorum of the Executive Board is necessary for any amendment of the by-laws. The by-laws of any section or provision thereof, may be amended, rescinded or expanded by approval of two-thirds (2/3) vote of the members of the Divisions of MABAS. Any change to the by-laws must be distributed to the Divisions 30 days prior to the vote. A written proxy constitutes being present at a meeting.

Article XVI **Booklet.** An information booklet shall be compiled by the Executive Board, containing all pertinent information needed in the operation of a MABAS Division. This booklet shall be updated by the Executive Board as often that is deemed necessary.

(Ord. No. 1038; 09-15-03)