



**FINANCE COMMITTEE AGENDA
Room 400, Government Center**

Tuesday, October 5, 2004

4:00 p.m.

1. Roll Call
2. Approval of Minutes – September 7, 2004
3. Departmental Matters:
 - A. Jackie Dozier, County Auditor
 - 1) Items to be Presented for Information:
 - a) Update on Financial System – New World Applications
 - b) General Report
 - c) Other
 - B. Robert Kahman, Supervisor of Assessments
 - 1) Items to be presented for Information:
 - a) Assessment Status Report 1-4
 - b) General Report
 - c) Other
 - C. Peggy Ann Milton, County Clerk
 - 1) Items to be Presented for Action:
 - a) Request Approval for Change in Polling Place for Arrowsmith Township 5-6
 - 2) Items to be Presented for Information:
 - a) General Report
 - b) Other

- D. Becky McNeil, County Treasurer
- 1) Items to be Presented for Information:
(Documents to be provided at meeting)
 - a) Accept and place on file County Treasurer's Monthly Financial Reports as of September 30, 2004
 - b) Accept and place on file Third Quarter CDAP Revolving Loan Fund Report
 - c) Accept and place on file Third Quarter Employee Benefit Plan Report
 - d) General Report
 - e) Other
- E. Don Lee, Director, Nursing Home
- 1) Items to be Presented for Information:
 - a) Monthly Reports 7-9
 - b) General Report
 - c) Other
- F. Robert Keller, Health Department Administrator
- 1) Items to be Presented for Action
 - a) Request Approval of a Resolution of the McLean County Board Authorizing the McLean County Health Department to Participate in An Intergovernmental Mutual Aid Agreement To Establish and Operate the Illinois Public Health Mutual Aid System (IPHMAS) 10-12
 - b) Request Approval of Intergovernmental Mutual Aid Agreement for the Establishment of the Illinois Public Health Mutual Aid System (IPHMAS) 13-22
 - 2) Items to be Presented for Information
 - a) General Report
 - b) Other
- G. Ruth Weber, County Recorder
- 1) Items to be Presented for Information:
 - a) Monthly Report of Official Receipts 23
 - b) General Report (to be handed out at Meeting)
 - c) Other

- H. John M. Zeunik, County Administrator
- 1) Items to be Presented for Action:
 - a) EXECUTIVE SESSION: Collective Bargaining
 - 2) Items to be Presented for Information
 - a) Schedule of Special Committee Meetings –
Review of Fiscal Year 2005 Recommended
Budget
 - b) General Report
 - c) Other
4. Recommend Payment of Bills and Transfers, if any, to County Board
5. Adjournment

E:\Ann\Agenda\Finance\fin_Oct.04

Memo

To: Finance Committee Members
From: Robert T. Kahman *RTK*
CC: file
Date: 9/24/2004
Re: Status Report

The following is presented to explain the attached reports:

1. Assessment Status Report – This is the main status document. It provides an over-view of the annual progress of the assessments for each township from the Assessor through the Board of Review. Thirteen townships have been sent out for publication. Twenty-one complaints and B/R's (other Board of Review actions) have been received.
2. Publication Date – This report compares the date of publication from year to year. It is sorted by the date of publication in the prior year. The most significant change is the publication of Normal Township 3 months ahead of last year. The City has promised to submit by October 15th, which should result in a commensurate improvement of their date. It is my hope that the Normal Township effort will encourage the other townships to make similar advancements in their annual work flow. The statutory date for submission of assessment books is April 15th of each year. Like so many other aspects of the Property Tax Law, I am not aware of a single County in Illinois that actually complies with this standard. However, the dramatic improvement demonstrates to me that the Township Assessor's are committed to assisting the County move the tax cycle forward with the ultimate goal of returning to the traditional billing cycle.
3. EAV Change – This report is used to track the change in assessed value for each township. As a general rule the assessed value percentage change will be negative, less than 100%, for rural townships where a large proportion of value is derived from farmland. In urban and suburban townships the percentage of change will typically be positive, greater than 100%. Farmland assessment has had negative growth for several years. The outlook is not optimistic at this writing, with a record corn crop in the fields threatening to continue to suppress prices. Crop price is a major component of the farmland assessment valuation formula. Compounded with the effects of Public Act 93-0715, the near future impact on rural districts continues to be negative. The urban and suburban areas continue to grow at a sufficient pace to keep McLean County as a whole in positive territory.

Assessment Status Report

Township	Book to SIA	To Printer	To Publisher	Newspaper	Date of Publication	Final Filing Date	2003 Factor	2004 Factor	Complaints Filed	B/R's Filed	Books Closed
Allin	09/08/04	09/16/04	09/16/04	Pantagraph	09/22/04	10/22/04	1.0346	1.0000			
Anchor	08/06/04	08/25/04	08/25/04	Ridgeview Review	09/02/04	10/04/04	1.0100	1.0322			
Arrowsmith	09/03/04	09/15/04	09/15/04	Pantagraph	09/22/04	10/22/04	1.1067	1.1189			
Bellflower				LeRoy Journal			1.0188				
Bloomington				Pantagraph			1.0125				
Blue Mound	08/03/04	08/25/04	08/25/04	Ridgeview Review	09/02/04	10/04/04	1.1327	1.0704	9	2	
Cheney's Grove				Ridgeview Review			1.0163				
Chenoca				Chenoca Town Crier			1.0501				
City				Pantagraph			1.0000				
Cropsey	08/05/04	08/26/04	08/26/04	Ridgeview Review	09/02/04	10/04/04	1.0000	1.0000			
Dale				Pantagraph			1.0321				
Danvers				Quill			1.0390				
Dawson	09/03/04	09/15/04	09/15/04	Pantagraph	09/22/04	10/22/04	1.1161	1.1189			
Downs	08/20/04	09/17/04	09/17/04	Pantagraph	09/22/04	10/22/04	1.0525	1.0498			
Dry Grove				Quill			1.0190				
Empire				LeRoy Journal			1.0229				
Funk's Grove				Heyworth Star			1.0188				
Gridley				Gridley Village Times			1.0133				
Hudson	08/19/04	08/30/04	08/30/04	Quill	09/02/04	10/04/02	1.0000	1.0248	2		
Lawndale	08/06/04	08/27/04	08/27/04	Ridgeview Review	09/02/04	10/04/04	1.0156	1.0450			
Lexington				Lexingtonian			1.0512				
Martin	08/04/04	08/25/04	08/25/04	Ridgeview Review	09/02/04	10/04/04	1.0085	1.0000	2	1	
Money Creek				Lexingtonian			1.0297				
Mount Hope				Heyworth Star			1.0399				
Normal	08/31/04	09/08/04	09/08/04	Normalite	09/16/04	10/18/04	1.0000	1.0122	3		
Old Town	09/21/04	09/23/04	09/23/04	Pantagraph	09/29/04	10/29/04	1.0127	1.0432			
Randolph				Heyworth Star			1.0228				
Towanda				Pantagraph			1.0000				
West				LeRoy Journal			1.0029				
White Oak				Quill			1.0074				
Yates	08/06/04	08/27/04	08/27/04	Chenoca Town Crier	09/02/04	10/04/04	1.0723	1.0377	2		
									18	3	

*Publication Date
Current vs Prior Year*

Township	Date of 2003 Publication	Date of 2004 Publication
Blue Mound	09/18/03	09/02/04
Martin	09/18/03	09/02/04
Anchor	09/25/03	09/02/04
Cropsey	09/25/03	09/02/04
Lawndale	09/25/03	09/02/04
Yates	09/25/03	09/02/04
Downs	10/01/03	09/22/04
Randolph	10/09/03	Not Published Yet
Danvers	10/23/03	Not Published Yet
Hudson	10/23/03	09/02/04
Gridley	10/30/03	Not Published Yet
Allin	11/03/03	09/22/04
Arrowsmith	11/03/03	09/22/04
Dawson	11/03/03	09/22/04
White Oak	11/06/03	Not Published Yet
Money Creek	11/20/03	Not Published Yet
Bellflower	12/10/03	Not Published Yet
West	12/10/03	Not Published Yet
Cheney's Grove	12/11/03	Not Published Yet
Empire	12/17/03	Not Published Yet
Normal	12/18/03	09/16/04
Dry Grove	01/08/04	Not Published Yet
Funk's Grove	01/08/04	Not Published Yet
Lexington	01/08/04	Not Published Yet
Mount Hope	01/08/04	Not Published Yet
Dale	01/09/04	Not Published Yet
Old Town	01/10/04	09/29/04
Towanda	01/10/04	Not Published Yet
Chenoa	01/15/04	Not Published Yet
City	02/06/04	Not Published Yet
Bloomington	02/24/04	Not Published Yet

EAV Change Current vs Prior Year

Township	2003 FINAL	2004 Tentative value	% change by the ASSR + MULTIPLIER
Allin	\$18,212,536	\$17,636,055	97%
Anchor	\$9,660,100	\$9,214,830	95%
Arrowsmith	\$11,735,105	\$12,113,979	103%
Bellflower	\$16,445,784		0%
Bloomington	\$238,740,078		0%
Blue Mound	\$13,000,033	\$13,087,985	101%
Cheney's Grove	\$15,508,307		0%
Chenoa	\$30,835,614		0%
City	\$1,254,349,473		0%
Cropsey	\$4,988,482	\$4,849,033	97%
Dale	\$34,128,591		0%
Danvers	\$33,724,888		0%
Dawson	\$15,591,691	\$16,291,321	104%
Downs	\$27,168,543	\$28,000,575	103%
Dry Grove	\$55,879,062		0%
Empire	\$66,836,905		0%
Funk's Grove	\$13,701,368		0%
Gridley	\$36,976,324		0%
Hudson	\$50,215,454	\$52,892,692	105%
Lawndale	\$7,992,162	\$7,589,579	95%
Lexington	\$42,489,551		0%
Martin	\$20,522,130	\$20,328,778	99%
Money Creek	\$40,698,265		0%
Mount Hope	\$24,033,397		0%
Normal	\$630,313,276	\$665,418,253	106%
Old Town	\$67,605,297	\$71,848,657	106%
Randolph	\$66,554,077		0%
Towanda	\$32,656,195		0%
West	\$11,551,178		0%
White Oak	\$14,149,544		0%
Yates	\$8,711,747	\$8,522,071	98%



PeggyAnn Milton
McLean County Clerk

(309) 888-5190

Fax (309) 888-5932

Tax Administration (309) 888-5187

Elections Administration (309) 888-5186

104 W. Front Street, Room 704 • P.O. Box 2400 • Bloomington, IL 61702-2400

E-mail: peggyann@mclean.gov Website: www.mclean.gov/countyclerk

We've moved to:

Government Center

115 E Washington Street, Room 102

P.O. Box 2400

Bloomington, IL 61702-2400

DATE: September 21, 2004

TO: Chairman Sorensen
Honorable Members of the Finance Committee

FROM: Maria L. Pascua

RE: Polling Place Change

Enclosed please find a request from Arrowsmith Township to change the location of their polling place. We are in support of this relocation.

We respectfully request your approval of this change.

Thank you.

Enclosure

DATE: September 16, 2004

TO: County Clerk, Peggy Ann Milton

FROM: James Wick

Arrowsmith Township is moving the voting station,
from the Town Hall to the Village Hall at P.O.
44, North Main St, Arrowsmith, IL 61722.
To fulfill the requirements mandated by the
Dept. of A.D.A.

James Wick
superior

McLEAN COUNTY NURSING HOME
ACCRUED EXPENDITURE

Prt Date September 27, 2004

	2004 BUDGET	2004 MONTHLY ALLOC	AUG. 2004 ACCRUED EXPENSE	YTD ALLOC	ADJUSTED YTD EXPENSE	REMAINING BUDGET	YTD VARIANCE AMOUNT	PER CENT OF BUDGET SPENT	PROJECTED EXPENSE 12/31/04
SALARIES	3,123,489	265,283	286,342	2,087,953	2,181,200	942,289	942,289	70%	3,262,861
IMRF	198,029	16,819	18,154	132,381	138,311	59,719	5,929	70%	206,899
MED/LIFE	358,680	11,439	30,380	239,775	239,120	119,560	(655)	67%	357,700
SOC/SEC	238,947	20,294	21,905	159,734	166,889	72,058	7,155	70%	249,649
VAC LIAB	25,000	2,123	2,117	16,712	16,667	8,333	(46)	67%	24,932
SELLBACK	0	0	0	0	0	0	0	0%	#DIV/0!
PERSONNEL	3,944,145	315,958	358,899	2,636,556	2,742,186	1,201,959	105,631	70%	4,102,041
COMMODITIES	641,077	54,448	50,207	428,556	378,998	262,079	(49,558)	59%	566,944
CONTRACTUAL	1,264,069	106,977	85,093	845,021	742,582	521,487	(102,440)	59%	1,110,829
CAPITAL	161,294	13,699	8,696	107,824	34,612	126,682	(73,212)	21%	51,776
GRAND TOTAL	6,010,585	491,081	502,894	4,017,957	3,898,378	2,112,207	(119,579)	65%	5,831,590

McLEAN COUNTY NURSING HOME
ACCRUED REVENUE

Prt Date September 27, 2004

	2004 BUDGET	2004 MONTHLY ALLOC	AUG. 2004 ACCRUED REVENUE	YTD ALLOC	ADJUSTED YTD REVENUE	REMAINING BUDGET	YTD VARIANCE AMOUNT	OF BUDGET SPENT	PROJECTED REVENUE 12/31/04
MEDICARE REVENUE	775,400	65,856	37,952	518,350	435,255	340,145	(83,095)	56%	651,098
IDPA REVENUE	2,581,280	218,232	242,228	1,725,568	1,789,983	791,297	84,415	69%	2,677,639
SCHPOOLING REIMB	0	0	0	0	0	0	0	#DIV/0!	0
JDC LAUNDRY	7,100	603	555	4,746	4,092	3,008	(655)	58%	6,121
JDC FOOD	31,501	2,675	2,582	21,058	19,092	12,409	(1,966)	61%	28,560
MEALS	500	42	99	334	343	157	9	69%	513
PVT PAY REVENUE	1,862,960	158,224	169,436	1,245,376	1,332,596	530,364	87,220	72%	1,993,432
UNCLASS	7,300	620	96	4,880	2,118	5,182	(2,762)	29%	3,168
INTEREST EARNED	41,604	3,533	3,199	27,812	16,691	24,913	(11,121)	40%	24,967
SALE OF ASSETS	0	0	0	0	0	0	0	#DIV/0!	0
TRANSFER IN	424,373	36,043	37,000	283,690	284,038	140,335	348	67%	424,893
TELEPHONE REIMB	0	0	1,080	0	7,110	(7,110)	7,110	#DIV/0!	10,636
TOTAL ACC REVENUE	5,732,018	486,829	494,228	3,831,815	3,891,317	1,840,701	59,502	68%	5,821,027

TOTAL ACC REVENUE	5,732,018	486,829	494,228	3,831,815	3,891,317	1,840,701	59,502	68%	5,821,027
LESS ACCRUED EXPENSE	(6,010,585)	(491,081)	(502,894)	(4,017,957)	(3,898,378)	(2,112,207)	119,579	65%	(5,831,590)
ACC REV - (ACC EXP)	(278,567)	(4,252)	(8,667)	(186,142)	(7,061)	(271,506)	179,081		(10,562)
PLUS CAP EXP	0	13,699	8,696	107,824	34,612	126,682	(73,212)		51,776
ACC BALANCE	(278,567)	9,447	29	(78,318)	27,551	(144,824)	105,869		41,213

McLEAN COUNTY NURSING HOME

CENSUS Report - 2004

MONTH	AVG MEDICARE	AVG PVT PAY	AVG IDPA	AVG BED HOLD	AVG CENSUS	AVG VACANT
JANUARY	4.97	48.29	75.13	1.68	130.07	19.93
FEBRUARY	4.59	48.97	75.31	1.21	130.08	19.92
MARCH	7.13	44.42	79.84	1.42	132.81	17.19
APRIL	8.47	43.80	85.09	0.97	138.33	11.67
MAY	9.55	45.10	84.87	0.97	140.49	9.51
JUNE	6.33	47.03	86.47	2.07	141.90	8.10
JULY	4.03	46.61	86.32	0.65	137.61	12.39
AUGUST	3.84	45.81	88.16	0.39	138.20	11.80
SEPTEMBER						
OCTOBER						
NOVEMBER						
DECEMBER						

YTD AVERAGE 6.11 46.25 82.65 1.17 136.19 13.81
 % OF CAPACITY 4.08% 30.84% 55.10% 0.78% 90.79% 9.21%



Health Department

200 W. Front St. Room 304 Bloomington, Illinois 61701 (309) 888-5450

Memorandum

To: Honorable Members of the McLean County Board Finance Committee

From: Robert J. Keller, Director

Date: September 28, 2004

Re: Intergovernmental Mutual Aid Agreement to Establish and Operate the Illinois Public Health Mutual Aid System (IPHMAS)

Please find attached two documents relevant to the newly established Illinois Public Health Mutual Aid System (IPHMAS). The first document is a resolution by the County Board authorizing the McLean County Health Department to participate in IPHMAS. The second document is an intergovernmental agreement spelling out the terms of participation in IPHMAS.

The system is patterned after the Mutual Aid Box Alarm System (MABAS) partnerships established through intergovernmental agreements. The agreement, in essence, allows the McLean County Health Department to both render and receive mutual assistance during periods of public health emergencies. Assistance would mainly be in the form of department personnel rendering assistance during large scale infectious disease outbreaks or post-exposure prophylaxis clinics. The decision to render assistance in any specific instance is a decision made by the aiding member entity as defined in the agreement.

Approximately 35 counties have approved the agreement and it is anticipated that another 25 will be approved within the next two weeks. The attached agreement was approved by the McLean County Board of Health at its meeting of September 1st. Civil Assistant States Attorney Eric Ruud reviewed and approved both the resolution and agreement this past month.

Also, for your information, I have attached a copy of an e-mail from Illinois Department of Public Health Director Eric T. Whitaker announcing the implementation of IPHMAS.

If committee members have any questions, please contact me at 888-5451 or contact me by e-mail at bob.keller@mcleancountyil.gov.

**A Resolution of the McLean County Board
Authorizing the McLean County Health Department to Participate in an
Intergovernmental Mutual Aid Agreement to Establish and Operate the Illinois
Public Health Mutual Aid System (IPHMAS)**

WHEREAS, recent events and the potential for a bioterrorism event have prompted the need and desire to strengthen the preparedness of the public health system in the State of Illinois to respond to emergencies; and,

WHEREAS, the strength of the public health system in the State of Illinois resides primarily in the capacities and responsiveness of the cooperative efforts of the Illinois Department of Public Health and local public health departments established by units of local government and certified by the Illinois Department of Public Health; and,

WHEREAS, local public health departments throughout Illinois receive assistance from the Illinois Department of Public Health but, in an emergency, local public health departments may require the availability of assistance from other local health departments to augment their capacities during emergencies; and,

WHEREAS, local public health departments wish to prepare for potential emergencies which may require that they provide aid and assistance to other local public health departments or that they request aid and assistance from other local public health departments; and,

WHEREAS, the objective of preparing for these emergencies can be furthered by the establishment of a state-wide mutual aid and assistance system between and among the local public health departments of this state, consistent with the plans and programs of the Illinois Department of Public Health; and,

WHEREAS, the McLean County Board of Health has approved the McLean County Health Department's active participation in the Illinois Public Health Mutual Aid System and recommended that the McLean County Board also approve the intergovernmental agreement authorizing the McLean County Health Department's participation in the attached IPHMAS mutual aid agreement.

NOW, THEREFORE, BE IT RESOLVED, by the McLean County Board, now meeting in regular session, as follows:

That the McLean County Board is hereby identified as a party to this intergovernmental agreement and the McLean County Health Department is authorized to participate in the IPHMAS mutual aid agreement effective upon the approval of this resolution.

ADOPTED by the McLean County Board this 19th day of October, 2004.

APPROVED:

Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

Peggy Ann Milton, Clerk of the County Board
of McLean County, Illinois

INTERGOVERNMENTAL MUTUAL AID AGREEMENT
for the establishment of the
ILLINOIS PUBLIC HEALTH MUTUAL AID SYSTEM
(IPHMAS)

This Intergovernmental Mutual Aid Agreement ("Agreement" or "Mutual Aid Agreement") is entered into this 19th of October, 2004 by and between the units of local government having a local health department which is certified by the Illinois Department of Public Health ("parties") set forth on the execution pages hereto, including all counterparts, as of the date this Agreement is executed by an authorized signatory of each such party.

WHEREAS, recent events have prompted the desire to strengthen the preparedness of the public health system in the State of Illinois; and,

WHEREAS, the strength of the public health system in the State of Illinois resides primarily in the capacities and responsiveness of the cooperative efforts of the Illinois Department of Public Health and local public health departments established by units of local government and certified by the Illinois Department of Public Health; and,

WHEREAS, local public health departments throughout Illinois receive assistance from the Illinois Department of Public Health but, in an emergency, local public health departments may require the availability of assistance from other local health departments as well; and,

WHEREAS, local public health departments wish to prepare for potential emergencies which may require that they provide aid and assistance to other local public health departments or that they request aid and assistance from other local public health departments; and,

WHEREAS, the objective of preparing for these emergencies can be furthered by the establishment of a state-wide mutual aid and assistance system between and among the local public health departments of this state, consistent with the plans and programs of the Illinois Department of Public Health; and,

WHEREAS, to accomplish this objective, the parties to this Agreement wish to establish an association which shall be referred to as the **ILLINOIS PUBLIC HEALTH MUTUAL AID SYSTEM (IPHMAS)**, the membership in which shall be achieved by any units of local government having a local health department which is certified by the Illinois Department of Public Health within the State of Illinois which elects to participate as a party to this Mutual Aid Agreement as provided for herein; and,

WHEREAS, the parties hereto have determined that it is in their best interests to enter

into this Mutual Aid Agreement to promote the availability of benefits of mutual aid and assistance in providing local public health resources to the residents of the State of Illinois, including but not limited to personnel, equipment, supplies and/or services in the event of an emergency; and,

WHEREAS, the parties hereto have determined that it is in their best interests to form and participate in the IPHMAS and to adopt procedures for communications, exercises, training and other necessary functions consistent with the plans and programs of the Illinois Department of Public Health, in order to further the objective of providing mutual aid and assistance to one another in an emergency;

NOW, THEREFORE, in consideration of the foregoing recitals, **THE PARTIES AGREE AS FOLLOWS:**

SECTION ONE

Purpose

It is recognized and acknowledged that in certain potential situations, the provision of assistance consisting of personnel, equipment, supplies and/or services by a local public health department outside its territorial limits in order to assist another local public health department is desirable and necessary to preserve and protect the health, safety and welfare of the residents of the State of Illinois. These potential situations include, but are not limited to, bioterrorism or terrorism events, outbreaks or release of dangerously contagious or infectious disease, infectious agents, chemical agents or toxins, natural disasters, technological hazards, man-made disasters, civil emergencies, community disorders, insurgency, enemy attack, or other public health emergencies that possess the high probability of death, long-term disability, or substantial future harm in the affected population. The promotion and coordination of such assistance through the IPHMAS to be established through this Agreement is desirable for the effective and efficient provision of mutual aid and assistance.

SECTION TWO

Definitions

For the purpose of this Mutual Aid Agreement, the following terms shall be defined as follows:

A. **"ILLINOIS PUBLIC HEALTH MUTUAL AID SYSTEM" or "IPHMAS"**:
An association of local health departments certified by the Illinois Department of Public Health whereby aid and assistance is authorized to be provided to a Stricken Member Entity by the Aiding Member Entity(ies) in accordance with the terms of this Agreement.

B. **"Member Entity"**: A unit of local government, including but not limited to a

county, municipality, township, or public health district, having a local public health department which is certified by the Illinois Department of Public Health and, which participates in the IPHMAS and has been appropriately authorized by its governing body to enter into this Agreement.

C. "Stricken Member Entity": A Member Entity which requests aid and assistance pursuant to this Agreement.

D. "Aiding Member Entity": A Member Entity which furnishes equipment, personnel, supplies and/or services upon the request of a Stricken Member pursuant to this Agreement in the event of an emergency.

E. "Emergency": An occurrence or condition in a Member Entity's territorial jurisdiction which results or potentially results in a situation of such magnitude and/or consequence that it cannot be adequately handled by the Stricken Member Entity and such that the Member Entity determines the necessity and advisability of requesting aid and assistance, including but not limited to, bioterrorism or terrorism events, outbreaks or release of dangerously contagious or infectious disease, infectious agents, chemical agents, or toxins, natural disasters, technological hazards, man-made disasters, civil emergencies, community disorders, insurgency, enemy attack, or other public health emergencies that possess the high probability of death, long-term disability, or substantial future harm in the affected population.

F. "Executive Board": The governing board of IPHMAS, the composition of which is provided in Section Sixteen herein.

G. "Local Public Health Officer": The Public Health Administrator / Executive Director or designee, who, subject to the authority of the unit of local government or the board of health, shall be in charge of the local public health department operated by a Member Entity.

SECTION THREE

Authority and Action to Effect Aid and Assistance

A. Authority of Local Public Health Officers. Each party, consisting of the governing body of a Member Entity hereby authorizes and directs the Local Public Health Officer to determine when it is appropriate to render and/or request aid and assistance from the other Member Entities in the event of an Emergency as provided in this Agreement and to take necessary action in furtherance of said determination. The aid and assistance rendered may consist of available personnel, equipment, supplies and/or services, to the extent such aid is not required for adequate protection of the geographic area which is within the jurisdictional boundaries of the Aiding Member Entity. The judgment of the Local Public Health Officer of the Aiding Member Entity shall be final as to the personnel, equipment, supplies and/or services to be provided pursuant to this

Agreement.

B. Requests for Aid and Assistance. Whenever an emergency is or potentially may become of such magnitude and consequence that the Local Public Health Officer of the Stricken Member Entity determines that it is advisable to request aid and assistance pursuant to this Mutual Aid Agreement, he/she shall notify the Aiding Member Entity(ies) of the nature and location of the emergency and the type and amount of personnel, equipment, supplies and/or services requested from the Aiding Member Entity(ies). The Illinois Department of Public Health and the Executive Board of the **IPHMAS** simultaneously shall be notified of the existence of the emergency and the aid being requested.

C. The Member Entities hereby authorize and direct their respective Local Public Health Officer to participate in an election to select members of the Executive Board and to participate as an Executive Board member should he/she be selected as provided in Section Sixteen.

D. The Local Public Health Officer of the Aiding Member Entity(ies) shall take the following action immediately upon being requested for aid and assistance under this Agreement:

1. Determine what personnel, equipment, supplies, and/or services are being requested by the Stricken Member Entity;
2. Determine if the requested personnel, equipment, supplies, and/or services can be committed by the Aiding Member Entity in response to the request from the Stricken Member Entity;
3. Dispatch immediately the requested personnel, equipment, supplies, and/or services, to the extent available, to the location of the emergency reported by the Stricken Member Entity in accordance with the procedures of **IPHMAS**;
4. Notify the Stricken Member Entity immediately if any or all of the requested personnel, equipment, supplies, and/or services cannot be provided as previously committed.

SECTION FOUR **Personnel and Equipment**

Aiding Member Entity Personnel dispatched to aid and assist a Stricken Member Entity pursuant to this Agreement shall remain employees of the Aiding Member Entity. Aiding Member Entity Personnel rendering aid and assistance shall report for direction and assignment at the scene of the emergency to the Local Public Health Officer of the Stricken Member Entity or his/her designee. The Aiding Member Entity rendering aid and assistance shall at all times

have the right to withdraw any and all aid and assistance upon the order of its Local Public Health Officer or his/her designee; provided, however, that the Aiding Member Entity withdrawing such aid and assistance shall immediately notify the Local Public Health Officer of

the Stricken Member Entity or his/her designee of the withdrawal of such aid and assistance and the extent of such withdrawal.

Each Member Entity shall be responsible for the payment of any and all compensation owed to its personnel arising out of their participation in the activities provided under this Mutual Aid Agreement including, but not limited to, wages, salary, health insurance and fringe benefits, as applicable.

Each Member Entity shall be responsible for the payment of workers' compensation and occupational disease benefits, if any are owed, to its personnel, in the event of compensable injuries or illnesses arising out of the activities provided for under this Agreement. Irrespective of any assertion that any party is a "borrowing employer" or a "loaning employer," within the meaning of the Illinois Workers' Compensation Act (820 ILCS 305) and the Workers' Occupational Diseases Act (820 ILCS 310), the party which directly employs personnel shall be responsible for payment of any workers' compensation or occupational disease benefits, if any are owed, as a result of illness or injury arising out of and in the course of the activities provided for under this Mutual Aid Agreement.

SECTION FIVE **Compensation for Aid and Assistance**

Any resources, including but not limited to, personnel, equipment, supplies, and/or services provided pursuant to this Agreement shall be at no charge to the Stricken Member Entity requesting aid and assistance; however, any expenses recoverable from third parties shall be equitably distributed, as determined by the IPHMAS Executive Board, among the Member Entities supplying the aid and assistance. Nothing herein shall operate to bar any recovery of funds from any state or federal agency under any existing statute or other compensation mechanism.

SECTION SIX **Insurance**

Each IPHMAS Member Entity shall be responsible for maintaining its own insurance or self insurance program with respect to liabilities to its employees or to third parties that may reasonably result from the performance of its lawful functions, including those functions which are contemplated by this Mutual Aid Agreement. Each IPHMAS Member Entity shall bear the cost of its own defense. This Mutual Aid Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one Member Entity with respect to third parties or to increase the liability of any party beyond that which is imposed by law.

SECTION SEVEN **Waiver of Claims**

Each IPHMAS Member Entity agrees and hereby releases and waives all claims against all other Member Entities participating in this Mutual Aid Agreement with respect to any loss, damage, personal injury, or death sustained by that Member Entity, its employees, or third

parties as a result of its participation in the activities covered by this Mutual Aid Agreement, except to the extent that such claim alleges gross negligence or willful and wanton misconduct by a IPHMAS Member Entity participating in this Mutual Aid Agreement.

SECTION EIGHT
Non-Liability for Failure to Render Aid

The rendering of aid and assistance under the terms of this Mutual Aid Agreement shall be voluntary. While each Aiding Member Entity agrees to use its best efforts to immediately notify the Stricken Member Entity of the Aiding Member Entity's inability to render aid and assistance; no party shall be liable for failure to immediately notify the Stricken Member Entity of such inability to respond.

Notwithstanding any other provision of this agreement, no liability of any kind or nature shall be attributed to or be deemed expressly or implicitly assumed by a Member Entity or its duly authorized agents and personnel, for a decision not to render aid and assistance, nor shall there be any liability of a Member Entity for withdrawal of aid and assistance once provided pursuant to the terms of this Mutual Aid Agreement.

SECTION NINE
Term and Termination

This Mutual Aid Agreement shall be in effect for a term of one (1) year from the date of signature hereof and shall automatically renew for successive one-year terms unless terminated in accordance with this Section.

Any Member Entity participating herein may terminate its participation in this Agreement which termination shall constitute termination of the Member Entity's participation in the IPHMAS, at any time, provided that the Member Entity wishing to terminate its participation shall give written notice to the Executive Board specifying the date of termination, such notice to be given at least sixty (60) calendar days prior to the specified date of termination of participation. The written notice provided herein shall be given in the manner provided in SECTION THIRTEEN hereunder. In the event any Member Entity terminates its participation in this Agreement, this Agreement shall remain in full force and effect as between all other Member Entities who are signatories hereto.

SECTION TEN
Effectiveness

This Mutual Aid Agreement shall be in full force and effective to each Member Entity upon execution on behalf of such Member Entity in the manner provided by law.

SECTION ELEVEN
Binding Effect

This Mutual Aid Agreement is not assignable or transferable.

SECTION TWELVE

Validity

The invalidity of any provision of this Mutual Aid Agreement shall not render invalid any other provision. If, for any reason, any provision of this Mutual Aid Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deemed severable and the remaining provisions of this Mutual Aid Agreement shall survive and shall remain in force and effect.

SECTION THIRTEEN

Notices

All notices hereunder shall be in writing and shall be served personally or by registered mail or certified mail to the parties at their official places of business, with a copy sent to such addresses as may be designated from time to time on the **IPHMAS** Member Entity Roster.

SECTION FOURTEEN

Governing Law

This Mutual Aid Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois.

SECTION FIFTEEN

Execution in Counterparts

This Mutual Aid Agreement may be executed in multiple counterparts or duplicate originals, each of which shall constitute and be deemed as one and the same document. The Executive Board of **IPHMAS** shall maintain a complete set of original counterparts with respect to each party to this Agreement.

SECTION SIXTEEN

Executive Board of IPHMAS

An Executive Board is hereby established for the purpose of facilitating requests for assistance, gathering and analyzing data regarding requests for mutual aid, disseminating outcomes information regarding mutual aid requests, and performing all duties set out in this Mutual Aid Agreement. To facilitate the implementation of the **IPHMAS**, the Executive Board may adopt bylaws, policies and procedures regarding any matters deemed necessary by the Member Entities.

The Executive Board shall be composed of nine (9) representatives from the **IPHMAS** Member Entities to be elected by a simple majority vote of the Local Public Health Officers representing each participating **IPHMAS** Member Entity. Of those members initially elected, three (3) shall serve for a term of three (3) years; three (3) shall serve for a term of two (2) years; and three (3) shall serve for a term of one (1) year. Thereafter, each elected member shall hold office for a term of three (3) years.

A President and Vice-President of the Executive Board shall be elected from the representatives of the Member Entities and shall serve without compensation. The President, Vice-President and other officers as are provided for in the bylaws shall coordinate the activities of the **IPHMAS**.

The Director of the Illinois Department of Public Health (hereinafter "IDPH") may appoint two employees from the Division of Emergency Preparedness and Response within IDPH to serve as liaisons between the IDPH and local public health entities. Such IDPH employees shall not be members of the Executive Board of the **IPHMAS** but may regularly attend Executive Board meetings and participate as determined by the Executive Board or the Member Entities.

SECTION SEVENTEEN
Duties of the Executive Board

The Executive Board shall perform those duties as stated in this Mutual Aid Agreement, adopt the bylaws, policies and procedures of the **IPHMAS**, for the purpose of governing the conduct of its own meetings and administrative functions and other relevant matters pertinent to the facilitation and operation of this Mutual Aid Agreement as it deems necessary. The Executive Board's role shall be advisory only and no determination of the Executive Board shall be binding upon any party unless that party has agreed to be bound by such determination in the manner provided by law.

SECTION EIGHTEEN
Amendments

This Mutual Aid Agreement may only be amended by written consent of all the parties hereto. This shall not preclude the amendment of the bylaws, policies and procedures of the **IPHMAS** as adopted by the Executive Board.

SECTION NINETEEN
Authorized Signatory

The undersigned affirm that they have authority to sign on behalf of the **Member Entity** and the **Member Entity** hereby agrees to be bound by the terms of this Mutual Aid Agreement provided herein. **The Signatories below certify that this ILLINOIS PUBLIC HEALTH MUTUAL AID SYSTEM (IPHMAS) Mutual Aid Agreement has been adopted and approved by resolution, a copy of which document is attached hereto.**

APPROVED:

P.A. "Sue" Berglund
President
McLean County Board of Health

Robert J. Keller, Director
McLean County Health Department

Michael F. Sweeney, Chairman
McLean County Board

ATTEST:

Peggy Ann Milton, Clerk of the County
Board of McLean County Illinois

Keller, Bob

From: GEORGE RUDIS [GRUDIS@idph.state.il.us]
Sent: Thursday, July 29, 2004 4:35 PM
To: hchd@adams.net; jcadog@aol.com; rpetersdmr@aol.com; wilhelm_john@cdph.org; gripka@cin.net; jerry@cityofevanston.org; nbluhm@co.adams.il.us; dgalassie@co.lake.il.us; pjmcnult@co.mchenry.il.us; wtrute@co.rock-island.il.us; jims@co.sangamon.il.us; shelbyhealth@consolidated.net; ggrigsby@ctitech.com; dking@cuphd.org; rooke@cwlp.com; kgrush@dekalbcounty.org; llewis@dupagehealth.org; epatton@eshd.org; calchd@ezl.com; menard@famvid.com; mengland@fultoncountyhealth.com; phin@hcil.net; jworkman@healthdept.org; s7lgarner@hotmail.com; samarti@hotmail.com; tjokisch@hotmail.com; tsmith1734@hotmail.com; mlm@jchdonline.org; gchance@knoxcountyhealth.org; mhillman@lchd.us; mhilliar@logancountyhealth.org; mchd@macomb.com; Keller, Bob; hchd@midwest.net; richp@midwest.net; dpbchd98@monticello.net; tazewell@mtco.com; aminor@netcare-il.com; dobrien@oglecounty.org; moco hd@one-eleven.net; kevinh@scchd.org; Lowell.Huckleberry@skokie.org; bchdx@theramp.net; slaker@vchd.org; polyak@vii.oak-park.il.us; cindy@wabashhealth.org; mbacon@wchd.org; jzelko@willcountyhealth.org; fedgar61920@yahoo.com; misskitty55_2000@yahoo.com
Cc: Hfinjbr@aol.com; ANNE MURPHY; ERIC WHITAKER; GARY ROBINSON; LEE ANN SCHOEFFEL; TOM SCHAFFER
Subject: Intergovernmental Mutual Aid Agreement



04June04FINALIPH
MAS.pdf (25 KB...

FROM ERIC WHITAKER, M.D., M.P.H.

I am proud to announce that the Intergovernmental Mutual Aid Agreement for the establishment of the Illinois Public Health Mutual Aid System (IPHMAS) has been endorsed by the Local Health Liaison Committee.

The attached intergovernmental mutual aid agreement can be entered into by units of local government having a certified local health department to allow mutual aid and assistance among certified local health departments during an emergency. This agreement creates a mutual aid system for local health departments that is similar to the Mutual Aid Box Alarm System (MABAS) among fire departments and the Illinois Law Enforcement Alarm System (ILEAS) among law enforcement agencies.

This document has been in draft format for over a year. Department legal staff worked with local health department attorneys from the Cook County Department of Public Health, Chicago Department of Public Health, Kane County Health Department, DuPage County Health Department and the City of Springfield to make it an effective means to ensure mutual aid.

This document has been revised to include county board approval, clarification of parties, and its limitation to certified local health departments. This agreement ensures that each IPHMAS member entity shall be responsible for maintaining its own insurance program.

This agreement also states that an Executive Board, composed of 9 representatives from the IPHMAS member entities, be established for the purpose of facilitating requests for assistance, gathering data regarding requests for mutual aid, disseminating outcomes information regarding mutual aid requests and performing all duties set out in the Mutual Aid Agreement. The rendering of aid and assistance under the terms of this agreement shall be voluntary. I would like to thank the Illinois Association of Boards of Health for raising the issue of mutual aid and Steve Laker for his role in finalizing this agreement.



Ruth Weber
County Recorder
(309) 888-5171 Fax (309) 888-5927 e-mail: ruth@mclean.gov
104 W. Front, Room 708 P.O. Box 2400 Bloomington, Illinois 61702-2400

MONTHLY REPORT
OF
OFFICIAL RECEIPTS

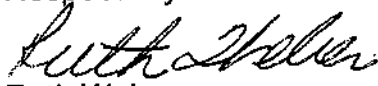
TO THE COUNTY BOARD OF MCLEAN COUNTY

I, Ruth Weber, County Recorder, in and for the County of McLean and the State of Illinois, respectfully present the following report of all fees received for my office, for and during the period of August 2, 2004 through August 31, 2004.

RECEIPTS:

Copy Fees	\$2,678.25
Recording Fees	60,693.00
County Revenue Stamps	44,470.00
Microfilm Sales	220.00
Recorder Receivable	266.00
Document Storage	12,147.00
GIS Document Storage	4,049.00
Document Storage Receivable	150.00
State Revenue Stamps	88,340.00
GIS Fund	8,098.00
GIS Receivable	150.00
Total Receipts	\$221,261.25
Deposited with County Treasurer	\$221,261.25
Balance on hand 09/01/04	
Cash	\$50.00
Accounts Receivable	566.00
Total	\$616.00

Respectfully submitted this 3rd day of September, 2004


Ruth Weber
County Recorder