

The February 23, 2021 meeting of the Honorable Clay County Board was called to order at 6:00 p.m. by Sheriff Andy Myers.

The pledge to the flag was led by Sheriff Andy Myers.

The blessing was led by Ted Whitehead.

The roll was called:

Present: Joe Goodman, Chairman, Ted Whitehead, Brad Harris via Zoom, Janice Brooks, Jeremy Wildbur, Tara Bangert, Chris Rinehart, Terry Hronec, David Johnson, Joe Gilliland, Mary McCollough, Barb McGrew via Zoom.

Absent: John Bayler, Shannon French.

Motion by Ted Whitehead, seconded by Joe Gilliland, to approve the County Board minutes of January 12, 2021. Motion Carried, Voice Action.

Motion by Jeremy Wildbur, seconded by Tara Bangert, to approve the action of the Claims Committee. Motion Carried. Roll call. Y-12 N-0

The 911 Report was provided to board members in the agenda packet.

Krista McLaren, Kemper CPA, presented the FY 2020 audit to the board, offering a clean audit opinion. McLaren provided a report presentation summary.

Motion by Chris Rinehart, seconded by Janice Brooks, to approve a Public Transportation Agreement with C.E.F.S. Motion Carried, Voice Action.

## Ordinance

ORDINANCE NUMBER 2021-001  
AN ORDINANCE TO PROVIDE FOR PUBLIC TRANSPORTATION  
IN CLAY COUNTY, ILLINOIS for Fiscal year 2022, beginning on July 1, 2021 and ending on June 30, 2022.

Whereby, public transportation is an essential public purpose for which public funds may be expended under Article 13, Section 7 of the Illinois Constitution; and

WHEREAS, CLAY County wishes to provide public transportation for its citizens and become eligible for grants from the State of Illinois or any department or agency thereof, from any unit of local government, from the Federal government or any department or agency thereof; and

WHEREAS, Illinois Compiled Statutes 740/2-1 et seq. authorizes a county to provide for public transportation within the CLAY County limits;

NOW, THEREFORE, BE IT ORDAINED by the Chairman and the County Board of CLAY County that:

Section 1. Shelby County shall hereby provide public transportation within the county limits.

Section 2. The County Clerk of the County of CLAY shall file a certified copy of this Ordinance, within sixty days after passage of this ordinance.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval, as required by law.

Section 4. That the County Board Chairman of Shelby County is hereby authorized and directed to execute and file on behalf of CLAY County a Grant Application to the Illinois Department of Transportation.

Section 5. That County Board Chairman of Shelby County is hereby authorized and directed to execute and file on behalf of CLAY County all required Grant Agreements with the Illinois Department of Transportation.

APPROVED by the Chairman of the CLAY County Board, this 23rd day of February 2021 and deposited and filed in the office of the CLAY County Clerk of said County on that date.

Elected Board Members 14

PRESENT 12

AYE 12

NAY 0



Clerk of CLAY County, Illinois



Chairman of CLAY County, Illinois

Motion by Mary McCollough, seconded by Jeremy Wildbur, to approve an Intergovernmental Agreement with C.E.F.S. Motion Carried, Voice Action.

## Intergovernmental Agreement

This Agreement is entered into by and between the County of Shelby and the counties of Fayette, Clay, Moultrie, Montgomery, and Christian, (hereinafter referred to as the "Participants") for the provision of public transportation in said counties.

WHEREAS, Participants have applied for a grant pursuant to Section 5311 of the Federal Transit Act of 1991 and the Downstate Public Transportation Act (30ILCS 740/2-1 *et seq.*) in order for financial assistance to be made available for public transportation programs in rural and small urban areas within Shelby, Fayette, Clay, Moultrie, Montgomery, and Christian Counties; and

WHEREAS, it is the mutual desire of the Participants that the County of Shelby be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas for the administration and distribution of Federal Section 5311 and Downstate Public Transportation funds.

And WHEREAS, Illinois Compiled Statutes 740/2-1 *et seq.* authorizes a county to provide for public transportation within the county limits;

### WITNESSETH:

1. The County of Shelby shall be designated as the "Primary Participant" pursuant to Section 601.105(b) of the Illinois Department of Transportation Regulations for Public Transportation Assistance to Programs in Non-Urbanized Areas providing for the administration and distribution of Federal Section 5311 and Downstate Public Transportation Act funds.
2. It shall be the responsibility of the Primary Participant to receive all Section 5311 Funds from the Illinois Department of Transportation pursuant to said Department's agreements with the Participants.
3. The Primary Participant shall disburse said funds to C.E.F.S. Economic Opportunity Corporation a not-for-profit corporation, the service provider under the terms and conditions of said agreements.
4. Delivery of services by service provider shall be made in accordance with agreements entered into by service provider with the Primary Participant.
5. Participants are not responsible to the service provider for any local matching funds but may provide match as desired.
6. That the terms of this Agreement will be effective for the twelve-month grant period.
7. Any revision of this Agreement must be agreed to by the Participants as evidenced by an addendum signed by the authorized representative of each.
8. 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 Participants agree that a new intergovernmental agreement would meet their particular needs.

9. This Intergovernmental agreement is binding upon the Participants, their successors and assigns.
10. 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 the 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.
11. That only one original copy of this Intergovernmental Agreement shall be signed and executed by Participants and that any photocopies of the executed Intergovernmental Agreement shall be deemed to be duplicate originals.
12. The term of this agreement shall be for the Grant Fiscal year of July 1, 2021 to June 30, 2022 and will be submitted for approval annually.

COUNTY OF SHELBY, a body political and corporate

By: \_\_\_\_\_  
Chairperson, Shelby County Board

ATTEST:

\_\_\_\_\_  
Shelby County Clerk

COUNTY OF CLAY, a body political and corporate

By: \_\_\_\_\_  
Chairperson, Clay County Board

ATTEST:

\_\_\_\_\_  
Clay County Clerk

Jeff Workman presented the Clay County Health Department Board of Health Report via Zoom. The report was provided in board members agenda packets. Mary McCollough commented that Jeff and staff have done an excellent and efficient job with the vaccine process.

Sheriff Andy Myers presented the January Sheriff Report and discussed Criminal Justice Reform that was just passed in the State of Illinois.

Treasurer, Jana Tolliver, presented the monthly treasurer report to the board.

Motion by Janice Brooks, seconded by Jeremy Wildbur, to approve the Illinois Public Works Mutual Aid Network Ordinance. Motion Carried, Voice Action.

Clay County Highway Department



Darin A. Koelm, P.E.  
14464 Highway 45 South  
Louisville, IL 62858

Clay County Engineer  
Phone: 618-665-3346  
Fax: 618-665-3347  
Email: claycohwydept@wabash.net

ORDINANCE NO.

2021-002

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

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

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

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

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

NOW, THEREFORE, BE IT ORDAINED by the Chairman & the County Board of Clay County of the, County, Illinois as follows:

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

APPROVED this day 23rd day of February of, 2021, by a roll call vote as follows:

AYES: 12  
NAYS: 0  
ABSENT: 2

[Signature] (Authorized Signature)

ATTEST:

[Signature] (Authorized Signature)

Motion by Ted Whitehead, seconded by Mary McCollough, to approve the Illinois Public Works Mutual Aid Network Agreement. Motion Carried, Voice Action.

## **Illinois Public Works Mutual Aid Network Agreement**

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

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

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

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

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

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

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

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

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

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

## **SECTION I: PURPOSE**

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

## **SECTION II: DEFINITIONS**

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

### **SECTION III: RESPONSIBILITY OF PARTIES**

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

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

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

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

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

**SECTION IV: ANNUAL REVIEW**

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

**SECTION V: PROCEDURES FOR REQUESTING ASSISTANCE**

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

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

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

**SECTION VII: SUPERVISION AND CONTROL**

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

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

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

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

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

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

**SECTION IX: DOCUMENTATION OF COST & REIMBURSEMENT OF COST**

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

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

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

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

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

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

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

**SECTION XI: WORKERS' COMPENSATION**

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

**SECTION XII: INSURANCE**

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

**SECTION XIII: INDEMNIFICATION**

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

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

**SECTION XIV: NON-LIABILITY FOR FAILURE TO RENDER AID**

The rendering of assistance under the terms of this Agreement shall not be mandatory if local conditions of the Responding Agency prohibit response. It is the responsibility of the Responding Agency to immediately notify the Requesting Agency of the Responding Agency's inability to respond; however, failure to immediately notify the Requesting Agency of such inability to respond shall not constitute evidence of noncompliance with the terms of this section and no liability may be assigned.

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

**SECTION XV: NOTICE OF CLAIM OR SUIT**

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

**SECTION XVI: AMENDMENTS**

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

**SECTION XVII: ADDITIONAL PARTIES**

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

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

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

**SECTION XVIII: NOTICES**

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

**SECTION XIX: INITIAL TERM OF AGREEMENT; RENEWAL; TERMINATION**

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

**SECTION XX: HEADINGS**

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

**SECTION XXI: SEVERABILITY**

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

**SECTION XXII: EFFECTIVE DATE**

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

**SECTION XXIII: WAIVER**

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

**SECTION XXIV: EXECUTION OF COUNTERPARTS**

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

**SECTION XXV: PRIOR IPWMAN AGREEMENTS**

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

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

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

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

Approved and executed this 23<sup>rd</sup> day of February, 2021

For the Agency

By: [Signature]  
Attest: [Signature]

APPROVED (as to form):

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

On behalf of the Illinois Public Works Mutual Aid Network

Approved and executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
President of IPWMAN Board of Directors

Attest: \_\_\_\_\_  
IPWMAN Secretary/Treasurer

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

Clay County Engineer, Darin Koelm, presented the Highway Department Report.

Motion by Janice Brooks, seconded by Ted Whitehead, to approve the hospitals FY 2022 budget that was presented by Bob Sellers. Motion Carried. Roll call. Y-12 N-0

Motion by Jeremy Wildbur, seconded by David Johnson, to approve the hospital banking resolution changing names for County Chairman and Vice Chairman. Motion Carried. Roll call. Y-11 N-0  
Abstained-1



**COUNTY HOSPITAL AUTHORIZATION RESOLUTION**

I, Amy Britton, certify that I am the Clerk of the County of Clay under the laws of the State of Illinois, County of Clay, Federal I.D. Number 37-6000605, engaged in business under the trade name of Clay County Hospital, and that the Resolutions on this document are a correct copy of the Resolution adopted at a meeting of the Clay County Board duly and properly called and held on February 23, 2021. These resolutions appear in the minutes of this meeting and have not been rescinded or modified.

**AGENTS**

Any person listed below as an Agent, subject to any written limitation, is authorized to exercise the powers granted as indicated below:

**Name and Title of Person**

- A. Robert Sellers, President
- B. Jennifer Venable, Chief Financial Officer
- C. Designated Alternate, Carrie Miller, Director of Nursing  
Designated Alternate, Clay County Board Chairman, Joe Goodman  
Designated Alternate, Clay County Board Member, Barb McGrew

**POWERS GRANTED**

(Attach one or more Agents to each power by placing the letter corresponding to their name in the area before each power. Following each power indicate the number of Agent signatures required to exercise the power.)

		Indicate number of signatures required
<u>N/A</u>	(1) Exercise all of the powers listed in this Resolution	_____
<u>ABC</u>	(2) Open any deposit or share account(s) in the name of the County Hospital	<u>2</u>
<u>ABC</u>	(3) Endorse checks and orders for the payment of money or transfer funds on deposit with this Financial Institution	<u>2</u>
<u>ABC</u>	(4) Sign, execute and deliver promissory notes or other evidence of indebtedness after Board approval of borrowing	<u>2</u>
<u>ABC</u>	(5) Open, close and renew certificates of deposit and investment accounts upon maturation	<u>2</u>
<u>ABC</u>	(6) Sign accounts payable and payroll checks	<u>2</u>
<u>ABC</u>	(7) Implement cash management process that is approved	<u>2</u>

**BANKING INSTITUTIONS AND ACCOUNT INFORMATION**

This Resolution shall apply to the following banking institutions and accounts:

<b>BANK</b>	<b>ACCOUNT #</b>	<b>SIGNORS' NAMES</b>	<b>TITLES</b>
Flora Bank & Trust (Operating Account)	2088673	Robert Sellers Jennifer Venable	President CFO
Flora Bank & Trust (Payroll Account)	2105052	Robert Sellers Jennifer Venable	President CFO
Flora Bank & Trust (Ambulance Account)	2051240	Jana Tolliver Amy Britton	Treasurer County Clerk
Flora Bank & Trust (Funded Depreciation)	2082832	Robert Sellers Jennifer Venable	President CFO
U. S. Bank (Employee Flex Account)	199701507840	Robert Sellers Jennifer Venable	President CFO
Flora Banking Company		Robert Sellers Jennifer Venable	President CFO
Flora Bank & Trust		Robert Sellers Jennifer Venable	President CFO
Edward Jones		Robert Sellers Jennifer Venable	President CFO
Marion County Savings Bank		Robert Sellers Jennifer Venable	President CFO

**EFFECT ON PREVIOUS RESOLUTIONS**

This Resolution supersedes any and all prior Resolution heretofore made.

**CERTIFICATE OF AUTHORITY**

I further certify that the Clay County Board of the County of Clay, has, at the time of the adoption of this Resolution had, full power and lawful authority to adopt the foregoing resolutions and to confer the powers granted to the persons named who have full power and lawful authority to exercise the same on behalf of Clay County Hospital.

X The County of Clay is a unit of local government, and Clay County Hospital is a county hospital.

**The Board of the County of Clay resolves that:**

1. The Financial Institution is designated as a depository for the funds of the County Hospital and to provide other financial accommodations as indicated in this Resolution.
2. This Resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Board and certified to the Financial Institution as governing the operation of this County Hospital's account(s), are in full force and effect, until the Financial Institution receives and acknowledges and express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.
3. The signature of the Clay County Board Chairman and County Clerk on this Resolution is conclusive evidence of their authority to act on behalf of the County Hospital. Any Agent, so long as they act in a representative capacity as agents of the County Hospital, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the power indicated on page one, from time to time with the financial institution, subject to any restriction on this Resolution or otherwise agreed to in writing.
4. All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings on behalf of the County Hospital with the Financial Institution prior to the adoption of this Resolution are hereby ratified, approved and confirmed.
5. The Clay County Board agrees to the terms and conditions of any account agreement, properly opened by an authorized agent of the County Hospital. The Clay County Board authorizes the Financial Institution, at any time, to charge the Clay County Hospital for all checks, drafts, or other orders, for the payment of money that are drawn on the Financial Institution so long as they contained the required number of signatures for that purpose.
6. The Clay County Board acknowledges and agrees that the Financial Institution may furnish, at its discretion, automated access devices to Agents of the County Hospital to facilitate those powers authorized by this Resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM) and debit cards.
7. The Clay County Board acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this Resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signature on file with the Financial Institution, personal identification

numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this Resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Clay

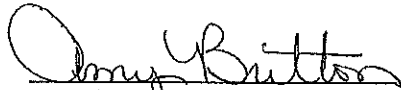
County Board authorizes each Agent to have custody of the Clay County Hospital's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

DATED this 23<sup>rd</sup> day of February, 2021.

BOARD OF CLAY COUNTY, ILLINOIS,

By:   
JOE GOODMAN, CHAIRMAN

ATTEST:

  
AMY BRITTON,  
Clay County Clerk

Clay County Hospital President, Bob Sellers, presented the hospital report.

Motion by Ted Whitehead, seconded by Jeremy Wildbur, to approve the following Medical Staff Credentials:

Initial Appointment:

Kevin Neal, MD, Courtesy Radiology

Tisha Singer, MD, Courtesy Radiology

Shamlan Sheikh, MD, Courtesy Hospitalist

Muhammad Khalid, MD, Courtesy Hospitalist

Provisional:

Scott Arbaugh, MD, Courtesy Psychiatry

Elizabeth Kraus, NP, Courtesy Emergency

Matthew Treaster, MD, Courtesy Telemedicine Emergency

Behrad Golshani, MD, Courtesy Radiology

Reappointment:

Derek Storck, NP, Specified Professional Affiliate

Joseph Spraul, MD, Courtesy Ophthalmology

Alexander Ryan, MD, Courtesy Radiology

Louba Laurie, MD, Courtesy Radiology

Michael Delacruz, MD, Courtesy Pulmonology

Ravneet Riar, MD, Courtesy Pulmonology

Abdulmonam Ali, MD, Courtesy Pulmonology

Motion Carried, Voice Action.

Chairman Goodman read the resignation letter of Shannon French, District A, effective February 2, 2021.

Chairman Goodman then announced the Declaration of Vacancy in Office for District A.

**DECLARATION AND NOTICE OF VACANCY IN OFFICE**

In accordance with the provisions of Chapter 10, Act 5, Section 25-11 of the Illinois Compiled Statutes, the County Board of Clay County, Illinois, a county which is not a home rule unit, hereby declares that a vacancy exists in the office of County Board, District A, due to the resignation of Shannon French, effective February 2, 2021.

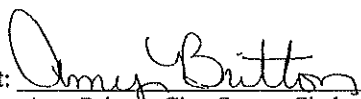
The County Clerk is hereby directed to give a written notice to the county central committee of each established political party of such vacancy by providing each committee with a copy of this Declaration and Notice of Vacancy in Office.

Notice is hereby further given that such vacancy shall be filled within 60 days by appointment of the Chairman of the County Board with the advice of the County Board, in accordance with the statutory requirements.

Dated this 23rd day of February, 2021.

Board of Clay County, Illinois

By: \_\_\_\_\_  
Joe Goodman, Chairman

Attest:  \_\_\_\_\_  
Amy Britton, Clay County Clerk

Motion by Chris Rinehart, seconded by Ted Whitehead, to approve the appointment of Jacob Martin to the Clay County Housing Board for a four year term ending December 10, 2025. Motion Carried, Voice Action.

February 9, 2021

Clay County Housing Authority  
201 South Locust Street  
Flora, Illinois 62839

Gentlemen:

Pursuant to the provisions of Section 3 of the Housing Authority Act of the State of Illinois, approved and in force the 19<sup>th</sup> day of March, 1934, as amended, and by virtue of my office as chairperson of the Clay County Board, I hereby reappoint:

Mr. Jacob Martin

Residence Address: 5240 Tower Road


Town: Clay City, Illinois

Official position and occupation, if any: Housing Authority Board Member

As a Commissioner of the Clay County Housing Authority for the term ending December 10, 2025.

I hereby certify that the person named above resides at the place indicated herein, within the County of Clay, that he is a citizen of the United States, and that he does not hold public office, except as indicated above.

IN WITNESS THEREOF, I have hereunto signed my name as Chairperson of the Clay County Board and caused the official corporate seal of the said County of Clay to be impressed hereon this 9<sup>th</sup> day of February, 2021.

  
\_\_\_\_\_  
Joe Goodman - Chairperson

(SEAL) CLAY COUNTY BOARD

ATTEST:

  
\_\_\_\_\_  
Amy Britton - County Clerk

Appointment not valid unless signed and seal affixed



Motion by Joe Gilliland, seconded by Mary McCollough, to approve the recognition of the tourism bureau. Illinois as our state certified tourism bureau for the fiscal year 2022. Motion Carried, Voice Action.

Chairman Goodman discussed forming a committee for enterprise zone. This will be further discussed at the next meeting.

Motion by Jeremy Wildbur, seconded by Janice Brooks, to adjourn at 7:35 p.m. Motion Carried, Voice Action.

PAID CLAIMS

1. ADP	PAYROLL FEES	939.35
2. ALLEN, STACEY	PHONE REIMBURSEMENT	50.00
3. AMEREN	JAIL/HWY/CH UTILITIES	872.72
4. AYERS, JAMIE	DEPUTY OVERTIME	230.80
5. BLAIR, STACEY	CIR CLERK OVERTIME	156.20
6. BRISCOE SURPLUS	HIGHWAY UTILITIES	134.98
7. BRITTON, AMY	PHONE REIMBURSEMENT	80.00
8. BUHRMANN, JULIE	PHONE REIMBURSEMENT	50.00
9. BURKETT, BRANDON	JAIL OVERTIME/TRAINING/GYM REIMBURSEMENT	440.81
10. BUTCHER, AMANDA	POSTAGE REIMBURSEMENT	7.50
11. BYERS PRINTING	RECORDERS SUPPLIES	579.11
12. CARTRIGHT, ADAM	DEPUTY OVERTIME/BOOT ALLOWANCE	1964.40
13. CIT	DEBT RETIREMENT	167.48
14. CLAY COUNTY COUNSELING	INMATE MENTAL HEALTH SERVICES	100.00
15. CLAY COUNTY HEALTH DEPT	MEDICAL SERVICES	125.65
16. CLAY COUNTY REPUBLICAN	CIR CLERK/SUP OF ASSESSMENT SUPPLIES	1028.91
17. CLAY CO SOIL & WATER CONS	APPROPRIATED FUNDS FOR CONSERVATION	5000.00
18. COMPASS WEB	MISCELLANEOUS	1322.99
19. DAVIS, ZACHARY	JAIL OVERTIME	641.52
20. DEPUTIES	DEPUTY PHONE REIMBURSEMENTS	1040.00
21. DURRE, LUKE	DEPUTY OVERTIME	529.40
22. DUSTYS TIRE	SHERIFF AUTO MAINTENANCE	698.00
23. ELECTION SYS & SOFTWARE	ELECTION SUPPLIES	96.38
24. FELDHAKE, MARK	DEPUTY OVERTIME	1200.81
25. FRITSCHLE, LOGAN	DEPUTY OVERTIME	333.31
26. GFI DIGITAL	TREASURER SUPPLIES	28.86
27. GLOBAL TECH SYSTEMS	JAIL EQUIP MAINTENANCE	398.00
28. HAGEN, DENA	PART TIME SUP OF ASSESSMENT WAGES	394.07
29. HARRIS, BRAD	BOARD MEMBER CHECK	65.00
30. HEIDINGSFELDER, JOHN	CORONER AUTOPSY FEES	1725.00
31. HENRY, BRYCE	RENT	200.00
32. HEUERMAN, CORY	DEPUTY OVERTIME/SHERIFF TRAINING	2165.04
33. HONEST WATER	JAIL SUPPLIES	54.00
34. INDOFF INCORPORATED	SUPPLIES	1096.10
35. IPSAN	JAIL TELEPHONE	1968.00
36. JEFFERSON COUNTY SHERIFF	MEDICAL SERVICES	6232.87
37. KING, VINCENT	PART TIME COURT SECURITY OFFICER WAGES	1320.00
38. KLINGLER, JOESPH	JAIL OVERTIME/TRAINING	692.45
39. KLINGLER, KEVIN	JAIL OVERTIME	637.92
40. KOHN, ANDREA	CIR CLERK OVERTIME	52.00
41. LEONARD, AARON	ATTORNEY FEES FOR INDIGENTS	610.00
42. LINDAS CLEANING SERVICES	HIGHWAY CLEANING	65.00
43. LORENZ SUPPLY CO	BUILDING SUPPLIES	396.97
44. LOUISVILLE POST OFFICE	POSTAGE	29.05
45. MUNICIPAL UTILITIES	UTILITIES	1912.90
46. MYERS, ANDY	SHERIFF AUTO MAINTENANCE	43.11
47. NAPA AUTO PARTS	SHERIFF AUTO MAINTENANCE	21.17
48. OFFICE ESSENTIALS	PROBATION EXPENSES	111.19
49. PHILLIPS, RAYMOND	DEPUTY OVERTIME	2321.20
50. PROGRESSIVE CHEM & LIGHT INC	JAIL SUPPLIES	126.28
51. QUILL	COUNTY CLERK SUPPLIES	251.82
52. SALT & STRINGS BUTCHERY	DIETING AND CARE OF PRISONERS	1285.31
53. SAV-MOR PHARMACY	MEDICAL SERVICES	942.49

54. SIMS, LORI	MISC EXPENSES FOR INDIGENTS	36.00
55. SMITH, TREVIN	DEPUTY OVERTIME/BOOT ALLOWANCE	790.36
56. STATES ATTORNEY OFFICE	PHONE REIMBURSEMENTS	150.00
57. ST ATTY APPELLATE PROSECUTOR	PROSECUTORS APPELLATE SERVICE	5500.00
58. STURM, ROBERT	JAIL OVERTIME	295.25
59. THE MUSTARD SEED	ADMIN EXPENSES	49.00
60. THE OIL CAN	SHERIFF AUTO MAINTENANCE	35.00
61. THOMSON REUTERS-WEST	ST ATTY DUES AND SUBSCRIPTIONS	290.00
62. TRAUB, TAMMY	CIR CLERK OVERTIME	58.80
63. TOLLIVER, JANA	PHONE REIMBURSEMENT/COMPUTER EQUIP	3378.40
64. VERIZON	PHONE/INTERNET SERVICES	980.26
65. VOTEC	ELECTION COMPUTER SERVICES	8347.88
66. WABASH	PHONE/INTERNET SERVICES	3043.65
67. WALMART	MISCELLANEOUS	3538.81
68. WELLS FARGO	SHERIFF SUPPLIES	126.47
69. WEX	PROBATION TRAVEL EXPENSES	43.23
70. WHITEHEAD, ROBIN	COUNTY CLERK MISCELLANEOUS	20.00
	<b>TOTAL</b>	<b>69619.23</b>

UNPAID CLAIMS

1. ALS TIRE MART	BUILDING MAINTENANCE	120.00
2. AMY BRITTON	ELECTION MILEAGE	57.12
3. B ELECTRIC	BUILDING REPAIRS	77.48
4. BRYCE HENRY	CORONER SUPPLIES/TRAVEL	415.20
5. CLAY COUNTY DEBIT ACCT	ST ATTY DUES/TREAS COMP SERVICES/CLERK EQUIP	1424.06
6. CLERKS OF THE CIR COURT	CIRCUIT CLERK DUES	25.00
7. DBS DISPOSAL	JAIL/PROBATION UTILITIES	160.00
8. DUSTYS TIRE	SHERIFF AUTO MAINTENANCE	765.64
9. EFFINGHAM TELCOM	JAIL TELEPHONE	103.00
10. ENGEL BROS INC	SHERIFF AUTO MAINTENANCE	80.38
11. GFI DIGITAL INC	TREAS/SHERIFF SUPPLIES	79.31
12. HONEST WATER	PROBATION EXPENSES	38.00
13. ILL PROP ASSESS INS	SUP OF ASSESSMENTS	1480.00
14. INDOFF	SUPPLIES/EXPENSES	940.41
15. JANSSENS AUTO SALES	SHERIFF AUTO MAINTENANCE	1737.96
16. KEMPER CPA GROUP	CTY CLERK OFFICE EQUIPMENT	175.00
17. MICROTEK	RECORDERS LEASE EQUIPMENT	950.00
18. QUILL	CTY CLERK EQUIPMENT/SUPPLIES	704.93
19. RAY O'HERRON CO INC	SHERIFF/JAIL EQUIPMENT & UNIFORMS	4562.95
20. RELX INC DBA LEXISNEXIS	ST ATTY DUES	157.01
21. SHERRI GAD	MISC EXPENSE FOR INDIGENTS	228.00
22. ST CLAIR COUNTY SHERIFF	JAIL TRAINING	3624.00
23. STATE TREASURER	CIR CLERK PRORATION OF JUDGES SALARY	537.01
24. CLAY CITY BANKING CO	CIR CLERK DUES	50.00
25. THE OLDE PRINT SHOPPE	PROBATION EXPENSES	214.00
26. THE STEWART LAW FIRM	SHERIFF INCIDENTAL EXPENSE	112.97
27. THE WEB CAFÉ INC	JAIL EQUIPMENT MAINTENANCE	69.95
28. WEX BANK	PROBATION TRAVEL	67.08
	<b>TOTAL</b>	<b>18,956.46</b>