

# **UPCOMING MEETINGS**

## for the **FORD COUNTY BOARD**

### **Tuesday, November 12, 2024**

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

### **Wednesday, November 13, 2024**

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

### **Thursday, November 14, 2024**

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

### **Monday, November 18, 2024** ***(third Monday this month due to the election)***

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



### **Notes:**

- Courthouse will be CLOSED on Monday, November 11, 2024 for Veteran's Day
- Courthouse will be CLOSED on Thursday, November 28, 2024 for Thanksgiving and Friday, November 29, 2024 for the 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, 2024** 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-23	3,986.00	1,445.00	2,221.00	5,330.00	430.00	13,412.00	3,734.00	388.00	3,813.00	20.00	2,592.00	596.00	11,197.11
Jan-24	3,214.00	1,258.00	345.50	3,482.00	258.00	8,557.50	2,756.00	270.00	3,100.00	10.00	2,142.00	288.00	3,118.85
Feb-24	3,901.00	1,818.00	540.00	3,943.25	1,290.00	11,492.25	5,938.00	456.00	3,752.00	15.00	2,646.00	620.00	40,092.54
Mar-24	5,264.00	2,081.00	3,025.52	1,270.50	2,064.00	13,705.02	4,897.00	510.00	5,059.00	45.00	3,564.00	616.00	42,160.71
Apr-24	4,872.00	2,093.00	1,715.01	3,756.00	1,548.00	13,984.01	5,720.00	542.00	4,675.00	60.00	3,204.00	700.00	44,056.69
May-24	5,018.00	1,601.00	851.80	3,890.00	1,634.00	12,994.80	5,163.00	344.00	4,825.00	30.00	3,204.00	288.00	59,068.41
Jun-24	6,821.00	1,136.00	845.25	2,128.75	1,032.00	11,963.00	7,319.00	262.00	6,559.00	40.00	4,554.00	260.00	49,144.83
Jul-24	4,966.00	2,001.00	528.00	2,205.00	516.00	10,216.00	6,848.00	470.00	4,775.00	40.00	3,060.00	528.00	26,945.78
Aug-24	4,723.00	1,919.00	1,333.94	2,151.50	430.00	10,557.44	6,368.00	436.00	4,475.00	60.00	2,970.00	392.00	9,746.34
Sep-24	4,162.00	1,930.00	928.00	931.75	430.00	8,381.75	3,791.00	464.00	3,993.00	60.00	2,376.00	568.00	16,468.46
Oct-24						0.00							
Nov-24						0.00							
<b>MID-YEAR</b>	<b>26,255.00</b>	<b>10,296.00</b>	<b>8,698.83</b>	<b>21,671.75</b>	<b>7,224.00</b>	<b>74,145.58</b>	<b>28,208.00</b>	<b>2,510.00</b>	<b>25,224.00</b>	<b>180.00</b>	<b>17,352.00</b>	<b>3,108.00</b>	<b>199,694.31</b>
<b>TOTAL</b>	<b>46,927.00</b>	<b>17,282.00</b>	<b>12,334.02</b>	<b>29,088.75</b>	<b>9,632.00</b>	<b>115,263.77</b>	<b>52,534.00</b>	<b>4,142.00</b>	<b>45,026.00</b>	<b>380.00</b>	<b>30,312.00</b>	<b>4,856.00</b>	<b>301,999.72</b>

72.04% = Percent of estimated revenue generated for year to date.

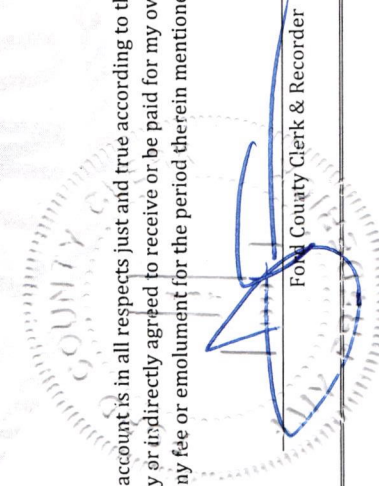
Total Estimated Revenue = \$160,000.00      Actual Office Revenue = \$115,263.77

Dedicated Funds = \$ 56,676.00  
 Supervisor of Assessments = \$ 45,026.00  
 State & Tax Buyers = \$337,547.72  
**Total Receipts = \$554,513.49**

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 2nd day of October 2024.



Ford County Clerk & Recorder

MONTH END REPORT  
September 2024

TOTAL DEATH INVESTIGATIONS	13
TOTAL RESIDENT DEATHS	
TOTAL NON-RESIDENT DEATHS	
PAST INQUIRIES OR <u>INQUESTS PENDING</u>	0
1) NATURAL DEATH INVESTIGATIONS	13
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	1
TOXICOLOGY	1
EXTERNAL EXAMINATIONS	0
HOSPICE CASES.....	0
INQUESTS CONDUCTED	0
CREMATION PERMITS INVESTIGATED & ISSUED	7
NOTIFICATIONS FOR OTHER COUNTIES	0
ORGAN & TISSUE DONATION	0
INVESTIGATIONS RETURNED TO THE MEDICAL PROFESSION	0
CREMATION PERMITS FEES RECEIVED	\$ 700.00
REPORT FEES	.00
MISC. FEES (GRANTS)	.00
<hr/>	
TOTAL REVENUE	\$ 700.00

RESPECTFULLY SUBMITTED,



Brandon Roderick, Ford County Coroner



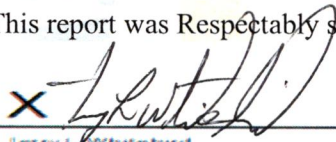


**FORD COUNTY  
OFFICE OF EMERGENCY MANAGEMENT  
200 W. State Street Room B-5  
Paxton, IL 60957  
Phone 217-379-9415**

**Coordinator's Activity Report 01 September 2024 - 30 September 2024**

03-06 Sept. 2024	IEMA-OHS Training Summit (Springfield)
09 Sept. 2024	Ford County Board Meeting (Paxton)
11 Sept. 2024	Ford County EMA Training (Paxton)
12 Sept. 2024	IEMA- OHS Region 7 Meeting (Tuscola)
19 Sept. 2024	ECICOAD Meeting (ILEAS Urbana)
22 Sept. 2024	CCLEPC (ILEAS Urbana)
26 Sept. 2024	PBL Homecoming Parade (Paxton)
30 Sept. 2024	Meeting w/ FCPHD Disaster Preparedness Coordinator (Paxton)

This report was Respectably submitted by:

  
\_\_\_\_\_  
Jennifer L. Whitaker  
FORD COUNTY EMA

Acronyms used in this document

Champaign County Local Emergency Planning Committee  
ECICOAD – East Central Illinois Community Organizations Aiding in Disaster  
EMA- Emergency Management Agency  
FCPHD - Ford County Public Health Department  
IEMA-OHS –Illinois Emergency Management Agency - Office of Homeland Security  
IESMA - Illinois Emergency Services Management Association  
ILEAS- Illinois Law Enforcement Alarm System



Monthly Report to the Ford County Board  
On Activities at the Highway Department  
October, 2024

The Ford County Highway Department completed the following activities during the month of September, 2024.

Engineering Division

- Entered Claims and Allotments to various County and Township funds.
- Assisted Maintenance Division with Pot Hole Patching & Brush Spraying.
- Completed Sibley Oil & Chip Work.
- Worked with Hutchison Engineering on Bridge Inspections.

Maintenance Division

- Performed Maintenance and Repair on County owned equipment.
- Patched Potholes in County Roads.
- Installed “Stop Ahead” Sign Upgrades.

County Engineer

- Assisted Commissioners with Projects in Ford and Iroquois Counties.
- Assisted Iroquois County Highway Department.
- Worked with Drummer Township on Solar Farm Road Use Agreement.
- Worked with Sullivant Township on Windfarm Overweight Load RUA Requirements.
- Worked on Plans for Thawville Road Bridge Replacement and Button Township Bridge Replacement.

## Ford County Highway Committee Minutes

The Ford County Highway Committee met on October 8, 2024 at the Ford County Highway Department in Roberts, Illinois.

Present at this regular scheduled meeting were Chairman Tim Nuss, Ann Ihrke, Chase McCall and Lesley King. 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 September 3, 2024 minutes. Mrs. King moved and Mrs. Ihrke 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.

Old Business:

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's assistance with Iroquois County ended September 13, 2024.

New Business:

Mr. Perkinson discussed the following:

Thawville Road (1900N) will be closed from IL 115 to 1600E starting October 14<sup>th</sup> for bridge replacement.

Township Bridge Program (TBP): The TBP program is now 100% state funded. Currently 80% state, 10% county and 10% township.

Federal bridge inspection requirements: IDOT is going to do county, township and municipal inspections at no cost to the local public agencies (LPA's).

The committee discussed Mr. Perkinson's pending retirement. He has not set a date yet. No applications have been received. At least 2 other counties have openings for County Engineers and have not received applications. Mr. Perkinson will contact the other counties and the IACE to get recommendations on filling the positions.

Next Meeting will be November 5, 2024 at 7:00 a.m.

Resolutions:

None

Having no further items to discuss, Mrs. Ihrke moved to adjourn at 7:50 am. Seconded by Mrs. King. Motion passed.

# FORD COUNTY PROBATION AND COURT SERVICES

## Stats for September 2024

### SEPTEMBER of 2024

#### ADULTS:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Felony Cases	72	Active	92
Misdemeanors	32	Warrants	146
DUI Cases	23	TOTAL	238
Traffic Cases	0		
TOTAL	127		

#### JUVENILES:

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

#### PUBLIC SERVICE:

<u>Adults</u>		<u>Juveniles</u>	
Cases	61	Cases	1
Hours	6485	Hours	75
TOTAL CASES:	62		
TOTAL HOURS:	6560		

#### RESTORATIVE JUSTICE / DIVERSION:

Intakes this month                    1  
 Cases reviewed this month        1  
 Active Conference/Diversion Cases     Restorative Justice / Diversion 4

#### INVESTIGATIONS:

PSI's ordered            3     PSI's completed 3  
 Record Checks completed

#### INTAKES:

Adults:            2            Juveniles: 0

#### ELECTRONIC MONITORING / GPS:

Adults:            3            Juveniles:    0

#### CONTACTS FROM POLICE AND / OR CLIENTS AFTER HOURS:

Police            1            Clients            2

#### HOME / SCHOOL VISITS CONDUCTED DURING THE MONTH:

Home:            6            School            1

#### RESTITUTION / COMMUNITY SERVICE COMPLETED:

Restitution collected this month: \$764.14

Community Service collected:

Adults:            20            Juveniles: 0

### SEPTEMBER 2023 (Same month last year)

#### 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		

#### VIOLATIONS:

Adult:            7     Juveniles: 0



**COMMUNITY MEETINGS ATTENDED THIS MONTH:**

Ford County Board Meeting (outside regl ROSC Meeting  
Ford County Finance Meeting                      CMO Meeting  
SART

**TRAININGS / PRESENTATIONS COMPLETED DURING THIS MONTH:**

**TOTAL NUMBER OF HOURS WORKED OUTSIDE MON. - FRI. 8:30 - 4:30:**                      22

<b><u>OFFICER CASELOAD</u></b>	<b><u>ADULTS</u></b>	<b><u>JUVENILES</u></b>	<b><u>PRE-TRIAL</u></b>
Jennifer Anderson	106	0	
Sarah Uden	16	0	
Ariel Brucker	49	0	
Mallory Lithgow	47	5	
Warrant Status	146	1	

**INTAKES THIS MONTH:**

<b><u>Adult:</u></b>		<b><u>Juvenile:</u></b>	
Felony Cases	1	Probation	0
Misdemeanors	1	Cont'd Supervision	0
DUI Cases	0	Informal	1
Traffic Cases	0	Other	0
<b>TOTAL</b>	<b>2</b>	<b>TOTAL</b>	<b>1</b>

**CONFINEMENTS:**

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

**ADULT PROGRAMS ORDERED THIS MONTH:**

**COMPLETED THIS MONTH:**

Alcohol / Substance Abuse Assessment	1	1
DUI Assessment	0	2
Alcohol / Substance Abuse Treatment	0	1
DUI Education	0	2
Victim Impact Panel	0	2
Cognitive Classes	0	0
Anger / Domestic Abuse Classes	1	1
Mental Health	0	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 2024  
ACTIVITY SUMMARY REPORT**

**INCOME RECEIVED**

\$20,945.51 – Contracts	\$600.00 – Sheriff Sale	\$63.70 – Transports
\$ 7,434.00 – Misc. Reimbursement	\$460.00 – Work Release	\$60.00 – Arrestee Medical Fund
\$ 2,628.56 – Inmate Phones	\$320.00 – Seized/Forfeiture Fund	\$20.00 – Reports
\$ 873.00 – Civil Process	\$ 65.00 – DUI Reinforcement Fund	

**TOTAL FOR THE MONTH**

**\$33,469.77**

**FY24 TOTAL TO DATE**

**\$491,968.52**

**TRAFFIC ACCIDENTS-08**

**WARNING CITATIONS-45**

**TRAFFIC CITATIONS-40**

23 – Speeding	01 – No Driver's license
03 – Suspended/Revoked Driver's License	01 – Notice of address change
02 – Operating uninsured motor vehicle	01 – Improper turn
02 – Illegal possession of cannabis	01 – Fail to yield right of way
02 – Expired Registration	01 – Flee/Elude police officer
02 – DUI	01 – Fail to reduce speed

**CRIMINAL CITATIONS-06**

02 – Unlawful possession of drug paraphernalia	01 – Unlawful possession of firearm
01 – Failure to Register/Violate Sex Offender	01 – Aggravated Battery

**FIELD INCIDENT/COMPLAINT REPORTS**

16 – Assist other departments	03 – Sex offender notification
11 – E911 hang-up	02 – Attempt to locate
10 – Property damage	01 – Pursuit/Chase
10 – Domestic trouble	01 – Property standby
10 – Motorists assist	01 – Court order violation
08 – Animal complaint	01 – Missing person
07 – Theft	01 – Juvenile complaint
07 – Sex Offender Registration	01 – Road hazard
07 – Investigation follow-up	01 – Harassment
06 – Suspicious Activity/Person	01 – Fraud
05 – Security alarm	01 – Fight in progress
05 – Civil/non-criminal complaint	01 – Custody dispute
04 – Welfare checks	01 – Burglary
04 – Suspicious Vehicle	01 – Vandalism
03 – Suicide threat	

**CIVIL PROCESS ACTIVITY (SERVICES/ATTEMPTS)**

Court Summons: 16/21                      Warrants: 18

**FORD COUNTY INMATES TOTAL MANDAYS TO DATE-5427**

Monthly Ford County Inmate Mandays: 565

## **Ford County Resolution asking for a Legislative Ban on Carbon Sequestration under Sole Source Aquifers:**

WHEREAS, drinking water aquifers are a public good and critical resource threatened by changing climate, pollution, and overconsumption; and

WHEREAS, the US EPA can designate an aquifer as a sole source aquifer if no reasonably available alternative drinking water sources exist should the aquifer become contaminated; and

WHEREAS, the US EPA has designated the Mahomet Aquifer as a sole-source aquifer, and may, upon petition, designate other aquifers in Illinois as sole source; and

WHEREAS, the Mahomet Aquifer provides drinking water for nearly 1 million people in Central Illinois, including many Ford County residents; and

WHEREAS, the business of sequestering carbon in saline aquifers is increasing due to the federal 45Q tax credit, which offers \$85 per metric ton of sequestered carbon; and

WHEREAS, the Mt. Simon Sandstone saline aquifer, located below the freshwater Mahomet Aquifer, is an attractive target for CO<sub>2</sub> sequestration; and

WHEREAS, new carbon sequestration projects propose to sequester carbon at unprecedented scale in Illinois, with projects proposing to store over one hundred times the amount of carbon already sequestered in Illinois; and

WHEREAS, as of this date, four of seven new carbon sequestration projects would inject CO<sub>2</sub> through and/or store it under the Mahomet Aquifer or its recharge areas; and

WHEREAS, it is likely that more carbon sequestration projects will be proposed in Illinois, and some may impact the Mahomet Aquifer in Ford County; and

WHEREAS, sequestered carbon can leak into the Mahomet Aquifer through injection well failures, faults, cap rock failures, or abandoned wells; and



WHEREAS, leaked carbon risks acidification of the Mahomet Aquifer, threatening to release heavy metals known to cause acute and chronic toxicity, liver, kidney, and intestinal damage, anemia, and cancer; and

WHEREAS, no guarantee exists that CO2 won't leak into the Mahomet Aquifer; and

WHEREAS, the 2016 Peoples Gas methane leak demonstrated the risk of storing buoyant fluids under the Mahomet Aquifer, requiring the expenditure of taxpayer funds to provide an alternate supply of water, and residents are still without replacement water; and

WHEREAS, the 2016 Peoples Gas leak demonstrated the risk of relying on regulation and regulated entities to protect the Mahomet Aquifer and the inability of that regulatory system to find swift resolution for impacted users of the Mahomet Aquifer; and

WHEREAS, it is in the best interest of the State of Illinois that its only current sole source aquifer, the Mahomet Aquifer, and any future sole source aquifers are protected from water quality threats; and

WHEREAS, Ford County desires to protect the Mahomet Aquifer and all sole source aquifers, recognizing that no reasonably available alternative drinking water sources exist should these aquifers become contaminated.

NOW, THEREFORE, BE IT: RESOLVED, that Ford County calls on the General Assembly and the Governor of Illinois to protect all existing and future designated sole-source aquifers in the state from potential contamination associated with injecting CO2 through and storage of CO2 under any sole source aquifer and its recharge areas, by passing, without delay, a Mahomet Aquifer Carbon Sequestration Ban.

PASSED AND ADOPTED as a resolution of Ford County at its regularly-scheduled Ford County Board meeting held on [enter date].

\_\_\_\_\_  
[add presiding official's signature]  
[add clerk or secretary's name]

ATTEST:

\_\_\_\_\_

**FORD COUNTY, ILLINOIS**

**ARCHTOP SOLAR II, LLC**

**DECOMMISSIONING AGREEMENT**

THIS DECOMMISSIONING AGREEMENT (“Agreement”), dated as of \_\_\_\_\_, 2024 (“Effective Date”), together with the Ford County Commercial Solar Energy Facilities Ordinance attached as Exhibit A and the Decommissioning Plan attached as Exhibit B (the “Decommissioning Plan”) is entered into by and between Archtop Solar II, LLC, a Delaware limited liability company (“Company”) and County of Ford, Illinois, a body politic in the State of Illinois (the “County”). County and Company may each be referred to herein individually as a “Party”, and collectively as the “Parties”.

**RECITALS**

WHEREAS, Company intends to construct and operate a solar project, commonly referred to as Archtop Solar II, to be located on privately owned agricultural land within the Drummer Township and consisting of assets which will include, but not be limited to ground mounted solar arrays and appurtenant facilities and perimeter security fencing (the “Solar Project”) and shall comply with the County’s Zoning Ordinance as revised February 2022 and Resolution 23-50 adopted May 24, 2023 (collectively, the “Code”);

WHEREAS, the Solar Project will be located on property owned by private landowners within Drummer Township (collectively, the “Property”), located in the County;

WHEREAS, Company desires to provide financial security to address the cost of decommissioning the portions of the Solar Project located on the Property in the form of a surety bond held by and in favor of the County;

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**TERMS AND CONDITIONS**

Article I.

**DECOMMISSIONING PLAN AND FINANCIAL ASSURANCE**

Section 1.1 Decommissioning Plan; Modification. The parties agree to be bound by the Ford County Commercial Solar Energy Facilities Ordinance (attached hereto as Exhibit A and fully incorporated herein) and the Decommissioning Plan, attached as Exhibit B and fully incorporated herein, with respect to the decommissioning of the Solar Project. Company agrees to provide an updated Decommissioning Plan, including evaluation of costs and potential salvage values, if any, every three (3) years as required by Ordinance. Company specifically represents and warrants to County that the County has the first priority interest against all other entities or persons in any and all salvage value of the Project if Abandonment (as that term is defined in the AIMA) occurs. Company further represents and warrants that it shall not grant any other entity a priority interest in the salvage value of the Project in the event of Abandonment, or otherwise cause

the County's right to any and all salvage value of the Project to be jeopardized if Abandonment occurs. If at any future date, Company seeks to grant an entity other than the County an interest in the Project that would jeopardize the County's right to any and all salvage value in the Project if Abandonment occurs, Company shall provide notice to the County prior to executing any agreements related thereto and provide a new financial assurance in the form listed herein which removes the salvage value as a discount from the total amount of the financial assurance.

Section 1.2 Financial Assurance; Reevaluation. The initial Decommissioning Plan estimates an amount necessary to decommission the Project and the Project shall provide to the County a "Financial Assurance," as that term is defined in the Agricultural Impact Mitigation Agreement attached as Exhibit C to this Agreement (the "AIMA"), in an amount equal to 100% of the Decommissioning Plan estimate, net salvage value, as set forth in the Decommissioning Plan, as may be amended and updated from time to time. The Financial Assurances shall take the form of an Irrevocable Letter of Credit from a credit worthy party. Company shall file with the County Clerk the Financial Assurance on the first anniversary of the "Commercial Operation Date" (as such term is defined in the AIMA).

## Article II.

### REPRESENTATIONS AND WARRANTIES

Section 2.1 Representations, Warranties and Covenants of County. The County represents and warrants to Company as follows:

(a) The County has full power and authority to execute, deliver and perform this Agreement and to take all actions necessary to carry out the transactions contemplated by this Agreement.

(b) This Agreement has been duly executed and delivered by the County and constitutes the legal, valid and binding obligation of the County, enforceable against the County in accordance with its terms.

(c) The execution, delivery, and performance of this Agreement by the County will not violate any applicable law of the State of Illinois.

Section 2.2 Representations, Warranties and Covenants of Company. The Company represents and warrants to the County as follows:

(a) The Company has full power and authority to execute, deliver and perform this Agreement and to take all actions necessary to carry out the transactions contemplated by this Agreement.

(b) This Agreement has been duly executed and delivered by Company and constitutes the legal, valid and binding obligation of Company, enforceable against Company in accordance with its terms.



(c) The execution, delivery, and performance of this Agreement by Company will not violate any applicable law of the State of Illinois.

### Article III.

#### DEFAULTS

Section 3.1 Events of Default. An "Event of Default" shall exist with respect to this Agreement and the Decommissioning Plan if any of the following shall occur:

(a) Company fails to comply with any material term of the Decommissioning Plan and such failure continues for thirty (30) days after written notice from the County of such failure, or such longer period as may be reasonably necessary to complete such cure so long as the Company is diligently and continuously pursuing such cure;

(b) Company fails to comply with any material term of Section 17 of the AIMA, except as otherwise provided in this Agreement, such failure continues for thirty (30) days after written notice from the County of such failure, or such longer period as may be reasonably necessary to complete such cure so long as the Company is diligently and continuously pursuing such cure;

Section 3.2 Remedies. If an Event of Default occurs as provided herein and continues beyond any applicable notice and cure period, the County shall have the right to take the following actions, in the order below, for so long as the Event of Default continues:

(a) Impose a fine of One Thousand and 00/100 Dollars (\$1,000.00) for each Event of Default; and then

(b) Take all appropriate actions for decommissioning of the Solar Project, including drawing upon the Financial Assurance for the payment of all costs, expenses and damage of any type incurred in connection with the decommissioning (less any salvage amount), and seeking injunctive relief, if necessary; and then

(c) Seek reimbursement from the Company for actual decommissioning costs in excess of the Financial Assurance; and then

(d) File a lien against any real estate owned by the Company for the amount of the excess; and then

(e) Take all steps allowed by law to enforce such lien.

### Article IV.

#### MISCELLANEOUS

Section 4.1 No Waiver; Remedies Cumulative. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy shall operate as a waiver thereof. No single or partial exercise by any Party of any such right, power or remedy hereunder shall preclude any other further exercise of any right, power or remedy hereunder. The rights, powers and remedies expressly herein provided are cumulative and not exclusive of any rights, powers or remedies available under applicable law.

Section 4.2 Notices. All notices, requests and other communications provided for herein (including any modifications, or waivers or consents under this Agreement) shall be given or made in writing (including by telecopy) delivered to the intended recipient at the address set forth below or, as to any party, at such other address as shall be designated by such party in a notice to the other party. Except as otherwise provided herein, all notices and communications shall be deemed to have been duly given when transmitted by electronic mail with confirmation of receipt received, personally delivered, or in the case of a mailed notice, upon receipt, in each case given or addressed as provided herein.

Company:

Archtop Solar II, LLC  
545 North Jordan Drive  
Gibson City, IL 60936  
Attn: Gibson City Energy Center – Solar 2

Copy to:

Earthrise Energy, PBLLC  
3033 Wilson Boulevard, Suite 700  
Arlington, VA 22201  
Attn: Legal (real estate)

County:

Ford County  
200 W. State Street, Room 101  
Paxton, Illinois 60957  
Attention: County Clerk

Copy to:

Ford County State's Attorney  
200 W. State Street, Room 204  
Paxton, IL 60957

Section 4.3 Amendments. This Agreement may be amended, supplemented, modified or waived only by an instrument in writing duly executed by all of the parties hereto.

Section 4.4 Successors and Assigns.

(a) This Agreement may be assigned only upon written consent of the Parties, except Company may, upon notice to County, but without County's consent or approval, assign this Agreement to an affiliate or successor entity, or mortgage, charge, pledge, collaterally assign, or otherwise encumber and grant security interests in all or any part of its interest in this Agreement. Notwithstanding anything to the contrary, Company may only assign this Agreement if the

assignee agrees and acknowledges in writing that such assignee shall be bound by terms and obligations of this Agreement.

(b) If requested by either Party or an assignee thereof, each Party hereto agrees to provide such further assurances and execute such additional documents as may be reasonably requested by the other Party to give effect to the foregoing assignment.

(c) Any transfer or assignment of this Agreement by Company shall also be subject to Company assigning its rights and obligations under all other agreements and contracts entered into that relate to the Solar Project by and between the Parties to the same assignee to the extent of the assigned rights, interests, and obligations hereunder.

Section 4.5 Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument and any of the Parties may execute this Agreement by signing any such counterpart. This Agreement constitutes the entire agreement and understanding among the Parties with respect to matters covered by this Agreement and supersede any and all prior agreements and understandings, written or oral, relating to the subject matter hereof. Signatures transmitted electronically by .pdf or facsimile shall be binding for all purposes hereof.

Section 4.6 Severability. If any provision hereof is invalid or unenforceable in any jurisdiction, then, to the fullest extent permitted by applicable law: (a) the other provisions hereof shall remain in full force and effect in such jurisdiction in order to carry out the intentions of the Parties as nearly as may be possible; and (b) the invalidity or unenforceability of any provision hereof in any jurisdiction shall not affect the validity or enforceability of such provision in any other jurisdiction.

Section 4.7 Headings. Headings appearing herein are used solely for convenience of reference and are not intended to affect the interpretation of any provision of this Agreement.

Section 4.8 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to conflicts of law provisions.

Section 4.9 No Recourse to Affiliates or Persons. This Agreement is solely and exclusively between the Parties, and any obligations created herein on the part of either Party shall be the obligations solely of such Party. No Party shall have recourse to any parent, subsidiary, partner, member, Affiliate, lender, director, officer or employee of the other Party for performance or non-performance of any obligation hereunder, unless such obligations were assumed in writing by the Person against whom recourse is sought.

Section 4.10 Estoppel. Either Party hereto, without charge, at any time and from time to time, within five (5) Business Days after receipt of a written request by the other Party, shall deliver a written instrument, duly executed, certifying to such requesting Party, or any other Person specified by such requesting Party:

(a) That this Agreement is unmodified and in full force and effect, or if there has been any modification, that the same is in full force and effect as so modified, and identifying any such modification;

(b) Whether or not to the knowledge of any such party there are then existing any offsets or defenses in favor of such party against enforcement of any of the terms, covenants and conditions of this Agreement and, if so, specifying the same and also whether or not to the knowledge of such party the other party has observed and performed all of the terms, covenants and conditions on its part to be observed and performed, and if not, specifying the same; and

(c) Such other information as may be reasonably requested by a Party hereto.

(d) Any written instrument given hereunder may be relied upon by the recipient of such instrument, except to the extent the recipient has actual knowledge of facts contained in the certificate.

Section 4.11 Limitation of Liability. Except as otherwise provided in this Agreement or if an express remedy or calculation of liability is provided in this Agreement, neither Party shall be liable for any special, incidental, consequential or punitive damages based on breach of contract, breach of warranty, negligence, tort or any other legal theory.

**[REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK; SIGNATURE  
PAGE FOLLOWS.]**

IN WITNESS WHEREOF, the Parties have caused the Agreement to be executed in their respective names by their duly authorized representatives and dated their signatures as shown below, to be effective as of the Effective Date.

**COMPANY:**

ARCHTOP SOLAR II, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_

\_\_\_\_\_ Date

**THE COUNTY:**

THE COUNTY OF FORD, ILLINOIS

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

*Reviewed and approved by:*

\_\_\_\_\_  
Name/Title: \_\_\_\_\_



EXHIBIT A  
FORD COUNTY COMMERCIAL SOLAR ENERGY FACILITIES ORDINANCE

[TO BE ATTACHED]

EXHIBIT B  
DECOMMISSIONING PLAN  
[TO BE ATTACHED]

DRAFT

EXHIBIT C

AIMA

[TO BE ATTACHED]

EXHIBIT D  
FORM OF IRREVOCABLE LETTER OF CREDIT

TO BE ATTACHED

**RESOLUTION 24 -**

**APPOINTING A MEMBER OF THE ZONING BOARD OF APPEALS  
FORD COUNTY, ILLINOIS**

**WHEREAS**, 55 ILCS 5/5-12007 governs the appointment of members of the Ford County Zoning Board of Appeals; and

**WHEREAS**, Roger Wycoff, who's term expired on March 10, 2024 has resigned as of September 25, 2024; and

**WHEREAS**, the Ford County Board would like to appoint Ann Ihrke to be appointed to replace Roger Wycoff; and

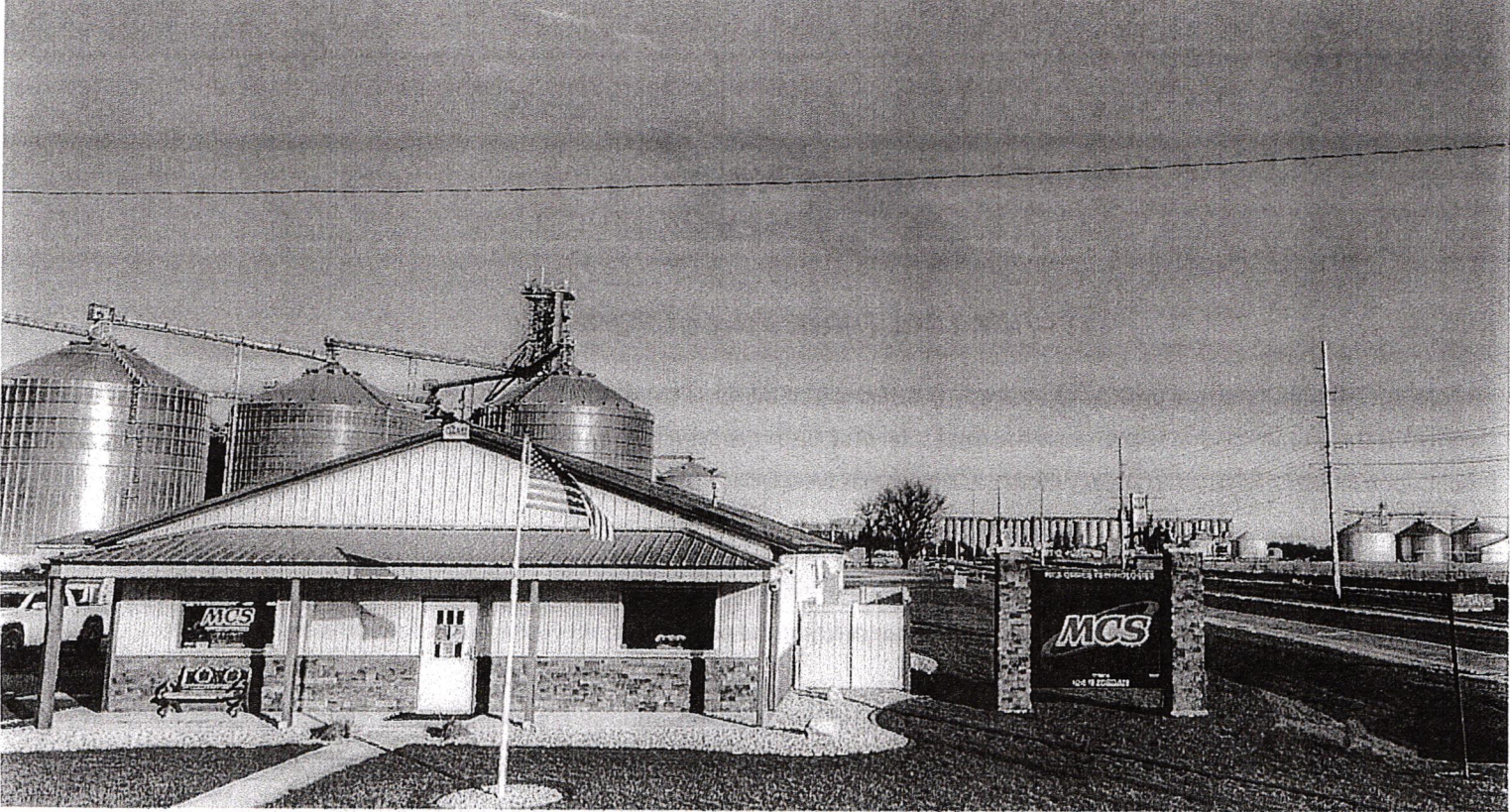
**THEREFORE, BE IT RESOLVED BY THE FORD COUNTY BOARD** that Ann Ihrke of Lyman Twp. is hereby appointed to the Ford County Zoning Board of Appeals to serve a 5 year term expiring on March 10, 2029.

Passed at the Ford County Board meeting this 14<sup>th</sup> day of October, 2024.

\_\_\_\_\_  
Debbie Smith  
Ford County Board Chairman

Attest: \_\_\_\_\_  
Amy Frederick  
Ford County Clerk & Recorder





# Ford County All-Inclusive Managed Services

A PROPOSAL FOR  
**Ford County**

Ford County Board  
[caubry@fordcounty.illinois.gov](mailto:caubry@fordcounty.illinois.gov)

PLEASE SEE PAGES 1 AND 2 FOR



MCS Office Technology  
[www.mcsor.com](http://www.mcsor.com)  
217.734.4033

10111 Industrial Dr  
Gibson City, IL 61839

# About Us



## *Service that makes a difference!*

MCS Office Technologies can provide your company with superior business computing solutions and services to help your company thrive. Our mission is to provide the highest level of customer service to our customers and to provide quality solutions built upon industry-leading technology. Here are a few areas we specialize in:

- **Video Surveillance** – We can provide high-quality, high-definition network-based surveillance systems and cameras.
- **Access/Door Control** – MCS works with several door security and access control vendors and can find the best solution for your business.
- **Managed Services** – A complete solution for monitoring all critical network and computer systems to reduce downtime and IT expenses. We provide any relevant troubleshooting, software updates, security testing, help desk and consulting services. Provides a proactive monitoring solution to minimize the risks of viruses, malware and security breaches.
- **Cloud** – Ready to move to Office 365, or your entire computing experience to the cloud? MCS can help get your business there, and migrate existing email, data and applications up to the cloud.
- **Computer Sales and Service** – Business-class computer systems from HP Business, including PCs, laptops, tablets, printers, and many others.
- **Audio / Video Solutions** - *Audio and video conferencing systems, outdoor audio solutions, sports and commercial video solutions such as Daktronics displays, downtown audio systems, streaming systems and services, etc.*
- **Servers, Network Design, and Systems Integration** – We can help implement a new network or upgrade the existing infrastructure. Our server engineers are certified in their fields of expertise with core competencies in Windows Server, Active Directory, Hyper-V, and Exchange Server.
- **Wireless Solutions** – We provide the latest in point-to-point and point-to-multipoint wireless gear, as well as leading, fast Wi-Fi. MCS holds partnerships with several leading wireless manufacturers.
- **Fiber Optics** – Our certified fiber technicians can help you as your business grows.
- **Structured Cabling** – We take pride in our cables! MCS can help wire or rewire facilities, new construction, or renovations.
- **Technical Consulting** – MCS can share our knowledge of technology with you and your employees or vendors.




# Areas & Items

## Ford County One-Time Onboarding Fee

Items	Sell Price	Qty	Total
 MCS Managed Services Initial Onboarding Fee Tax Exempt	\$1,570.00	x1	\$1,570.00

**Ford County One-Time Onboarding Fee Total : \$1,570.00**

# Annual Ford County All-Inclusive Managed Services

Items	Sell Price	Qty	Total
 MCS All Ford County Departments - All-Inclusive Managed Services - Annual Pricing Tax Exempt	\$9,113.00	x1	\$9,113.00

**Annual Ford County All-Inclusive Managed Services Total : \$9,113.00**

# Financial Summary

Parts	\$10,683.00
Parts Total	\$10,683.00
Labor Total	\$0.00
Subtotal	\$10,683.00
<b>Proposal Total</b>	<b>\$10,683.00</b>



# Payment Schedule

50% due upon estimate acceptance, remaining 50% due upon completion.

## Project Terms

All sales are subject to the terms and conditions of sale. Labor prices are estimates only. Any additional time will be billed at \$145/hr. unless a service contract is in place. Travel time is billed at \$110/hr., which is calculated from the visiting technician's location to the customer's location.

The quotation price and stock is valid for today.

Lease pricing is good for 2 weeks.

Lease prices can be verified by contacting us.

Prices and configurations are subject to change without notice.

A 15% stocking fee may be applied to any returned equipment.

## Ford County Managed Services Matrix



**Adjusted Monthly Total    \$10,232.00**

**Adjusted Annual Total    \$122,776.00**

Included	Qty	Managed Services
	290/40	<b>Support &amp; Help Desk</b> (Bank of hours to be used for any IT needs)
<input checked="" type="checkbox"/>	290	Support & Help Desk 8 x 5 (MCS regular office hours 7am-5pm M-F)
<input checked="" type="checkbox"/>	40	Support & Help Desk 24 x 7 (After hour can be converted to regular 8x5 hours x 1.5)
<input checked="" type="checkbox"/>	150	<b>System Device Monitoring</b>
		<b>Network &amp; Firewall Monitoring</b>
<input checked="" type="checkbox"/>	4	Auvik Essentials Network Monitoring
<input type="checkbox"/>	0	Auvik Performance Syslog Data Collection
<input checked="" type="checkbox"/>	Included	<b>Hardware &amp; Software Inventory</b>
<input checked="" type="checkbox"/>	Included	<b>IT Asset Management</b>
<input checked="" type="checkbox"/>	Included	<b>Custom Reporting</b>
<input checked="" type="checkbox"/>	150	Patch Management - Microsoft plus Third Party Products
<input checked="" type="checkbox"/>	150	EDR (Virus, Ransomware & Malware Protection)
<input checked="" type="checkbox"/>	Included	Firmware Updates (Firewalls, Servers, Switches & Wireless)
<input checked="" type="checkbox"/>	Included	Microsoft 365 Security Audit - SecureScore (Enterprise License Only)
<input checked="" type="checkbox"/>	Included	Disaster Recovery Plan (IT Systems)
<input checked="" type="checkbox"/>	Included	Network Diagram, Auvik Configuration, & Documentation (Visio)
<input checked="" type="checkbox"/>	Included	Network Penetration Testing/Remediation (Monthly)
<input checked="" type="checkbox"/>	Included	Backup Verifications & Support
		<b>Backups (Local and Cloud)</b>
<input checked="" type="checkbox"/>	10	Workstation
<input type="checkbox"/>	0	Physical Server
<input checked="" type="checkbox"/>	17	Virtual Server
<input checked="" type="checkbox"/>	5	Automated Recovery Test (Bi-Monthly)
		<b>BlackPoint MDR Software</b>
<input type="checkbox"/>	0	BlackPoint MDR Managed Detection & Response (SOC)
<input type="checkbox"/>	0	Netwrix Auditor and Data Classification
		<b>Office 365</b>
<input checked="" type="checkbox"/>	1	Exchange Online Plan 1
<input type="checkbox"/>	0	Exchange Online Plan 2
<input type="checkbox"/>	0	Business Basic
<input type="checkbox"/>	0	Apps for Business
<input checked="" type="checkbox"/>	17	Business Standard
<input type="checkbox"/>	0	Business Premium
<input checked="" type="checkbox"/>	48	Microsoft G1
<input checked="" type="checkbox"/>	56	Microsoft G3
<input type="checkbox"/>	0	Office 365 Backup (Mail, Teams, SharePoint, OneDrive)
		<b>Office 365 Optional Services</b>
<input checked="" type="checkbox"/>	119	AppRiver Spam Filtering
<input type="checkbox"/>	0	AppRiver Email Archive
<input checked="" type="checkbox"/>	119	Zix Email Encryption
<input checked="" type="checkbox"/>	119	End User Security Training (KnowBe4 Phishing & Training Center)
<input type="checkbox"/>	0	DUO MFA (Multi Factor Authentication)
		<b>VoIP (Voice over IP) Phone System &amp; Support</b>
<input type="checkbox"/>	0	3CX Annual Phone System License (16 Simultaneous Calls)
<input type="checkbox"/>	0	MCS Monthly Phone System Support (Per Extension)
<input checked="" type="checkbox"/>	Included	State of Illinois Sales Tax - Rate of 6.25% for all taxable line items

## All Ford County Managed Services Matrix



**Adjusted Monthly Total    \$10,991.00**

**Adjusted Annual Total    \$131,889.00**

**Initial Onboarding Fee    \$1,570.00**

Included	Qty	Managed Services
	350/50	<b>Support &amp; Help Desk</b> (Bank of hours to be used for any IT needs)
<input checked="" type="checkbox"/>	350	Support & Help Desk 8 x 5 (MCS regular office hours 7am-5pm M-F)
<input checked="" type="checkbox"/>	50	Support & Help Desk 24 x 7 (After hour can be converted to regular 8x5 hours x 1.5)
<input checked="" type="checkbox"/>	150	<b>System Device Monitoring</b>
		<b>Network &amp; Firewall Monitoring</b>
<input checked="" type="checkbox"/>	4	Auvik Essentials Network Monitoring
<input type="checkbox"/>	0	Auvik Performance Syslog Data Collection
<input checked="" type="checkbox"/>	Included	<b>Hardware &amp; Software Inventory</b>
<input checked="" type="checkbox"/>	Included	<b>IT Asset Management</b>
<input checked="" type="checkbox"/>	Included	<b>Custom Reporting</b>
<input checked="" type="checkbox"/>	150	Patch Management - Microsoft plus Third Party Products
<input checked="" type="checkbox"/>	150	EDR (Virus, Ransomware & Malware Protection)
<input checked="" type="checkbox"/>	Included	Firmware Updates (Firewalls, Servers, Switches & Wireless)
<input checked="" type="checkbox"/>	Included	Microsoft 365 Security Audit - SecureScore (Enterprise License Only)
<input checked="" type="checkbox"/>	Included	Disaster Recovery Plan (IT Systems)
<input checked="" type="checkbox"/>	Included	Network Diagram, Auvik Configuration, & Documentation (Visio)
<input checked="" type="checkbox"/>	Included	Network Penetration Testing/Remediation (Monthly)
<input checked="" type="checkbox"/>	Included	Backup Verifications & Support
		<b>Backups (Local and Cloud)</b>
<input checked="" type="checkbox"/>	10	Workstation
<input type="checkbox"/>	0	Physical Server
<input checked="" type="checkbox"/>	17	Virtual Server
<input checked="" type="checkbox"/>	5	Automated Recovery Test (Bi-Monthly)
		<b>BlackPoint MDR Software</b>
<input type="checkbox"/>	0	BlackPoint MDR Managed Detection & Response (SOC)
<input type="checkbox"/>	0	<b>Netwrix Auditor and Data Classification</b>
		<b>Office 365</b>
<input checked="" type="checkbox"/>	1	Exchange Online Plan 1
<input type="checkbox"/>	0	Exchange Online Plan 2
<input type="checkbox"/>	0	Business Basic
<input type="checkbox"/>	0	Apps for Business
<input checked="" type="checkbox"/>	17	Business Standard
<input type="checkbox"/>	0	Business Premium
<input checked="" type="checkbox"/>	48	Microsoft G1
<input checked="" type="checkbox"/>	56	Microsoft G3
<input type="checkbox"/>	0	Office 365 Backup (Mail, Teams, SharePoint, OneDrive)
		<b>Office 365 Optional Services</b>
<input checked="" type="checkbox"/>	119	AppRiver Spam Filtering
<input type="checkbox"/>	0	AppRiver Email Archive
<input checked="" type="checkbox"/>	119	Zix Email Encryption
<input checked="" type="checkbox"/>	119	End User Security Training (KnowBe4 Phishing & Training Center)
<input type="checkbox"/>	0	DUO MFA (Multi Factor Authentication)
		<b>VoIP (Voice over IP) Phone System &amp; Support</b>
<input type="checkbox"/>	0	3CX Annual Phone System License (16 Simultaneous Calls)
<input type="checkbox"/>	0	MCS Monthly Phone System Support (Per Extension)
<input checked="" type="checkbox"/>	Included	State of Illinois Sales Tax - Rate of 6.25% for all taxable line items

**CHAMPAIGN AND FORD COUNTIES  
HEAD START AND EARLY HEAD START  
INTERGOVERNMENTAL AGREEMENT**

This Intergovernmental Agreement (“Agreement”) is made and entered into by and between the County of Champaign, Illinois (“Champaign County”); the Champaign County Regional Planning Commission (“RPC”), a division of the County of Champaign, Illinois; and the County of Ford, Illinois (“Ford County”); pursuant to Article 7, Section 10 of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), hereinafter individually referred to as a “Party” and collectively referred to as the “Parties”.

**RECITALS:**

**WHEREAS**, Section 10 of Article VII of the Illinois Constitution of 1970 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. enable the Parties here to enter into agreements among themselves and provide authority for intergovernmental cooperation, such that any power or powers, privileges, functions, or authority exercised, or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State; and

**WHEREAS**, Champaign County is public body corporate and politic of the State of Illinois, with its principal offices located at 1776 E. Washington Street, Urbana, Illinois, 61802; and

**WHEREAS**, RPC is a regional planning commission duly created by the county board of Champaign County pursuant to Division 5-14 of the Counties Code (55 ILCS 5/5-14001); and

**WHEREAS**, Ford County is a public body corporate and politic of the State of Illinois, with its principal officers located at 200 W State St., Paxton, IL 60957; and

**WHEREAS**, on August 22<sup>nd</sup>, 2024, Champaign County was awarded a federal Head Start and Early Head Start grant (Award # 05CH012823-01-00) by the Department of Health and Human Services, Administration of Children and Families, Office of Head Start; and

**WHEREAS**, the Head Start and Early Head Start federal award is for early childhood education which will serve infants, toddlers, and pregnant women, and provide health services and family support for eligible children and their families who reside in Ford County; and

**WHEREAS**, RPC has unique expertise and three decades of experience providing the residents of Champaign County with early childhood education serving infants, toddlers, and pregnant women, and health services and family support for eligible children and their families, and Ford County desires to utilize such services to benefit its residents; and

**WHEREAS**, RPC has been the federal grant administrator and fiscal agent for workforce development services in Ford County through a multi-county intergovernmental agreement since 2012; and

**WHEREAS**, both counties recognize the potential for improved efficiency and effectiveness in service delivery through mutual cooperation; and

**WHEREAS**, through this Agreement, Ford County recognizes Champaign County, through RPC, as the provider of early childhood education in Ford County serving infants, toddlers, and pregnant women, providing health services, and family support for eligible children and their families who reside in Ford County; and

**WHEREAS**, Champaign County has previously defined the 'Champaign County Region' through Resolution No. 4249 of its county board as 'all territory contained within Champaign County, Illinois', and said definition remains unchanged, though in this instance Champaign County desires and concurs with RPC's provision of the herein-described services to the residents of neighboring Ford County through intergovernmental cooperation.

**NOW, THEREFORE**, the Parties agree as follows:

**1. INCORPORATION OF RECITALS**

The above recitals are hereby incorporated into this Agreement as if fully set forth herein.

**2. PURPOSE & CONSTRUCTION**

The purpose of this Agreement is to outline the terms and conditions under which Champaign County, through RPC, will carry out the activities funded and expressly provided for by the above-described federal award, to provide early childhood education which will serve infants, toddlers, and pregnant women, and provide health services and family support for eligible children and their families in Ford County. The Notice of Award of said federal award (Award # 05CH012823-01-00) is attached hereto and incorporated by reference herein as Appendix A.

Nothing in this Agreement shall be construed to obligate Champaign County or RPC to perform any service or provide anything of value to Ford County other than the activities funded and expressly provided for by the above-described federal award.

**3. SCOPE OF SERVICES**

Champaign County, through RPC, will:

- Champaign County will serve up to 23 children through Center based programming within facilities located in Ford County.
- Champaign County will support local small businesses in Ford County. The RPC Early Childhood Education Program will collaborate with Family Child Care Home providers located in Ford County to serve at least 12 children.
- Champaign County will offer up to 9.5 hours per day, five days per week for 224 days a year which equates to 2,128 hours in each center-based classroom. This full day center-based programming will support families working and/or participating in school.

**4. RESPONSIBILITIES OF CHAMPAIGN COUNTY & RPC**

Champaign County & RPC shall:



- Provide the services described in the Scope of Services in adherence to the Federal Head Start and Early Head Start performance standards and the Illinois Department of Children and Family Services' (DCFS) licensing requirements, and all other applicable law.
- Ensure that all personnel providing the services are appropriately trained and qualified.
- Maintain records related to the provision of services provided pursuant to this Agreement and make such records are available to Ford County upon request.

## **5. RESPONSIBILITIES OF FORD COUNTY**

Ford County shall:

- Authorize Champaign County and RPC to provide the services and perform the activities described by this Agreement, and all other ancillary activities reasonably necessary and related thereto, within the territorial limits of Ford County.
- Designate a Ford County Board member to serve on and attend the meetings of the RPC Early Childhood Education Program (a Head Start Program) Policy Council, formed in clause 7 "Governance and Oversight."

## **6. DURATION**

The term of this Agreement shall include the entire period of performance by Champaign County and RPC of the federal award herein described, after the period of transition and to the extent such award funds and expressly provides for the provision of services within Ford County, and such period is expected at this time to begin November 1, 2024, and end August 31, 2029.

In the event that Champaign County applies for, is granted, and concurs in the receipt of an extension, continuance, or subsequent iteration of said federal award for the provision of the same or substantially similar services in Ford County, the Parties shall, in writing, amend or otherwise provide for an addendum to this Agreement to so reflect.

## **7. GOVERNANCE AND OVERSIGHT**

A Policy Council consisting of representatives from both counties, and parents with children enrolled currently or enrolled previously, will oversee the implementation of this Agreement. The Policy Council shall meet monthly to review performance and make recommendations for improvements.

## **8. INDEMNIFICATION**

Each Party agrees to indemnify and hold harmless the other Party, its officers, employees, and agents, from any and all claims, demands, actions, liabilities, or suits of whatsoever nature arising out of the performance of this Agreement or in furtherance thereof, except in cases of negligence or willful misconduct of any officer, agent or employee of the indemnitee. This indemnification shall remain operative and in full force and effect regardless of any termination or cancellation of this Agreement.

## 9. AMENDMENTS

This Agreement may be amended only by written agreement approved by the governing bodies of both Party counties. Any proposed amendments to this Agreement should be first brought to the attention of RPC prior to discussion by either county board.

## 10. MISCELLANEOUS

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

This Agreement shall not be interpreted such as to relieve any Party from their duties or obligations under federal law, Illinois statute, administrative rule, municipal ordinance, Illinois Supreme Court Rule, local court rules, judicial branch policies and standards as adopted by the Illinois Supreme Court or other court of competent jurisdiction, or as otherwise provided for by law.

Each Party agrees that it has had an opportunity to have this Agreement reviewed by its legal counsel and further agrees that the terms and conditions of this Agreement shall not be construed for or against any party by reason of authorship or alleged authorship of any provision. The section headings contained in this Agreement are for ease of reference only and shall not be used in construing or interpreting this Agreement.

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings related to the subject matter hereof.

The terms of this Agreement are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

### CHAMPAIGN COUNTY

By: \_\_\_\_\_

Name: Steve Summers

Title: County Executive

Date:

### FORD COUNTY

By: \_\_\_\_\_

Name: Debbie Smith

Title: Chairman

Date:

**RESOLUTION \_\_\_\_\_**

**WHEREAS**, the Ford County Sheriff's Merit Commission was established under the guidance of ILCS 5/3-8001, the guidance and policy was revised and approved December 01, 2018. The purpose of the commission is to assist and/or advise the Sheriff in matters relating to law enforcement as they may apply to his department.

**WHEREAS**, it is the responsibility of the Sheriff to nominate individuals for membership to the Merit Commission.

**WHEREAS**, Mr. Aaron Scheutte's (Republican) term expires November 2024, Sheriff Johnson nominates Mr. Aaron Scheutte to be appointed to another Term expiring 11/30/2029.

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Board Chairman

\_\_\_\_\_  
County Clerk/Recorder

## RESOLUTION - 24

**WHEREAS**, the Ford County Housing Authority is requesting the appointment of  
The following:

- John Schneider for a term to expire on \_\_\_\_\_
- Nereyda Santibanez for a term to expire on \_\_\_\_\_
  - John Cole for a term to expire on \_\_\_\_\_
  - Rose Street for a term to expire on \_\_\_\_\_
- Cynthia Downey for a term to expire on \_\_\_\_\_

**BE IT RESOLVED**, that John Schneider, Nereyda Santibanez, John Cole, Rose Street and Cynthia Downey all be appointed as Commissioners and that The Ford County Board approves of said appointments.

DATE: October 14, 2024

\_\_\_\_\_  
Debbie Smith  
Chairman of Ford County

\_\_\_\_\_  
Attest: Amy Frederick  
Ford County Clerk & Recorder