

# **BY-LAWS**

## **MUTUAL AID BOX ALARM SYSTEM**

### **MABAS**

#### **DIVISION 31**

##### **Article I – Purpose**

- A. To coordinate working relationships between all fire departments within MABAS Division 31 and with the MABAS Executive Board, for the effective and efficient provision of mutual aid.

##### **Article II – Participation**

- A. Each city, village, fire protection district or other unit of local government within Division 31 which provides fire protection and emergency medical services is eligible for participation.
- B. Participation shall be contingent upon the adoption of an ordinance authorizing membership in MABAS, the execution of the MABAS contract, and under such conditions as set forth in these By-laws which shall be established by a majority vote of the participating members of MABAS Division 31. New participants shall be admitted upon the recommendation of a majority vote of the members of MABAS Division 31.

##### **Article III – Organization**

###### **A. Membership**

Membership shall consist of the Fire Chief or Designee from each local government approved for participation.

###### **B. Meetings**

1. Four (4) meetings to be held annually, approximately three (3) months apart. Additional meetings to be called by the President or by a majority vote of the MABAS Division 31 Fire Chiefs/Designees.
2. Where not otherwise specified in these By-laws, “Roberts Rules of Order” shall govern the conduct of business at all MABAS Division 31 meetings.

###### **C. Voting**

A quorum shall be a majority of the members of the MABAS Division 31 Fire Chiefs/Designees. Each member department shall have only one (1) vote which can only be cast by the Fire Chief/Designee or his alternate, if an alternate has been designated in accordance with Article III, Section D (6).

###### **D. Duties of Members**

1. Establish operation guidelines for MABAS Division 31

2. Approve new members by majority vote.
3. Authorize any officer or agent to enter into any contract or execute and deliver any instrument within the purpose of MABAS Division III in the name of and on behalf of MABAS Division 31.
4. Select an audit committee on an annual basis to review the records relating to the collection and disbursement of all MABAS Division 31 funds.
5. Authorize any officer or agent to sign checks or other orders for payment of money, notes or other evidence of indebtedness issued in the name of MABAS Division 31.
6. Each Chief/Designee may designate in writing one or more alternates who may represent the member department in the absence of the Fire Chief/Designee. Said designation must be filed with an officer of the Division prior to recognition.
7. A President, a Secretary and a Treasurer shall be elected from among the Chiefs at the April meeting, and such President, Secretary and Treasurer shall serve a term of two (2) years. Elections shall be held in odd years. The persons occupying the positions of President, Secretary and Treasurer automatically vacate those positions upon resignation, death or if no longer serving as a member in good standing of a member department.
8. MABAS Division 31 Executive Board Officers shall be in good standing with a Division 31 department as:
  - a. Active firefighters or fire officers, or
  - b. Former firefighters or fire officers that have retired or become inactive, but are still bona-fide associates of a member department.

E. Duties of the President

1. Administer the affairs of MABAS Division 31
2. Represent the Division on the MABAS Executive Board or appoint an Executive Board Representative.
3. Sign any instrument authorized by the membership to be executed.
4. Preside as Chairman at all meetings of Division 31 and perform all duties incidental to the role of President.

F. Duties of the Secretary

1. Keep full minutes of the proceedings at all Division 31 meetings.
2. Maintain all records and correspondence of Division 31 and deliver same to his successor with ten (10) days of leaving office.

G. Duties of Treasurer

1. Responsible for the custody of all assets of Division 31.

2. Deposit all monies of Division 31 in a chartered bank approved by Division 31 Chiefs/Designees.
3. Supervise the collection and disbursement of all funds and shall disburse all funds in accordance with Division By-laws.

#### **Article IV – Property and Equipment**

- A. All property and equipment acquired by Division 31 shall be owned in common by the members of Division 31 unless otherwise determined in writing by the parties. Said equipment may be borrowed by any member subject to the equipment loan policies of the Division. All installation, maintenance and repair orders for Division 31 equipment shall be directed through Division 31. Any member may at any time loan property or equipment to Division 31 for use by its members. Such property or equipment shall continue to be owned and insured by the loaning party.
- B. The purchase or acquisition of real property by or in the name of MABAS Division 31 shall require the approval of a majority of the Division 31 Chiefs/Designees.
- C. Upon resignation from MABAS Division 31, expulsion, or dissolution of the unit of local government, a Member shall forfeit all right, title and interest to any or all property owned jointly by MABAS Division 31 members.

#### **Article V – Finances**

- A. The fiscal year for Division 31 begins each January 1 and ends each December 31.

#### **Article VI – Operational Guides**

- A. The Mutual Aid Box Alarm System, General Operating Procedures, as revised May 1990 shall become part and parcel of these By-laws.

#### **Article VII – Committees**

- A. Ad hoc committees will be established on the request of a majority of the members, with a chairman and committee members appointed by the President with the consent and approval of the membership.

#### **Article VIII – Expulsion, Withdrawal**

- A. Voluntary Withdrawal

Any member may terminate its participation in the Division at any time, provided that the member wishing to terminate its participation shall give written notice to the Board of the Division specifying the date of termination, such notice to be given at least ninety (90) calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given by person delivery, registered mail or certified mail to an officer of the Division.

- B. Expulsion of Members

By a vote of two-thirds (2/3) of the entire members of MABAS Division 31, any member may be expelled. Such expulsion, which shall take effect ninety (90) days after the required vote, may be carried out for one or more of the following reasons:

1. Reduction or elimination of fire suppression or emergency medical capabilities to a point which placed unwarranted burden on one or more members of MABAS Division 31.
2. Failure to carry out the obligations of a member which impairs the ability of MABAS Division 31 to carry out its purpose or powers. No member may be expelled except after notice from Division 31 of the alleged failure, along with a reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The member may request a hearing before the membership before a decision is made as to whether the expulsion shall take place. The President shall set the date for a hearing which shall not be less than fifteen (15) days after the expiration of the time to cure has passed. A decision by the Division to expel a member after notice and hearing a failure to cure the alleged defect shall be final.

### **Article IX – Amendments**

- A. These By-laws may be amended by the agreement of a majority of the MABAS Division 31, provided the amendment has been recommended by a majority of the MABAS Division 31 Fire Chiefs/Designees and submitted in writing to all members. Approved amendments may be adopted at any meeting of the MABAS Division 31.

### **Article X – Effective Date**

- A. Approved and Adopted August 16, 2001
- B. Revised May 20, 2015