State of Illinois) SS Belvidere, Illinois)

BELVIDERE CITY COUNCIL REGULAR MEETING AGENDA

August 7, 2023

Convened in the Council Chambers, 401 Whitney Blvd, Belvidere IL at 7:00 p.m.

(1) Roll Call:

- (2) Pledge of Allegiance: Invocation:
- (3) Public Comment: (Please register with the City Clerk):
- (4) Approval of Minutes:
 - (A) Approval of Minutes of the regular meeting of the Belvidere City Council of July17, 2023; as presented.
 - (B) Approval of Minutes of the special meeting of the Belvidere City Council of July 24, 2023; as presented.
- (5) Public Hearing: None.
- (6) Special Messages and Proclamations: None.
- (7) Approval of Expenditures: None.
- (8) Committee Reports and Minutes of City Officers:
 - (A) Approval of Minutes of Committee of the Whole Public Safety, Finance & Personnel of July 24, 2023; as presented.
- (9) Unfinished Business: None.
- (10) New Business:
 - (A)Ord. #633H 1st Reading: An Ordinance Amending Section 2-61 Meetings Time and Place of the City of Belvidere Municipal Code.
 - (B) Res. #2023-18 A Resolution Permanently Dedicating A Portion of Logan Ave. as "Jeff Smith Memorial Avenue."
 - (C) Res. #2023-19 A Resolution Authorizing an Intergovernmental Agreement for Participation in MABAS Master Agreement 2022.

(D)Res. #2023-20 – A Resolution Authorizing the Mayor to Execute an Amendment to the Billing Services Agreement Between the City of Belvidere and EMS Management & Consultants Inc. Formerly Approved by Resolution 2023-10 to Provide for the Collection of Delinquent Accounts.

Motions forwarded from Committee of the Whole – Public Safety, Finance & Personnel of July 24, 2023.

Motions of Public Safety – Chairman Matthew Fleury:

(A) Motion to accept the \$3,000.00 donation from Country Financial's "Operation Helping Heroes." and to utilize the funds to purchase an iPad, Cell Phone, Uniforms and Training for the new inspector that will be hired on August 7, 2023.

(11) Adjournment:

State of Illinois) SS Belvidere, Illinois)

BELVIDERE CITY COUNCIL REGULAR MEETING MINUTES

Date: July 17, 2023

Convened in the Belvidere Council Chambers, 401 Whitney Blvd, Belvidere Illinois at 7:00 p.m.

Call to order by Mayor Morris.

(1) Roll Call: Present: J. Albertini, M. Fleury, W. Frank, M. Freeman, S. Gramkowski, M. McGee, N. Mulhall, T. Porter and D. Snow.

Absent: R. Brereton.

Other staff members in attendance:

Public Works Director Brent Anderson, Fire Chief Shawn Schadle, Police Chief Shane Woody, Community Development Planner Gina DelRose, Budget and Finance Officer Shannon Hansen, City Attorney Mike Drella and City Clerk Sarah Turnipseed.

- (2) Pledge of Allegiance: Invocation: Mayor Morris.
- (3) Public Comment: Julie Garrett with the U.S. Small Business Administration spoke on Economic Injury Disaster Loans currently available.

Louis Mielke spoke concerning the intersection of Grover Street and Biester Dr.

(4) Approval of Minutes:

(A) Approval of minutes of the regular meeting of the Belvidere City Council of July 3, 2023; as presented.

Motion by Ald. Fleury, 2nd by Ald. Mulhall to approve the minutes of the regular meeting of the Belvidere City Council of July 3, 2023. Aye voice vote carried. Motion carried.

(5) Public Hearing: Community Development Block Grant (CDBG) Project.

Mayor Morris opened the public hearing at 7:12p.m. for the publication of the Community Development Block Grant (CDBG) Project that appeared in the Boone County Journal on July 6, 2023. Mayor Morris asked if there was anyone present to address the public hearing, there being none the public hearing closed at 7:13p.m. (6) Special Messages and Proclamations: None.

(7) Approval of Expenditures: General & Special Fund Expenditures: \$1,973,858.35 Water & Sewer Fund Expenditures: \$529,973.64

Motion by Ald. Snow, 2nd by Ald. Porter to approve the General & Special Fund Expenditures in the amount of \$1,973,858.35. Discussion took place concerning payables. Roll Call Vote: 9/0 in favor. Ayes: Albertini, Fleury, Frank, Freeman, Gramkowski, McGee, Mulhall, Porter and Snow. Nays: None. Motion carried.

Motion by Ald. Albertini, 2nd by Ald. McGee to approve the Water & Sewer Fund Expenditures in the amount of \$529,973.64. Discussion took place concerning payables. Roll Call Vote: 9/0 in favor. Ayes: Fleury, Frank, Freeman, Gramkowski, McGee, Mulhall, Porter, Snow and Albertini. Nays: None. Motion carried.

(8) Committee Reports and Minutes of City Officers:

- (A) Monthly Report of Belvidere Police Department Overtime Pay for June 2023.
- (B) Monthly Report of Belvidere Fire Department Overtime Pay for June 2023.
- (C) Monthly Report of Community Development Department/Planning Department for June 2023.
- (D) Monthly Report of Building Department Revenues, Residential Building Permits, Commercial Permits and Case Reports for June 2023.
- (E) Monthly General Fund Report for June 2023.
- (F) Monthly Water/Sewer Fund Report June 2023.
- (G) Monthly CD Investments for June 2023.

Let the record show these reports were placed on file.

(H) Minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of July 10, 2023.

Motion by Ald. Fleury, 2nd by Ald. Snow to approve the minutes of Committee of the Whole – Building, Planning and Zoning and Public Works of July 10, 2023. Aye voice vote carried. Motion carried.

(9) Unfinished Business: None.

(10) New Business:

(A) Motion to Waive Section 2-88, Referral to Committees, of the City of Belvidere Municipal Code with respect to Block Party Request – Close Willow Street (Corner of Douglas/Willow to 710 Willow Street). Belvidere City Council July 17, 2023

Motion by Ald. Snow, 2nd by Ald. Frank to Waive Section 2-88, Referral to Committees, of the City of Belvidere Municipal Code with respect to the Block Party Request – Close Willow Street (Corner of Douglas/Willow to 710 Willow Street). Roll Call Vote: 9/0 in favor. Ayes: Frank, Freeman, Gramkowski, McGee, Mulhall, Porter, Snow, Albertini and Fleury. Nays: None. Motion carried.

(B) Block Party Request – Close Willow Street from the corner of Douglas/Willow to 710 Willow Street.

Motion by Ald. Frank, 2nd by Ald. Porter to approve the Block Party Request to closed Willow Street from the corner of Douglas/Willow to 710 Willow Street on August 1, 2023 from 5p.m. to 9p.m. Roll Call Vote: 9/0 in favor. Ayes: Freeman, Gramkowski, McGee, Mulhall, Porter, Snow, Albertini, Fleury and Frank. Nays: None. Motion carried.

(C) Res. #2023-17: A Resolution for the City of Belvidere to apply to the State of Illinois for a Community Development Block Grant.

Motion by Ald. Albertini, 2nd by Ald. Porter to adopt Res.#2023-17. Roll Call Vote 9/0 in favor. Ayes: Gramkowski, McGee, Mulhall, Porter, Snow, Albertini, Fleury, Frank and Freeman. Nays: None. Motion carried.

Motions forwarded from Committee of the Whole – Building, Planning and Zoning and Public Works of July 10, 2023.

- (A) Motion to consent to and approve the appointment of Carl Gnewuch to serve as Chairperson of the Belvidere Planning and Zoning Commission for a one-year term ending May 2024. Roll Call Vote: 9/0 in favor. Ayes: McGee, Mulhall, Porter, Snow, Albertini, Fleury, Frank, Freeman and Gramkowski. Nays: None. Motion carried.
- (B) Motion to approve the allocated amount of \$26,462.00 for the Downtown Façade Improvement Grant as proposed in memo dated June 28, 2023, from Community Development Planner Gina DelRose. Roll Call Vote: 9/0 in favor. Ayes: Mulhall, Porter, Snow, Albertini, Fleury, Frank, Freeman, Gramkowski and McGee. Nays: None. Motion carried.
- (C) Motion to approve the low bid from Countryman, Inc. in the amount \$43,954.00, for the 2023 MFT Thermoplastic Pavement Striping Project, subject to IDOT approval. This work will be paid for from MFT Funds. Roll Call Vote: 9/0 in favor. Ayes: Porter, Snow, Albertini, Fleury, Frank, Freeman, Gramkowski, McGee and Mulhall. Nays: None. Motion carried.
- (D)Motion to approve the low bid from Rock Road Companies, in the amount of \$949,860.00, for the 2023 MFT Street Overlay Program, subject to IDOT approval. This work will be paid for from MFT Funds. Discussion took place concerning funds available. Roll Call Vote: 9/0 in favor. Ayes: Snow,

Albertini, Fleury, Frank, Freeman, Gramkowski, McGee, Mulhall and Porter. Nays: None. Motion carried.

- (E) Motion to approve the proposal from Ceroni Piping for new guide rails at the Highline lift station, in the amount of \$4,344.00. This work will be paid for from the Sewer Department Line Item #61-5-820-6005. Roll Call Vote: 9/0 in favor. Ayes: Albertini, Fleury, Frank, Freeman, Gramkowski, McGee, Mulhall, Porter and Snow. Nays: None. Motion carried.
- (F) Motion to approve the proposal from Helm Service to install four vent lines in the Main Equipment Building wet well at the WWTP, in the amount of \$4,793.00. This work will be paid for from the Sewer Department Line Item #61-5-820-6010. Roll Call Vote: 9/0 in favor. Ayes: Fleury, Frank, Freeman, Gramkowski, McGee, Mulhall, Porter, Snow and Albertini. Nays: None. Motion carried.
- (G) Motion to approve the engineering serves work order from Baxter & Woodman, in an amount not-to-exceed \$12,000.00 to complete the final clarifier condition report at the WWTP. This work will be paid for from Line Item #61-5-820-6190. Roll Call Vote: 9/0 in favor. Ayes: Frank, Freeman, Gramkowski, McGee, Mulhall, Porter, Snow, Albertini and Fleury. Nays: None. Motion carried.
- (H) Motion to approve of the proposal from Strand Associates, in the amount not-to-exceed \$21,700.00, for the lead service line inventory. This work will be paid for from grant funds. Discussion took place concerning grant process. Roll Call Vote: 9/0 in favor. Ayes: Freeman, Gramkowski, McGee, Mulhall, Porter, Snow, Albertini, Fleury and Frank. Nays: None. Motion carried.
- Motion to approve the Block Party Request to close E. 7th Street from Whitney Blvd. to S. Main Street on July 22, 2023, from 2:00p.m. to 10:00p.m. Discussion took place concerning request. Roll Call Vote: 9/0 in favor. Ayes: Gramkowski, McGee, Mulhall, Porter, Snow, Albertini, Fleury, Frank and Freeman. Nays: None. Motion carried.
- (J) Motion to consent to the appointment of Don Banks to the Community Building Complex Committee. Roll Call Vote: 9/0 in favor. Ayes: McGee, Mulhall, Porter, Snow, Albertini, Fleury, Frank, Freeman and Gramkowski. Nays: None. Motion carried.

Belvidere City Council July 17, 2023

(11) Adjournment:

Motion by Ald. McGee, 2nd by Ald. Albertini to adjourn meeting at 7:36p.m. Aye voice vote carried. Motion carried.

Mayor

Attest:

City Clerk

State of Illinois) SS Belvidere, Illinois)

BELVIDERE CITY COUNCIL SPECIAL MEETING MINUTES

Date: July 24, 2023

Convened in the Belvidere Council Chambers, 401 Whitney Blvd, Belvidere Illinois at 5:00p.m.

Call to order by Mayor Morris.

(1) Roll Call: Present: M. Fleury, W. Frank, M. Freeman, S. Gramkowski, M. McGee and D. Snow.

Absent: J. Albertini, R. Brereton, N. Mulhall and T. Porter.

Other staff members in attendance: Community Development Planner Gina DelRose and City Clerk Sarah Turnipseed.

(2) New Business:

(A) Houseal Lavigne Associates led planning exercise for the Belvidere Comprehensive Plan regarding issues and opportunities in the community.

Nik Davis and Jacob Moser with Houseal Lavigne Associates led a planning exercise for the Belvidere Comprehensive Plan. Discussion took place.

Ald. Albertini arrived at 5:42p.m.

(3) Adjournment:

Motion by Ald. Snow, 2nd by Ald. Gramkowski to adjourn meeting at 6:00p.m. Aye voice vote carried. Motion carried.

Mayor

Attest:

City Clerk

Minutes Committee of the Whole Public Safety and Finance and Personnel July 24, 2023 6:00 p.m.

Date: July 24, 2023

Convened in the Belvidere Council Chambers, 401 Whitney Blvd., Belvidere, Illinois at 6:00p.m.

Call to Order – Mayor Clinton Morris:

Roll Call:

Present:	J. Albertini, M. Fleury, W. Frank, M. Freeman,
	S. Gramkowski, M. McGee and D. Snow.

Absent: R. Brereton, N. Mulhall and T. Porter.

Other staff members in attendance:

Public Works Assistant Director Jordan Keck, Budget and Finance Officer Shannon Hansen, Director of Buildings Kip Countryman, Police Chief Shane Woody, Fire Captain Dave Burdick, Community Development Planner Gina Delrose, City Attorney Mike Drella and City Clerk Sarah Turnipseed.

<u>Public Comment</u>: Mayor Morris reminded everyone next week is a 5th Monday and there will not be a meeting and the next regular scheduled City Council Meeting with be August 7, 2023.

Mayor Morris commented to council the signup sheet for the city's tent at the Boone County Fair is available.

Public Forum: None.

Reports of Officers, Boards, and Special Committees:

Police Chief Shane Woody presented a Meritorious Service Award to Officer Joseph Danielak for recognizing a burglary in progress on December 21, 2022 which led to the apprehension of 3 individuals. Police Chief Shane Woody also presented Life-Savings awards to Officer Julie Kirk and Matthew Korn who performed CPR that saved a life on June 17, 2023.

Nik Davis with Houseal Lavigne Associates presented a kick-off to the Comprehensive Plan for the City of Belvidere.

Gina DelRose left at 6:26p.m.

- 1. Public Safety, Unfinished Business: None.
- 2. Public Safety, New Business:

(A) Police Department – Update.

Police Chief Shane Woody presented an update.

(B) Fire Department - Update.

No update given.

(C) Fire Department - "Operation Helping Heroes" donation.

Motion by Ald. Snow, 2nd by Ald. Fleury to accept the \$3,000.00 donation from Country Financial's "Operation Helping Heroes." and to utilize the funds to purchase an iPad, Cell Phone, Uniforms and Training for the new inspector that will be hired on August 7, 2023. Aye voice vote carried. Motion carried.

(D) Fire Department – Resolution authorizing an Intergovernmental Agreement for Participation in MABAS Master Agreement 2022.

Motion by Ald. Albertini, 2nd by Ald. Fleury to adopt a Resolution authorizing an Intergovernmental Agreement for Participation in the Mutual Aid Box Alarm System (MABAS Master Agreement 2022). Discussion took place concerning MABAS Agreement. Aye voice vote carried. Motion carried.

(E) Fire Department – Collection Agency Service Agreement.

Motion by Ald. Frank, 2nd Ald. McGee to enter into agreement for collection services provided by Life Line Billing Systems, LLC d/b/a LifeQuest Services. Discussion took place concerning agreement. Aye voice vote carried. Motion carried.

- 3. Finance & Personnel, Unfinished Business: None.
- 4. Finance & Personnel, New Business:

(A) Finance Department – Update.

Budget and Finance Officer Shannon Hansen presented an update.

5. Other:

(A)Resolution Permanently Dedicating A Portion of Logan Ave. as, "Jeff Smith Memorial Avenue"

Motion by Ald. Fleury, 2nd by Ald. Gramkowski to forward Resolution Permanently Dedicating A Portion of Logan Ave., as "Jeff Smith Memorial Ave." to City Council. Aye voice vote carried. Motion carried.

(B) City Council Meeting Times.

Motion by Ald. Albertini, 2nd by Ald. Snow to change the meeting time of the Regular City Council Meeting from 7:00p.m. to 6:00p.m. Discussion took place concerning City Council Meeting Time. Roll Call Vote: 5/2 in favor. Ayes: Albertini, Fleury, Freeman, McGee and Snow. Nays: Frank and Gramkowski. Motion carried.

(C) Executive Session to discuss Litigation, either Pending or Imminent pursuant to Section 2(c)11.

Motion by Ald. Snow, 2nd by Ald. Fleury to go into Executive Session at 6:59p.m. to discuss Litigation, either Pending or Imminent pursuant to Section 2(c)11. Roll Call Vote: 7/0 in favor. Ayes: Fleury, Frank, Freeman, Gramkowski, McGee, Snow and Albertini. Nays: None. Motion carried.

Motion by Ald. Snow, 2nd by Ald. Fleury to come out of Executive Session at 7:37p.m. Roll Call Vote: 7/0 in favor. Ayes: Frank, Freeman, Gramkowski, McGee, Snow, Albertini and Fleury. Nays: None. Motion carried.

6. Adjournment:

Motion by Ald. Frank 2nd by Ald. Albertini to adjourn meeting at 7:38p.m. Aye voice carried. Motion carried.

_____ Mayor

Attest: _____City Clerk

ORDINANCE #633H AN ORDINANCE AMENDING SECTION 2-61 MEETINGS TIME AND PLACE OF THE CITY OF BELVIDERE MUNICIPAL CODE

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Belvidere as follows:

- **SECTION 1:** Section 2-61 of the City of Belvidere Municipal Code is amended to read as set forth in the attached Exhibit A which is incorporated herein by this reference.
- **SECTION 2:** If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.
- **SECTION 3**: This Ordinance shall be in full force and effect from and after its passage and publication in pamphlet form as required by law.

Voting Aye: . Voting Nay: . Absent: .

APPROVED:

Mayor

ATTEST:

City Clerk Sarah Turnipseed

(SEAL)

Passed: Approved: Published:

Sec. 2-61. Time and place.

The regular meetings of the council shall be held at the city hall on the first and third Monday of every month at the hour of 6:00 p.m. If the regular meeting falls on a legal holiday, the meeting shall take place on the next secular day at the same hour. Adjourned meetings may be held at such time as the council may determine.

RESOLUTION NO. 2023-18

RESOLUTION PERMANENTLY DEDICATING A PORTION OF LOGAN AVE. AS, "JEFF SMITH MEMORIAL AVENUE"

WHEREAS, Jeff Smith was a resident of the City of Belvidere, Boone County Illinois; and

WHEREAS, Jeff Smith honorably served this Nation as a member of the United States Marine Corps and served with bravery and distinction during the Vietnam War; and

WHEREAS, Jeff Smith is the only known City of Belvidere resident to pay the ultimate sacrifice, killed in action on March 7, 1968, during the Vietnam War; and

WHEREAS, it is just, right and long overdue to recognize Jeff Smith and all members of the armed forces who served and have paid the ultimate sacrifice protecting the rights, privileges and freedoms that we as Americans enjoy.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BELVIDERE AS FOLLOWS:

Section 1:	The Mayor, Belvidere City Council and the citizens of Belvidere acknowledge our
	community is blessed to have brave men and women serving in in this Nations Armed
	Forces and are especially grateful for those that pay the ultimate sacrifice in defense of
	our and others' freedoms.

- Section 2: Be it known, from now on Logan Ave. between South State Street and Belvidere Road is hereby dedicated as "Jeff Smith Memorial Avenue."
- Section 3: The City of Belvidere also, in honor and memory of Jeff Smith, recognizes and welcomes home all of his fellow Vietnam Veterans with long overdue gratitude and appreciation for service to our great Nation
- Section 4: The City of Belvidere's Public Works Department shall install and maintain signs designating "Jeff Smith Memorial Ave." as a reflection of our community's sincere gratitude to Jeff Smith, his family and all members of the Armed Services who have paid the ultimate sacrifice.

Adopted by the City of Belvidere, Illinois this Day of 2023.

Clinton Morris, Mayor

Attest: _____

Sarah Turnipseed, City Clerk

Ayes:	
Nays:	
Absent:	

RESOLUTION NO. 2023-19 AN RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE MUTUAL AID BOX ALARM SYSTEM (MABAS MASTER AGREEMENT 2022)

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid, based roughly on the Chicago Fire Department's box alarm system of predetermined resources assigned to respond to a specific incident or area. Since 1968, MABAS has grown into a multi-state organization to coordinate responses to fires, emergency medical calls, hazardous material, technical rescue and other emergencies and disasters through prearranged mutual aid and dispatch agreements. The system is designed to facilitate all levels of mutual aid from day-to-day automatic aid responses to major incidents and disasters requiring significant deployment of resources. MABAS member Units include the gambit from all-volunteer fire departments to major cities like Chicago, Milwaukee and St. Louis; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement in about 1988, MABAS has grown exponentially to its current composition of almost 1200 Illinois Units and 2200 total Units in Illinois and several adjoining States; and

WHEREAS, it is the express intent of member Units that the MABAS Agreement be in a form which can be adopted by Units in different States where Units may lawfully enter into agreements providing for their mutual aid and protection. Thus, even if the MABAS Agreement does not specifically cite the applicable current legal authority for a particular State and its member Units, the lack of such citation shall not be construed in any manner as an impediment to or prohibition of Units from other States from joining MABAS. It is also the express intent of the member Units that all Units adopt this same Intergovernmental Agreement without modification; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations 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 including units of local government from another state; 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 Mayor/President and the Council/Board of Trustees of

have determined that it is in the best interests of this unit of local government and its residents to enter into a Mutual Aid Box Alarm System Agreement to secure to each the benefits of mutual aid in fire protection, firefighting, rescue, emergency medical services and other activities for the protection of life and property from an emergency or disaster and to provide for communications procedures, training and other necessary functions to further the provision of said protection of life and property from an emergency or disaster.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Belvidere, Boone County, Illinois as follows:

SECTION ONE: INCORPORATION OF RECITALS: The recitals set forth above are incorporated here by reference.

SECTION TWO: APPROVAL OF AGREEMENT: The Mutual Aid Box Alarm System Master Agreement, (Approved by the MABAS Executive Board October 19, 2022) is hereby approved, and the Mayor/President and the Clerk/Secretary be and are hereby authorized and directed to execute the Mutual Aid Box Alarm System Master Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION THREE: REPEALER: All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Resolution shall be, and the same are hereby repealed to the extent of the conflict.

SECTION FOUR: SEVERABILITY: This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

SECTION FIVE: EFFECTIVE DATE This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED this _ follows:	day of	, 20, by a roll call vote as
AYES:		
NAYS:		
ABSENT:		
Approved:	Mayor	
ATTEST:	Clerk	



MUTUAL AID BOX ALARM SYSTEM MASTER AGREEMENT

As Approved by the MABAS Executive Board: October 19, 2022

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This Agreement by and among the units of federal, state and local government, and other non-governmental emergency response organizations, subscribed hereto, hereafter referred to as "Units", or "Parties" is made and entered into the date set forth next to the signatures of those authorized to execute this Agreement on behalf of the respective Parties, each Party having approved this Agreement and adopted same pursuant to their state's constitutional and statutory authority and in a manner provided by law. In order to provide efficient and effective management of this Agreement, groups of the Parties may be established as "Chapters" on a state-by-state basis and Chapters may include Parties from adjoining states.

WHEREAS, the Mutual Aid Box Alarm System (MABAS) was formally organized beginning in 1968 in the northwest and western suburbs of Chicago, Illinois to coordinate and automate fire department mutual aid based roughly on the Chicago Fire Department's box alarm system, whereby predetermined resources of personnel and fire equipment were assigned to respond to a specific incident or area; and

WHEREAS, MABAS has grown into a multi-state organization through prearranged mutual aid and dispatch agreements that coordinate responses to emergencies and disasters including fires, emergency medical calls, hazardous material incidents, water related rescues, and technical rescues, and MABAS is designed to facilitate all levels of mutual aid from day-today automatic aid responses to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master MABAS intergovernmental agreement circa 1988, MABAS has grown exponentially to its current composition of almost 1,200 Illinois Units and 2,200 total Units in Illinois and several nearby States with Units ranging from all-volunteer fire departments to major cities like Chicago, Milwaukee, and St. Louis; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law; and

1

WHEREAS, the Illinois "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 including units of local government from another state; and

WHEREAS, Section 5 of the Illinois "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 Indiana Code at Section 36-1-7 (IC 36-1-7) authorizes an Indiana political subdivision to enter into a mutual aid agreement with political subdivisions of states other than Indiana, provided the agreement contains the necessary terms and conditions set out in IC 36-7-3, is approved by the Indiana Attorney General as required under IC 36-1-7-4, is recorded with the county recorder and filed with the Indiana State Board of Accounts as required under IC 36-1-7-6; and

WHEREAS, for the purposes of Chapter 3 of Indiana Emergency Management and Disaster law, the term "political subdivision" means city, town, township, county, school corporation, library district, local housing authority, public transportation corporation, local building authority, local hospital or corporation, local airport authority or other separate local governmental entity that may sue and be sued. (See IC 10-14-3-6, IC 36-1-2-13, IC 36-1-2-10, IC 36-1-2-11, IC 36-1-2-18); and

WHEREAS, the Indiana Code at Section 10-14-6.5 (IC 10-14-6.5) authorizes the State of Indiana and local units of government to enter into agreements to provide interstate mutual aid for emergency responses that do not rise to the level requiring a state or local declaration of a state of emergency or disaster; and

WHEREAS, Chapter 28E of the State Code of Iowa provides that any powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States permit such joint exercise or enjoyment (See 28E.3); and

WHEREAS, the State Code of Iowa, in Chapter 28E, authorizes any one or more public agencies to contract with any one or more other 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 (See 28E.12); and

WHEREAS, for the purposes of Chapter 28E of the State Code of Iowa, the term "public agency" means any political subdivision of the State of Iowa; any agency of Iowa's government or of the United States; and any political subdivision of another state (See 28E.2); and

WHEREAS, the Constitution of the State of Michigan, 1963, Article VII, Section 28, authorizes units of local government to contract as provided by law; and

WHEREAS, the Urban Cooperation Act of 1967, 1967 PA 7, MCL 124.501, *et seq.*, provides that any political subdivision of Michigan or of another state may enter into interlocal agreements for joint exercise of power, privilege, or authority that agencies share in common and might each exercise separately; and

WHEREAS, Minnesota Statute 471.59 authorizes two or more governmental units, by agreement entered into through action of their governing bodies, to jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised; and

WHEREAS, the term "governmental unit" in Minnesota Statute 471.59 includes every city, county, town, school district, and other political subdivision of this or another state; another state; the University of Minnesota; licensed nonprofit hospitals; and any agency of the state of Minnesota or the United States. The term also includes any instrumentality of a governmental unit if that unit has independent policy-making and appropriating authority; and

WHEREAS, Article VI, Section 16 of the Constitution of Missouri and Sections 70.210, 70.320, and 70.220.1, of the Revised Statutes of Missouri, provide that any municipality or political subdivision of the state of Missouri may contract and cooperate with other municipalities or political subdivisions thereof, or with other states or their municipalities or political subdivisions, or with the United States, to provide a common service as provided by law so long as the subject and purpose of such are within the scope of the powers of such municipality or political subdivision; and

WHEREAS, for the purposes of Sections 70.210, 70.320, and 70.220.1 of the Revised Statutes of Missouri, "municipality" means municipal corporations, political corporations, and other public corporations and agencies authorized to exercise governmental functions; and "political subdivision" means counties, townships, cities, towns, villages, school, county library, city library, city-county library, road, drainage, sewer, levee and fire districts, soil and water conservation districts, watershed subdistricts, county hospitals, and any board of control of an art museum, and any other public subdivision or public corporation having the power to tax; and

WHEREAS, Title LV, Section 5502.291 of the Ohio Revised Code authorizes the governor to enter into mutual aid arrangements for reciprocal emergency management aid and assistance with other states and to coordinate mutual aid plans between political subdivisions, between the State of Ohio and other states, or between the State of Ohio and the United States; and

WHEREAS, Sections 66.0301 and 66.0303, Wisconsin Statutes, authorize municipalities to contract with municipalities of another state for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by statute to the extent that laws of the other state or of the United States permit the joint exercise; and, jointly exercise powers delegated to them and, thereby, to make certain agreements concerning boundary lines between themselves; and

WHEREAS, for the purposes of Subchapter III of Chapter 66 of the Wisconsin Statutes, the term "municipality" includes political subdivisions, which refers to any city, village, town, or county in this state or any city, village, town, county, district, authority, agency, commission, or other similar governmental entity in another state; (See Wis. Stat. 66.0303(1), 66.0304(1)(f)); and

WHEREAS, similar provisions providing for intergovernmental cooperation exist in the other states in which any Party to this Agreement resides, and which provide legal authority for each respective Party to enter into the Agreement; and

WHEREAS, the Parties 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, suppression, provision of rescue and emergency medical assistance, hazardous materials control, technical rescue, training and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and to engage in Training and other preparedness activities in furtherance of the foregoing mutual aid activities; and

NOW, THEREFORE, in consideration of the mutual covenants and understandings set forth in this Agreement, and pursuant to the authority bestowed upon the Parties set forth above, it is agreed by, among and between the Parties as follows:

SECTION ONE - PURPOSE

It is recognized and acknowledged that leveraging collective resources from other Units to provide effective, efficient response to Emergencies, Disasters, or Serious Threats to Public Safety is desired. Further, it is acknowledged that the closest, available Unit(s) that can render aid may be outside of a requesting Unit's or Chapter's jurisdiction. Accordingly, it is the express intent of the

Parties that this agreement be in a standardized form which can be adopted by Units in different States, notwithstanding this Agreement may not specifically cite the applicable current legal authority for a particular State and its member Units to join MABAS, the lack of such citation herein shall not be construed in any manner as an impediment to or prohibition of Units within other States from joining MABAS, it being the express intent of the Parties that each Unit desiring to join MABAS may become additional Parties hereto by adopting this Intergovernmental Agreement without modification; In this fashion by way of this Agreement, the Parties will have created a mutual aid agreement that incorporates emergency response disciplines from federal, state and local governmental units, as well as non-governmental organizations and corporations that provide emergency response functions and services that support the mission of MABAS and its member Units;

SECTION TWO - RULES OF CONSTRUCTION AND DEFINITIONS

- The language in this Agreement shall be interpreted in accordance with the following rules of construction: (a) The word "may" is permissive and the word "shall" is mandatory; and (b) except where the context reveals the contrary: The singular includes the plural and the plural includes the singular, and the masculine gender includes the feminine and neuter.
- 2. When the following words in bold font with the first letter in the upper case are used in this Agreement, such words shall have the meanings ascribed to them in this Subsection:
 - A. "Agreement" means this Master Mutual Aid Box Alarm System Agreement.
 - B. "Aiding Unit" means any Unit furnishing equipment, Emergency Responders, or Emergency Services to a Requesting Unit under this Agreement.
 - C. "Automatic Mutual Aid" or "Auto-Aid" means the provision of mutual aid through a prearranged plan between Units whereby assistance is provided at the time of dispatch without a specific request from an Incident Commander.
 - D. "**Box Alarm**" means a prearranged plan for an Emergency or Disaster that uses a defined process for implementation, dispatch and response.
 - E. "**Chapter**" means a group of Divisions, established on a state-by-state basis, and whose members may include Units from other States.
 - F. "Chapter Governing Board" means the governing body of a Chapter which is composed of a representative of each member Division or Region within a Chapter as provided by the Chapter's Bylaws.

- G. "Chapter President" means a person elected as the President of each state Chapter;
- H. "Chief Officer" means the Fire Chief or agency head of a Unit, or a designee of the Unit's Fire Chief or agency head.
- I. **"Council of Chapter Presidents**" means the council or board whose members shall be the elected President of each State's Chapter, as set forth in this Agreement.
- J. "Disaster" means an occurrence or threat of widespread or severe damage, injury, or loss of life or property resulting from a natural or human-made cause, including fire, severe weather event, environmental contamination, utility failure, radiological incident, structural collapse, explosion, transportation accident, hazardous materials incident, epidemic, pandemic, or similar calamity.
- K. "**Division**" means geographically associated Units which have been grouped for operational efficiency and representation within a State and may include Units from adjoining States.
- L. "Emergency" means any occurrence or condition which results in a situation where assistance is requested to supplement local efforts and capabilities to save lives, protect property and protect the public health and safety, or to lessen or avert the threat of a catastrophe or Disaster or other Serious Threat to Public Health and Safety.
- M. "Emergency Responder" includes any person who is an employee or agent of an Unit. An Emergency Responder includes, without limitation, the following: firefighters (including full time, part time, volunteer, paid-on -call, paid on premises, and contracted personnel, as well as hazardous materials, specialized rescue, extrication, water rescue, and other specialized personnel), emergency medical services personnel, support personnel and authorized members of non-governmental response Units.
- N. "Emergency Services" means provision of personnel and equipment for fire protection, suppression, provision of rescue and emergency medical services, hazardous materials response, technical rescue and recovery, and any other emergency support for the protection of life and property in the event of an Emergency, Disaster, or other Serious Threat to Public Health and Safety, and includes joint Training for the provision of any such services by the Units.
- O. "Incident Commander" is the individual responsible for all incident activities, including the development of strategies and tactics and the ordering and the release of resources in the provision of Emergency Services, has overall authority and

responsibility for conducting incident operations, and is responsible for the on-scene management of all incident operations.

- P. "Incident Command System" means a standardized management system such as the National Incident Management System (NIMS), designed to enable effective and efficient incident management by integrating a combination of facilities, equipment, personnel, procedures, and communications operating within a common organizational structure.
- Q. "MABAS" means the Mutual Aid Box Alarm System described in the Agreement, and is an intergovernmental agency formed pursuant to the authority of the Illinois Intergovernmental Cooperation Act and similar intergovernmental cooperation authority of other states in which Units reside.
- R. "**Mutual Aid**" is assistance from an Aiding Unit to a Requesting Unit as the result of an Emergency or other event and may precede the request for a Box Alarm and includes Automatic Mutual Aid.
- S. "Requesting Unit" means any Unit requesting assistance of another Unit under this Agreement.
- T. "Serious Threats to Public Health and Safety" means threats, incidents or planned events of sufficient magnitude that the adequate public safety response requires mutual aid or other assistance.
- U. **"Training**" means the instruction and/or assessment of Emergency Services during non-emergency drills and instruction whether in the field or classroom.
- V. "Unit" (also "Member Unit") means components of federal, state or local government, or other non-governmental emergency response organizations who have become Parties to this Agreement.

SECTION THREE - AUTHORITY AND ACTION TO EFFECT MUTUAL AID

The Parties hereby authorize and direct their respective Chief Officer, or designee, to take reasonably necessary and proper action to render and request Mutual Aid to and from the other Parties to the Agreement, and to participate in Training activities, all in furtherance of effective and efficient provision of Mutual Aid pursuant to this Agreement.

In accordance with a Party's policies and within the authority provided to its Chief Officer, upon an Aiding Unit's receipt of a request from a Requesting Unit for Emergency Services, the Chief

Officer, or the Chief Officer's designee such as the ranking officer on duty, may commit the requested Mutual Aid in the form of equipment, Emergency Responders, and Emergency Services to the assistance of the Requesting Unit. All aid rendered shall be to the extent of available personnel and equipment taking into consideration the resources required for adequate protection of the territorial limits of the Aiding Unit. The decision of the Chief Officer, or designee, of the Aiding Unit as to the personnel and equipment available to render aid, if any, shall be final.

SECTION FOUR - JURISDICTION OVER PERSONNEL AND EQUIPMENT

Emergency Responders dispatched to aid a Requesting Unit pursuant to this Agreement shall, at all times, remain employees or agents of the Aiding Unit, and are entitled to receive any benefits and compensation to which they may otherwise be entitled under the laws, regulations, or ordinances of the United States of America, their respective States, and their respective political subdivisions. This includes, but is not limited to, benefits for pension, relief, disability, death, and workers' compensation. If an Emergency Responder is injured or killed while rendering assistance under this Agreement, benefits shall be afforded in the same manner and on the same terms as if the injury or death were sustained while the Emergency Responder was rendering assistance for or within the Aiding Unit's own jurisdiction.

Emergency Responders of the Aiding Unit will come under the operational control of the Requesting Unit's Incident Commander, or other appropriate authority, until released. The Aiding Unit shall, at all times, have the right to withdraw any and all aid upon the order of its Chief Officer, or designee. The Aiding Unit shall notify the Incident Commander of the extent of any withdrawal, and coordinate the withdrawal to minimize jeopardizing the safety of the operation or other Emergency Responders.

If for any reason an Aiding Unit determines that it cannot respond to a Requesting Unit, the Aiding Unit shall promptly notify the Requesting Unit of the Aiding Unit's inability to respond; however, failure to promptly notify the Requesting Party of such inability to respond shall not be deemed to be noncompliance with the terms of this Section and no liability may be assigned. No liability of any kind shall be attributed to or assumed by a Party, for failure or refusal to render aid, or for withdrawal of aid.

SECTION FIVE - COMPENSATION FOR AID

Nothing herein shall operate to bar any recovery of funds from any third party, state or federal agency under any existing statutes, or other authority. Each Aiding Unit is responsible for the compensation of its Emergency Responders providing Mutual Aid and for any additional costs incurred to ensure its jurisdiction has adequate resources during the rendering of Mutual Aid.

Day-to-day Mutual Aid should remain free of charge and the administrative requirements of reimbursement make it infeasible to charge for day-to-day Mutual Aid. However, the following exceptions may be applied:

- 1. Third Party Reimbursement Expenses for Emergency Services recoverable from third parties shall be proportionally distributed to all participating Units by the Unit recovering such payment from a third party. The Unit responsible for seeking payment from a third party shall provide timely notice to Aiding Units of a date by which submission of a request for reimbursement must be received. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the incident by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a third party shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the third-party payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted. Intrastate Emergency Management Agency Tasking - Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority. Reimbursement shall be based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. The Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.
- Interstate Emergency Management Assistance Compact ("EMAC") Response Expenses recoverable related to a response to an emergency or disaster at the request of a state's emergency management agency or authority to another state. Reimbursement shall be

based on the accurate and timely submission of allowable costs and documentation attributable to the response by each Aiding Unit. These costs include manpower, use of equipment and materials provided, and damage or loss of equipment. If these payments are not made directly to the participating Units, the Unit recovering payment from a state shall notify Aiding Units that such payment has been made and will reimburse the other Units. If the payment is less than the full amount of all Units' cost submittals, the funds shall be proportionally distributed based on each Unit's submitted costs compared to the total of all costs submitted.

 Emergency Medical Services Billing – Member Units providing Mutual Aid under this Agreement may bill patients for emergency medical services in accordance with applicable federal, state, and local ambulance billing regulations.

SECTION SIX - INSURANCE

Each Party shall procure and maintain, at its sole and exclusive expense, insurance coverage, including comprehensive liability, personal injury, property damage, workers' compensation, auto, and, if applicable, watercraft, aircraft, drones or, emergency medical service professional liability, with minimum policy limits of:

Auto liability: \$1,000,000 combined single limit General Liability: \$1,000,000 per occurrence Emergency Medical Service Professional Liability: \$1,000,000 per occurrence Workers' Compensation: Statutory limits

The obligations of this 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. To the extent permitted by governing law of the state in which a Party resides, each Party agrees to waive subrogation rights it may acquire, and to require any insurer to waive subrogation rights they may acquire, by virtue of the payment of claims, suits, or other loss arising out of this Agreement, and shall, as to any insurer, obtain any endorsement necessary to effectuate such waiver of subrogation.

SECTION SEVEN - LIABILITY

Each Party will be solely responsible for the acts of its own governing body, officers, employees, agents, and subcontractors, expressly including, but not limited to, all of its Emergency Responders, the costs associated with those acts, and the defense of those acts. No Party shall be responsible to another Party for any liability or costs arising from the act of an employee or agent of another Party. Each Party hereto shall hold other Parties hereto harmless for any liability or costs arising from the act of an employee or agent of another Party. The Provisions of this Section shall survive the termination of this Agreement by any Party.

Any Party responding under this Agreement to another state shall be considered agents of the Requesting Unit in the other state for tort liability and immunity purposes related to third-party claims to the extent permissible under the laws of both states. Nothing in this Section shall be deemed a waiver by any Party of its right to dispute any claim or assert statutory and common law immunities as to third parties.

SECTION EIGHT - CHAPTERS

For operational efficiency and representation of Units and Divisions, Chapters are hereby created on a state-by-state basis. Chapters shall elect a President to the Council of Chapter Presidents. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter. When three Divisions within a state become organized, a Chapter for that state shall automatically be created, and Divisions within that state shall be transitioned to the new Chapter, unless prohibited by state statute(s).

Chapters shall have their own governing Board selected by the Units, Divisions, or Regions, and shall determine the number and role of Chapter officers. Chapters shall develop bylaws that provide for their governance and operations within the framework of this Agreement and the direction of the Council of Chapter Presidents. Chapters shall maintain authority to establish Divisions or Regions, to the assignment of Units to Divisions or Regions, and to establish emergency response procedures, protocols, resources, and training requirements. Chapters and their Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, participate in EMAC activities, enter into agreements with other

governmental and non-governmental entities, and administer the affairs of their Chapter, to facilitate the purposes of MABAS.

SECTION NINE - COUNCIL OF CHAPTER PRESIDENTS

A Council of Chapter Presidents is hereby created that consists of the elected President of each state Chapter. The Council of Chapter Presidents shall facilitate coordination among state Chapters, adopt bylaws for the operation of the Council of Presidents, ensure compliance with this Agreement, recommend common operating procedures and practices, recommend changes to this Agreement, and promote unity to facilitate the purposes of MABAS. MABAS and the Council of Chapter Presidents shall be hosted by the founding Chapter of MABAS, Illinois, and shall be based therein. As the Council is hosted in Illinois, all issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

SECTION TEN - DIVISIONS

For operational efficiency and representation of Member Units, Divisions are hereby authorized on a Chapter-by-Chapter basis in accordance with procedures established by their Chapter. When a Division forms within a state that does not have a Chapter, that Division will be affiliated with another state Chapter in accordance with procedures established by that other state's Chapter.

Divisions shall have their own governing Board, shall determine the number and role of Division officers, and shall develop bylaws that govern their operations within the framework of this Agreement and direction of the Chapter and Council of Chapter Presidents. Divisions shall maintain authority to establish emergency response procedures, protocols, resources, and training requirements within the framework of this Agreement and the direction of the Chapter and Council of Chapter Presidents. Divisions may fix and assess dues, secure appropriate insurance, own and maintain facilities, vehicles, apparatus and equipment, employ and provide benefits for personnel, operate specialized response teams, enter into agreements with other governmental and non-governmental entities, and administer the affairs of their Division, to facilitate the purposes of MABAS.

SECTION ELEVEN - 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 may terminate their participation within this Agreement, at any time, for any reason, or for no reason at all, upon ninety (90) days written notice to the applicable state Chapter. A Unit that terminates this Agreement must return any asset that is owned by, or provided from, a Chapter or its Divisions prior to the termination of the Agreement, unless agreed to otherwise in writing by the Chapter or Division. Costs associated with the recovery or replacement of said asset if it is not voluntarily returned after written notice has been given shall be borne by the departing Unit, including reasonable legal fees.

SECTION TWELVE - MISCELLANEOUS

- A. <u>Entire Agreement</u>. This Agreement sets forth the entire agreement between the Parties. The language of this Agreement shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party. By signing this agreement, each of the Parties affirm that they have taken all actions and secured all local approvals necessary to authorize and sign this Agreement.
- B. <u>Binding Effect</u>. This Agreement shall be binding upon and inure to the benefit of any successor entity which may assume the obligations of any Party hereto.
- C. <u>Severability of Provisions</u>. If a Court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.
- D. <u>Captions</u>. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and not intended to have any substantive meaning and are not to be interpreted as part of this Agreement.
- E. <u>Terminology</u>. All terms and words used in this Agreement, regardless of the numbers or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

- F. <u>Recitals</u>. The Recitals shall be considered an integral part of this Agreement.
- G. <u>No Third-Party Beneficiaries</u>. Except as expressly provided herein, this Agreement does not create, by implication or otherwise, any direct or indirect obligation, duty, promise, benefit, right of indemnification (i.e., contractual, legal, equitable, or by implication), right of subrogation as to any Party's rights in this Agreement, or any other right of any kind in favor of any individual or legal entity.
- H. <u>Counterpart Signatures</u>. This Agreement may be signed in multiple counterparts. The counterparts taken together shall constitute one (1) agreement.
- <u>Permits and Licenses</u>. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, licenses, permits, certificates, and governmental authorizations for its employees and/or agents necessary to perform their obligations under this Agreement.
- J. <u>No Implied Waiver</u>. Absent a written waiver, no fact, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- K. <u>Notices</u>. Notices given under this Agreement shall be in writing and shall be delivered by one or more of the following processes: personally delivered, sent by express delivery service, certified mail, or first-class U.S. mail postage prepaid to the head of the governing body of the participating agency.

SECTION THIRTEEN - AMENDMENT

An amendment may be proposed by any Party, Division or Chapter, and be presented to the Council of Chapter Presidents for review, comment, and modification. The Council of Chapter Presidents shall, after consideration, recommend final amendatory language to all Parties for adoption and execution. The Agreement may be amended only upon written agreement and approval of the governing bodies of two-thirds (2/3) of the Parties. All Amendments to this Agreement shall comply with the applicable laws of the respective states.

SECTION FOURTEEN - REVOCATION OF PRIOR AGREEMENTS

This Agreement shall replace all prior Mutual Aid Box Alarm System agreements effective at 12:01 a.m. Central Standard Time on January 1, 2024, and in accordance with the laws of their respective states. Any member Unit that has not become a Party to this Agreement by 12:01 a.m. Central Standard Time on January 1, 2024, shall no longer be affiliated with MABAS in any capacity, shall not continue to benefit from its prior association with MABAS, and shall not rely on the MABAS system for emergency responses, until subsequently rejoining MABAS by the adoption of an approving ordinance or resolution and entering into this Agreement, as may be amended from time to time. The effective date for any new Member Unit joining after January 1, 2024, shall be the date set forth next to the signature of that new Member Unit.

Any MABAS owned assets in the possession of a Unit that fails to execute this Agreement shall return said assets to MABAS no later than January 31, 2024. Costs associated with the recovery or replacement of said asset shall be borne by the Unit failing to execute this Agreement, including reasonable legal fees.

SECTION FIFTEEN - APPROVAL

This Agreement may be executed in multiple originals. The undersigned attests that they have the authority to execute this Agreement which has been approved by appropriate ordinance, resolution or authority and is hereby adopted by the ______

______, (Unit) this ____day of ______, 202___. A certified copy of approving ordinance, resolution or authority, along with the executed Agreement shall be forwarded to the applicable state Chapter, and a master list of Parties shall be kept by the Council of Chapter Presidents.

By:_____

Title:_____

Attest:_____

Title:_____

RESOLUTION #2023-20

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT TO THE BILLING SERVICES AGREEMENT BETWEEN THE CITY OF BELVIDERE AND EMS MANAGEMENT & CONSULTANTS INC. FORMERLY APPROVED BY RESOLUTION 2023-10 TO PROVIDE FOR THE COLLECTION OF DELINQUENT ACCOUNTS

IT IS THEREFORE RESOLVED by the Mayor and City Council for the City of Belvidere as follows:

- 1. The Amendment to the Billing Services Agreement between the City of Belvidere and EMS Management & Consultants Inc. to provide for collection of delinquent accounts, attached hereto and incorporated herein by this reference is approved.
- 2. The Mayor is authorized to execute and the Clerk to attest the attached Billing Services Agreement.

Adopted by the City Council of the City of Belvidere, Illinois, this day of , 2023.

Approved:			
		Mayor	
Attest:			
		City Clerk	
			(SEAL)
Ayes:			
Nays:			
Absent:	•		
Date Appro	oved:		