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**MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY OF KENDALL, ILLINOIS
AND THE
KENDALL COUNTY HEALTH DEPARTMENT**

This Memorandum of Understanding ("Agreement") is made this 17th day of July, 2012 by and between the County of Kendall, Illinois, a unit of local government ("County") and the Kendall County Health Department ("KCHD"). For purposes of this Agreement, the County and KCHD may collectively be referred to as "Parties" and individually referred to as "Party."

WHEREAS, the County currently owns the building commonly known as the Kendall County Health and Human Services Building, located at 811 West John Street, Yorkville, Illinois 60560 ("the Property"); and

WHEREAS, on or about April 2, 2004, the parties executed a Letter of Understanding and Intent to memorialize the Parties' intent for the County to build the Property and for the KCHD staff and equipment to be relocated to the Property upon completion of construction; and

WHEREAS, as consideration for the promises set forth in the Letter of Understanding and Intent executed on or about April 2, 2004, KCHD agreed to make payments to the County in the amount of \$150,000 for fiscal year beginning December 2004 and increasing annually by 2.5% for a total of 23 years;

WHEREAS, on July 17, 2012, the County approved a lease agreement with the Kendall County Housing Authority ("KCHA") for KCHA to lease office space at the Property, specifically office number 130, from the County for a one (1) year period commencing on August 1, 2012; and

WHEREAS, in exchange for the office space, KCHA has agreed to pay to the County rent in the amount of \$400.00 per month, commencing on August 1, 2012 and continuing each month thereafter for the duration of KCHA's lease; and

WHEREAS, KCHD currently occupies a majority of the office space at the Property, and the KCHD recently vacated office space 130 to make said space available for use by the KCHA; and

WHEREAS, the Parties acknowledge that KCHD's annual rent payments will not decrease even though KCHD will vacate office number 130 and such space will be occupied by the KCHA; and

WHEREAS, the Parties agree that it is in their best interest to clarify how KCHD shall be reimbursed for its lost use of office space 130 and to clarify what shall happen to office number 130 if vacated by KCHA in the future;

NOW THEREFORE, in consideration of the mutual promises and undertakings set forth in this Memorandum of Understanding, the Parties hereby acknowledge and understand to proceed as set forth:

1. The above Recitals shall be incorporated into this Agreement as if fully set forth in Paragraph 1.
2. The County agrees to reimburse the KCHD in an amount equal to all rental monies that the County receives from KCHA during KCHA's lease of office space 130. Said reimbursement shall occur within thirty (30) calendar days after the County's receipt of the rent payments from the KCHA. The Parties understand and agree that the County shall not be responsible for reimbursement of any additional amount not actually collected by the County from the KCHA.
3. If KCHA vacates office space 130, the Parties agree that said office space shall be returned for use by the KCHD for the remainder of the term of the Parties' Letter of Understanding and Intent executed on or about April 2, 2004.
4. This Memorandum of Understanding shall become effective upon the date of acceptance by all parties hereto. No modification of this Memorandum of Understanding shall be binding upon the Parties unless the modification is approved in writing by all Parties.
5. This Memorandum of Understanding shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, State of Illinois. If any provision of this Memorandum of Understanding is held to be invalid, that provision shall be stricken from this Memorandum and the remaining provisions shall continue in full force and effect to the fullest extent possible.
6. This Memorandum of Understanding constitutes the final expression of the agreement of the parties. It is intended as a complete and exclusive statement of the terms of this Memorandum of Understanding, and it supersedes all prior and concurrent promises, representation, negotiations, discussions and Agreements that may have been made in connection with the subject matter hereof except for the Letter of Understanding and Intent executed on April 2, 2004.
7. This Memorandum of Understanding may be terminated by either Party by providing sixty (60) calendar days advance written notice to the other Party. All Notices given or sent hereunder shall be sent by United States Mail, postage prepaid, addressed to respective party at the following addresses. To the County: 111 W. Fox Street, Yorkville, Illinois 60560, with a copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560. To KCHD, 811 W. John Street, Yorkville, Illinois 60560.
8. The parties represent that all necessary acts have been taken to authorize and approve this Memorandum of Understanding in accordance with applicable law.

The foregoing Memorandum of Understanding has been adopted by resolutions of each of the parties thereto, duly recorded in the official proceeding of each, and as attested by the signatures affixed below.

KENDALL COUNTY, ILLINOIS

By: J Purcell
John Purcell
Chairman, Kendall County Board

Date: 7/17/12

KENDALL COUNTY HEALTH DEPARTMENT

By: _____
John Palmer, M.D.
President, Kendall County Board of Health

Date: _____