

**KENDALL COUNTY BOARD AGENDA
SPECIAL MEETING**

**Kendall County Office Building, Rooms 209 & 210, Yorkville IL 60560
November 29, 2022 at 6:00 p.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Agenda
5. Special Recognition
6. Public Comment
7. Consent Agenda
 - A. Approve County Health Fund Levy 2022 payable 2023 in an amount not to exceed \$1,511,000
 - B. Approve Veteran's Assistance Commission Fund Levy 2022 payable 2023 in an amount not to exceed \$350,961
 - C. Approve Tuberculosis Fund Levy 2022 payable 2023 in an amount not to exceed \$30,000
 - D. Approve Liability Insurance Fund Levy 2022 payable 2023 in an amount not to exceed \$1,305,300
 - E. Approve Social Security Fund Levy 2022 payable 2023 in an amount not to exceed \$1,600,000
 - F. Approve Illinois Municipal Retirement Fund Levy 2022 payable 2023 in an amount not to exceed \$2,400,000
 - G. Approve County Bridge Fund Levy 2022 payable 2023 in an amount not to exceed \$500,000
 - H. Approve County Highway Fund Levy 2022 payable 2023 in an amount not to exceed \$1,500,000
 - I. Approve Extension Education Fund Levy 2022 payable 2023 in an amount not to exceed \$192,163
 - J. Approve Senior Citizen Social Services Fund Levy 2022 payable 2023 in an amount not to exceed \$363,000
 - K. Approve 708 Mental Health Fund Levy 2022 payable 2023 in an amount not to exceed \$1,024,654
 - L. Approve General Fund Levy 2022 payable 2023 in an amount not to exceed \$13,612,375
 - M. Approval of the State's Attorney Appellate Prosecutor Resolution for Fiscal Year 2023 (December 1, 2022 to November 30, 2023) and authorization of payment for services in the amount not to exceed \$36,000.00
8. Executive Session
9. Old Business
 - A. Approval of Renewal and Third Amendment to Intergovernmental Agreement Between Kendall County, Illinois and Cook County, Illinois
10. New Business
 - A. Approval of a Resolution Naming the Eldamain Road Bridge
 - B. Approval of the Cancellation of the December 6th County Board Meeting
 - C. Approval of a Commercial Purchase and Sale Agreement between Paul Buck - Cynthia Buck and the County of Kendall for the Property located at 101 W Fox St. Yorkville in an amount not to exceed \$750,000 plus closing costs
11. Standing Committee Reports
 - A. Finance
 1. Approval of Claims in an amount not to exceed \$2,675,224.65
 2. Approval of agreement for disbursement and use of Kendall County's American Rescue Plan Act Funds with Kendall Township for the amount of \$20,047
12. Special Committee Reports
13. Chairman's Report
14. Other Business
 - A. Thank you to outgoing Board Members
15. Public Comment
16. Questions from the Press
17. Executive Session
18. Adjournment

If special accommodations or arrangements are needed to attend this County meeting,
please contact the Administration Office at 630-553-4171, a minimum 24-hours prior to the meeting time.

**RENEWAL AND THIRD AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT BETWEEN
KENDALL COUNTY, ILLINOIS AND COOK COUNTY, ILLINOIS**

This Renewal and Third Amendment (this "Renewal & Third Amendment") modifies the Intergovernmental Agreement effective September 14, 2016 (the "Agreement" or "IGA"), attached as Exhibit A, by and between the County of Cook, on behalf of the Sheriff of Cook County (collectively referred to as "Cook County") and the County of Kendall, on behalf of the Sheriff of Kendall County (collectively referred to as "Kendall County"), (collectively, the "Parties"), as amended on September 26, 2018 through the Renewal and First Amendment to the IGA ("2018 Renewal and First Amendment"), attached as Exhibit B, and as amended on September 16, 2020 through the Renewal and Second Amendment to the IGA ("2020 Renewal and Second Amendment"), attached as Exhibit C. This Renewal & Third Amendment shall be effective September 16, 2022.

WHEREAS, the Parties desire to exercise the Third Renewal Option set forth under Article III of the IGA; and

WHEREAS, the Parties desire to clarify the terms of the IGA for purposes of the cost of inmate medical care.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are conclusively acknowledged, the Parties mutually agree to amend the Agreement as follows:

- I. **TERM.** The first sentence of Article III, "Term of the Agreement/Cancellation" shall be deleted and replaced with the following language: "The term of this IGA shall be from 9/16/22 and end on 9/15/24. The Parties may renew this IGA every two years, thereafter. The renewal must be in writing and signed by both parties. This IGA may be amended upon the mutual written agreement of the parties. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party."
- II. **PER DIEM.** Article IV, Section G, as modified by the 2018 Renewal and First Amendment and the 2020 Renewal and Second Amendment, is deleted and replaced with the following language:
 1. **Inmate Housing Fee.** As consideration for the foregoing, Cook County agrees to provide compensation to Kendall County in the amount of seventy-five (\$75.00) per day, per detainee, and payment of each such sum in total shall be made monthly by Cook County as hereinafter specified. Failure of Cook County to so remit payment within a reasonable time as set forth below shall constitute breach of this Agreement and will constitute cause for termination. As such, for the purpose of this agreement an inmate held by Kendall County at its facility shall be considered held for a whole day if the inmate is held for less than twelve (12) hours.
 2. **Medical Services Billing.** In consideration of the terms set forth in Article IV, Section D, Subject (4) "Medical Services," Cook County shall be responsible for costs associated with "hospitalization, [and] non-routine medical and dental care, including prescriptions" for which Kendall County has incurred non-routine cost. Pursuant to 730 ILCS 125/17, reimbursement by the County of Cook, Illinois for the cost of hospital and/or physician services provided pursuant to this IGA shall be set at the current Illinois Department of Public Aid rate for medical assistance. Cook County shall satisfy medical services costs incurred pursuant to this IGA from the County Jail Medical Costs Fund established under Section 46-3 of the Cook County Code. *See* Ord. No. 10-O-48, 9-1-2010.

3. **Invoicing.** All billing records, evidence of services performed as may be required by Cook County shall be supplied by Kendall County. The Sheriff of Kendall County shall submit monthly invoices to Cook County citing the number of utilized beds at seventy-five dollars (\$75.00) per day. Invoices if sent by mail will be sent to the Cook County Sheriff's Office, Finance Department, 69 W. Washington, Suite 1410, Chicago IL 60602. Otherwise, such invoices may be sent via email to the Cook County sheriff or his designee. Invoices are to be paid to the Sheriff of Kendall County within a reasonable time after their receipt, but in no case shall the time exceed sixty (60) days from the date the invoice is dated and sent.

Except as set forth in this Renewal & Third Amendment, the Renewal & Second Amendment and the Renewal and First Amendment, the IGA is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Renewal & Third Amendment and the Agreement or any earlier amendment, the terms of this Renewal & Third Amendment will prevail.

IN WITNESS WHEREOF, the President of the Cook County Board of Commissioners and the County Board Chairman of the Kendall County Board have caused this Renewal & Amendment to be executed.

County of Cook

County of Kendall

Toni Preckwinkle, President

Scott Gryder, Board Chairman

Acknowledged:

Acknowledged:

Thomas J. Dart
Cook County Sheriff

Dwight A. Baird
Kendall County Sheriff

Approved as to form:

Cook County State's Attorney

**INTERGOVERNMENTAL AGREEMENT BETWEEN KENDALL COUNTY, ILLINOIS
AND COOK COUNTY, ILLINOIS FOR THE HOUSING OF DETAINEES (2016)**

This Agreement, made and entered into on the last day of signature below, between the COUNTY OF COOK, a body politic and corporate of Illinois, on behalf of the Sheriff of Cook County (collectively referred to as "Cook County") and the COUNTY OF KENDALL, a body politic and corporate of Illinois, on behalf of the SHERIFF OF KENDALL COUNTY (collectively referred to as "Kendall County"), pursuant to authority granted by the Illinois Constitution of 1970, Article VII, Section 10 and Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

I. RECITALS:

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

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

WHEREAS, 5 ILCS 220/2, defines a public agency as follows:

“any unit of local government as defined in the Illinois Constitution of 1970, any school district, any public community college district, any public building commission, the State of Illinois, any agency of the State government or of the United States, or of any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement.

WHEREAS, the Cook County Department of Corrections has a need for additional housing of detainees committed to its care and custody; and

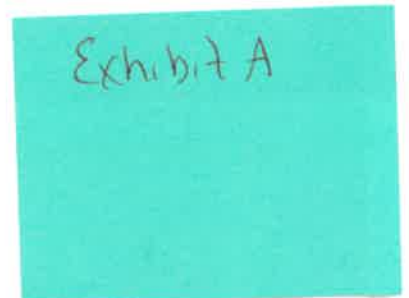
WHEREAS, Kendall County has available space for housing said detainees committed to the care and custody of the Sheriff of Cook County; and

WHEREAS, it is understood that detainee populations vary greatly each day, and it is further understood that the Kendall County Jail will be utilized by the Cook County Sheriff's Office to place detainees in a secure environment to help address overcrowding, segregation and/or other issues facing the Cook County Department of Corrections and its detainee population;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, Cook County and Kendall County hereby agree as follows:

II. INCORPORATION OF RECITALS:

The recitals set forth above are incorporated herein as though fully set forth.



III. TERM OF AGREEMENT/CANCELLATION:

This Agreement shall become effective upon the date of acceptance and signature by all parties. The term of this Agreement shall be two (2) years from said date of acceptance by all parties. This Agreement may, provided a need continues to exist, be renewed in writing thirty (30) days prior to the expiration date for a period not to exceed two (2) years for each renewal. This Agreement may be cancelled by any party upon thirty (30) days written notice to all parties.

IV. PROVISION OF DETENTION, SERVICES:

A. DETAINEE HOUSING SERVICES:

The Kendall County agrees to provide detainee Housing Services (“Housing”) for Cook County detainees as hereinafter provided. Housing is defined as the secure incarceration of detainees delivered to Kendall County by officials of the Cook County Department of Corrections.

B. DETENTION STANDARDS:

Kendall County agrees to operate the Kendall County Jail in accordance with state and federal law, including but not limited to, the Unified Code of Corrections and Illinois County Jail Act, and all other applicable laws regarding adequate care, food, bedding, clothing, inspection, supervision, mail privileges, personal hygiene and facilities, haircuts, recreation, commissary, laundry, religious ministrations and access to a television or a radio system.

C. LOCATION OF HOUSING:

Kendall County and Cook County further agree that all housing to be made available by Kendall County will be at the Kendall County Jail located at 1102 Cornell Lane Yorkville IL 60560 until such time as the detainee housed for Cook County will be transferred. No other Kendall County facility shall be utilized under this Agreement.

D. SCOPE OF SERVICES:

Cook County and Kendall County further agree as follows:

- 1. Commissary:** The Sheriff of Kendall County shall maintain a commissary account for each Cook County detainee for the purposes of permitting purchases as allowed by the rules and regulations of the Kendall County Detention Center.
- 2. Inmate Funds:** The Sheriff of Kendall County agrees to hold private monies of Cook County detainees while they are in the Kendall County Jail. If a detainee is released, a check may be issued for any remaining commissary funds and given to the Cook County Transport Deputy to be returned back to Cook

County or, Cook County may request by email any remaining commissary funds to be mailed to Cook County. If a detainee is transferred to another detention or correctional facility, he or she may request in writing that the funds be sent to the new facility; the detainee must supply the name and address of the facility and a proper inmate identification number.

3. **Clothing:** Kendall County will provide appropriate jail uniforms for each detainee accepted under this Agreement.
4. **Medical Services:** Kendall County shall provide all reasonable and necessary medical, dental and psychological care to Cook County detainees confined in the Kendall County jail under this agreement while such detainees are residents of the Kendall County facility. Reasonable and necessary care is that which is required by applicable law. Kendall County shall provide such in-house medical, optical, dental, medical prescription care and psychological services provided to other detainees confined in the Kendall County Jail. It is expressly agreed by and between the parties hereto that hospitalization, non-routine medical and dental care, including prescriptions, or any such Cook County detainee care, where such hospitalization, non-routine medical and dental care, including prescriptions, is authorized and mandated by any physician in the employ of, or under contract to the County of Kendall will be the financial responsibility of Cook County, for said detainee or detainees. In consideration thereof, Cook County shall pay to Kendall County the costs of hospitalization, non-routine medical and dental care, including prescriptions if such medical care is not billed directly by the medical provider to Cook County, as well as the actual costs of compensation of the guard or guards provided. At the time of admission or as soon thereafter as possible, the Sheriff of Kendall County shall notify the Sheriff of Cook County of the fact and the name of such hospitalization. If a Cook County detainee is admitted for in-patient services, the Sheriff of Cook County will provide the guard or guards as required during the time of such in-patient care.
5. **P.R.E.A. Compliance:** As of the date of execution of this Agreement, the Sheriff of Kendall County has adopted and the Kendall County Jail is in substantial compliance with the national standards to prevent, detect and respond to sexual abuse and sexual harassment as outlined in the applicable provisions of the Prison Rape Elimination Act (P.R.E.A.) 28 C.F.R. Parts 115.5 through 28 C.F.R. 115.405 including monitoring to ensure compliance with said standards.
6. **Non Discrimination:** The Sheriff of Kendall County agrees that no Cook County detainee confined in Kendall County facility under the terms of this Agreement shall on the grounds of age, gender, race, color, religion or national origin be subjected to discrimination in any manner relating to their confinement.

E. NUMBER OF DETAINEES:

The Sheriff of Kendall County agrees to provide housing for Cook County detainees as hereinafter provided. It is expressly agreed by and between the parties hereto that the Sheriff of Cook County shall send and the Sheriff of Kendall County shall accept, subject to space availability, detainees to be housed in the Kendall County Jail. It is further agreed by and between the parties hereto that the Sheriff of Kendall County shall make available to the Sheriff of Cook County any appropriate housing that can be conveniently provided when needed, subject to the needs of Kendall County and the Sheriff of Kendall County.

It is further expressly agreed by and between the parties hereto that the Sheriff of Kendall County shall not be obligated to accept Cook County detainees who exhibit or have exhibited any manifest physical or mental health problems or incorrigible behavior. The Sheriff of Kendall County may contact the Sheriff of Cook County or his designee to return forthwith to the Cook County Department of Corrections any previously accepted detainee who consistently violates the rules and regulations of the Kendall County Correctional Facility or who constitutes a continuing disciplinary problem and interrupts the orderly administration of the Kendall County facility.

F. CLASSIFICATION OF INMATES:

Cook County agrees that the detainees to be housed by the Sheriff of Kendall County will be limited to the following classified offenders:

1. Detainees currently serving sentences imposed for commission of a misdemeanor who are within one year of release.
2. Detainees currently serving sentences imposed for commission of felony offenses who, as a condition of probation, are required to be incarcerated for a period of six months or less.
3. Detainees who are of pre-trial and pre-sentence classification as chosen by Cook County staff.

The Sheriff of Kendall County agrees to accept and securely keep all such detainees delivered to him under the terms of this Agreement.

G. PER DIEM:

As consideration for the foregoing, Cook County agrees to provide compensation to Kendall County in the amount of Sixty dollars (\$60.00) per day, per detainee, and payment of each such sum in total shall be made monthly by Cook County as hereinafter specified. Failure of Cook County to so remit payment within a reasonable time as set forth below shall constitute breach of this Agreement and will constitute cause for termination. The Sixty dollars (\$60.00) per day fee shall be paid by Cook County even if an inmate is in the Kendall County facility for only a portion of a day. As such, for the purpose of this

agreement, an inmate held by Kendall County at its facility shall be considered held for a whole day if the inmate is held for less than twelve (12) hours.

All billing records, evidence of services performed as may be required by Cook County shall be supplied by Kendall County. The Sheriff of Kendall County shall submit monthly invoices to Cook County citing the number of utilized beds at Sixty dollars (\$60.00) per day. Invoices if sent by mail will be sent to the Cook County Sheriff's Office, Finance Department, 69 W. Washington, Suite 1410, Chicago, IL 60602. Otherwise, such invoices may be sent via email to the Cook County Sheriff or his designee. Invoices are to be paid to the Sheriff of Kendall County within a reasonable time after their receipt, but in no case shall the time exceed 60 days from the date the invoice is dated and sent.

H. TRANSPORTATION OF DETAINEES:

Cook County, at its own expense, shall deliver any and all detainees to the Kendall County jail, together with a duly authenticated copy of commitment, mittimus, and any other papers or documents authorizing detention.

1. A specific time for delivery and pick up of detainees will be agreed upon by both parties unless exigent circumstances exist or other coordinated agreements are mutually made.
2. Cook County will provide a summary of the personal history of each detainee, to include their booking information, behavior and health records, to the Sheriff of Kendall County for each detainee to be incarcerated in the Kendall County jail. Such information shall precede or accompany each detainee.
3. It is further expressly agreed by and between the parties hereto that Cook County detainees held in Kendall County pursuant to this agreement may not be removed by any person or persons without an order or writ from a court of competent jurisdiction or permission from the Sheriff of Cook County, or his designee, except for emergency medical treatment.
4. Cook County detainee transportation to other origins or facilities from the Kendall County Jail by Kendall County employees will have to be previously agreed upon between the Sheriffs of Cook and Kendall County or their designees on a case by case basis. Kendall County has the right to deny any transports in its own discretion. In the event the Sheriff of Kendall County agrees to transport, Cook County agrees to reimburse the Sheriff of Kendall County for any and all fees associated with said transport, including, but not limited to fuel, lodging, meals, transport Deputy wages, etc. Such expenses shall be reimbursed within 60 days from the date the invoice for such transportation is dated and sent.
5. The Sheriff of Kendall County shall, at no additional expense to Cook County, comply with all writs and other valid process, including the transportation of

detainees within Kendall County. Provided, however, that if a writ is issued for appearance outside of Kendall County, such as in a Cook County Court, the Cook County Sheriff shall provide all transport unless other arrangements are made pursuant to the preceding paragraph.

I. RELEASE FROM CUSTODY:

It is further expressly agreed by and between the parties hereto that any Cook County detainee in the Kendall County Jail who is subject to discharge by due course of law shall be returned to the custody of the Cook County Sheriff on the day prior to that set for discharge and the transportation of said detainee shall be the sole responsibility of the Cook County Sheriff, unless other arrangements are agreed upon pursuant to Section IV (H) (4) above. It shall be the responsibility of the Cook County Sheriff or his designee to notify the Kendall County Sheriff or his designee of an upcoming return date at least twenty-four (24) hours, but not more than forty-eight (48) hours in advance of such return date.

J. MERITORIOUS GOOD TIME:

It is expressly agreed by and between the parties hereto, that all good time to be awarded to any detainee of Cook County housed in the Kendall County facility will be awarded by the original incarcerating authority, pursuant to the County Jail Good Behavior Allowance Act, 730 ILCS 130/1 *et seq.*, and all sentence computations for Cook County detainees serving sentences and confined in the Kendall County jail will be prepared by the Sheriff of Cook County.

K. USES OF FORCE AND OTHER INCIDENTS INVOLVING COOK COUNTY DETAINEES:

If a use of force is made against a Cook County detainee while in the custody of the Kendall County Sheriff, Kendall County shall immediately notify a designee of the Cook County Department of Corrections and forward any/all paperwork generated in connection with the use of force. In the event there are other types of incidents involving Cook County detainees, including but not limited to the discipline of Cook County detainees or the filing of a grievance or complaint by a Cook County detainee, Kendall County shall notify a designee of the Cook County Department of Corrections of the incident and forward all relevant documentation as soon as practicable.

In the case of the escape or attempted escape of a Cook County prisoner confined in the Kendall County Jail, the Kendall County Sheriff shall notify the Cook County Sheriff promptly and use all reasonable means to recapture the prisoner. The escape of a Cook County prisoner will be reported immediately by telephone to the Cook County Sheriff or his designee. The date of such escape and the return to custody must be reported in writing to the Cook County Sheriff or his designee within forty-eight (48) hours.

L. RULES AND REGULATIONS:

It is agreed by and between the parties hereto that Cook County detainees transferred under this Agreement are subject to the rules and regulations of the Kendall County jail and the privileges or restrictions attaching thereto, and are subject to no other rules and regulations or the granting of any privileges attaching to the Cook County Department of Corrections.

It is further expressly agreed, by and between the parties hereto, that the Kendall County Sheriff will accept no responsibility for compliance with the rules, regulations, or policies of the Cook County Sheriff regarding contact visitation, programs, facilities or privileges which may be provided by the Cook County Sheriff to prisoners while confined in the Cook County Jail(s).

M. INDEMNIFICATION:

To the extent allowable by law, Kendall County shall indemnify, defend, and hold harmless Cook County and its agents, officers, and employees against any and all liabilities, claims, demands or suits in regard to claims of any intentional tort or for any claim that is based upon willful or wanton conduct only, which arises out of practice, policy, rule, regulation, act or omission of Kendall County, or the Kendall County Sheriff, or any officers, agents, employees, or servants or either, relating to the custody, care, supervision or transport of any Cook County detainee in the custody of the Kendall County Sheriff or relating to the maintenance of their property or premises.

To the extent allowable by law, Cook County shall be responsible for and shall indemnify, defend and hold harmless Kendall County, the Sheriff of Kendall County, and their agents, officers, and employees from any and all liabilities, claims, demands or suits brought by any detainee of Cook County housed pursuant to this Agreement, which arise out of any act or omission of Cook County, the Sheriff of Cook County, or any agents, employees or servants thereof relating to their care, custody, supervision or transport of any Cook County detainee while in the custody of the Cook County Sheriff.

It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the Sheriff of Kendall County or his agents or employees which may result from the presence of Cook County detainees during contractual incarceration shall be the responsibility of Kendall County.

Neither party waives its immunities or defenses, whether statutory or common law, by reason of indemnification and insurance provisions of the Agreement.

N. INSURANCE:

Kendall County agrees that it shall maintain liability insurance of one (1) million dollars per occurrence and three (3) million dollars in aggregate with an excess umbrella policy of nine (9) million dollars. Certificates of such insurance detailing the coverage described

herein shall be available to the County of Cook upon execution of this agreement.

Alternatively, a self-insurance reserve of two (2) million with excess coverage of thirty (30) million is acceptable if Kendall County self-insures.

O. APPLICABLE LAW:

This Agreement 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 Kendall County, Twenty Third Judicial Circuit, State of Illinois.

P. FINAL AGREEMENT OF PARTIES/MODIFICATION:

This writing constitutes the final expression of the agreement of the parties. It is intended as a complete and exclusive statement of the terms of this Agreement, and it supersedes all prior and concurrent promises, representations, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof.

No modification of this Agreement shall be binding upon the parties hereto unless the same is in writing and appropriately executed by both parties.

Q. NOTICES:

All Notices given or sent hereunder shall be sent by United States Mail, postage prepaid, addressed to respective party at the following addresses:

Cook County: General Counsel
 Cook County Sheriff's Office
 50 W. Washington, Room 704
 Chicago, IL 60602

Kendall County: Kendall County Sheriff
 Kendall County Sheriff's Office
 1102 Cornell Lane
 Yorkville, Illinois 60560

With copy sent to: Kendall County State's Attorney
 807 John Street
 Yorkville, Illinois, 60560
 Attention: Eric Weis

R. AUTHORIZATION:

Cook County and Kendall County represent that all necessary acts have been taken to authorize and approve this argument in accordance with applicable law and this Agreement, when executed by the parties hereto, shall constitute a binding obligation of

Cook County and Kendall County, legally and enforceable at law and equity against both.

S. SEVERABILITY CLAUSE:

If any provision of this Agreement is held to be invalid, that provision shall be stricken from this Agreement and the remaining provisions shall continue in full force and effect to the fullest extent possible.

T. COUNTERPARTS

This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their name on behalf of the County of Cook and the County of Kendall.

COUNTY OF COOK

By: *Joni Prosser*
President, Board of Commissioners

Date: APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS

ATTEST:
By: *David Orr*
David D. Orr, County Clerk

SEP 14 2016

Date: COM

ACKNOWLEDGED BY:

SHERIFF OF COOK COUNTY, ILLINOIS

By: *[Signature]*
Thomas J. Dart, Sheriff

Date: 8/31/16

APPROVED AS TO FORM:

STATE'S ATTORNEY OF COOK COUNTY

By: *Karen Miller*

Date: 8/8/16

COUNTY OF KENDALL:

By: *[Signature]*
John A. Shaw, County Board Chairman
County of Kendall
111 West Fox Street
Yorkville, Illinois 60560

Date: 08/02/2016

By: *[Signature]*
Dwight Baird, Sheriff
Kendall County Sheriff's Office
1102 Cornell Lane
Yorkville, Illinois 60560

Date: 8/4/16



PHONE (312) 603-6444

SHERIFF'S OFFICE OF COOK COUNTY, ILLINOIS

RICHARD J. DALEY CENTER
50 W. WASHINGTON - ROOM 704

CHICAGO, IL 60602

THOMAS J. DART
SHERIFF

VIA FIRST CLASS MAIL

Harold O. Martin, III
Undersheriff
Kendall County Sheriff's Office
1102 Cornell Lane
Yorkville, Illinois 60560

September 30, 2016

RE: Intergovernmental Agreement

Dear Undersheriff Martin,

Enclosed please find an original fully executed Intergovernmental Agreement between the County of Cook, the County of Kendall, and the Sheriff of Kendall County.

Please contact me should you require additional information.

Sincerely,

Elizabeth Scannell
Assistant General Counsel
Cook County Sheriff's Office
FOIA Officer/Legal Department

Enclosure (1)

CC: Kendall County State's Attorney
807 John Street
Yorkville, Illinois, 60560
Attention: Eric Weis

**RENEWAL OF AND FIRST AMENDMENT TO THE 2016
INTERGOVERNMENTAL AGREEMENT BETWEEN KENDALL
COUNTY, ILLINOIS AND COOK COUNTY, ILLINOIS FOR THE
HOUSING OF DETAINEES**

This Renewal and First Amendment (this "Renewal & Amendment") modifies the Intergovernmental Agreement effective September 14, 2016 (the "Agreement" or "IGA"), attached hereto as Exhibit "A," by and between the County of Cook, on behalf of the Sheriff of Cook County (collectively referred to as "Cook County") and the County of Kendall, on behalf of the Sheriff of Kendall County (collectively referred to as "Kendall County"), (collectively, the "Parties"). This Renewal & Amendment shall be effective September 14, 2018.

WHEREAS, the Parties desire to exercise the First Renewal Option set forth under Article III of the IGA; and

WHEREAS, the Parties desire to clarify the terms of the IGA for purposes of the cost of inmate medical care; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are conclusively acknowledged, the Parties mutually agree to amend the Agreement as follows:

- I. **WAIVER.** Both parties agree to waive the requirement that the agreement be renewed thirty (30) days prior to the expiration date, as set forth in Article III of the original Agreement. This waiver is limited to the 2018-2019 renewal.
- II. **TERM.** The first two sentences of Article III, "Term of the Agreement/Cancellation" shall be deleted and replaced with the following language: "The term of this IGA shall be from 9/14/18 and end on 9/15/20. The Parties may renew this IGA every two years, thereafter. The renewal must be in writing and signed by both parties. This IGA may be amended upon the mutual written agreement of the parties. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party."
- III. **PER DIEM.** Article IV, Section G, "Per Diem," is amended as follows:
 1. **Inmate Housing Fee.** As consideration for the foregoing, Cook County agrees to provide compensation to Kendall County in the amount of Sixty dollars (\$60.00) per day, per detainee, and payment of each such sum in total shall be made monthly by Cook County as hereinafter specified. Failure of Cook County to so remit payment within a reasonable time as set forth below shall constitute breach of this Agreement and will constitute cause for termination. The Sixty dollars (\$60.00) per day fee shall be paid by Cook County even if an inmate is in the Kendall County facility for only a portion of a day. As such, for the purpose of this agreement, an inmate held by Kendall County at its facility shall be considered held for a whole day if the inmate is held for less than twelve (12) hours.

Exhibit B

2. **Medical Services Billing.** In consideration of the terms set forth in Article IV, Section D, Subject (4) "Medical Services." Cook County shall be responsible for costs associated with "hospitalization, [and] non-routine medical and dental care, including prescriptions" for which Kendall County has incurred non-routine cost. Cook County shall satisfy medical services costs incurred pursuant to this IGA from the County Jail Medical Costs Fund established under Section 46-3 of the Cook County Code. See Ord. No. 10-O-48, 9-1-2010.

3. **Invoicing.** All billing records, evidence of services performed as may be required by Cook County shall be supplied by Kendall County. The Sheriff of Kendall County shall submit monthly invoices to Cook County citing the number of utilized beds at Sixty dollars (\$60.00) per day. Invoices if sent by mail will be sent to the Cook County Sheriff's Office, Finance Department, 69 W. Washington, Suite 1410, Chicago, IL 60602. Otherwise, such invoices may be sent via email to the Cook County Sheriff or his designee. Invoices are to be paid to the Sheriff of Kendall County within a reasonable time after their receipt, but in no case shall the time exceed 60 days from the date the invoice is dated and sent.

Except as set forth in this Renewal & Amendment, the IGA is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Renewal & Amendment and the Agreement or any earlier amendment, the terms of this Renewal & Amendment will prevail.

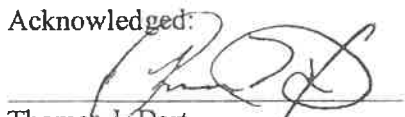
IN WITNESS WHEREOF, the President of the Cook County Board of Commissioners and the County Board Chairman of the Kendall County Board have caused this Renewal & Amendment to be executed.


County of Cook

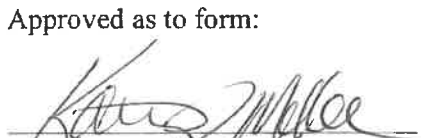
 Toni Preckwinkle, President

County of Kendall

 Scott Gryder, Board Chairman

Acknowledged:

 Thomas J. Dart
 Cook County Sheriff

Acknowledged:

 Dwight A. Baird
 Kendall County Sheriff

Approved as to form:

 Cook County State's Attorney

APPROVED BY THE BOARD OF
 COOK COUNTY COMMISSIONERS

SEP 26 2018

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16AM 20-52

**RENEWAL AND SECOND AMENDMENT TO
INTERGOVERNMENTAL AGREEMENT BETWEEN KENDALL
COUNTY, ILLINOIS AND COOK COUNTY, ILLINOIS**

This Renewal and Second Amendment (this "Renewal & Second Amendment") modifies the Intergovernmental Agreement effective September 14, 2016 (the "Agreement" or "IGA"), attached as Exhibit A, by and between the County of Cook, on behalf of the Sheriff of Cook County (collectively referred to as "Cook County") and the County of Kendall, on behalf of the Sheriff of Kendall County (collectively referred to as "Kendall County"), (collectively, the "Parties"), as amended on September 26, 2018 through the Renewal and First Amendment to the Intergovernmental Agreement Between Kendall County, Illinois and Cook County, Illinois ("2018 Renewal and First Amendment"), attached as Exhibit B. This Renewal & Second Amendment shall be effective September 16, 2020.

WHEREAS, the Parties desire to exercise the Second Renewal Option set forth under Article III of the IGA; and

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are conclusively acknowledged, the Parties mutually agree to amend the Agreement as follows:

- I. **TERM.** The first two sentences of Article III, "Term of the Agreement/Cancellation" shall be deleted and replaced with the following language: "The term of this IGA shall be from 9/16/20 and end on 9/15/22. The Parties may renew this IGA every two years, thereafter. The renewal must be in writing and signed by both parties. This IGA may be amended upon the mutual written agreement of the parties. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party."

- II. **PER DIEM.** Article IV, Section G, "Per Diem" as modified by the 2018 Renewal and First Amendment, is amended to reflect a new per diem compensation rate of \$70. Article IV, Section G, as modified by the 2018 Renewal and First Amendment, is deleted and replaced with the following language in order to reflect that change:
 - 1. **Inmate Housing Fee.** As consideration for the foregoing, Cook County agrees to provide compensation to Kendall County in the amount of seventy dollars (\$70.00) per day, per detainee, and payment of each such sum in total shall be made monthly by Cook County as hereinafter specified. Failure of Cook County to so remit payment within a reasonable time as set forth below shall constitute breach of this Agreement and will constitute cause for termination. The seventy dollars (\$70.00) per day fee shall be paid by Cook County even if an inmate is in the Kendall County facility for only a portion of a day. As such, for the purpose of this agreement, an inmate held by Kendall County at its facility shall be considered held for a whole day if the inmate is held for less than twelve (12) hours.

 - 2. **Medical Services Billing.** In consideration of the terms set forth in Article IV, Section D, Subject (4) "Medical Services," Cook County shall be responsible for costs associated with "hospitalization, [and] non-routine medical and dental care, including prescriptions" for which Kendall County has incurred non-routine cost. Cook County shall satisfy medical services costs incurred pursuant to this IGA from the County Jail Medical Costs Fund established under Section 46-3 of the Cook County Code. See Ord. No. 10-O-48, 9-1-2010.

 - 3. **Invoicing.** All billing records, evidence of services performed as may be required by Cook County shall be supplied by Kendall County. The Sheriff of Kendall County shall submit monthly invoices to Cook County citing the number of utilized beds at seventy dollars (\$70.00)

Exhibit C

per day. Invoices, if sent by mail, will be sent to the Cook County Sheriff's Office, Finance Department, 69 W. Washington, Suite 1410, Chicago, IL 60602. Otherwise, such invoices may be sent via email to the Cook County Sheriff or his designee. Invoices are to be paid to the Sheriff of Kendall County within a reasonable time after their receipt, but in no case shall the time exceed 60 days from the date the invoice is dated and sent.

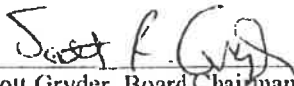
Except as set forth in this Renewal & Second Amendment and the Renewal and First Amendment, the IGA is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Renewal & Second Amendment and the Agreement or any earlier amendment, the terms of this Renewal & Second Amendment will prevail.

IN WITNESS WHEREOF, the President of the Cook County Board of Commissioners and the County Board Chairman of the Kendall County Board have caused this Renewal & Amendment to be executed.

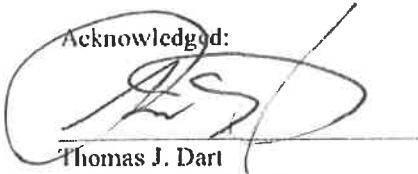
County of Cook

County of Kendall

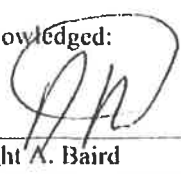

Tomi Preckwinkle, President


Scott Gryder, Board Chairman

Acknowledged:


Thomas J. Dart
Cook County Sheriff

Acknowledged:


Dwight A. Baird
Kendall County Sheriff

Approved as to form:


Cook County State's Attorney

**APPROVED BY THE BOARD OF
COOK COUNTY COMMISSIONERS**

SEPT 24 2020

COM _____

**AGREEMENT FOR DISBURSEMENT AND USE OF KENDALL COUNTY'S
AMERICAN RESCUE PLAN ACT FUNDS**

THIS AGREEMENT (“Agreement”) is made and entered into on this 29th day of November, 2022 by and between the County of Kendall, Illinois, a unit of local government (“County”) and Kendall Township, a unit of local government (“Grantee”), TIN# 36-6006317. For purposes of this Agreement, the County and Grantee shall hereinafter collectively be referred to as “the Parties”.

RECITALS

WHEREAS, the United States Department of Treasury (“Treasury”) launched the Coronavirus State and Local Fiscal Recovery Fund, Assistance Listing 21.027 (“Recovery Fund”), which was established by the American Rescue Plan Act of 2021 (“ARPA”), to provide \$350 billion in emergency funding for eligible state, local, territorial, and Tribal governments; and

WHEREAS, the Treasury determined the County is an eligible local government that will be receiving approximately twenty-five million dollars (\$25,000,000) in Recovery Funds (FAIN SLFRP1804) from the United States Government; and

WHEREAS, the County’s share of the Recovery Funds are subject to the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions, as executed by the County on May 18, 2021 (“Award Terms and Conditions”); and

WHEREAS, the Federal Award Date for the County’s Recovery Funds was May 20, 2021; and

WHEREAS, the Treasury issued guidelines identifying the authorized use of Recovery Funds allocated to local governments under the ARPA (hereinafter referred to as the “Final Rule”); and

WHEREAS, pursuant to the Final Rule, the County can use its allocated Recovery Funds for any one or more of the following authorized uses: (1) to respond to the public health emergency created by the COVID-19 pandemic (“pandemic”) or the pandemic’s negative economic impacts; (2) to provide premium pay to eligible workers performing essential work during the public health emergency; (3) to provide government services to the extent of the reduction in revenue due to the public health emergency; and (4) to make necessary investments in water, sewer, or broadband infrastructure; and

WHEREAS, within the eligible use categories outlined above, the Final Rule provides the County with the flexibility to determine how best to use payments from the Recovery Funds to meet the needs of the County's communities and population; and

WHEREAS, the Final Rule permits the expenditure of Recovery Funds for investments in water, sewer, and broadband infrastructure; and

WHEREAS, Grantee is located in Kendall County; and

WHEREAS, Grantee provides services to the residents of Kendall Township; and

WHEREAS, the building that houses Grantee's operations is not served by a community water or sewer system; and

WHEREAS, Grantee intends to install a water softener and septic tank in order to improve the quality of the water and sewer service at its building; and

WHEREAS, the County finds that providing a portion of its Recovery Funds to Grantee for installation of a water softener and septic tank at Grantee's building is a necessary investment in water and sewer infrastructure; and

WHEREAS, the County, as the jurisdiction responsible for disbursement of its Recovery Funds, is authorizing the subaward of a portion of the County's Recovery Funds to Grantee (pursuant to the terms and conditions set forth in this Agreement) for the purpose of making necessary investments in water and sewer infrastructure by installing a water softener and septic tank at Grantee's building.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

1. Recitals

The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

2. County's Obligations

In consideration for Grantee's execution of this Agreement, the County agrees to the following:

- a. Pursuant to the terms and conditions set forth in this Agreement, the County agrees to disburse a portion of its Recovery Funds to Grantee in the amount of Twenty Thousand Forty-Seven Dollars and Zero Cents (\$20,047.00) to be used by Grantee for the purpose of installing a water softener and septic tank at Grantee's building

located at 9925 Rte. 47, Yorkville, Illinois. Said amounts actually disbursed to Grantee shall hereinafter be referred to as “Grant funds.”

- b. The Grant funds set forth in Paragraph 2(a) shall be disbursed by the County to Grantee in one lump sum.

3. Grantee’s Obligations

- a. Grantee understands and agrees it shall use the Grant funds only for the purpose of installing a water softener and septic tank at Grantee’s building located at 9925 Rte. 47, Yorkville, Illinois. Grant funds may not be used to purchase salt pellets for the water softener or any replaceable filters.
- b. Grantee must spend all Grant funds no later than May 29th, 2023 (the “allowable spending period”). If Grantee has not spent all of the Grant funds by the end of the allowable spending period, Grantee must return all remaining Grant funds to the County within thirty (30) calendar days after Grantee’s allowable spending period ends.
- c. If Grantee uses the Grant funds for any purpose other than installing a water softener and septic tank at Grantee’s building (hereinafter referred to as an “Improper Purpose”), Grantee shall immediately reimburse the County the full amount of Grant funds received from the County.
- d. By signing this Agreement, Grantee affirms that Grantee may not use its Grant funds as a non-federal match for other federal programs whose statute or regulations bar the use of federal funds to meet matching requirements. If Grantee uses its Grant funds for such purpose, this shall also be deemed an Improper Purpose, and Grantee shall immediately reimburse the County the full amount of Grant funds received from the County.
- e. Grantee agrees it shall not use its Grant funds for an expense for which it has already received, or will receive reimbursement or payment from another federal, state, local, or private program designed to provide relief from the pandemic.
- f. Grantee agrees to comply with ARPA, the Award Terms and Conditions, the Final Rule (including all subrecipient monitoring and reporting requirements), and all interpretive guidance issued by the Treasury regarding Recovery Funds. Grantee also agrees to comply with all applicable requirements set forth in the Uniform

Guidance for Federal Awards (2 C.F.R. 200 *et seq.*), the Single Audit Act, and all other applicable federal and state statutes, regulations, and executive orders.

- g. Grantee shall maintain all original records relating to its use of the Grant funds for a period of at least ten (10) years after the Grant funds are spent or the period of time required by other state or federal law, whichever is longer.
- h. As a recipient of some of the County's Recovery Funds, Grantee understands and agrees that it must take any and all steps necessary to assist the County with the County's reporting requirements on the use of Grantee's Grant funds. Such steps will include, but are not limited to the following:
 - i. Ninety (90) calendar days after receiving the Grant funds, Grantee shall file a written report with the County that includes the following information: (a) the amount of Grant funds spent by Grantee during that three month period; (b) sufficient detail describing how the Grant funds were used by Grantee during that three month period; and (c) supporting documentation evidencing how the Grant funds were used by Grantee. Grantee agrees to provide any additional information and supporting documentation requested by the County in this report, as the County sees fit. Grantee shall continue to file these written reports every ninety (90) days to include the above information for each 90-day period.
 - ii. Within five (5) calendar days after the allowable spending period ends, Grantee shall file a final written report with the County that includes the following information: (a) the amount of Grant funds spent by Grantee in the time since Grantee's previous report; (b) sufficient detail describing how the Grant funds were used by Grantee since the time period covered by Grantee's previous report; (c) supporting documentation evidencing how the Grant funds were used since the time period covered by Grantee's previous report; and (d) the amount, if any, of unused Grant funds being returned to the County at the conclusion of the allowable spending period. Grantee agrees to provide any additional information and supporting documentation requested by the County in this report as the County sees fit.

- iii. At any other time, the County, its auditor, or legal counsel may request Grantee provide additional information and records relating to Grantee's use of the Grant funds. Grantee agrees to comply with such a request within ten (10) business days of receiving such a request and to otherwise work collaboratively with the County to ensure compliance with ARPA.
- i. Grantee agrees to (a) fully comply with all applicable requirements of the Illinois Prevailing Wage Act; (b) notify all contractors and subcontractors that the construction of any public work using Grant funds shall be subject to the Illinois Prevailing Wage Act; and (c) include all notices required by statute and the Illinois Department of Labor in any contracts using Grant funds. In the event Grantee fails to comply with the notice requirements set forth in the Prevailing Wage Act, Grantee shall be solely responsible for any and all penalties, fines, and liabilities incurred for Grantee's, contractor's, and/or subcontractor's violation of the Prevailing Wage Act.
- j. If Grantee uses Grant funds to pay a contractor or subcontractor to perform work for Grantee, Grantee must ensure that such contracts include provisions incorporating all of the following:
 - i. The contractor/subcontractor agrees to comply with all applicable provisions of ARPA, the Final Rule, 2 C.F.R. 200 *et seq.* and all other applicable federal and state statutes, regulations, interpretive guidance, and executive orders.
 - ii. The Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
 - iii. The Illinois Human Rights Act, Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
 - iv. The Davis Bacon Act, 40 U.S.C. 3141 *et seq.* as necessary.
 - v. The Contract Work Hours and Safety Standards Act, 40 U.S.C. 3702 and 3704, as necessary.

- vi. Grantee shall ensure that Grantee and each contractor and/or subcontractor performing work using Grant funds shall obtain and continue in force during the performance of such work, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work shall name the County as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of the County. Further, Grantee shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to the County during the work.
- k. Grantee agrees that the maintenance of any work constructed in whole or in part with Grant funds will be the responsibility of Grantee, and Grantee alone. Further, Grantee shall be responsible for any future repair or replacement deemed necessary for said work. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of County to finance, maintain, repair, replace, or otherwise control the resulting work.
- l. Grantee certifies that Grantee, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Grantee further certifies by signing this Agreement that Grantee, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has Grantee made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.
- m. Grantee, its officers, employees, subcontractors, and agents agree not to commit unlawful discrimination/ unlawful harassment and further agree to comply with all

applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended, and all applicable rules and regulations. Grantee, its officers, employees, subcontractors, and agents shall maintain a written sexual harassment policy that complies with the requirements of 775 ILCS 5/2-105 and shall comply with all fair employment practices and equal employment opportunity/affirmative action requirements set forth in applicable state and federal laws and regulations.

4. Assignment

This Agreement and the rights of the Parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the Parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

5. Non-appropriation

The sole source of the Grant funds shall be from the County's received Recovery Funds. The County shall not be obligated to fund the Grant from any other source. If the County does not receive sufficient Recovery Funds to satisfy all or part of the County's obligations under this Agreement, the County's obligation to provide the Grant funds to Grantee shall be suspended unless and until such Recovery Funds are received by the County. Also, Grantee understands and agrees the County's disbursement of Grant funds to Grantee, as set forth in this Agreement, is contingent on the Kendall County Board's appropriation and disbursement of those funds. Grantee understands and agrees that the sole and exclusive decision as to whether or not to appropriate and disburse Recovery Funds to Grantee lies within the discretion of the Kendall County Board.

6. Remedies

- a. The County, by disbursing Grant funds to Grantee, does not guarantee to Grantee that Grantee's intended use of the Grant funds complies with the requirements of ARPA. By signing this Agreement, Grantee affirms that its use of the Grant funds qualifies for funding under ARPA. The County reserves the right to demand

immediate repayment from Grantee of any Grant funds the County determines, in its sole discretion, were used for a purpose that does not meet the criteria of ARPA, the Final Rule, and/or any other Treasury guidelines associated with disbursement of funds under ARPA.

- b. If the County determines, in its sole discretion, the Grantee has submitted any false, inaccurate, or misleading information to the County, the County may demand immediate repayment from Grantee of all funds and shall not be obligated for any further disbursements.
- c. If Grantee's records are needed to justify an expense to the Treasury or any other office, official, or department which is responsible for auditing disbursements of ARPA funds, failure by Grantee to promptly provide these records, for any reason including the prior destruction of these records, shall constitute a breach of this Agreement. The sole and exclusive remedy for such a breach is that Grantee shall be responsible for repayment of any funds the Treasury or other appropriate office, official, or department finds were improperly used, unsupported, or unverified. Additionally, Grantee agrees to indemnify the County and make the County whole for any penalty assessed against the County based upon Grantee's failure to retain or provide records.
- d. Any other breach of this Agreement by Grantee may, at the sole discretion of the County, result in immediate termination of the Agreement and/or a demand for immediate repayment of all Grant funds. Grantee must return all Grant funds to the County within thirty (30) calendar days after the County issues a demand for immediate repayment pursuant to this paragraph.

7. Indemnity

If the Treasury, or any other person, official, or department which is charged with the auditing and review of expenditures of Recovery Funds determines that Grantee's use of such funds was not permitted under ARPA, Grantee agrees to indemnify, reimburse and make whole the County for any funds which the United States Government or its agencies seek to recoup or collect, either by litigation, or by withholding other federal funds owed to the County.

Grantee further agrees to indemnify, reimburse, and make whole the County for any penalties associated with the United States government seeking to recoup the expended Grant funds including interest and/or any other penalty provided by law.

Grantee agrees to hold the County harmless for any evaluation or advice which the County provided to Grantee as to whether Grantee's use of Grant funds is a permissible use under ARPA.

In addition to all of the above, Grantee shall indemnify, hold harmless and defend with counsel of County's own choosing, County, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement and any breach by Grantee of any representations or warranties made within the Agreement (collectively, the "Claims"), to the extent such Claims result from any act or omission, neglect, willful acts, errors, or misconduct of Grantee in its performance under this Agreement or its use of Grant funds.

Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Grantee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. All indemnification obligations shall survive the termination of this Agreement.

8. Notice

Any notice required or permitted in this Agreement shall be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) via e-mail with electronic confirmation of receipt.

If to the County: Kendall County Administrator
111 W. Fox Street
Yorkville, Illinois 60560

With copy to:
Kendall County State's Attorney
807 John Street
Yorkville, Illinois 60560

If to Grantee:

Scott Gengler
9925 B Route 47
Yorkville, IL 60560

or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time. Delivery of notice shall be deemed to have occurred upon the date of receipt of the notice.

9. Venue and Severability

This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the County is required to use the services of an attorney, then the County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

10. Execution of Agreement

This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

11. Entire Agreement

This Agreement represents the entire agreement between the Parties regarding this subject matter and there are no other promises or conditions in any other agreement whether oral or written. Except as expressly stated herein, this Agreement supersedes any other prior written or oral agreements between the parties regarding this subject matter and may not be further modified except in writing acknowledged by both parties.

12. Relationship of the Parties

Nothing contained in this Agreement, nor any act of the County or Grantee pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and Grantee. Grantee understands and agrees that Grantee is solely responsible for paying all wages, benefits and any other compensation due and owing to Grantee's officers, employees, and agents for the performance of any services as set forth in the Agreement.

13. Conflict of Interest

The County and the Grantee both affirm no Kendall County officer or elected official has a direct or indirect, real or apparent, financial or other interest in Grantee or this Agreement or if any Kendall County officer or elected official does have an interest in Grantee or this Agreement, that interest, and the procedure followed to effectuate this Agreement, has and will comply with 50 ILCS 105/3, 2 CFR 200.318(c), and other applicable state or federal law.

14. Waiver

The County and/or Grantee's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

15. Termination

This Agreement shall be in full force and effect upon signature by both parties and will terminate once Grantee has spent or returned all the Grant funds it has received from the County

and filed its final report. However, Grantee's record-keeping obligation and its duty to defend and indemnify shall survive the term of this Agreement.

16. Authority

The County and Grantee each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, using duplicate counterparts, on the dates listed below.

KENDALL COUNTY, ILLINOIS

KENDALL TOWNSHIP

Scott Gryder
Kendall County Board Chair

Steve Gengler
Township Supervisor

Attest: _____
Debbie Gillette
Kendall County Clerk

Attest: _____

Date: _____

Date: _____