

**CHAMPAIGN COUNTY BOARD
HIGHWAY & TRANSPORTATION COMMITTEE
Friday – August 9, 2013 – 9:00 a.m.**

Highway Building
1605 East Main Street, Urbana

Committee Members:

Lorraine Cowart – Chair
Lloyd Carter – Vice-Chair
Christopher Alix
John Jay

Jim McGuire
Diane Michaels
Max Mitchell
Michael Richards

AGENDA

- I. Call to
- II. Roll Call
- III. Approval of Agenda/Addendum
- IV. Public Participation
- V. Approval of Minutes – August 9, 2013
- VI. County & Township Motor Fuel Tax Claims –August 2013
- VII. Illinois Public Works Mutual Aid Network Presentation and Discussion (*)
- VIII. Change October Highway Committee from October 11th to October 4th
- IX. Semi-Annual Review of Closed Session Minutes
- X. Designation of Items to be placed on consent agenda
- XI. Other Business
- XII. Adjournment

(*)NOTE: The IPWMAN Presentation will take approximately 1 hour

CHAMPAIGN COUNTY
Highway & Transportation Committee Minutes

Friday, August 9 2013 – 9:00 am
Highway Building Conference Room
1605 E. Main St. St., Urbana, IL

MEMBERS PRESENT: Christopher Alix, Lloyd Carter, Lorraine Cowart, John Jay, Diane Michaels Jim McGuire, Max Mitchell, Michael Richards

MEMBERS ABSENT:

OTHERS PRESENT: Jeff Blue (County Engineer), Deb Busey (County Administrator), Gary Maxwell (County Board Member), Al Kurtz (County Board Chair), Linda Lane (Recording Secretary)

CALL TO ORDER

Chair Cowart called the meeting to order at 9:00 am.

ROLL CALL

Secretary called roll and the following members were present: Alix, Carter, Cowart, Jay, Michaels, McGuire, and Mitchell. The chair declared a quorum and proceeded with the meeting.

APPROVAL OF AGENDA

Chair Cowart asked for approval of agenda for meeting. **MOTION** by Carter to approve agenda; **seconded** by Mitchell. **MOTION APPROVED UNANIMOUSLY.**

PUBLIC PARTICIPATION

None

APPROVAL OF MINUTES

Chair Cowart asked for approval of minutes from the June 7, 2013 meeting. **MOTION** by Alix; **seconded** by Carter. **MOTION APPROVED UNANIMOUSLY.**

COUNTY & TOWNSHIP MOTOR FUEL TAX CLAIMS – MAY 2013

MOTION by Michaels to receive and place on file the County & Township Motor Fuel Tax claims for June 2013 and July 2013; **seconded** by Jay. **MOTION APPROVED UNANIMOUSLY.**

BID RESULTS FOR COLFAX #12-05989-00-BR

Blue distributed a bid tab and explained that at the July County Board meeting he was given award authority for the Colfax #12-05989-00-BR project. He stated that Newell was awarded the project. Blue noted that bridges have been pretty good lately because of the number of players.

He said the project should be started within the next month and should have it completed by winter. Blue noted that when Newell bids, other bids come in lower than they normally would.

Richards entered the meeting.

HIGHWAY FEDERAL AID MATCHING BUDGET DISCUSSION

Blue started by turning to the levy history page in the packet. He said he had talked to Busey about getting some money back into this fund. Busey said that the 2001 budget included a public health levy capped at 3¢, even though the voters had approved 10¢, was adopted in November 2000 by an outgoing Republican board. She stated that the following November the levy fund was cut by the Democratic board to put money back into public health. Blue noted that if it had remained at \$125,000 with natural growth they would be at \$223,000 in that line item for FY 2014.

Blue noted that there is a State statute 605 ILCS 5/5-603 stating for what the budget can be used for. He noted that it doesn't have to be on the Federal aid systems but said that all Champaign County roads are on Federal aid system and the maximum levy is .05 of the value of all taxable property in the County. Blue stated that if don't have money to match federal aid projects, they have to use motor fuel tax money. He noted the highway fund is used for salaries, operations, equipment, things used for day-to-day business; there is nothing to build or maintain roads. He pointed out that the MFT revenue from 2004-2015 is flat. Blue observed that the 2010 Illinois Jobs Now revenue guaranteed \$100,000,000/year to be allocated to locals to be put into MFT. He said Champaign County is receiving about \$357,000/year from that \$100,000,000. He stated that the last payment will come in 2014 and the fund will drop drastically to about \$2.4 million. Blue noted that they spend about \$1.2 million on engineering services, maintenance and equipment rental, and leaving \$1.2 for roads, which won't go very far. Michaels noted that before the Illinois Jobs Now they had decent revenue and asked what changed and how they could build it back up. Blue said the price of fuel has gone up and people don't drive as much. He also commented that this fund has been siphoned off the top that didn't used to be. He said motor vehicle revenue comes strictly from vehicle registration and doesn't come back locals. They only get a share of the MFT and it peaked at \$200,000.00. Maxwell commented that counties growing faster than Champaign County will end up taking funds away.

Richards asked Blue how much they needed or how much he would like to have. Blue observed that eight projects in the last seven years have been federal shared projects. He noted that some of the projects haven't been the standard federal project; they've received highway safety improvement money and TART money. He stated they have received Federal money totaling \$20 million (which is not the total cost of the projects) since 2007. He stated the required match is 20% minimum, or about \$5 million and that came from the MFT fund. He provided a handout for the Dewey Fisher project with examples of TART money totaling \$900,000, STR money at \$2.2 million and HSIP money of \$855,000. He said the balance of \$2.2 million is needed from MFT funds to complete to project. He observed that there will be a day in the not to distant future when the County can't apply for funds because they won't have the needed matching funds. Richards asked if IDOT ever helped to cover the local match. Blue said they did but only for high profile projects. He stated that the TART money for Dewey Fisher was a special application due to the number of trucks on the road. Blue said that he would like to see the number that they would have had if the funds had continued to grow, but noted that's not reasonable. He said he would like to see some money put into it, \$50,000 - \$100,000, and allow it continue to grow under the normal type of revenue. Blue noted that there is \$3-4 million left in MFT, a lot of it being taken by Dewey Fisher. He said that they won't have matching funds within 3-4 years. He said he doesn't want to get to the point where he is having to save money for several years before doing a project.

Blue explained the map that comes out of their pavement management system, showing road PCIs. He said they like to see everything above 60 and try for an average of 70. He pointed out several roads that were in the yellow and orange. He also noted that there are roadways they have taken over from the State that continue to deteriorate. Blue said that he would like to get more funds in there to start building it back up. McGuire commented that it sounded like they could better manage the ability to access other revenue if those funds are available and the thing to do would be to start now. Alix commented that it would be good to have revenue since all the costs that can't be controlled have gone up more than the tax cap rate. He thought that if the levy was increased then a cut would have to be made somewhere else. Busey confirmed. Alix said he would like the money back in the levy and should consider in the budget process where funds could be cut. He stated that as a committee, if they decide this is the direction they want to go, then they have to convince the Board. He said that maintaining infrastructure is something they need to do. Alix said spending less for roads and more for healthcare, retirement, etc.

Blue reasoned that he is not asking for funds in the Highway fund for personnel, equipment, etc. He wants it only to build roads. Cowart asked how to raise the levy. Blue stated that is up to the Board. Michaels stated that there were not Federal funds noted in 2013 and 2014. Blue stated that is because they don't do Federal aid projects every year. Maxwell said he liked Blue's proposal that the money could only be used for roads. He thinks the Board needs to talk about priorities. He suggested trying to get $\frac{1}{2}\%$ and thinks the fund can be built up over 2-3 years this way. He noted that there are other strains with highway money and the need to set aside facility money. Maxwell asked Busey if the growth included the growth in property and sales taxes. Busey said property tax revenue is \$400,000 but is spread over 13 different areas. Busey commented that in the general corporate budget process an operation change request is submitted if there are new funds being requested. She recommended the highway department, at the direction of this committee, present a request with the budget request for what they would like to see in FY2014 so the finance committee has something concrete to evaluate at in September. McGuire asked Blue if this was the direction he wanted to go. Blue answered yes. Carter felt that the MFT is leaving the County because people are moving out of Illinois. Alix felt they should take Busey's approach. He stated that during the budget process they needed to decide what they want to accommodate. **Motion** by Alix to direct the County Engineer to submit an operational change request as part of the 2014 budget to increase the federal match tax levy; **Seconded** by Mitchell. Jay felt the highway department is headed for some serious problems in the future, but also doesn't want to see highway and facilities competing for funds, but thinks that is what is going to happen. He felt they needed to keep that in perspective when trying to figure out what's fair. Cowart asked Busey if they will have to cut the levy somewhere else to raise this levy. Busey said they have to decrease one levy if they increase another. **Motion approved unanimously.**

TOLONO TOWNSHIP BRIDGE PETITION AND RESOLUTION

Blue stated that the petition and resolution was to replace a bridge on Duncan Road that is similar in scope to one just awarded. **Motion** by Jay to approve; **seconded** by Mitchell. Michaels stated that \$250,000 seemed reasonable and asked what the County portion was. Blue stated \$50,000. Mitchell asked who the engineer is. Blue said one hasn't been selected yet. **Motion approved unanimously.**

CONSENT AGENDA

Item IX is to be placed on the consent agenda.

OTHER BUSINESS

Kurtz gave an update regarding IDOT District 5 funding. He stated that the discrepancy from the neighboring district is \$175 million. He stated that he has sent a letter, had phone calls, and received a letter from IDOT that he said had a lot of "double talk." He noted that IDOT's criteria was included in the letter, that he and Blue had recalculated using IDOT's criteria, and came out #7 instead of #9. Kurtz said he sent another letter about two weeks ago to IDOT noting that based on their own criteria Champaign County should not be last in the district. He said they haven't heard anything back. Kurtz said he is going to call every representative in IDOT District 5, which includes six counties and five major interstates. He said he is not going to let the issue go until Champaign County receives more funds. Maxwell asked when it might be productive to release this to the media. Blue commented that it is a political issue. Kurtz stated he wanted to wait until they get a response from IDOT. Blue commented that the District 5 IDOT outreach meeting is October 2 and is in Champaign County. Blue wants to make sure that they aren't pointing the finger at District 5, because they are doing a good job with what they get, and noted that the problem is in Springfield. Kurtz stated that Springfield gives District 5 the number to work with rather than District 5 giving Springfield the numbers they need. Alix felt they were on the right track with legislature. Blue stated they have had meetings with Transportation for Illinois Coalition with Frerichs and Jackobsen. He said Rose is scheduled to have a meeting in August regarding 57/74 interchange and the \$60 million issue. McGuire said he was part of a discussion with Rose regarding the interchange and it was never part of Mahomet to Champaign change, it was the road. He noted that it was never part of the plan but all of a sudden it popped up as something that was going to be built. He commented there were a number of roads going to be built and bridges replaced at that time; some were completely out and needed to be replaced rather than the interstate being done. When program pushed forward and interstate did pass and was signed to be constructed between Mahomet and Champaign, it was just never implemented.

McGuire asked if this meeting is what they've talked about before where the legislators get together. Blue said they have tried to set up a meeting twice before but both were cancelled. He is still trying to set up a meeting for September. He explained that the October 2 meeting is different and that it's where District 5 brings its 5-year program and it is a public input meeting. McGuire asked if the 57/74 interchange study was on the radar. Blue said it is taking place now.

Mitchell asked if it would be possible to have the Uofl Chancellor come talk to the County Board about the future and growth at the university since it will impact the County. Kurtz felt that might be a good idea. Alix noted that the Uofl has the initiative to encourage more businesses to relocate to the area to utilize its research facilities. He felt the intentions were good because businesses will pay taxes and more people will come into the community and pay taxes. Mitchell believes they need to work together. Michaels felt they needed to fix what they had to before marketing the community to other groups.

ADJOURNMENT

Meeting declared adjourned at 9:34 am.

Respectfully submitted,

Linda Lane
Administrative Assistant

CHAMPAIGN COUNTY HIGHWAY DEPARTMENT

JEFF BLUE
COUNTY ENGINEER

1605 E. MAIN STREET

(217) 384-3800
FAX (217) 328-5148

URBANA, ILLINOIS 61802

September 6, 2013

COUNTY MOTOR FUEL TAX CLAIMS FOR AUGUST

| <u>Req. No.</u> | <u>Payee</u> | <u>Description</u> | <u>Amount</u> |
|-----------------|--|--|---------------------|
| 64 | Emulsicoat, Inc. | 338 Gal. HFE-90 | 845.00 |
| 65 | S Drain Engineering of Illinois | Engineering Services – CH. 22 (Penfield Road) Section #13-00433-00-RS | 4,400.00 |
| 66 | Open Road Paving | Pay Estimate #3 – CH. 22 (Penfield Road) Section #13-00433-00-RS | 92,926.32 |
| 67 | Lehigh Hanson | 131.32 T. CA-6/10 | 1,300.07 |
| 68 | Fehr Graham | Engineering Fees – CH. 1 (Dewey-Fisher Rd) Section #12-00432-00-RS | 14,492.00 |
| 69 | Illinois Association of County Engineers | Registration – Fall Meeting – Collinsville, IL 10/9-1011/13 | 75.00 |
| 70 | Illiana Construction Company | Spreading Liquid Asphalt & Boiler Slag | 41,679.66 |
| 71 | Lehigh Hanson | 14.04 T. CA-6/10 | 139.00 |
| | | | <u>\$155,857.05</u> |

TOWNSHIP MOTOR FUEL TAX CLAIMS FOR AUGUST

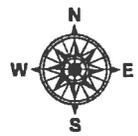
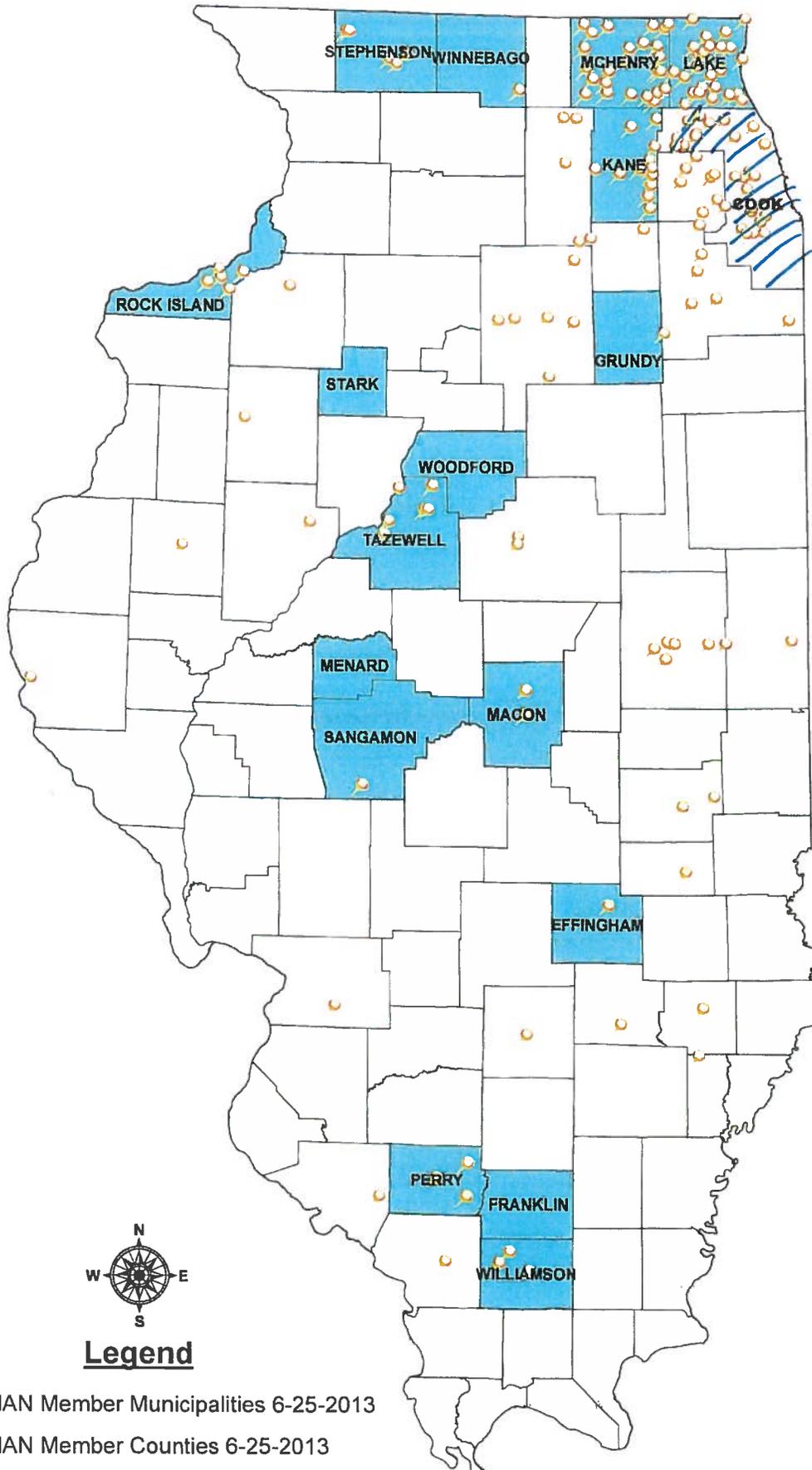
| <u>Req. No.</u> | <u>Payee</u> | <u>Description</u> | <u>Amount</u> |
|-----------------|------------------------------|---|---------------------|
| 51 | Tuscola Stone Company | Condit – 87.21 T. CA-15 | 1,718.04 |
| 52 | Illiana Construction Company | East Bend – 14,878 Gal. HFE-90 17,051.80 Gal. HFP | 82,048.00 |
| 53 | Grosso Trucking | Harwood – 121.94 T. CA-10 | 1,399.87 |
| 54 | Illiana Construction Company | Hensley – 4,616 Gal. HFE-90 161 T. Aggregate – Spread | 11,372.99 |
| 55 | Illiana Construction Company | Ogden – 18,340 Gal. HFE-90 406 Gal. MC-30 | 44,377.20 |
| 56 | Illiana Construction Company | St. Joseph – 39,155.98 Gal. HFE-90 | 91,624.99 |
| 57 | Illiana Construction Company | Stanton – 30,056.86 Gal. HFE-90 | 70,333.05 |
| 58 | Illiana Construction Company | Urbana – 18,899.84 Gal. HFE-90 | 44,225.63 |
| 59 | Illiana Construction Company | Condit – 32,457.05 Gal. HFRS-2 1,100 Gal. HFE-90 | 78,523.57 |
| 60 | Illiana Construction Company | Harwood – 30,993.36 Gal. HFE-90 | 72,524.46 |
| 61 | Illiana Construction Company | Hensley – 9,068 Gal. HFE-90 270 T. Aggregate – Spread | 20,177.62 |
| 62 | Illiana Construction Company | Ludlow – 17,542 Gal. HFE-90 11,682 Gal. HFP; 900 T. Aggregate – Spread | 76,602.42 |
| 63 | Illiana Construction Company | Ogden – 7,728.56 Gal. HFE-90 | 18,084.83 |
| 64 | Illiana Construction Company | Rantoul – 11,000 Gal. HFP; 17,600 Gal. CRS-2; 1,185.02 T. Aggregate - Spread | 75,860.82 |
| 65 | Illiana Construction Company | Somer – 26,287.01 Gal. HFE-90; 1,500 T. Aggregate Spread | 66,838.93 |
| | | | <u>\$755,712.42</u> |



List of Member Agencies (08/15/2013)

- | | | | |
|---|----------------------------------|-------------------------------------|------------------------------------|
| Alden Township | Effingham County | City of Macomb | St. Charles Township Road District |
| Algonquin Township Road District | Ela Township | Macon County | Village of St. Joseph |
| Village of Algonquin | Village of Elburn | Village of Manhattan | Village of Salem |
| Village of Alsip | Village of Elwood | Village of Maple Park | Sangamon County |
| Village of Antioch | City of Flora | City of Marengo | Village of Savoy |
| Village of Ashmore | Village of Forsyth | Marengo Township Highway Department | Village of Schaumburg |
| Auburn Township Road District | Franklin County | City of Marion | Seneca Township |
| Village of Aurora | City of Freeport | City of Marselles | Village of Somonauk |
| Village of Bannockburn | Fremont Township | Menard County | Village of South Barrington |
| Village of Barrington | Village of Galesburg | Village of Milan | Village of South Elgin |
| Village of Bartlett | City of Geneseo | City of Moline | Village of Spring Grove |
| City of Batavia | City of Geneva | Village of Morton | Stark County |
| Village of Bedford Park | City of Genoa | Morton Township | Village of Steelville |
| Village of Beecher | Village of Glenview | Village of Mundelein | Stephenson County |
| Village of Bellwood | Grafton Township | City of Murphysboro | Village of Streamwood |
| Blackhawk Township | Village of Grayslake | Town of Normal | City of Streator |
| Village of Bloomingdale | Village of Greenuip | Village of North Aurora | Village of Tamaroa |
| City of Bloomington | Village of Greenwood Township | City of North Chicago | Tazewell County |
| Village of Bolingbrook | Grundy County | Village of North Utica | Village of Third Lake |
| Village of Bridgeview | Village of Gurnee | Northville Township | City of Troy |
| Burton Township Road District | Village of Hanover Park | Nunda Township Road District | Village of Union |
| Village of Campton Hills | Village of Hainesville | Village of Oak Lawn | City of Urbana |
| City of Canton | City of Hanover Park | Village of Oak Park | Village of Vernon Hills |
| Village of Carbon Cliff | Village of Hawthorn Woods | Village of Ogden | Village of Villa Park |
| Village of Carol Stream | City of Herrin | City of Olney | Waddams Township |
| Village of Cary | City of Highland Park | Village of Oswego | Village of Wadsworth |
| City of Cartersville | Village of Hoffman Estates | City of Ottawa | Warren Township |
| Central Lake County Joint Action Water Agency | City of Hometown | Palatine Township | Washington Township Road District |
| City of Champaign | Village of Island Lake | City of Palos Heights | Village of Wauconda |
| Champaign Township | City of Joliet | Village of Palos Park | Village of West Dundee |
| City of Charleston | Kane County | Palos Township | Village of Westmont |
| Chemung Township | Village of Kingston | City of Peoria | West Point Township |
| Cherry Valley Township Road District | Lake County | City of Peoria | Williamson County |
| Cincinnati Township | Village of Lake in the Hills | Perry County | Village of Willowbrook |
| Village of Coal Valley | Village of Lake Zurich | City of Pinckneyville | Village of Winfield |
| Cook County | Lancaster Township Road District | Village of Pingree Grove | Winnebago County |
| Coral Township Road District | City of LaSalle | Village of Prairie Grove | Village of Winthrop Harbor |
| City of Crystal Lake | Village of Libertyville | City of Prospect Heights | Village of Wonder Lake |
| City of Danville | Village of Lincolnshire | City of Quincy | Woodford County |
| City of Decatur | Village of Lincolnwood | Richmond Township | Village of Woodridge |
| Village of Deerfield | Village of Lindenhurst | Riley Township | City of Woodstock |
| City of DeKalb | City of Lockport | Village of River Forest | |
| City of Des Plaines | Village of Lombard | Village of Riverside | |
| Village of Diamond | Village of Long Grove | Rock Island County | |
| Dunham Township | City of McHenry | City of Rolling Meadows | |
| City of Du Quoin | McHenry County | Village of Round Lake Beach | |
| City of Effingham | McHenry Township | City of St. Charles | |

IPWMAN Membership

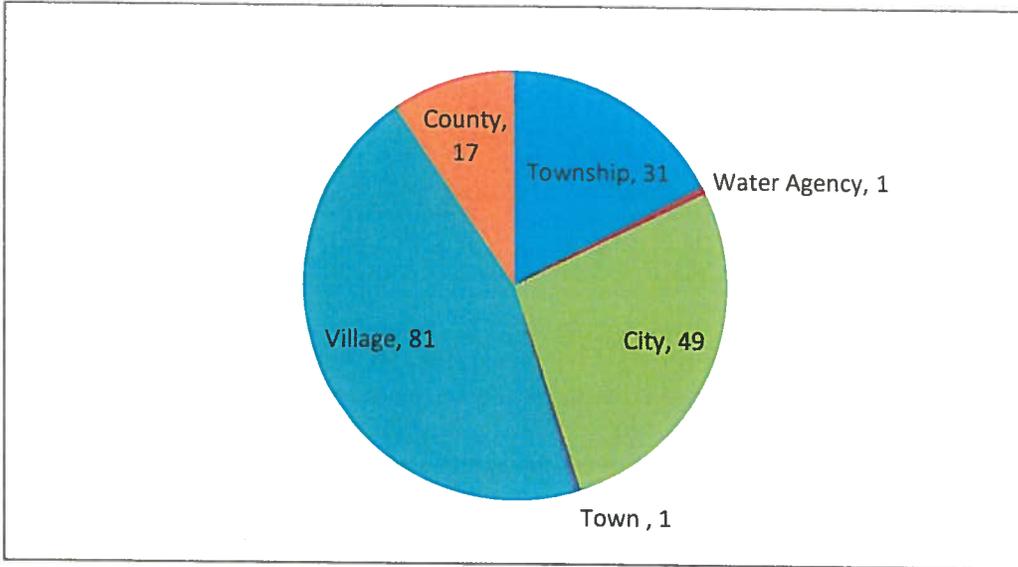


Legend

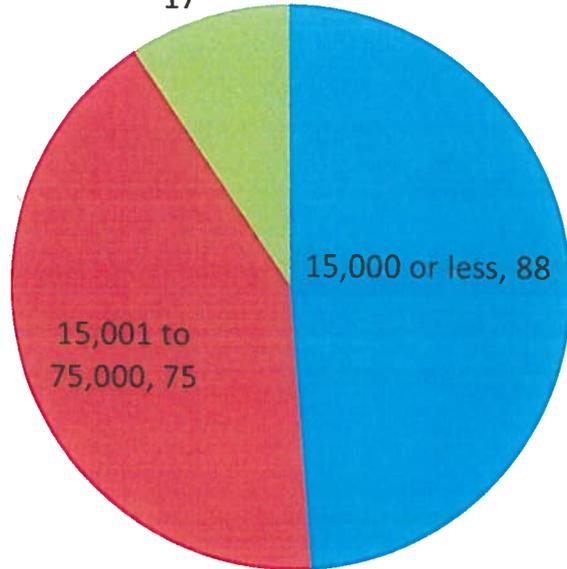
-  IPWMAN Member Municipalities 6-25-2013
-  IPWMAN Member Counties 6-25-2013

Revised 6/25/2013

| | |
|--------------|----|
| Township | 31 |
| Water Agency | 1 |
| City | 49 |
| Town | 1 |
| Village | 81 |
| County | 17 |



75,001 or more,
17



15,000 or less, 88

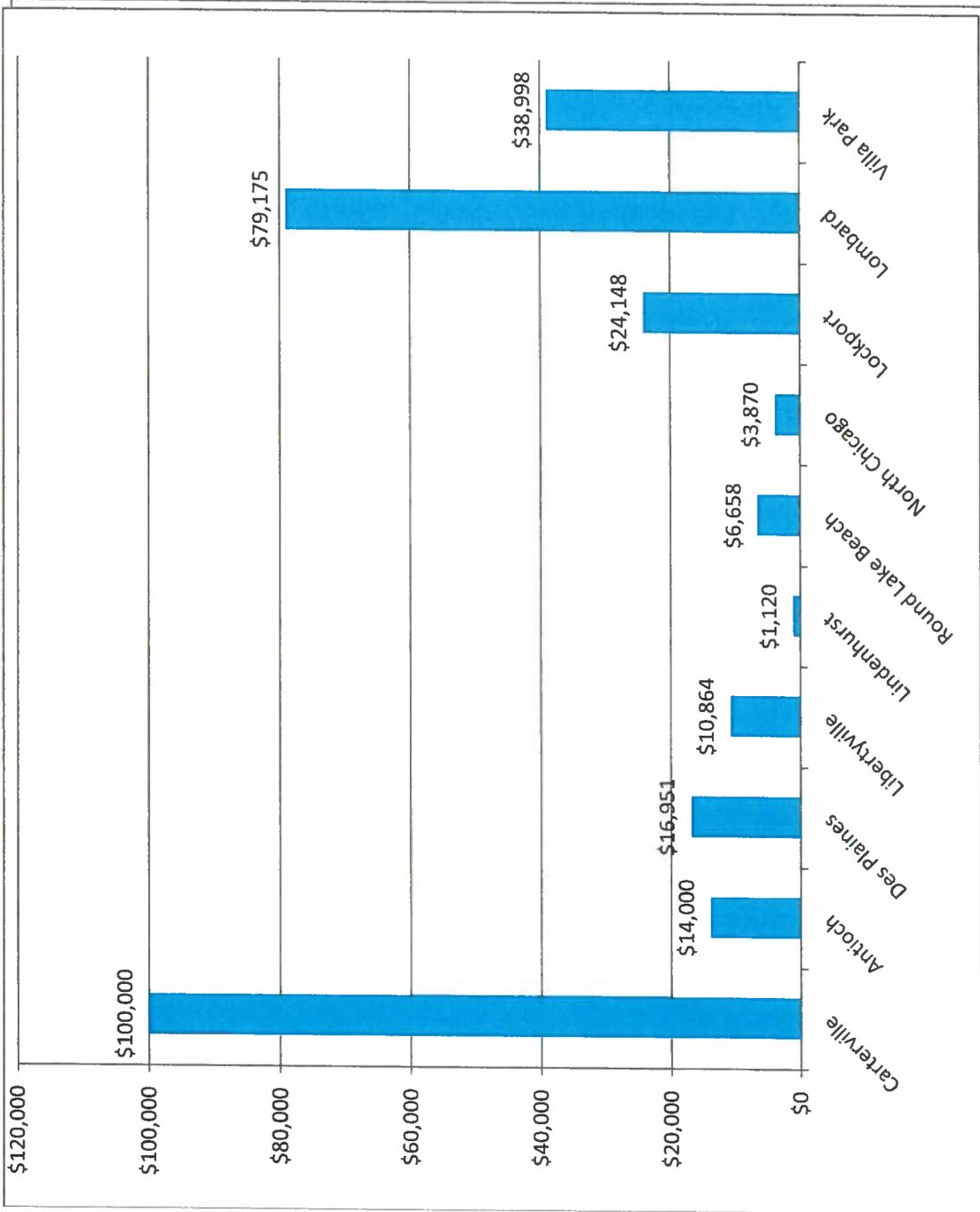
15,001 to
75,000, 75

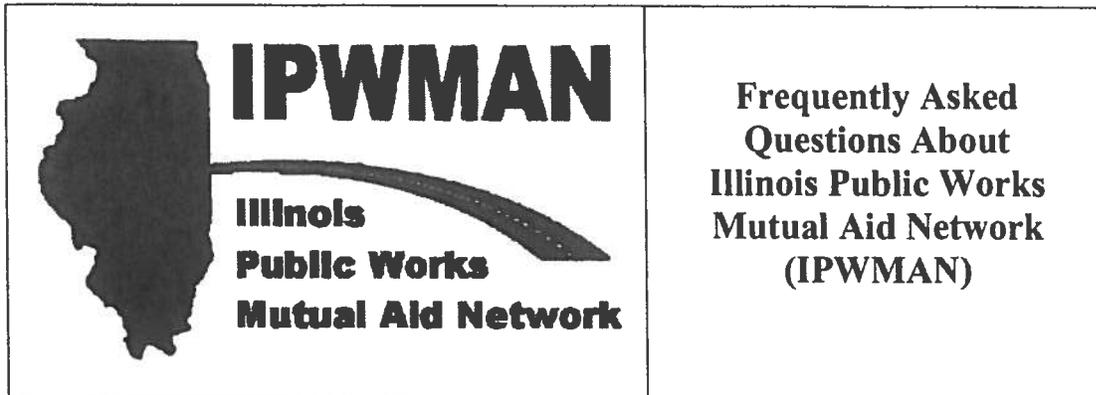
IPWMAN Responses 2009-2012

| AGENCY | COUNTY | VALUE OF ASSISTANCE | ANNUAL MEMBERSHIP DUES | YEAR OF ASSISTANCE | TYPE OF ASSISTANCE |
|------------------|------------|---------------------|------------------------|--------------------|---------------------|
| Carterville | Williamson | \$100,000 | 100 | 2009 | State Asset |
| Antioch | Lake | \$14,000 | 100 | 2010 | Regional Assistance |
| Des Plaines | Cook | \$16,951 | 250 | 2011 | Regional Assistance |
| Libertyville | Lake | \$10,864 | 250 | 2011 | Regional Assistance |
| Lindenhurst | Lake | \$1,120 | 100 | 2011 | Regional Assistance |
| Round Lake Beach | Lake | \$6,658 | 250 | 2011 | Regional Assistance |
| North Chicago | Lake | \$3,870 | 250 | 2011 | Regional Assistance |
| Lockport | Will | \$24,148 | 250 | 2012 | Regional Assistance |
| Lombard | DuPage | \$79,175 | 250 | 2012 | Regional Assistance |
| Villa Park | DuPage | \$38,998 | 250 | 2012 | Regional Assistance |

IPWMAN Responses 2009-2012

\$295,784





Q 1. What is IPWMAN?

- A. The Illinois Public Works Mutual Aid Network (IPWMAN) provides a formalized system for government agencies to enter into a written mutual aid agreement to provide and receive emergency assistance in the event of natural or man-made disasters or other situations that require action or attention beyond the normal capabilities of an agency. This organization embodies the concept of “community helping community” by providing an organized process for response to an emergency. An agency requesting assistance receives the type of equipment, materials and personnel services that are needed to react to the event.

Q 2. What is the purpose of the Mutual Aid and Assistance Agreement?

- A. The formation of IPWMAN complies with criteria established by the Federal Emergency Management Agency (FEMA) for recognizing the eligibility of costs under the Public Assistance Program incurred through mutual aid agreements between applicants and other entities. (*FEMA Disaster Assistance Policy Number DAP9523.6, August 13, 2007*) IPWMAN provides a network to help others with personnel, equipment, materials and other resources for natural and man-made disaster response.

Q 3. Who can belong to this organization?

- A. This organization was formed to coordinate resources for local municipal public works departments, public water agencies, public waste water agencies, township road districts, unit road districts, county highway departments and any other governmental entity that performs a public works function as they respond to emergency situations.

Q 4. Does my agency have the legal authority to become a member?

- A. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides the basic legal authority for units of local government to contract with other units of government. Please consult your agency’s legal counsel for detailed legal advice.

Q 5. What are the benefits of belonging to this organization?

A. Members of IPWMAN –

1. In an emergency, members receive assistance from other members with appropriate resources. There is no cost for the first five days of assistance.
2. Provide a network of responding agencies with more diverse resources.
3. Have access to various resources for all areas within the state, not just limited to the areas in close proximity to the event.
4. Promote educational workshops and training to prepare agencies for emergencies and disasters
5. Have a membership agreement that provides reimbursement protocols after the first five days or if the disaster becomes eligible for FEMA or IEMA aid.
6. Have a defined operation plan that expedites the arrival of aid.
7. Have access to a list of emergency contacts.
8. Have added peace of mind knowing that your community has access to aid during time of need when local resources are overwhelmed.

Q 6. How does an agency request aid?

- A.**
1. In the event of major incident disaster:
 - a. The requesting agency assesses the extent of the event to determine what type of assistance is needed.
 - b. The requesting agency contacts its accredited Emergency Management Agency Coordinator to request needed assistance.
 - c. The Emergency Management Agency Coordinator will contact member agencies to secure the requested resources.
 2. In the event of a local emergency:
 - a. The requesting agency assesses the extent of the event to determine what type of assistance is needed.
 - b. The requesting agency contacts the organization's Call Center to request assistance.
 - c. The organization's Call Center sends the request to member agency and coordinates response.

Q 7. What is the difference between a major incident and a local emergency?

- A.** A major incident is a natural or man-made event that has widespread impact upon your community. Examples include tornados, ice storms with significant damage to utilities and public property, floods, wind storms, widespread damage from explosions or chemical spills as may result from railroad, freight or industrial accidents, and terrorist caused incidents.

A local emergency is an event that may have limited geographical impact requiring a response that exceeds the capacity of local agencies to respond. Examples may include large sewer, water main or pipeline collapses, bridge collapses, or an unusual event that requires specialized equipment for response that is not available locally.

Q 8. Does an agency have to respond to a request for assistance?

A. No. The idea behind the mutual aid agreement is that we are here to help each other when an unusual situation needs an immediate response beyond our resources. There will be times when an agency may call for assistance, but another neighboring agency is unable to respond. They may be experiencing effects of the same disaster events, or may be fully committed to other work, or may not be in the financial position to assist. The mutual aid agreement does not obligate any agency to respond, nor does it require an explanation as to why it chose not to respond.

Q 9. What if an agency responds and needs its resources back?

A. An agency is not expected to send resources if it impacts its own ability to effectively manage daily operations or response to its own emergency. Resources remain under the authority of the responding agency and can be recalled at any time.

Q 10. What happens if one of my agency employees gets hurt while rendering aid to another agency?

A. Each member agency remains fully responsible for their employees. This means that each agency will pay their employees salary, benefits, insurance and provide liability coverage. Should a disaster become eligible for IEMA or FEMA reimbursement, these costs may be paid by FEMA.

Q 11. How long must I provide assistance if deployed?

A. There is no obligation to respond. However, we ask that responding agencies put in at least one full work day. The total length of your response may be as long as the requestor needs assistance or as long as you can help, whichever is less. If you need to bring your resources home, you always have the right and authority to do so under the IPWMAN agreement.

Q 12. If an agency responds to a request for assistance, will that agency receive reimbursement?

A. The intent of “mutual aid” is that we help each other. We have the same relationship with each other—“If I need help, you will help me; if you need help, I will help you.” The original premise of the mutual aid movement was that we helped each other without the thought of getting paid. Based on the principle of neighbor helping neighbor, no financial reimbursements will be paid to the responding community for the first 5 work days of assistance. (There is one exception to this principle that will be explained later.) In other words, the first 5 days of help are free.

Q 13. Why are the first 5 days free? What happens after the first 5 days?

A. In the past, agencies operated with the understanding that the responding agency would not seek reimbursement from the agency requesting assistance unless the requesting agencies received state and/or federal assistance. That type of understanding is no longer possible. Under current federal guidelines, reimbursement cannot be contingent upon receiving state

or federal assistance. Thus, IPWMAN is faced with a dilemma. If a responding agency does not bill the requesting agency for its personnel, equipment and materials, the responding agency may not receive funding from FEMA for work performed by the neighboring community. If the responding agency does bill the requesting agency, that agency may be pushed into further economic hardship as a result of a disaster that didn't qualify for state or federal assistance. Also, it was learned that bills submitted with "a wink and a nod" to informally indicate that the bill need not be paid will receive the same response from FEMA – they won't get paid. The agency plans to check past practice to verify performance on written agreements.

As a compromise, IPWMAN (with the assistance of the Illinois Emergency Management Agency) proposed a plan for reimbursement that will benefit both the requesting party and the responding party. Under the IPWMAN agreement, the responding party will provide personnel, equipment and materials for the first five (5) days of the event without reimbursement. If the requesting party requires assistance longer than five days, the responding party will bill the requesting party.

The value of donated assistance helps the community requesting help in a second way: The value of the unpaid assistance may be credited to the requesting agency as part of the non-federal cost share of the requesting agency's emergency work under the provisions of Disaster Assistance Policy #9525.2., entitled "Donated Resources."

FEMA reimbursement may apply **only** after a Presidential declaration of emergency and the following eligibility requirements:

1. The assistance must be requested by the agency in need;
2. The work performed, supplies used and materials consumed are directly related to the disaster and is otherwise eligible for FEMA assistance;
3. The entity can provide documentation of rates and payment for services, if requested; and
4. The agreement is written and was in effect **prior** to the disaster.
5. **The One Exception: If an agency responds to a request for assistance made by the State of Illinois, the agency will be reimbursed from the first day of response.**

Q 14. Can the responding party be forced to work at a location other than where they were originally deployed?

- A. No. Although there may be times when a responding party may be relocated to better utilize the resource, the responding agency may refuse to go there.

Q 15. What if an agency is part of another mutual aid agreement? Is that agreement nullified by signing this organization's Mutual Aid and Assistance Agreement?

- A. Signing the Illinois Public Works Mutual Aid Network Agreement does not invalidate any other mutual aid agreement. Signing the IPWMAN agreement should increase the resources available to the agency during an emergency situation.

Q 16. Is there a fee for membership?

A. Yes. IPWMAN dues are a necessity to enable the organization to cover the operating costs for processing applications, maintaining resource records and updating and maintaining our website and to provide support for the IPWMAN dispatch center and costs to sustain the operation of the network. The dues paid by an agency are based upon the population of the area the agency serves. Currently, the dues have been established to be:

- \$100 for agencies with a population of 15,000 or less
- \$250 for agencies with a population between 15,001 and 75,000
- \$500 for agencies with a population greater than 75,000.

Q 17. What does an agency need to do to become a member?

A. To become a member of IPWMAN, an agency must submit the following documents:

1. A signed copy of an ordinance, resolution or other legally binding document authorizing the agency to enter into the IPWMAN Mutual Aid Agreement,
2. A signed copy of the IPWMAN Mutual Aid Agreement,
3. A completed application form,
4. A list of mutual aid resources submitted to its local accredited/certified Emergency Management Agency, and
5. Payment of dues.

Q 18. My agency is not NIMS compliant at this time. Does this make a difference? Can my agency still become a member?

A. Yes, your may become a member. However, should a disaster become eligible for IEMA or FEMA reimbursement, your organization may not be eligible to receive reimbursement unless you are NIMS compliant.

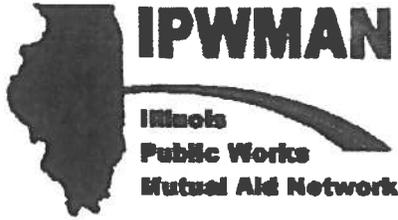
Q 19. My county is a member. Do I need to become a member to get help?

A. Your county can assist you. To request aid from Illinois PW-MAN for your organization, you need to be willing to provide aid to others who may need help and therefore your organization should be a member of Illinois PW-MAN.

Q 20. Where can my agency obtain more information about IPWMAN?

A. You can obtain a copy of the membership agreement, by-laws, operation plan and other information from the Illinois Public Works Mutual Aid Network website. The web address is:

www.ipwman.org



IPWMAN Application Submission Checklist

Date: _____

Agency: _____

Form Completed by: _____

Population Served: _____

Membership Dues: _____

| | YES | NO | Comments |
|---|--------------------------|--------------------------|----------|
| 1. Mutual Aid Completed and Signed by Agency? (Please send two (2) originals—one will be returned to you.) | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| 2. Did you make any changes to the MAA? | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| 3. Did you include check payable to IPWMAN for dues? | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| 4. Did you include a copy of the approved ordinance/resolution for IPWMAN? | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| 5. Did you complete the resource survey and send it to your emergency management official? (Make a copy of survey for your files.) | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| 6. Did you complete the Emergency Contact Form? | <input type="checkbox"/> | <input type="checkbox"/> | _____ |

For Official Use Only

| | Yes | No | Comments | |
|---------------------------|-------|-------|----------|--------------------------|
| MAA approved/signed | _____ | _____ | _____ | Date Reviewed: _____ |
| Ordinance approved | _____ | _____ | _____ | Reviewed by: _____ |
| Dues Paid | _____ | _____ | _____ | |
| Resource Survey included | _____ | _____ | _____ | Agency approved – Yes/No |
| Emergency Contact Form | _____ | _____ | _____ | Date Approved: _____ |
| Application Approved | _____ | _____ | _____ | |
| IPWMAN sign application | _____ | _____ | _____ | |
| Return sign app to agency | _____ | _____ | _____ | |

Illinois Public Works Mutual Aid Network
 1701 E. Main Street
 Urbana, IL 61802
www.ipwman.org

Illinois Public Works Mutual Aid Network Agreement

This Public Works Agreement (hereinafter "Agreement") is entered into by _____ which has, by executing this Agreement, manifested its intent to participate in an Intrastate Program for Mutual Aid and Assistance, hereinafter entitled the "Illinois Public Works Mutual Aid Network (IPWMAN)"; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, (hereinafter "Act") authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, any community that is a home rule unit of local government under the 1970 Constitution of the State of Illinois and as such may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the Act provides that any one or more public agencies may contract with any one or more other public agencies to set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting Parties; and

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 a unit of local government from another state; and

WHEREAS, the Parties to this Agreement may voluntarily agree to participate in mutual aid and assistance activities conducted under the State of Illinois Intrastate Mutual Aid and Assistance Program and the Interstate Emergency Management Assistance Compact (EMAC). Parties may voluntarily agree to participate in an interstate Mutual Aid and Assistance Program for public works related agencies including, but not limited to; local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function through this Agreement if such a program were established.

WHEREAS, the Parties hereto are units of local government as defined by the Constitution of the State of Illinois and the Intergovernmental Cooperation Act; and

WHEREAS, the Parties recognize that they are vulnerable to a variety of potential, natural and man-made disasters; and

WHEREAS, the Parties to this Agreement wish to provide mutual aid and assistance to one another during times of disaster or public works emergencies.

NOW, THEREFORE, the Parties agree as follows:

SECTION I: PURPOSE

The Illinois Public Works Mutual Aid Network (IPWMAN) program is hereby established to provide a method whereby public works related agencies, including, but not limited to, local municipal public works departments, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other governmental entity that performs a public works function in need mutual aid assistance may request aid and assistance in the form of personnel, equipment, materials and/or other associated services as necessary from other public works related agencies. The purpose of this Agreement is to formally document such a program.

SECTION II: DEFINITIONS

The following definitions will apply to the terms appearing in this Agreement.

A. "*AGENCY*" means any municipal public works agency, township road district, unit road district, county highway departments, publicly-owned water organization and publicly-owned wastewater organization or any other governmental entity that performs a public works function that abides by the provisions as found in this Agreement.

B. "*AID AND ASSISTANCE*" includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response.

C. "*AUTHORIZED REPRESENTATIVE*" means a Party's employee who, by reason of his or her position, has been authorized, in writing by that Party, to request, offer, or provide aid and assistance pursuant to this Agreement. Each Party's initial authorized representative, and the representative's title, is listed on the contact list. If the title of the authorized representative as listed by name on the contact list has changed, such change shall have no effect on the authority of the authorized representative and the named person shall continue to be the authorized representative until a different person is named as the authorized representative in writing by the Party. In the event that the person who is listed as authorized representative is no longer employed by the Party, the successor in the office formerly held by the authorized representative shall automatically become the authorized representative unless the Party indicates otherwise in writing. Each Party's authorized representative shall be responsible to designate someone to supervise that Party's employees who are engaged in the receipt or furnishing of aid and assistance, including, but not limited to, opening of public ways; removal of debris; building of protective barriers; management of physical damage to structures and terrain; transportation of persons, supplies, and equipment; and repair and operation of municipal utilities.

D. "*BOARD OF DIRECTORS*" is a group of representatives from the Parties to the IPWMAN Agreement elected to organize and maintain the program. The Board of Directors shall consist of members of the IPWMAN. Qualifications and terms for the Board members shall be defined in the By-Laws of the Illinois Public Works Mutual Aid Network, Inc.

E. "*BOARD MEMBER*" is a representative of the Association (IPWMAN) serving on the Board of Directors.

F. "*DISASTER*" means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the control of the services, personnel, equipment and facilities of a Party that requires assistance under this Mutual Aid and

Assistance Agreement, but must be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. "*IPWMAN*" is the acronym for the Illinois Public Works Mutual Aid Network.

H. "*LOCAL EMERGENCY*" is defined as an urgent need requiring immediate action or attention beyond normal capabilities, procedures and scope for aid and assistance by an agency.

I. "*MUTUAL AID RESOURCE LIST*" means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan.

J. "*NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS)*" a Presidential directive that provides a consistent nationwide approach that allows federal, state, local and tribal governments as well as private-sector and nongovernmental organizations to work together to manage incidents and disasters of all kinds.

K. "*PARTY*" means an agency which has adopted and executed this Agreement.

L. "*PERIOD OF ASSISTANCE*" means a specified period of time when a Responding Agency assists a Requesting Agency. The period commences when personnel, equipment, or supplies depart from a Responding Agency's facility and ends when the resources return to their facility (portal to portal). All protections identified in the Agreement apply during this period. The specified Period of Assistance may occur during response to or recovery from an emergency, as previously defined.

M. "*RESPONDING AGENCY*" means the Party or Agency which has received a request to furnish aid and assistance from another Party and has agreed to provide the same.

N. "*REQUESTING AGENCY*" means the Party or Agency requesting and receiving aid and assistance from a Responding Agency.

SECTION III: RESPONSIBILITY OF PARTIES

A. *PROVISION OF AID*. Each Party recognizes that it may be requested to provide aid and assistance at a time when it is necessary to provide similar aid and assistance to the Party's own constituents. This Agreement shall not be construed to impose any unconditional obligation on any Party to provide aid and assistance. A Party may choose not to render aid and assistance at any time, for any reason.

B. *RECRUITMENT*. The Parties hereby encourage each other to enlist other agencies to adopt and execute this Agreement.

C. *AGREEMENT FOR BENEFIT OF PARTIES*. All functions and activities performed under this Agreement are for the benefit of the Parties to this Agreement. Accordingly, this Agreement shall not be construed to be for the benefit of any third parties and no third parties shall have any right or cause of action against the Parties to this Agreement.

D. *IMMUNITIES*. All immunities provided by law to the Parties shall be fully applicable to the Parties providing or receiving aid and assistance pursuant to this Agreement, including, but not limited to, the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, et seq.

E. *MEMBERSHIP*. To be a member in good standing, a Party shall be responsible for dues and other obligations as specified in the IPWMAN By-Laws and Operational Plan.

SECTION IV: ANNUAL REVIEW

At a minimum, the Board of Directors shall meet annually at a meeting place designated by the Board of Directors to review and discuss this Agreement and, if applicable, to recommend amendments to this Agreement. The Board of Directors shall have the power and signing authority to carry out the purposes of this Agreement, including but not limited to the power to: adopt by-laws; execute agreements and documents approved by the Board of Directors; develop specific operating plans, procedures and protocol for requesting assistance; organize meetings; operate a website; disseminate information; create informational brochures; create subcommittees; maintain lists of the Parties; maintain equipment and supply inventory lists; and deal with Party issues.

SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

SECTION VI: RESPONDING AGENCY'S ASSESSMENT OF AVAILABILITY OF RESOURCES

The Board of Directors will promulgate and regularly update procedures for responding agency's assessment of availability of resources through IPWMAN Operational Plan.

SECTION VII: SUPERVISION AND CONTROL

A. *DESIGNATION OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* Responding Agency shall designate a representative who shall serve as the person in charge of coordinating the initial work assigned to the Responding Agency's employees by the Requesting Agency. The Requesting Agency shall direct and coordinate the work being assigned to the Responding Agency(s) and the Requesting Agency's employees. All actions shall be consistent with and in accordance with the National Incident Management System (NIMS) and the IPWMAN Operational Plan.

B. *RESPONSIBILITIES OF RESPONDING AGENCY'S SUPERVISORY PERSONNEL.* The Board of Directors will promulgate and regularly update procedures for Responding Agency's supervisory personnel through the IPWMAN Operational Plan.

SECTION VIII: LENGTH OF TIME FOR AID AND ASSISTANCE; RENEWABILITY; RECALL

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance; renewability; recall through the Illinois Public Works Mutual Aid Network (IPWMAN) Operational Plan.

It is presumed that a Responding Agency's aid and assistance shall be given for an initial minimum period of twelve (12) hours. Thereafter, assistance shall be extended as the Responding Agency and Requesting Agency shall agree. The twelve (12) hour period shall start when the aid and assistance departs from Responding Agency's location with the intent of going to Requesting Agency's location. The aid and assistance shall end when it returns to Responding Agency's location with the understanding between the Responding Agency and Requesting Agency that provision of aid and assistance is complete.

Responding Agency may recall its aid and assistance at any time at its sole discretion. Responding Agency shall make a good faith effort to give the Requesting Agency as much advance notice of the recall as is practical under the circumstances.

SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

A. *PERSONNEL* – Responding Agency shall continue to pay its employees according to its then prevailing ordinances, rules, regulations, and collective bargaining agreements. At the conclusion of the period of aid and assistance, the Responding Agency shall document all direct and indirect payroll costs plus any taxes and employee benefits which are measured as a function of payroll (i.e.; FICA, unemployment, retirements, etc.).

B. *RESPONDING AGENCY'S TRAVELING EMPLOYEE NEEDS* – Responding Agency shall document the basic needs of Responding Agency's traveling employees, such as reasonable lodging and meal expenses of Responding Agency's personnel, including without limitation transportation expenses for travel to and from the stricken area during the period of aid and assistance.

C. *EQUIPMENT* – Responding Agency shall document the use of its equipment during the period of aid and assistance including without limitation all repairs to its equipment as determined necessary by its on-site supervisor(s) to maintain such equipment in safe and operational condition, fuels, miscellaneous supplies, and damages directly caused by provision of the aid and assistance.

D. *MATERIALS AND SUPPLIES* – Responding Agency shall document all materials and supplies furnished by it and used or damaged during the period of aid and assistance.

E. *REIMBURSEMENT OF COSTS* – Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

SECTION X: RIGHTS AND PRIVILEGES OF RESPONDING AGENCY'S EMPLOYEES

Whenever Responding Agency's employees are rendering aid and assistance pursuant to this Agreement, such employees shall retain the same powers, duties, immunities, and privileges they would ordinarily possess if performing their duties within the geographical limits of Responding Agency.

SECTION XI: WORKERS' COMPENSATION

The Parties agree that Requesting Agency shall be responsible for payment of workers' compensation benefits owed to Requesting Agency's employees and that Responding Agency shall be responsible for payment of workers' compensation benefits owed to Responding Agency's employees.

SECTION XII: INSURANCE

Each Party shall bear the risk of liability for its agency and its agency's employees' acts and omissions and shall determine for itself what amount of insurance it should carry, if any. Each Party understands and agrees that any insurance coverage obtained shall in no way limit that Party's responsibility under Section XIII of this Agreement to indemnify and hold the other Parties to this Agreement harmless from such liability.

SECTION XIII: 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 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 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 or its employees shall be the sole and exclusive responsibility of the Party rendering aid; and further provided 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. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

SECTION XIV: 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 Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency 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 XV: NOTICE OF CLAIM OR SUIT

Each Party who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect other Parties of this Agreement shall provide prompt and timely notice to the Parties who may be affected by the suit or claim. Each Party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

SECTION XVI: AMENDMENTS

Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments shall be approved by majority vote of the Board of Directors.

SECTION XVII: ADDITIONAL PARTIES

Additional agencies may become Parties to this Agreement, provided that such agencies:

- (1) Approve and execute this Agreement.
- (2) Provide a fully executed copy of this Agreement to the Board of Directors.
- (3) Provide the name and title of an authorized representative to the Board of Directors.
- (4) Annually provide a list of mutual aid resources to its local accredited/certified Emergency Management Agency. If requested, the agency may need to assist its local accredited/certified Emergency Management Coordinator with data entry of its mutual aid resources into a web-based format (NIMS Source).

Upon submission of the items enumerated above to the Board of Directors and receipt of acknowledgement from the Board of Directors, the submitting agency shall be regarded as a Party to the Agreement.

SECTION XVIII: NOTICES

Notices and requests as provided herein shall be deemed given as of the date the notices are deposited, by First Class Mail, addressed to the Board of Directors who will notify each of the Parties' representatives.

SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within ninety (90) days of said amended agreement will signify a Party's withdrawal from the Agreement.

SECTION XX: HEADINGS

The headings of various sections and subsections of this Agreement have been inserted for convenient reference only and shall not be construed as modifying, amending, or affecting in any way the express terms and provisions of this Agreement or their interpretation.

SECTION XXI: SEVERABILITY

Should any clause, sentence, provision, paragraph, or other part of this Agreement be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair, or invalidate the remainder of this Agreement. Each of the Parties declares that it would have entered into this Agreement irrespective of the fact that any one or more of this Agreement's clauses, sentences, provisions, paragraphs, or other parts have been declared invalid. Accordingly, it is the intention of the Parties that the remaining portions of this Agreement shall remain in full force and effect without regard to the clause(s), sentence(s), provision(s), paragraph(s), or other part(s) invalidated.

SECTION XXII: EFFECTIVE DATE

This Agreement shall be effective on the date of the acknowledgement letter sent by the Board of Directors.

SECTION XXIII: WAIVER

Failure to enforce strictly the terms of this Agreement on one or more occasions shall not be deemed a waiver of the right to enforce strictly the terms of this Agreement on any other occasion.

SECTION XXIV: EXECUTION OF COUNTERPARTS

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION XXV: PRIOR IPWMAN AGREEMENTS

To the extent that provisions of prior IPWMAN Agreements between signatories to this Agreement are inconsistent with this Agreement, all prior agreements for mutual aid and assistance between the Parties hereto are suspended.

SECTION XXVI: PROHIBITION ON THIRD PARTIES AND ASSIGNMENT OF RIGHTS/DUTIES

This Agreement is for the sole benefit of the Parties and no person or entity shall have any rights under this Agreement as a third-Party beneficiary. Assignments of benefits and delegations of duties created by this Agreement are prohibited and must be without effect.

NOW, THEREFORE, each of the Parties have caused this IPWMAN Mutual Aid Agreement to be executed by its duly authorized representative who has signed this Agreement as of the date set forth below.

Approved and executed this _____ day of _____, 20__.

For the Agency

By: _____

Attest: _____

APPROVED (as to form):

By: _____

On behalf of the Illinois Public Works Mutual Aid Network

Approved and executed this _____ day of _____, 20__.

By: _____
President of IPWMAN Board of Directors

Attest: _____
IPWMAN Secretary/Treasurer

Approved by the IPWMAN Interim Board of Directors on September 17, 2008. Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended by the IPWMAN Board of Directors on June 16, 2010

ORDINANCE NO. _____

**An Ordinance Authorizing Execution of the
Illinois Public Works Mutual Aid Network Agreement (IPWMAN)**

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 (Mayor, Village President, County Board Chair, etc.) and the (City Council, Board of Trustees, County Board of Commissioners, etc.) of (City, Village, County) have determined that it is in the best interests of the _____ and its residents to enter into an intergovernmental agreement to secure to each the benefits of mutual aid in public works and the protection of life and property from an emergency or disaster and to provide for public works assistance, training and other necessary functions to further the response and recovery from said emergency or disaster. The principal objective of the public works mutual aid assistance being the response to and recovery from any emergency or disaster and the return of the community to as near normal as quickly as possible.

NOW, THEREFORE, BE IT ORDAINED by the _____
of the _____, _____ County, Illinois as follows:

SECTION ONE: That the _____ and the _____ be and are hereby authorized to execute an Agreement for participation in the **Illinois Public Works Mutual Aid Network (IPWMAN)**, a copy of said Agreement being attached hereto and being made a part hereof.

APPROVED this ____ day of _____, 20____, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

(Authorized Signature)

ATTEST:

(Authorized Signature)

Exhibit A1

DULY AUTHORIZED REPRESENTATIVE
(List 3 people/agency)

Agency: _____

Name: _____

Title: _____

Office Address: _____

City/State/Zip: _____

Office Phone: _____

Cell Phone: _____

Home Phone: _____

Office Fax: _____

Cell Phone Carrier (to receive emergency notifications): _____

Email: _____

Check all that apply:

- Water
- Sanitary District
- Township

- Wastewater
- Village/Town/City
- County