ORDINANCE NO. 25-0608

AN ORDINANCE 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 _____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 ORDAINED by the Mayor/President and Council/Board of the _____, _____ 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 Ordinance shall be, and the same are hereby repealed to the extent of the conflict.

SECTION FOUR: SEVERABILITY This Ordinance and every provision thereof shall be considered severable. If any section, paragraph, clause, or provision of this Ordinance 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 Ordinance.

SECTION FIVE: EFFECTIVE DATE This Ordinance 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 June, 20 25, by a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

Steve Mills

Title: Chairman, Vermilion County Board

ATTEST:

Cathy Jenkins (LP)

Clerk/Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF Vermilion)

SECRETARY/CLERK'S CERTIFICATE

I, Cathy Jenkins, the duly qualified and acting Secretary/Clerk of the Vermilion County Board, Vermilion County, Illinois, do hereby certify that attached hereto is a true and correct copy of an Ordinance entitled:

ORDINANCE NO. 25-0608

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

which Ordinance was duly adopted by said Council/Board at a meeting held on the 10 day of June, 2025

I do further certify that a quorum of said Council/Board was present at said meeting, and that the Council/Board complied with all the requirements of the Illinois Open Meetings Act and its own policies, rules or regulations concerning the holdings of meetings and the taking of action during meetings.

IN WITNESS WHEREOF, I have hereunto set my hand this 10 day of June, 2025.

Cathy Jenkins (W)
Secretary/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 _____("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. "*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. *"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 10 *day* June *of 20* 25.

For the Agency (Insert Name): Vermilion County

By: Steve M'Illy

Its: Chairman, Vermilion County Board

Attest

By: Cathy Jenkins (VP)

Its: Vermilion County Clerk

APPROVED

On behalf of the Illinois Public Works Mutual Aid Network

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

By:_____

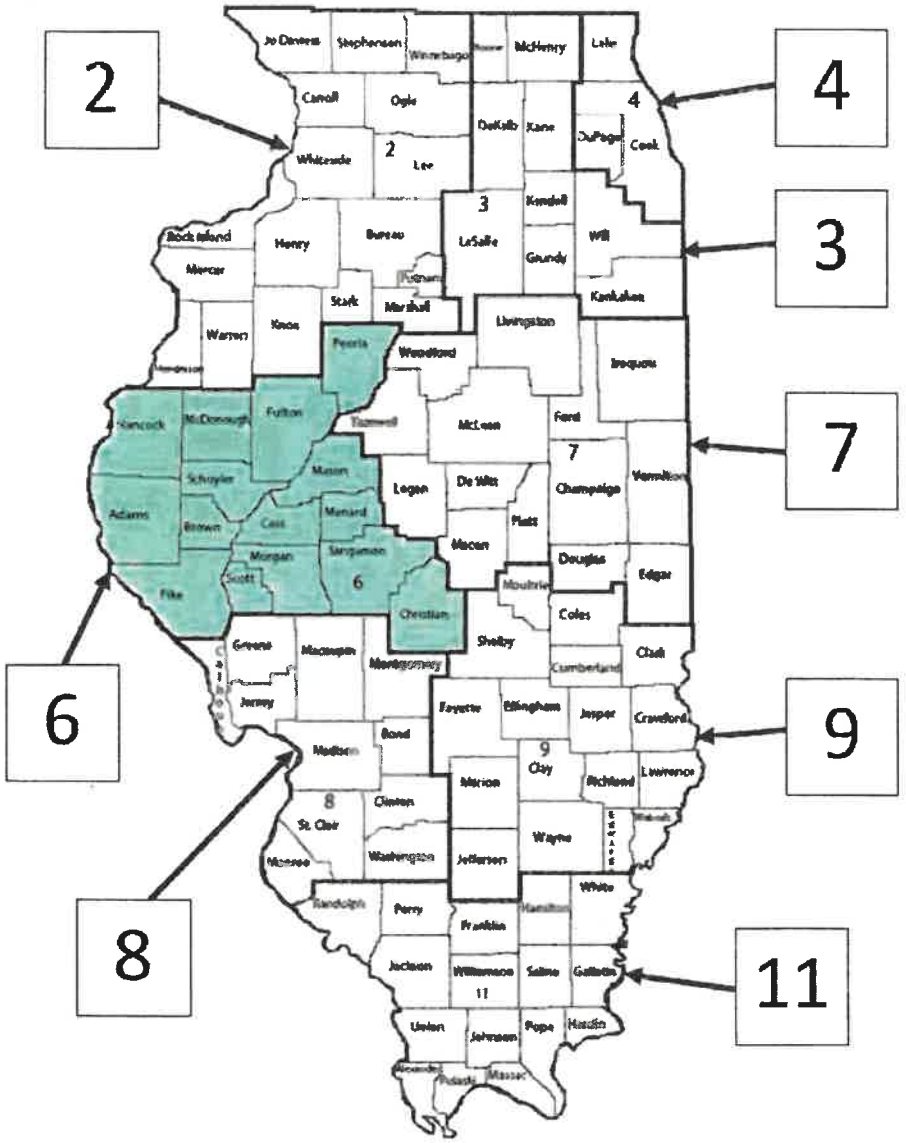
Vince Kilcullen
President, IPWMAN Board of Directors

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.

Exhibit 1—IPWMAN Region Map



Bylaws of
The Illinois Public Works Mutual Aid Network

An intergovernmental agency for the purpose of public works mutual aid in accordance with the Illinois Intergovernmental Cooperation Act, 5, ILCS 220/1 et seq.

Article One

Name, Principal Office, Purpose, and Powers

1.1 Name. The name of the Intergovernmental Agency is **The Illinois Public Works Mutual Aid Network (IPWMAN).**

1.2 Location. IPWMAN may maintain offices and facilities either within or without the State of Illinois as determined by the Board of Directors from time to time. The Board of Directors may, from time to time, change the address of IPWMAN's principal office by duly adopted resolution.

1.3 Purpose and Powers. IPWMAN is organized to provide a system of Mutual Aid among participating public works agencies. The purpose is explicit in the "Illinois Public Works Mutual Aid Network Agreement," which is incorporated herein by reference and which in pertinent part reading as follows:

"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."

1.4 Authority. The Illinois Public Works Mutual Aid Network was organized under the provisions of the Illinois Intergovernmental Cooperation Act on September 17, 2008. 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.

Illinois Public Works Mutual Aid Network membership is in full force and in effect with the passage and approval of an executed Mutual Aid Agreement in the form approved by the Board of Directors, a companion ordinance, resolution or other legally binding document by a participating agency, in the manner provided by law, and executed by an authorized representative of a participating public works agency who has the legal authority to sign and

enter into the Agreement on behalf of his or her public works agency.

Article Two
Membership, Ratification and Termination of Membership

2.1 General Membership. Membership shall be limited to public works related agencies and individuals as described in Article One, paragraph 1.3 and as defined in the Illinois Compiled Statutes.

a. ***Membership Status.*** In order for an agency or entity to request and be considered for receiving aid through IPWMAN the requesting agency or entity shall have been approved for membership prior to seeking aid, or rendering assistance through an IPWMAN activation, and shall be a member in good standing, with current dues paid in full.

2.2 Membership Types. The Board of Directors, with the advice of the Membership Committee, and by majority vote shall be the sole authority to establish membership status and classification. There are hereby established, the following types of membership:

a. ***Agency Members.*** This class of membership is open to all public works related agencies, as defined in Article One, paragraph 1.3. Agencies may be allocated multiple memberships, based on agency size and/or type and as determined by Board of Directors policy.

b. ***Associate Members.*** This class of membership is open to members of public works related individuals, business and professional organizations or associations, but who do not qualify as Agency Members. This class of membership has two types: Corporate and Individual.

c. ***Professional Liaison Members.*** This class of membership applies to individuals designated by other professional mutual aid organizations and state and federal agencies involved in emergency and disaster response and recovery, to provide counsel, advice and support for the mission of IPWMAN. This type of member does not pay dues.

2.3 Voting Privilege. The privilege of holding elective office and serving on the Executive Committee of IPWMAN is reserved for *Agency Members. Associate Members* are permitted to vote in all elections, serve on and chair Committees (other than the Executive Committee) and otherwise serve the IPWMAN, but may not hold elective office. *Professional Liaison Members* are permitted to serve on and vote on Committees (other than the Executive Committee), however are not eligible to serve as Committee chairs or have voting privileges

at Board of Directors meetings.

2.4 Termination of Membership. Members who fail to meet their obligations in accordance with the terms of the Illinois Public Works Mutual Aid Network Agreement or with these By-laws may be suspended or removed from membership by a two-thirds vote of the Board of Directors. Prior to the initiation of any disciplinary action against a member, the member will be notified of a hearing and shall have the right to appear before the Board of Directors.

Article Three

Board of Directors

3.1 General Powers. The affairs and activities of IPWMAN shall be managed by or under the direction of its Board of Directors ("Board").

3.2 Composition of the Board. The Governing body of IPWMAN shall be the Board of Directors, consisting of twenty-one (21) elected members, representing the following:

- 2 members from each of the eight (8) IPWMAN regions (Shown in Exhibit 1).
- The President
- The Vice-President
- The Secretary
- The Treasurer
- The Past President

In the event there are no eligible members able to serve as Board representatives of a particular region, then a member from outside the region may be selected to represent that region. For voting purposes, each region shall have one vote.

All officers and members of the Board of Directors shall serve without compensation.

3.3 Term. Each Regional Director will serve a three-year term.

Initially, beginning in October of 2009, terms shall be staggered, rotating according to the following schedule:

• IPWMAN Regions	3, 6 and 8	3-year terms
• IPWMAN Regions	2, 7 and 9	2-year terms
• IPWMAN Regions	4 and 11	1-year term

Following the initial elections, the terms of office shall be for three years.

3.4 Vacancy on the Board of Directors. In the event a vacancy should occur in one or more of the Regional Director positions by reason of lack of eligible candidate, resignation, removal, death or election to another office, the remainder of the term of office shall be filled by the appointment of a replacement recommended by the member agencies from that region. The appointment is to be confirmed by the remaining members of the Board.

If, within sixty (60) days of the notice of the vacancy, the Region fails to achieve consensus on a replacement, the Board of Directors is hereby authorized to designate a replacement from any Region to represent the members of the affected Region until the next opportunity to conduct an election, at which time a successor will be elected to complete the remainder of the term (if any).

3.5 Authority. The Board of Directors shall have the authority to take all appropriate actions and to perform all duties required to accomplish the purposes of IPWMAN.

3.6 Regular Meetings. The Board of Directors shall convene at least annually at a time and place specified by the Board. The President shall preside at the meeting and conduct business for IPWMAN. Draft minutes of these meetings shall be available to all members at least 30 days before the following meeting.

3.7 Annual Membership Meeting. The Annual Meeting of the IPWMAN membership shall be held each year at a time and place specified by the Board of Directors.

3.8 Special Meetings. The President, at his or her discretion, or a majority of the Executive Committee, or any six members of the Board of Directors, or five percent (5%) of the membership may call a special meeting of IPWMAN by giving at least five days advance written notice to each member, specifying the time, place, and purpose of the meeting.

3.9 Quorum. Seven (7) members of the Board of Directors shall constitute a quorum thereof. Ten percent of the membership shall constitute a quorum to conduct business at a regular or special meeting of the membership.

3.10 Waiver of Notice. Any member may waive notice of any meeting, and attendance of such member at any meeting shall constitute a waiver of notice of such meeting.

3.11 Committees and Advisory Bodies. Committees exist for the purpose of implementing the vision, mission, goals and legal obligations of IPWMAN. The Board of Directors may, from time to time, establish or appoint one or more committees, task forces or advisory bodies.

All member types are encouraged and allowed to serve on committees, however, the chair must be an Agency or Associate member. All members shall serve at the pleasure of the Board of Directors. The following committees are some which may be established:

- Finance
- Conference
- Management
- Marketing
- Membership
- Nominating
- Operations
- Social Media
- Technology
- Training

The duties and responsibilities of all Committees shall be as defined in the Administrative Policy Manual of IPWMAN.

3.11 Action without Meeting. If a matter of immediate and critical need shall arise requiring action of the Board of Directors and it is impracticable to wait to convene a regular or special meeting, the matter may be submitted electronically to each member entitled to vote thereon for consideration upon approval of not less than two Executive Committee members. The notice of proposal shall specify a deadline for voting on the matter submitted not less than seven (7) days from the date of notice. If approved by a majority of the members of the Board of Directors, or the required number of votes that may be elsewhere specific in these by-laws, the action so approved shall be considered the same as though approved at a formal meeting.

Article Four

Executive Officers

4.1 Executive Officers of IPWMAN. The executive officers of IPWMAN shall be a President, a Vice President, Secretary, Treasurer, Past President, and two members of the Board of Directors selected by the Board of Directors, who together shall constitute the Executive Committee. All such officers shall be members of the Board of Directors. The Executive Committee of IPWMAN shall be elected from the Board of Directors members who shall have been members in good standing of the for at least one year prior to their election.

4.2 Term. The Officers of IPWMAN shall hold office for a term of two (2) years or until their successors have been duly elected, providing they continue to qualify for active membership during their term of office. All officers may be re-elected or appointed for additional terms of office. The Vice-President, upon completion of his/her two-year term of office will transition to the position of President for a two-year term. The Vice-President would have the right to decline the position of President if circumstances would prevent him/her from being able to serve as President. The outgoing President will remain as a voting member on the Board of Directors as the Past President for a two-year term. In the event a President is ineligible or declines to serve in the Past President position, the previous Past President may

continue to serve in the position, or the position may be deemed vacant and filled in accordance with these By-Laws. Upon completion of the position of Past President, the officer would be eligible to pursue another officer position within the organization. The President, consistent with Section 5.1b and subject to advice and consent of the Board of Directors, will fill vacancies to positions on the Executive Committee within the two-year terms.

4.3 President. The President shall:

a. Be the principal executive officer of IPWMAN and shall act as the Chairman of the Board of Directors.

b. Supervise and control all of the business and affairs of IPWMAN, subject to the general oversight of the Board of Directors.

c. Preside at all meetings of the Board of Directors and the Executive Committee.

d. Serve as an Ex-Officio member of all committees.

e. Sign, with the Secretary or any other proper officers of IPWMAN, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof has been expressly delegated by the Board of Directors to some other officer or agent of IPWMAN, or shall be required by law to be otherwise signed or executed.

f. Perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

g. Make all committee appointments with the advice and consent of the Board of Directors.

h. Perform the office in accordance with the duties and responsibilities set forth in a position description approved by the Board, which may be amended as the Board deems appropriate.

4.4 Vice President. In the absence of the President or in the event of his or her resignation, death, inability or refusal to act, the Vice President (or in the event of his or her death, inability or refusal to act, the Secretary or in the event of his or her death, inability or refusals to act, the Treasurer) shall:

a. Perform the duties of the President and, when so acting, shall have and exercise all the powers of and be subject to all the limitations upon the President's

powers.

b. Serve as an assistant to the President and may perform such other duties as from time to time may be assigned to him by the President or the Board of Directors.

c. If a vacancy occurs in the office of the President, the Vice-President will succeed in that office for the remainder of the term.

4.5 Secretary. The Secretary shall:

a. Keep the records of IPWMAN.

b. Prepare a written record of the meetings and any formal proceedings of IPWMAN and make copies of such minutes available to each of the members.

c. Record and keep all official correspondence of IPWMAN.

d. Keep an official register of each member of IPWMAN.

e. Have charge of and safely keep all such additional books and papers as the Board may direct.

f. Have custody of the seal of IPWMAN and affix such seal to all documents, the execution of which, on behalf of IPWMAN under its corporate seal, has been duly authorized in accordance with these by-laws.

g. Perform all duties, which are incident to the office of Secretary of an intergovernmental agency or a not-for-profit corporation subject, however, at all times to the direction and control of the Board.

h. At the expiration of the Secretary's term of office, he/she shall turn over to his/her successor, all books, papers, records, electronic data, money, securities and other valuable effects belonging to IPWMAN, taking receipt for same from his/her successor.

i. Administer the election of the Board of Directors.

j. Perform the office in accordance with the duties and responsibilities set forth in a position description approved by the Board, which may be amended as the Board deems appropriate.

4.6 Treasurer. The Treasurer shall:

a. Have general oversight over all funds and securities of IPWMAN.

b. Have authorization, along with at least one other member from the Executive Committee, to endorse, or cause to be endorsed in his or her name, on behalf of IPWMAN, all checks, notes or other obligations and evidence of the payment of money paid by IPWMAN coming into his or her possession, or other officers or employees.

c. See that all funds received by or on behalf of IPWMAN are promptly deposited in such banks or trust companies as may be selected as depositories of IPWMAN by the Board and shall also see that all securities are placed in safe keeping in the manner directed by the Board.

d. Pass on the electronic system of accounts and reports and provide for general overseeing and audit thereof. The report of each such audit shall be submitted to the Board.

e. Prepare a budget annually for review by the Board of Directors and file any reports required by any government agency (i.e. IRS Tax Return, Secretary of State Annual Report of Officers).

f. Perform all duties, which are incident to the office of Treasurer of an intergovernmental agency or a not-for-profit corporation subject, however, at all times to the direction and control of the Board.

g. Chair the Finance Committee.

h. Serve as Ex Officio member of the Audit Committee.

i. Set time and date for the annual audit.

j. At the expiration of the Treasurer's term of office, he/she shall turn over to his/her successor, all books, papers, records, electronic data, money, securities and other valuable effects belonging to IPWMAN, taking receipt for same from his/her successor.

k. Perform the office in accordance with the duties and responsibilities set forth in a position description approved by the Board, which may be amended as the Board deems appropriate.

4.7 Past President. The Past President must be employed by a member agency. In the event the immediate past president is not eligible, or declines to serve, then a past president who is employed by a member agency may serve, or the position may be filled as a vacant position. The Past President shall:

a. Co-chair the Nominating Committee.

b. Serve as one of the two (2) at-large members of the Executive Committee

c. Assist the President, as requested.

d. Perform the office in accordance with the duties and responsibilities set forth in a position description approved by the Board, which may be amended as the Board deems appropriate.

Article 5

Nominations and Elections

5.1 Nominating Committee.

a. For all elections, the President shall appoint a Nominating Committee consisting of five (5) members. It shall be the duty of the Nominating Committee to provide a slate of qualified candidates to fill the offices of IPWMAN. The current officers shall not serve as Nominating Committee members.

b. This committee is also empowered to recommend replacements for vacancies on the Executive Committee to the Board of Directors that are not covered elsewhere in these By-Laws.

c. Any member may submit a nomination for candidates for the Board of Directors and/or Executive Committee.

5.2 Election Procedures. Elections to the Board of Directors shall be by a paper or electronic ballot sent to each member agency at the address or email address of the primary point of contact on file with the Secretary. The person receiving the highest number of votes shall be declared elected. The President shall appoint a three-member Teller Committee to count ballots and certify elections. The Teller Committee shall tabulate the votes and report the results to the Board of Directors. Elected officers shall be installed at the annual membership meeting and shall assume their duties of office at that time. Uncontested elections may be held by voice vote at the Annual Meeting.

Article Six

Administrative Officers and Personnel

6.1 Designation of Administrative Officers. The Board of Directors shall designate titles, appoint and discharge such administrative staff officers of IPWMAN, as it shall deem necessary. Such administrative staff officers shall not be members of the Board and such

appointees shall hold their offices for such term, exercise such powers, and perform such duties as shall be determined from time to time by the Board. The duties and responsibilities of all appointed staff personnel shall be defined in the IPWMAN "Administrative Policy Manual" as approved by the Board of Directors. Such Administrative Officers shall serve at the pleasure of the Board of Directors.

6.2 Compensation. If applicable, the Board of Directors shall determine compensation and benefits for all administrative staff.

Article Seven

Indemnification of Officers, Board of Directors, Employees and Agents

7.1 Actions other than by or in the Right of IPWMAN. IPWMAN and its Board of Directors have the power to indemnify itself through insurance or bonds as it deems necessary for the good of the organization.

7.2 Insurance. IPWMAN shall have the power and authority to purchase and maintain insurance on behalf of any person who is a member, employee or agent of IPWMAN or is serving at the request of IPWMAN against any liability asserted against him or her as a result of, or in any capacity representing IPWMAN.

7.3 Indemnification. All Executive Officers shall be bonded by IPWMAN in such form and amount as may be determined by the Board of Directors, the cost of such bond shall be borne by IPWMAN.

Article Eight

Contracts, Loans, Checks, Deposits, Dues and/or fees and Gifts

8.1 Contracts. The Board may authorize any officer or agent of IPWMAN, in addition to the officers so authorized by these by-laws, to enter into any contract or sign any instrument in the name of IPWMAN, and such authority may be general or confined to specific instances.

8.2 Borrowing. No loan shall be contracted on behalf of IPWMAN and no evidence of indebtedness shall be issued unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances.

8.3 Checks and Drafts. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness (issued in the name of IPWMAN) shall be signed by such officers or agents of IPWMAN as shall from time to time be determined by the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the President or the Vice President.

8.4 Deposits. All funds of IPWMAN shall be deposited from time to time to the credit of IPWMAN in such banks, trust companies or other depositories as the Board may select.

8.5 Membership Dues and/or Fees. Membership dues and/or fees will be determined by the Board of Directors. The amount of the membership dues and/or fees shall be reviewed and established annually by the Board of Directors. Dues and/or fees shall be due within thirty (30) days of January 1 of each year.

The Board of Directors will determine the method and amount of any other fees to be charged or assessed by IPWMAN.

8.6 Gifts. The Board may accept on behalf of IPWMAN any contribution, gift, bequest or devise for the general purposes or for any special purpose of IPWMAN, unless otherwise prohibited by law.

8.7 Reimbursement. The Board shall adopt reimbursement procedures and associated policies.

Article Nine

Fiscal Year, Books and Minutes

9.1 Fiscal Year. The fiscal year and business year of IPWMAN shall begin on January 1 and end on December 31.

9.2 Books and Minutes. IPWMAN shall keep correct and complete books and records of account and shall also keep minutes of the meetings of its Board.

Article Ten

Distribution of Assets upon Dissolution

If at any time the dissolution of this Intergovernmental Agency is authorized by the Board of Directors, the members of the Board of Directors then holding office as such shall distribute the assets of IPWMAN remaining after payment, satisfaction and discharge, or adequate provision therefore, of all liabilities and obligations of IPWMAN, to the member agencies, pursuant to a plan of distribution as duly adopted by the Board. The Board shall incur no

personal liability for failure to ascertain, after a reasonable examination, the existence of any contributor.

Article Eleven

Amendment to By-Laws

Any member may propose amendment of these By-Laws. Proposed amendments shall be submitted to the Board of Directors. Amendments must be approved by majority vote of the Board of Directors before being 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 deemed approved by the members and effective immediately unless specifically stated otherwise in the amendment.

Article Twelve

Retention of Property Interest

All right, title, and interest, both legal and equitable in and to property of IPWMAN shall remain in IPWMAN. If such property shall be in the possession of a member, Executive Officer, Administrative Officer or such other person so entrusted, it shall be immediately returned to IPWMAN in the event of that person's death, resignation, removal or such other action disassociating that person with IPWMAN.

Article Thirteen

Rules of Procedure

The rules contained in the current edition of "Robert's Rules of Order – Revised" shall generally be used as a guide to govern the procedural conduct of the Board of Directors and Executive Committee and its committees and advisory bodies in all cases to which they are applicable and in which they are not inconsistent with these By-laws. Additionally, the Board may adopt its own rules of procedure, which shall not be inconsistent with these by-laws.

Adopted by the Board of Directors in accordance with these By-Laws on October 22, 2024.