

RESOLUTION

RE: PUBLIC BUILDING COMMISSION INTERGOVERNMENTAL AGREEMENT AND LEASES

WHEREAS, the Danville Public Building Commission, Illinois, a municipal corporation under 50 ILCS 20/14, (hereafter “the Public Building Commission” or “PBC”) and the County of Vermilion, Illinois, a body politic (hereafter “County”), collectively sometimes referred to as the “Parties,” desire to re-new certain agreements and leases relative to the operation of the Public Safety Building and Juvenile Detention Center; and

WHEREAS, THE Parties as statutorily authorized political and municipal bodies of the government of the State of Illinois, are authorized by statute to enter into agreements as further set out in the attached leases; and,

WHEREAS, appropriate public notice of the lease has been accomplished and the County Board now having heard and considered any public comment relative to the leases relative to the Public Building Commission at this public meeting; and,

WHEREAS, the County is part of the governmental body of the Public Building Commission and has joined with other governmental bodies to form and operate the Public Building Commission based upon a Resolution passed in 1971 by the Vermilion County Board and attached hereto for reference; and,

WHEREAS, the Public Building Commission has operated both the Public Safety Building and Juvenile Detention Facility for the County and leases said buildings or spaces to the County for the operation of County services, as well as entering into leased employee agreements for the operation of the Public Safety Building, commonly referred to as the jail; and,

WHEREAS, County and PBC are authorized by the Public Building Commission Act to enter into such agreements and have done so for the purpose of both initially building and then maintaining the buildings during their operation and the PBC has issued bonds for the initial building and maintenance of these public buildings which are the subject of the attached leases; and,

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., grants broad authority for units of local government to contract with one another to perform governmental services, and the public Building Commission Act, 50 ILCS 20/1, et. seq., specifically authorizes such actions; and,

WHEREAS, the County entered into a master lease for the statutorily permitted number of years under the Public Building Commission Act in 2016 during the process of a bond refinancing and has since then entered into subleases for a periodic term of years to set the annual lease payments for a foreseeable term, typically three (3) years or so; and,

WHEREAS, it is appropriate and necessary for this new term of three years to enter into separate lease agreements to pay for and maintain the costs of the Public Safety Building

RECEIVED AT 1222 - ILLINOIS OFFICE SUPPLY CO., OTTAWA, ILL.

The following "Resolution to Join in the Organization of the Public Building Commission of Danville" was presented and read, to-wit:

RESOLUTION TO JOIN IN THE ORGANIZATION OF THE PUBLIC BUILDING COMMISSION OF DANVILLE

WHEREAS, the General Assembly of the State of Illinois adopted an Act known as The Public Building Commission Act, approved July 5, 1955, Ill. Rev. Stats., Ch. 85, Sec. 1031; and
 WHEREAS, said Act authorizes the creation of a Local Public Building Commission, in accordance with the terms and conditions of said Statute; and

WHEREAS, the City of Danville, Vermilion County, Illinois, did on May 25, 1971 pass a Resolution pertaining to the establishment of The Danville Public Building Commission;

WHEREAS, said Resolution was duly published on May 27, 1971, in accordance with Statutes made and provided; and

WHEREAS, said Statute provides that any Municipal Corporation which has the power of taxation under the Laws of this State and any part of whose area of jurisdiction lies within the territorial limits of the county seat may join in the organization of The Public Building Commission in the manner set forth in said Statute; and

WHEREAS, said Statute specifically provides for participation by a County; and
 WHEREAS, it has been decided by the Board of Supervisors of Vermilion County, Illinois, that it is to the best interest of said County to join in the organization of the Danville Public Building Commission

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Vermilion County, Illinois as follows:

Section 1: That the County of Vermilion, State of Illinois, is a Municipal Corporation, within the definition of the Public Building Commission Act of the State of Illinois.

Section 2: That said County has the power of taxation under the Laws of the State of Illinois.

Section 3: That part of the area of jurisdiction of said County lies within the territorial limits of the City of Danville, which is the County Seat of Vermilion County, Illinois.

Section 4: That the Board of Supervisors of Vermilion County, Illinois, meets all the requirements of the Public Building Commission Act of the State of Illinois and desires to join in the organization of The Public Building Commission of Danville.

Section 5: That the Chairman of the Board of Supervisors of Vermilion County, Illinois, it's presiding officer, shall, within two days after the date of adoption of this Resolution, transmit a copy of this Resolution, duly certified by the County Clerk of Vermilion County, Illinois to be true and correct, to the Mayor of the City of Danville, the presiding Officer of the Municipality adopting the original Resolution for the creation of said Public Building Commission of Danville.

Section 6: This Resolution shall be in full force and effect from and after its adoption.

ADOPTED this 14th day of June, 1971, by a vote of Yeas 25 votes, Nays 3 votes, & 4 Members absent, which is a majority vote of the Members of the Board of Supervisors, Vermilion County, Illinois.

R. G. Lanham
 CHAIRMAN

ATTEST:

Keith J. Smith
 COUNTY CLERK.

(SEAL)

Mr. Laury, State's Attorney, explained the necessity of this Resolution.
 Following discussion, Mr. Dickson's motion to join the Public Building Commission of Danville was seconded by Mr. Dysert.

Upon call of the Roll, the Yeas received 25 votes, the Nays 3 votes, 4 members being absent.

The following members voted yea, viz:

- | | | | |
|----------|----------|-----------|----------|
| Aldridge | Eighner | Lanham | Stark |
| Barnes | Fox | McConnell | Thirion |
| Black | Jones | Mitchell | Wayland |
| Clawson | Juvinall | Morris | Weathers |
| Dawless | King | Plymire | Western |
| Dickson | Laker | Potter | Willison |
| Dysert | | | |

The following 3 members voted nay, viz:
 Green - Hockett - Jolley

The following 4 members were absent, viz:
 Barnett - Cravens - Jenkins and Vacketta

Whereupon the foregoing Resolution was declared adopted by the Board.

Mr. Dysert, Chairman of the Committee on Plats, presented the following, to-wit: Plat, Certificate of Survey, Certificate of Owner, etc. - "Bramble Bush Estates," (Aulden K. Bush and Jane C. Bush, owners)

SUBLEASE FOR OPERATIONS AND MAINTENANCE OF THE PUBLIC SAFETY
BUILDING

This Sublease for Operations and Maintenance of the Public Safety Building (the "Sublease") supplements the Amended and Restated Lease Agreement dated February 29, 2016, and is effective this 1st day of November, 2019, between the DANVILLE PUBLIC BUILDING COMMISSION, Vermilion County, Illinois, a municipal corporation of the State of Illinois (the "Commission"), as Lessor, and the COUNTY OF VERMILION, ILLINOIS, a body politic and corporate of the State of Illinois the "County"), and the CITY OF DANVILLE, Vermilion County, Illinois, a municipal corporation of the State of Illinois (the "City"), as Lessees;

RECITALS:

A. The Commission, the County and the City entered into an Amended and Restated Lease Agreement on February 29, 2016 (the "Original Lease") for a term of 20 years beginning November 1, 2016 and ending October 31, 2036, which Lease provides in part for the repayment of previously issued Bonds and the repayment of newly issued Bonds, the latter to acquire, construct, improve, alter, equip, repair, maintain, operate and secure the Facilities owned by the Commission but utilized by the County and the City, with the understanding and provision that separate Leases or Subleases would be entered into by the parties for the Operation and Maintenance of the of the Facilities; and

B. The Commission was previously duly organized under the provisions of "AN ACT to authorize the creation of public building commissions and to define their rights, powers and duties," approved July 5, 1955, as amended (the "Act"), by reason of an urgent need for modern public improvements, buildings and facilities within the limits of the County Seat of said County for use by governmental agencies in the furnishing of essential governmental, health, safety and welfare services to its citizens; and

C. The Commission did by proper resolution adopted, select the site, purchase the real estate, construct, erect and equip a Public Safety Building and do all things necessary pursuant to a certain lease thereof to the County and the City, which lease had a term of five (5) years from December 31, 1972 until December 31, 1977, having been filed on the 27th day of December, 1972, as Document Number 851943 in the Recorder's Office of Vermilion County, Illinois, found in Book 837 at page 745; and

D. The Commission did by proper resolutions adopted, do all things necessary pursuant to certain subsequent leases or amendments thereof to the County and the City, which leases each had terms of four (4) years from January 1, 1978, until October 31, 1981, from November 1, 1981 until October 31, 1985, from November 1, 1985, until October 31, 1989, from November 1, 1989 until October 31, 1993, from November 1, 1993, until October 31, 1997, from November 1, 1997 until October 31, 2001, from November 1, 2001, until October 31, 2005, and from November 1, 2005, until October 31, 2009, said leases having been duly recorded with the Recorder's Office of Vermilion County, Illinois; and the November 1, 2005, lease was amended to extend the lease term for an additional two years from November 1, 2009, until October 31, 2011, and said

November 1, 2005 lease was further amended to extend the lease for an additional two years from November 1, 2011 until October 31, 2013, and said November 1, 2005 lease was further amended to extend the lease for an additional three years from November 1, 2013 until October 31, 2016, and said Lease was amended and extended from November 1, 2016 until October 31, 2017, and said Lease was amended and entered into effective November 1, 2017 for a term of two years ending October 31, 2019 and said Lease was amended and entered into effective November 1, 2019 for a year of three years ending October 31, 2022 and

E. Said real estate, building and premises are legally described as follows:

A parcel of land situated in Blocks 3 and 4 South, Range 1 West and Blocks 3 and 4 South, Range 1 East of the Original Town of Danville, being further described as follows: Beginning at a point 72.03 feet West and 34 feet South of the Northeast corner of Lot 1, Block 3 South, Range 1 East of the Original Town of Danville; thence South and perpendicular to the south right of way line of South Street 409.75 feet to a point 130.25 feet south of the North line of Lot 1, Block 4 South, Range 1 East of the Original Town of Danville; thence West enclosing an angle of 90° along a line being 130.25 feet south of and parallel to the north line of Lots 1 and 2, Block 4 South, Range 1 East, a distance of 260.39 feet to the existing bluff line of the Vermilion River (August 1972); thence Northwesterly deflecting to the right 64°17'11" along said bluff line, a distance of 254 feet; thence Northwesterly deflecting to the left 21°28'51" along said bluff line a distance of 156 feet; thence Northwesterly deflecting to the right 19°14'35" along said bluff line a distance of 84.79 feet, to a point being 34 feet south of the original south right of way line of South Street; thence East enclosing an angle of 62°02'55" along a line being 34 feet south of and parallel to the original south right of way line of South Street, 524.78 feet to the place of beginning, containing 3.567 acres situated in Vermilion County, Illinois,

ALSO, a parcel of land situated in Blocks 3 and 4 South, Range 1 and 2 East of the Original Town of Danville and part of Blocks 8 and 9 in McRoberts and Walker's Addition to Danville, being further described as follows: Beginning at a point 72.03 feet West and 34 feet South of the Northeast corner of Lot 1, Block 3 South, Range 1 East of the Original Town of Danville, thence East along a line 34 feet South of the original South right of way line of South Street 438.06 feet to the Westerly right of way line of the Norfolk and Western Railroad; thence Southwesterly along said railroad right of way 234.99 feet, to a point 36 feet North- easterly of the North line of Sager Street (formerly Green Street); thence deflecting to the right 11°03' along said railroad right of way line 38.36 feet, to a point on the West line of Lot 6, Block 8, in McRoberts and Walker's Addition and 2 feet North of Sager Street, thence South 2 feet to the North line of Sager Street; thence East on the North line of Sager Street 7.26 feet to the Westerly right of way line of said railroad; thence Southwesterly along the aforesaid railroad right of way line 193.14 feet; thence West enclosing an angle of 118°00'50" along a line being 130.25 feet South of the North line of Lots 1 and 2, in Block 4 South, Range 1 East of the Original Town of Danville 220.07 feet; thence North enclosing an angle of 90° a distance of 409.75 feet to the place of beginning, containing 3.092 acres (except that portion of the last above described tract lying Southeasterly of a line 10 feet Northwesterly of, as measured at right angles to, the center line of the Northerly spur track extending from the Norfolk and Western Railroad right of way into Lots 7 and 8 in

Block 4 South, Range 1 East of the Public Square in the Original Town of Danville); AND ALSO that part lying Northwesterly of a line 10 feet Northwesterly of, as measured at right angles to, the center line of the Northerly spur track extending from the Norfolk and Western Railroad right of way into Lots 7 and 8 in Block 4 South, Range 1 East of the Public Square in the Original Town of Danville owned by Illinois Power Company, of Lots 2 and 7 in Block 4 South, Range 2 East of the Public Square in the original Town of Danville and of that part of Lot 1 in Block 9 in McRoberts and Walker's Addition to Danville lying Westerly of the Westerly right of way line of the Norfolk and Western Railroad, situated in Vermilion County, Illinois, and commonly known as the Public Safety Building, 2 South Street, Danville, Illinois; and

F. Following the expansion of the Public Safety Building in 2004, the square footage shared and utilized by the City and County changed to the current ratio of 29.81 % to the city and 70.19 % to the County as evidenced by the Table of Usage shown on Exhibit A, attached to this Lease and made a part hereof. Reference to this ratio will be made in this Lease relative to the Capital Improvements Fund and Replacement Account under Section II D of this lease, to the Technology Fund under Section II E of this Lease, to the Maintenance Account under Section II F. of this Lease, and to calculation of the refund or rebate as provided in Section H of this Lease; and

G. In order to provide for a continuation of the joint, mutual and several uses of said building by the County and City, each have, by appropriate resolutions of their governing bodies, authorized that this Lease be made, entered into, and executed by their respective lawfully elected and appointed officers, in their behalf, with the Commission;

NOW, THEREFORE, in consideration of the rents reserved hereunder and the promises and covenants herein made by each of the parties hereto and for other good and valuable considerations, it is covenanted and agreed by the said parties hereto as follows:

SECTION I. LEASE OF PREMISES.

A. In consideration of the rents reserved and the covenants, agreements and other terms and conditions herein provided to be kept, observed and performed by the County, the Commission does hereby lease and demise to the County the Site referred to as the Public Safety Building allocated to its use being 70.91 % as shown on Exhibit "A", to hold for a term commencing as of the date of this Lease and ending on October 31, 2025, together with all of the movable and non-movable equipment situated upon the demised premises owned by the Commission, a schedule and inventory of which is (1) maintained by the Commission, and (2) acknowledged and confirmed by the County.

B. The County covenants and agrees, on or before November 1, 2022 and on or before November 1, 2023, to pay to the Commission for the use and occupancy of the space allocated to it under the terms of this Lease, the following annual rentals:

<u>Lease Year</u>	<u>Amount of Rent(which includes Leased Employees)</u>
Nov. 1, 2022, through Oct. 31, 2023	*\$5,968,064.33 (This includes \$3,241,166.92 for Leased Employees)
Nov. 1, 2023, through Oct. 31, 2024	*\$6,141,842.01 (This includes \$3,338,401.93 for Leased Employees)
Nov. 1, 2024, through Oct. 31, 2025	*\$6,337,525.04 (This includes \$3,455,246.00 for leased Employees)

subject to the terms and provisions of paragraphs F, G and H of Section I hereof.

* The Rent provided above does not include the Bond payment of \$544,115.00 as provided in the Original Lease for the November 1, 2022, term nor does it include the Bond payment of \$549,087.00 as provided in the Original Lease for the November 1, 2023, term nor does it include the Bond Payment of \$541,458.00 as provided in the Original Lease for the November 1, 2024.

C. In consideration of the rents reserved and the covenants, agreements and other terms and conditions herein provided to be kept, observed and performed by the City, the Commission does hereby lease and demise to the City those portions of the Public Safety Building allocated to its use being 29.81 % as shown on Exhibit "A", to hold for a term commencing as of the date of this Lease and ending on October 31, 2022 together with all of the movable and non-movable equipment situated upon the demised premises owned by the Commission, a schedule and inventory of which is (1) maintained by the Commission, and (2) acknowledged and confirmed by the City.

D. The City covenants and agrees, on or before November 1, 2022 and on or before April 1, 2023 (being 1 lease year) and on or before November 1, 2023 and on or before April 1, 2024 (being 1 lease year) and on or before November 1, 2024 and April 1, 2025 (being 1 lease year) to pay to the Commission for the use and occupancy of the space allocated to it under the terms of this Lease, the following annual rental:

<u>Lease Year</u>	<u>Amount of Rent</u>
Nov. 1, 2022, through March 31, 2023	* \$814,874.71
April 1, 2023, through October 31, 2023	<u>\$740,349.71</u>
Total	\$1,555,224.42
Nov. 1, 2023, through March 31, 2024	* \$844,488.70
April 1, 2024, through October 31, 2024	<u>\$769,963.70</u>
Total	\$1,614,452.40

Nov. 1, 2024, through March 31, 2025	* \$875,287.25
April 1, 2025, through October 31, 2025	<u>\$800,762.25</u>
Total	\$1,676,049.50

subject to the terms and provisions of paragraphs F, G and H of Section I hereof.

* The Rent provided above does not include the Bond payment of \$46,204.00 as provided in the Original Lease for the November 1, 2022, term nor does it include the Bond payment of \$46,232.00 as provided in the Original Lease for the November 1, 2023, term, nor does it included the Bond payment of \$46,261.00 as provided in the Original Lease for the November 1, 2024, term.

E. Upon the execution of this Lease, the County and the City, by their respective governing bodies, shall provide by resolution or ordinance, as the case may be, for the levy and collection of a direct annual tax sufficient to pay the respective annual rents payable under this Lease, as and when such rents become due and payable, and shall immediately thereafter file in the Office of the County Clerk of Vermilion County, Illinois, as tax extension officer of Vermilion County, Illinois, a copy of this Lease as executed by the parties hereto, certified to by the Secretary of the Commission, the County Clerk of the County Board as the recording officer of such Board, and the City Clerk of the City, together with a properly certified copy of said resolution or ordinance, as the case may be, as adopted levying taxes for the payment of the respective annual rents payable by the County and the City under the terms of this Lease, which certified copies shall constitute the authority for the County Clerk of Vermilion County, Illinois, as the tax extension officer of said County, to extend for collection the taxes annually necessary to pay the respective annual rents payable by the County and the City under the terms of this Lease as and when such rentals become due and payable, such taxes to be in addition to and in excess of all other taxes now or hereafter authorized to be levied by said County and the said City. The funds realized by the County and the City from such tax levies shall not be disbursed for any purpose until the annual rent has been paid in full. In addition, and following the filing of the certified copy of this Lease together with the Resolution or Ordinance described above with the County Clerk, the City Clerk of the City of Danville and the County Clerk on behalf of the County Board shall cause a public hearing to be held on the Lease in which provision is made for all persons residing or owning property in the City and County shall have an opportunity to be heard orally, in writing, or both. Notice of the time and place of the hearing shall be published at least once, at least 15 days before the hearing, in a newspaper published or having general circulation within the City of Danville and County of Vermilion. The notice shall be in the form prescribed under Section 18 of the Public Building Commission Act, 50 ILCS 20/18. No taxes shall be extended for this Lease until such hearing has occurred.

F. On or before one hundred twenty (120) days preceding the first day of each fiscal year of the Commission during the term of this Lease, the Commission shall prepare and adopt an annual budget setting forth in reasonable detail its estimated expenses for the operation and maintenance of the Public Safety Building for the ensuing fiscal year. Said operation and maintenance expenses shall include provision for the various items set forth hereinafter in detail.

Immediately upon the adoption of said budget, the Commission shall file with the County and the City a certified copy thereof.

If the amount of such expense budget exceeds the sum of \$7,523,288.75 the fiscal year ending October 31, 2023, or \$7,756,294.41 for the fiscal year ending October 31, 2024, or \$8,013,574.54 for the fiscal year ending October 31, 2025, the following designated procedure may be used by the Commission in paying the cost of operation and maintenance of the Public Safety Building during the ensuing lease year, namely,

(1) As soon as it becomes apparent the budget may be exceeded, the Commission shall promptly notify County and City of such fact, together with an estimate as to when the budget may be exceeded and a statement of the reasons the budget will be exceeded.

(2) The Commission may continue to provide all of the services upon the frequencies specified herein if both the County and the City by proper action of their respective governing bodies, shall appropriate and agree to pay to the Commission during the ensuing lease year as additional rental, over and above the rental for such year specified in Section 1, paragraphs B and D thereof, a sum equal to the difference between the cost of operation and maintenance set forth in the annual budget for such year and the sum of \$7,523,288.75 for the fiscal year ending October 31, 2023 or \$7,756,294.41 for the fiscal year ending October 31, 2024, or \$8,013,574.54 for the fiscal year ending October 31, 2025. Such additional rental shall be computed and paid by County and City in the same proportions as the rentals herein reserved and set forth in paragraphs B and D hereof; provided, however, that such additional rentals incurred by reason of the Commission's operation of the correctional officers and facilities, and the security officers and facilities, as provided in SECTION II, paragraph A, subparagraphs (1) and (2), shall be solely apportioned to the County. If the County or the City has not paid its proportionate share of the budgeted amounts at the inception of the lease, then the City or the County shall first pay its proportionate share as determined as of November 1. Additional rentals which may be due shall then be computed as provided in this paragraph.

(3) If, on or before thirty (30) days prior to the beginning of any fiscal year, it appears that additional monies will not be available to the Commission to offset the apparent deficiency from additional rentals payable by the County or the City, as the case may be, then the Commission shall reduce its budget of operation and maintenance expenses to a sum not to exceed \$7,523,288.75 for the fiscal year ending October 31, 2023, or \$7,756,294.41 for the fiscal year ending October 31, 2024, or \$8,013,574.54 for the fiscal year ending October 31, 2025.

(4) With respect to all areas shared equally or otherwise by County and City in common, the rent reserved hereunder shall be deemed apportioned among County and City as the same herein confirm and agree and paid as part of the rent so reserved herein by each.

G. If in any fiscal year the rental payments herein provided for are insufficient to provide the

funds necessary to perform the services and maintain and operate the Public Safety Building to the extent provided in the budget adopted for said fiscal year, failure by the Commission to maintain and operate the Public Safety Building to the extent provided for in said budget shall not constitute a default under the terms of this Lease, but in such case the Commission, after consultation with the County and City, shall provide in its sole discretion such essential services as can be had by the use of such funds as may be available for that purpose.

H. If in any fiscal year the rental payments herein provided, and any interest earned by Commission from investment thereof, are in excess of the funds necessary to perform the services and maintain and operate the Public Safety Building to the extent provided in the budget adopted for the previous fiscal year, said amount shall be certified to the County and City by the Commission, and the County and City, as each shall specify by resolution of their respective governing body certified to the Commission, either (1) have refund and payment of said amounts by Commission, or (2) be permitted to abate their respective tax levies by said amount proportionately, but in no event shall any such abatement be made or permitted by the County Clerk unless a written certificate of the resolution of the Commission providing therefor shall be filed with him by the Commission. The determination of the refund or rebate shall be calculated as follows:

Calculation of Rebate to City of Danville and County of Vermilion for Excess funds under Lease of Public Safety Building commencing with Lease Years ending October 31, 2023, October 31, 2024, and October 31, 2025, respectively (subject to the provisions of F. (2) above):

Rents Paid: County	City	County
PSB	\$1,555,224.42-Oct. 31, 2023 \$1,614,452.40-Oct 31, 2024 \$1,676,049.50- Oct 31, 2025	\$2,726,897.41-Oct 31, 2023 \$2,803,440.08-Oct. 31, 2024 \$2,882,279.04- Oct 31, 2025
Assigned Personnel	\$0.00	\$3,241,166.92-Oct. 31, 2023 \$3,338,401.93-Oct.31, 2024 \$3,455,246.00-Oct. 31, 2025
Plus or Minus for Rent Adjustments including a Lesser or Greater amount of rent paid, Misc. Revenue and Interest Income for the calendar year ending October 31, 2023, October 31, 2024 & October 31, 2025		

Less the Following Deductions:

Capital Improvement Account	\$29,810.00	\$70,190.00
Maintenance Account	\$14,905.00	\$35,095.00
Assigned Personnel	\$0.00	100% of Assigned Personnel Expense
Administration Expenses	29.81% of Administration Expenses	70.19% of Administration Expenses
O & M Expenses	29.81% of O & M Expenses	70.19% of O & M Expenses
Communications	50% of Communications Expenses	50% of Communications Expenses
Technology Fund	\$29,810.00	\$70,190.00
Amount of Rebate Due		

The above calculation is used in determining the rebate or refund when there is excess funds remaining at the end of a fiscal year being October 31. The above illustration shows rents paid for the November 1, through October 31, respective lease years. Separate Calculations will be made for the lease year depending on the rents paid and the expenses incurred.

I. Commission shall have the right during the term hereof to use and occupy that portion of the Public Safety Building presently utilized and occupied by it for its offices, subject to all reasonable security rules and regulations of County and City; provided, however, that public access thereto during reasonable times and regular office hours shall always be permitted by such rules and regulations.

J. The Commission shall, following each regular, monthly meeting of its Board of Commissioners, provide County and City with a report of receipts and disbursements made from the rentals paid hereunder pursuant to the operation and maintenance of the building and premises herein leased.

SECTION II. OPERATION AND MAINTENANCE.

A. The Commission shall be responsible for the maintenance, operation, upkeep and repair of the entire Public Safety Building and its Joint Communication Center, including parking lots, driveways, sidewalks, and landscaping, and shall be reimbursed therefor in accordance with the rental terms of this Lease. The cost of operation, maintenance, upkeep, and repair shall be deemed to include, but not to the exclusion of other items not herein specified, elevator service, lights, water, electricity, heat, air-conditioning, janitor, caretaking and custodial services, repairs

to the interior or the exterior, whether structural or nonstructural, and the following specific operation:

- (1) Correctional officers and facilities, and
- (2) Security officers and facilities,

the latter two of which shall be in accordance with the terms and provisions of a certain, separate intergovernmental agreement between the parties hereto, made as of even date herewith.

B. Insurance premiums on building insurance as hereinafter specified, administrative expenses of the Commission which can be apportioned to the Public Safety Building, including salaries and wages of regular and extra employees engaged in the maintenance, upkeep and repair of the demised premises and expenses of management, audit, attorneys' fees which can be apportioned to the said Public Safety Building in accordance with accepted accounting principles shall also be deemed an operation and maintenance expense. Any repairs, however, necessitated by the carelessness, omission, neglect or improper conduct of the County or the City, their servants, employees or agents, and any unusual or extraordinary maintenance or clean-up required by acts or omissions of persons incarcerated or detained in the jail or detention facilities of the building, shall be made at the expense of the County or City, as the case may be; provided, however, that the Commission may, in its discretion, make such repairs or do such maintenance so necessitated.

C. The Commission shall have access into, through and upon the demised premises, at any and all reasonable times, for the purpose of operation, maintenance, decoration, repair, upkeep and inspection, provided that such access, except in case of emergency, shall be pursuant to a reasonable notice and to be made at reasonable times so as to minimize any interference with the uses being made by the County and City in their use of the demised premises.

D. The Commission shall, from the annual proceeds of rent received, set aside, and maintain an account for the purpose of making either capital improvements upon the premises or repairs to the premises, said account to be designated as the "Capital Improvements and Replacement Account." The total amount to be so set aside and deposited into said account each lease year shall equal the sum of One Hundred Thousand Dollars (\$100,000.00). Of said sum set aside each lease year, the sum of Seventy Thousand One Hundred Ninety and 00/100 Dollars (\$70,190.00) shall be set aside from the rental payment received from the County, and the sum of Twenty-Nine Thousand Eight Hundred Ten and 00/100 Dollars (\$29,810.00) shall be set aside from the rental payment received from the City. The ratio for such contributions shall be 70.19 percent for the County and 29.81 percent for the City which is based on the space allocated and used by the County and City, respectively, and as shown on Exhibit A. Expenditures from this fund shall be made by the Commission upon request of the County and City; provided, however, that the Commission shall approve such expenditures (such approval not to be withheld except for good cause) and shall follow the procedure outlined in a Memorandum of Understanding

effective August 15, 2016, and signed by the City, County and Commission; and, provided further, the procedure, shall not be required as a condition precedent to the making of such expenditures by the Commission in case of an emergency. Funds shall accumulate with the further provision that the balance of the Capital Improvements and Replacement Account shall at no time exceed the sum of FIVE HUNDRED THOUSAND and No/100 DOLLARS (\$500,000.00), which balance shall be determined at the end of each fiscal lease year during the term of this lease. Depending upon the account balance, payments to the account by the County and City shall be in the same proportion as the maximum contribution noted herein. Refunds shall be computed and paid to the County and City in the same proportion as the respective contributions to said account.

E. The Commission shall, from the annual proceeds of rent received, set aside, and maintain an account for the purpose of maintaining, repairing, or updating technology on the premises or utilized in the operations whether on the premises or not, said account to be designated as the "Technology Fund." The total amount to be so set aside and deposited into said account each lease year shall equal the sum of One Hundred Thousand Dollars (\$100,000.00). Of said sum set aside each lease year, the sum of Seventy Thousand One Hundred Ninety and 00/100 Dollars (\$70,190.00) shall be set aside from the rental payment received from the County, and the sum of Twenty-Nine Thousand Eight Hundred Ten and 00/100 Dollars (\$29,810.00) shall be set aside from the rental payment received from the City. The ratio for such contributions shall be 70.19 percent for the County and 29.81 percent for the City which is based on the space allocated and used by the County and City, respectively, and as shown on Exhibit A. Expenditures from this fund shall be made by the Commission upon request of the County and City; provided, however, that the Commission shall approve such expenditures (such approval not to be withheld except for good cause) and shall follow the procedure outlined in a Memorandum of Understanding effective August 15, 2016 and signed by the City, County and Commission; and, provided further, the procedure, shall not be required as a condition precedent to the making of such expenditures by the Commission in case of an emergency. Funds shall accumulate with the further provision that the balance of the Technology Fund shall at no time exceed the sum of FIVE HUNDRED THOUSAND and No/100 DOLLARS (\$500,000.00), which balance shall be determined at the end of each fiscal lease year during the term of this lease. Depending upon the account balance, payments to the account by the County and City shall be in the same proportion as the maximum contribution noted herein. Refunds shall be computed and paid to the County and City in the same proportion as the respective contributions to said account.

The Commission shall, from the annual proceeds of rent received, set aside, and maintain an account for the purpose of maintaining, repairing, or replacing machinery, equipment, and other improvements upon the premises, said account to be designated as the "Maintenance Account." The total amount to be set aside and deposited into said account each lease year during the term of this Lease shall equal the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00). Of said sum set aside each lease year, the sum of Thirty-Five Thousand Ninety-Five and 00/100 Dollars (\$35,095.00) which is 70.19 percent shall be set aside from the rental payment received from the County, and the sum of Fourteen Thousand Nine Hundred Five and 00/100 Dollars (\$14,905.00)

which is 29.81 % shall be set aside from the rental payment received from the City. The ratio for such contributions shall be 70.19 percent for the County and 29.81 percent for the City. Expenditures from this fund shall be made by the Commission upon request of the County and City; provided, however, that the Commission shall approve such expenditures (such approval not to be withheld except for good cause) and shall follow the procedure outlined in a Memorandum of Understanding effective August 15, 2016 and signed by the City, County and Commission; and, provided further, the procedure, shall not be required as a condition precedent to the making of such expenditures by the Commission in case of an emergency. Funds shall accumulate with the further provision that the balance of the Maintenance Account shall at no time exceed the sum of FIVE HUNDRED THOUSAND and No/100 DOLLARS (\$500,000.00), which balance shall be determined at the end of each fiscal lease year during the term of this lease. Depending upon the account balance, payments to the account by the County and City shall be in the same proportion as the maximum contribution noted herein. Refunds shall be computed and paid to the County and City in the same proportion as the respective contributions to said account.

F. County and City shall be solely responsible for promulgating rules and regulations for, and enforcing and maintaining the security of, the Public Safety Building and Commission shall have no duty or responsibility therefor, except to comply with such rules and regulations not inconsistent with the terms and provisions of the Lease, and except for the performance of its duties pursuant to SECTION II hereof.

SECTION III. USE OF PREMISES.

A. The County and the City may install in the space occupied by them in accordance with the terms of this Lease, such portable equipment, fixtures, or furniture as it may desire, but shall not make any alterations or additions, other than partitions and non-load bearing walls, to the Public Safety Building which constitutes a part of the demised premises without the written consent of the Commission. The County and City shall not place a load upon any floor of the Public Safety Building which constitutes a part of the demised premises exceeding the floor load per square foot area which such floor was designed to carry. The Commission reserves the right to prescribe safe floor loading regulations with respect to the weight and position of all equipment and other objects which must be placed so as to distribute the weight.

B. The County and City covenant and agree that they, respectively, will not permit the use of the demised premises in any manner different from herein contemplated which will increase the applicable rates of insurance then in effect thereon, or for any purpose which will result in a violation of State or Federal laws, rules or regulations, or ordinances or resolutions of the City of Danville, Illinois, or of the County of Vermilion, Illinois, now or hereafter in force and applicable thereto. The County and the City further covenant and agree that they, respectively, shall save the Commission harmless and indemnified at all times against any loss, cost, damage, or expense by reason of any accident, loss, casualty, or damage resulting to any person or property through the use, misuse, or nonuse of said premises or by reason of any act or thing done or not

done on, in or about said demised premises or in relation thereto attributable to the use and occupancy of the demised premises by the County and the City and their respective agents, servants or employees; provided, however, that the foregoing provision shall not apply to any act or thing done or not done on, in or about said demised premises or in relation hereto by the Commission and its respective agents, servants or employees which are the sole cause of a loss, casualty or damage to any person or property in or about the demised premises. The County and the City further covenant and agree that they, respectively, will promptly make any and all changes and alterations in and about the demised premises, which during the term of this Lease may be required to be made at any time by reason of the ordinances of the City of Danville, Illinois, resolutions of the County of Vermilion, Illinois, or State or Federal laws; and will save the Commission harmless and free from any and all costs or damage in respect thereto. If the County or the City shall fail to make such necessary changes and alterations to the demised premises, the Commission may enter upon the demised premises and undertake to make such changes and alterations and the County, and the City agree to promptly reimburse the Commission therefor if requested to do so.

C. The leasehold rights, duties and obligations of the County and the City, as specified in this Lease agreement, shall not be assigned in whole or in part during the term of this Lease, except that the County and the City may sublease all or any part of the space leased by them if the Commission agrees to such sublease and if such sublease is permitted by law, provided, however, that in the event of any such sublease of all or any part of such space, there shall be no reduction of the amount of the rental payments required to be made to the Commission by the County and the City and as herein provided. The Commission further agrees that upon the receipt of a request by the County or the City to sublease all or any part of the demised premises, its consent to such sublease will not be unreasonably withheld.

SECTION IV. LEASE NONCANCELLABLE.

A. This Lease shall be deemed and construed to be a lease, noncancellable by the respective Lessees during the term thereof, and the County and the City, respectively, shall pay to the Commission absolutely net throughout the term of this Lease the rent and all other payments required hereunder, free of any deductions, without abatement, deduction or setoff for any reason or cause whatsoever including, without limiting the generality of the foregoing:

(1) The failure, from whatsoever cause, of the Public Safety Building to comply in any respect or respects with the plans therefor;

(2) Any damage to or destruction of the leased premises or any part thereof, or any delay, interruption or prevention from any cause whatsoever of the use or occupancy of the leased premises or any part thereof, and whether or not resulting from any act of God or the public enemy, or from any restriction or requirement of law, ordinance, rules or regulation of any public body or authority, State or Federal, having jurisdiction in the premises (whether such restrictions or requirements relate to the use or occupancy of the leased premises or the quality, character or

condition of the leased premises, structures, buildings, improvements, and equipment thereon or therein, or otherwise);

(3) Any failure or any defect in the Commission's title to the leased premises whether or not such failure to defect interferes with, prevents, or renders burdensome the use or occupancy of the leased premises or any part thereof;

(4) Any failure in whole or in part of the Commission to obtain and maintain the insurance which is provided to be maintained by the Commission under this Lease.

SECTION V. INSURANCE.

A. The Commission shall carry or cause to be carried insurance on said demised premises with a responsible insurance company or companies qualified to do business in the State of Illinois and to insure the risks thereof in an amount not less than the full insurable value of said demised premises, including the equipment therein, but excluding the value of the property referred to in subsection D hereof. The full insurable value is hereby defined to mean the actual replacement costs as shall be determined from time to time (but in any event not more than once in any fiscal year) by an independent architect, appraiser or appraisal company as may be employed for such purpose by the Commission. The Commission shall have the sole right to receive the proceeds of such insurance and to receipt for and settle claims thereunder.

B. In case of loss, the Commission shall apply the proceeds of said insurance (but only to the extent of such insurance proceeds and any other monies available to the Commission for such purpose) to the repair, replacing and restoration of the Public Safety Building to its former condition, or in such other manner as will enable said Public Safety Building as so repaired and restored to provide such use and service by and for the County and the City, respectively, as was provided prior to such loss. There shall be no abatement of the annual rentals required to be paid by the County and the City under the terms of this Lease during the process of such reconstruction, replacement, restoration, or repairs.

C. The Commission shall carry or cause to be carried general public liability insurance in an adequate amount as determined by the Commission, against loss on account of bodily injury, death or property damage occurring in, on or about the property included in the demised premises or by elevator or escalator therein and upon, in or about the adjoining sidewalks, parkways, passageways and parking area which are a part of the demised premises and against loss on account of bodily injury, death or property damage to any persons or property which may be imposed by reason of the ownership of the Public Safety Building or Sites or resulting from any act of omission or commission on the part of the Commission, its agents, officers and employees, in connection with the reconstruction, maintenance, operation, use and repair of such Public Safety Building and Site or the furnishing of any service to the County and to the City.

D. The Commission will not carry insurance of any kind on furniture or furnishings or any

fixtures, equipment, improvements, or appurtenances belonging to, installed by or removable by the County and the City under the provisions of this Lease and the Commission shall not be obligated to repair any damage thereto resulting from fire or other casualty or to replace the same if destroyed by fire or other casualty.

SECTION VI. MISCELLANEOUS.

A. This Lease shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

B. All officers and employees of the Commission authorized to receive or retain the custody of money or to sign vouchers, checks, warrants or evidences of indebtedness on behalf of the Commission, shall be bonded for the faithful performance of their duties and the faithful accounting of all monies and other property that may come into their hands, in an amount to be fixed and in a form to be approved by the Commission.

C. The Commission will maintain and keep proper books of records and accounts in which shall be made full and correct entries of all transactions relating to the demised premises. Not later than ninety (90) days after the close of each fiscal year, the Commission will cause an audit of its books, records, and accounts for the preceding fiscal year to be made by an independent public accountant and will make such audit available for inspection to the County and to the City. Such books, records and accounts shall be open for inspection to the County and to the City at all reasonable times.

D. No portion of the funds paid by the County and the City to said Commission shall be used for any purpose inconsistent with the conditions of this Lease.

E. Any notice or any demand required or permitted by this Lease shall be served in the following manner:

(1) By delivering a duly executed copy thereof to the Chairman or to the Secretary of the Commission, if the Commission is served; or to the County Clerk of the County Board of Vermilion County, Illinois, if the County is being served, or to the City Clerk of the City of Danville, Vermilion County, Illinois, if the City is being served; or

(2) By depositing a duly executed copy thereof in the United States Mails, by registered or certified mail, duly addressed to the Chairman or Secretary of the Commission, or to the County Clerk of the County Board of Vermilion County, Illinois, if the County is being served, or to the City Clerk of the City of Danville, Vermilion County, Illinois, if the City is being served, as the case may be.

Service for such mailing shall be deemed sufficient if addressed to the Commission, or to the County or to the City, as the case may be, at such address as the Commission or the County or

the City may have last furnished the other in writing and until a different address shall be so furnished, by mailing the same as aforesaid, addressed, as the case may be, as follows:

U. Pete Williams, Chairman, or his successor
Danville Public Building Commission,
Vermilion County
2 East South Street
Danville, Illinois 61832

Cathy Jenkins, County Clerk
County Board, Vermilion County
6 North Vermilion Street
Danville, IL 61832

Lisa K. Monson, City Clerk
City of Danville, City Hall
17 West Main Street
Danville, IL 61832

F. In the event any covenant, phrase, clause, paragraph, section, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition, or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition, or provision herein contained.

IN WITNESS WHEREOF, the DANVILLE PUBLIC BUILDING COMMISSION, of Vermilion County, Illinois, by its Board of Commissioners, has caused the corporate seal of said Commission to be affixed hereto and this Lease to be signed in its name by its Chairman and to be attested by the Secretary of said Commission, and the COUNTY OF VERMILION, ILLINOIS, by authority of its County Board, and the CITY OF DANVILLE, VERMILION COUNTY, ILLINOIS, by authority of its Council, have caused the corporate seal of said respective bodies to be affixed hereto and the Lease to be signed in their respective names by the Chairman of the County Board and to be attested by the County Clerk and by the Mayor of the City of Danville, Vermilion County, Illinois, and his signature to be attested by the City Clerk, as of the day and year first above written, but actually executed on the dates of the respective acknowledgments attached hereto. This Lease has been executed in several counterparts, any one of which shall be considered as an original.

DANVILLE PUBLIC BUILDING COMMISSION
OF VERMILION COUNTY, ILLINOIS

By _____
Chairman

ATTEST:

Secretary

COUNTY OF VERMILION, ILLINOIS

By _____
Chairman, County Board

ATTEST:

County Clerk, Vermilion
County, Illinois

CITY OF DANVILLE, VERMILION
COUNTY, ILLINOIS

By _____
Mayor, City of Danville,
Vermilion County, Illinois

ATTEST:

City Clerk

STATE OF ILLINOIS)
) SS.
COUNTY OF VERMILION)

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that LARRY BAUGHN and CATHY JENKINS personally known to me to be respectively the Chairman of the County Board of the County of Vermilion, Illinois, and the County Clerk of said County, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the County Board of the County of Vermilion, Illinois, and as County Clerk of said County, they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of the said County of Vermilion, Illinois, pursuant to the authority and direction of the County Board of said County, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this ____ day of _____, _____

(Notarial Seal)

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF VERMILION)

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that U. PETE WILLIAMS and DOUG AHRENS, personally known to me to be respectively the Chairman and the Secretary of the Danville Public Building Commission, Vermilion County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Chairman and Secretary, they signed and delivered the said instrument and caused the seal of the Danville Public Building Commission, Vermilion County, Illinois, to be there to affixed as their free and voluntary act, and as the free and voluntary act of the Danville Public Building Commission, Vermilion County, Illinois, pursuant to authority and direction of the Board of Commissioners of the Danville Public Building Commission, Vermilion County, Illinois, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this _____ day of _____, _____

(Notarial Seal)

Notary Public

STATE OF ILLINOIS)
) SS.
COUNTY OF VERMILION)

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that RICKY WILLIAMS and LISA K. MONSON, personally known to me to be respectively the Mayor of the City of Danville, Vermilion County, Illinois, and the City Clerk of said City of Danville, Vermilion County, Illinois, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Mayor of the City of Danville and as City Clerk of said City of Danville, they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of the said City of Danville, Vermilion County, Illinois, pursuant to the authority and direction of the Council of said City, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this _____ day of _____, _____

(Notarial Seal)

Notary Public

Danville Public Safety Building Expansion
County and City Space Allocation
Effective November 1, 2004

	City Square Footage	County Square Footage	Total Square Footage
Sub Level			
Emergency Operations	2,171	2,171	4,342
Pistol Range	1,197	1,197	2,394
Mechanical/Gen Circulation	2,369	2,369	4,738
Sub Level Totals	5,737	5,737	11,474
Lower Level			
Communications	629	629	1,258
Intake		4,394	4,394
Garage	2,093	2,093	4,186
Tunnel	3,023	3,023	6,046
Storage	210	210	420
Mechanical/Gen Circulation	1,886	1,886	3,772
Lower Level Totals	7,841	9,002	16,843
First Floor			
Police	6,954		6,954
Sheriff		2,912	2,912
Lobby	688	688	1,376
Records	991		991
Mechanical/Gen Circulation	1,119	1,119	2,238
First Floor Totals	9,752	4,719	14,471
Second Floor			
Police	5,046		5,046
Sheriff		4,610	4,610
Shared Spaces	1,727	1,727	3,454
Mechanical/Gen. Circulation	970	970	1,940
Second Floor Totals	7,743	7,307	15,050
Third Floor			
Jail		20,206	20,206
Mechanical/Gen. Circulation		1,737	1,737
Third Floor Totals		21,943	21,943
Fourth Floor			
Jail		21,516	21,516
Mechanical/Gen. Circulation		1,260	1,560
Fourth Floor Totals		22,776	22,776
Fourth Floor Mezz			
Jail		5,605	5,605
Mechanical/Gen. Circulation		352	352
Fourth Floor Mezz Totals		5,957	5,957
Public Safety Building Total	31,073	77,441	108,514
Service Building	1,820		1,820
SITE TOTAL	32,893 29.81%	77,441 70.19%	110,334 100%

EXHIBIT "A"

INTERGOVERNMENTAL AGREEMENT PROVIDING FOR SPECIFIED
EMPLOYEES OF COUNTY OF VERMILLON, ILLINOIS, BEING ASSIGNED TO
THE DANVILLE PUBLIC BUILDING COMMISSION, VERMILION COUNTY,
ILLINOIS

THIS AGREEMENT, made effective the 1st day of November, 2022, supplements the Amended and Restated Lease Agreement dated November 1, 2022, between the DANVILLE PUBLIC BUILDING COMMISSION, Vermilion County, Illinois, a municipal corporation of the State of Illinois, and the COUNTY OF VERMILION, ILLINOIS, a body politic and corporate of the State of Illinois, pursuant to the Public Building Commission Act, 50 ILCS 20/1, et seq. and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.

RECITALS:

WHEREAS, The Commission, the County and the City entered into an Amended and Restated Lease Agreement on February 29, 2016 (the "Original Lease") for a term of 20 years beginning November 1, 2016 and ending October 31, 2036, which Lease provides in part for the repayment of previously issued Bonds and the repayment of newly issued Bonds, the latter to acquire, construct, improve, alter, equip, repair, maintain, operate and secure the Facilities owned by the Commission but utilized by the County and the City, with the understanding and provision that separate Leases or Subleases would be entered into by the parties for the Operation and Maintenance of the of the Facilities; and an Amended and Restated Lease Agreement as supplemented by a Sublease for Operations and Maintenance (the "Sublease") was entered into effective November 1, 2016 for a term of three years ending October 31, 2019, and

WHEREAS, Danville Public Building Commission is a public building commission authorized to enter into an intergovernmental agreement by said Illinois Public Building Commission Act, 50 ILCS 20/14; and

WHEREAS, County of Vermilion is a "public agency" as defined by said Intergovernmental Cooperation, 5 ILCS 220/1 et seq., and authorized by said Act to enter

into an intergovernmental agreement; and

WHEREAS, Danville Public Building Commission and County of Vermilion are about to enter into a Lease Agreement for operations commencing as of November 1, 2022, for a three-year period providing for the leasing by County of Vermilion and the City of Danville from Danville Public Building Commission of certain real estate, building and premises, commonly known as the Public Safety Building, 2 South Street, Danville, Illinois; and

WHEREAS, Danville Public Building Commission, pursuant to Section II A of said Lease is responsible for the operations conducted by correctional officers, security officers and operational personnel at said Public Safety Building facilities; and

WHEREAS, Danville Public Building Commission and County of Vermilion desire to provide for employees to be assigned to Danville Public Building Commission from County of Vermilion for the operation of part of said facilities in said Public Safety Building, pursuant to the Public Building Commission Act, 50 ILCS 20/12; and

WHEREAS, Danville Public Building Commission and County of Vermilion desire that Danville Public Building Commission provide certain other services and/or benefits to County in connection with the operation and maintenance of said facilities at the Public Safety Building specifically including but not necessarily limited to certain dietary services, training of personnel, medical services for inmates housed in the Public Safety Building, including nursing services;

THEREFORE, it is mutually agreed as follows:

1. To assist the Danville Public Building Commission (the "Commission") in the operation and maintenance of the correctional facilities of the Public Safety Building, the County of Vermilion (the "County") shall determine the necessary correctional positions and hire employees to fulfill those positions as may be necessary to properly operate and maintain such facilities. At the inception of this Agreement and annually thereafter, the County shall notify the Commission of the number of employees who

are assigned to fill the correctional positions, the name of each employee, and the aggregate wages and salaries paid to such assigned personnel.

2. The Commission shall reimburse the County an amount equal to the wages and salaries paid to such assigned personnel by the County. Certain fringe benefits shall be included in the computation of such reimbursement payments unless it is not permitted by statute and approved by the Commission.
3. Said reimbursement payments shall be made by the Commission to the County on December 1st of each year during the term of this Agreement.
4. The reimbursement amount to be paid by the Commission to the County shall not exceed the aggregate of the wages and salaries to be paid to those employees whose names and wages are furnished under the provisions of Paragraph 1 above. It is agreed and understood that because of vacations, leaves of absence, sick days, disciplinary actions, and other personnel reasons, more than one individual, during any singular pay period, may fulfill and provide the duties required of the designated classifications and positions.
5. It is specifically agreed that the Commission is not, by any of the provisions of this agreement, assuming any past obligations of the County with respect to the employment of said assigned employees including, but not limited to, salary, wages, compensatory time, or fringe benefits promised, worker or unemployment compensation owed to, or due to prior employment of, any of said assigned employees.
6. At all times during the effectiveness of this Intergovernmental Agreement, the County shall be the employer of all personnel assigned to the Commission pursuant to this Intergovernmental Agreement. In the event a vacancy in any individual job or position shall occur for any reason, it shall be the responsibility of the County to select and employ a replacement for the assigned position, and the County shall notify the Commission of any such changes. Supervision, discipline, retention, and discharge of all assigned employees shall be conducted solely by County with such to be in

accordance with applicable statutes, rules, and regulations.

7. The Commission shall further furnish and provide County certain other services required to operate and maintain the jail facilities at the Public Safety Building. Such services include certain dietary services as provided in the past, a contract for nursing services utilized for the benefit of the inmates, training for correctional officers and other medical services for and on behalf of such inmates. Such services shall be so provided throughout the term of this Intergovernmental Agreement unless a specific request is made by the County on or prior to the third Monday in September of each year for and during the term of the lease. Upon specific request being made, for new or substituted services, the Commission shall take such appropriate action at its next regular meeting in October of each year for and during the term of this agreement.
8. For the purposes of this agreement, the services to be provided and noted in the preceding paragraph are more fully explained as follows:
 - a. Dietary services shall include the provision of all food, drinks and dietary supplements required to be furnished and furnished to inmates and prisoners of said jail facilities at the Public Safety Building;
 - b. Nursing and medical services shall include the provision of all services required to be furnished to inmates and prisoners at said jail facilities at the Public Safety Building for their health and well-being;
 - c. Training of correctional officers shall include training of correctional officers employed for overseeing the jail facilities at the Public Safety Building as may be required in his or her job description.
 - i. The Commission shall pay for the provision of the above services from

the rental payments for the Public Safety Building received by
Commission from County pursuant to paragraph 12 of this Agreement.

9. County, subject to the same conditions and restrictions contained herein for assigned employees, shall, by and through the Vermilion County Sheriff, procure and provide on behalf of Commission, the dietary services, medical services, and training for correctional officers required to be furnished hereunder.
10. Commission shall reimburse County for the expenditures made by County by and through the Vermilion County Sheriff in the procurement and furnishing of such dietary, nursing, training, and other approved services. Said reimbursement to be made by Commission on December 1 of each year during the term of this Agreement
11. Commission furnishing said services hereunder is conditioned upon the Vermilion County Sheriff procuring and furnishing said services on behalf of Commission to the inmates and prisoners of said jail facilities.
12. Any provision herein to the contrary notwithstanding, Commission's reimbursement to County for all amounts due for assigned employees and ancillary services for the inmates to be provided shall not exceed the following maximum amounts for each of the lease years noted:

Nov. 1, 2022, through Oct. 31, 2023	\$3,241,166.92
Nov. 1, 2023, through Oct. 31, 2024	\$3,338,401.93
Nov. 1, 2024, through Oct. 31, 2025	\$3,455,246.00

13. The County further covenants and agrees that it shall save the Commission, its individual Commissioners and employees absolutely harmless and shall fully indemnify Commission, its individual Commissions and employees at all times against any loss, cost, damage or expense by reason of any claim, accident, loss, casualty or damage resulting to any person or property by reason of any act or thing done or not done with respect to the operation of the Public Safety Building or by reason of any act or thing done or not done on, in or about said premises or in relation thereto

attributable to or caused by or partially caused by said assigned employees or by the provision of said dietary services. In addition, the County shall carry or cause to be carried general public liability insurance in an adequate amount as determined by the Commission, against loss on account of bodily injury, death or property damage occurring in, on or about the property included in the demised premises or by elevator or escalators therein and upon, in or about the adjoining sidewalks, parkways, passageways and parking areas which are a part of the demised premises and against loss on account of bodily injury, death or property damage to any person or property resulting from any act of omission or commission on the part of said assigned employees in connection with the maintenance and operation of said Public Safety Building. The County shall provide that the Commission and its individual Commissioners shall be a named insureds on the certificates of such insurance, which shall be furnished by the County to the Commission.

Pursuant to resolutions passed by the governing bodies of each party, copies of which are attached, the parties hereto have executed this agreement effective the date first above noted.

DANVILLE PUBLIC BUILDING
COMMISSION OF VERMILION COUNTY

By:

U. Pete Williams, Chairman

ATTEST:

Doug Ahrens, Secretary

COUNTY OF VERMILION, ILLINOIS

ATTEST

By: _____

Larry Baughn, Chairman, County Board

Cathy Jenkins, County Clerk,
Vermilion County, Illinois

AMENDED SUBLEASE AGREEMENT FOR MAINTENANCE OF
JUVENILE DETENTION FACILITY

This Amended Sublease Agreement (the "Sublease") supplements the Amended and Restated Lease Agreement dated November 1, 2022, and is effective this 1st day of December 2022, between the DANVILLE PUBLIC BUILDING COMMISSION, Vermilion County, Illinois, a municipal corporation of the State of Illinois (the "Commission"), as Lessor, and the COUNTY OF VERMILION, ILLINOIS, a body politic and corporate of the State of Illinois the "County"), as Lessee.

RECITALS:

WHEREAS, Commission, the County and the City entered into an Amended and Restated Lease Agreement on February 29, 2016 (the "Original Lease") for a term of 20 years beginning November 1, 2016 and ending October 31, 2036, which Lease provides in part for the repayment of previously issued Bonds and the repayment of newly issued Bonds, the latter to acquire, construct, improve, alter, equip, repair, maintain, operate and secure the Facilities owned by the Commission but utilized by the County and the City, with the understanding and provision that separate Leases or Subleases would be entered into by the parties for the Operation and Maintenance of the of the Facilities; and

WHEREAS, Commission has been duly organized under the provisions of the Public Building Commission Act of the State of Illinois, as amended (the "Act"), for the purpose of exercising the powers and authority prescribed by the provisions of the Act , and to acquire, construct or enlarge public improvements, building and facilities in the County; and

WHEREAS The Board of Commissioners of the Commission (the "Board") did, by proper resolution, select, locate, and designate property located wholly within the City of

Danville, Vermilion County, Illinois, the same being the county seat of the County (the "County Seat"), as a site on which to undertake improvements, names a juvenile detention center (the "Project"), which site is more fully described in a certain Lease Agreement dated September 1, 1999 (the "1999 Lease"); and

WHEREAS, the County and the Commission previously entered into a Lease Agreement, dated as of September 1, 1999, and amended on September 1, 2006 (the "1999 Lease"), providing for the Lease of the 1999 Leased Property by the Commission to the County and the payment by the County to the Commission of rentals for the use and occupancy for the use of the 1999 Leased Property; and

WHEREAS, under the provisions of the 1999 Lease, the Commission was solely responsible for the maintenance, operations, upkeep, and safekeeping of said site, being the Juvenile Detention Center and the Commission and the County were directed to enter into one or more separate agreements regarding such maintenance and upkeep; and

WHEREAS the Commission and County previously entered into an Intergovernmental Agreement for the maintenance of the Juvenile Detention Center on December 1, 2002 (the "Intergovernmental Agreement") which Agreement was terminated as to redefine the Commission's responsibilities relative to the maintenance, operations, upkeep, and safekeeping of said Center and to further increase the annual rental payments; and

WHEREAS, Commission, pursuant to the terms of Bond Resolutions previously adopted, was required to apply the rents received from the County or a portion thereof in reduction of the Public Building Revenue Bonds; and

WHEREAS, the County had requested the Commission, its staff, employees, and agents

to pay certain costs incurred in the operation of the Juvenile Detention Center, including maintaining, operating, servicing, and repairing the mechanical systems in the Center, cleaning and keeping such Center in a sanitary condition, making Bond payments on the outstanding Bonds, paying health insurance for employees of the Center, establishing and maintaining a capital improvement fund and providing such administrative services as maybe necessary in the day to day functioning of said Center; and

WHEREAS the Commission did undertake the duties and payments as more specifically described in the preceding paragraph consistent with the terms and provisions as more fully provided within an Amended Lease Agreement effective December 1, 2011; this Lease Agreement was Amended effective December 1, 2016, for a term of three years ending November 30,2019;and

WHEREAS Commission and the County wish to amend the December 1, 2016, Amended Lease Agreement by the terms of this Sublease Agreement.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

SECTION I. LEASE OF PREMISE

A. The term of this Agreement shall be for an initial period of three (3) years commencing with December 1, 2022, and ending on November 30, 2025. Either party shall have the exclusive right to terminate this Agreement without cause upon sixty days written notice to the other, in which this Agreement shall terminate at the end of the sixty-day notice period. Upon termination of this Agreement, the Commission shall submit final charges which may be due and shall furnish to the County all maintenance records, service contracts and other information utilized by the Commission in undertaking the responsibilities provided in this Agreement.

B. The County covenants and agrees on or before December 1, 2022, and on or before November 1 of each of the years thereafter for and during the term of this Agreement, to pay to the Commission for the use and occupancy of the Juvenile Detention Facility the following annual rentals:

<u>Lease Year</u>	<u>Amount of Rent</u>
December 1, 2022-November 30, 2023	\$2,398,660.00 (This includes \$2,076,493.29 for Leased Employees)
December 1, 2023-November 30, 2024	\$2,468,607.40 (This includes \$2,137,675.69 for Leased Employees)
December 1, 2024-November 30, 2025	\$2,551,156.19 (This includes \$2,211,196.53 for Leased Employees)

Within 30 days of receipt of the annual rent payment, the Commission shall rebate the Leased Employee portion of the payment to the County. As part of the annual rentals provided above, the Commission shall pay the sum of \$30,000.00 to a capital improvement fund (as provided elsewhere in this Agreement), to pay health insurance for the employees of the Juvenile Detention Center if part of the Leased Employees benefits, and to make certain other payments as reasonably estimated from time to time and as provided elsewhere in this Agreement.

C. Upon Execution of this Amended Sublease Agreement, the County shall provide by resolution for the levy and collection of a direct annual tax sufficient to pay the annual rent payable under this Agreement, as of when such rents becomes due and payable and shall immediately after file in the Office of the County Clerk of Vermilion County, Illinois, as tax extension officer of Vermilion County, Illinois, a copy of this Agreement as executed by the parties hereto, certify to by the Secretary of the Commission, the County Clerk of the County Board, as the recording officer of such Board, together with a properly certified copy of such Resolution as adopted levying taxes for the payment of annual rents under the terms of this Agreement, which certified copy shall constitute the authority of the County Clerk of Vermilion County, Illinois, as the tax extension officer of said County, to extend for collection the taxes annual necessary to pay the annual rents under the terms of this Agreement as and when such rent becomes due and payable, such taxes to be in addition to and in excess of all other taxes now or hereafter authorized to be levied by said County. The funds realized by the County for such tax levy shall not be disbursed for any purpose other than the payment of the rentals reserved in this Agreement until the annual rent has been paid as provided for at 50 ILCS 20/18 except as otherwise provided in the Agreement. After the annual rent has been paid, such funds may be used for other public safety purposes. In addition, unless earlier complied with, and the parties acknowledge that the public hearing herein referenced has been complied with, the County Clerk on behalf of the County Board shall cause a public hearing to be held on the Agreement in which provision is made for all persons residing or owning property in said County so that such residents shall have an opportunity to be heard orally, in writing, or both. Notice of the time and place of the hearing shall be placed at least once, at least fifteen (15) days before the hearing, in a

newspaper published or having general circulation within the County of Vermilion. This Notice shall be in the form described under Section 18 of the Public Building Commission Act, 50 ILCS 20/18. No taxes shall be extended for this Agreement unless such hearing has been heard.

D. On or before One Hundred Twenty (120) days preceding the first day of each fiscal year of the Commission during the term of this Agreement, the Commission shall prepare and adopt an annual budget, set forth in reasonable detail, its estimated expenses for the operation and maintenance of the Juvenile Detention Center. Said operation and maintenance expenses shall include provision for the various items set forth in this Agreement in detail.

E. Immediately upon the adoption of said budget, the Commission shall file with the County a certified copy thereof.

If the amount of each expense budget exceeds the annual rentals provided for under the terms of this Agreement, the following designated procedure may be used by the Commission in paying the costs of operation and maintenance of the Juvenile Detention Center during the ensuing year, namely:

(1) As soon as it becomes apparent the budget may be exceeded, the Commission shall promptly notify County of such fact, together with an estimate as to when the budget may be exceeded and a statement of the reasons the budget will be exceeded.

(2) The Commission may continue to provide all of the services upon the frequencies specified herein if the County by proper action of their respective governing body, shall appropriate and agree to pay to the Commission during the ensuing lease year as additional rental, over and above the rental for such year specified above, a sum equal to the difference between the cost of operation and maintenance set forth in the annual budget for such year and the annual rentals heretofore provided.

(3) If, on or before thirty (30) days prior to the beginning of any fiscal year, it appears that additional monies will not be available to the Commission to offset the apparent deficiency from additional rentals payable by the County, then the Commission shall reduce its budget of operation and maintenance expenses to a sum not to exceed the rentals set forth in paragraph B above.

F. If in any fiscal year the rental payments herein provided for are insufficient to provide the funds necessary to perform the services and maintain and operate the Juvenile Detention Center to the extent provided in the budget adopted for said fiscal year, failure by the Commission to maintain and operate the Juvenile Detention Center to the extent provided for in said budget shall not constitute a default under the terms of this Agreement, but in such case the Commission, after consultation with the County, shall provide in its sole discretion such essential services as can be had by the use of such funds as may be available for that purpose.

G. If in any fiscal year the rental payments herein provided, and any interest earned by Commission from investment thereof, are in excess of the funds necessary to perform the services and maintain and operate the Juvenile Detention Center to the extent provided in the budget adopted for the previous fiscal year, said amount shall be certified to the County by the Commission, and the County, as shall specify by resolution of their governing body certified to the Commission, either (1) have refund and payment of said amounts by Commission, or (2) be permitted to abate their respective tax levies by said amount proportionately, but in no event shall any such abatement be made or permitted by the County Clerk unless a written certificate of the resolution of the Commission providing therefor shall be filed with him by the Commission.

H. The Commission shall, following each regular, monthly meeting of its Board of

Commissioners, provide County with a report of receipts and disbursements made from the rentals paid hereunder pursuant to the operation and maintenance of the Juvenile Detention Center and premises herein leased.

SECTION II OPERATION AND MAINTENANCE.

A. The Commission shall be responsible for the maintenance, operation, upkeep, and repair of the entire Juvenile Detention Center, including parking lots, driveways, sidewalks, and landscaping, and shall be reimbursed therefor in accordance with the rental terms of this Agreement. The cost of operation, maintenance, upkeep, and repair shall be deemed to include, but not to the exclusion of other items not herein specified, elevator service, lights, water, electricity, heat, air-conditioning, janitor, care taking and custodial services, repairs to the interior or the exterior, whether structural or nonstructural, and the following specific operation:

- (1) Correctional officers and facilities, and
- (2) Security officers and facilities,

the latter two of which shall be in accordance with the terms and provisions of a certain, separate intergovernmental agreement between the parties hereto, made as of even date herewith.

B. Administrative expenses of the Commission which will be apportioned to the Juvenile Detention Center and Public Safety Building, including salaries and wages of regular and extra employees engaged in the maintenance, upkeep and repair of the demised premises and expenses of management, audit, attorneys' fees which can be apportioned in accordance with accepted accounting principles.

C. The Commission shall have access into, through and upon the demised premises, at any and all reasonable times, for the purpose of operation, maintenance, decoration, repair,

upkeep and inspection, provided that such access, except in case of emergency, shall be pursuant to a reasonable notice and to be made at reasonable times so as to minimize any interference with the uses being made by the County and in its use of the demised premises.

D. The Commission shall, from the annual proceeds of rent received, set aside, and maintain an account for the purpose of making either capital improvements upon the premises or repairs to the premises, said account to be designated as the "Capital Improvements and Replacement Account." The total amount to be so set aside and deposited into said account each lease year shall equal the sum of Thirty Thousand Dollars (\$30,000.00). Expenditures from this account shall be made by the Commission upon request of the County; provided, however, that the Commission shall approve such expenditures (such approval not to be withheld except for good cause) and shall follow the procedure outlined in a Memorandum of Understanding effective August 15, 2016 and signed by the County and Commission; and, provided further, the procedure, shall not be required as a condition precedent to the making of such expenditures by the Commission in case of an emergency. The total amount paid and maintained in this fund shall not accumulate and exceed the sum of Three Hundred Thousand Dollars (\$300,000.00).

E. County shall be solely responsible for promulgating rules and regulations for, and enforcing and maintaining the security of, the Juvenile Detention Center and Commission shall have no duty or responsibility therefor, except to comply with such rules and regulations not inconsistent with the terms and provisions of the Agreement, and except for the performance of its duties pursuant to SECTION II hereof.

SECTION III USE OF PREMISES.

A. The County may install in the space occupied by them in accordance with the terms

of this Agreement, such portable equipment, fixtures, or furniture as it may desire, but shall not make any alterations or additions, other than partitions and non-load bearing walls, to the Juvenile Detention Center which constitutes a part of the demised premises without the written consent of the Commission. The County shall not place a load upon any floor of the Juvenile Detention Center which constitutes a part of the demised premises exceeding the floor load per square foot area which such floor was designed to carry. The Commission reserves the right to prescribe safe floor loading regulations with respect to the weight and position of all equipment and other objects which must be placed so as to distribute the weight.

B. The County covenants and agrees that they, will not permit the use of the demised premises in any manner different from herein contemplated which will increase the applicable rates of insurance then in effect thereon, or for any purpose which will result in a violation of State or Federal laws, rules or regulations, or ordinances or resolutions of the County of Vermilion, Illinois, now or hereafter in force and applicable thereto. The County further covenants and agrees that they shall save the Commission harmless and indemnified at all times against any loss, cost, damage or expense by reason of any accident, loss, casualty or damage resulting to any person or property through the use, misuse or nonuse of said premises or by reason of any act or thing done or not done on, in or about said demised premises or in relation thereto attributable to the use and occupancy of the demised premises by the County and their agents, servants or employees; provided, however, that the foregoing provision shall not apply to any act or thing done or not done on, in or about said demised premises or in relation hereto by the Commission and its respective agents, servants or employees which are the sole cause of a loss, casualty or damage to any person or property in or about the demised premises. The County

further covenants and agrees that they will promptly make any and all changes and alterations in and about the demised premises, which during the term of this Agreement may be required to be made at any time by reason of resolutions of the County of Vermilion, Illinois, or State or Federal laws; and will save the Commission harmless and free from any and all costs or damage in respect thereto. If the County shall fail to make such necessary changes and alterations to the demised premises, the Commission may enter upon the demised premises and undertake to make such changes and alterations and the County agrees to promptly reimburse the Commission therefor if requested to do so.

C. The leasehold rights, duties and obligations of the County, as specified in this Agreement, shall not be assigned in whole or in part during the term of this Agreement, except that the County may sublease all or any part of the space leased by them if the Commission agrees to such sublease and if such sublease is permitted by law, provided, however, that in the event of any such sublease of all or any part of such space, there shall be no reduction of the amount of the rental payments required to be made to the Commission by the County and as herein provided. The Commission further agrees that upon the receipt of a request by the County to sublease all or any part of the demised premises, its consent to such sublease will not be unreasonably withheld.

SECTION V. INSURANCE.

A. The County shall carry or cause to be carried insurance on said demised premises with a responsible insurance company or companies qualified to do business in the State of Illinois and to ensure the risks thereof in an amount not less than the full insurable value of said demised premises, including the equipment therein, but excluding the value of the

property referred to in subsection (d) hereof. The full insurable value is hereby defined to mean the actual replacement costs as shall be determined from time to time (but in any event not more than once in any fiscal year) by an independent architect, appraiser or appraisal company as may be employed for such purpose by the County. The County shall have the sole right to receive the proceeds of such insurance and to receipt for and settle claims thereunder.

B. In case of loss, the County shall apply the proceeds of said insurance (but only to the extent of such insurance proceeds and any other monies available to the County for such purpose) to the repair, replacing and restoration of the Juvenile Detention Center to its former condition, or in such other manner as will enable said Juvenile Detention Center as so repaired and restored to provide such use and service by and for the County, as was provided prior to such loss. There shall be no abatement of the annual rentals required to be paid by the County under the terms of this Agreement during the process of such reconstruction, replacement, restoration, or repairs.

C. The County shall carry or cause to be carried general public liability insurance in an adequate amount as determined by both the County and the Commission, against loss on account of bodily injury, death or property damage occurring in, on or about the property included in the demised premises or by elevator or escalator therein and upon, in or about the adjoining sidewalks, parkways, passageways and parking area which are a part of the demised premises and against loss on account of bodily injury, death or property damage to any persons or property which may be imposed by reason of the ownership of the Juvenile Detention Center or resulting from any act of omission or commission on the part of the Commission, its agents, officers and employees, in connection with the reconstruction, maintenance, operation, use and repair of such Juvenile Detention Center and Site or the furnishing of any service to the County.

D. It will be the responsibility of the County to carry insurance of any kind on furniture or furnishings or any fixtures, equipment, improvements, or appurtenances belonging to, installed by or removable by the County under the provisions of this Agreement and the Commission shall not be obligated to repair any damage thereto resulting from fire or other casualty or to replace the same if destroyed by fire or other casualty.

SECTION VI. MISCELLANEOUS.

A. This Agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

B. All officers and employees of the Commission authorized to receive or retain the custody of money or to sign vouchers, checks, warrants or evidences of indebtedness on behalf of the Commission, shall be bonded for the faithful performance of their duties and the faithful accounting of all monies and other property that may come into their hands, in an amount to be fixed and in a form to be approved by the Commission.

C. The Commission will maintain and keep proper books of records and accounts in which shall be made full and correct entries of all transactions relating to the demised premises. Not later than ninety (90) days after the close of each fiscal year, the Commission will cause an audit of its books, records, and accounts for the preceding fiscal year to be made by an independent public accountant and will make such audit available for inspection to the County. Such books, records and accounts shall be open for inspection to the County at all reasonable times.

D. No portion of the funds paid by the County to said Commission shall be used for any purpose inconsistent with the conditions of this Agreement.

E. Any notice or any demand required or permitted by this Agreement shall be served in the following manner:

(1) By delivering a duly executed copy thereof to the Chairman or to the Secretary of the Commission, if the Commission is served; or to the County Clerk of the County Board of Vermilion County, Illinois, if the County is being served; or

(2) By depositing a duly executed copy thereof in the United States Mail, by registered or certified mail, duly addressed to the Chairman or Secretary of the Commission, or to the County Clerk of the County Board of Vermilion County, Illinois, if the County is being served, as the case maybe.

Service for such mailing shall be deemed sufficient if addressed to the Commission, or to the County, as the case may be, at such address as the Commission or the County may have last furnished the other in writing and until a different address shall be so furnished, by mailing the same as aforesaid, addressed, as the case may be, as follows:

U. Pete Williams, Chairman or his successor
Danville Public Building Commission,
Vermilion County
2 East South Street
Danville, IL 61832

Cathy Jenkins, County Clerk
County Board, Vermilion County
6 North Vermilion Street
Danville, IL 61832

F. In the event any covenant, phrase, clause, paragraph, section, condition, or provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such covenant, phrase, clause, paragraph, section, condition, or provision shall in no way affect any other covenant, phrase, clause, paragraph, section, condition, or provision herein contained.

and Juvenile Detention Facility, as attached hereto, along with an appropriate leased personnel agreement for the same term; and,

NOW, THEREFORE, BE IT RESOLVED that the County Board of Vermilion County, Illinois ratifies and approves the Intergovernmental Agreements associated with the operation of the Public Safety Building and Juvenile Detention Center and that the Chairperson be authorized to make and sign such leases attached hereto as required to operate such buildings.

PRESENTED, APPROVED and RESOLVED by the County Board of Vermilion County, Illinois at its September 13, 2022 A.D. meeting.

Dated this 13th day of September, 2022, A.D.

AYE 17 NAY 0 ABSENT 9
1 vacancy


Vermilion County Board Chairman

ATTEST: Cathy Jenkins (IP)
Clerk of the County Board

Resolution Number #22-0906

APPROVED BY Finance Personnel 09/12 /22:

<u>Steve Fourez</u> Committee Chairperson	<u>Y</u> N A
Wesley Bieritz	<u>Y</u> N A
Craig Golden	Y N <u>A</u>
Becky Stark	<u>Y</u> N A
Bruce Stark	<u>Y</u> N A
Crisi Walls	<u>Y</u> N A
Steve Miller	Y N <u>A</u>

STATE OF ILLINOIS)
) SS.
COUNTY OF VERMILION)

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that LARRY BAUGHN AND CATHY JENKINS personally known to me to be respectively the Chairman of the County Board of the County of Vermilion, Illinois, and the County Clerk of said County, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as Chairman of the County Board of the County of Vermilion, Illinois, and as County Clerk of said County, they signed and delivered the said instrument as their free and voluntary act, and as the free and voluntary act of the said County of Vermilion, Illinois, pursuant to the authority and direction of the County Board of said County, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this 15 day of September, 2022



Morgan Astell
Notary

(Notarial Seal)

STATE OF ILLINOIS)
) SS.
COUNTY OF VERMILION)

I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY that U. PETE WILLIAMS AND DOUG AHRENS, personally known to me to be respectively the Chairman and the Secretary of the Danville Public Building Commission, Vermilion County, Illinois, and personally known to me to be the same persons whose names are subscribed to the

IN WITNESS WHEREOF, the DANVILLE PUBLIC BUILDING COMMISSION,
of Vermilion County, Illinois, by its Board of Commissioners, has caused this Agreement to be
signed in its name by its Chairman and to be attested by the Secretary of said Commission, and
the COUNTY OF VERMILION, ILLINOIS, by authority of its County Board, has caused the
Agreement to be signed in their respective names by the Chairman of the County Board and to be
attested by the County Clerk, Vermilion County, Illinois, as of the day and year first above
written, but actually executed on the dates of the respective acknowledgments attached hereto.
This Agreement has been executed in several counterparts, any one of which shall be considered
as an original.

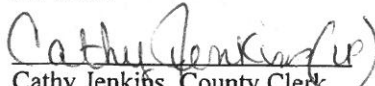
DANVILLE PUBLIC BUILDING COMMISSION
OF VERMILION COUNTY

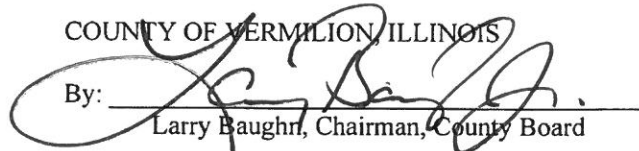
By: _____
U. Pete Williams, Chairman

ATTEST:

Doug Ahrens, Secretary

ATTEST


Cathy Jenkins, County Clerk,
Vermilion County, Illinois

COUNTY OF VERMILION, ILLINOIS
By: 
Larry Baughn, Chairman, County Board

foregoing instrument, appeared before me this day in person and acknowledged that as such Chairman and Secretary, they signed and delivered the said instrument as the free and voluntary act of the Danville Public Building Commission, Vermilion County, Illinois, pursuant to authority and direction of the Board of Commissioners of the Danville Public Building Commission, Vermilion County, Illinois, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial seal this __ day of _____, _____

Notary

(Notarial Seal)