

JUDICIAL COMMITTEE

RESOLUTIONS



Judicial Committee
Resolution #09-179

**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

**AWARDING CONTRACT FOR OPERATIONAL AUDIT OF
WILL COUNTY ADULT DETENTION FACILITY**

WHEREAS, in order to capture the most competitive price available, the Will County Executive's Office solicited bids for an operational audit of the Will County Adult Detention Facility, and

WHEREAS, on April 17, 2009, the County Executive's Office opened four proposals for the operational audit of the Will County Adult Detention Facility, and

WHEREAS, after review of such proposals and other factors, and with the recommendation from the Will County Finance Director and Will County Sheriff Personnel, the Judicial Committee recommends that the contract for auditing services be awarded to the firm of Virchow, Krause & Company, LLP, Chicago, IL for a total contract amount of \$64,500.00, which includes travel related expenses.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby awards the operational audit of the Will County Adult Detention Facility to the firm of Virchow, Krause & Company, LLP, Chicago, IL for a total contract amount of \$64,500.00, which includes travel related expenses.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 18th day of June, 2009.

Vote: Yes___ No___ Pass_____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this _____ day of _____, 2009.

Lawrence M. Walsh
Will County Executive

**FROM THE DESK OF
RITA WEISS
PURCHASING DIRECTOR
PROPOSAL HISTORY**

ITEM: 2009 - ADF OPERATIONAL AUDIT

DEPARTMENT: ADULT DETENTION FACILITY

COUNTY EXECUTIVE PERMISSION TO BID: FY 2009 BUDGETED ITEM

FINANCE COMMITTEE PERMISSION TO BID: FY 2009 BUDGETED ITEM

RFP LETTING: MARCH 20, 2009

PUBLISHED NOTICE: MARCH 20, 2009, HERALD NEWS & DEMAND STAR

FUNDING SOURCE: FY 2009 COUNTY BOARD BUDGET

BIDDING RESULTS:

NUMBER RELEASED: 10 + INTERNET **NUMBER RETURNED:** 4

BIDDER:

VIRCHOW, KRAUSE & COMPANY, LLP, CHICAGO, IL
MATRIX CONSULTING GROUP, PALO ALTO, CA
MGT OF AMERICA, INC, SPRINGFIELD, IL
CROWE HORWATH LLP, OAKBROOK TERRACE, IL

GRAND TOTAL:

\$ 64,500.00
\$ 49,000.00
\$ 80,000.00
\$299,130.00

RECOMMENDATION FROM PAUL RAFAC, FINANCE DIRECTOR, DEPUTY CHIEF JERRY NUDERA AND DIRECTOR BRIAN FINK, ADF, IS TO AWARD THE CONTRACT FOR THE OPERATIONAL AUDIT OF THE WILL COUNTY ADULT DETENTION FACILITY TO **VIRCHOW, KRAUSE & COMPANY, LLP, OF CHICAGO, IL**. THE TOTAL CONTRACTUAL COST, INCLUDING TRAVEL RELATED EXPENSES, IS **\$64,500.00**.

BID TABULATION SHEET

**BID NAME/ DEPT: OPERATIONAL AUDIT FOR THE ADULT DETENTION FACILITY
 WILL COUNTY SHERIFF'S OFFICE**

DUE: 04-17-09, 4:00 PM

BIDDER	BID BOND PRIME CERTIFICATE	TOTAL CONSULTANT COSTS
MATRIX CONSULTING GROUP PALO ALTO, CA	Check \$4,900.00 Prime, yes Rec'd 2 Addenda (Signed)	(Signed) \$49,000.00
MGT OF AMERICA, INC SPRINGFIELD, IL	Bond 10% Prime, yes Rec'd 2 Addenda (Signed)	(Signed) \$80,000.00
VIRCHOW KRAUSE & CO MADISON, WI	Check \$6,450.00 Prime, yes Rec'd 2 Addenda (Signed)	(Signed) \$64,500.00
CROWE HORWATH LLP OAKBROOK TERRACE, IL	Bond 10% Prime, yes Rec'd 2 Addenda (Signed)	(Signed) \$299,130.00

ALSO PRESENT:
Missy Miesmer
Paul P. Rafac

Karen Wozniak

From: Paul P. Rafac
Sent: Thursday, June 11, 2009 1:17 PM
To: Rita Weiss
Cc: Marty Nowak; Michael O'Leary; Jerry Nudera; 'Brian Fink'; John McDowell; Melissa Johannsen; Ann Co. Bd. Dralle
Subject: ADF Operational Audit

Rita,

Deputy Chief Nudera, Director Fink and I have reviewed the ADF Operational Audit proposals and sample reports. We unanimously recommend that the contract be awarded to Virchow and Krause.

Thanks,
Paul Rafac
Finance Director



**RESOLUTION OF THE COUNTY BOARD
WILL COUNTY, ILLINOIS**

**RE: RATIFYING THE ASSIGNMENT AND ASSUMPTION OF LEASE FOR
JUROR PARKING AT THE JOLIET WAREHOUSE PROPERTY LOCATION**

WHEREAS, at its June 21, 2007 County Board Meeting the Will County Board authorized the County Executive to execute an agreement with Philip Cocomise for juror parking at the Joliet Warehouse property, 12-14 New Street, Joliet, IL, on a month-to-month basis at a rate of \$1,500.00 per month, and

WHEREAS, on April 24, 2009, Philip Cocomise sold the Joliet Warehouse property, 12-14 New Street, Joliet, IL, to the City of Joliet, as well as executed an Assignment and Assumption of the Lease with the City of Joliet for the juror parking for the County of Will, and

WHEREAS, since there is still not sufficient parking at the courthouse to accommodate the needs of the jurors, the Chief Judge, through his Court Administrator, has requested the County of Will ratify the Assignment and Assumption of juror parking lease with the new owner, the City of Joliet, IL, for approximately 100 juror parking spaces located at the Joliet Warehouse property, 12-14 New Street, Joliet, IL, on a month-to-month basis at a rate of \$1,500.00 per month. A copy of the Assignment and Assumption of Lease dated April 24, 2009 is attached hereto and made a part hereof, and

WHEREAS, the Judicial Committee concurs with this request.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby authorizes the County Executive to execute any and all documents necessary to ratify the Assignment and Assumption of Lease dated April 24, 2009, attached hereto, between the former owner Philip Cocomise and the new owner, the City of Joliet, IL for approximately 100 juror parking spaces located at the Joliet Warehouse property, 12-14 New Street, Joliet, IL, on a month-to-month basis at a rate of \$1,500.00 per month, all subject to the review and consideration of the Will County State's Attorney's Office.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 18th day of June, 2009.

Vote: Yes___ No___ Pass_____ (SEAL)

Nancy Schultz Voots
Will County Clerk

Approved this _____ day of _____, 2009.

Lawrence M. Walsh
Will County Executive

302 N. Chicago Street
Joliet, Illinois 60432



(815) 774-7480
Fax (815) 740-4600

Lawrence M. Walsh
Will County Executive

April 24, 2009

SENT VIA FACSIMILE (312)781-1044 and U.S. MAIL Postage pre-paid.
Mr. Victor J. Cacciatore II
Attorney at Law
100 West Monroe Street
Chicago, Illinois 60603

Re: Lease Agreement between Philip Cocomise and the County of Will

Dear Mr. Cacciatore:

This is in response to your request that the County of Will consent to the assignment from your client Philip Cocomise to the City of Joliet of a lease for property located at 12-14 New Street, Joliet, Illinois between Philip Cocomise and the County of Will dated June 30, 2007.

It is my understanding that the consummation of the purchase of the subject property by the City of Joliet is scheduled for today. It is further my understanding that the City of Joliet is purchasing the property with the intent of establishing a transportation hub at that location. This transportation hub will bring the various forms of transportation together in one place to better serve not only the citizens of the City of Joliet but the entire County of Will.

Therefore, in the interests of intergovernmental cooperation and service to the citizens of Will County, in conformance with Section 14 of the subject lease I consent to the assignment of said lease to the City of Joliet subject to the approval of the Will County Board at their regularly scheduled meeting on May 21, 2009.

Very truly yours,

Lawrence M. Walsh
Lawrence M. Walsh
Will County Executive

cc. Jeff Plyman, Joliet City Attorney via facsimile (815)724-3801
Tri-County Title via facsimile (815)723-2188

Law Offices
VICTOR J. CACCIATORE II
Suite 2204
100 West Monroe Street
Chicago, Illinois 60603
Telephone (312)781-1855
Facsimile (312)781-1044
E-mail: vjcacciatore@sbcglobal.net

20 April 2009

VIA FACSIMILE ONLY 815.774.4576

Mr. Kurt Sangmeister
Court Administrator
Twelfth Judicial Circuit Court
57 North Ottawa Street, 3rd Floor
Joliet, Illinois 60432

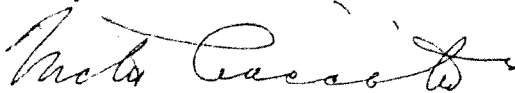
**RE: Lease Agreement between Philip Cocomise and the County
of Will dated June 30, 2007 concerning 12-14 New Street, Joliet, Ill.**

Dear Mr. Sangmeister:

Pursuant to Section 14 of the above-captioned lease, the County of Will is hereby notified that the City of Joliet is scheduled to purchase the above-reference property from Mr. Cocomise on April 24, 2009. Mr. Cocomise will also on that date assign his rights under the above-captioned lease agreement to the City of Joliet.

Kindly indicate the County of Will's consent in writing as soon as possible.

Sincerely,



Victor J. Cacciatore II
VJC/ct

ASSIGNMENT AND ASSUMPTION OF LEASE

This Assignment And Assumption Of Lease dated as of the 24th day of April, 2009 by and between Philip Cocomise ("Seller") and the City of Joliet, an Illinois Municipal Corporation ("Purchaser"), pertains to the property commonly known as 12-14 New Street, Joliet, Illinois ("Property").

Purchaser purchased the Property from Seller on April 24th, 2009 and as part of the purchase, Seller is to assign the lease ("Lease") dated June 30, 2007 by and between Philip Cocomise ("Landlord") and the County of Will ("Tenant") to Purchaser. Attached hereto and made a part hereof is said Lease.

For good and valuable consideration, the receipt and sufficiency which is hereby acknowledged by the parties, the Seller hereby transfers, assigns and sets over to Purchaser, and Purchaser hereby accepts and assumes from Seller, all of Seller's right, title, interest and obligations in, to and under said Lease.

Seller represents the rent is paid through the 30th day of April, 2009, and that there is no security deposit.

DATED: 24 April 2009

SELLER:

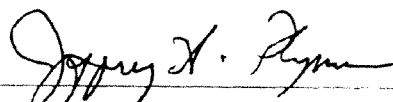


PHILIP COCOMISE

DATED: 4/24/2009

PURCHASER:

CITY OF JOLIET, an Illinois Municipal Corporation

BY: 

COURTNEY COUNSEL

ACORD. CERTIFICATE OF LIABILITY INSURANCE						DATE (MM/DD/YYYY) 04/29/2009	
PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA PHONE: (866) 283-7122 FAX: (847) 953-5390			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURED The County of Will Will County Office Building 302 North Chicago Street Joliet IL 60432 USA			INSURERS AFFORDING COVERAGE		NAIC #		
			INSURER A: Illinois Counties Risk Management Trust		0222AL		
			INSURER B: Safety National Casualty Corp		15105		
			INSURER C:				
			INSURER D:				
COVERAGES <i>NAIC applies per terms and conditions of the policy</i> THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED							
INSR LTR	ADDL INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	ICRMT2009276	12/01/08	12/01/09	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	
						MIN EXP (Adv one person)	\$1,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS - COMP/OP AGG	\$1,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS	ICRMT2009276	12/01/08	12/01/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY EA ACC	
						AGG	
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION	ICRMT2009276	12/01/08	12/01/09	EACH OCCURRENCE	\$9,000,000
						AGGREGATE	\$9,000,000
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	
						E.L. DISEASE-EA EMPLOYEE	
						E.L. DISEASE-POLICY LIMIT	
#		OTHER Excess WC	SP2Q27IL	12/01/08	12/01/09	EL Each Accident	\$1,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS RE: Parking Leasing (warehouse) 12-14 New Street, Joliet, IL 60433. The City of Joliet, it's agents, officers and employees are included as Additional Insured under the General Liability Policy.							
CERTIFICATE HOLDER				CANCELLATION			
City of Joliet Attn: Jeffrey Plyman 12-14 New Street Joliet IL 60433 USA				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.			
				AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>			
ACORD 25 (2001/08)				ACORD CORPORATION 1988			

Holder Identifier :
Certificate No : 570034190406

LEASE AGREEMENT

This Lease Agreement dated the 30TH day of JUNE, 2007, is made by and between Mr. Phil Cocomise, his agents, successors or assigns, (hereinafter, Lessor) and the County of Will, a corporate body politic organized and existing under the laws of the State of Illinois (hereinafter "County") on behalf of the Circuit Court of the Twelfth Judicial Circuit (hereinafter "Court").

SECTION 1: Term of Agreement

The Lessor, hereby agrees to lease to the County those parking spaces hereinafter specified on a month to month basis commencing on July 1 2007, unless otherwise terminated or extended under the terms of this Agreement.

SECTION 2: Parking Spaces

The Lessor agrees to lease to the County approximately 100 parking spaces located at 12 New Street, Joliet Il., commonly known as the Joliet Warehouse property eighty (80) of which are for use by jurors only.

SECTION 3: Rent

The County agrees to pay and the Lessor agrees to accept a monthly payment of \$1,500.00 as rent for the parking spaces leased under this Agreement. Lessor shall provide a monthly invoice to the County, which invoice shall be paid in conformance with the Local Government Prompt Payment Act, 50 ILCS 505, *et seq.*

SECTION 4: Use Limited

The County shall use or permit the use of the area leased under this Agreement for parking purposes only and may not use the area for any other purpose without the express, written consent of the Lessor.

SECTION 5: Compliance with Law

The County shall comply with all federal, state, and local laws regulating the use of the subject parking spaces and shall advise any authorized users of their obligation to comply with same.

SECTION 6: Parking Authorization

- (a) The County shall issue parking permits to authorized users of the parking spaces and shall require that they be prominently displayed.

- (b) The County shall be responsible for monitoring the parking lot for use by unauthorized users and for having unauthorized vehicles towed, if necessary.

SECTION 7: Repair and Maintenance of Parking Spaces

The County shall be responsible for removal of snow in the event there is an accumulation of 3 inches or more and trash removal, if necessary. All other maintenance shall be the responsibility of the Lessor.

SECTION 8: Damage or Destruction of Demised Premises

- (a) In the event 50% or fewer of the parking spaces should become unusable, the Lessor, shall bill the County on a pro-rated basis, taking into consideration the number of parking spaces and the number of days the parking spaces are unusable.
- (b) In the event 50% or more of the parking spaces become unusable, the Joliet Warehouse Property shall be deemed totally destroyed or damaged for purposes of this lease. In that event, either party may terminate the Agreement effective the date of destruction or damage. In such event Lessor shall bill the County on a pro-rated basis as of the date of damage or destruction.
- (c) For purposes of this section "unusable" shall mean that authorized users cannot reasonably access the subject parking spaces for whatever reason, other than the failure of the County to perform its duties as set forth in Section 8 of this agreement or the willful or wanton actions of the County, its agents, officers, representatives, employees or servants.

SECTION 9: Encumbrances

During the term of this Agreement, the County shall not suffer or permit any lien or other encumbrance, including but not limited to mechanic's lien, material man's lien, or mortgage, to be filed against the Lessor's interest in the demised premises, and nothing in this Agreement shall be deemed or construed as constituting the consent or request of the Lessor, expressed or implied, to any contractor, subcontractor, laborer, or material man for the performance of any labor or for the furnishing of any materials for any specific improvement, alteration, or repair of or to the demised premises or any part thereof.

SECTION 10: Indemnification

- (a) The County shall and hereby agrees to indemnify and save harmless the Lessor, his servants, agents, employees, or representatives against and from any and all claims, judgments, demands, actions, causes of action, suits, and all other liabilities whatsoever on account of or by reason of or

growing out of personal injuries or death to the County, its servants, agents, employees and officers, or to any third party, from any loss arising out of the willful or wanton acts or conduct of the County, or the willful or wanton use, possession, operation, or control of the demised premises by the County, its servants, agents or employees, contractors or subcontractors or any authorized third party using the demised premises.

- (b) The County shall, at the County's sole expense, appear, defend and pay all costs and other expenses arising from or incurred in connection with any action for which the Lessor shall be indemnified under subsection (a).
- (c) The County expressly acknowledges and agrees that any insurance coverage or bond required by this Agreement or otherwise provided by the County shall in no way limit the County's responsibility to indemnify, hold harmless, and defend the Lessor.
- (d) The Lessor shall and hereby agrees to indemnify and save harmless the County, its servants, agents, employees, or representatives against and from any and all claims, judgments, demands, actions, causes of action, suits, and all other liabilities whatsoever on account of or by reason of or growing out of personal injuries or death to Lessor, his servants, agents or employees, contractors or subcontractors, or to any third party, including servants, agents, employees and officers, from any loss arising out of the negligent acts of conduct of the Lessor or the negligent use, possession, operation, or control of the demised premises by the Lessor, its officers, servants, agents or employees, contractors or subcontractors of any third party using the demised premises.
- (e) Lessor shall, at Lessor's sole expense, appear, defend, and pay all charges of attorneys and all costs and other expenses arising from or incurred in connection with any action for which the County shall be indemnified under subsection (d).

SECTION 11: Insurance

- (a) The County, prior to occupying or using the demised premises, shall furnish Lessor with a Certificate of Insurance certifying that the County is self-insured, with excess insurance coverage, for worker's compensation and employer's liability insurance in amounts required by the State of Illinois and general liability coverage which affords coverage for comprehensive general liability owners', landlords', and tenants' liability, and property damage liability.
- (b) The above coverages shall have limits of liability in the amount of \$500,000.00 for each person and \$1,000,000.00 for each occurrence for

personal injury or death, and property damage liability in the amount of \$200,000.00 for each occurrence.

- (c) The insurance requirements of this Agreement and the Certificate of Insurance shall provide that the required coverage cannot be modified, terminated, or canceled by the insurance company without fifteen (15) days' written notice delivered to the Lessor in person or by certified mail.
- (d) The Lessor and his agents, officers, and employees shall be named as additional insured on all Certificates of Insurance and insurance policies required under this Agreement.

SECTION 12: Default

If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an "event of default" or "default" under this Agreement:

- (a) Failure to timely pay rent;
- (b) Failure to perform or observe any covenant, agreement, obligation, or provision of this Agreement.
- (c) Either party shall give written notice of any default and thirty (30) days to cure such default.

SECTION 13: Remedies on Default

If any event of default referred to in Section 12 shall have occurred and be continuing, the party against whom the default is taken may then or at any time thereafter, while such default shall continue, take any one or more of the following actions:

- (a) Give the other party written notice of intention to terminate this lease on a date specified therein, which date shall not be earlier than 30 days after such notice is given, and if all defaults have not then been cured, on the date so specified, the County's rights to use of the parking spaces by jurors shall cease, the Lessor's right to any additional rent shall cease and this Agreement shall thereupon be terminated. The Lessor may re-enter and take possession of the demised premises.

SECTION 14: Assignment

Neither party shall assign this Agreement to any person or entity without prior written notice to and consent of the other party.

SECTION 15: Amendment

It is agreed by the parties to this Agreement that this Agreement cannot be amended by either party without the prior written consent of the governing or controlling bodies of each part and given in accordance with applicable law.

SECTION 16: Termination

- (a) It is agreed by the parties that this Agreement may be terminated at any time by either party upon thirty (30) days written notice.
- (b) This Agreement may be terminated by in accordance with the provisions of Sections 12 and 13 of this Agreement
- (c) This Agreement may be terminated if any Court of competent jurisdiction determines that the County is without any constitutional, statutory, or home rule power or authority to enter into this Agreement for the purpose stated in this Agreement. Such terminations shall be effective immediately upon the execution of such court order, unless otherwise stayed by the court. Lessor shall not be liable for any costs or expenses incurred by the County as a result of the entry of a court order.

SECTION 17: Notice

All notices, demands, and requests required or permitted under the terms of this Agreement shall be in writing and shall be given or sent to:

For Lessor:

For the County:

County Executive
County of Will
302 North Chicago Street
Joliet, Illinois 60432

For the Twelfth Judicial Circuit:

Chief Judge
Twelfth Judicial Circuit Court
14 West Jefferson Street
Joliet, Illinois 60432

SECTION 18: Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original.

SECTION 19: Severability.

~~The invalidity of any provision of this Agreement shall not impair the validity of any other provision. If any provision of this Agreement is deemed by any court of competent jurisdiction to be unenforceable, that provision shall be deemed severable and the Agreement may be enforced with a provision severed or as modified by the court.~~

SECTION 20: Governing Law.

This Agreement and all amendments thereof shall be governed by and construed in accordance with the laws of the State of Illinois applicable to contracts made and to be performed therein and any venue for any litigation regarding this Agreement shall be in the Circuit Court of the Twelfth Judicial Circuit, Will County, Illinois.

SECTION 21: Agreement Complete

This written document contains the final and entire Agreement between the parties hereto and contains all of the terms and conditions agreed upon by the parties. No other Agreements, oral or otherwise, regarding the subject of this Agreement shall be deemed to exist or to bind the parties, it being the intent of the parties that neither shall be bound by any terms, conditions, or representation not herein written.

PHILIP COCOMISE

BY: Philip Cocomise
Philip Cocomise
Lessor

COUNTY OF WILL
a Corporate Body Politic,

BY: Lawrence M. Walsh
County Executive

Attest: Nancy Schultz
County Clerk