

VILLAGE OF RICHMOND  
5600 HUNTER DRIVE  
REGULAR BOARD MEETING NOTICE  
MAY 1, 2025  
AGENDA  
7:00 PM

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. ROLL CALL
4. ANNOUNCEMENTS/REQUESTS:
  - a. LRS Spring Curbside Leaf Vacuuming, Friday, May 23rd
5. PUBLIC COMMENTS
6. UNFINISHED BUSINESS: None
7. ADMINISTER OATHS OF OFFICE TO NEWLY ELECTED OFFICIALS
8. CONSENT AGENDA:
  - a. Motion to approve the Regular Board Minutes for April 17, 2025
  - b. Motion to approve Fiscal Year 2026 Appointments by Village President
  - c. Motion to approve & authorize the Village President to sign the George Roach & Associates Fiscal Year 2026 Financial Consulting Contract not to exceed \$5,000.00
  - d. Motion to approve & authorize the Village President to sign the GWA Audit Letter of Understanding for year ending April 30, 2025 not to exceed \$21,250.00
  - e. Proclamation announcing the 56<sup>th</sup> Annual Professional Municipal Clerks Week, May 4 - 10, 2025
  - f. Proclamation announcing National Peace Officers Memorial Day, May 15<sup>th</sup>
  - g. Motion to Authorize the Police Chief to expend Police fund for items within the budget that exceeds purchasing authority for the following items/services, at not to exceed amounts and waive formal bid process:
    - \$81,362.68 Dispatching Services (By Contract)
    - \$66,443.55 Police Vehicle (Purchased thru State Bid)
    - \$21,000.00 Flock Cameras
  - h. Motion to Authorize the Village Clerk to spend Administrative funds for items within the budget that exceeds purchasing authority for the following items/services, at not to exceed amounts and waive formal bid process:
    - \$20,000.00 HVAC (1) Air Conditioner and (1) Furnace with crane (Per Quote)
    - \$12,000.00 Replacement of Computer Server
    - \$10,000.00 New Switches/Firewall
  - i. Motion to Authorize the Supt. of PW to spend funds for items within the budget that exceeds purchasing authority for the following items/services, at not to exceed amounts and waive formal bid process:
    - \$85,000.00 ¾ Ton Pickup with Utility Box and Snow Plow (Streets)
    - \$50,000.00 Public Works Facility Addition-Plans (Streets)
    - \$26,200.00 Reclamite for 2024 Road Program Maintenance (Streets)
    - \$50,000.00 Sidewalk Maintenance Repairs (Streets)
    - \$35,000.00 Contracted Tree Service Tree Removal McConnell Park, Misc. (Streets)
    - \$17,119.80 Salt (Purchased thru Lake/McHenry County Bid) (Streets)
    - \$30,000.00 Maintenance Utility Lines (Water)
    - \$25,000.00 Sanitary Sewer Collection System-Jetting & Televising (Sewer)
    - \$65,000.00 Sludge Disposal from Reed Beds (Sewer)
  - j. Motion to approve a Resolution Authorizing a Revised Intergovernmental Agreement for Participation in the Illinois Public Works Mutual Aid Network
9. NEW BUSINESS:
  - a. Motion to approve a request for monetary contribution from Jake Young regarding Eagle Scout Project
  - b. Presentation by Epstein Global regarding the Village of Richmond Bicycle & Pedestrian Plan
  - c. Motion to approve the Village of Richmond Bicycle & Pedestrian Plan dated Spring 2025
10. COMMITTEE/DEPARTMENT REPORTS:
  - a. Community Development
  - b. Administration/Police
  - c. Public Works/Engineering
  - d. Village Clerk
11. PRESIDENT'S COMMENTS
12. TRUSTEE COMMENTS
13. CLOSED SESSION: Personnel (5 ILCS 120/2(c)(1)), Acquisition of Property (5 ILCS 120/2(c)(5)), Real Estate: Setting Price for Sale/Lease of Municipal Property (5 ILCS 120/2(c)(6)), Litigation (5 ILCS 120/2(c)(11)), Approval/Semi-Annual Review of Closed Minutes (5 ILCS 120/2(c)(21))
14. ACTION RESULTING FROM CLOSED SESSION
15. ADJOURNMENT

POSTED: April 25, 2025



# Village of Richmond

INCORPORATED 1872

## FY 2026 APPOINTMENTS BY VILLAGE PRESIDENT

VILLAGE CLERK/COLLECTOR (4 Yr. Term)	KARLA L. THOMAS (EXPIRES 4/30/2029)
VILLAGE TREASURER	THOMAS SCHIMMING (EXPIRES 4/30/2026)
VILLAGE ATTORNEY	BRANDY QUANCE/ZRFM (EXPIRES 4/30/2026)
VILLAGE PROSECUTOR	ZUKOWSKI, ROGERS, FLOOD & MCARDLE (EXPIRES 4/30/2026)
VILLAGE ADJUDICATION PROSECUTOR	STEVEN MCARDLE (EXPIRES 4/30/2026)
ADMINISTRATIVE LAW JUDGE	HENRY TONIGAN (EXPIRES 4/30/2026)
SUPERINTENDENT OF PUBLIC WORKS	JON SCHMITT (EXPIRES 4/30/2026)
VILLAGE ENGINEERS	BAXTER & WOODMAN (EXPIRES 4/30/2026)
ZONING HEARING OFFICER	TIM HARTNETT (EXPIRES 4/30/2026)
PLAN COMMISSION (5 Yr. Term; Chair 1-Yr.)	LAURI OLSON-AS CHAIR (EXPIRES 4/30/2026)
POLICE CHIEF/VILLAGE ADMINISTRATOR/ DEVELOPMENT ADMIN. OF UDO	CIRO CETRANGOLO (EXPIRES 4/30/2026)
POLICE COMMISSION (3 Yr. Term)	LARRY JONES (EXPIRES 4/30/2028)
COMMUNITY DEVELOPMENT COMMITTEE (2 Yr. Term) APPT THRU 4/30/2027	BOB ELLIOTT-CHAIR FRANK PEILER LINDA WEISS



Accounting • Auditing • Consulting

44 N. Walkup Ave.  
Crystal Lake, IL 60014  
T: 815-459-0700  
GRA-CPA.com

April 17, 2025

To the President and Members of the Board  
Village of Richmond  
5600 Hunter Drive  
Richmond, IL 60071

Dear Ms. Wardanian:

This letter confirms our mutual understanding with respect to the engagement of George Roach & Associates, P.C. (hereinafter "firm", "we", or "us") by Village of Richmond, IL (hereinafter "client" or "you") to provide professional accounting advisory and consulting services.

We will provide consulting and advisory services to the Village as requested. Typically, the consulting process involves some combination of activities relating to determination of client objective, fact-finding, definition of the problems or opportunities, evaluation of alternatives, formulation of proposed action, communication of results, implementation, and follow-up. Most often these services are to provide counsel in a short time frame, based mostly, if not entirely, on existing personal knowledge about the client, the circumstances, the technical matters involved, client representations, and the mutual intent of the parties. Examples of advisory services are an operational review and improvement study, analysis of an accounting system, assistance with strategic planning, comparison of documents, schedules, or analyses with certain specified attributes, performance of mathematical computations, performance of specific procedures on work performed by others, and definition of requirements for an information system. Any prepared statements are for management use and analysis only, we express no opinion or express any assurance on the information provided. The implementation and conduct of the management of the Village is solely, the responsibility of the Village. The sufficiency of any implementation and management of the procedures is solely the responsibility of the Village.

The client shall upon the receipt of written notice indemnify and hold the firm and its affiliates, and their partners, principals, and personnel, harmless against all costs, fees, expenses, damages, and liabilities (including legal defense costs) associated with any third-party claim arising from or relating to any misrepresentation to firm by the Client or the withholding or concealment of information from the firm by the client. In addition, the Client shall upon receipt of written notice indemnify and hold the firm and its affiliates, and their partners, principals and personnel, harmless against all punitive damages associated with any third-party claim arising from or relating to: (i) any services, work product, or deliverables from the firm that the Client or its management uses or discloses to others; or (ii) this engagement generally. The terms of this paragraph shall apply regardless of the nature of any claim asserted (including those arising from contract law, statutes, regulations, or any form of negligence of the Client, whether arising out of tort, strict liability, or otherwise) and whether or not the firm was advised of the possibility of the damage or loss asserted. These terms shall also continue to apply after any termination of this agreement by either party and during any dispute between the parties.

With respect to any services, work product, or other deliverables hereunder, or this engagement generally, the firm's liability to the Client shall in no event exceed the fees that it receives for the portion of the work giving rise to liability, nor shall the firm's liability include any special, consequential, incidental, or exemplary damages or loss, including any lost profits, savings, or business opportunity. The limitation on liability provisions of this engagement letter will apply to the fullest extent of the law, whether in contract, statute, tort (such as negligence), or otherwise. The parties' agreements and undertakings contained in this engagement letter, such as those pertaining to the limitation on liability, will survive the completion or termination of this engagement. The parties agree that their rights and obligations hereunder will be construed and governed under the laws of the State of Illinois.

Either party may terminate this engagement, with or without cause, by providing a written 30 day notice to the other party. In the event of early termination for any reason, the client will be invoiced and agrees to remit payment for time and expenses incurred up to the end of the notice period together with reasonable time and expenses incurred to bring the engagement to a close in a prompt and orderly manner. Neither the client nor the firm shall have any liability to the other for any loss or consequential damage arising from early termination by either the client or the firm.

George Roach is the engagement partner for the services specified in this letter. His responsibilities include supervising the Firm's services performed as part of this engagement.

Prior to preparation and execution of this engagement letter, we discussed with you the fact that we provide clients with attest and accounting services, as well as services specifically focused on identifying and addressing weaknesses in internal controls (internal control review), and on searching for the existence of fraud within your company (fraud audit). We further explained the additional costs associated with such different levels of service. After consideration of such services, you have informed us that you wish to retain us to perform the agreed upon procedures services described in this letter.

Our engagement cannot be relied upon to disclose errors, irregularities, or illegal acts, including fraud or defalcations, which may exist. However, we will inform you of any such matters that come to our attention. Further, our engagement is not designed to provide assurance on internal controls or to identify reportable conditions, that is, significant deficiencies or material weaknesses in the design or operation of internal control. Accordingly, we have no responsibility to identify and communicate significant deficiencies or material weaknesses in your internal control as part of this engagement, and our engagement cannot be relied upon to disclose the same. However, during the procedures, if we become aware of such reportable conditions, we will communicate them to you.

By your signature below, you acknowledge that you are responsible for management decisions and functions. That responsibility includes designating qualified individuals with the necessary expertise to be responsible and accountable for overseeing all the services we perform as part of this engagement, as well as evaluating the adequacy and results of the services performed. You are responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

We plan to begin our procedures upon the acceptance date of the Village and, unless unforeseeable problems are encountered, the engagement shall terminate April 30, 2026. To facilitate the timely completion of the engagement contemplated in this letter, you authorize us to send to or receive from you certain information, including correspondence via electronic means (i.e., email, DropBox, etc.). This authorization extends to the electronic transmission of information to or from any third parties we may engage to assist us in the engagement. The text of such correspondence, as well as any attachments thereto such as draft or final financial statements or other documents, may contain information of a sensitive nature. We represent to you that we have made a good faith effort to ensure that the security of our information technology infrastructure and our policies and procedures for handling client information meet customary standards. However, due to the inherent limitations of currently available security systems, we cannot provide absolute assurance that any information transmitted to or from us via electronic means will not be compromised as a result of unauthorized access to our files. As such, you agree to hold us harmless with respect to any loss you may suffer as a result of such compromise.

All documentation for this engagement remains the property of firm and constitutes confidential information.

All information you provide to us in connection with this engagement will be maintained by us on a strictly confidential basis. In the event we receive a subpoena or summons requesting that we produce documents from this engagement or testify about the engagement, we will notify you prior to responding to it if we are legally permitted to do so. You may, within the time permitted for our firm to respond to any request, initiate such legal action as you deem appropriate to protect information from discovery. If you take no action within the time permitted for us to respond or if your action does not result in a judicial order protecting us from supplying requested information, we may constitute your inaction or failure as consent to comply with the request. Time incurred in connection with subpoenas, and/ or other related legal matters involving you, and or your account, will be billed at our normal per diem rates.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

Our fees for this work is estimated on 12 hours of billable time on a quarterly basis at our regular hourly rates or not to exceed \$1,250 per quarter, whichever is less. Payment for service is due when rendered, and interim billings may be submitted as work progresses and expenses are incurred. Billings become delinquent if not paid within 30 days of the invoice date. If billings are not paid within 30 days of the invoice date, at our election, we may stop all work until your account is brought current, or we may withdraw from this engagement. The Village acknowledges and agrees that we are not required to continue work in the event of the Village's failure to pay on a timely basis for services rendered as required by this engagement letter. The Village further acknowledges and agrees that in

the event we stop work or withdraw from this engagement as a result of Village's failure to pay on a timely basis for services rendered as required by this engagement letter, we shall not be liable to the Village for any damages that occur as a result of our ceasing to render services.

We do not require a retainer as billing will be due at the end of each quarterly period.

At the conclusion of this engagement, we will return all original records you supplied to us. Your company records are the primary records for your operations and comprise the backup and support for your financial reports and tax returns. Our records and files are our property and are not a substitute for your own records. Our firm destroys our client files and all pertinent work papers after a retention period of 5 years, after which time these items will no longer be available. Catastrophic events or physical deterioration may result in our firm's records being unavailable. You should make and retain copies of original records given to us which may be needed after our retention period (e.g. basis information, agreements). By your signature below, you acknowledge and agree that upon the expiration of the 5-year period the firm shall be free to destroy our records relating to this engagement.

Parties to this engagement agree that any dispute that may arise regarding the meaning, performance or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation upon the written request of any party to the engagement subject to the selection of a mutually agreed upon mediator. All mediations initiated as a result of this engagement shall be administered pursuant to the mediation rules of the American Arbitration Association (AAA). The results of this mediation shall be binding only upon agreement of each party to be bound. Each party shall bear its own costs of any mediation proceeding. The mediation shall be confidential in all respects, as allowed or required by law, except our final settlement positions at mediation shall be admissible in litigation solely to determine the prevailing party's identity for purposes of the award of reasonable attorney's fees and costs. If any portion of this agreement is deemed invalid or unenforceable, said finding shall not operate to invalidate the remainder of the terms set forth in this engagement letter. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the State of Illinois.

If mediation fails to resolve the dispute or claim, the parties hereby agree to submit any action, claim or counterclaim whether based in contract, tort, statutory rights or otherwise to the Superior Court of the State of Illinois. The parties also agree that the laws of the State of Illinois shall govern all legal proceedings arising from this engagement.

The parties signing this engagement letter authorize and represent that they have the legal authority to bind the firm and/or Village listed on this contract. All parties to this agreement acknowledge and agree that facsimile, electronic and multi-party signatures used to execute this document will legally bind each party to the terms of this agreement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

We are looking forward to working with you on this engagement.

Very truly yours,

*George Roach & Associates, P.C.*

George Roach, MBA CPA  
George Roach & Associates, P.C.

APPROVED AND AUTHORIZED:

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

Dated: \_\_\_\_\_





April 11, 2025

To the President and Members of  
the Board of Village of Richmond  
Richmond, Illinois

We are pleased to confirm our understanding of the services we are to provide Village of Richmond for the year ended April 30, 2025.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the disclosures, which collectively comprise the basic financial statements of Village of Richmond as of and for the year ended April 30, 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Village of Richmond's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Village of Richmond's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Statements
- 3) Schedule of Changes in Net Pension Liability and Related Ratios
- 4) Schedule of Pension Contributions

We have also been engaged to report on supplementary information other than RSI that accompanies the Village of Richmond's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

- 1) Budgetary Comparison Statements For Proprietary Funds

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.



## **Auditor's Responsibilities for the Audit of the Financial Statements**

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of the financial statements does not relieve you of your responsibilities.

### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

Significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Village of Richmond's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of

the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

#### **Other Services**

We will also prepare the financial statements of the Village of Richmond in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of GW & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Cognizant Agency or Oversight Agency for Audit or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of GW & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to aforementioned parties or their designees. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

John Wysocki is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on a mutually agreed upon date.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$21,250 (\$23,250 if Governmental Auditing Standards audit is required). Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses.

and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

## Reporting

We will issue a written report upon completion of our audit of Village of Richmond's financial statements. Our report will be addressed to the President and Members of the Board of Village of Richmond. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to Village of Richmond and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

*GW & Associates, P.C.*

GW & Associates, P.C.

## RESPONSE:

This letter correctly sets forth the understanding of Village of Richmond

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PROCLAMATION#2025-02**  
**56th ANNUAL PROFESSIONAL MUNICIPAL CLERKS WEEK**  
**May 4 – 10, 2025**

**WHEREAS,** The Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

**WHEREAS,** The Office of the Professional Municipal Clerk is the oldest among public servants, and

**WHEREAS,** The Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

**WHEREAS,** Professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.

**WHEREAS,** The Professional Municipal Clerk serves as the information center on functions of local government and community.

**WHEREAS,** Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Professional Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.

**WHEREAS,** It is most appropriate that we recognize the accomplishments of the Office of the Professional Municipal Clerk.

**NOW, THEREFORE,** be it resolved that I, Toni Wardanian, President of the Village of Richmond, do recognize the week of May 4 through 10, 2025, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Karla L. Thomas and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

**PROCLAIMED AND DATED** this 1st day of May, 2025.

\_\_\_\_\_  
Toni Wardanian, Village President

ATTESTED:

\_\_\_\_\_  
Karla L. Thomas, Village Clerk



**PROCLAMATION#2025-03**  
**National Peace Officers Memorial Day**  
**May 15, 2025**



**WHEREAS**, there are more than 800,000 police officers now serving in communities across the United States, including the dedicated members of the Richmond Police Department; and

**WHEREAS**, according to the National Law Enforcement Memorial Fund, on average, one law enforcement officer is killed in the line of duty somewhere in the United States every 57 hours; and

**WHEREAS**, President John F. Kennedy, in 1962, was the first President to designate Police Week in recognition of the contribution the police officers of America have made to our civilization through their dedicated and selfless efforts in enforcing our laws, and proclaim Peace Officers Memorial Day in honor of the federal, state, and municipal peace officers who have been killed or disabled in the line of duty; and

**WHEREAS**, the police officers of Richmond have worked devotedly and selflessly on behalf of the people of this Village regardless of the peril or hazard to themselves; and

**WHEREAS**, by the enforcement of our laws, these same officers have safeguarded the lives and property of their fellow Americans and given use freedom from fear of the violence and civil disorder that often affects other nations; and

**WHEREAS**, these men and women by their patriotic service and their dedicated efforts have earned the gratitude of the Village of Richmond.

**NOW, THEREFORE**, be it resolved that I, Toni Wardanian, President of the Village of Richmond, McHenry County, do hereby recognize May 15, 2025 as National Peace Officers Memorial Day in the honor of the federal, state, and municipal officers who have been killed or disabled in the line of duty and in recognition of the service given by the men and women who, night and day, stand guard in our community and those across the country. I encourage the citizens of the Village of Richmond to show gratitude and respect to police officers in the Village and everywhere, at all times, but especially on this day.

**PROCLAIMED AND DATED** this 1st day of May, 2025.

\_\_\_\_\_  
Toni Wardanian, Village President

ATTEST:

\_\_\_\_\_  
Karla L. Thomas, Village Clerk





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1804 North Naper Boulevard, Suite 350, Naperville, IL 60563  
Phone 630.682.0085 ♦ Fax 630.682.0788 ♦ [www.ottosenlaw.com](http://www.ottosenlaw.com)

**To:** All Illinois Public Works Mutual Aid Network Member Agencies

**From:** Mark Doerfler, Executive Director and Karl Ottosen, Attorney

**Date:** October 24, 2024

**Re:** Revised Intergovernmental Agreement for Illinois Public Works Mutual Aid Network

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At its August 8, 2024, meeting, the Board of Directors of the Illinois Public Works Mutual Aid Network, Inc. voted to approve a revised intergovernmental agreement which will require all members desiring to continue in IPWMAN to approve. On October 23, 2024, the members approved the amendment of the agreement and by-laws.

There is no intent to change the day-to day and emergency response mutual aid program. There are a few issues which the IPWMAN Board believes should be revised through the approval of the new agreement. Significant changes from the current agreement are:

1. Clarification that mutual aid is not just for emergencies. Currently members assist each other with provision of equipment and personnel on a day-to-day basis and the new agreement expressly provides authority for this common practice.
2. The current by-laws provide for governance of IPWMAN by a not-for-profit corporate entity rather than by a board of members without a separate corporation. The Illinois Intergovernmental Corporation Act does not require the formation of a not-for-profit corporation to be the governing body. Revising the IPWMAN's agreement and by-laws to eliminate the corporate entity streamlines the organization and eliminates issues related to asset ownership, liability and tort immunity. All assets of the IPWMAN will be held in the intergovernmental agency's name going forward.
3. The new agreement provides a revised process for any future amendment. Any member may propose an amendment to the board of directors. If the board approves it, the proposed amendment will be sent to the entire membership 45 days before a general meeting. If at least 60% of the members present approve the amendment, a new intergovernmental agreement will be submitted to all members for the governing boards to approve by resolution.

Enclosed are the proposed new intergovernmental agreement, by-laws and draft resolution and ordinance authorizing the agreement. Either a resolution or ordinance may be used to authorize the agreement, with each member to modify for its own use. However, no changes may be made to the intergovernmental agreement and by-laws. If there are any questions regarding the revised agreement, please contact Mr. Doerfler.

## **RESOLUTION NO. R2025-02**

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this 1<sup>st</sup> day of May, 2025, by a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Title: Village President

ATTEST:

\_\_\_\_\_  
Clerk/Secretary



STATE OF ILLINOIS            )  
COUNTY OF McHenry        )    SS

**SECRETARY/CLERK'S CERTIFICATE**

I, Karla L. Thomas, the duly qualified and acting Secretary/Clerk of  
the Village of Richmond, McHenry County,

Illinois, do hereby certify that attached hereto is a true and correct copy of a  
Resolution entitled:

**RESOLUTION NO. R2025-02**

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR  
PARTICIPATION IN THE ILLINOIS PUBLIC WORKS MUTUAL AID NETWORK  
(IPW/MAN)**

which Resolution was duly adopted by said Council/Board at a meeting held on the  
1st day of May, 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 1st day of  
May, 2025.

\_\_\_\_\_  
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 1st day May of 2025.

For the Agency (Insert Name): \_\_\_\_\_

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

Its: Village President

*Attest*

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

Its: Village Clerk

### **APPROVED**

On behalf of the Illinois Public Works Mutual Aid Network

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

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

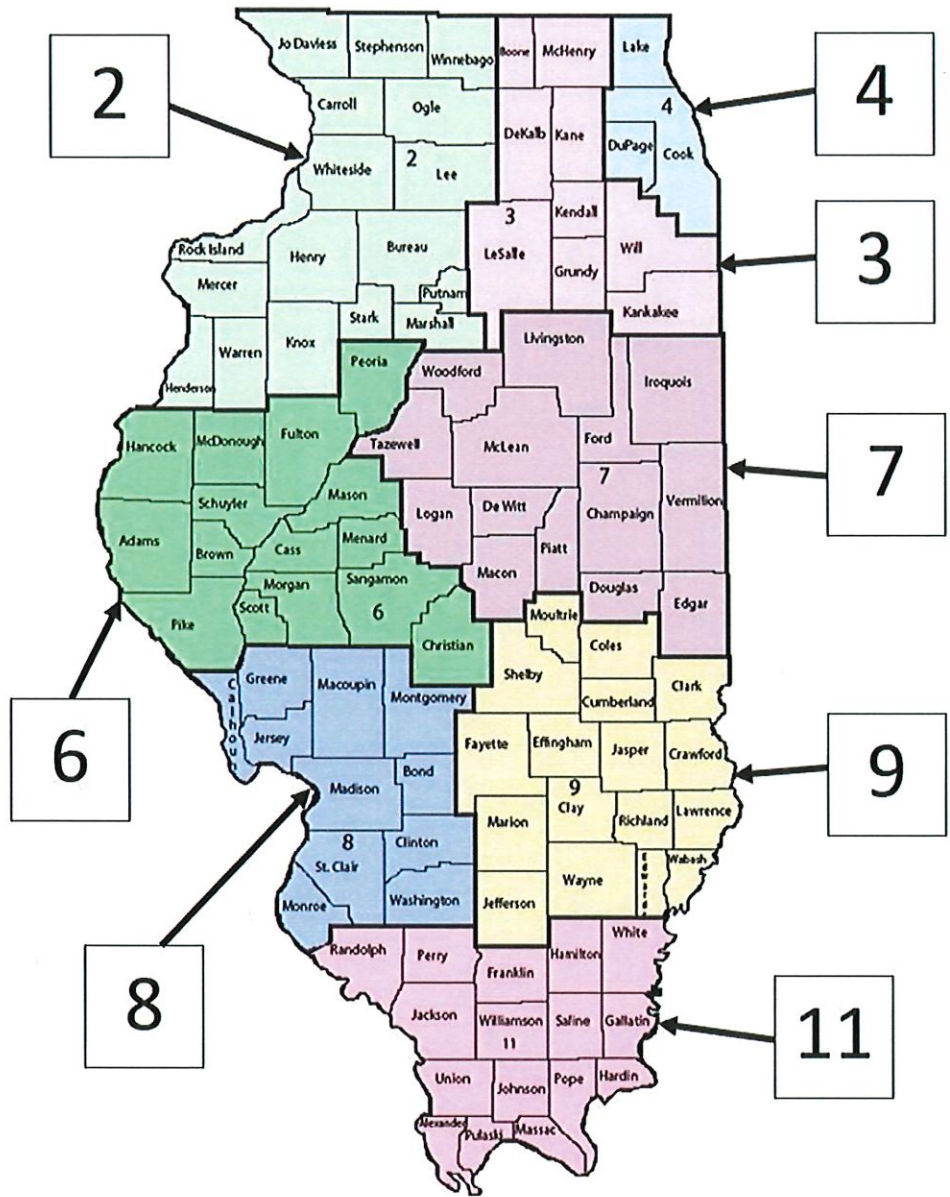
Vince Kilcullen  
President, IPWMAN Board of Directors

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



IPWMAN Region Map