

UPCOMING MEETINGS

for the

FORD COUNTY BOARD

Tuesday, Nov. 7, 2023

7:00 A.M. Highway Committee Meeting – Highway Department in Roberts

Wednesday, Nov. 8, 2023

9:00 A.M. Sheriff Committee Meeting – Sheriff's Boardroom at the Jail

Thursday, Nov. 9, 2023

9:00 A.M. Finance Committee Meeting – Small Courtroom in Courthouse

Monday, Nov. 13, 2023

7:00 P.M. County Board Meeting – Sheriff's Boardroom at the Jail



Notes:

- Courthouse will be *CLOSED* on Friday, November 10, 2023 for Veteran's Day.
- Courthouse will be *CLOSED* on Thursday & Friday, November 23rd & 24th, 2023 for Thanksgiving Day & Day After.

COUNTY CLERK & RECORDER'S OFFICE

To the Chairman of the County Board of Ford County:

I, Amy Frederick, County Clerk and Recorder, in and for the County of Ford and State of Illinois, respectfully present the following report of all the fees and emoluments of my office, for the month of **September 2023** and during the month where I state the gross amount of all fees.

COUNTY CLERK													
REVENUE FOR THE MONTH	RECORDING FEES	VITAL RECORDS	MISC FEES	COUNTY TAX STAMPS 1/3	TAX CLERK FEES	COUNTY CLERK REVENUE	DEDICATED FUNDS AUTO REC. FEE (RSSA)	DEDICATED FUNDS AUTO VITAL FEE (VRSSA)	GIS	DOMESTIC VIOLENCE FUND (DVF)	RENTAL HOUSING SURCHARGE (RHSP)	DSC	DELINQUENT TAXES COLLECTED
Dec-22	4,753.00	1,366.00	611.25	2,283.50	258.00	9,271.75	2,528.00	284.00	4,550.00	5.00	1,548.00	224.00	3,541.68
Jan-23	5,002.00	1,616.00	2,801.00	4,306.50	430.00	14,155.50	3,587.00	368.00	4,777.00	15.00	1,620.00	408.00	17,455.08
Feb-23	3,999.00	1,965.00	1,194.00	3,654.00	2,838.00	13,650.00	4,640.00	538.00	3,811.00	5.00	1,323.00	800.00	58,340.40
Mar-23	4,495.00	2,006.00	1,935.42	3,659.75	2,752.00	14,848.17	2,386.00	474.00	4,302.00	5.00	1,503.00	492.00	51,890.54
Apr-23	3,068.00	1,366.00	1,567.49	2,162.50	1,290.00	9,453.99	2,721.00	332.00	2,950.00	35.00	1,035.00	384.00	40,646.61
May-23	4,449.00	2,078.00	3,252.82	2,563.75	1,118.00	13,461.57	3,957.00	512.00	4,259.00	75.00	1,494.00	672.00	189,929.59
Jun-23	4,118.00	1,506.00	934.00	3,305.75	860.00	10,723.75	2,218.00	354.00	3,975.00	30.00	1,395.00	400.00	34,420.82
Jul-23	5,212.00	1,752.00	1,232.25	4,577.25	344.00	13,117.50	5,149.00	374.00	5,150.00	45.00	3,546.00	372.00	10,114.68
Aug-23	5,594.00	2,736.00	715.75	3,571.00	516.00	13,132.75	4,402.00	572.00	5,352.00	70.00	3,744.00	376.00	20,704.56
Sep-23	4,037.00	2,105.00	1,163.75	2,329.00	516.00	10,150.75	3,271.00	484.00	3,852.00	45.00	2,520.00	516.00	37,154.00
Oct-23						0.00							
Nov-23						0.00							
MID-YEAR	25,766.00	10,397.00	11,361.98	18,630.00	8,686.00	74,840.98	19,819.00	2,508.00	24,649.00	140.00	8,523.00	2,980.00	361,803.90
TOTAL	44,727.00	18,496.00	15,407.73	32,413.00	10,922.00	121,965.73	34,859.00	4,292.00	42,978.00	330.00	19,728.00	4,644.00	464,197.96

76.23% = Percent of estimated revenue generated for year to date.

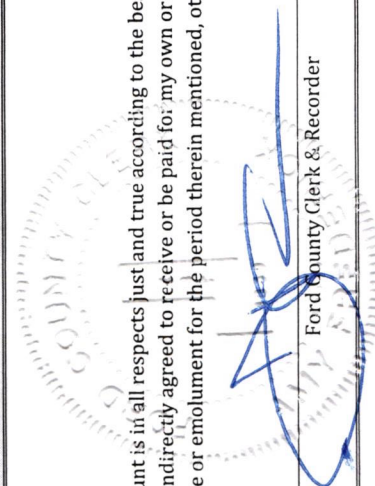
Dedicated Funds = \$ 39,151.00
 Supervisor of Assessments = \$ 42,978.00
 State & Tax Buyers = \$488,899.96
Total Receipts = \$692,994.69

Total Estimated Revenue = \$160,000.00 Actual Office Revenue = \$121,965.73

STATE OF ILLINOIS }
 COUNTY OF FORD }

I, Amy Frederick, do solemnly swear that the foregoing account is in all respects just and true according to the best of my knowledge and belief, and that I have neither received directly or indirectly nor directly or indirectly agreed to receive or be paid for: my own or another's benefit, any money, article or consideration than therein stated, nor am I entitled to any fee or emolument for the period therein mentioned, other than those specified.

Submitted this 3rd day of October, 2023.



Ford County Clerk & Recorder

MONTH END REPORT
September 2023

TOTAL DEATH INVESTIGATIONS	17
TOTAL RESIDENT DEATHS	16
TOTAL NON-RESIDENT DEATHS	1
Past Inquires or <u>Inquests Pending</u>	0
Inquires Pending this month	0
1) Natural Death Investigations	17
2) Undetermined Death	0
3) Suicide	0
4) Homicide	0
5) Accidental Death	0
5a) Accidental Motor Vehicle Death	0
5b) Accidental Drug or Alcohol Death	0
AUTOPSIES	
TOXICOLOGY	
EXTERNAL EXAMINATIONS	0
HOSPICE CASE-----	13
INQUESTS CONDUCTED	0
CREMATION PERMITS INVESTIGATED AND ISSUED	5
NOTIFICATIONS FOR OTHER COUNTIES	
ORGAN & TISSUE DONATION	0
INVESTIGATIONS RETURNED TO THE MEDICAL PROFESSION	0
CREMATION PERMIT FEES RECIEVED	\$ 500.00
REPORT FEES	.00
MISC.FEES (Grant)	.00
INVOICES RECEIVED	00.00
TOTAL REVENUE	\$ 500.00

RESPECTFULLY SUBMITTED,



BRANDON RODERICK
FORD COUNTY CORONER



**FORD COUNTY
OFFICE OF EMERGENCY MANAGEMENT
200 W. State Street Room B-5
Paxton, IL 60957
Phone 217-379-9415**

Activity Report for 01 Sept. 2023 to 30 Sept. 2023

05-08 Sept. 2023 Illinois Emergency Management Agency Training Summit (Springfield)

11 Sept. 2023 Ford County Board Meeting (Paxton)

13 Sept. 2023 Ford County Finance Committee Meeting (Paxton)
Ford County Emergency Management Agency Training (Paxton)

14 Sept. 2023 Illinois Emergency Management Agency Region 7 Meeting (Tremont)

17 Sept. 2023 Piper City Fire Department Open House recruiting event,
FCEMA had a booth set up for public outreach & recruiting (Piper City)

22 Sept. 2023 Illinois Emergency Services Management Association (IESMA)
Executive Board Special Meeting (Zoom)

27 Sept. 2023 Leadership in Today's World (Continuing Education) (Paxton)

28 Sept. 2023 Hazard Mitigation Planning Meeting with States Attorney (Paxton)

This report was Respectably submitted by:

Terry L. Whitebird
Ford County EMA

Monthly Report to the Ford County Board
On Activities at the Highway Department
October, 2023

The Ford County Highway Department completed the following activities during the month September, 2023.

Engineering Division

- Entered claims and allotments to various county and township funds.
- Assisted Maintenance Division.
- Began replacement of County Bridge in Mona Township.
- Inspected Pavement Striping for County Roads on South half of County.
- Worked with Contractors on County Road Drainage Issues.

Maintenance Division

- Performed maintenance and repair on County owned equipment.
- Conducted routine inspection and maintenance of roads, entrances, shoulders and signs on County system.
- Replaced traffic control signs on various County Roads.

County Engineer

- Assisted Commissioners with Drainage and Traffic Control Projects in Ford and Iroquois Counties.
- Assisted Iroquois County Highway Department.
- Attended Township Road Commissioners' Meetings in Ford and Iroquois Counties.

Ford County Highway Committee Minutes

The Ford County Highway Committee met on October 3, 2023 at the Ford County Highway Department in Roberts, Illinois.

Present at this regular scheduled meeting were Chairman Tim Nuss, Ann Ihrke, Lesley King, Carson Vaughn and Chase McCall. County Engineer Greg Perkinson was also present. Mr. Nuss called the meeting to order at 7:00 a.m.

Mr. Nuss moved to accept the Agenda. Seconded by Mrs. Ihrke. Motion passed.

First on the agenda was the review of the September 5, 2023 minutes. Mr. McCall moved and Mr. Vaughn seconded the motion that they be approved. Motion passed.

Public Comment:

- None

September bills were read and presented by Mr. Perkinson. Mr. Nuss moved and Mr. McCall seconded the motion to send the bills to the full board.

The committee then reviewed the fund balance report and the highway appropriations and expenses report.

Under old business the following items were discussed:

Mr. Perkinson informed the committee of the activities at the County Highway Department during the month of September and will provide a written report for the full board.

Mr. Perkinson updated the committee on the shared work with Iroquois County. Mr. Nuss reminded the committee that the agreement to share the County Engineer ends December 31, 2023 and the needs of Ford County need to be a priority.

IDOT responded to Mr. Nuss and Mr. Perkinson's letter regarding safety concerns at the intersection of IL Route 115 and Buckley Road. IDOT will not install a flashing red light at this location due to the lower-than-average accident rate at this location. Mr. Nuss made a motion to have the County Engineer investigate the requirements for an IDOT permit to have the county install the flashing lights and the costs involved to install the lights.

New Business:

The 7:00 am start time for the committee meetings was discussed. The 7:00 am start was set to minimize the disruption to the daily work of the highway department staff.

Next Meeting will be November 7, 2023 at 7:00 a.m.

Resolutions:

- None

Having no further items to discuss, Mr. Vaughn moved to adjourn at 7:35 am. Seconded by Mrs. Ihrke. Motion passed.

FORD COUNTY PROBATION AND COURT SERVICES

Stats for September 2023

SEPTEMBER of 2023

ADULTS:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Felony Cases	70	Active	75
Misdemeanors	21	Warrants	144
DUI Cases	21	TOTAL	219
Traffic Cases	0		
TOTAL	112		

JUVENILES:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Probation	5	Active	19
Cont'd Supervision	1	Inactive	1
Informal	0	TOTAL	20
Other	0		
TOTAL	6		

PUBLIC SERVICE:

<u>Adults</u>		<u>Juveniles</u>	
Cases	54	Cases	8
Hours	6480	Hours	257
TOTAL CASES:	62		
TOTAL HOURS:	6737		

RESTORATIVE JUSTICE / DIVERSION:

Intakes this month	1		
Cases reviewed this month	1		
Active Conference/Diversion Cases		Restorative Justice / Diversion	11

INVESTIGATIONS:

PSI's ordered	6	PSI's completed	2
Record Checks completed	1		

INTAKES:

Adults: 6 Juveniles: 0

ELECTRONIC MONITORING / GPS:

Adults: 3 Juveniles: 0

CONTACTS FROM POLICE AND / OR CLIENTS AFTER HOURS:

Police 5 Clients 2

HOME / SCHOOL VISITS CONDUCTED DURING THE MONTH:

Home: 5 School 5

RESTITUTION / COMMUNITY SERVICE COMPLETED:

Restitution collected this month: \$987.65

Community Service collected:

Adults: 20 Juveniles: 40

SEPTEMBER 2022 (Same month last year)

ADULTS:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Felony Cases	56	Active	75
Misdemeanors	22	Warrants	144
DUI Cases	20	TOTAL	219
Traffic Cases	4		
TOTAL	102		

JUVENILES:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Probation	5	Active	19
Cont'd Supervision	0	Inactive	1
Informal	0	TOTAL	20
Other	0		
TOTAL	5		

PUBLIC SERVICE:

<u>Adults</u>		<u>Juveniles</u>	
Cases	61	Cases	8
Hours	7207	Hours	225
TOTAL CASES:	98		
TOTAL HOURS:	7432		

VIOLATIONS:

Adult: 7 Juveniles: 0

COMMUNITY MEETINGS ATTENDED THIS MONTH:

Ford County Board Meeting ROSC Meeting
Ford County Finance Meeting CMO Meeting
11th Circuit Veterans Court Ford County Insurance and Personnel
SART

TRAININGS / PRESENTATIONS COMPLETED DURING THIS MONTH:

Supreme Court PTSD Vet Court
IPCSA

TOTAL NUMBER OF HOURS WORKED OUTSIDE MON. - FRI. 8:30 - 4:30: 12

OFFICER CASELOAD ADULTS JUVENILES PRE-TRIAL

Jennifer Anderson	111	1	
Rocky Marron	45	2	122
Ariel Brucker	22	0	
Mallory Lithgow	22	13	
Warrant Status	142	1	

INTAKES THIS MONTH:

Adult:		Juvenile:	
Felony Cases	4	Probation	0
Misdemeanors	1	Cont'd Supervision	0
DUI Cases	3	Informal	1
Traffic Cases	0	Other	0
TOTAL	8	TOTAL	1

CONFINEMENTS:

Juvenile Detention	1		
IDOC Commitments	3		
Group Home		Adults: 0	Juveniles: 1
Residential Substance Abuse Treatment:		Adults: 3	Juveniles: 0

ADULT PROGRAMS ORDERED THIS MONTH:

COMPLETED THIS MONTH:

Alcohol / Substance Abuse Assessment	3	4
DUI Assessment	0	1
Alcohol / Substance Abuse Treatment	1	1
DUI Education	0	2
Victim Impact Panel	3	3
Cognitive Classes	2	1
Anger / Domestic Abuse Classes	0	1
Mental Health	3	0
Sex Offender Treatment	0	0
Parenting Classes	0	0
Psychiatric / Psychological Assessment	0	0
Traffic School	0	0

**FORD COUNTY SHERIFF'S OFFICE
SEPTEMBER 2023
ACTIVITY SUMMARY REPORT**

INCOME RECEIVED

\$30,688.34 – Contracts	\$328.82 – Misc. Reimbursement
\$ 3,252.21 – Inmate Phones	\$ 90.00 – Arrestee Medical Fund
\$ 1,200.00 – Sheriff Sale	\$ 92.40 – Transport Reimbursement
\$ 1,105.50 – Civil Process	\$ 25.00 – Reports

TOTAL FOR THE MONTH OF SEPTEMBER

\$36,782.27

FY23 TOTAL TO DATE

\$448,607.84

TRAFFIC ACCIDENTS- 04

WARNING CITATIONS-33

TRAFFIC CITATIONS-36

22 – Speeding	01 – Driving Restricted time on GDL
03 – No Driver's License	01 – Improper Lane Usage
02 – Suspended Registration	01 – No Turn Signal
02 – Operating Uninsured Motor Vehicle	01 – No Headlights when Required
02 – Driving on Revoked Driver's License	01 – Illegal Parking

FIELD INCIDENT/COMPLAINT REPORTS

10 – Civil/Non-Criminal Complaint	02 – Theft
10 – Investigation Follow-up	02 – E911 Hang-up
09 – Motorist Assist	02 – Fraud
09 – Suspicious Person/Activity	02 – Juvenile Complaint
08 – Other Agency Assist	02 – Property Standby
06 – Welfare Check	01 – Abuse Complaint
06 – Domestic Trouble	01 – Burglary
05 – Traffic Complaint	01 – Civil Dispute
04 – Animal Complaint	01 – Custody Dispute
04 – Foot Patrol	01 – Fight in Progress
03 – Suspicious Vehicle	01 – Road Hazard
03 – Security Alarm	01 – Suicide Threat
03 – Harassment	01 – Trespassing

CIVIL PROCESS ACTIVITY (SERVICES/ATTEMPTS)

Court Summons: 23/26 Warrants: 16

FORD COUNTY INMATES TOTAL MANDAYS TO DATE (9136)

Monthly Ford County Inmate Mandays: 894



ILLINOIS EMERGENCY MANAGEMENT AGENCY

JB Pritzker
Governor

Alicia Tate-Nadeau
Director

April 17, 2023

Terry Whitebird
Ford County EMA
200 West State Street
Paxton, IL 60957

Dear Terry Whitebird:

IEMA is pleased to announce that your organization has been selected to receive FEMA Hazard Mitigation Program (HMGP) funding under FEMA Disaster Declaration FEMA-DR-4489-IL. The table below lists details of your jurisdiction's award, including amount awarded and the performance period for this grant.

FEMA HMGP-4489-DR-IL

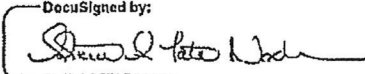
Subrecipient:	Ford County
Application:	<u>HMGP-4489.17-P</u>
Federal Award Amount:	\$45,900.00
Sub-Recipient Management Costs:	\$3,126.67
Period of Performance:	August 21, 2022 through February 1, 2026

This funding is specifically awarded to assist your organization in the creation of a long-term Hazard Mitigation Plan in accordance with the Disaster Mitigation Act of 2000. The Illinois Emergency Management Agency (IEMA) will administer and provide oversight of these awarded funds. An IEMA Hazard Mitigation Disaster Services Planner (DSP) will be assigned to provide further assistance to your organization. The DSP will contact you soon.

While the grant will be administered through the Illinois Emergency Management Agency's Hazard Mitigation Program, quarterly reporting will be required as a condition of the FEMA grant award and reporting process.

Should you have any questions, please do not hesitate to contact the State Hazard Mitigation Officer, Sam Al-Basha, at 217-785-9942 or by email at ema.mitigation@illinois.gov.

Sincerely,

DocuSigned by:

 Alicia Tate-Nadeau
 Director

cc: Sam Al-Basha, State Hazard Mitigation Officer
Greg Nimmo, Recovery Bureau Chief



**INTERGOVERNMENTAL GRANT AGREEMENT
BETWEEN
THE STATE OF ILLINOIS, ILLINOIS EMERGENCY MANAGEMENT AGENCY
AND
Ford County, IL**

The Illinois Emergency Management Agency (Grantor), with its principal office at 1035 Outer Park Drive, Springfield, Illinois 62704, and Ford County (Grantee), with its principal office at 200 West State Street, Paxton, IL 60957 hereby enter into this Intergovernmental Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

**PART ONE – THE UNIFORM TERMS
RECITALS**

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

**ARTICLE I
AWARD AND GRANTEE-SPECIFIC INFORMATION AND CERTIFICATION**

1.1. DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 097313282 is Grantee's correct DUNS number, that GRSBZHUV3UB6 is Grantee's correct UEI, if applicable, that 37-6000821 is Grantee's correct FEIN, and that Grantee has an active State registration and SAM registration. Grantee is doing business as a Government Unit.

1.2. Amount of Agreement. The total amount of the grant funds received by Grantee pursuant to this agreement shall not exceed \$65,660.00. Grantee shall receive Grant in the amount of \$50,026.67, of which \$46,900.00 are federal funds. (IEMA's share not to exceed \$46,900.00). Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this Agreement. Grantee is required to match these funds on a cost-sharing basis of not more than 75 percent Federal and at least 25 percent non-Federal contributions. Grantee is required to provide and/or secure the full non-Federal share for mitigation activities with eligible expenses as outlined in Exhibit C. **As part of this award, the Grantee is receiving \$3,126.67 in Sub-Recipient Management Cost. All Sub-Recipient Management Costs are 100% federally funded and require no non-Federal contribution match as outlined in Exhibit C.**

1.3. Identification Numbers. The Federal Award Identification number is FEMA-4489-DR-IL, the federal awarding agency is FEMA and the Federal Award date is September 12, 2022. The Catalog of Federal Domestic Assistance (CFDA) Name is Hazard Mitigation Grant Program (HMGP) and Number is 97.039. The Catalog

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1. Standing and Authority. Grantee warrants that:

(a) Grantee is duly organized, validly existing and in good standing, if applicable, under the laws of the state in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and, if applicable, is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2. Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the federal Internal Revenue Code (26 USC 1), the Illinois Income Tax Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3. Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$30,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4. Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations ("2 CFR Part 200"), and are incorporated herein by reference. 44 Ill. Admin. Code 7000.40(c)(1)(A). The requirements of 2 CFR Part 200 apply to the Grant Funds awarded through this Agreement, regardless of whether the original source of the funds is State or federal, unless an exception is noted in federal or State statutes or regulations. 44 Ill. Admin. Code 7000.10(c)(8); 30 ILCS 708/5(b).

2.5. Compliance with Registration Requirements. Grantee certifies that it: (i) is registered with the federal SAM; (ii) is in good standing with the Illinois Secretary of State, if applicable; (iii) has a valid DUNS Number; (iv) has a valid UEI, if applicable; and (v) has successfully completed the annual registration and prequalification through the Grantee Portal. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements changes, or the certifications made in

Agreement No. FEMA-4489-DR-IL (HMGP 4489.17-P)

If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

"Indirect Cost Rate Proposal" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Obligations" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Period of Performance" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Prior Approval" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Profit" means an entity's total revenue less its operating expenses, interest paid, depreciation, and taxes. "Profit" is synonymous with the term "net revenue."

"Program" means the services to be provided pursuant to this Agreement.

"Program Costs" means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

"Related Parties" has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

"SAM" means the federal System for Award Management (SAM), the federal repository into which an entity must provide information required for the conduct of business as a recipient.

"Unallowable Costs" has the same meaning as in 44 Ill. Admin. Code 7000.30.

"Unique Entity Identifier" or "UEI" has the same meaning as in 44 Ill. Admin. Code 7000.30.

**ARTICLE IV
PAYMENT**

4.1. Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2. Pre-Award Costs. Pre-award costs are not permitted unless specifically authorized by the Grantor in Exhibit A, PART TWO or PART THREE of this Agreement. If they are authorized, pre-award costs must be charged to the initial Budget Period of the Award, unless otherwise specified by the Grantor. 2 CFR 200.458.

4.3. Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee, including those funds obligated pursuant to ARTICLE XVII, at the end of the Agreement period, or in the

Agreement No. FEMA-4489-DR-IL (HMGP 4489.17-P)

By signing this report [or payment request or both], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate; that the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State or federal pass-through award; and that supporting documentation has been submitted as required by the grant agreement. I acknowledge that approval for any other expenditure described herein shall be considered conditional subject to further review and verification in accordance with the monitoring and records retention provisions of the grant agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812; 30 ILCS 708/120).

**ARTICLE V
SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT**

5.1. Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including Exhibit A (Project Description) and Exhibit B (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of State Award (44 Ill. Admin. Code 7000.360) is incorporated herein by reference. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in PART TWO (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in PART THREE.

5.2. Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

5.3. Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in Exhibit G. Grantee shall adhere to the specific conditions listed therein.

**ARTICLE VI
BUDGET**

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-federal as well as the federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at application, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein by reference.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308 or 44 Ill. Admin. Code 7000.370(b). All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized

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7.3. **Transfer of Costs.** Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. 2 CFR 200.451.

7.4. **Higher Education Cost Principles.** The federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5. **Nonprofit Organizations Cost Principles.** The federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR Part 200 Appendix VIII.

7.6. **Government Cost Principles.** The federal cost principles that apply to state, local and federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. **Commercial Organization Cost Principles.** The federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8. **Financial Management Standards.** The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each state- and federally-funded Program. Accounting records must contain information pertaining to state and federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. To comply with 2 CFR 200.305(b)(7)(i) and 30 ILCS 708/520, Grantee shall use reasonable efforts to ensure that funding streams are delineated within Grantee's accounting system. 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the Grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must

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provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.*) or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(e) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(f) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by federal or state government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(g) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(h) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(i) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC 1251 *et seq.*).

(j) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency 2 CFR 200.205(a), or by the State (30 ILCS 708/25(6)(G)).

(k) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(l) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(m) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health

**ARTICLE X
UNLAWFUL DISCRIMINATION**

10.1. Compliance with Nondiscrimination Laws. Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a - 2000h-6). (*See also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

**ARTICLE XI
LOBBYING**

11.1. Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2. Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3. Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4. Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to

**ARTICLE XIII
FINANCIAL REPORTING REQUIREMENTS**

13.1. Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.208. Unless so specified, the first of such reports shall cover the first three months after the Award begins, and reports must be submitted no later than the due date(s) specified in PART TWO or PART THREE, unless additional information regarding required financial reports is set forth in Exhibit G. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 208(b)(3) and 200.328. Any report required by 30 ILCS 708/125 may be detailed in PART TWO or PART THREE.

13.2. Close-out Reports.

(a) Grantee shall submit a Close-out Report no later than the due date specified in PART TWO or PART THREE, which must be no later than 60 calendar days following the end of the period of performance for this Agreement or Agreement termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.344; 44 Ill. Admin. Code 7000.440(b).

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.345.

13.3. Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of Improper Payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply. 44 Ill. Admin. Code 7000.80.

**ARTICLE XIV
PERFORMANCE REPORTING REQUIREMENTS**

14.1. Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in Exhibit E must be reported quarterly, unless otherwise specified in PART TWO, PART THREE or Exhibit G. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.208, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit review of the application. In such cases, Grantor shall notify Grantee of same in Exhibit G. Pursuant to 2 CFR 200.329 and 44 Ill. Admin. Code 7000.410(b)(2), periodic Performance Reports shall be submitted no later than the due date(s) specified in PART TWO or PART THREE. For certain construction-related Awards, such reports may be exempted as identified in PART TWO or PART THREE. 2 CFR 200.329. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2. Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, no later than the due date specified in PART TWO or PART THREE, which must be

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other applicable sections of Subpart F of 2 CFR Part 200. The audit report packet must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90(h)(1) and the current GATA audit manual and submitted to the Federal Audit Clearinghouse, as required by 2 CFR 200.512. The results of peer and external quality control reviews, management letters issued by the auditors and their respective corrective action plans if significant deficiencies or material weaknesses are identified, and the Consolidated Year-End Financial Report(s) must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$500,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in PART TWO, PART THREE or Exhibit G based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$500,000 in State Grants, but expends \$300,000 or more in State Grants, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) If Grantee is a Local Education Agency (as defined in 34 CFR 77.1), Grantee shall have a financial statement audit conducted in accordance with GAGAS, as required by 23 Ill. Admin. Code 100.110, regardless of the dollar amount of expenditures of State Grants.

(iv) If Grantee does not meet the requirements in subsections 15.3(b) and 15.3(c)(i-iii) but is required to have a financial statement audit conducted based on other regulatory requirements, Grantee must submit those audits for review.

(v) Grantee must submit its financial statement audit report packet, as set forth in 44 Ill. Admin. Code 7000.90(h)(2) and the current GATA audit manual, to the Grantee Portal within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 6 months after the end of the Grantee's audit period.

15.4. "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in federal pass-through funds from State Grants, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The auditor must audit federal pass-through programs with federal pass-through Awards expended that, in the aggregate, cover at least 50 percent (0.50) of total federal pass-through Awards expended. The audit report packet must be completed as described in 2 CFR 200.507 (program-specific audit), 44 Ill. Admin. Code 7000.90 and the current GATA audit manual, and must be submitted to the Grantee Portal. The due date of all required submissions set forth in this Paragraph is the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in federal pass-through funds from State Grants, Grantee must follow all of the audit requirements in Paragraphs 15.3(c)(i)-(v), above.

prior to the date of termination.

16.2. Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3. Non-compliance. If Grantee fails to comply with the U.S. Constitution, applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.208. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.339. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 44 Ill. Admin. Code 7000.80 and 7000.260.

16.4. Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.342; 44 Ill. Admin. Code 7000.80 and 7000.260.

16.5. Effects of Suspension and Termination.

(a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.

(b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.

(c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:

(i) Grantor expressly authorizes them in the notice of suspension or termination;
and

(ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.343.

16.6. Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.340(d).

**ARTICLE XIX
STRUCTURAL REORGANIZATION AND RECONSTITUTION OF BOARD MEMBERSHIP**

19.1. Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or, for non-governmental grantees only, management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership or governance structure, as applicable. Nevertheless, PART TWO or PART THREE may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

20.1. Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

**ARTICLE XXI
CONFLICT OF INTEREST**

21.1. Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.113 and 30 ILCS 708/35.

21.2. Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person currently holding an elective office in this State including, but not limited to, a seat in the General Assembly. In addition, where the Grantee is not an instrumentality of the State of Illinois, as described in this Paragraph, Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20. An instrumentality of the State of Illinois includes, without limitation, State departments, agencies, boards, and State universities. An instrumentality of the State of Illinois does not include, without limitation, municipalities and units of local government and related entities. See definition of "Local government," 2 CFR 200.1.

21.3. Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

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materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2. Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV
INSURANCE**

24.1. Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in PART TWO or PART THREE.

24.2. Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

**ARTICLE XXV
LAWSUITS AND INDEMNIFICATION**

25.1. Independent Contractor. Neither Grantee nor any employee or agent of Grantee acquires any employment rights with Grantor by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2. Indemnification and Liability.

(a) **Non-governmental entities.** This subparagraph applies only if Grantee is a non-governmental entity. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

(b) **Governmental entities.** This subparagraph applies only if Grantee is a governmental

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and federal statutes, federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.

26.11. Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).

26.12. Precedence.

(a) Except as set forth in subparagraph (b), below, the following rules of precedence are controlling for this Agreement: In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between PART ONE and PART TWO or PART THREE of this Agreement, PART ONE shall control. In the event there is a conflict between PART TWO and PART THREE of this Agreement, PART TWO shall control. In the event there is a conflict between this Agreement and relevant statute(s) or rule(s), the relevant statute(s) or rule(s) shall control.

(b) Notwithstanding the provisions in subparagraph (a), above, if a relevant federal or state statute(s) or rule(s) requires an exception to this Agreement's provisions, or an exception to a requirement in this Agreement is granted by GATU, such exceptions must be noted in PART TWO or PART THREE, and in such cases, those requirements control.

26.13. Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.

26.14. Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

26.15. Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

26.17. Attorney Fees and Costs. Unless prohibited by law, if Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

26.18. Continuing Responsibilities. The termination or expiration of this Agreement does not affect: (a) the right of the Grantor to disallow costs and recover funds based on a later audit or other review; (b) the obligation of the Grantee to return any funds due as a result of later refunds, corrections or other transactions, including, without limitation, final Indirect Cost Rate adjustments and those funds obligated pursuant to ARTICLE XVII; (c) the Consolidated Year-End Financial Report; (d) audit requirements established in ARTICLE XV; (e)

EXHIBIT A

PROJECT DESCRIPTION

The Grantor has been awarded a grant, FEMA-4489-DR-IL from the Federal Emergency Management Agency (FEMA) in accordance with the Hazard Mitigation Grant Program. As authorized by Section 404 of the Stafford Act, 42 U.S.C., the key purpose of funding a hazard mitigation planning program is to ensure that the opportunity to take critical mitigation measures to reduce the risk of loss of life and property from future disasters is not lost during the reconstruction process following a disaster. These funds are also designed to assist States, territories, federally-recognized tribes, and local communities to implement a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures from future hazard events. The purpose of this grant is to reimburse Grantee for costs to develop the State of Illinois Hazard mitigation plan as required by the Disaster Mitigation Act of 2000 (DMA2k). The function of the plan is to reduce the loss of life and property, human suffering, economic disruption, and disaster assistance costs resulting from natural disasters. Section 322 of the Act specifically addresses mitigation planning and requires the State to prepare a multi-hazard mitigation plan as a precondition for receiving FEMA mitigation project grants.

Scope of Work

The selected contractor will be responsible for conducting tasks as follows, they are:

1. Application Development
2. Hire Consultant
3. Organize Countywide Mitigation Planning Committee
4. Public Involvement
5. Coordination
6. Risk Assessment
7. Goal Setting
8. Mitigation Activities
9. Adoption of the Plan
10. Draft the Plan
11. Finalize the Plan

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EXHIBIT C

PAYMENT

Grantee shall receive approximately **\$46,900.000** and a Sub-Recipient Management Cost of approximately **\$3,126.67** under this Agreement.

Federal Cost Share 75%					
Task	Personnel	Unit	Unit	Unit	Total Cost
1. Organize Committee	Contractor	20	Hour	\$125.00	\$2,500.00
2. Public Involvement	Contractor	78	Hour	\$125.00	\$9,750.00
3. Coordination	Contractor	7	Hour	\$125.00	\$875.00
4a. Risk Assessment & Vulnerability Analysis	Contractor	82	Hour	\$125.00	\$10,250.00
4b. GIS Services	Contractor	7	Hour	\$125.00	\$875.00
5. Mitigation Strategy & Goal Development	Contractor	78	Hour	\$125.00	\$9,750.00
6. Draft Plan	Contractor	64	Hour	\$125.00	\$8,000.00
7. Finalize Plan & Adopt	Contractor	28	Hour	\$125.00	\$3,500.00
2. Direct Costs (Travel & Printing)	---	1	---	---	\$1,400.00
Total Federal Share:					\$46,900.00

Non-Federal Cost Share 25%					
Task	Personnel Class	Unit Quantity	Unit Measure	Unit Cost	Total Cost
Global Match	---	1	---	---	\$15,633.33
Total Non-Federal Share:					\$15,633.33

TOTAL COST:	\$62,533.33
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Ford/4489.17-P	Total	Federal Share	Local Share
Project Cost	\$62,533.33	\$46,900.00	\$15,633.33
Project Management Cost	\$3,126.67	\$3,126.67	
Total Project Cost	\$65,660.00	\$50,026.67	\$15,633.33

The Grantee shall submit a signed request for payment/reimbursement form and a copy of the related receipts or invoices that verify expenditures for eligible grant funds to the Grantor for review by mail, or fax to the following addresses or fax number:

IEMA
 Attention: State Hazard Mitigation Officer
 1035 Outer Park Drive
 Springfield, IL 62704
 Fax: (217)782-8753

Agreement No. FEMA-4489-DR-IL (HMGP 4489.17-P)

EXHIBIT E

PERFORMANCE MEASURES

The Grantee shall submit quarterly status reports to the State Hazard Mitigation Officer (SHMO) within fifteen days following the end of the quarter (January 15, April 15, July 15, and October 15). Said report will include the status of the project, work completed toward the milestones described in Exhibit B, the anticipated project completion date, and financial information.

Agreement No. FEMA-4489-DR-IL (HMGP 4489.17-P)

EXHIBIT G
STATE AGENCY CONTRACTS

N/A

Hazard Mitigation Plan for Ford County, IL

Draft Proposal October 2019

Overview

Mitigation plans are the foundation for effective hazard mitigation and are a required component to secure funding for FEMA mitigation project grants. A mitigation plan is a demonstration of the commitment to reduce risks from natural hazards and serves as a strategic guide for decision-makers as they commit resources.

Developing hazard mitigation plans enables local governments to:

- Identify actions for risk reduction that are agreed upon by stakeholders and the public.
- Focus resources on the greatest risks and vulnerabilities.
- Build partnerships by involving citizens, organizations, and businesses.
- Increase education and awareness around threats and hazards, as well as their risks.
- Communicate priorities to State and Federal officials.
- Align risk reduction with other state or community objectives.

Guiding Principles for Plan Development

- **Focus on the mitigation strategy.** The mitigation strategy is the plan's main purpose. All other sections contribute to and inform the mitigation strategy and specific hazard mitigation activities.
- **Process is as important as the plan itself.** The plan is only as good as the process and people involved in its development. The plan also serves as the written record of the planning process.
- **This is your community's plan.** To have value, the plan must represent the current needs and values of the community and be useful for local officials and stakeholders. The plan shall be developed in a way that best serves your community's purpose and people.

The Illinois State Water Survey (ISWS) proposes to support Ford County to create the first hazard mitigation plan that engages local governments, stakeholders, and residents in a planning process that meets the requirements in 44 CFR Part 201 Mitigation Planning.

Hazard mitigation plans must comply with mitigation planning regulations for local governments, per 44 CFR 201.6, as well as applicable mitigation planning guidance, including the Hazard Mitigation Assistance Guidance, and include all required elements for new plans regarding the planning process; hazard identification and risk assessment; mitigation strategy; plan review, evaluation, and implementation; and plan adoption. The plan shall be developed in accordance with the following guidance:

- FEMA's Local Multi-Hazard Mitigation Planning Guidance
- FEMA's Using Benefit-Cost Review in Mitigation Planning: State and Local Mitigation Planning
- Any additional State or Federal standards or requirements

Connect implementation plan to existing planning mechanisms specific to each jurisdiction

Include a benefit-cost review to determine whether the benefits-to-costs are reasonable

Identify plan maintenance strategy

Evaluate effectiveness of past procedures for plan maintenance

Identify, document and communicate the plan update process to track implementation (how, when, who will monitor)

Keep public involved throughout maintenance process

Review final draft

Prepare plan and disseminate for review. Complete all revisions of first draft as necessary

Review revised draft with designated local officials, County staff, external stakeholders and response partners and finalize plan as revised

Submit plan to IEMA and FEMA

Complete the FEMA Plan Review Tool

Prepare final plan and submit to IEMA for review

Facilitate the submittal of the plan to IEMA State Hazard Mitigation Officer (SHMO) for initial review and coordination

Make any changes to the plan as specified in the IEMA and FEMA review processes and ensure compliance with 44 CFR 201.6 (Local Mitigation Plans)

Local adoption of plan

Provide the final revised plan to the planning team as one (1) electronic, writable copy in Microsoft Word format and as an Adobe PDF, with supporting datasets and shapefiles

Prepare the plan for adoption by the County and the participating jurisdictions (e.g., County Commissioners, City and Village Administrators and Township Trustees)

Assist participating communities with plan adoption and documentation

Conduct multiple meetings throughout the project

Planning Team – Kick-off meeting and discussion of *outreach strategy*

Planning Team – Discussion of *hazards, risks, and vulnerabilities*

Planning Team – Discussion and prioritization of *mitigation strategy*

Planning Team – Presentation of the *Draft Plan*

Public Meeting– Presentation of community-wide hazards, vulnerabilities and consequences (damage estimates)

Work Schedule

Description of Task	Starting Point	Unit of Time	Duration	Unit of Time	Work Complete
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- The mitigation strategy will include for each community:
 - A description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards
 - A discussion of specific mitigation actions and projects being considered to reduce the effects of each hazard, with particular emphasis on new and existing buildings and infrastructure
 - An action plan describing how the identified actions will be prioritized, implemented and administered by the County and the individual jurisdictions. Prioritization shall include a special emphasis on the extent to which benefits are maximized according to a basic cost benefit review of the proposed projects and their associated costs
- A plan maintenance process which provides:
 - A description of the method and schedule for monitoring, evaluating and updating the mitigation plan within a five-year cycle
 - A description of how local jurisdictions can incorporate the requirements of the mitigation plan into other planning mechanisms, such as comprehensive or capital improvement plans, when appropriate
 - A discussion on how the community will continue public participation in the plan maintenance process

Cost Estimate

The cost estimate is derived from the planning activities described above. This includes, but is not limited to, research, meeting facilitation, public outreach, performing the technical risk analyses, writing the various stages and versions of the plan, creation of supporting graphics, submitting the final plan for State and Federal review, and assisting communities in adopting the plan.

Item Name	Unit Quantity	Cost Estimate (\$)
Organize resources and build planning team	1	\$5,500
Create outreach strategy	1	\$3,500
Assess community capabilities	1	\$3,500
Conduct risk assessment	1	\$19,000
Identify mitigation goals and actions	1	\$10,000
Develop action plan for implementation	1	\$3,900
Identify plan maintenance and implementation strategy	1	\$3,900
Review final draft	1	\$5,500
Submit plan to IEMA and FEMA	1	\$2,000

References and Websites

Hazus program (<https://www.fema.gov/hazus>, accessed Aug. 15, 2019)

Illinois State Geological Survey, Data Clearing House, Height Modernization (ISGS Clearing House). 2019. (<https://clearinghouse.isgs.illinois.edu/data/elevation/illinois-height-modernization-ilhmp-lidar-data> Accessed 18 October 2019)


Illinois Emergency Management Agency, 2018. *2018 Illinois Natural Hazard Mitigation Plan*. (https://www2.illinois.gov/iema/Mitigation/documents/Plan_ILMitigationPlan.pdf Accessed 18 October 2019)

Federal Emergency Management Agency, 2015. *Hazard Mitigation Assistance Guidance*. https://www.fema.gov/media-library-data/1424983165449-38f5dfc69c0bd4ea8a161e8bb7b79553/HMA_Guidance_022715_508.pdf

Federal Emergency Management Agency, 2013. *Local Mitigation Planning Handbook*. https://www.fema.gov/media-library-data/20130726-1910-25045-9160/fema_local_mitigation_handbook.pdf

United States Census Data. (<https://www.census.gov/data.html>) Accessed 18 October 2019)

provides the same service in the same location for their own officers. The dispatchers are likely to be aware of any emergency situation affecting Ford County.

- B. Piatt County is the Ford County E-911 Back-up Center and dispatches City Police, Fire Department, and EMS squads.
- C. The emergency response personnel shall be dispatched through these locations.
- D. Emergency situations vary in speed of onset and their potential for escalation to a disaster situation. The extent to which the EOC is activated will depend upon the type of emergency situation, its potential for escalation, its geographic extent, and other contributing factors. Any emergency service may require the activation of the entire, or a partial EOC staff the request will be reported to the Ford Co. EMA Coordinator or his designee for approval.
- E. The Ford County EMA Coordinator shall be responsible for directing emergency response operations. In the event of the Coordinator absence the succession of command shall be:
 - 1. Deputy Coordinator Ford County EMA
 - 2. Ford County Board Chairperson
- F. The Ford County EMA Coordinator and the Ford County Board Chairperson will be responsible for overall direction and control of the emergency response following implementation of the Emergency Operations Plan and/or declaration of a disaster. The EOC staff assists them by managing individual functional areas. The on-scene commander is responsible for assessing the situation and providing information to the EOC staff for review and prioritization. After a decision is made, it is transmitted to the on-scene commander, who carries it out.
-  G. The Ford County EOC is in the basement of the Ford County Sheriff's Office. Located at 235 North American Street in Paxton Illinois, 60957. The Alternate EOC will be the Paxton Emergency Response Service Building located at 134 West State Street in Paxton, Illinois 60957.
- H. In a time of activation all responding agencies will bring their own maps for their duties. The maps will then be placed strategically throughout the EOC. Communications will be set up and ready to function in a crisis.

MUTUAL AID AGREEMENT

THIS MUTUAL AID AGREEMENT is entered into this _____ day of _____, 20_____, (hereinafter "Agreement") by and between the Ford County Emergency Management Agency ("FCEMA") and _____, ("Partner").

1. **PURPOSE.** The purpose of this Agreement is to establish the terms and conditions by which either party may request aid and assistance from the other party in responding to an emergency or disaster that exceeds the resources available in the requesting party's territorial jurisdiction.
2. **TERMS OF AGREEMENT.** This Agreement is effective upon the day and date of the last signature affixed hereto. This Agreement shall remain in full force and effect until terminated by the parties. The Agreement may be terminated, without cause, by either party upon thirty (30) days written notice, which shall be delivered to the other party by hand or by certified mail sent to the address listed herein.
3. **EXECUTION OF THE AGREEMENT.** This Agreement shall be authorized and approved by the governing body of each party to the agreement. Therefore, this Agreement document shall be executed four times such that FCEMA will have two (2) executed copies with original seals and signatures and Partner will have two (2) executed copies with original seals and signatures.
4. **DEFINITIONS.**

"Assistance" includes a party's local emergency response agency personnel, equipment, facilities, services, supplies, aid, and other resources which are requested by Recipient from Provider.

"Authorized Representative" means the parties' employee(s) who are authorized to request, to offer, or to otherwise provide assistance under the terms of this Agreement. A list of authorized representatives identified by name and position or office, shall be attached to the executed copy of this Agreement. Unless otherwise notified, in the event of personnel changes the parties agree that a successor to a position or office is a duly authorized representative.

"Disaster" means any emergency which has been officially declared a 'disaster' by gubernatorial or presidential executive order.

"Emergency" means any incident or situation—that has occurred, is occurring or will occur in the immediate future—that poses a major threat to public safety and causes or threatens to cause loss of life, serious injury, significant damage to property, or major harm to public health or the environment, as a result of an occurrence or imminent threat of widespread or severe damage or loss of life or property, resulting from a natural, technological, or manmade emergency situation, and which a local entity has declared as being beyond the capabilities of its local emergency response agencies.

"Employee" means a person providing emergency response services who is under the exclusive direction or control of a party or local emergency response agency,

whether the person is compensated for those services (e.g. wages) or is employed in a volunteer capacity.

“Incident Command System” (ICS) means a standardized on-scene emergency management chain of command process during an incident which applies to all response personnel from multiple disciplines, response agencies and/or jurisdictions. ICS is used to centralize control of the facilities, equipment, personnel, procedures, and communications resources of multiple jurisdictions and functional agencies, both public and private, under a common organizational structure and mobilize such resources to best respond to the emergency incident.

“Local emergency declaration” means the written document, signed by a local entity’s chief executive officer, as approved by the local entity’s governing body, which specifies and attests to the occurrence or imminent threat of an emergency that is beyond the capability of all resources available to the local entity within its geographical boundaries.

“Local emergency management agency” means the organizational unit of a municipality, county or fire district with primary jurisdiction, responsibility, and authority for coordinating all homeland security and emergency management activities within the local entity’s specified geographical boundaries.

“Local emergency response agency” means a governmental agency or privately organized entity that provides emergency response services, including the following: Fire, Law Enforcement, Emergency Medical, Transportation, Communications, Incident Command, Public Works and Engineering, Building Inspection, Planning, Staging and Information Assistance, Mass Care, Citizen Corps, Public Health, Medical Service Providers, Search and Rescue, Evacuee Shelters.

“Local entity” means a municipality, county or fire district.

“Provider” means the party that furnishes, or is requested to furnish, assistance under the terms of this Agreement.

“Recipient” means the party that requests or receives assistance under the terms of this Agreement.

5. PROCEDURES FOR REQUESTING AND PROVIDING MUTUAL AID.

a. Requests for Assistance. When either party becomes affected by, or is under imminent threat of, an emergency or disaster and has officially declared an emergency, it may request emergency-related mutual aid assistance through an authorized representative by submitting a written request, or an oral request followed as soon as practicable by written confirmation, to the other party. Recipient shall not request assistance unless resources available within the stricken area are deemed inadequate. Requests for assistance must be transmitted by an authorized representative of Recipient.

b. Required Information. Each request for assistance shall provide the following information to the extent known by Recipient:

Local Emergency Declaration(s): Identification of all local entities that have formally declared an emergency.

Stricken Area and Status: A general description summarizing the condition of the community (e.g. whether disaster or emergency is imminent, in progress or has already occurred) and of the damage sustained to date.

Incident Command: Identification of the Incident Commander(s) and the person(s) to which Provider's supervisory personnel will report upon arrival at the designated staging location.

Request for Assistance: Identification of amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time they will be needed by Recipient, including:

Services and Infrastructure: Identification of available public services and infrastructure systems in Recipient's geographical limits, if any, as well as identification of those public services and infrastructure systems made unavailable by the emergency and which Recipient is requesting assistance reestablishing.

Facilities: Identification of the type(s) of sites, structures or buildings outside of Recipient's geographical limits being requested to serve as relief centers, shelters, or staging areas for incoming emergency personnel, goods and services.

Length of Deployment: Unless a shorter or longer duration is identified in the initial request for assistance, the normal initial duration of Provider's assistance shall be seven days and may be extended, if necessary, in seven day increments.

Food, Housing, Self Sufficiency and Travel: Unless Recipient's request for assistance specifies self-sufficient personnel and resources only, Recipient shall be responsible for providing food and housing for Provider's personnel from the time of their arrival at a designated location to the time of their departure. However, Provider's personnel will be, to the greatest extent possible, self-sufficient while working in the emergency or disaster area. Recipient shall be responsible for transportation costs for Provider's personnel traveling to and from the stricken area, subject to the reimbursement provisions of this Agreement.

Communications: Identification of the command structure and contact person(s) therein who will coordinate communications between Provider's personnel and Recipient. Provider shall furnish communications equipment sufficient to maintain internal communications between its own personnel during deployment.

Rights and Privileges: Assurances that Provider's personnel rendering assistance under the terms of this Agreement shall have the same powers, duties, rights, privileges and immunities incidental to their regular employment or position with Provider.

- c. **Providing Assistance.** No party is required to provide assistance under this Agreement unless it determines that it has sufficient resources to do so. The parties agree that when an authorized representative of Recipient contacts an authorized representative of Provider, Provider will assess its local emergency response agencies' resources to determine the availability of requested personnel, equipment and other assistance, including the feasibility of deploying the same without advance compensation. Provider agrees to communicate information about the availability of resources to Recipient within approximately four (4) hours, and not later than twenty-four (24) hours, from the initial contact.
- d. **State and Federal Assistance.** Unless otherwise agreed to by Provider, Recipient shall be responsible for coordinating all requests for assistance to local, state, or federal authorities.
- e. **Unified Incident Command System.** The parties agree that Recipient shall coordinate and utilize a standard ICS, to the greatest extent possible, for an emergency requiring mutual aid assistance under this Agreement. Recipient's ICS shall be consistent with the concepts and principles of the National Incident Command System (NIMS) developed by the U.S. Department of Homeland Security. The parties agree that Recipient's ICS must allow for Unified Command (UC) to provide the most efficient and effective means for communication between and coordination of personnel and resources 1) deployed by various agencies and jurisdiction at the federal, state, and local levels; 2) deployed to an emergency occurring in two or more jurisdictions; or 3) deployed to an emergency occurring near the geographic boundary between two or more jurisdictions. Utilization of UC and ICS shall not be interpreted as increasing or decreasing the authority, responsibility, and accountability inherent to a local emergency response agency deployed by Provider under the terms of this Agreement.

- f. Supervision and Control.** The parties agree that Provider's personnel, equipment and resources will be under the operational control of Recipient. Direct supervision and control of personnel, equipment and resources shall remain with Provider's designated supervisory personnel and Recipient shall advise Provider's supervisory personnel of the work tasks to be assigned to Provider's personnel. While deployed under the terms of this Agreement, the responsibilities of Provider's supervisory personnel shall include: maintaining daily time records, material records, and logs of equipment hours; overseeing the use, operation and maintenance of Provider's equipment and other resources; and regularly reporting to ICS about progress made and/or set-backs encountered.
- g. Recall of Personnel.** The parties agree that Provider's personnel and other resources shall remain subject to recall at any time. Provider shall give Recipient at least twenty-four hours advance notification of its intent to withdraw personnel or resources. If such notice is not practicable, Provider shall give Recipient the most immediate and earliest possible notice of the recall.
- h. Summary Report.** Within twenty (20) days of the return of all personnel and resources deployed under this Agreement, Recipient will prepare a report summarizing the event and provide a copy to Provider. The report shall include a chronology of events and a description of personnel, equipment, materials and other aid provided to Recipient by Provider. The summary reporting requirement may be satisfied by sending Provider a copy of any after action report required by state or federal authorities which contains the requisite information.

6. REIMBURSEMENT. Unless otherwise agreed upon by Recipient and Provider, the terms and conditions governing reimbursement for assistance provided under this Agreement shall be in accordance with the following provisions:

- a. Personnel.** During the period of assistance, Provider shall continue to pay its employees according to its then prevailing ordinances, rules, and regulations. Recipient shall reimburse Provider for all direct and indirect payroll costs and actual expenses (including travel expenses, benefits, and workers' compensation premiums, claims and expenses) attributed to, and incurred as a result of, providing assistance to Recipient. Actual expenses includes amounts paid to backfill personnel but only to the extent those expenses exceed the regular, or base, pay of such deployed personnel (e.g. if the wages paid to a backfill employee for 50 hours consist of 40 hours at the employee's regular pay rate of \$10 per hour and
- b.**

- c. 10 hours overtime at a 1½ times the regular pay rate—or, \$15 per hour—only the additional \$5 per hour for 10 hours overtime may be considered an actual expense of Provider's assistance to Recipient.)
- d. **Equipment.** Provider shall be reimbursed by Recipient for the use of its equipment during the period of assistance according to the lesser of, 1) the rates established by the rules of the Wyoming Office of Homeland Security; 2) the rates established by the regulations of the Federal Emergency Management Agency at 44 CFR 206.228; or 3) the actual replacement, operation, and maintenance expenses incurred by Provider. Each party shall maintain its own equipment in safe and operational condition. At the request of Provider, fuels, miscellaneous supplies, and minor repairs may be provided by Recipient, if practical. If the equipment charges are based on the pre-established state or federal hourly rates, then Provider's charges to Recipient shall be reduced by the total value of the fuels, supplies, and repairs furnished by Recipient and by the amount of any insurance proceeds received by Provider.
- e. **Materials and Supplies.** Provider shall be reimbursed for all materials and supplies furnished by it and used or damaged during the period of assistance, except for the costs of equipment, fuel, maintenance materials, labor and supplies, which shall be included in the equipment rates established above. No reimbursement may be sought for materials or supplies damaged by the gross negligence or willful and wanton misconduct of Provider's personnel. The measure of reimbursement shall be determined in accordance with 44 CFR 206.228 or other state and federal regulations in effect at the time of the disaster. In the alternative, the parties may agree that Recipient will replace, with like kind and quality as determined by Provider, the materials and supplies used or damaged. If such an agreement is reached, it shall be reduced to writing and duly approved by the governing body of each party.
- f. **Record Keeping.** Provider shall maintain records and submit invoices for reimbursement to Recipient in accordance with existing policies and practices. Recipient is responsible for making sure that Provider's personnel have the information, directions, and assistance necessary to meet any specific record keeping needs, including such record keeping required to seek state or federal reimbursement assistance.
- g. **Payment.** Provider shall bill Recipient for all reimbursable expenses with an itemized statement as soon as practicable after the expenses are incurred, but not later than sixty (60) days following the period of assistance, unless the deadline for identifying damage is extended in accordance with applicable federal or state regulations. Recipient shall pay the bill, or advise of any disputed items, not later than sixty (60) days following receipt of the statement.

h. Federal or State Aid. Recipient's duty to reimburse Provider for its assistance is in no way contingent upon the availability of federal or state aid nor Recipient's receipt of the same.

i. Waiver of Reimbursement. Provider, or any agency or subdivision thereof, reserves the right to assume or donate, in whole or in part, the costs associated with any loss, damage, expense or use of personnel, equipment and resources provided. Provider shall inform Recipient of the waiver as soon as practicable after the expenses are incurred, but not later than sixty (60) days following the period of assistance. Provider shall send Recipient written documentation that Provider's governing body ratified and/or expressed approval of the decision not to seek reimbursement.

7. INSURANCE. Each party shall be responsible for its own actions or omissions and those of its employees. Unless otherwise agreed upon by Recipient and Provider, it is agreed that each party shall be individually responsible for providing insurance coverage in accordance with the following provisions and subject to the terms of the Reimbursement section herein:

a. Unemployment and Workers' Compensation Coverage. During the period of assistance, each party shall maintain its own unemployment insurance and workers' compensation insurance coverage, as required by law, for its employees and shall require the same from its local emergency response agencies.

b. Automobile Liability Coverage. During the period of assistance, each party shall be responsible for complying with the state motor vehicle laws including the registration, licensing and liability coverage for its own vehicles. The parties shall provide automobile liability insurance coverage of not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence for owned, non-owned, and hired vehicles, or shall maintain a comparable self-insurance program. If a party's emergency response utilizes services from a local emergency response agency that is a private or volunteer based entity with response vehicles titled in the entity's name, the party utilizing such services shall be responsible for guaranteeing that the entity has the automobile liability coverage as outlined in this section.

- c. General Liability, Public Officials Liability, and Law Enforcement Liability.** To the extent permitted by law and without waiving sovereign immunity, each party shall be responsible for any and all claims, demands, suits, actions, damages, and causes of action related to or arising out of or in any way connected with its own actions or omissions, and those of its employees, in providing mutual aid assistance rendered or performed pursuant to the terms and conditions of this Agreement.
- d. General Insurance Policy Requirements.** All insurance policies required under this Agreement shall be in effect during the period of assistance. All policies shall be primary and not contributory. During the period of assistance, parties shall pay the premiums on the required policies and shall not allow the policies to be revoked, canceled, amended, or allowed to lapse without thirty (30) days notification to the other party, if possible, or shall otherwise provide such notification immediately upon learning that a policy has been, or will be, revoked, canceled, amended, or allowed to lapse.
- 8. SOVEREIGN IMMUNITY.** By entering into this agreement, the parties do not waive any governmental or sovereign immunity. Each party specifically retains all immunities and defenses available to it as a sovereign or governmental entity pursuant state law. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity.
- 9. INDEMNIFICATION.** Each party to this Agreement shall assume the risk of any liability arising from its own actions or omissions or the actions or omissions of its employees and agents at all times. Neither party agrees to insure, defend, or indemnify the other. To the extent a party does not maintain the proper levels of liability and other insurance coverage pursuant to the terms of this Agreement, the party's liability for being uninsured, or underinsured, shall not be construed as a waiver of its governmental or sovereign immunities.
- 10. THIRD PARTY BENEFICIARY RIGHTS.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained in this Agreement shall operate only between and among the parties to this Agreement and shall inure solely to the benefit of such parties. The provisions of this Agreement are only intended to assist the parties in determining and performing their obligations under this Agreement. The parties expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce its provisions, to seek any remedy arising out of a party's performance or failure to perform any term or condition herein, or to bring an action or suit for the breach of any terms or condition herein.

11. TITLES NOT CONTROLLING. Titles of paragraphs are for reference only and shall not be used to construe the language of this Agreement.

12. APPLICABLE LAW. In the event that the construction, interpretation, and enforcement of this Agreement are subjected to adjudication in a court of law, the construction, interpretation, and enforcement of the terms of the Agreement, and each party's duties and responsibilities thereunder, shall be governed by the laws of the State of Illinois. Venue shall be in the Circuit Court of Ford County, Illinois.

12. ENTIRETY OF AGREEMENT. This Agreement consists of a total of (___) pages, plus Attachment A, FCEMA's Designation of Authorized Representatives, and Attachment B, Partner's Designation of Authorized Representatives, together representing the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

13. SEVERABILITY. Should any portion of this Agreement be judicially determined to be illegal or unenforceable, the remainder of the Agreement shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

14. AMENDMENTS. Any changes, modifications, revisions, or amendments to this Agreement which are mutually agreed upon by the parties to this Agreement shall be incorporated by written instrument, executed, and signed by all parties to this Agreement with the same approvals, certifications, submissions and other requirements applicable to the original Agreement.



Springfield Regional Office

September 11, 2023

Mr. Terry Whitebird, Coordinator
Ford County Emergency Management Agency
200 W. State St., Room B5
Paxton, Illinois 60957

Dear Mr. Whitebird:

Enclosed is our proposal to develop a Multi-Jurisdictional Natural Hazards Mitigation Plan for Ford County. Developing and updating Natural and All Hazard Mitigation Plans (NHMPs/AHMPs) for county government is one of our signature programs that has top priority within this organization. Our staff develops and updates these plans at no cost to the County. Our familiarity with counties in the region provides an advantage over other firms in developing your Plan. Perhaps more importantly our plans are effective, helping jurisdictions receive grant awards to implement identified mitigation projects.

Highlights of our qualifications are:

- **Individual Attention:** Highly experienced staff located in Illinois who take the time needed to help make the plan development process simple for each participant. **We handle the details so that you can devote your attention to other responsibilities.**
- **Results:** In the last five years we have successfully completed and received final approval from FEMA on 33 NHMPs/AHMPs in Illinois. These plans were completed on or ahead of schedule.
- **Experience:** We have developed and updated hazard mitigation plans for more 40 counties and several stand-alone municipalities in Illinois. We are familiar with the hydrology, topography, and severe weather that impacts central Illinois, having developed and updated NHMPs/AHMPs for the adjacent and nearby counties of McLean, Vermilion, Livingston, Kankakee, DeWitt, Piatt, Douglas, and Edgar.

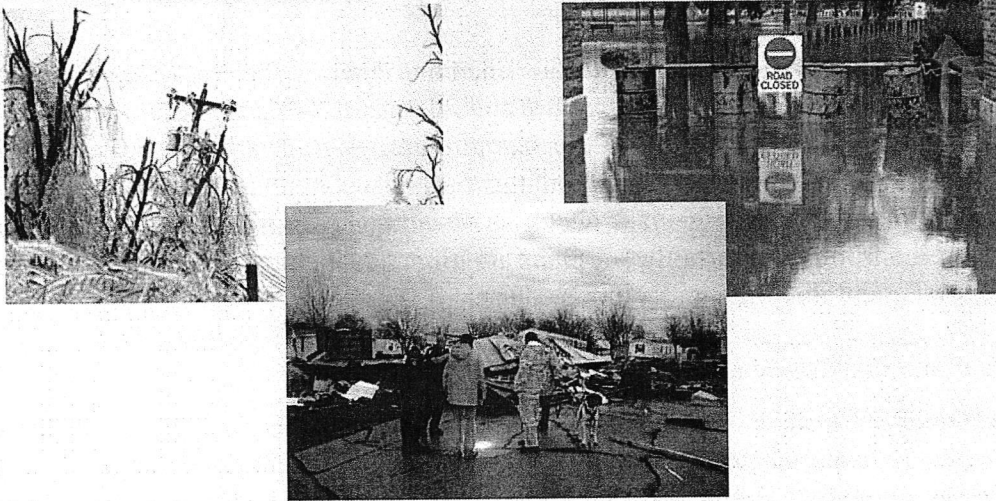
If you have any questions, please do not hesitate to contact me.

Sincerely,

AMERICAN ENVIRONMENTAL

Andrea Bostwick-Campbell
Manager, Emergency Management Services

**REQUEST FOR PROPOSALS
FORD COUNTY
MULTI-JURISDICTIONAL
NATURAL HAZARDS MITIGATION PLAN**



Submitted To:
Mr. Terry Whitebird, Coordinator
Ford County Emergency Management Agency
200 W. State Room B5
Paxton, Illinois 60957

Submitted By:
American Environmental Corporation
3700 W. Grand Ave., Suite A
Springfield, Illinois 62711



SEPTEMBER 11, 2023

**REQUEST FOR PROPOSALS
FORD COUNTY
MULTI-JURISDICTIONAL
NATURAL HAZARDS MITIGATION PLAN**

**DEVELOPMENT OF
FORD COUNTY'S MULTI-JURISDICTIONAL
NATURAL HAZARDS MITIGATION PLAN**

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PROPOSAL REQUIREMENTS

ORGANIZATION OVERVIEW

1. Company Name/Address/Telephone Number

Natural and All Hazard Mitigation Plan work is performed by staff in the Springfield, Illinois regional office of American Environmental Corporation (AEC).



American Environmental Corporation
3700 W. Grand Ave., Suite A
Springfield, Illinois 62711
Telephone: (217) 585-9517
Fax: (217) 585-9518
E-Mail: abostwick@aecspfld.com

2. Description of the Firm

American Environmental Corporation (AEC) is a professional consulting, environmental, engineering and construction firm with staff who specialize in serving the public sector since 1989. This staff is experienced in:

- ❖ air pollution abatement
- ❖ aquatics
- ❖ biology
- ❖ chemistry & chemical transport
- ❖ drainage & hydrology
- ❖ drinking water & wastewater treatment
- ❖ emergency response and mitigation
- ❖ geology
- ❖ hazard mitigation
- ❖ health impacts
- ❖ intergovernmental coordination
- ❖ regulatory matters
- ❖ risk assessment/communication, and grant writing

AEC added emergency management planning through the merger of Johnson, Depp, & Quisenberry's Environmental Unit in February 2016. ***All of the key staff from the Environmental Department have continued to conduct this same work for AEC.***

AEC is a domestic corporation incorporated under Indiana law and operating as an Illinois Limited Liability Company in good standing with the State of Illinois. AEC also has offices in Indianapolis, Indiana; Louisville, Kentucky; and Cincinnati, Ohio.

3. Firm's Previous Experience

AEC has been involved with emergency management services since 1989. AEC is active in the prevention of and response to petroleum and chemical releases. In addition to conducting field work to identify the nature and extent of these releases in soil and water, AEC designs and implements remediation systems that serve private and public sector clients in Illinois, Indiana, Kentucky, and Ohio.

AEC added emergency management planning through the merger of Johnson, Depp & Quisenberry's Environmental Unit in February 2016. All of the key staff from the Environmental Unit have continued to conduct this same work at AEC. In addition to developing and updating Natural and All Hazards Mitigation Plans, other related work includes Chemical Commodity Flow Studies, Tier II Reports, Hazardous Materials Response Plans, Spill Prevention Control Plans, and Toxic Substances Control Act required submittals.

AEC's staff has successfully developed and updated Natural and All Hazard Mitigation Plans (NHMPs/AHMPs) that meet IEMA and FEMA guidelines for 40 counties and several stand-alone municipalities in Illinois. Within the last five years AEC has obtained final approval from FEMA on 33 NHMPs/AHMPs. Our staff are knowledgeable about the hydrology, topography and severe weather that impacts central Illinois, having developed and updated NHMPs/AHMPs for the adjacent and nearby counties of McLean, Vermilion, Livingston, Kankakee, DeWitt, Piatt, Douglas, and Edgar. Narrative descriptions of select comparable projects completed within the last five years by AEC are included in Appendix A.

The following is a listing of the jurisdictions, with contact information, that AEC has conducted NHMP/AHMP work for in Illinois:

Jurisdiction(s)	Plan Type	Point of Contact
Adams County NHMP	• Plan Update (underway)	- John Simon, Director Adams County EMA (217) 277-2005 jsimon@adamscountyil.gov
Brown County NHMP	• Original Plan (underway)	- Curt Hannig, Coordinator Brown County EMA (217) 773-2113 ema@browncoil.org
Calhoun County NHMP	• Plan Update 2020	- Gene Breden, Coordinator (Retired) Calhoun County ESDA (618) 535-3413 gbreden@frontiernet.net
Carroll County NHMP	• Original Plan 2013 • Plan Update 2020	- Jim Klinefelter, Coordinator Carroll County EMA (815) 761-6202 jklinefelter@carroll-county.net

Jurisdiction(s)	Plan Type	Point of Contact
		- Greg Miller, Coordinator (Retired) Carroll County EMA (815) 631-8844 mreg498@gmail.com
Christian County AHMP	• Plan Update 2020	- Mike Crews, Director (Former) Christian County EMA (630) 837-0301 Ext. 2161
Clay County NHMP	• Original Plan 2020	- Steve Lewis, Coordinator Clay County ESDA (618) 662-8211 floraesda@florail.us
Cumberland County AHMP	• Plan Update 2023	- Joseph Vogt, Director Cumberland County EMA (217) 663-3879 jvogt@cumberlandco.org
DeWitt County AHMP	• Original Plan 2017 • Plan Update (underway)	- Micah Gallardo, Coordinator DeWitt County EMA (217) 935-7790 mgallardo@dewittcountyil.gov
Douglas County AHMP	• Original Plan 2010 • Plan Update 2017 • Plan Update (underway)	- Chana Ray, Director Douglas County EMA (217) 253-9538 chana.ray@douglascountyil.gov
Edgar County AHMP	• Plan Update 2022	- Jill Taylor, Coordinator Edgar County ESDA (217) 466-3180 jtaylor@edgarcountyillinois.gov
Effingham County AHMP	• Original Plan 2020	- Pam Jacobs, Emergency Manager Effingham County EMA (217) 540-1669 ema@co.effingham.il.us
Fayette County AHMP	• Original Plan 2020	- Kendra Craig, Administrator Fayette County Health Department (618) 283-1044 kcraig@fayettehealthdept.org
Greene County NHMP	• Original Plan 2011 • Plan Update 2017	- Cale Hoesman, Coordinator Greene County ESDA (217) 942-6901 hoesman1@gmail.com
Hamilton County NHMP	• Original Plan 2020	- John Nathan Taylor, Director Hamilton County EMA (618) 643-3744 hcema@hamiltoncountyil.gov

Jurisdiction(s)	Plan Type	Point of Contact
Jo Daviess County AHMP	<ul style="list-style-type: none"> • Original Plan 2013 • Plan Update 2020 	<ul style="list-style-type: none"> - Mike Simmons , Emergency Manager Jo Daviess County EMA (217) 281-2600 msimmons@jodaviess.org - Charles Pedersen, Emergency Manager (Retired) Jo Daviess County EMA (815) 990-6702
Kankakee County NHMP	<ul style="list-style-type: none"> • Plan Update 2023 	<ul style="list-style-type: none"> - Delbert Skimerhorn, Sr., Director Kankakee County Planning & GIS (815) 937-2940 dskimerhorn@k3county.net
Kendall County AHMP	<ul style="list-style-type: none"> • Plan Update (underway) 	<ul style="list-style-type: none"> - Roger Bonuchi, Director Kendall County EMA (630) 553-4500 rbonuchi@kendallcountyil.gov
Knox County AHMP	<ul style="list-style-type: none"> • Plan Update 2023 	<ul style="list-style-type: none"> - Randy Hovind, Coordinator Knox County EMA (309) 245-3756 rhovind@ci.galesburg.il.us
Lee County AHMP	<ul style="list-style-type: none"> • Original Plan 2013 • Plan Update 2020 	<ul style="list-style-type: none"> - Kevin Lalley, Director Lee County EMA (815) 284-3365 esda@countyoflee.org
Livingston County AHMP	<ul style="list-style-type: none"> • Plan Update 2020 	<ul style="list-style-type: none"> - Jesse King, Administrator Livingston County ESDA (815) 844-7741 jking@livingstoncountyil.gov
Logan County AHMP	<ul style="list-style-type: none"> • Original Plan 2013 • Plan Update 2020 	<ul style="list-style-type: none"> - Kendall Caruthers, Deputy Director Logan County EMA (217) 732-9491 kcaruthers@logancountyil.gov
Macoupin County AHMP	<ul style="list-style-type: none"> • Plan Update 2019 	<ul style="list-style-type: none"> - Susan Lewis, Coordinator Macoupin County EMA (217) 854-3135 Ext. 7 susan.lewis@macoupincountyil.gov
Madison County AHMP	<ul style="list-style-type: none"> • Plan Update 2014 • Plan Update 2020 	<ul style="list-style-type: none"> - Mary Kate Brown, Deputy Director (Former) Madison County EMA (618) 394-2237
Mason County NHMP	<ul style="list-style-type: none"> • Original Plan 2015 • Plan Update 2022 	<ul style="list-style-type: none"> - Richard Crum, Administrative Coordinator Mason county EMA (309) 543-3758 mcema@masoncountyil.gov - Greg Griffin, Director (Retired) Mason County EMA (309) 543-4702

Jurisdiction(s)	Plan Type	Point of Contact
McDonough County AHMP	• Plan Update 2022	- Edgar Rodriguez, Director McDonough County ESDA (309) 298-9000 director@mcesda.com
McLean County AHMP	• Original Plan 2022	- Cathy Beck, Director McLean County EMA (309) 888-5022 cathy.beck@mcleancountyil.gov
Mercer County NHMP	• Plan Update (underway)	- Angie Litterst, Administrator Mercer County Health Department (309) 582-3759 angie.litterst@mchdept.gov
Montgomery County NHMP	• Original Plan 2010 • Plan Update 2016 • Plan Update (underway)	- Kevin Schott, Director Montgomery County EMA (217) 532-9560 ema@montgomerycountyil.gov - Joseph Gasparich, Deputy Director Montgomery County EMA (217) 825-7955 jg7278@gmail.com
Morgan & Scott Counties NHMP	• Original Plans 2014 • Plan Updates 2020	- Phil McCarty, Director Jacksonville/Morgan County OEM (217) 479-4616 pcmarty@jacksonvilleil.gov
Ogle County AHMP	• Original Plan 2010 • Plan Update 2019	- Tom Richter, Coordinator Ogle County EMA (815) 562-1001 trichter@oglecounty.org
Piatt County AHMP	• Plan Update 2023	- Aaron Leynes, Director Piatt County EMA (217) 762-9482 a.leynes@piatt.gov - Rob Bross, Director (Former) Piatt County EMA (217) 762-7727 rbross@monticellopolice.net
Pike County AHMP	• Plan Update (underway)	- Joshua Martin, Director Pike County EMA (217) 617-5268 martin.ema@pikcecountyil.org
Schuyler County AHMP	• Plan Update 2019	- Mike Hardy, Coordinator Schuyler County ESDA (309) 221-5340 mhardy@schuylercounty.org

Jurisdiction(s)	Plan Type	Point of Contact
Tazewell & Woodford Counties NHMP	<ul style="list-style-type: none"> • Plan Update 2019 • Plan Update (underway) 	<ul style="list-style-type: none"> - Michael Bruner/Reema Abi-Akar, Senior Planners Tri-County Regional Planning Commission (309) 673-9330 mbruner@tricityrplc.org rabiakar@tricityrplc.org - Dawn Cook, Director Tazewell County EMA (309) 925-2271 dcook@tazewell.com - Kent McCanless, Director Woodford County EMA (309) 923-6611 kmccanless@woodford-county.org
Vermilion County	<ul style="list-style-type: none"> • Plan Update (underway) 	<ul style="list-style-type: none"> - Russell Rudd, Director Vermilion County EMA (217) 443-6012 russell.rudd@vercounty.org
Watseka, City of	<ul style="list-style-type: none"> • Original Plan 2020 	<ul style="list-style-type: none"> - John Allhands, Mayor City of Watseka (815) 432-2711 mayor@watsekacity.org
Warren County NHMP	<ul style="list-style-type: none"> • Original Plan 2023 	<ul style="list-style-type: none"> - Casey Rexroat, Coordinator Warren County ESDA (309) 734-7934 casey.rexroat@monmouthfiredepartment.com
Whiteside County AHMP	<ul style="list-style-type: none"> • Original Plan 2015 • Plan Update 2022 	<ul style="list-style-type: none"> - John Booker, Sheriff Whiteside County (815) 772-5218 jbooker@whiteside.org

4. Firm's Ability to Provide Services and Fulfill Project Contract

AEC has the staff and financial stability to provide the services outlined in the RFP and fulfill the project contract. AEC has work scheduled for at least the next five years and additional contracts for ongoing work that will presumably extend beyond this time. ***AEC has met every deadline on all NHMP/AHMP projects.***

AEC's focus is assisting local government in understanding and navigating emergency management planning requirements through prompt and accurate service. Virtually all of our staff working on NHMPs/AHMPs came from government backgrounds and are familiar with public sector needs at the local, state, and federal levels. This experience helps us to be responsive to the needs of elected officials, and to respond to questions from the public and news media.

5. Description of Individuals on the Project Team

The following personnel, all working out of our Springfield Office, would be assigned to this project. Andrea Bostwick-Campbell will be the team leader on this project. *She has worked in this capacity on previous Natural and All Hazard Mitigation Plan projects.* Resumes for the project team are included in Appendix B.

Andrea Bostwick-Campbell – Project Manager & Risk Assessor

Ms. Bostwick-Campbell has more than 20 years of environmental experience specializing in emergency management and transportation planning for state, county, and municipal governments. She serves as a risk assessment specialist and technical writer providing analysis of natural and man-made hazards data and managing the research and development of emergency management plans and environmental documents. Ms. Bostwick-Campbell will be responsible for every aspect of the planning process, including overseeing the risk assessment and handling communication with the client. She has 22 years of experience at JDQ/AEC.

Kenny Runkle, DPA – Public Involvement & Environmental Health Specialist

Dr. Runkle has more than 30 years of environmental experience as a human health risk assessor, risk communications specialist, and environmental toxicologist. He has worked closely with municipal, county, and state officials throughout Illinois interpreting data and conducting public outreach efforts related to waste remediation and site clean-ups. His work experience includes more than 20 years of environmental evaluation and management in state agencies and coordination with USEPA, USDOT, ATSDR and their state counterparts. He will be responsible for public involvement and coordination activities and will assist with the development of the risk assessment, vulnerability analyses, and mitigation strategies.

Greg Michaud – Government Coordination & Quality Control

Mr. Michaud has more than 40 years of environmental experience specializing in serving all levels of government. He has helped municipalities and counties throughout Illinois with emergency management planning, environmental, and transportation matters. His project work with state and federal agencies, including FEMA, USEPA, USDOT, and their state counterparts has helped resolve a variety of complex and difficult problems. Mr. Michaud will provide governmental and public involvement expertise as well as quality control. He has 23 years of experience at JDQ/AEC.

Callie Smith – Environmental Analyst and GIS Specialist

Ms. Smith recently joined AEC after obtaining dual master's degrees in environmental science and public affairs. She has considerable experience in mapping and GIS analysis. She will be responsible for GIS mapping and analysis and will assist in the development of the risk assessment/vulnerability analyses and provide public involvement activities.

Kenneth Miller, PE, PG – Engineering Assistance & Quality Control

Mr. Miller has more than 30 years of diversified experience as an environmental professional serving as a project and design engineer, project manager and consulting engineer. He will provide engineering and hydrology expertise as well as any technical guidance needed for specific mitigation projects. He has 23 years of experience with AEC.

■ SCOPE OF WORK

It is our understanding that Ford County (the County) is seeking an experienced consultant to develop their Multi-Jurisdictional Natural Hazards Mitigation Plan (NHMP). The selected consultant will work under the Ford County Emergency Management Agency with the goal of developing an NHMP that will receive approval by the Illinois Emergency Management Agency (IEMA) and the Federal Emergency Management Agency (FEMA).

To achieve this goal, AEC proposes the following:

- ❖ **Facilitate four Mitigation Planning Committee Meetings and one Public Forum** including preparation of news releases, meeting minutes, and meeting materials.
- ❖ Gather natural hazard information on severe weather events for Ford County covering 60+ years **from multiple databases and sources**.
- ❖ Conduct the Risk Assessment and Vulnerability Analysis **using real data, not computer modeling**. While this can be more time consuming, it provides a higher degree of accuracy specific to each participating municipality.
- ❖ Draft and edit narrative for each section of the Plan to fulfill IEMA/FEMA requirements.
- ❖ Lead all public involvement activities, which include preparing meeting handouts and fact sheets and conducting interactions with Committee members before and after meetings.
- ❖ Assist participants with the development of their lists of jurisdiction-specific hazard mitigation projects and activities.

Tasks

Task 1 – Organize Committee

AEC will assemble a County Mitigation Planning Committee (the Committee) by inviting municipal and county officials as well as representatives from the agricultural community, business and industry, education, emergency services, healthcare, non-profit and community-based organizations (American Red Cross, LEPC, etc.), and utilities. Committee members will be responsible for providing input during the planning process as well as conveying information to those they represent.

Representatives identified during the Committee creation will be invited to attend the first Committee meeting. Both verbal and written correspondence will be used to extend invitations. The first committee meeting will provide an orientation to the Committee members of the Plan development process. A series of four Committee meetings and a Public Forum will be held throughout the planning process.

Municipalities and townships often find it difficult to attend all of the Committee meetings. It is crucial to explain, prior to the first meeting, that FEMA allows “tag-teaming.” This means that if unforeseen conflicts arise, participating jurisdictions can designate substitutes to fulfill attendance requirements.

Task 2 – Public Involvement

Public involvement is a core value that AEC will apply to encourage public input and support. Early and ongoing public involvement activities will be conducted to provide multiple opportunities for the public to provide input. Encouraging collaboration between various government offices and affected and interested segments of the public is one of the goals of this Plan. AEC's public involvement specialists have extensive experience in conducting local and statewide planning processes in Illinois. The public involvement strategy will **fulfill FEMA public involvement requirements** and be based on the following goals and activities:

Initiating and maintaining a dialogue with the public

Activities: Posting announcements/displays at municipal, township, and county offices as well as on County and municipal websites and social media, if feasible.

Prepare and issue **news releases** announcing the purpose of NHMP Committee meetings to develop the Plan.

Distribute a **fact sheet** describing the benefits of an NHMP and how residents can participate in the planning process and a citizen questionnaire to gather facts and gauge public perception about the natural hazards that impact the County. Copies will be provided to Committee members, selected agencies, and organizations in the County, as well as participating municipalities and townships.

Prepare **adjacent county** notification, which provides these counties the opportunity to have input.

Providing multiple opportunities during the planning process for interested persons and organizations to provide input

Activities: Ensuring that all Committee meetings will be open to the public and facilitating these meetings in a manner that encourages participation.

Place displays at locations where residents can provide comments.

Hold a **public forum** and two-week public comment period where the draft Plan is available for public discussion and comment.

Developing local support for hazard mitigation projects

Activities: Initiate conference calls and one-on-one discussions to identify mitigation projects sought for this Plan.

Issue materials describing hazard mitigation projects that includes examples of acceptable projects.

Support and cultivate local dialogue initiated by Committee members with their local constituents. This will include the announcement of information gathering opportunities (surveys) and the sharing of fact sheets.

Conduct Committee meeting(s) on mitigation projects using facilitation skills honed by experience developing and updating these Plans throughout Illinois.

Interact with elected officials and others not on the Committee to answer their questions and concerns.

Document involvement by participating jurisdictions on a daily basis. This is crucial to meet the in-kind service for the grant as well as meeting FEMA requirements.

Task 3 – Capability Assessment/Coordination

Identifying the existing capabilities of each participating jurisdiction is a task required by IEMA and FEMA that must be sufficiently documented to obtain Plan approval by both agencies. Each participating jurisdiction has a unique set of capabilities and resources available to accomplish hazard mitigation and reduce long-term vulnerabilities to hazard events. The Capability Assessment helps determine the ability of the participating jurisdictions to implement the Mitigation Strategy and to identify potential opportunities for establishing or enhancing specific mitigation policies, programs, or projects. Obtaining and evaluating comprehensive plans, existing building codes, land-use maps, zoning ordinances, Flood Insurance Rate Maps, and other relevant documents are considered part of this assessment.

AEC staff have developed Capability Assessment Worksheets to take the guess work out of identifying the core capabilities for each jurisdiction type. The Worksheets help each jurisdiction identify their capabilities in four primary categories: planning and regulatory, administrative and technical, financial, and education and outreach.

In addition, coordination with State, county, and local agencies and organizations, including the Illinois Department of Natural Resources, the Illinois Department of Transportation, and IEMA among others, will be undertaken to determine current and planned activities that may impact hazard mitigation within the County and participating jurisdictions.

Task 4 – Risk Assessment, Vulnerability Analysis, & GIS Services

The risk assessment evaluates the vulnerability of assets in order to estimate the potential loss of life, personal injury, economic injury, and property damage resulting from natural hazards. Assets are determined by each participant and can include people; structures (i.e., critical facilities, lifelines, and infrastructure); systems (i.e., networks such as electrical and communications, etc.); and natural, historic, and cultural resources). The Plan's risk assessment must identify the natural hazards deemed most important to the County and include a profile of each that identifies past occurrences, the severity or extent of the hazard, the likelihood of future occurrences. It also provides a vulnerability analysis which identifies the impacts to public health and property, evaluates the assets of the participating jurisdictions and estimates the potential impacts each natural hazard would have on the health and safety of the residents as well as buildings, critical facilities, and infrastructure. Where applicable, GIS maps will be used to illustrate the differences in vulnerability by hazard across the County.

AEC's staff is trained and has extensive experience with natural hazards throughout Illinois. Their risk assessment experience includes work for every level of government in the public sector in addition to private sector organizations.

Task 4a – Risk Assessment & Vulnerability Analyses

Subtask 1: Evaluate Hazards & Develop Hazard Profiles

AEC's specialists will gather information from local, state, and federal records to identify the natural hazards that have impacted Ford County since 1950. Information from sources listed below as well as from community files, existing plans and reports, and technical experts will be evaluated along with input from the Committee and the public to identify the applicable hazards affecting the County.

- ❖ NOAA's Storm Events Database
- ❖ NWS COOP weather observer records
- ❖ NOAA's Storm Data Publications
- ❖ National Flood Insurance Program
- ❖ USDA National Agriculture Statistics Service
- ❖ NWS Weather Forecast Office
- ❖ National Drought Mitigation Center
- ❖ USACE National Inventory of Dams
- ❖ IEM's NWS Watch, Warning, & Advisories Search
- ❖ Midwestern Regional Climate Center
- ❖ USGS Landslide Inventory
- ❖ NASA Global Landslide Catalog
- ❖ CEUS-SSC Earthquake Catalog
- ❖ USGS Earthquake Catalog
- ❖ Local Newspapers

We frequently find and correct discrepancies. While this is time consuming, correct information helps the participants make decisions about risk and what mitigation projects and activities are truly needed.

A **hazard events questionnaire** will be distributed to the Committee members at the first meeting to solicit storm damage information not included in these other sources. The Committee will also have the opportunity to determine which hazards need to be included in the Plan.

Once the list of applicable hazards has been reviewed and new information gathered, AEC will develop hazard event profiles for each hazard. This information will be summarized in narrative form, tables, and maps. It will describe the location and extent of past natural hazard occurrences. As the magnitude and severity of each natural hazard impacting the County is determined, the probabilities of future occurrences will be calculated as required by FEMA.

The vulnerability analysis of each hazard will then be developed. A vulnerability analysis identifies the impacts to public health and property, evaluates the assets of the participating jurisdictions (i.e., residential buildings, critical facilities, and infrastructure), and estimates the potential impacts each natural hazard would have on the health and safety of the residents as well as buildings, critical facilities, and infrastructure.

A discussion of future conditions also will be included that looks at data from previous weather occurrences and takes into account trends in the data that have emerged over time to project with some degree of accuracy what the weather may look like in the future. Best case and worst case scenarios will be provided and while neither may be terribly likely, they will provide

a better understanding of the range of potential outcomes and an idea of what the most probable outcomes might look like.

Subtask 2: Inventory Assets & Identify Vulnerable Structures

Each participant will be asked to develop a listing of critical facilities within their jurisdiction. These lists will then be used to conduct an inventory of vulnerable resources.

Current and anticipated land-use and population projections will be used to evaluate building and infrastructure vulnerability. The types and numbers of existing and planned buildings (including repetitive-loss structures), infrastructure, and other critical facilities will be identified for all participating jurisdictions.

AEC's staff will work with each participant to help them identify their most vulnerable assets as well as a list of key issues or problem statements that clearly describes each jurisdiction's greatest vulnerabilities to natural hazards.

Subtask 3: Estimate Potential Dollar Losses

Estimates of future potential losses to structures will be developed for each jurisdiction as well as the County. Damage estimates will be based on the ***latest property assessment figures*** from the Ford County Supervisor of Assessments.

The dollar damage estimates produced through this type of vulnerability analysis have been accepted by municipal, township and county participants in every county where it has been conducted. The feedback we have received can be summed up with these comments received by two county officials:

“The results provide clear damage estimates based on solid information... the tornado event upon which this estimate is based will happen again and provides us with a realistic dollar estimate... and I would not be surprised if the actual damages are higher.”

“Our County Board can use this information to decide what steps should be taken to better protect our residents.”

Task 4b – GIS Services

Aerial photography and available floodplain maps will be used during this task. GIS maps will be developed to aid visual analysis by showing:

- ❖ tornado occurrences and pathways;
- ❖ floodplains, rivers, and streams;
- ❖ dam locations;
- ❖ any special district boundaries; and
- ❖ other features as decided by the Committee/

Building counts in the floodplain will also be conducted as a part of this task.

Task 5 – Mitigation Strategy & Goals Development

- ❖ The mitigation strategy identifies how participating jurisdictions are going to reduce the potential loss of life and property damage that results from the natural hazards identified in the risk assessment. The strategy includes:
- ❖ Developing mitigation goals.
- ❖ Identifying a comprehensive range of jurisdiction-specific mitigation actions (projects and activities).
- ❖ Analyzing new mitigation actions identified for each jurisdiction.
- ❖ Developing a mitigation actions prioritization methodology.
- ❖ Identifying the entity responsible for implementing and administering mitigation actions.
- ❖ Conducting a preliminary cost/benefit analysis for each mitigation action.

Subtask 1: Develop Mitigation Goals

Mitigation goals describe the objective(s) or desired outcome(s) that the participants would like to accomplish in terms of hazard and loss prevention. These goals are intended to reduce the long-term vulnerabilities to natural hazards. AEC staff have conducted numerous exercises to develop mitigation goals and objectives.

The results of the risk assessment will be used to develop the list of mitigation goals included in the Plan. AEC will ensure the list of mitigation goals and objectives prepared by the Committee are tailored to the long-term needs of Ford County.

Subtask 2: Identify Mitigation Actions

Participants will have the opportunity to identify mitigation actions for the Plan. The mitigation projects and activities identified by the participating jurisdictions will be clearly linked to long-term mitigation goals that are based on the risk assessment findings. Jurisdiction-specific mitigation projects will be developed for each participant.

Our experience has been that many participants need assistance developing their list of mitigation projects. AEC will **contact each Committee member** to help them with any additional questions that arise so that everyone has a base list of mitigation projects. **Each representative will be able to review project lists for each participating jurisdiction.** We have found that this practice sometimes stimulates members to say, "I really did not consider this project from another community, but it or a variation of it makes sense for our community." The mitigation projects and activities identified by the participating jurisdictions should be clearly linked to long-term mitigation goals that are based on the risk assessment findings.

AEC has developed an array of handouts of **potential mitigation projects** for distribution, each specific to each jurisdiction type, to begin the process of thinking about specific projects. These handouts include projects that most frequently occur in other counties, townships, municipalities, and special districts (schools, hospitals, fire protection districts, etc.) and serve as a starting point from which projects can be selected. We will **supplement these handouts**

with one-on-one conversations with participants. This kind of special assistance helps participating jurisdictions identify a full range of mitigation actions tailored to their jurisdiction's risk, vulnerabilities, and priorities.

Subtask 3: Develop a Mitigation Strategy

After each participant identifies a list of mitigation actions, the mitigation strategy will be developed. Each mitigation action identified will be assigned to one of four broad mitigation action categories for comparison and consolidation of similar actions. The mitigation action categories include Education and Public Involvement, Local Plans and Regulations, Natural System Protection, and Structure and Infrastructure Projects. Additional analysis of the actions will be undertaken to determine:

- the hazard or hazards being mitigated;
- if the action will mitigate risk to one or more Community Lifelines (those fundamental services that enable the continuous operation of critical government and business functions essential to human health, safety, and/or economic security);
- the general size of the population affected (i.e., small, medium, or large);
- the goal or goals fulfilled;
- whether the action would reduce the effects on new or existing buildings and infrastructure; and
- whether the action would ensure continued compliance with the National Flood Insurance Program.

As part of the planning process the method used to prioritize each mitigation action will need to be identified. While this can consume a lot of time, ***AEC staff have developed "prioritization methodologies" for other counties and have the expertise to guide the Committee through this task without "turning off participants".***

While prioritizing the actions is useful and provides participants with additional information, it is important to keep in mind that implementing all the mitigation actions is desirable regardless of which prioritization category an action falls under.

The final step in developing the mitigation strategy is identifying how the mitigation actions will be implemented and administered. The implementation strategy includes:

- Identifying the party or parties responsible for oversight and administration.
- Determining what funding source(s) are available or will be pursued. ***We monitor non-FEMA grants that we have helped other local governments access when FEMA funding is not available and have prepared summaries of these funding options, which we distribute to the Committee members.***
- Describing the time frame for completion.
- Conducting a preliminary cost/benefit analysis.

FEMA requires a preliminary qualitative cost/benefit analysis be conducted on each mitigation action. AEC will analyze the costs and benefits in terms of the general overall cost to complete an action. This analysis provides participants a starting point to compare which actions are likely to provide the greatest benefit based on the financial cost and staffing effort needed.

After assembling all of the information outlined above, AEC will create **Action Tables** for each participating jurisdiction that summarizes the results of the mitigation strategy. It will be the responsibility of each participating jurisdiction to incorporate, where applicable, the mitigation strategy and other information contained in the Plan into their individual planning mechanisms (i.e., comprehensive/land-use plans, etc.) following the identification of their existing capabilities.

Task 6 – Draft Plan and Distribute for Comment

The draft Plan will be prepared by AEC for review by the Committee, the County, appropriate agencies, and the public for comment. The document will include descriptions of the participating jurisdictions, demographics, land use and development trends, plan participants, public involvement activities, participation opportunities for interested parties, existing planning documents, risk assessment by hazard, mitigation strategy, plan maintenance requirements, incorporation of mitigation strategies into existing planning mechanisms, adoption, and references. Portions of the Plan, such as the risk assessment and mitigation strategy, will be presented at Committee meetings throughout the planning process.

Per FEMA requirements, the Committee will conduct a public forum to obtain comments on the draft Plan. This forum will be conducted in an open-house style in contrast to conventional public meetings. The open-house style allows people to come and go at their convenience rather than sit through formal presentations before being allowed to comment. A two-week public comment period following the public forum will allow those who were unable to attend an opportunity to review the Plan and ask questions or comment. Materials will also be prepared for posting electronically, if desired, that will provide residents the convenience of submitting questions and comments online.

Comments solicited at this forum and during the formal public comment period will be used to make any needed revisions to the draft Plan before it is submitted to IEMA/FEMA. AEC will provide the County and participating jurisdictions with an electronic copy of the Plan from which print copies can be made unless otherwise requested.

Task 7 – Finalize Plan & Plan Adoption

Any comments received from IEMA/FEMA will be addressed and the Plan revised as needed to secure an Approval Pending Adoption (APA) letter from FEMA. Once the APA letter is secured, Ford County and all of the participating jurisdictions will have the opportunity to pass resolutions formally adopting the Plan. Copies of each resolution proclaiming a jurisdiction's adoption of the Plan will be attached to the final version of the Plan and provided electronically to each participant.

■ COST ESTIMATE

The cost to develop the Ford County NHMP would be funded through a FEMA planning grant. AEC anticipates that any local match required will be met through local participation and in-kind services. *AEC's staff has extensive experience achieving the local match through local participation and in-kind services thus precluding the need for any local funds to meet the local match requirement.* AEC estimates the cost of its services (the federal share) will not exceed \$46,898.95. The following provides a breakdown by task of the proposed budget. None of our previous NHMP cost estimates have ever resulted in a request for additional funding.

Task	Budget
Task 1: Organize Committee	\$2,210.00
Task 2: Public Involvement	\$8,870.00
Task 3: Capability Assessment/Coordination	\$1,900.00
Task 4a: Risk Assessment & Vulnerability Analyses	\$9,900.00
Task 4b: GIS Services	\$1,600.00
Task 5: Mitigation Strategy & Goal Development	\$8,515.00
Task 6: Draft Plan	\$8,600.00
Task 7: Finalize Plan & Plan Adoption	\$3,940.00
Travel & Direct Expenses	\$1,363.95
Total:	\$46,898.95

An associated feature with all of our proposals involves payment processing and quarterly report preparation. Monthly invoices received by the County must be submitted to the IEMA State Hazard Mitigation Officer who, after review, submits the invoice to the State Comptroller for payment directly to the County. IEMA/FEMA requires that a Request For Payment Form and, when applicable, Cost Share Documentation of in-kind services accompany each invoice. AEC would prepare both of these documents for the County each time an invoice is submitted. The Cost Share Documentation details the date, person involved (municipal, county, other), their title, and description of the in-kind service on that date. By AEC preparing these documents, county staff save time for other tasks.

■ SCHEDULE

The schedule that follows provides a visual representation and outlines the time required to accomplish the previously described tasks.

Time frames for milestone events, such as Planning Committee meetings, are estimates that are subject to change based on the Committee's availability. Planting season, harvest, and local events can, and have, changed the estimated dates for these meetings.

Schedule

The schedule below outlines the time required to complete the Tasks identified in the Scope of Work. This schedule shows a time frame that allows for sufficient local participation to fulfill any match requirement. Time frames for milestone events are estimates that are subject to change based on the Committee's availability.

Ford County Multi-Jurisdictional Natural Hazards Mitigation Plan Work Schedule

TASK	MONTH																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
GRANT AWARD/SIGNED IGA																		
Task 1. Organize Committee	█	█																
Task 2. Public Involvement			▲	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Task 3. Capability Assessments/Coordination																		
Task 4a. Risk Assessment & Vulnerability Analysis																		
Identify Hazards & Profile Hazard Events		█	█	█	█	█												
Inventory Assets & Identify Vulnerable Structures		█	█	█	█	█	█											
Estimate Potential Dollar Losses																		
Task 4b. GIS Services (Develop Maps)																		
Task 5. Mitigation Strategy & Goal Development																		
Develop Goals			█	█	█	█	█											
Identify Mitigation Actions				█	█	█	█	█	█	█								
Develop Mitigation Strategy				█	█	█	█	█	█	█	█							
Task 6. Draft Plan																		
Draft Plan			█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
IEMA/FEMA Review																		
Task 7. Finalize Plan & Plan Adoption																		
Address IEMA/FEMA Comments/Finalize Plan																		
Plan Adoption																		◆

- ▲ Planning Committee Meeting/Public Meeting
- Draft Plan
- ◆ Final Adopted Plan
- ◻ Public Hearing/Meeting
- Revised Plan

**REFERENCES**

McLean County

Ms. Cathy Beck

McLean County EMA Director

104 W. Front St., Room B10

Bloomington, IL 61701

Phone: (217) 888-5020

Email: cathy.beck@mcleancountyil.gov

Vermilion County

Mr. Russell Rudd

Vermilion County EMA Director

201 N. Vermilion St., Lower Level

Danville, IL 61832

Telephone: (217) 443-6012

Email: russell.rudd@vercounty.org

Kankakee County

Mr. Delbert Skimerhorn, Sr., AICP, GISP, CFM

Kankakee County Planning & GIS Director

189 E. Court St., Room 201

Kankakee, IL 60901

Telephone: (815) 937-2940

Email: dskimerhorn@k3county.net

APPENDIX A

MCLEAN COUNTY MULTI-JURISDICTIONAL ALL HAZARDS MITIGATION PLAN

Client:	McLean County EMA
Firm / Key Team Members:	AEC / Andrea Bostwick-Campbell, Kenny Runkle, & Greg Michaud
Plan Date:	May 2022 – Original Plan

Since 1968, McLean County has been a part of seven federally-declared disasters and experienced at least \$56.8 million in recorded property damages and \$74.7 million in recorded crop damages within the County. Between 2011 and 2020 McLean County experienced:

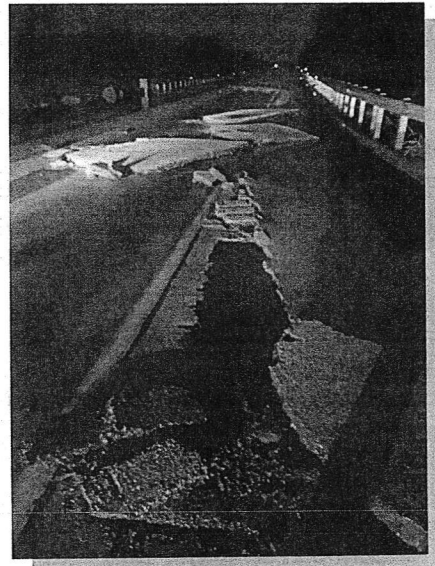
- ❖ 63 heavy rain events (1.50 inches or greater)
- ❖ 55 thunderstorms with damaging winds
- ❖ 34 flood/flash flood events
- ❖ 24 severe winter storms (snow and ice)
- ❖ 22 hail events (one inch or greater)
- ❖ 15 excessive heat events
- ❖ 11 tornadoes
- ❖ 7 extreme cold events
- ❖ 3 droughts
- ❖ 3 verified lightning strike events and
- ❖ 1 verified mine subsidence event.

Recognizing the benefits that could be gained from preparing an all hazard mitigation plan, McLean County employed Andrea Bostwick-Campbell of AEC to guide the participating jurisdictions through the hazard mitigation planning process. Through the planning process participating jurisdictions were able to the identify vulnerabilities posed by natural and man-made hazards to life and property and develop jurisdiction-specific mitigation actions to lessen and sometimes even eliminate the effects of a hazard. The results of the planning process were documented in the McLean County Multi-Jurisdictional All Hazards Mitigation Plan.

Planning Process Results

The public involvement strategy implemented during the planning process created a dialogue among participants and interested residents that resulted in many benefits a few of which are outlined below.

- ❖ More than 160 mitigation projects and activities were identified for the 25 participating jurisdictions. None of these mitigation actions had been identified in any other planning process.
- ❖ Verifiable hazard event information was obtained from participants, which helped to present a clearer assessment of the extent and magnitude of the natural hazards impacting the County. Information included details about hail, lightning strikes, mine subsidence, and severe winter storms not available from state and federal databases.



- ❖ A total of 174 citizen questionnaires were completed by residents and returned to the Planning Committee as part of their effort to gather facts and gauge public perceptions about natural hazards in McLean County. These surveys provided useful information to decision makers on how best to disseminate information about natural hazards to residents.

Participation

The McLean County Multi-Jurisdictional All Hazards Mitigation Plan was developed through the McLean County Multi-Jurisdictional All Hazards Mitigation Planning Committee. The Planning Committee was comprised of representatives from 34 entities including:

McLean County

- ❖ Administrator's Office
- ❖ Coroner's Office
- ❖ EMA
- ❖ Health Department
- ❖ Highway Department
- ❖ Sheriff's Office

Municipalities

- ❖ Arrowsmith
- ❖ Bellflower
- ❖ Bloomington
- ❖ Chenoa
- ❖ Colfax
- ❖ Cooksville
- ❖ Downs
- ❖ Ellsworth
- ❖ Hudson
- ❖ Le Roy
- ❖ McLean

- ❖ Normal
- ❖ Towanda

Special Entities

- ❖ American Red Cross
- ❖ Bellflower Fire Protection District
- ❖ Bloomington Public SD #87
- ❖ Bloomington Township Fire Protection District
- ❖ Bloomington-Normal Water Reclamation District
- ❖ Carle BroMenn Medical Center
- ❖ Danvers Fire Department
- ❖ Ellsworth Fire Protection District
- ❖ Heartland Community College

- ❖ Illinois State University
- ❖ Lexington Community Fire Protection District
- ❖ McLean County Farm Bureau
- ❖ McLean County Unit District #5
- ❖ MABAS Division 41
- ❖ METCOM 911
- ❖ Mt. Hope-Funks Grove Fire Protection District
- ❖ Nicor Gas
- ❖ OSF St. Joseph Medical Center
- ❖ Randolph Township Fire Protection District
- ❖ Regional Office of Education #17

Hazards Assessed

The Planning Committee chose to include the following natural and man-made hazards in the risk assessment portion of the Plan:

- ❖ severe storms (thunderstorms, hail, lightning, & heavy rain)
- ❖ severe winter storms (snow & ice)
- ❖ tornadoes
- ❖ floods (riverine & flash)
- ❖ excessive heat
- ❖ extreme cold
- ❖ drought
- ❖ mine subsidence
- ❖ earthquakes
- ❖ dam failures
- ❖ man-made hazards including:
 - hazardous substances
 - waste disposal
 - hazardous materials incidents
 - waste remediation
 - nuclear incidents
 - terrorism

MASON COUNTY MULTI-JURISDICTIONAL NATURAL HAZARDS MITIGATION PLAN

Client:	Mason County EMA
Firm / Key Team Members:	AEC / Andrea Bostwick-Campbell, Kenny Runkle, & Greg Michaud
Plan Date:	May 2022 – 1 st Plan Update

Since 1968, Mason County has been a part of 14 federally-declared disasters and experienced at least \$14.8 million in recorded property damages and \$81.7 million in recorded crop damages within the County. Between 2012 and 2021 Mason County experienced:

- ❖ 57 heavy rain events (1.50 inches or greater)
- ❖ 38 thunderstorms with damaging winds
- ❖ 35 riverine/flash flood events
- ❖ 24 excessive heat events
- ❖ 23 extreme cold events
- ❖ 14 severe winter storms (snow and ice)
- ❖ 5 tornadoes
- ❖ 2 hail events (one inch or greater)
- ❖ 2 droughts and
- ❖ 1 verified lightning strike event.

As with the original 2015 Plan, Mason County chose to employ Andrea Bostwick-Campbell of AEC to guide the participating jurisdictions through the hazard mitigation update planning process. Through the plan update process participating jurisdictions were able to identify vulnerabilities posed by natural hazards to life and property and develop and/or update their jurisdiction-specific mitigation actions tables to identify projects and activities to lessen the effects of natural hazards. The results of the planning process were documented in the 2022 Mason County Multi-Jurisdictional Natural Hazards Mitigation Plan.



Planning Process Results

The public involvement strategy implemented during the planning process created a dialogue among participants and interested residents that resulted in many benefits a few of which are outlined below.

- ❖ More than 110 potential mitigation actions were identified for the 14 participating jurisdictions, with more than 40 new mitigation actions identified at the local level that had not been previously identified in any other planning process.
- ❖ Verifiable hazard event and damage information was obtained from participants, which helped to present a clearer assessment of the extent and magnitude of the natural hazards impacting the County. Information included details about thunderstorms with damaging winds, lightning, floods, severe winter storms, tornadoes, and drought not available in state and federal databases.

Participation

The Mason County Multi-Jurisdictional Natural Hazards Mitigation Plan was updated through the Mason County Multi-Jurisdictional Natural Hazards Mitigation Planning Committee. The Planning Committee was comprised of representatives from 15 entities including:

Mason County

- ❖ Assessor's Office
- ❖ Board
- ❖ Clerk
- ❖ EMA
- ❖ Health Department
- ❖ Highway Department
- ❖ Sheriff's Office
- ❖ Supervisor of Assessments
- ❖ Zoning Office

Municipalities

- ❖ Bath
- ❖ Easton
- ❖ Havana
- ❖ Kilbourne
- ❖ Manito
- ❖ Mason City
- ❖ San Jose

Special Entities

- ❖ Havana CUSD #126
- ❖ Forman Fire Protection District
- ❖ Havana Rural Fire Protection District
- ❖ Kilbourne Fire Department
- ❖ Mason City Fire Protection District
- ❖ Mason District Hospital
- ❖ Midwest Central CUSD #191

Hazards Assessed

The Planning Committee reviewed the natural hazards included in the original 2015 Plan and chose not to add any additional hazards to the plan update. The hazards profiled in the risk assessment portion of the plan update included:

- ❖ severe storms (thunderstorms, hail, lightning, & heavy rain)
 - ❖ floods (riverine, flash, & groundwater)
 - ❖ severe winter storms (snow & ice)
 - ❖ excessive heat
 - ❖ extreme cold
 - ❖ tornadoes
 - ❖ drought
 - ❖ earthquakes
 - ❖ landslides
 - ❖ levee failures
 - ❖ dam failures
-

**MORGAN COUNTY MULTI-JURISDICTIONAL NATURAL HAZARDS MITIGATION PLAN
SCOTT COUNTY MULTI-JURISDICTIONAL NATURAL HAZARDS MITIGATION PLAN**

Client:	Jacksonville/Morgan County OEM
Firm / Key Team Members:	AEC / Andrea Bostwick-Campbell, Kenny Runkle, & Greg Michaud
Morgan County Plan Date:	May 2020 – 1 st Plan Update
Scott County Plan Date:	May 2020 – 1 st Plan Update

Since 1973, Morgan County has been a part of 11 federally-declared disasters and experienced at least \$162.9 million in recorded property damages and at least \$55.7 million in crop damages within the County. Scott County has been a part of 12 federally-declared disasters since 1973 and experienced at least \$2 million in recorded property damages and at least \$21.9 million in crop damages within the County.

Recognizing the benefits that could be gained from updating their natural hazard mitigation plan, Morgan County once again chose to employ Andrea Bostwick-Campbell of AEC to guide the participating jurisdictions through the hazard mitigation planning process. Given their limited resources, Morgan County invited Scott County and its municipalities to participate in the mitigation planning process, making this a multi-county planning effort. Throughout the planning process special care was taken identify and document the unique vulnerabilities posed by natural hazards in each county and to develop jurisdiction-specific mitigation actions to address these vulnerabilities. The results of the planning process were documented in two separate plans, the 2020 Morgan County Multi-Jurisdictional Natural Hazards Mitigation Plan and the 2020 Scott County Multi-Jurisdictional Natural Hazards Mitigation Plan.



Planning Process Results

The public involvement strategy implemented during the planning process created a dialogue among participants and interested residents that resulted in many benefits a few of which are outlined below.

- ❖ More than 160 potential mitigation projects were identified for Morgan County and its seven participating jurisdictions while Scott County and its four participating jurisdictions identified more than 50 potential mitigation actions.
 - ❖ Verifiable hazard event and damage information was obtained from participants, which helped to present a clearer assessment of the extent and magnitude of the natural hazards impacting both counties. Information included damage estimates for thunderstorms with damaging winds, hail, lightning, severe winter storms, tornadoes, and floods not available in state and federal databases.
-

- ❖ Planning Committee members were able to identify more than \$100,000 in unreported damages to critical facilities from thunderstorms with damaging winds, lightning and severe winter storms in Morgan County and more than \$135,000 in unreported damages to critical facilities from hail, severe winter storms and floods in Scott County.

Participation

The Mitigation Plans were updated through the Morgan & Scott Counties Multi-Jurisdictional Natural Hazards Mitigation Planning Committee. The Planning Committee was comprised of representatives from 16 entities including:

Morgan County

- ❖ Board
- ❖ Clerk
- ❖ GIS
- ❖ Health Department
- ❖ Highway Department
- ❖ OEM
- ❖ Regional Planning Commission

Morgan Co. Municipalities

- ❖ Chapin
- ❖ Franklin
- ❖ Jacksonville
- ❖ Meredosia
- ❖ Murrayville
- ❖ South Jacksonville
- ❖ Woodson

Special Entities

- ❖ Cass-Morgan Farm Bureau
- ❖ Jacksonville Area Chamber of Commerce
- ❖ Pike-Scott Farm Bureau

Scott County

- ❖ 911
- ❖ EMA
- ❖ Highway Department

Scott Co. Municipalities

- ❖ Bluffs
- ❖ Glasgow
- ❖ Manchester
- ❖ Winchester

Hazards Assessed

The Planning Committee reviewed the natural hazards included in the original Plans and chose to include mine subsidence in the plan updates. The hazards profiled in the risk assessment portion of each plan included:

- | | |
|--|-------------------|
| ❖ severe storms (thunderstorms, hail, lightning, & heavy rain) | ❖ drought |
| ❖ severe winter storms (snow, ice, & extreme cold) | ❖ earthquakes |
| ❖ floods (riverine/flash) | ❖ levee failures |
| ❖ tornadoes | ❖ dam failures |
| ❖ excessive heat | ❖ mine subsidence |

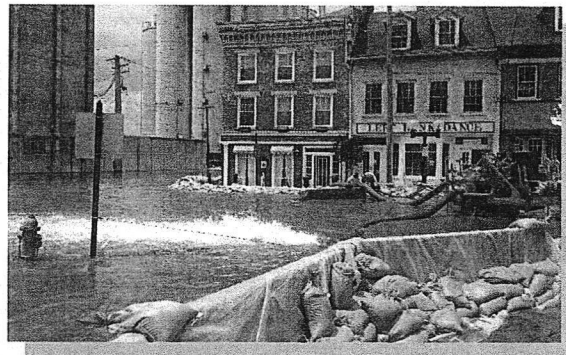
MADISON COUNTY MULTI-JURISDICTIONAL ALL HAZARDS MITIGATION PLAN

Client:	Madison County EMA
Firm / Key Team Members:	AEC / Andrea Bostwick-Campbell, Kenny Runkle, & Greg Michaud
Plan Date:	May 2020 – 2 nd Plan Update

Since 1969, Madison County has been a part of 12 federally-declared disasters and experienced at least \$123.2 million in recorded property damages. Between 2010 and 2019 Madison County experienced:

- ❖ 96 heavy rain events (1.50 inches or greater)
- ❖ 76 thunderstorms with damaging winds
- ❖ 62 hail events (one inch or greater)
- ❖ 33 excessive heat events
- ❖ 20 severe winter storms (snow, ice & extreme cold)
- ❖ 14 riverine/flash flood events
- ❖ 8 tornadoes
- ❖ 8 verified lightning strikes
- ❖ 5 landslides
- ❖ 2 droughts
- ❖ 2 levee failures and
- ❖ 1 earthquake originating in the County.

As with the 2013 Plan Update, the County chose to employ Andrea Bostwick-Campbell of AEC to guide the participating jurisdictions through the hazard mitigation update plan process. Through the plan update process participating jurisdictions were able to identify specific vulnerabilities posed by natural and man-made hazards to life and property and update and/or develop their jurisdiction-specific mitigation actions tables to identify projects and activities to lessen the effects of natural and man-made hazards. The results of the plan update process were documented in the 2020 Madison County Multi-Jurisdictional All Hazards Mitigation Plan.



Planning Process Results

The public involvement strategy implemented during the plan update process created a dialogue among participants that resulted in many benefits a few of which are outlined below.

- ❖ More than 260 potential mitigation actions were identified for the 23 participating jurisdictions.
 - ❖ Verifiable hazard event and damage information was obtained from participants which helped to present a clearer assessment of the extent and magnitude of the natural hazards impacting the County. Information included details about thunderstorms with damaging winds, hail, lightning, floods, severe winter storms, and tornadoes not available in state and federal databases.
-

- ❖ Planning Committee members were able to identify more than \$1.9 million in unreported damages to critical facilities from thunderstorms with damaging winds, hail, lightning, severe winter storms and floods.



Participation

The Madison County Multi-Jurisdictional All Hazards Mitigation Plan was updated through the Madison County Multi-Jurisdictional All Hazards Mitigation Planning Committee. ***Five new municipalities took part in the plan update process that had never developed a hazard mitigation plan.*** The Planning Committee was comprised of representatives from 27 entities including:

Madison County

- ❖ Assessment Office
- ❖ EMA
- ❖ GIS
- ❖ Health Department
- ❖ Planning & Development

Municipalities

- ❖ Alhambra*
- ❖ Alton
- ❖ Bethalto
- ❖ Collinsville
- ❖ East Alton
- ❖ Edwardsville
- ❖ Glen Carbon
- ❖ Godfrey
- ❖ Granite City
- ❖ Grantfork
- ❖ Hamel
- ❖ Highland
- ❖ Livingston*
- ❖ Madison*
- ❖ Marine
- ❖ Maryville
- ❖ Pontoon Beach
- ❖ Troy
- ❖ Venice*
- ❖ Wood River
- ❖ Worden*

Special Entities

- ❖ America's Central Port
- ❖ Metro East Sanitary District
- ❖ Wood River Drainage & Levee District
- ❖ Phillips 66 Wood River Refinery
- ❖ Roxana CUSD #1

* denotes municipalities new to the hazard mitigation plan

Hazards Assessed

The Planning Committee reviewed the natural and man-made hazards included in the 2014 Plan update and chose to include landslides and mine subsidence in the most recent plan update. The hazards profiled in the risk assessment portion of the plan update included:

- ❖ severe storms (thunderstorms, hail, lightning, & heavy rain)
- ❖ severe winter storms (snow, ice, & extreme cold)
- ❖ floods
- ❖ excessive heat
- ❖ tornadoes
- ❖ drought
- ❖ earthquakes
- ❖ landslides
- ❖ mine subsidence
- ❖ levee failures
- ❖ dam failures
- ❖ man-made hazards including:
 - hazardous substances
 - waste disposal
 - hazardous materials incidents
 - waste remediation
 - terrorism

APPENDIX B



ANDREA J. BOSTWICK-CAMPBELL
Emergency Management Services Manager

PROFESSIONAL SUMMARY

Ms. Bostwick-Campbell has over 20 years of environmental experience specializing in assisting government entities at all levels. She has helped municipalities and counties throughout Illinois with emergency management planning and transportation matters. She serves as emergency management services manager and risk assessment specialist for American Environmental, providing analysis of natural hazard data; hazardous substance transportation data; and managing the research and development of emergency management plans and environmental documents.

FIELDS OF EXPERTISE

Her specialties include:

- ❖ Risk Assessment and Communication
- ❖ Natural and Man-Made Hazard Evaluation
- ❖ Critical Facility Vulnerability Analysis
- ❖ Technical Writing
- ❖ Government Coordination
- ❖ Public Involvement
- ❖ Hazardous Materials Transportation Evaluation
- ❖ Transportation Planning

EDUCATION

Master of Science, Environmental Science,
University of Illinois Springfield - 2003

Graduate Certificate in Environmental Risk
Assessment, University of Illinois Springfield - 2001

Bachelor of Arts, Environmental Science,
Monmouth College - 1999

SELECTED PROJECT EXPERIENCE

- Developed Natural and All Hazards Mitigation Plans and Plan updates for approximately 40 counties throughout Illinois. Tasks included grant preparation; research and writing of the plans; evaluation and assessment of the hazard data; development of mitigation projects for participating jurisdictions and facilitation of planning committee meetings. Developed unique methodology for analyzing the vulnerability of existing structures to tornadoes and floods.
- Developed Commodity Flow Studies for 20 counties throughout northern and central Illinois. Tasks included grant preparation; research and writing of the studies; evaluation of the hazardous substances transported by highway, rail, pipeline and barge; and development of vulnerability analysis of procedure to determine the relative susceptibility of critical facilities to incidents involving the transportation of hazardous substances.
- Developed Hazardous Materials Response Plans for various Local Emergency Planning Committees in northern Illinois. Tasks included the research and writing of the plans including the identification of 1) extremely hazardous substances (EHSs) at fixed facilities via Tier II Reports; 2) transportation routes likely used to transport EHSs; and 3) determining areas likely affected by the occurrence of a release from both stationary and mobile sources.
- Served as principal writer for the Environmental Assessment/FONSI, De Minimis Section 4(f) Evaluation of Pyramid State Park, Section 106/Section 4(f) Historic Bridge Report, Agriculture Study and Pinckneyville Citizens Advisory Council Report for the 23-mile long proposed upgrade of Illinois 13/127 from two to four lanes between Murphysboro and Pinckneyville. In addition, provided public involvement services, including facilitation of the Historic Resources Interest Group.
- Assisted in conducting a community impacts assessment as part of a conflict assessment for a 19-mile long upgrade of US 30 from two to four lanes between North Bend and Fremont, Nebraska. Assisted in the design, implementation, and facilitation of the mediation processes, which included the use of a Citizens Advisory Panel to resolve the disputes. Principal writer of the individual interest group reports and the citizens advisory panel report.

- Served as principal writer for the Environmental Assessment/FONSI and both Phase I and Phase II Citizens Advisory Council Reports for a 10.5-mile long four-lane northern bypass of Somerset, Kentucky. In addition, provided public involvement services including the creation and production of three public audio/visual presentations and facilitation of the Agriculture Work Group.
- Conducted Phase I Environmental Site Assessments for clients in Illinois and Kentucky. Tasks included site inspections; records research; identified real and potential recognized environmental conditions; and report preparation. When applicable completed the Environmental Assessment Determinations and Compliance Findings for HUD-Assisted Project.
- Assisted in the development of a user-friendly document summary for the Wauconda Superfund Community Advisory Group. The Group received a Technical Assistance Grant through USEPA to help interpret technical documents prepared for the Wauconda Sand & Gravel Superfund Site.
- Assisted in the research and preparation of a study to identify specific lead management practices for the World Shooting Complex in Sparta, Illinois.
- Assisted in the development and continued operation of an odor management system for the Village of Lemont. In its 18th year of operation, the OAN is a voluntary, grass-roots organization that has pioneered a unique approach to handling nuisance odor complaints. It has grown to encompass three municipalities and its membership includes local government entities, industries, businesses, and residents. Tasks include research and preparation of the annual report, analysis of complaint calls, and coordination with OAN coordinators regarding ongoing odor complaints.

PROFESSIONAL TECHNICAL EXPERIENCE

Emergency Management Services Manager – American Environmental Corporation, 2019 to Present.

Senior Project Manager – American Environmental Corporation, 2016 to 2019.

Environmental Specialist – Johnson, Depp & Quisenberry, 2012 to 2016.

Environmental Analyst – Johnson, Depp & Quisenberry, 2001 to 2012.

Graduate Public Service Intern – Office of Small Business, Illinois Environmental Protection Agency, 1999 to 2001.

SELECTED ADDITIONAL TRAINING

- American Environmental (2023): 8-hour Hazwoper Refresher Training.
- IEMA-FEMA (2019): G-218: Local Mitigation Planning Workshop
- IEMA (2018): Chemical Facility Anti-Terrorism Standards Program
- IEMA (2018): Disaster Planning for Individuals with Access and Functional Needs.
- IEMA (2017): Pipeline Emergency: A Low-Probability, High-Consequence Event.
- IEMA (2017): Integrating Public Health and Emergency Management.
- FHWA-NHI (2010): Highway Traffic Noise (Course #142051).
- IDOT (2007): Context Sensitive Solutions Approach Class.
- FHWA-NHI (2004): Public Involvement in the Transportation Decision-Making Process (Course #142036).
- University of Illinois (2003): 40-hour General Site Worker Hazwoper Training.



KENNY D. RUNKLE, DPA, REHS, DAAS
Public Involvement & Environmental Health Specialist

PROFESSIONAL SUMMARY

Dr. Runkle has more than 30 years of experience in the environmental field as a human health risk assessor, environmental toxicologist, national environmental protection act professional, risk communication specialist, and policy expert. He serves as the environmental compliance and regulatory activities manager in the Illinois Regional Office for American Environmental.

He has worked in environmental evaluation and management in state agencies for more than 20 years, has taught environmental and health studies at the college and graduate level, and conducted technical training for thousands of environmental professionals.

FIELDS OF EXPERTISE

His specialties include:

- ❖ Environmental Risk Assessment
- ❖ Environmental Toxicology
- ❖ Risk Communication
- ❖ Natural and Man-Made Hazard Evaluation
- ❖ Technical Writing
- ❖ Government Coordination
- ❖ Public Involvement
- ❖ Hazardous Materials Evaluation (especially mercury and pesticides)
- ❖ Air Quality, Noise, NEPA
- ❖ Technical Training/Teaching
- ❖ Transportation Planning

EDUCATION

Doctor of Public Administration, Environmental Health, University of Illinois Springfield

Master of Science, Env. Physical Science and Education, University of Illinois Springfield

Graduate Certificate in Environmental Risk Assessment, University of Illinois Springfield

Bachelor of Science, Chemistry and Biology, MacMurray College

QUALIFICATIONS AND EXPERIENCE

American Environmental Corporation

Assist businesses in complying with Illinois EPA, federal and local regulations. Assist with the development of Natural and All Hazards Mitigation Plans and Plan updates for counties throughout Illinois. Conduct technical training for environmental professionals.

State of Illinois

Conducted risk assessment activities for Superfund and other hazardous waste sites and spills. Conducted public outreach (fact sheets, interpretation letters, public meetings, etc.) explaining evaluation results. Organized and led training of environmental professionals. Conducted soil, sediment, air, surface water, and groundwater investigations. Managed ATSDR and USEPA Cooperative Agreements.

Assisted in conducting ambient air and traffic noise investigations and modelling for transportation projects. Reviewed NEPA documents including environmental impact statements, environmental assessments, and categorical exclusions. Interpreted legislation and prepared policy white papers for department leadership. Coordinated and assisted in organizing professional conferences. Managed research grants.

TRAINING & CERTIFICATIONS

- Licensed Environmental Health Practitioner
- Registered Environmental Health Specialist
- Diplomate, American Academy Sanitarians
- Pre-qualified for transportation noise (IDOT)
- ATSDR Environmental Health Assessor and Designated Reviewer
- 40-hour HAZWOPER with annual refresher



GREG R. MICHAUD
Risk Assessment & Public Involvement Specialist

PROFESSIONAL SUMMARY

Mr. Michaud has over 40 years of environmental experience specializing in serving all levels of government. He has helped counties and municipalities throughout Illinois with emergency management planning, environmental, and transportation matters. His project work with state and federal agencies, including FEMA, USEPA, USDOT and their state counterparts has helped resolve a variety of complex and difficult problems. Regional and national acclaim has resulted from his work inside government and as a consultant.

FIELDS OF EXPERTISE

Within emergency management planning, his specialties include:

- Grant Writing
- Risk Assessment & Communication
- Natural & Man-Made Hazard Evaluation
- Mitigation Project Development
- Chemical Transport & Impact
- Intergovernmental Coordination
- Drinking Water Problems
- Roadway Improvements
- Health Impacts

EDUCATION

Master of Arts, Administration & Environmental Science, University of Illinois Springfield - 1978

Bachelor of Arts, Administration, Emphasis: Natural Resource Planning & Regulation, Western Illinois University - 1976

PROFESSIONAL AFFILIATIONS & REGISTRATIONS

- American Council of Engineering Companies of Illinois, Environmental Committee Member
- National Association of Environmental Professionals

- U.S. Institute of Environmental Conflict Resolution, Certified Environmental Mediator
- American Society of Public Administration, Past President, Central Illinois Chapter

SELECTED PROJECT EXPERIENCE

Developed Natural Hazard Mitigation Plans

Prepared grant applications, organized planning committees, facilitated planning meetings, conducted risk assessments, calculated vulnerability to natural hazards for each participating jurisdiction, handled intergovernmental coordination with municipal, state and federal agencies, and drafted news releases, meeting minutes, and Plan narrative for over 25 counties.

Assisted Municipalities with Developing Mitigation Projects

This assistance resulted in the award of federal grant money to implement drinking water, drainage/flooding, and roadway improvement projects.

Conducted Commodity Flow Studies

Identified the types and quantities of chemicals and other hazardous substances being generated and transported through counties by highway, rail, pipeline and barge. Developed a Vulnerability Analysis Procedure to determine the relative vulnerability to community resources (including schools, infrastructure, health care facilities, and government services) so that the County Emergency Management Coordinator, Emergency Responders, and others could make decisions to better protect human health and the environment.

Developed Hazardous Substances Response Plans

Reviewed Tier II Reports, HazMat Incident Reports, and federal and state EPA files to draft Hazardous Substances Response Plans

TRAINING (PARTIAL LIST)

- 8-hr Hazwoper Refresher Training, 2016
- Critical Infrastructure Key Resources (CIKR) Awareness, Texas Engineering Extension Service, November, 2014
- Safe Delivery-Transportation of Crude Oil, Union Pacific Railroad, September, 2014
- Mitigation and Flood Insurance, IEMA, September, 2013
- Social Media in Emergency Management and Disaster Response, IEMA, September 2013
- Multihazard Emergency Planning for Schools, Texas Engineering Extension Service, January, 2011
- Earthquake Mitigation, Missouri Emergency Management Agency, 2006
- Community Impact Assessment, FHWA, 2006
- Context Sensitive Solutions in Transportation Planning, IDOT, 2006
- Ecological Risk Assessment, USEPA, 1997
- Assessment & Remediation of Petroleum Hydrocarbons, USEPA, 1997
- 40-hour General Site Worker Hazwoper Training

PRESENTATIONS (PARTIAL LIST)

- Commodity Flow Studies: What is travelling through our community? Illinois Emergency Management Conference, September 3, 2014
- How Emergency Management Professionals Use Risk Assessment To Protect Public Health & Infrastructure, University of Illinois-Springfield, April, 2013
- How to Conduct Effective Risk Assessments, Illinois Emergency Management Agency, October, 2002

- Working With Various Government Organizations and the Public to Solve Hazardous Waste Problems, Environmental Remediation In Illinois Conference sponsored by the Institute of Business Law, California State University, Chicago, Illinois—March, 1995
- Building Partnerships to Resolve Water Contamination Problems—How to work with local, state and federal governments to achieve results, The Contaminated Sediment Workshop, Montreal, Canada--September, 1993

PROFESSIONAL TECHNICAL EXPERIENCE

American Environmental Corporation, Risk Assessment & Public Involvement Specialist, Springfield, IL (2019 to Present)

American Environmental Corporation, Emergency Services Manager, Springfield, IL (2016 to 2019)

Johnson, Depp & Quisenberry LLC (Engineering & Environmental Consultants), Environmental Services Manager, Springfield, IL (2000 to 2016)

Illinois Environmental Protection Agency, Senior Manager, Springfield, IL (1978-2000)

University of Illinois-Springfield, Adjunct Professor, Department of Environmental Studies & Department of Public Health, (1998-Present)



CALLIE SMITH
Environmental Analysis & GIS Specialist

PROFESSIONAL SUMMARY

Callie Smith is an environmental analyst for American Environmental, where she collects and analyzes data on natural hazards and the projected impacts of future conditions on people and the environment. Using ArcGIS, she creates maps that display natural hazard data spatially. These maps are used to assess risk and to plan ahead to mitigate future hazards.

EDUCATION

Master of Science in Environmental Science & Master of Public Affairs with a Concentration in Ecology & Conservation, O'Neill School of Public and Environmental Affairs, Indiana University at Bloomington – 2021

Bachelor of Arts, Environmental Studies & Biology Double Major, Knox College – 2015

SELECTED PROJECT EXPERIENCE

- Assists in organizing and reorganizing hazard mitigation planning committees and facilitates intergovernmental coordination with municipal and special district officials.
- Assists in developing natural and all-hazard mitigation plans and plan updates by collecting and assessing risk data from federal databases, evaluating this data, and providing administrative support at hazard mitigation planning meetings.
- Creates GIS Maps for Hazard Mitigation Planning Projects, including: special district boundary maps, census tract maps, mine subsidence maps, levee maps, dam maps, flood maps, and tornado maps.
- Uses GIS flood maps to identify, categorize, and count structures located within 100-year, 500-year, and levee-protected floodplains.
- Assesses future conditions of natural and manmade hazards within counties and summarizes these projections for inclusion in hazard mitigation plans.

PROFESSIONAL TECHNICAL EXPERIENCE

Environmental Analyst— American Environmental Corporation, 2022 to present.

Graduate Teaching Assistant— Indiana University at Bloomington, 2019 to 2022

Sustainability Internship— Bunn-O-Matic, Springfield IL, 2016 to 2017

Post-baccalaureate Fellowship— Knox College, Galesburg IL, 201 to 2016



KENNETH M. MILLER, P.E., P.G.
Engineering Assistance / Quality Control

PROFESSIONAL SUMMARY

Mr. Miller serves as the Illinois Regional manager for American Environmental. He has specialized in land pollution control regulations primarily involving the Resource Conservation and Recovery Act (RCRA), Superfund, Illinois Site Remediation, and Leaking Underground Storage Tank (LUST) programs. He has served in the capacity of client advocate in meetings and other contacts with state and federal environmental protection regulators.

For over thirty years he has served as a project and design engineer, project manager and consulting engineer. He is responsible for client consultation, proposal preparation, project design, technical guidance, scheduling and report preparation. He has successfully satisfied state and federal environmental requirements while utilizing risk based knowledge to help clients avoid legal liabilities at minimal cost.

EDUCATION

Bachelor of Science, Geological Engineering,
University of Missouri, Rolla - 1985

QUALIFICATIONS AND EXPERIENCE

***American Environmental Corporation,
2000 – Present***

Evaluated sites with organic chemicals using the Illinois Tier 1 through Tier 3 Risk Based Corrective Action (Illinois TACO regulations). Assisted numerous businesses comply with Illinois EPA regulations as well as successfully helping clients complete Consent Decrees. Prepared Spill Control Plans for businesses with above ground storage tanks. Managed numerous LUST projects in Illinois and Indiana involving site classification, investigation, and remedial action activities including design, implementation, operation and maintenance for bioremediation and multi-phase extraction.

***Illinois Environmental Protection Agency,
Division of Land Pollution Control, 1985-1990***

Managed Superfund sites. Prepared work plans for Remedial Investigations and Feasibility Studies. Conducted soil and groundwater investigations. Managed Superfund Cooperative Agreements with USEPA through their Region V office in Chicago, Illinois.

Goodwin & Broms, Inc., 1990 – 1999

Assisted businesses with RCRA compliance matters, Environmental Site Assessments, the Illinois EPA Site Remediation Program, and LUST investigations and remediation. Designed and conducted numerous subsurface investigations where Volatile Organic Chemicals were used at a variety of business and industrial locations. Managed asbestos inspections of more than 100 buildings.

**TECHNICAL TRAINING AND
CERTIFICATIONS**

- Licensed Professional Engineer, Illinois (1991), Indiana (1994), and Missouri (2009)
- Licensed Professional Geologist, Illinois (1997)
- Risk Based Corrective Action Training
- Corrective Action for Containing and Controlling Groundwater Contamination
- Industrial Wastewater Treatment Works Operator
- National Groundwater Association

EXHIBIT B

**LEASE AND CONTRACT EXTENSION AGREEMENT
TO LEASE OF COURTHOUSE BUILDING
AND CONTRACT FORD OPERATION AND MAINTENANCE
DATED October 15, 2015**

The undersigned as parties to that certain lease between them dated October 15, 2015, and subsequently extended, being a one year lease to Ford County commencing November 1, 2015 for the Courthouse Building, and as parties to that certain Contract for Operation and Maintenance dated October 15, 2015, and subsequently extended do each hereby agree to extend said lease and contract terms for thirteen additional months beginning November 1, 2023 at an annual rent and payment of \$202,600.00 by each of them.

Further, said lease and contract shall be awarded hereby to include the Ford County Jail and the Ford County Public Health Dept. All of the other terms of the lease and the contract shall remain in full force and effect and the Ford County agrees to take such action as is required of it under the lease as is necessary to levy the necessary taxes to pay the rent of \$202,600.00.

This Extension Agreement is dated this 9th day of October, 2023.

PUBLIC BUILDING COMMISSION OF FORD COUNTY, ILLINOIS

By: _____

Thomas McQuinn
Chairman of Public Building Commission

By: _____

Debbie Smith
Chairman of Ford County Board

ATTEST: _____

Amy Frederick
Ford County Clerk & Recorder

RESOLUTION 23 -

WHEREAS, the Ford County Public Building Commission was duly formed on June 20, 1990 for the purpose of selecting, locating and designating those sites to be acquired for the erection, alteration or improvement of buildings and facilities used to furnish essential governmental services; and

WHEREAS, the Public Building Commission Act allows for the governing body of any municipal corporation to enter into a lease with a Public Building Commission for the use of said building or facility; and

WHEREAS, The Public Building Commission Act allows for the governing body of any municipal corporation to levy and collect a direct annual tax sufficient to pay the annual rent payable under such lease; and

WHEREAS, Ford County has previously levied \$238,916.67 for the 2022-2023 budget year for the rent payable under the lease between Ford County and the Ford County Public Building Commission for the use of the Ford County Courthouse and Ford County Sheriff's Office in furnishing essential governmental services; and

WHEREAS, Ford County and the Ford County Public Building Commission will enter into a new lease for the 2023-2024 budget year for the use of the Ford County Courthouse, Ford County Sheriff's Office and Ford County Public Health Building in furnishing essential governmental services.

NOW THEREFORE BE IT RESOLVED, that the levy and collection of a direct annual for the rent payable under the 2023-2024 lease shall be \$202,600.00 for the 2023-2024 budget year.

Dated: October 9, 2023

Debbie Smith
Ford County Board Chairman

Attest: _____
Amy Frederick
Ford County Clerk & Recorder

RESOLUTION 23 -

**RESOLUTION REAPPOINTING TRUSTEE OF
PAXTON FIRE PROTECTION DIST.
FORD COUNTY, ILLINOIS**

Pursuant to the written Petition of Carl Hudson, Jr. for the appointment of Brian Funk as a Trustees of the Paxton Fire Protection District Board of Ford County, Illinois and according to 65 ILCS 5/10-2.1-4.

Brian Funk are hereby appointed as Trustees of Paxton Fire Protection District until April 30, 2025, the last day of the current term until the next Consolidated Election.

Dated: October 9, 2023

Debbie Smith
Ford County Chairman of the Board

Attest: Amy Frederick
Ford County Clerk & Recorder

**FORD COUNTY BOARD SPECIFICALLY
FINANCE COMMITTEE MEETING
WEDNESDAY, SEPTEMBER 13, 2023**

The Finance Committee met on Wednesday, September 13, 2023, at 4:00 P.M. in the Small Courtroom in the Courthouse. Roll Call showed the following in attendance: Mrs. Smith, Mr. Aubry, Mr. Ferguson, Mrs. C. Ihrke and Mr. May. Also in attendance was Treasurer Whitcomb, EMA Whitebird and Circuit Clerk Johnson Anderson.

Mrs. C. Ihrke made the motion to approve the Agenda. Mr. Aubry seconded it. Voice Vote – Carried

The committee continued to review the proposed FY 2024 Budget.

Circuit Clerk Johnson Anderson asked to update the committee on her pending lawsuit? The committee stated they were only working on the budget. Ms. Johnson Anderson then asked to speak to the committee about a raise, stating it wasn't fair that she was not going to receive a raise like the rest of the Elected Officials. The committee tried explaining that there are numerous reasons for her salary being frozen. Ms. Johnson Anderson refused to accept the explanations and continued to interrupt the meeting. The disruptions continued; therefore, Mr. Ferguson left the meeting at 4:54 P.M. Shortly after Mr. Ferguson left the meeting, Treasurer Whitcomb left the meeting also due to the continued interruptions from Ms. Johnson Anderson. Once Ms. Johnson Anderson left, the committee's discussion resumed. The committee had questions for Treasurer Whitcomb that couldn't be answered because she had left the meeting due to the interruptions.

Chairman Smith stated the proposed FY 2024 budget will be included in the next monthly Finance Committee meeting in October for further review.

Mr. Aubry moved to adjourn; Mrs. C. Ihrke seconded it.
Meeting adjourned at 5:32 P.M.

Voice Vote – Carried

Respectfully Submitted,

Debbie Smith
Ford County Board Chairman/Finance Committee Chairman

**FORD COUNTY PUBLIC BUILDING COMMISSION
WEDNESDAY, SEPTEMBER 20, 2023**

The Ford County Public Building Commission met in the Small Courtroom of the Courthouse in Paxton on Wednesday, September 20, 2023. The meeting was called to order by Chairman Tom McQuinn at 9:00 A.M.

The roll call showed the following members in attendance: Chairman Tom McQuinn, Ron Shapland and Tom Townsend. Also in attendance was County Board Chairman Debbie Smith, Sheriff Johnson, Treasurer Whitcomb and Clerk & Recorder Frederick. Mr. Bleich and Mr. Bruens were not in attendance.

Mr. Shapland moved to approve the Agenda. Mr. Townsend seconded the motion to accept the Agenda. Voice Vote – Carried

Mr. Townsend made an amendment to the July 17, 2023 minutes by replacing Mr. Bruens seconded the motion from Mr. Bruens accepting to pay the claim from Carpet Advantage to Mr. Townsend second the motion and then to approve the July 17, 2023 Minutes. Mr. Shapland seconded it. Voice Vote – Carried

The committee briefly discussed the Treasurer’s report. Mr. Shapland made the motion to accept the Treasurer’s report as presented. Mr. Townsend seconded it. Roll Call – Unanimous

The committee reviewed 2 claims. After discussion, Mr. Shapland made the motion to pay a claim from SERVPRO for \$3,724.36. Mr. Townsend seconded it. Roll Call – Unanimous

Mr. Townsend made the motion to pay a claim from Carpet Advantage, Co. for \$6,395.25. Mr. Shapland seconded it. Roll call - Unanimous

The committee reviewed the Lease Extension Maintenance Agreement with the Ford County for FY 2024. Ford County Board Chairman Debbie Smith stated the Finance Committee would like to ask for \$274,876.00 as reimbursement for FY 2022 in the Agreement for FY 2024.

After discussion, Mr. Townsend made the motion to accept the reimbursement amount of \$202,600.00 in the Maintenance Agreement for FY 2024. Mr. Shapland seconded it. Roll Call – Unanimous

Mr. Shapland made the motion to also reimburse \$17,754.56 for 2022 unlevied expenses and \$133,937.50 for the last PBC Bond for the FY 2024 Levy. Mr. Townsend seconded it. Roll Call – Unanimous

The breakdown of the amount to be levied for FY 2023 is as follows:

PBC Bonds	\$133,937.50 (final payment)
Ford Co. Maintenance	\$202,600.00
<u>2022 Unlevied Expenses</u>	<u>\$ 17,754.56</u>
TOTAL LEVY	\$354,292.06

Supervisor of Assessments Pam Bruens submitted 3 different proposals for new office furniture. After review, Mr. Townsend made the motion to accept the proposal from Stocks not to exceed \$5,701.44. Mr. Shapland seconded it. Roll Call – Unanimous

The committee had several businesses look at the work needed to be completed in the Clerk & Recorder's basement, only one proposal came through. Mr. Shapland made the motion to accept the proposal from Rick Adkins Masonry not to exceed \$19,900.00. Mr. Townsend seconded it. Roll Call – Unanimous

Mr. McQuinn stated the work is scheduled to begin on November 13, 2023 to December 22, 2023. Clerk & Recorder Frederick thanked the committee but expressed concern for the late dates for the work to be done with the upcoming March 19, 2024 GP. Mr. McQuinn stated he would speak with Mr. Adkins to see if the dates could be moved up.

The committee also briefly discussed possibly getting a storage container to store some office furniture in until it can be sold.

Treasurer Whitcomb stated it doesn't look like there is any reason why the Public Building Commission needs to hold an audit on their own. After discussion, the committee agreed to get an opinion from Ford County State's Attorney Killian.

Mr. Townsend made a motion to adjourn. Mr. Shapland seconded it. Voice Vote – Carried Meeting adjourned at 9:59 A.M.

Respectfully Submitted,

Amy Frederick
Ford County Clerk & Recorder