

RESOLUTION 02-05

WHEREAS, the Village of Chatham and other Illinois municipalities are members of the Illinois Municipal Utilities Association ("IMUA"), and

WHEREAS, the Illinois Municipal Utilities Association has established an Emergency Aid Program for member municipalities in the State of Illinois that desire to participate therein, and

WHEREAS, the Constitution of 1970, Section 10 of Article VII, provides for intergovernmental agreements between and among units of local government, and

WHEREAS, it is the desire of the member municipalities of the IMUA to formally indicate their areas of intergovernment cooperation by formal resolution of their respective Corporate Authorities adopting the Emergency Aid Program established by IMUA.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF CHATHAM, STATE OF ILLINOIS AS FOLLOWS:

- 1) The Village of Chatham hereby adopts the Emergency Aid Program established by the Illinois Municipal Utilities Association, as amended from time to time, a current copy of which is attached hereto and made a part hereof, and agrees to participate with the members of the Illinois Municipal Utilities Association that have adopted the Emergency Aid Program, with respect to items of mutual aid, should any of the municipalities be faced with an emergency or disaster situation. This intergovernmental emergency aid agreement shall allow any municipality to borrow equipment or personnel, under such terms and conditions as may be mutually agreed upon, in order to reduce the effects of any such disaster or emergency, all in accordance with the provisions set forth in the emergency Aid Program.
- 2) This Resolution and the intergovernmental emergency aid agreement shall be in full force and effect immediately upon its passage and shall remain in effect until revoked by Resolution.

ADOPTED this 11 day of JANUARY, 2005.

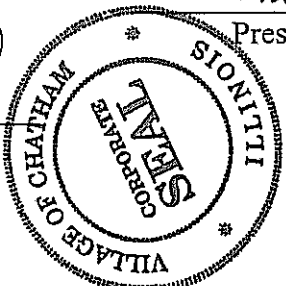
Ayes: 5 HEER, McADAMS, BOYLE, MCCARTHY, McGRATH

Nays: 0

Absent: 1 KAUNAGH

Attest: [Signature]
Village Clerk

[Signature]
President



MUTUAL AID AGREEMENT

In consideration of the mutual commitments given herein, each of the Signatories to this Mutual Aid Agreement agree to render aid to any of the other Signatories as follows:

- 1.) Request for aid. The requesting Signatory agrees to make its request in writing to the Aiding Signatory within a reasonable time after aid is needed and with reasonable specificity. The Requesting Signatory agrees to compensate the Aiding Signatory as specified in this Agreement and in other agreements that may be in effect between the Requesting and Aiding Signatories.
- 2.) Discretionary rendering of aid. Rendering of aid is entirely at the discretion of the Aiding Signatory. The agreement to render aid is expressly not contingent upon a declaration of a major disaster or emergency by the federal government or upon receiving federal funds.
- 3.) Invoice to the Requesting Signatory. Within 90 days of the return to the home work station of all labor and equipment of the aiding Signatory, the aiding Signatory shall submit to the Requesting Signatory an invoice of all charges related to the aid provided pursuant to this Agreement. The invoice shall contain only charges related to the aid provided pursuant to this Agreement.
- 4.) Charges to the Requesting Signatory. Charges to the Requesting Signatory from the Aiding Signatory shall be as follows:
 - a. Labor force. Charges for labor force shall be in accordance with the Aiding Signatory's standard practices.
 - b. Equipment. Charges for equipment, such as bucket trucks, digger derricks, and other special equipment used by the Aiding Signatory, shall be at the reasonable and customary rates for such equipment in the Aiding Signatory's location.
 - c. Transportation. The Aiding Signatory shall transport needed personnel and equipment by reasonable and customary means and shall charge reasonable and customary rates for such transportation.
 - d. Meals, lodging and other related expenses. Charges for meals, lodging and other expenses related to the provision of aid pursuant to this Agreement shall be the reasonable and actual costs incurred by the Aiding Signatory.
- 5.) Counterparts. The Signatories may execute this Mutual Aid Agreement in one or more counterparts, with each counterpart being deemed an original Agreement, but with all counterparts being considered one Agreement.
- 6.) Execution. Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

Date 1/04/2005

Entity VILLAGE OF CHATHAM
By DEL McCORD
Title DIRECTOR OF ADMINISTRATION & UTILITIES

GENERAL IMPLICATIONS

LIABILITY

Any member municipality of the Illinois Municipal Utilities Association which has adopted the Emergency Aid Program of the Illinois Municipal Utilities Association shall defend, indemnify and hold harmless any member municipality of the Illinois Municipal Utilities Association which comes to its aid in an emergency or disaster situation from and against death or damage to person or property in connection with or resulting from the aid rendered in such emergency or disaster situation.

CHARGES FOR ASSISTANCE

A major emergency involving help from another municipality may or may not follow the prescribed work charges.

LABOR:

Actual salaries and expenses for all personnel & overhead.

PICK-UP TRUCKS & SERVICE TRUCKS:

A charge of \$10.00 per hour.

LINE TRUCKS, DIGGERS AND OTHERS:

A charge of \$25.00 per hour.

WHILE THESE CHARGES MAY NOT REIMBURSE ALL MUNICIPALS FOR ACTUAL EXPENSES, CONSIDERATION SHOULD BE GIVEN TO THE FACT THAT A MUNICIPAL HIT WITH A MAJOR DISASTER WILL EXPERIENCE CONSIDERABLE EXPENSE AND OVER THE YEARS, THE EXCHANGE OF LABOR AND EQUIPMENT WILL LEVEL OFF AND BE EQUALIZED.