

Illinois Municipal Utilities Association

MUTUAL AID AGREEMENT

In consideration of the mutual commitments given herein, each of the signatories to this Mutual Aid Agreement agrees 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 are intended to recover the costs reasonably incurred by the Aiding Signatory in response to a request for mutual aid and in an amount that reflects but does not exceed costs normally incurred by the Aiding Signatory. The charges 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.) Indemnification. Requesting Signatory shall indemnify and hold Aiding Signatory harmless from and against any and all liability for loss, damage, cost or expense which Aiding Signatory may incur by reason of bodily injury, including death, to any person or persons or by reason of damage to or destruction of any property, including the loss of use thereof, which result from furnishing emergency assistance and whether or not due in whole or in part to any act, omission, or negligence of Aiding Signatory. Where payments are made to Aiding Signatory's employees under a workmen's compensation or disability benefits law or any similar law for bodily injury or death resulting from furnishing emergency assistance, Requesting Signatory shall make reimbursement to Aiding Signatory to the extent such payment increases the Aiding Signatory's workmen's compensation or disability benefits costs, whether such increase in costs occurs in the form of an increase in premiums or contributions or in the form of reduction in dividends or premium refunds, or otherwise.

In the event any claim or demand is made or suit or action is filed against Aiding Signatory alleging liability for which Requesting Signatory shall indemnify and hold harmless Aiding Signatory under this paragraph (6), Aiding Signatory shall promptly notify Requesting Signatory thereof, and Requesting Signatory, at its sole cost and expense, shall defend the same. The parties hereto acknowledge that the indemnitee shall be allowed input as to the defense, and that any settlement may require prior approval of the indemnitee's governing body.

Notwithstanding anything to the contrary herein, the parties expressly agree that the rendering of aid or assistance under the terms of this agreement shall be voluntary. No liability of any kind or nature shall be attributed to or be deemed expressly or implicitly assumed by a party or its duly authorized employees and agents for a decision not to render aid or assistance nor shall there be any liability of a party for withdrawal of aid or assistance once provided.

7.) Execution. Each party hereto has read, agreed to and executed this Mutual Aid Agreement on the date indicated.

Entity: City of Naperville

By: Doug Krieger

Title: City Manager

Signature: _____

Date: _____