

CHAPTER 30

PUBLIC SAFETY

ARTICLE I - STOOKEY TOWNSHIP

30-1-1 **DUTIES OF TOWNSHIP.** Stookey shall purchase and maintain in good, serviceable condition an automobile to be used as a police vehicle to which shall be affixed the insignia of the Sheriff of the County of St. Clair, State of Illinois; full title and ownership of this vehicle shall be and remain Stookey; the vehicle shall be fully equipped with a two-way radio, siren and warning lights, all of which shall meet the approval of the duly elected, qualified and acting Sheriff of St. Clair County, Illinois.

30-1-2 **INSURANCE.** Stookey shall provide at its expense, automobile liability insurance with minimum coverage of **One Hundred Thousand Dollars/Three Hundred Thousand Dollars (\$100,000.00/\$300,000.00)** personal injury liability, and **Twenty-Five Thousand Dollars (\$25,000.00)** property damage liability, plus such other coverage as Stookey may desire; the County of St. Clair, State of Illinois and the duly elected, qualified and acting Sheriff of St. Clair County, Illinois shall be named as additional insureds on the insurance policy purchased by Stookey.

30-1-3 **USE OF VEHICLE.** The police vehicle shall be used only by a full-time Deputy Sheriff of St. Clair County, a part-time Deputy Sheriff employed by St. Clair County and the duly elected, qualified and acting Sheriff of St. Clair County, Illinois for that purpose. Such Deputy Sheriffs, both full-time and part-time, shall be employed only after, and shall be subject to approval by the Board of Town Auditors of Stookey and the Sheriff of St. Clair County, Illinois.

30-1-4 **USE OF VEHICLE; HOURS OF SERVICE.** The full-time Deputy Sheriff employed for this purpose shall be on duty on a regular **eight (8) hour** shift, **five (5) nights** each week, and the hours scheduled for such shift shall not be identical on successive nights, but shall be staggered. The part-time Deputy Sheriff shall be on duty for **two (2) nights** each week for an **eight (8) hour** shift each night.

30-1-5 **USE OF VEHICLE; AREA OF PROTECTION.** It is understood and agreed that the police vehicle purchased and owned by Stookey shall not be driven outside the geographical area of Stookey, except as may be necessary to cross the City limits of the City of

Belleville en route from the north part of Stookey to the southern part of Stookey, and except as may be necessary in pursuit of a violator or suspected violator of the law, in which event the County of Sheriff's Dispatcher shall be advised.

30-1-6 TRANSPORTATION OF PRISONERS. In the event any prisoners or suspects shall be taken into custody by the full-time Deputy Sheriff or the part-time Deputy Sheriff employed specifically for Stookey, such Stookey Deputy shall notify the Sheriff's office and a regular County Sheriff's Department vehicle will be dispatched to transport the prisoner or prisoners, or persons in custody to the County Jail, before a Magistrate, or wherever else may be appropriate.

30-1-7 DIRECTION AND CONTROL OF VEHICLE. The Stookey Deputies and the Stookey vehicle will be under the direction and control, subject to the terms of this agreement, of the regular dispatcher of the Sheriff's Department of St. Clair. At such time as the Stookey Deputy goes on duty, he shall report in, by police car radio, to the St. Clair Dispatcher and receive instructions as to the position and location of any other deputies or sheriff's vehicles on duty in the town of Stookey at that time. It is understood and agreed and it is the intent of the parties hereto that if a regular Sheriff's car is patrolling in the southern part of Stookey, then the Stookey car shall patrol in the north area and vice versa.

30-1-8 INTENT OF CONTRACT. It is further understood and agreed that the supplying by Stookey of an additional police vehicle and the employment of extra deputies as herein provided, shall not supplant, substitute for or diminish in any manner, degree or form the activities of the Sheriff's Department of St. Clair within the geographical area of Stookey, or the patrolling in police vehicles by the Sheriff of the geographical area of Stookey, nor shall it diminish, reduce or relieve, to any degree whatever, the Sheriff's responsibilities and duties to answer calls within, or to patrol the geographical area of Stookey, but on the contrary, the intent of the parties hereto is that such regular activities by the Sheriff of St. Clair County are to be augmented, aided and assisted by the furnishing by Stookey of an additional vehicle and the employment of the Deputy Sheriffs provided for hereunder.

30-1-9 ARBITRATION OF DIFFERENCES. The Deputy Sheriffs employed under the provisions of this agreement shall be subject to the direction and supervision of the Sheriff of St. Clair and all of the regulations imposed by him. Full cooperation is intended and expected by both the Sheriff of St. Clair and the officials of Stookey. Any difficulties, issues or problems encountered in relation to the carrying into effect of the terms and intent of this agreement shall be arbitrated, jointly, by the Sheriff of St. Clair and the Chief Supervisor of Stookey.

30-1-10 REIMBURSEMENT FOR SERVICES. On or before the **seventh (7th) day** of each month, St. Clair shall deliver to Stookey, an invoice setting forth and itemizing the base salaries of the full-time Deputy and the part-time Deputy actually paid by St. Clair for the previous month's employment, together with the amounts paid by St. Clair as its portion of the Illinois Municipal Retirement Fund, and the life, medical and workmen's compensation insurance premiums paid on behalf of such Deputies, and Stookey shall, before the end of such month in which such invoice is received, reimburse St. Clair in full for such expenses.

30-1-11 ACCIDENTS. On such occasions when the Stookey police vehicle arrives, first, at the scene of a highway accident on either a state, county, or township road, the Stookey Deputy will report, by radio, the fact of the accident, and remain on the scene until he is relieved by a St. Clair Sheriff's Deputy or an Illinois State Police Officer, who will have the responsibility of investigating and reporting such accident in accordance with statutes and regulations.

30-1-12 SPECIAL DEPUTY. Either the full-time Stookey Deputy or the part-time Stookey Deputy may, in his discretion, permit a Special Deputy Sheriff, properly commissioned and bonded by the St. Clair County Sheriff's Department, to accompany him on any tour of duty, in which event, such Special Deputy Sheriff shall, at all such times, be under his direction and supervision and shall receive no compensation.

30-1-13 EFFECTIVE DATE; EXTENSIONS. This agreement shall be effective for a term of **one (1) year** commencing **September 1, 1971**, and shall be automatically renewed and extended for successive **one (1) year** terms thereafter unless terminated by either party upon written notice to the other at least **six (6) months** and not more than **eight (8) months** prior to the expiration of the **one (1) year** term or any renewal term hereof. Such notice shall be served by United States Mail upon either of the parties by addressing the same as follows:

UPON STOOKEY: Chief Supervisor
The Town of Stookey
313 Eiler Road
Belleville, Illinois

ARTICLE II - FIREWORKS

30-2-1 FIREWORKS REGULATIONS.

(A) **Defined.** The term "**fireworks**" including "pyrotechnics," "consumer" and "novelty" fireworks is defined as contained in the Fireworks Use Act **425 ILCS 35/1 et seq.** and as promulgated in the rules of the Illinois Office of the State Fire Marshal, 41 Ill. Admin. Code 235.

(B) **Prohibition.** Except as hereinafter provided it shall be unlawful for any person or corporation to use, display, or explode any pyrotechnic or consumer fireworks in unincorporated areas of the County.

(C) **Requirements.** Pyrotechnic displays in the unincorporated areas of St. Clair County shall be allowed by permit upon full compliance with the state law provisions and Illinois State Fire Marshal regulations which are expressly adopted by St. Clair County. Consumer firework displays not allowed. Firework sales are not allowed. Novelty fireworks as defined under the Fireworks Use act do not require permits.

- (1) Any person, firm or corporation shall file with the St. Clair County Clerk, an application for a permit authorizing a public pyrotechnic display not less than **fifteen (15) days** prior to the date of the display unless a lesser period is specifically authorized by the County Board Chairman.
- (2) A fee of **Twenty Dollars (\$20.00)** in United States Currency shall accompany the application for a permit.
- (3) The application and the requirements contained therein for an outdoor pyrotechnic display permit must be completed and submitted as well as the outdoor Fire Department professional display site checklist and the permit form prior to any permit being issued. **[See Exhibits B, C and D at the conclusion of this Chapter.]**
- (4) Upon completion of all required documentation and approval of the Chairman or Public Safety Committee, the County shall issue a permit for the staging of a pyrotechnic firework display which shall specifically state the individual/ corporation authorized to put on the display. Any such issued permit is not transferable.
- (5) Any persons, firm or corporation violating any provision hereof shall be fined a minimum of **Five Hundred Dollars (\$500.00)** and/or prosecuted pursuant to **425 ILCS 35/5.**
- (6) Any person, corporation or organization issued a permit under this Article agrees to indemnify St. Clair County for any and all liability of any type arising from the fireworks display including but not limited to injury to persons or animals and any and all damage to any property real or personal, private or public.

(Ord. No. 06-906; 06-26-06)

ARTICLE III - 9-1-1 EMERGENCY TELEPHONE SYSTEM BOARD

30-3-1 **ESTABLISHED.** It is hereby ordained and resolved by the County Board of St. Clair County, Illinois, that an Emergency Telephone System Board is hereby established in accordance with statute and shall be known as the St. Clair County Emergency Telephone System Board, hereinafter referred to as the "**Board**".

30-3-2 **COMPOSITION.** The Board shall consist of **seven (7) members** appointed by the Chairman of the County Board, with the advice and consent of the County Board. The members of the Board shall be appointed on the basis of their ability or experience and shall be representatives of both the rural and the urban areas located within St. Clair County.

30-3-3 **TERM OF OFFICE.** Members of the Board shall be appointed for a term of **four (4) years**. All terms shall be measured from the **first (1st) day of February** of the year of appointment. Vacancies shall be filled for the unexpired term in a similar manner as original appointments.

30-3-4 **POWERS AND DUTIES.** The Board shall have the power and duty to perform the following functions:

- (A) Planning of a 9-1-1 System;
- (B) Coordinating and supervising the implementation, upgrading or maintenance of the System, including the establishment of equipment specifications and coding systems;
- (C) Receiving monies from the surcharge imposed under **Section 36-5-1**, et seq. of the St. Clair County Revised Code, and from any other source, for deposit into the Emergency Telephone System Fund;
- (D) Authorizing all disbursements from the fund;
- (E) Hiring any staff necessary for the implementation or upgrade of the system;
- (F) Empowered to incur indebtedness, and to pledge monies received or to be received from said surcharge to secure indebtedness issued by the Board or by the St. Clair County Board, all in accordance with the laws of the State of Illinois;
- (G) In accordance with **Section 36-5-7** of the St. Clair County Code, the Treasurer of St. Clair County shall create an Emergency Telephone System Fund in which all monies received by the surcharge imposed shall be deposited. No expenditure may be paid from said Emergency Telephone System Fund except upon the direction of the Emergency Telephone System Board by resolution passed by a majority of all the members of the Board.

Expenditures to be made from the amount of surcharges collected, and the interest accrued thereon, in the Emergency Telephone System Fund may be made only to be paid for the costs associated with the following:

- (1) The design of the Emergency Telephone System.
- (2) The coding of an initial Master Street Address Guide database and updating and maintenance thereof.
- (3) The repayment of any monies advanced for the implementation of the system.
- (4) The charges for Automatic Number Identification and Automatic Location Identification equipment, and maintenance, replacement and updating thereof.
- (5) The non-recurring charges related to installation of the Emergency Telephone System and the ongoing network charges.
- (6) Other products and services necessary for the implementation, upgrading and maintenance of the system and any other purpose related to the operation of the system, including costs attributable directly to the construction, leasing, or maintenance of any buildings or facilities or costs of personnel attributable directly to the operation of the system. Costs attributable directly to the operation of an emergency telephone system do not include the costs of public safety agency personnel nor equipment that is dispatched in response to an emergency call. **(Ord. No. 94-465; 07-25-94)**

(H) Assigning names to new streets.
(Ord. No. 92-376; 12-28-92)

30-3-5 MEETINGS. The Board shall prescribe the time and place of the regularly scheduled Board meetings and the manner of which special Board meetings may be called. It shall sit with open doors and shall keep a journal of its own proceedings which shall be made available for public inspection.

30-3-6 REMOVAL OF A MEMBER OF THE BOARD. A member of the Board may be removed by the Chairman of the St. Clair County Board, with the advice and consent of the St. Clair County Board, for neglect of duty, for not attending a Board meeting on at least **two (2) occasions** in any **one (1) calendar year** without an excused absence, for misconduct and misfeasance in office after being given a written statement of the charges and an opportunity to be heard thereon.

30-3-7 **CONFIDENTIALITY.** Any information or data contained in documents furnished by telecommunication carriers to the Emergency Telephone System Board shall be held completely confidential by members of said Board and its agents or employees.

30-3-8 **ANNUAL BUDGET AND REPORT.** The Board shall annually prepare and submit to the Chairman of the County Board and the full County Board:

(A) An Annual Budget, as part of the County Board Appropriation, showing the estimated receipts and intended disbursements pursuant to this Article, for the fiscal year immediately following the date the budget is submitted, which date must be at least **thirty (30) days** prior to the fiscal year.

(B) An annual report detailing the income received and disbursements made pursuant to the article during the fiscal year, just preceding the date the annual report is submitted, which date must be within **thirty (30) days** of the close of the fiscal year.

(C) The annual report must be published within **thirty (30) days** from date of submitted and the budget and the report shall be made available for public inspection.

(D) All revenues and expenditures of the Emergency Telephone System Board shall be made a part of the County's Financial System. **(Ord. No. 88-150; 12-27-88)**

ARTICLE IV - BUILDING AND DWELLING NUMBERING CODE

30-4-1 DESIGNATION OF STREET NUMBERS.

(A) Street numbers for dwelling units and places of business on all public and private streets shall be assigned by the 9-1-1 Emergency Telephone System Board in accordance with the procedures adopted by the County of St. Clair.

(B) The 9-1-1 Emergency Telephone System Board shall keep a record of all numbers assigned under this Chapter.

30-4-2 POSTING OF DESIGNATED STREET ADDRESS.

(A) The owner or occupant or person in charge of any dwelling or building to which a number has been assigned will be notified by the 9-1-1 Emergency Telephone System Board of the number assigned to the same at any time after the adoption of this Chapter.

(B) Within **sixty (60) days** after the receipt of such notification from the 9-1-1 Emergency Telephone System Board, the owner or occupant or person in charge of a house or building to which a number has been assigned shall affix the number to the structure if visible from the road, or to a sign or number post if not visible from the road, in such a way that the numbers can be clearly seen from the roadway.

(C) It shall be the duty of such owner or occupant or person in charge thereof upon affixing the new number to remove any different number which might be mistaken for, or confused with, the number assigned to said structure by the 9-1-1 Emergency Telephone System Board.

(D) Each principal building shall display the number assigned to the frontage on which the front entrance is located. In case a principal building is occupied by more than **one (1) business** or family dwelling unit, each separate front entrance or family dwelling unit shall display a separate number or letter designation.

(E) Numerals indicating the official numbers for each principal building or each front entrance to such building shall be posted in a manner as to be legible and distinguishable from the street on which the property is located, with letters painted or applied, of a contrasting color to the background, of not less than **three (3) inches** in height. If a building or dwelling is situated in such a way that the numbers cannot be easily seen from the roadway in front of said structure then a sign or number post must be used in front of the structure and placed in such a way that it can be easily seen from the roadway.

30-4-3 NEW STRUCTURES.

(A) Numbers will be assigned to each proposed lot or tract on the surveyors copies of Final Subdivision Plats by the 9-1-1 Emergency Telephone System Board.

(B) No building permit shall be issued for any principal building until the owner or developer has procured from the 9-1-1 Emergency Telephone System Board of the County of St. Clair the official number of the premises. Final approval of a certificate of occupancy of any principal building erected or repaired after the effective date of this Chapter shall be withheld until permanent and proper numbers have been displayed in accordance with the requirements of the Section above.

30-4-4 PENALTIES.

(A) In the event that the owner or occupant or person in charge of any house or building refuses to comply with the terms of this Chapter by failing to affix the number assigned within **sixty (60) days** after notification, or by failing, within said period of **sixty (60) days** to remove any old numbers affixed to such house, or house entrance, or elsewhere, which may be confused with the number assigned thereto, he shall be punished by paying a fine or not more than **Five Hundred Dollars (\$500.00)**.

(B) The St. Clair County State's Attorney may bring an action in the name of St. Clair County, Illinois to restrain or prevent a violation of any provision of this Chapter or to otherwise enforce the provisions of this Chapter. **(Ord. No. 92-375; 12-28-92)**

ARTICLE V - ALARM SYSTEMS CODE

30-5-1 **CITATION OF CHAPTER.** This Chapter shall be known and cited as the "**Alarm Systems Code**".

30-5-2 **DEFINITIONS.**

"Alarm Systems" means any mechanical or electrical device which is designed to be actuated manually or automatically upon the detection of an unauthorized entry, intrusion, or other emergency in or on any building, structure, facility or premises through the emission of a sound or transmission of a signal or message.

"False Alarm" means any activation of an alarm system intentionally or by inadvertence, negligence or unintentional act to which the Department responds, including activation caused by the malfunction of the alarm system, except that the following shall not be considered false alarms:

(A) When the Sheriff determines that an alarm has been caused by the malfunction of the indicator at the Department;

(B) When the Sheriff determines that an alarm has been caused by damage, testing or repair of telephone equipment or lines by the telephone company provided that such incidents are promptly reported to the telephone company;

(C) When an alarm is caused by an attempted and unauthorized or illegal entry, of which there is visible evidence;

(D) When an alarm is intentionally caused by the resident acting under a reasonable belief that a need exists to call the Department;

(E) When an alarm is followed by a call to the Department canceling the alarm by giving proper information, prior to the arrival of the Department at the source of the alarm.

"Alarm User" is a person who uses an alarm system to protect any building, structure, facility or premises.

"Automatic Dialing Device" means an alarm system which automatically dials a specific telephone number and transmits an emergency message by a recording over regular telephone lines when actuated.

"Direct Signal Alarm System" means an alarm system which provides for a special telephone line that is directly connected to Department and has an outlet at Department which emits a sound or transmits a signal or both when actuated.

"Sheriff" means the Sheriff of St. Clair County, Illinois, and includes his duly authorized agents.

"Department" means the Sheriff's Department of St. Clair County, Illinois.

30-5-3 FALSE ALARM FINE.

(A) Upon determination of the Department all false alarms totaling **three (3)** within the immediately preceding **thirty (30) day** period to which the Department responds shall result in a **Fifty Dollar (\$50.00)** fine. For each false alarm responded to after the **third (3rd) false alarm** in the same **thirty (30) day** period an additional **Fifty Dollar (\$50.00)** fine will be assessed per occurrence. **(Ord. No. 93-423; 10-25-93)**

(B) Upon termination by the Department that a false alarm has occurred, the Department shall send a notice to the alarm user notifying the alarm user of the determination and directing payment within **thirty (30) days**.

(C) The Department shall cancel any notice or fine upon satisfactory proof by the alarm user that a particular alarm falls within the exceptions enumerated in **Section 30-5-2(C)**.

(D) Willful refusal to pay the fine within **thirty (30) days** of notice shall constitute a violation of this Chapter, but in any prosecution under **Section 30-5-7** for violation of this provision, the County shall prove, in addition to the willful refusal to pay, that the fine was properly imposed.

30-5-4 AUTOMATIC DIALING DEVICE.

(A) No person shall install or use an automatic dialing device which is programmed to dial any St. Clair County Government phone line.

(B) Within **ninety (90) days** from the effective date of this Chapter all automatic dialing devices programmed to dial any St. Clair County Government phone lines shall be reprogrammed to dial any other consenting person who may relay the emergency message to the Department by live voice. The alarm user of such device shall be responsible for having his alarm system reprogrammed within the **ninety (90) day** period. **(Ord. No. 96-571; 04-29-96)**

30-5-5 DIRECT SIGNAL ALARM SYSTEM.

(A) All direct signal alarm systems which connect to Department are prohibited except for Federal institutions which are required to have such an alarm system under Federal law.

(B) Any Federal institution which is permitted to have a direct signal alarm system shall be required to pay all costs for the installation, maintenance and repair of the alarm system and shall be subject to the provision of **Section 30-5-3**.

30-5-6 AUDIBLE ALARM.

(A) An "audible alarm*" is an alarm equipped with an exterior sound-producing device such as a gong, buzzer, siren, bell or horn.

(B) No person shall install or use an audible alarm without a **thirty (30) minute** timer.

(C) Within **ninety (90) days** from the effective date of this Chapter, any alarm user having an audible alarm shall be responsible for equipping it with a **thirty (30) minute** timer.

30-5-7 VIOLATIONS AND PENALTIES.

(A) Any person who violates or causes a violation of any provision of this Chapter shall be punishable, upon conviction, by imprisonment for not more than **six (6) months** or by a fine of not more than **Five Hundred Dollars (\$500.00)** or by both such fine and imprisonment, and each day such violation continues shall be deemed a separate offense.

(B) The St. Clair County State's Attorney may bring an action in the name of St. Clair County, Illinois to restrain or prevent a violation of any provision of their Chapter or a continuance of any such violation.

30-5-8 CONTRACTS WITH MUNICIPALITIES. In order to enter into a contract or renew a contract with St. Clair County for the providing of police services a municipality shall adopt legislation identical in substance to this Chapter. **(Ord. No. 91-286; 06-24-91)**

30-5-9 MABAS AGREEMENT. The Chairman of the St. Clair County Board is 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 hereof. **(Ord. No. 10-1033; 11-29-10)**

ARTICLE VI - RISK CONTROL SAFETY MANUAL

30-6-1 **ADOPTION.** The St. Clair County Board hereby adopts the 1990 Risk Control Safety Manual as approved by the Public Safety Committee of the St. Clair County Board and incorporated herein as **Exhibit A. (Ord. No. 90-217; 09-24-90)**

**ARTICLE VII - EMERGENCY MANAGEMENT AGENCY
(EMA)**

30-7-1 **SHORT TITLE.** This Article may be cited as the Illinois Emergency Management Agency Act.

30-7-2 **POLICY AND PURPOSES.**

(A) Because of the possibility of the occurrence of disasters of unprecedented size and destructiveness resulting from the explosion in this or in neighboring states of atomic or other means from without or by means of sabotage or other disloyal actions within, or from fire, flood, earthquake, telecommunications failure, or other natural or technological causes, and in order to insure that this State will be prepared to and will adequately deal with any disasters, preserve the lives and property of the people of this State and protect the public peace, health, and safety in the event of a disaster, it is found and declared to be necessary:

- (1) To create an Illinois Emergency Management Agency and to authorize emergency management programs within the political subdivisions of the State.
- (2) To confer upon the Governor and upon the principal executive officer of the political subdivisions of the State the powers provided herein.
- (3) To provide for the rendering of mutual aid among the political subdivisions and taxing districts of the State and with other states and with respect to the carrying out of an emergency management program.

(B) It is further declared to be the purpose of this Article and the policy of the State that all emergency management programs of this State be coordinated to the maximum extent with the comparable programs

The purpose of the EMA shall be the coordination of emergency services functions which may be necessary for or proper to prevent, minimize, repair and alleviate injury and damage resulting from any natural or technological causes.

(C) The EMA shall consist of the Coordinator and such additional members as may be selected by the Coordinator and approved by the County Board.

(D) All emergency services functions of the EMA shall at all times be in accordance with the provisions of the Act and all rules and regulations promulgated thereunder.

30-7-2 LIMITATIONS.

(A) Nothing in this Code shall be construed to interfere with the course or conduct of a labor dispute, except that actions otherwise authorized by this Code or other laws may be taken when necessary to mitigate imminent or existing danger to public health or safety.

(B) Interfere with dissemination of news or comment of public affairs; but any communications facility or organization (including but not limited to radio and television stations, wire services, and newspapers) may be requested to transmit or print public service messages furnishing information or instructions in connection with a disaster.

(C) Affect the jurisdiction or responsibilities of police forces, fire fighting forces, units of the armed forces of the United States, or of any personnel thereof, when on active duty; but State and political subdivision emergency operations plans shall place reliance upon the forces available for performance of functions related to emergency management.

(D) Limit, modify, or abridge the authority of the Governor to proclaim martial law or exercise any other powers vested in him under the constitution, statutes, or common law of this State, independent of or in conjunction with any provisions of this Act; limit any home rule unit; or prohibit any contract or association pursuant to Article VII, Section 10 of the Illinois Constitution.

30-7-3 DEFINITIONS.

"Emergency Management" means the efforts of the State and the political subdivisions to develop, plan, analyze, conduct, implement and maintain programs for disaster mitigation, preparedness, response and recovery.

"Emergency Management Agency" means the agency established by ordinance within a political subdivision to coordinate the emergency management program within the political subdivision and with private organizations, other political subdivisions, the State and federal governments.

"Emergency Operations Plan" means the written plan of the State and political subdivisions describing the organization, mission, and functions of the government and supporting services for responding to and recovering from disasters.

"Emergency Services" means the coordination of such functions by the State and its political subdivision, other than functions for which military forces are primarily responsible, as may be necessary for proper to prevent, minimize, repair and alleviate injury and damage resulting from any natural or technological causes. These functions include, without limitation, fire fighting services, police services, medical and health services, rescue, engineering, warning services, communications, radiological, chemical and other special weapons defense, evacuation of persons from stricken or threatened areas, emergency assigned functions of plant protection, temporary restoration of public utility services and other functions related to civilian protection, together with all other activities necessary or incidental to protecting life or property.

"Disaster" means an occurrence or threat of widespread or severe damage, injury or loss of life or property resulting from any natural or technological cause, including but not limited to fire, flood, earthquake, wind, storm, hazardous materials spill or other water contamination requiring emergency action to avert danger or damage, epidemic, air contamination, blight, extended periods of severe and inclement weather, drought, infestation, critical shortages of essential fuels and energy, explosion, riot, or hostile military or paramilitary action.

"Mobile Support Team" means the utilization of personnel to be dispatched by the Governor, or, if he so authorized the Director, by the Director, to supplement local political subdivisions for emergency management programs in response to a disaster.

"Coordinator" means the staff assistant to the principal executive officer of a political subdivision with the duty of coordinating the emergency management programs of that political subdivision.

"Political Subdivision" means any county, city, village, incorporated town or township is in a county having a population of more than **two million (2,000,000)**.

"Principal Executive Officer" means chairman of the county board, supervisor of a township if the township is in a county having a population of more than **two million (2,000,000)**, mayor of a city or incorporated town, president of a village, or in their absence or disability, the interim successor as established pursuant to Section 7 of the Emergency Interim Executive Succession Act.

"Disaster Training Exercise" means a planned event designed specifically to simulate an actual disaster which will provide emergency operations training for emergency response personnel. Actual response by EMA volunteers to local emergency situations not qualifying as disasters, as defined in this Section, is considered a disaster training exercise. Provided, however, that performance of the usual and customary emergency functions of a political subdivision (e.g., police, fire or emergency medical services) is not included within this definition of a disaster training exercise.

"Illinois Emergency Management Agency" OR "IEMA" means the agency established by this Act within the executive branch of State Government responsible for coordination of the overall emergency management program of the State and with private organizations, political subdivisions and the federal government.

"Municipality" means any city, village or incorporated town.

30-7-4 FUNCTIONS STATUTORY RESPONSIBILITIES.

(A) Each county shall maintain an EMA which has jurisdiction over and serves the entire county, except as otherwise provided in this Act.

(B) The County EMA shall not have jurisdiction within a political subdivision that has its own emergency management agency, but shall cooperate with the emergency management of a city, village or incorporated town within their borders.

(C) The County EMA shall work with the liaison appointed by each municipality within its jurisdiction which is not required to and does not have an emergency management agency in order to facilitate the cooperation and protection of that municipality with the County EMA in which it is located in the work of disaster mitigation, preparedness, response and recovery.

(D) The Principal Executive Officer of the County shall notify the Illinois Emergency Management Agency of the manner in which the political subdivision is providing or securing emergency management, identify the executive head of the EMA and furnish additional information relating thereto as the Illinois Emergency Management Agency requires.

(E) The EMA shall prepare and keep current as emergency operations plan for its geographic boundaries. It shall be submitted to the IEMA for review and approval, in accordance with P.A. 87-168.

(F) The EMA shall prepare and distribute to all appropriate officials in written form a clear and complete statement of the emergency responsibilities of all local departments and officials and of the disaster chain of command.

(G) The EMA shall coordinate emergency management functions within the territorial limits of the subdivision within which it is organized as are prescribed in and by the State Emergency Operations Plan, and programs, orders, rules and regulations as may be promulgated by the Illinois Emergency Management Agency and in addition, shall conduct such functions outside of those territorial limits as may be required pursuant to such mutual aid agreements and compacts as are entered into under subparagraph (5) of paragraph (C) of Section 6 of the Illinois Emergency Management Agency Act. (P.A. 87-168, eff. January 1, 1992).

(H) The County upon advise from the EMA may enter into contracts and incur obligations necessary to place it in a position effectively to combat such disasters in order to protect the health and safety of persons and to protect property, and to provide emergency assistance to victims of those disasters. If such a disaster occurs, the County may exercise the powers vested under this Section in the light of the exigencies of the disaster and, excepting mandatory constitutional requirements, without regard to the procedures and formalities normally prescribed by contracts, the incurring of obligations, the employment of temporary workers, the rental of equipment, the purchase of supplies and materials, and the appropriation, expenditure and disposition of public funds and property.

(I) The EMA personnel who, while engaged in a disaster or disaster training exercise, suffer disease, injury or death, shall, for the purpose of benefits under the Workers' Compensation Act or Workers' Occupational Diseases Act only, be deemed to be employees of the State, if:

- (1) the claimant is duly qualified and enrolled (sworn in) as a volunteer for the Illinois Emergency Management Agency or an emergency management agency accredited by the Illinois Emergency Management Agency, and;
- (2) if the claimant was participating in an actual disaster as defined in paragraph (E) of Section 4 of the Act or the exercise participated in was specifically and expressly approved by the Illinois Emergency Management Agency. Illinois Emergency Management Agency shall use the same criteria for approving an exercise and utilizing State volunteers as required for any political subdivision. The computation of benefits payable under either of those Acts shall be based on the income commensurate with comparable State employees doing the same type work or income from the person's regular employment, whichever is greater.

- (J) Prior to conducting a disaster training exercise, the Principal Executive Officer of the County or his designee shall provide area media with written notification of the disaster training exercise. Such notification shall indicate that information relating to the disaster training exercise shall not be released

to the public until commencement of the exercise. The notification shall also contain a request that the notice be so posted to ensure that all relevant media personnel are advised of the disaster training exercise, all messages, two-way radio communications, briefings, status reports, news released, and other oral or written communications shall begin and end with the following statement; "This is an exercise message".

30-7-5 EMA COORDINATOR; OFFICE.

(A) The EMA shall have a Coordinator who shall be appointed by the Principal Executive Officer of the County in the same manner as are the heads of regular governmental departments.

(B) The EMA Coordinator shall have direct responsibility for the organization, administration, training and operation of the EMA, subject to the direction and control of that Principal Executive Officer.

(C) The EMA shall have an office and the County is authorized to designate space in a County building, or elsewhere, as may be provided for the EMA.

30-7-6 COMPENSATION; STATE REIMBURSEMENT.

(A) EMA members who are paid employees or officers of the County, if called for training by the State Director, shall receive for the time spent in such training the same rate of pay as is attached to the position held; member who are not such County employees or officers shall receive for such training such compensation as may be established by the County Board.

(B) The State Treasurer may receive and allocate to the appropriate fund, any reimbursement by the State to the County for expenses incident to training members of the EMA prescribed by the State Director, compensation for services and expenses of members of a Mobile Support Team while serving outside the County in a response to a call by the Governor or State Director, as provided by law, and any other reimbursement made by the State incident to EMA activities as provided by law.

30-7-7 LOCAL DISASTER DECLARATIONS.

(A) A local disaster may be declared only by the Principal Executive Officer of the County, or his interim emergency successor, as provided in Section 7 of the Emergency Interim Executive Succession Act (**5 ILCS 275/1 et seq.**). It shall not be continued or renewed for a period in excess of **seven (7) days** except by or with the consent of the governing board of the County. Any order or proclamation declaring, continuing, or terminating a local disaster shall be given prompt and general publicity and shall be filed promptly with the County Clerk.

(B) The effect of a declaration of a local disaster is to activate the emergency operations plan of the County and to authorize the furnishing of aid and assistance thereunder.

30-7-8 TESTING OF DISASTER WARNING DEVICES.

(A) The EMA shall be allowed to test disaster warning devices including outdoor warning sirens on the **first (1st) Tuesday of each month at 10 o'clock** in the morning.

(B) The EMA may also test disaster warning devices including outdoor warning sirens during disaster training exercises that are specifically and expressly approved in advance by the Illinois Emergency Management Agency.

30-7-9 MUTUAL AID BETWEEN POLITICAL SUBDIVISIONS.

(A) The EMA Coordinator may, in collaboration with other public agencies within his immediate vicinity, develop or cause to be developed mutual aid arrangements with other political subdivisions within this State for reciprocal disaster response and recovery assistance in case a disaster is too great to be dealt with unassisted. Such mutual aid shall not, however, be effective unless and until approved by each of such political subdivisions. Such arrangements shall be consistent with the State Emergency Operations Plan and State emergency management program, and in the event of such a disaster as described in Section 4 of the Illinois Emergency Management Agency Act, it shall be the duty of the EMA to render assistance in accordance with the provisions of such mutual aid arrangements.

(B) The EMA Coordinator may, subject to the approval of the Director of the Illinois Emergency Management Agency, assist in the negotiation of mutual aid agreements between this and other states.

30-7-10 IMMUNITY.

(A) Neither the State, any political subdivision of the State, nor, except in cases of negligence or willful misconduct, the Governor, the Director, the Principal Executive Officer of a political subdivision, or the agents, employees, or representatives of any of them, engaged in any emergency management response or recovery activities of any of them, while complying with or attempting to comply with the Act or any rule or regulations promulgated pursuant to the Act is liable for the death of or any injury to persons, or damage to property, as a result of such activity. This Section does not, however, apply to political subdivisions and principal executive officers required to maintain emergency management agencies that are not in compliance with Section 10 of the Act, notwithstanding provisions of any other laws. This Section does not, however, affect the right of any person to receive benefits to which he would otherwise be entitled under this Act under the Workers' Compensation Act or the Workers' Occupational Disease Act, or under any pension law, and this Section does not affect the right of any such person to receive any benefits or compensation under any Act of Congress.

30-7-11 AUTHORITY TO ACCEPT SERVICES, GIFTS, GRANTS OR LOANS.

(A) Whenever the federal government or any agency or officer thereof or whenever any person, firm or corporation shall offer to the County, services, equipment, supplies, materials, or funds by way of gift or grant, for purposes of emergency managements, the County, acting through the Principal Executive Officer, may accept such offer and upon such acceptance, may authorize an officer of the County to receive such services, equipment, supplies, materials or funds on behalf of the County.

(B) The County, acting through the Principal Executive Officer, shall have the authority to establish a special fund if needed to accept such gifts, grants or loans. The establishment of such a special fund shall be in accordance with all County ordinances relating to this subject matter and the laws of the State of Illinois. All services, gifts, grants or loans accepted pursuant to the Section shall be subject to County auditing procedures.

30-7-12 ORDERS, RULES AND REGULATIONS.

(A) The County Board shall have the authority to promulgate orders, rules and regulations upon the advise of the EMA Coordinator for the purpose of emergency management and in times of disaster.

(B) The EMA shall execute and enforce such orders, rules and regulations as may be made by the Governor under the authority of the Illinois Emergency Management Agency Act (P.A. 87-168). The EMA shall have available for inspection at its office all orders, rules and regulations made by the Governor, or under the Governor's authority and which have been provided by the Illinois Emergency Management Agency.

30-7-13 UTILIZATION OF EXISTING AGENCY, FACILITIES, AND PERSONNEL.

The EMA acting through its Principal Executive officer may utilize the services, equipment, supplies and facilities of existing departments, offices and agencies within its jurisdiction, to maximum extent practicable, and the officers and personnel of all such departments, offices and agencies are directed, upon request, to cooperate with and extend such services and facilities as needed.

30-7-14 OATH. Every person appointed to serve in any capacity in the County EMA organization shall, before entering upon his duties, subscribe to the following oath, which shall be filed with the EMA 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 I am affiliated with the (name of political subdivision), I will not advocate nor become a member of any political party or organization that advocates the over throw of the government of the United States or of this State by force or violence."

30-7-15 NO PRIVATE LIABILITY.

(A) Any person owning or controlling real estate or other premises who voluntarily and without compensation grants a license or privilege, or otherwise permits the designation or use of the whole or any part or parts of such real estate or premises for the purpose of sheltering persons during an actual or impending disaster, or a disaster training exercise together with his successors in interest, if any, shall not be civilly liable for negligently causing the death of, or injury to, any person on or about such real estate or premises under such license, privilege or other permission, or for negligently causing loss of, or damage to, the property of such person.

(B) Any private person, firm or corporation and employees and agents of such person, firm or corporation in the performance of a contract with, and under the direction of the County under the provisions of the Act shall not be civilly liable for causing the death of, or injury to, any person or damage to any property except in the event of willful misconduct.

(C) Any private person, firm or corporation, and any employee or agent of such person, firm or corporation, who renders assistance or advice at the request of the County under the Act during an actual or impending disaster, shall not be civilly liable for causing the death of, or injury to, any person or damage to any property except in the event of willful misconduct.

30-7-16 PROHIBITION OF POLITICAL ACTIVITY. The EMA established by this Code shall not be employed directly or indirectly by any person for political purposes.

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 determine 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 county, 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; however, any expenses recoverable from third parties shall be equitably distributed among responding parties. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statutes.

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 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.