

RESOLUTION NO. 9-2018

**A RESOLUTION OF THE VILLAGE OF EVERGREEN PARK AUTHORIZING THE
EXECUTION OF THE MUTUAL AID BOX ALARM SYSTEM, DIVISION NO. 21,
INTERGOVERNMENTAL AGREEMENT**

WHEREAS, the Village of Evergreen Park ("Village") is a home rule municipality duly authorized and existing under the laws of the State of Illinois; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes and promotes intergovernmental cooperation; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et. seq., also authorizes and promotes intergovernmental cooperation; and

WHEREAS, MABAS (Mutual Aid Box Alarm System) Division No. 21 is a consortium municipal fire departments serving the southwestern suburbs of Cook County providing mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property; and

WHEREAS, the Village is currently a member of MABAS Division No. 21 pursuant to an intergovernmental agreement amongst its participating members; and

WHEREAS, the members of MABAS Division No. 21 seek to amend the current intergovernmental agreement.

NOW THEREFORE, the parties hereto agree, for good and valuable consideration, as follows:

SECTION 1

The above recitals are incorporated herein by reference and made a part of this resolution.

SECTION 2

The revised MABAS, Division No. 21, Intergovernmental Agreement, attached hereto, is hereby approved and the Mayor and Village Clerk are hereby authorized to sign any and all documents relating to the same.

SECTION 3

This resolution shall be in full force and effect from and after its adoption and approval as provided by law.

This resolution was adopted by the Mayor and Board of Trustees of the Village of Evergreen Park and deposited in the office of the Village Clerk this 15th day of October, 2018



A handwritten signature in cursive script that reads "Catherine T. Aparo".

CATHERINE T. APARO, Village Clerk

APPROVED by me this
15th day of October, 2018.

A handwritten signature in cursive script that reads "James J. Sexton".

JAMES J. SEXTON, Mayor

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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 Illinois Revised Statutes, 1987, Chapter 127, Section 741 et seq., entitled the "Intergovernmental Cooperation Act", 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, the Illinois Revised Statutes, 1987, Chapter 127, Section 745, 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,

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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 (hereinafter "MABAS") Division #21 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, cost sharing among neighboring units for the cost of special teams' activities and equipment can be an effective use of dollars and resources.

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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. "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.
- D. "Requesting Community": A Member Community which requests aid in the event of an emergency;

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E. "Assisting Community": A Member Community furnishing equipment, personnel and/or services to a Requesting Unit;

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.

I. "Special Teams": Operational aspects of fire departments that are outside normal suppression or EMS units such as hazardous materials, technical rescue, water rescue, or the like.

Section Three

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.

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Any individual fire department or fire protection district represented herein by the MABAS Division 21 Executive Board 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 Executive Board of MABAS Division 21 specifying the date of termination, such notice to be given at least 90 calendar days prior to the specified date of termination. The written notice provided herein shall be given by personal delivery, registered or certified mail.

Section Four

JURISDICTION OVER PERSONNEL AND EQUIPMENT

Personnel dispatched to aid a Requesting Community pursuant to this Agreement shall remain employees of the Assisting Community. Personnel rendering aid shall report as directed by the Requesting Community. Assisting Community rendering aid shall at all times have the right to withdraw any and all aid or resources provided, however, the Community withdrawing shall notify the Requesting Community of the withdrawal of such aid and the extent of such withdrawal as promptly as possible.

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; however, any expenses recoverable from third parties shall be equitably distributed, based upon pro rata share of

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personnel and equipment provided, among responding parties. Nothing herein shall operative to bar any recovery of funds from any State or Federal agency under any existing and future statutes.

Section Six

Governance

- A. This group of member units, all members of the Mutual Aid Box Alarm System, and organized by MABAS as Division 21 consists of:
Bedford Park Fire Department, Bridgeview Fire Department, Burbank Fire Department, Central Stickney Fire Protection District, Chicago Ridge Fire Department, Evergreen Park Fire Department, Hometown Fire Protection District, North Palos Fire Protection District, Oak Lawn Fire Department, Roberts Park Fire Protection District, Summit Fire Department.
- B. The Fire Chief, or designee, of each unit member shall be a member of the MABAS Division 21 Board of Directors. Member Chiefs shall elect a President, Vice President, Secretary, and Treasurer to represent the members and carry on day-to-day business associated with the Division. The elected officials shall be known as the Executive Board, and shall serve without compensation. Duties of each position shall be according to by-laws established by the Board of Directors.
- C. Elections to the Executive Board shall be held annually. Terms of office for the positions shall be two (2) years. The election procedure shall be according to by-laws established by the Board of Directors.

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- D. Voting. There shall be one vote per member department. This system shall be used for elections as well as any other business requiring a vote of the members.
- E. A member chief may be removed from the Executive Board by a motion from another Executive Board member and an affirmative vote by two-thirds of the members of the Board of Directors. Removal is considered serious and is only authorized for just cause, such as failure to properly conduct business of the Division, failure of assigned duties/participation, lack of attendance at Division meetings, or the like.
- F. Meetings of the Board of Directors shall be held monthly on the Third Friday of each month. Meetings of the Executive Board shall be held as needed to effectively conduct the business of the Division. Special meetings of the Board of Directors may be called as needed by the President.

Section Seven

Authority to Levy Dues

Whereas the MABAS Division 21 exists to facilitate mutual aid to each other and other departments in the MABAS system, and the group acknowledges that certain expenses for the good of all member departments/districts are an effective use of funds, the Executive Board shall have the power to levy dues to member departments. Said levy shall be approved by the majority of the member departments/districts. The Levy shall be based on an annual budget compiled by the treasurer.

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Section Eight

Finance and Purchasing

The members agree that the authority to levy dues is strictly based on procuring equipment for the common good, maintenance and upkeep of division equipment and/or assets, cost sharing of equipment purchases, reimbursement for special training instructors, maintaining the radio system used by the Division, payment of MABAS dues, as well as other items not specifically listed here. The members further agree that cost sharing for activities and resources outside of the customary suppression and EMS services provided by the individual departments/districts, but necessary to assure that services are provided using an all-hazards approach to emergencies within the member units' boundaries (Special Teams) are a necessary part of mutual aid.

- A. Budgeting. An annual budget shall be prepared by the Treasurer, and Executive Board, for presentation to, and passage by, the Board of Directors.
- B. Fiscal Year. The Fiscal Year shall run from January 1st through December 31st, each year.
- C. Audits. An internal audit of the finances shall occur each year, by an audit committee. Members of the Audit Committee shall be member chiefs from the Board of Directors, not sitting on the Executive Board. An audit from a qualified auditor shall occur each time a new Treasurer is elected and/or every four years.
- D. Purchasing rules shall be determined according to by-laws established by the Board of Directors.

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Section Nine

Accountability

For accountability and transparency the Executive Board shall comply with all applicable laws concerning the Open Meetings Act and Freedom of Information Act

Section Ten

Insurance and Indemnification

Each member unit hereto agrees to waive all claims against all other member units and the Division 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. Member units providing personnel for special details or instructors for combined drills shall provide comprehensive liability, personal injury, property damage, workman's compensation, and, if applicable, emergency medical service professional liability, for their employees taking part in division activities and business. The Division shall purchase a surety bond to provide protection against financial losses to the Division and/or member departments caused by an agent of the **Division [MI]**.

Section Eleven

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.

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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 Executive Board or, to other such address 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.

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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

Rules and Procedures

Rules, procedures and by laws of the Division shall be established by the Board of Directors, 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 Division.

Section Seventeen

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 Board of Directors, 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 Agreement to which this signature page will be attached, and agrees to be a party thereto and be bound by the terms thereof.

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This Signatory certifies that this MABAS Division 21 Agreement has been adopted and approved by ordinance, resolution, or other manner approved by law, a copy of which document is attached hereto.

Village of Evergreen Park

Political Entity

James J. Setton

President or Mayor

October 15, 2018

Date

Attest:

Antoine T. Grew

Clerk/Secretary

October 15, 2018

Date

