

UPCOMING MEETINGS

for the

FORD COUNTY BOARD

Wednesday, March 5, 2025

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

Wednesday, March 5, 2025

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

Thursday, March 6, 2025

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

Thursday, March 6, 2025

11:00 A.M. Executive Committee Meeting – Small Courtroom in Courthouse

Monday, March 10, 2025

6:00 P.M. County Board Meeting – Sheriff's Boardroom at the Jail



Notes:

- Courthouse will be CLOSED on Monday, February 17, 2025, for President's Day

Don't Forget:

- Friday, February 14, 2025 – Valentine's Day
- Monday, February 17, 2025 – President's Day



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 January 2025 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	RENTAL HOUSING SURCHARGE COUNTY (RHSP)	COUNTY CLERK REVENUE	DEDICATED FUNDS AUTO REC. FEE (RSSA)	DEDICATED FUNDS AUTO VITAL FEE (VRSSA)	GIS	DOMESTIC VIOLENCE FUND (DVF)	RENTAL HOUSING SURCHARGE (RHSP)	REVENUE STAMP FUND STATE	DEATH SURCHARGE (DSC)	DELINQUENT TAXES COLLECTED
Dec-24	4,865.00	1,379.00	772.75	5,139.00	602.00	190.00	12,947.75	6,900.65	336.00	5,000.00	35.00	3,420.00	10,278.00	432.00	15,297.69
Jan-25	4,184.00	1,963.00	353.00	2,027.25	2,150.00	83.00	10,760.25	5,369.17	1,921.68	4,008.00	10.00	2,988.00	4,054.50	292.00	73,078.28
Feb-25							0.00								
Mar-25							0.00								
Apr-25							0.00								
May-25							0.00								
Jun-25							0.00								
Jul-25							0.00								
Aug-25							0.00								
Sep-25							0.00								
Oct-25							0.00								
Nov-25							0.00								
MID-YEAR	9,049.00	3,342.00	1,125.75	7,166.25	2,752.00	273.00	23,708.00	12,269.82	2,257.68	9,008.00	45.00	6,408.00	14,332.50	724.00	88,375.97
TOTAL	9,049.00	3,342.00	1,125.75	7,166.25	2,752.00	273.00	23,708.00	12,269.82	2,257.68	9,008.00	45.00	6,408.00	14,332.50	724.00	88,375.97

14.82% = Percent of estimated revenue generated for year to date.

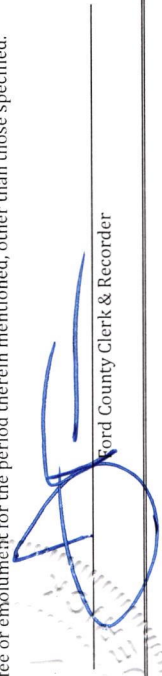
Total Estimated Revenue = \$ 160,000.00 Actual Office Revenue = \$ 23,708.00

Dedicated Funds = \$ 14,527.50
 Supervisor of Assessments = \$ 9,008.00
 State & Tax Buyers = \$109,885.47
Total Receipts = \$157,128.97

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.

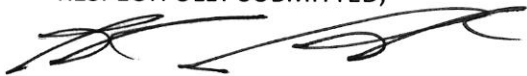
Submitted this 4th day of February 2025.


 Amy Frederick
 County Clerk & Recorder

MONTH END REPORT
January 2025

TOTAL DEATH INVESTIGATIONS	16
TOTAL RESIDENT DEATHS	
TOTAL NON-RESIDENT DEATHS	
PAST INQUIRIES OR <u>INQUESTS PENDING</u>	0
1) NATURAL DEATH INVESTIGATIONS	16
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	2
TOXICOLOGY	2
EXTERNAL EXAMINATIONS	0
HOSPICE CASES.....	0
INQUESTS CONDUCTED	0
CREMATION PERMITS INVESTIGATED & ISSUED	9
NOTIFICATIONS FOR OTHER COUNTIES	0
ORGAN & TISSUE DONATION	0
INVESTIGATIONS RETURNED TO THE MEDICAL PROFESSION	0
CREMATION PERMITS FEES RECEIVED	\$ 900.00
REPORT FEES	.00
<u>MISC. FEES (GRANTS)</u>	<u>.00</u>
TOTAL REVENUE	\$ 900.00

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 01 Jan. 2025 -31 Jan. 2025

02 January 2025 IEMA-OHS Deputy Director County Call (Paxton - Virtual)

07 January 2025 Monthly Starcom Radio Drill (Paxton)

08 January 2025 Ford County Highway Committee Meeting (Roberts)
Ford County Sheriff's Committee Meeting (Paxton)

09 January 2025 Ford County Finance Committee Meeting (Paxton)
Ford County Executive Committee Meeting (Paxton)

10 January 2025 IESMA Executive Board Meeting (Virtual)

13 January 2025 Ford County Board Meeting (Paxton)

15 January 2025 IEMA-OHS Admin Rule Meeting (Virtual)
Ford County EMA Meeting (Paxton)

16 January 2025 NWS "Storm Ready" Visit (Paxton)

17 January 2025 IESMA FTE Planning Meeting (Virtual)

19 January 2025 2025 FOIA & OMA Training (Virtual)

20 January 2025 3 KnowBe4 Computer Training (Virtual)

21 January 2025 ICS / EOC Interface Training (G-191) (ILEAS – Urbana)

22 January 2025 2025 Paradigm Pipeline Safety Meeting (Champaign)

23 January 2025 EICOAD Meeting (Virtual)

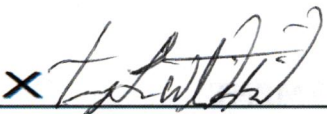
24 January 2025 OHS EMIS Briefing (Virtual)

25 January 2025 Special Detail / Mutual Aid with Paxton ERS & Paxton FPD (Rantoul – Paxton)

28 January 2025 Hazard Mitigation Meeting (Gibson City)

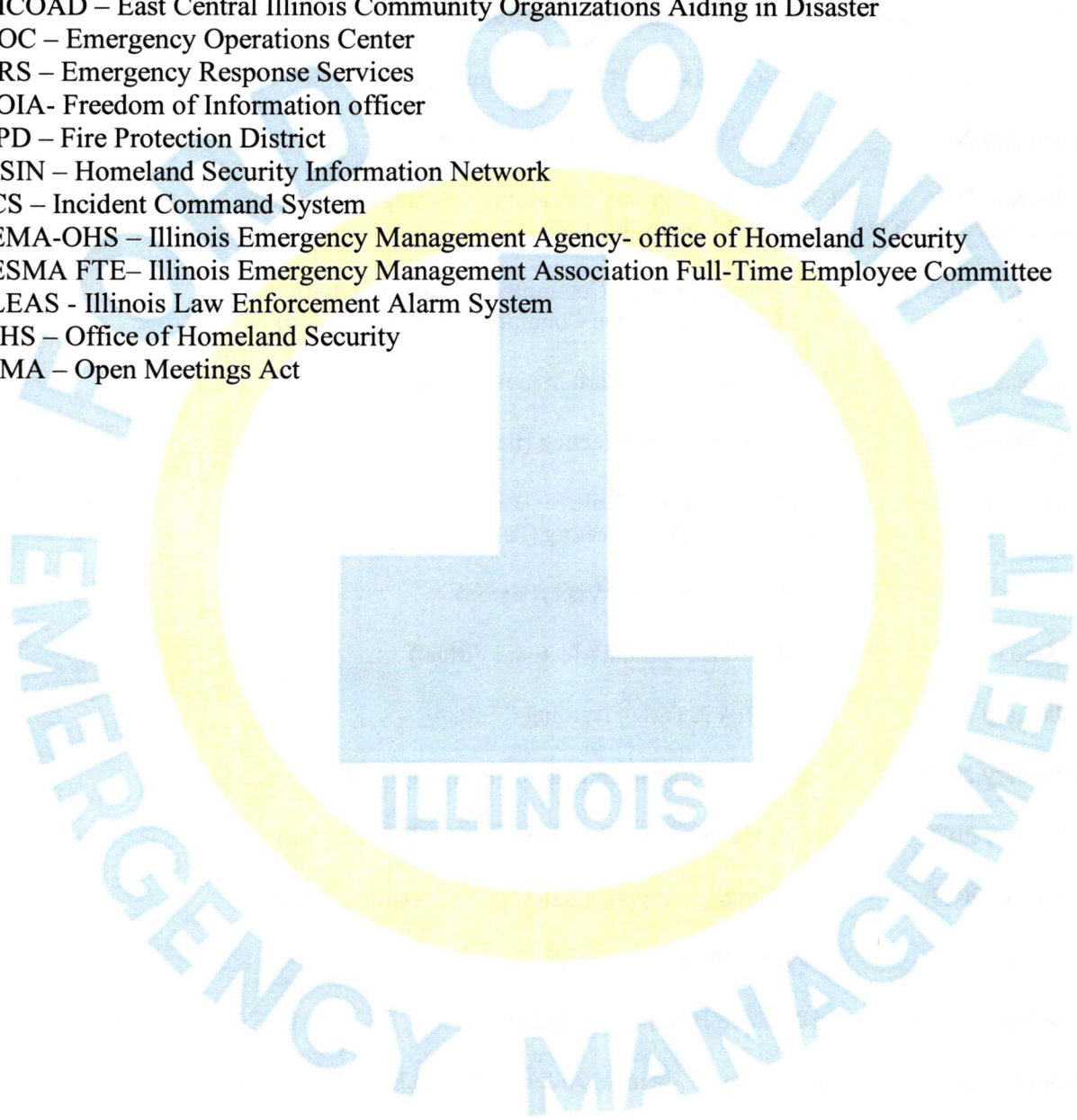
30 January 2025 HSIN Monthly Meeting (Virtual)

This report was Respectably submitted by:

X 
Terry L. Whitebird
Ford County EMA

Acronyms used in this report

- EICOAD – East Central Illinois Community Organizations Aiding in Disaster
- EOC – Emergency Operations Center
- ERS – Emergency Response Services
- FOIA- Freedom of Information officer
- FPD – Fire Protection District
- HSIN – Homeland Security Information Network
- ICS – Incident Command System
- IEMA-OHS – Illinois Emergency Management Agency- office of Homeland Security
- IESMA FTE– Illinois Emergency Management Association Full-Time Employee Committee
- ILEAS - Illinois Law Enforcement Alarm System
- OHS – Office of Homeland Security
- OMA – Open Meetings Act



Monthly Report to the Ford County Board
On Activities at the Highway Department
February, 2025

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

Engineering Division

- Entered Claims and Allotments to various County and Township funds.
- Worked on Township MFT Proposals.

Maintenance Division

- Performed Maintenance and Repair on County owned equipment.
- Took Delivery of Ford F-450 Truck.

County Engineer

- Worked with Drummer Township on Solar Farm Road Use Agreement.
- Worked on Plans for Brenton Township Bridge Replacement with Livingston County.
- Bridge work on Thawville Road (1900N) just East of IL 115 on Hold Due to Weather.
- Attended Highway Commissioners Meeting in Button Township.
- Attended County Engineers Meeting with IDOT in Ottawa.

FORD COUNTY PROBATION AND COURT SERVICES

Stats for January 2025

January of 2025

ADULTS:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Felony Cases	68	Active	89
Misdemeanors	28	Warrants	142
DUI Cases	23	TOTAL	231
Traffic Cases	0		
TOTAL	119		

JUVENILES:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Probation	4	Active	0
Cont'd Supervision	0	Inactive	1
Informal	0	TOTAL	1
Other	0		
TOTAL	4		

PUBLIC SERVICE:

<u>Adults</u>		<u>Juveniles</u>	
Cases	63	Cases	1
Hours	6465	Hours	75
TOTAL CASES:	64		
TOTAL HOURS:	6540		

RESTORATIVE JUSTICE / DIVERSION:

Intakes this month 0
 Cases reviewed this month 0
 Active Conference/Diversion Cases 0 Restorative Justice / Diversion 8

INVESTIGATIONS:

PSI's ordered 3 PSI's completed 2
 Record Checks completed 0

INTAKES:

Adults: 5 Juveniles: 0

ELECTRONIC MONITORING / GPS:

Adults: 0 Juveniles: 0

CONTACTS FROM POLICE AND / OR CLIENTS AFTER HOURS:

Police 3 Clients 30

HOME / SCHOOL VISITS CONDUCTED DURING THE MONTH:

Home: 8 School 4

RESTITUTION / COMMUNITY SERVICE COMPLETED:

Restitution collected this month 430.00

Community Service collected:

Adults: 10 Juveniles: 0

January 2024 (Same month last year)

ADULTS:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Felony Cases	70	Active	83
Misdemeanors	26	Warrants	145
DUI Cases	21	TOTAL	228
Traffic Cases	0		
TOTAL	117		

JUVENILES:

<u>Active Caseload</u>		<u>Administrative Cases</u>	
Probation	6	Active	4
Cont'd Supervision	0	Inactive	1
Informal	0	TOTAL	5
Other	0		
TOTAL	6		

PUBLIC SERVICE:

<u>Adults</u>		<u>Juveniles</u>	
Cases	60	Cases	5
Hours	7155	Hours	177
TOTAL CASES:	65		
TOTAL HOURS:	7332		

VIOLATIONS:

Adult: 6 Juveniles: 0

COMMUNITY MEETING ATTENDED THIS MONTH:

Ford County Board Meeting (outside regular hours)

Ford County Finance Meeting

ROSC Meeting

CMO Meeting

TRAININGS / PRESENTATIONS COMPLETED DURING THIS MONTH:

IPCSA 1/9, 1/16, 1/30

Youth Mental Health First Aid Training (AOIC)

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

<u>OFFICER CASELOAD</u>	<u>ADULTS</u>	<u>JUVENILES</u>	<u>PRETRIAL</u>
Jennifer Anderson	97	0	
Sarah Uden	16	0	
Ariel Brucker	49	0	
Mallory Lithgow	42	4	
Warrant Status	142	1	

INTAKES THIS MONTH:

<u>Adult:</u>		<u>Juvenile:</u>	
Felony Cases	4	Probation	0
Misdemeanors	1	Cont'd Supervision	0
DUI Cases	1	Informal	0
Traffic Cases	0	Other	0
TOTAL	6	TOTAL	0

CONFINEMENTS:

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

**FORD COUNTY SHERIFF'S OFFICE
JANUARY 2025
ACTIVITY SUMMARY REPORT**

INCOME RECEIVED

\$6,071.90 – Contracts	\$420.00 – Work Release
\$4,018.43 – Inmate phones	\$ 65.00 – Reports
\$ 510.00 – Seized/Forfeiture Fund	\$ 20.00 – Arrestee Medical Fund
\$ 504.00 – Civil Process	\$ 2.47 – Misc. Reimbursement

TOTAL FOR THE MONTH

\$11,611.80

FY25 TOTAL TO DATE

\$60,126.96

TRAFFIC ACCIDENTS- 08

WARNING CITATIONS-31

TRAFFIC CITATIONS-24

13 – Speeding	01 – Permit Unauthorized Person to Drive
03 –Suspended/Revoked Driver's License	01 – Suspended Registration
02 – Expired Registration	01 – Expired Driver's License
02 – Operate Uninsured Vehicle	01 – Disregard Stop Sign

CRIMINAL CITATIONS-04

01 – Pre-trial Release Violation	01 – Reckless Discharge of Firearm
01 – Illegal Possession of Automatic Weapon	01 – Illegal Possession of Weapon

FIELD INCIDENT/COMPLAINT REPORTS

23 – Motorist Assist	02 – Phone Scam	01 – Road Hazard
21 – Assisted other Agencies	02 – Lock out	01 – Fraud
16 – Investigation follow-up	02 – Harassment	01 – Custody Dispute
09 – Animal Complaint	02 – Security Alarm	01 – Burning Complaint
08 – Suspicious Vehicle	02 – Civil Complaint	01 – Burglary
06 – E911 hangup	02 – Theft	01 – Attempt to locate
05 – Welfare Check	01 – Trespassing	01 – Assist Public
04 – Domestic Trouble	01 – Property Standby	01 – Vehicle Pursuit
03 – Suspicious Activity/Person	01 – Man with Weapon	

CIVIL PROCESS ACTIVITY (SERVICES/ATTEMPTS)

Court Summons: 20/28 Warrants: 08

FORD COUNTY INMATES TOTAL FY25 MANDAYS TO DATE (1231)

Monthly Ford County Inmate Mandays: 631

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF LIVINGSTON, THE COUNTY OF FORD
AND THE COUNTY OF IROQUOIS FOR THE PROVISION OF
PUBLIC TRANSPORTATION

THIS AGREEMENT is entered into by and between the County of Livingston, the County of Ford and the County of Iroquois, hereinafter referred to as the “Participants”, for the provision of public transportation in said counties.

WITNESSETH:

WHEREAS, the Participants are units of local government within the meaning of Article VII of the Constitution of the State of Illinois and are authorized to enter into Intergovernmental Agreements pursuant to Article VII, §10 of said Constitution and the provisions of the Intergovernmental Cooperation Act, 5ILCS 220/1, et seq; and

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized areas; and

WHEREAS, Section 18 of the Federal Transit Act of 1991, makes funds available to help offset certain operating deficits of a system providing public transit service to non-urbanized areas; and

WHEREAS, pursuant to 30 ILCS 740/2-2.04 of the Downstate Public Transportation Act, funds have been allocated through the Illinois Department of Transportation “IDOT”, on behalf of and for the support of rural transportation in participating counties; and

WHEREAS, it is the mutual desire of the Participants, as approved by Resolution(s), that the County of Livingston be designated as the “Primary Recipient” with authority to apply for and accept State and Federal non-urban grant assistance under Section 5311 of the Federal Transit Act of 1991 (“Section 5311”) and the Illinois Downstate Operating Assistance Program (“DOAP”) through the Illinois Department of Transportation (“IDOT”) on behalf of and for the support of rural transportation in participating counties.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Livingston County shall be designated as the “Primary Recipient” and shall hereby have the authority to apply for and accept State and Federal non-urban grant assistance under Section 5311 of the Federal Transit Act of 1991 (“Section 5311”) and the Illinois Downstate Operating Assistance Program (“DOAP”) through the Illinois Department of Transportation (“IDOT”), as well as any other applicable grant available for the provision of public transportation.

2. As the Primary Recipient, Livingston County shall be responsible for the ensuring compliance with any and all program and grant requirements.
3. Livingston County shall be responsible for the hiring, employment, oversight, evaluation, including any disciplinary action and/or termination, of a Program Compliance Oversight Monitor "PCOM", the cost of which shall be borne by Livingston County for the term of this Intergovernmental Agreement, and shall count towards Livingston County's matching funds.
4. A Rural Transportation Committee shall be established with said Committee consisting of two voting representatives, appointed by the respective County Board Chairperson of each Participant, for a total of six members.
5. The Rural Transportation Committee shall be responsible for the review of necessary policies and procedures and procuring appropriate service contracts relative to the rural transportation program and shall make recommendation to the Livingston County Board for final approval.
6. The PCOM shall prepare and provide financial, operational, and any other reports deemed necessary, to the Rural Transportation Committee on a quarterly basis.
7. Each Participant shall be responsible for any and all local matching funds on behalf of their respective county; said matching funds may come from any allowable source including, but not limited to, service contracts, agency agreements, and/or county funds; matching fund requirements may be included within service provider agreements as deemed appropriate by the Rural Transportation Committee.
8. Services within each participating County may be limited by the amount of local matching funds available, however, the PCOM and selected service providers shall assist in securing local matching funds.
9. This Intergovernmental Agreement is binding upon the Participants, their successors and assigns.
10. The initial term of this Intergovernmental Agreement shall be from the first date executed below and shall continue until June 30, 2028, unless an extension agreement is approved by all Participants by no later than June 30, 2027.
11. Each Participant shall have the right to terminate this agreement by providing a Notice of Intent to Terminate to all Participants in writing at least eighteen months in advance of said termination.
12. This Agreement or any part thereof may be renegotiated where changes are required by State or Federal law, rules, regulations or court action, or when the Participants agree that a new Intergovernmental Agreement would meet their particular needs.

13. If any section, sentence, clause, phrase, or portion of this Intergovernmental Agreement is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Agreement. It is hereby declared the intent of the Participants that this Agreement shall remain valid and enforceable, notwithstanding the invalidity of any part hereof.

14. Each of the parties hereto represent and warrant that the officers executing this Agreement for and on behalf of such party are fully authorized and empowered by the governing body of such party to make, execute and deliver this Agreement for and on behalf of such party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement.

PARTICIPANTS:

Approved by the Ford County Board on the _____ day of _____, 2025.

Ford County Board Chair

ATTEST: _____
Ford County Clerk & Recorder

Approved by the Iroquois County Board on the _____ day of _____, 2025.

Iroquois County Board Chair

ATTEST: _____
Iroquois County Clerk & Recorder

Approved by the Livingston County Board on the _____ day of _____, 2025.

Livingston County Board Chair

ATTEST: _____
Livingston County Clerk & Recorder

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR PARTICIPATION IN THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK (IPWMAN)

WHEREAS, the Illinois Public Works Mutual Aid Network (IPWMAN) was organized beginning in 2009 to coordinate mutual aid. The system is designed to facilitate all levels of mutual aid from day-to-day non-emergent sharing of resources to major incidents and disasters requiring significant deployment of resources; and

WHEREAS, since the last revision of the master IPWMAN intergovernmental agreement IPWMAN has grown exponentially to its current composition of over 400 Illinois member agencies; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves, with the State, with other States and their units of local government, and with the United States to obtain and share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or ordinance; and to further contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the "Intergovernmental Cooperation Act", 5 ILCS 220/1 et seq., provides that any power or powers, privileges, or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including units of local government from another state; and

WHEREAS, Section 5 of the "Intergovernmental Cooperation Act", 5 ILCS 220/5, provides that any one or more public agencies may contract with any one or more public agencies to perform any governmental service, activity or undertaking which any of the public agencies entering into the contract is authorized by law to perform, provided that such contract shall be authorized by the governing body of each party to the contract; and

WHEREAS, the Mayor/President and the Council/Board of Trustees of Ford County have determined that it is in the best interests of this unit of local government and its residents to enter into the Illinois Public Works Mutual Aid Network Agreement to secure to each the benefits of public works mutual aid and assistance.

NOW, THEREFORE, BE IT RESOLVED by the Mayor/President and Council/Board of the Ford County, Illinois as follows:

SECTION ONE: INCORPORATION OF RECITALS That the recitals set forth above are incorporated here by reference.

SECTION TWO: APPROVAL OF AGREEMENT That the Illinois Public Works Mutual Aid Network Agreement is hereby approved, and the Mayor/President and the Clerk/Secretary be and are hereby authorized and directed to execute the Illinois Public Works Mutual Aid Network Agreement, a copy of which is attached hereto as Exhibit A and made a part hereof.

SECTION THREE: REPEALER All prior ordinances, resolutions or motions, or parts of ordinances, resolutions, or motions in conflict with any of the provisions of this Resolution shall be, and the same are hereby repealed to the extent of the conflict.

SECTION FOUR: SEVERABILITY This Resolution and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this Resolution.

SECTION FIVE: EFFECTIVE DATE This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

ADOPTED this 10 day of February, 2025, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

Title: County Board Chairman

ATTEST:

County Clerk

An Intergovernmental Agreement Providing for Membership in the Illinois Public Works Mutual Aid Network Agreement

This Intergovernmental Public Works Agreement (hereinafter "Agreement") is entered into by and among Ford County ("Participating Agency") and the other participating public agencies that have also executed this Agreement (collectively, the "Parties" and individually a "Party").

WHEREAS, by executing this Agreement, Participating Agency has manifested its intent to participate in the program for mutual aid and assistance, hereinafter entitled the "Illinois Public Works Mutual Aid Network (IPWMAN)"; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10 and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., (hereinafter "Act") authorize units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

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

WHEREAS, the Act provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government including a unit of local government from another state; and

WHEREAS, the Parties may voluntarily agree to participate in mutual aid and assistance activities conducted pursuant to IPWMAN and the Interstate Emergency Management Assistance Compact (EMAC); and

WHEREAS, the Parties eligible to voluntarily participate in IPWMAN include, without limitation: municipalities, township road districts, unit road districts, county highway departments, public water agencies and public wastewater agencies or any other public agency, as defined by the Act, that performs a public works function; and

WHEREAS, the Parties are units of local government as defined by the Constitution of the State of Illinois and public agencies as defined by the Act; and

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

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

WHEREAS, the Parties may also provide mutual aid and assistance to one another on a day-to-day basis during non-emergencies pursuant to this Agreement; and

NOW, THEREFORE, the Parties agree as follows:

SECTION I: PURPOSE

IPWMAN is hereby established to provide a method whereby a Party in need of mutual aid assistance may request aid and assistance from the other Parties in the form of personnel, equipment, materials or other associated services as necessary. The purpose of this Agreement is to formally document such a program.

SECTION II: DEFINITIONS

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

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

B. "*AID AND ASSISTANCE*" includes, but is not limited to, personnel, equipment, facilities, services, materials and supplies and any other resources needed to provide mutual aid response during disasters and non-emergency situations, including training exercises to prepare for situations requiring mutual aid and assistance.

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

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

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

F. "*DISASTER*" means a calamitous incident threatening loss of life or significant loss or damage to property, including, but not limited to flood, winter storm, hurricane, tornado, dam break, or other naturally-occurring catastrophe or man-made, accidental, military, or paramilitary incident, or biological or health disasters or a natural or manmade incident that is, or is likely to be, beyond the

control or resources of the services, personnel, equipment and facilities of a Party that requires assistance under this Agreement, and may be coordinated through the appropriate local accredited/certified Emergency Management Agency coordinator.

G. "*IPW/MAN*" is the acronym for the Illinois Public Works Mutual Aid Network.

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

I. "*GENERAL MUTUAL AID*" means aid and assistance provided during non-emergency conditions.

J. "*MUTUAL AID RESOURCE LIST*" means the list of the equipment, personnel and other resources that each Party has available for the provision of aid and assistance to other Parties. This list shall be periodically updated in accordance with the Operational Plan as approved by the Board of Directors, or its designee.

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

L. "*PARTY*" means an Agency which has adopted and executed this Agreement.

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

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

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

SECTION III: RESPONSIBILITY OF PARTIES

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

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

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

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

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

SECTION IV: ANNUAL REVIEW

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

SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE

The Board of Directors will promulgate and regularly update procedures for requesting assistance through the IPWMAN Operational Plan.

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

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

SECTION VII: SUPERVISION AND CONTROL

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

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

personnel through the IPWMAN Operational Plan.

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

The Board of Directors will promulgate and regularly update procedures for length of time for aid and assistance, renewability, and recall through the IPWMAN Operational Plan.

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

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

SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST

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

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

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

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

E. *REIMBURSEMENT OF COSTS* - Equipment, personnel, materials, supplies and/or services provided pursuant to this Agreement shall be at no charge to the Requesting Agency, unless the aid and assistance is requested for more than five (5) calendar days. If aid and assistance is requested for more than five (5) calendar days, the Responding Agency may submit an itemized invoice to the Requesting Agency seeking reimbursement of the cost incurred for personnel, traveling employees, equipment, materials and supplies. If aid and assistance is requested from the State of Illinois to be activated as a State asset, the Responding Agency will be reimbursed for

personnel, materials, supplies and equipment from the first day of the response to the event by the State of Illinois. Materials and supplies will be reimbursed at the cost of replacement of the commodity. Personnel will be reimbursed at Responding Agency rates and equipment will be reimbursed at an appropriate equipment rate based upon either pre-existing locally established rates, the Federal Emergency Management Agency Equipment Rate Schedule or that published by the Illinois Department of Transportation. In the event that there is no such appropriate equipment rate as described above, reimbursement shall be at the actual cost incurred by the Responding Agency.

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

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

SECTION XI: WORKERS' COMPENSATION

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

SECTION XII: INSURANCE

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

SECTION XIII: INDEMNIFICATION

Each Party hereto agrees to waive all claims against all other Parties for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement but only if such claim is not a result of gross negligence or willful misconduct by another Party or its personnel.

Each Party requesting aid pursuant to this Agreement hereby expressly agrees to hold harmless, indemnify and defend the Responding Agency and its personnel from any and all claims, demands, liability, losses, suits in law or in equity which are made by a third party provided, however, that all employee benefits, wage and disability payments, pensions, worker's compensation claims, damage to or destruction of equipment and clothing, and medical expenses of the Party rendering aid or its employees shall be the sole and exclusive responsibility of the Responding Agency; and further provided that such claims made by a third party are not the result of gross negligence or willful misconduct on the part of the Responding Agency. This indemnity shall include attorney fees and costs that may arise from providing aid pursuant to this Agreement.

SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID

The rendering of assistance under the terms of this Agreement shall not be mandatory under any circumstances, including, without limitation, that the local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

No liability of any kind or nature shall be attributed to or be assumed, whether expressly or implied, by a party hereto, its duly authorized agents and personnel, for failure or refusal to render aid. Nor shall there be any liability of a party for withdrawal of aid once provided pursuant to the terms of this Agreement.

SECTION XV: NOTICE OF CLAIM OR SUIT

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

SECTION XVI: AMENDMENTS

Any member may propose amendment of this Agreement. Proposed amendments to this Agreement shall be submitted to the Board of Directors. Amendments approved by majority vote of the Board of Directors will be sent to the members for consideration at a duly called meeting held at least 45 days after the Secretary, or designee, has sent the proposed amendment by paper document or electronically to each member. Any proposed amendment receiving the affirmative vote of at least three-fifths (60%) of the members present at the meeting shall be sent to the membership for adoption by the governing body of each member. Failure of a member's governing body to adopt any amended agreement within 120 days of receipt of the proposed amended agreement will signify a Party's withdrawal from the Agreement.

SECTION XVII: ADDITIONAL PARTIES

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

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

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

SECTION XVIII: NOTICES

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

SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION

The initial term of this Agreement shall be one (1) year from its effective date. Thereafter, this Agreement shall automatically renew for additional one-year terms commencing on the anniversary of the effective date of this Agreement. Any Party may withdraw from this Agreement at any time by giving written notification to the Board of Directors. The notice shall not be effective until ninety (90) days after the notice has been served upon the Board of Directors by First Class mail. A Party's withdrawal from this Agreement shall not affect that Party's liability or obligation incurred under this Agreement prior to the date of withdrawal. This Agreement shall continue in force and effect as to all other Parties until such time as a Party withdraws. Failure to adopt any amended agreement within one hundred and twenty (120) days of said amended agreement will signify a Party's withdrawal from the Agreement pursuant to Section XVI of this Agreement. Any Party that fails to meet its obligations in accordance with this Agreement or the IPWMAN bylaws may have its participation in IPWMAN terminated by a two-thirds vote of the Board of Directors pursuant to 2.4 of the IPWMAN by-laws.

SECTION XX: HEADINGS

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

SECTION XXI: SEVERABILITY

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

SECTION XXII: EFFECTIVE DATE

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

SECTION XXIII: WAIVER

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

SECTION XXIV: EXECUTION OF COUNTERPARTS

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

SECTION XXV: PRIOR IPWMAN AGREEMENTS

All prior IPWMAN agreements for mutual aid and assistance between the Parties hereto are suspended and superseded by this Agreement. It is specifically understood and agreed that this Agreement is intended to reorganize IPWMAN's governing structure to a Board of Directors of the Intergovernmental Agency rather than of a not-for-profit corporation as provided in the By-Laws attached to this Agreement as Exhibit A. The By-Laws are specifically incorporated here by reference. All prior acts of the Board of Directors are hereby declared to be those of IPWMAN, an Intergovernmental Agency.

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

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

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

Signature Page

Approved and executed this 10th day February of 2025.

For the Agency (Insert Name): Ford County

By: _____

Its: County Board Chairman

Attest

By: _____

Its: County Clerk

APPROVED

On behalf of the Illinois Public Works Mutual Aid Network

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

By: _____

Vince Kilcullen
President, IPWMAN Board of Directors

Attest: _____

Joe Cronin
Secretary, IPWMAN Board of Directors

Approved by the IPWMAN Interim Board of Directors on September 17, 2008. Amended by the IPWMAN Interim Board of Directors on August 19, 2009. Amended by the IPWMAN Board of Directors on June 16, 2010. Amended by the IPWMAN Board of Directors on October 22, 2024.

Interagency Agreement Regarding Emergency Dispatching, Communications and Other Services

Whereas the Ford County Sheriff's Office and Recipient(s) are empowered to provide emergency communications services to the citizens within their respective jurisdictions and may, therefore enter into an Interagency Agreement with one another and with other public agencies to perform such services; and,

Whereas, the Ford County Sheriff's Office has an emergency communications dispatch center and systems capable of providing emergency communications services to law enforcement agencies, fire departments, fire districts and emergency medical services providers within Ford County and beyond; and,

Whereas the Ford County Sheriff's Office and the parties to this agreement believe emergency dispatch and communications services as well as other services would be best served by being managed through the Ford County Sheriff's Office and "Oversight Board"; and,

Whereas, Paxton Police Department, Gibson City Police Department, Ford County E911 Board, Gibson Area Hospital and Ambulance Services, Ford County Area Fire Departments, (herein called the "Oversight Board") desires to obtain emergency dispatch and emergency communications services from the Ford County Sheriff's Office Telecommunications Center; and,

Whereas the parties hereto recognize that it is in the best interests of the citizens within their respective jurisdictions and in the furtherance of the health, safety, and welfare of the citizens to have a unified emergency dispatch and communications system having the advantage of economies of scale; and,

Whereas the governing body of each party has resolved, agreed, or ordained that this interagency agreement may be entered into.

Now, therefore, in consideration of the mutual covenants contained herein, it is hereby agreed as follows:

I) Definitions

Ford County Telecommunications Center: To be administered by this agreement.

There shall be an Oversight Board composed of seven (7) persons as follows:

1. The Gibson City Police Chief or Designee
2. The Paxton Police Chief or Designee
3. The Ford County E911 Director or Designee
4. The Gibson Area Ambulance Director or Designee
5. A Fire Department Representative
6. A Ford County Board Member
7. The Ford County Sheriff

II) Functions and Authority of the Oversight Board

1. The Ford County Sheriff shall be the permanent chairperson of the Oversight Board.
2. A quorum for the Oversight Board shall consist of five (5) members.
3. The Oversight Board shall meet at least two (2) times annually and appoint a secretary who shall keep good and sufficient minutes of the meetings.
4. Conduct a bi-annual performance review of the Ford County Telecommunications Center.
5. Evaluate and make recommendations to the Ford County Sheriff concerning policies and procedures of the Ford County Telecommunications Center.
6. Evaluate and make recommendations to the Ford County Sheriff concerning development, programming, operational and personnel policies and equipment usage.
7. Oversight Board may call a special meeting at any reasonable time to address recipient concerns involving the Ford County Telecommunications Center.
8. Any increase in funds for dispatch services imposed by Ford County towards the recipients must be approved by the Oversight Board by a two-thirds (2/3) majority vote.

III) Admission of New Recipients

Public safety entities that are not recipients under this agreement may be added to this agreement as recipients upon meeting any terms and conditions as determined by the Oversight Board.

IV) Duration and Termination

Except as otherwise specifically provided herein, any party to this agreement may withdraw from the Oversight Board upon at least one (1) year written notice to the Oversight Board. Said termination must be received by December 1st of the year prior to the termination effective on December 1st of the following year.

V) Amendments

This agreement may be amended at any time by the majority action of the Oversight Board and ratified by the majority of the legislative bodies of all Parties of this agreement.

VI) Severability

If a provision of this agreement of application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the agreement, which can be given effect without invalid provision or application, and to this end, the provisions of the agreement are declared to be severable.

VII) Execution of Agreement

Each party to this agreement may bind itself with all other parties to this agreement to form the Oversight Board by signing a duplicate original to the Oversight Board. It is understood that such execution shall not require that one original agreement be signed by all parties to this agreement, but that there will be several duplicate originals signed by each party to this agreement. The purpose of this provision is to facilitate the signing of this agreement and to avoid undue delay in the execution of this agreement. This agreement, however, shall be executed on behalf of each member by its authorized representative and pursuant to the appropriate motion, resolution or ordinance of each local government or other entity as the case may be. Each party to this agreement shall be bound to it as of the date it is signed by that member.

VIII) Indemnity Agreement

Each party to this agreement agrees to hold harmless and indemnify the other parties to this agreement for loss or damage of any nature arising from provision of law enforcement, fire, medical aid services and/or equipment by each party's employees or agents in aid of any other party. Specifically, action under the direction and control of a party to this agreement shall be interpreted solely as direct control of actions by the party receiving the aid. Otherwise, the primary commissioning agency remains liable or responsible for the actions of its employees or agents.

IX) Compensation

In consideration for providing emergency communications services, **Gibson Area Ambulance Service** shall pay the sum of \$25,000.00 to the Ford County Sheriffs' Office located at 235 N. American Street, Paxton, IL 60957 in equal monthly installments of \$2,083.34, due, and payable without demand by the 15th of each month. Recipients may also choose to pay one lump sum of \$25,000.00 on or about December 01, 2024.

FORD COUNTY SHERIFF

BY: _____

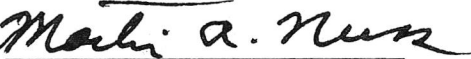


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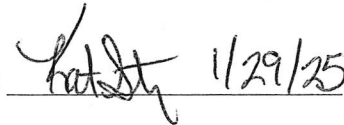


HOSPITAL BOARD PRESIDENT

BY: _____

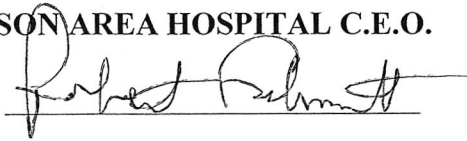


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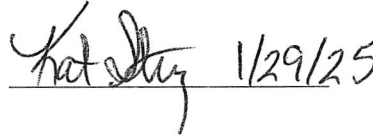


GIBSON AREA HOSPITAL C.E.O.

BY: _____



ATTEST: _____



FORD COUNTY BOARD

BY: _____

ATTEST: _____