Resolution of the County Board of Kankakee County, Illinois

RE: AUTHORIZING THE COUNTY BOARD CHAIRMAN TO SIGN AN AMENDMENT TO EXHIBIT A OF THE ECONOMIC ALLIANCE AGREEMENT

WHEREAS, the Kankakee County Board signed an agreement in December of 2008 with the Economic Alliance to provide staff and support to the Alliance, and;

WHEREAS, due to changes in personnel and funding of the Economic Alliance, certain provisions of that agreement need updating to reflect the current relationship of the parties; and;

WHEREAS, the proposed language is attached as Exhibit A; and;

WHEREAS, the Executive Committee at their meeting of January 23, 2018, after discussion, review and consideration, recommends the County Board grant the County Board Chairman the authority to execute this proposed amendments to the agreement with the Economic Alliance.

NOW, THEREFORE, BE IT RESOLVED, that the Kankakee County Board hereby authorizes and directs the County Board Chairman, or his designee, to execute all the necessary paperwork to execute the amended agreement with the Economic Alliance under the proposal attached.

PASSED and adopted this 13th day of February, 2018.

[Signature]

Andrew H. Wheeler, County Board Chairman

ATTEST:

[Signature]

Dan Hendrickson, County Clerk
SERVICES AGREEMENT

THIS SERVICES AGREEMENT (hereinafter the “Agreement”) is made and entered into by and between the County of Kankakee, a body politic and corporate, non-home rule governmental unit (the “County”), and the Economic Alliance of Kankakee County, Inc., an Illinois not-for-profit corporation (the “Alliance”), to be effective as of the 1st day of December, 2008 (the “Effective Date”). The purpose of this Agreement is to memorialize the terms of the agreement, between the County and the Alliance with respect to the Alliance’s performance of services for, and contribution to, the County, as set forth herein.

WHEREAS, the County is in need of certain services with respect to its operations and desires for the Alliance to provide such services; and

WHEREAS, the Alliance has staff experienced in these matters and is willing to provide such services to the County in part as a contribution to the County for unified economic development within the County, and

WHEREAS, the County is authorized to appropriate and expend funds from the county treasury for economic development purposes and to make grants to commercial enterprises deemed necessary or desirable for the promotion of economic development in the county pursuant to 55 ILCS 5/5-1005(21).

NOW, THEREFORE, in consideration of the mutual covenants of the parties as set forth in this Agreement, the County and the Alliance (collectively, the “Parties” and individually, a “Party”) agree to the terms and conditions set forth below:

Section 1. Services. The Alliance shall provide, in an effort to promote economic development within Kankakee County, the services described in Exhibit A (the “Services”). All services contemplated in this Agreement shall be considered the exercise of the authority of Kankakee County under 55 ILCS 85/9 et seq. and 55 ILCS 5/5-1005(21). It is the intent of the Parties that the Alliance shall be assisting the County in the exercise of this authority under the terms of this Agreement.

Section 2. Funding and Reimbursement of Expenses. The County shall provide funds consistent with its exercise of authority under 55 ILCS 5/5-1005(21) to the Alliance as designated within the County’s annual budget. Such funding shall include the salaries of the president of the Alliance and other County staff whose positions and/or responsibilities with the Alliance shall be authorized by the full County Board. Such employees shall be paid as County employees and such payment shall include County employee benefits. The creation of a position with the Alliance, whether full time or part time, shall be first authorized by the full County Board. Following this authorization, the County Board chairman, or his/her designee, shall be a part of the interview process and make the ultimate hiring decision with the Alliance’s input. Nothing in this Agreement shall change the at-will employment status of any County employee who has as part of their job responsibilities, duties to the Alliance. Should the current Alliance president
leave the Alliance or be separated during the course of this Agreement, the County shall not be responsible for funding the Alliance president position unless funding has been granted by the full County Board. If the Alliance president becomes vacant in any way, the County shall not be required to provide funding in lieu of the services. Services to be rendered by said employees are more fully described in Exhibit A herein.

Additional funding to the Alliance as provided for in the Kankakee County budget shall be on a reimbursement basis by the County in a reasonable amount to be determined by the County Finance Department, from time to time, for expenses the Alliance incurs, and not to exceed the amount contained within the amount designated within the annual budget of the County. Nothing in this Agreement shall require the County to spend in excess of the amount budgeted by the County Board for each fiscal year for economic development, including, but not limited to, salaries or services under this agreement. The Alliance shall provide proof of expenses incurred, and upon which reimbursement is requested, to the satisfaction of the Kankakee County Finance Department and auditors of Kankakee County. All reimbursements shall be made on a quarterly basis with the first payment due March 31, 2018.

All funding by the County of Kankakee is subject to budget constraints and funding availability, and funding may be withdrawn or limited by the Kankakee County Board, without notice, at a meeting of the full County Board.

Additional funding shall also be provided to the Alliance by the Kankakee County Economic Development Association (KCEDA) as designated in its annual budget. The Alliance shall develop its own operating budget based upon the contributions of the County and KCEDA respectively.

Section 3. Economic Development. The Parties agree that the County shall be the economic development agency of record and shall be the party primarily responsible for promoting the economy of the County through a variety of ways including, but not limited to, assist in developing a pool of qualified workers to satisfy the local need for skilled employees, job creation, business investment attraction, and business retention in the County. The parties shall work with local municipalities and units of local government toward the creation, update and implementation of common economic development plans and goals.

Section 4. Relationship of Parties. Except as otherwise expressly provided in this Agreement, no action taken by either Party, or by its officers, employees or agents, pursuant to this Agreement, shall be deemed to constitute either Party as the employee of the other Party, or shall be construed to place the Parties in a relationship of partners, joint ventures, or employer and employee, or shall be deemed to confer upon either Party any express or implied power, right or authority to enter into any agreement or commitment, express or implied, or to incur any obligation or liability on behalf of the other Party. The County and the Alliance intend and agree the County, and any of the County’s agents or employees, shall serve as independent employees of the County, and
not as employees of the Alliance with respect to it or their provision of the Services as set forth in Section 1.

**Section 5. County as Employer.** Any agents or employees of the County, including the individuals performing Services under this Agreement, shall solely be considered the employees of the County and shall not be considered the employees of the Alliance for any purposes relating to the provision of Services, and this Agreement shall not be considered a hiring by either Party or a contract of employment.

**Section 6. Taxes and Compliance with Laws.** The County shall be solely responsible for compliance with all state, local and federal laws, orders, codes and ordinances applicable to the performance of County obligations under this Agreement, including, but not limited to, any obligation to withhold or report any local, state or federal individual income, employment or withholding tax from any payment made by the County to County’s agents, employees or subcontractors, if applicable. The Alliance agrees that it will file all tax returns consistent with the foregoing.

**Section 7. Insurance.** The Alliance shall obtain and maintain insurance to cover general liability, intellectual property rights and any necessary workers compensation and vehicle coverage. The Alliance shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Alliance has assumed until this Contract has expired or is terminated:

a. **Commercial General Liability.** This coverage should be provided with minimum limits of one million dollars combined single limit for each occurrence. Said coverage shall cover the officers, directors, agents and employees of the Alliance.

b. **Automobile Liability.** Minimum limits of three hundred thousand dollars for each occurrence, and to the extent required by law, for any Alliance employee, officer, agent or director acting within the course and scope of Alliance business.

c. **Workers’ Compensation and Employer’s Liability.** Only as to the extent required by law if the Alliance has hired employees requiring such insurance, Workers’ Compensation must be maintained within the statutory limits, if Alliance hires any employees.

The Alliance shall provide Certificates of Insurance to the County demonstrating the insurance requirements have been met prior to the commencement of work under this contract. The Commercial General Liability certificate shall indicate Kankakee County as an ADDITIONAL INSURED. The Additional Insured wording should be as follows: Countty of Kankakee, State of Illinois, a body corporate and politic, is named as Additional Insured.
Section 8. Indemnity. The Alliance shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Alliance, its employees, agents, representatives or other persons acting under the Alliance’s direction or control in performing or failing to perform the work under this Contract. The Alliance will indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the “indemnified parties”), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys’ fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Alliance, its employees, agents or representatives, or other persons acting under the Alliance’s direction or control. Indemnity shall include, but not be limited to, any alleged acts or omissions of negligence, intentional acts, copyright infringement or civil rights violations.

Section 9. Debts. The debts incurred by the Alliance shall in no way be considered the debts of the County, and the County shall not become liable for or in any way responsible for the debts incurred by the Alliance in the performance of its obligations or acts under this Agreement.

Section 10. Term and Termination.

(a) This Agreement is in effect and shall continue through and including November 30, 2018 (the “Renewal Date”). The County Board will consider the renewal of this agreement for an additional (two) (2) years following the election of a new County Board. A new County Board is elected in a general election that takes place every other year. The Alliance understands that the County Board may only bind the County to this agreement for their elected terms and cannot bind the County beyond that time.

(b) This Agreement shall terminate upon the occurrence of any of the following:

(i) The Parties agree mutually in writing to terminate this Agreement;

(ii) Either Party may terminate this Agreement upon sixty (60) days’ written notice to the other Party without cause. The County may terminate immediately based upon lack of funds as identified under Section 2 above.

(iii) Notice is as provided for in Section 15 of this contract.

Upon termination, neither Party shall have any further liabilities or obligations to the other hereunder.
Section 11. County Affiliates. The County shall cause its affiliates to comply with the terms of this Agreement to the extent they are providing any Services under this Agreement.

Section 12. Amendment. This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties or conditions of this Agreement may be waived, only by a written instrument executed by the Parties, or in the case of a waiver, by the Party waiving compliance.

Section 13. Waiver. Any waiver by any Party of any condition, or of the breach of any provision, term, covenant, representation or warranty contained in this Agreement, in any one or more instances, shall not be deemed to be or construed as a further or continuing waiver of any such condition or breach of any other condition or the breach of any other provision, term, covenant, representation, or warranty of this Agreement.

Section 14. Assignment. Neither Party shall assign its rights or delegate its duties hereunder without the prior written consent of the other. All of the terms, provisions, covenants, conditions and obligations of this Agreement shall be binding on and inure to the benefit of the successors and assigns of the Parties hereto.

Section 15. Notice. Any notice required or permitted to be given under this Agreement shall be conclusively deemed to have been received by a Party to this Agreement on the day it is delivered to such Party at the address indicated below, or at such other address as such Party shall specify to the other Party in writing, or if sent by registered or certified mail, on the third business day after the date on which it is mailed to such Party at said address. All notices required pursuant to this Agreement must be in writing.

If to the Alliance: Economic Alliance of Kankakee County, Inc.
200 E. Court St., Suite 507
Kankakee, IL, 60901

If to the County: County Board Chairman
Kankakee County
189 E. Court Street
Kankakee, IL, 60901

Section 16. Entire Agreement. This Agreement, including Exhibits A and B herein, sets forth the entire understanding between the Parties with respect to the matters contemplated by this Agreement and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to these matters.

Section 17. Severability. If any provision of this Agreement is determined to be invalid or unenforceable, such invalidity or unenforceability shall not affect the
validity or enforceability of any other provisions of this Agreement that can be given effect without the invalid and unenforceable provisions, and all unaffected provisions of this Agreement shall remain in full force and effect as if this Agreement had been executed without such invalid or unenforceable provisions.

Section 18. Governing Law. The Parties affirm this Agreement has been entered into in the State of Illinois and will be governed by and construed in accordance with the laws of the State of Illinois, notwithstanding any state's choice of law rules to the contrary. Venue shall at all times only be proper in the Twenty First Circuit Court of Illinois.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ______ day of ______________, 2007. County of Kankakee State of Illinois

THE ECONOMIC ALLIANCE OF KANKAKEE COUNTY, INC.

By: ____________________________________________

Printed: __________________________________________

Title: __________________________________________

COUNTY OF KANKAKEE

By: ____________________________________________

Printed: __________________________________________

Title: __________________________________________

ATTEST:  _______________________________________
Bruce Clark, Kankakee County Clerk

On behalf of the Economic Alliance of Kankakee County, Inc., it must be signed by an agent duly authorized by the corporation to execute such Contract, and if specified by the corporate by-laws, the corporate seal must be affixed to the Agreement by the Secretary of the corporation or other authorized keeper of the corporate seal.)
EXHIBIT A

The Alliance shall provide the following services to the County; provided the Alliance agrees to reimburse the County for its expenses as described in Section 2 of this Agreement:

The County will provide its staff for necessary administrative, clerical, and other services. As provided in Section 2, the Alliance shall reimburse the County in a reasonable amount as determined by the parties from time to time for the actual compensation and expenses the County incurs as a result of such services.

The position of President of the Economic Alliance of Kankakee County, Inc. and any other full-time position at the Alliance for which IMRF and other employee benefits are obtained are considered at-will employees of Kankakee County and report to the Chairman of the Kankakee County Board. The Alliance Board will bring forward candidates for full-time employment and make recommendations for retention of such employees. The Kankakee County Board Chairman and his or her designee will be a member of the search committee for these positions. The President of the Alliance shall receive direction from the Alliance Board of Directors on all day-to-day Alliance matters relating to Economic Development but will refer personnel issues (issues that would ordinarily be addressed by a human resources department) to the County.

The Alliance shall deliver services and activities to encourage and foster economic development in Kankakee County including, but not limited to, the following:

A. Assessing the location’s business climate competitiveness and identifying, advertising and promoting assets appropriate for the attraction of new business and the support of existing business.
B. Maintaining an inventory of programs, services and other tools that support business development.
C. Developing hard copy collateral materials and electronic means to promote Kankakee County as a business location as well as services available within the community and through the Alliance.
D. Targeting businesses, industries and economic development opportunities from both within the County and outside the County to maintain or add investment, jobs and tax revenue within Kankakee County.
E. Aggressively market Kankakee County so as to attract investment from both inside and outside the County and
create partnerships with state and local governments to secure such goals.

F. Support the development and promotion of the County's industrial and commercial properties.

G. Participate in the joint development of shared municipal, transportation corridor and airport strategic plans that work in conjunction with the county's economic development plan.

H. To carry out outreach activities so as to uncover significant business issues, to mobilize resources and response strategies and activities for the purpose of retaining Kankakee County businesses.

I. To respond to requests for information, direct assistance and give referrals to support the attraction, expansion and retention of business within Kankakee County.

J. To package incentive programs and to support businesses in pursuit of cost reduction, efficiency and project financing.

K. To gather and use the expertise of public, private and not-for-profit allies in the delivery of said economic development services and to share the credit for successes with such allies.

L. To expand the efforts to make Kankakee County conducive to business operations and to encourage the growth of business within the County.

M. To Annually report the activities of the Alliance in the context of an economic development strategy.
EXHIBIT B

REQUIRED CERTIFICATIONS

The Alliance makes the following certifications as a condition of this Agreement. These certifications are required by State or Federal statute and are in addition to any certifications required by any Federal funding source as set forth in this Agreement. Alliance's execution of this Agreement shall serve as its attestation that the certifications made herein are true and correct.

6.1 COMPLIANCE WITH APPLICABLE LAW. The Alliance certifies that it shall comply with all applicable provisions of Federal, State and local law in the performance of its obligations pursuant to this Agreement.

6.2 CONFLICT OF INTEREST. The Alliance certifies that it has no public or private interest, direct or indirect, and shall not acquire directly or indirectly any such interest which does or may conflict in any manner with the performance of Alliance's services and obligations under this Agreement.

6.3 BID-RIGGING/BID-ROTATING. The Alliance certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33 E-3 and 5/33 E-4).

6.4 DEFAULT ON EDUCATIONAL LOAN. The Alliance certifies that this Agreement is not in violation of the Educational Loan Default Act (5 ILCS 385/3) prohibiting certain contracts to individuals who are in default on an educational loan.

6.5 AMERICANS WITH DISABILITIES ACT. The Americans with Disabilities Act (ADA) (42 U.S.C. 12101 et. seq.) and the regulations there-under (28 CFR 35.130) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of this contract, the Alliance certifies that services, programs and activities provided under this Agreement are, and will continue to be, in compliance with the ADA.

6.6 DRUGFREE WORKPLACE ACT. The Alliance certifies that:

A) ___ It is a Corporation, Partnership, or other entity (other than an individual) with 24 or fewer employees at the time of execution of this Agreement.

B) ___ That the purpose of this contract is to fund solid waste reduction.

C) ___ It is a Corporation, Partnership, or other entity (other than an individual)
D) ___ That it is an individual.
If Option "A" or "B" is checked this Agreement is not subject to the requirements of the Act.
If Option "C" or "D" is checked and the amount of this contract is five thousand dollars ($5,000.00) or more, the Alliance is notified that the Drugfree Workplace Act (30 ILCS 580/1 et seq.) is applicable to this Agreement, and the Alliance must comply with the terms of said Act, as set forth below:

Alliance will provide a drugfree workplace by:

(a) Publishing a statement:
   (i) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Alliance's workplace.
   (ii) Specifying the actions that will be taken against employees for violations of such prohibition.
   (iii) Notifying the employee that, as a condition of employment on such grant, the employee will:
      (A) abide by the terms of the statement; and
      (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:
   (i) the dangers of drug abuse in the workplace;
   (ii) the Alliance's policy of maintaining a drug free workplace;
   (iii) any available drug counseling, rehabilitation and employee assistance programs; and
   (iv) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting agency within ten (10) days after receiving notice, under part (B) of paragraph (iii) of subsection (a) above, from an employee or otherwise receiving actual notice of such conviction.
(e) Imposing a sanction on, or requiring the satisfactory participation in, a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by Section 5 of the Drugfree Workplace Act, 30 ILCS 580/5.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation are required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drugfree workplace through implementation of the Drugfree Workplace Act, 30 ILCS 580/5.

If Alliance is an individual, it certifies that it will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this Agreement.

6.7 **ANTI-BRIBERY.** The Alliance certifies that neither it nor its employees have been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois, nor has Alliance or any of its employees made an admission of guilt of such conduct which is a matter of record as defined in the Illinois Procurement Code (30 ILCS 500/50- et seq.).

6.8 **DISCRIMINATION/ILLINOIS HUMAN RIGHTS ACT.** The Alliance certifies (i) that it will not commit unlawful discrimination in employment in Illinois as that term is defined in Article 2 of said Act; (ii) that it will comply with the provisions of Article 5 of the Act regarding equal employment opportunities and affirmative action; and, (iii) that it will comply with policies and procedures established by the Department of Human Rights under Article 7 of the Act regarding equal employment opportunities and affirmative action.

The Alliance further certifies that, if applicable, it will comply with "An Act to prohibit discrimination and intimidation on account of race, creed, color, sex, religion, physical or mental handicap unrelated to ability or national origin in employment under contracts for public buildings or public works." (775 ILCS 10/0.01 et seq.).

6.9 **SEXUAL HARASSMENT.** The Alliance certifies that it has written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Alliance's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act (775 ILCS 5/2-105 (B)(5). A copy of the policies shall be provided to the Department upon request.

6.10 **INTERNATIONAL ANTI-BOYCOTT CERTIFICATION.** The Alliance hereby certifies that neither the Alliance nor any substantially owned affiliate company of the Alliance is participating or will participate in an international boycott, as defined by the
provisions of the U.S. Export Administration Act of 1979, or as defined by the 
regulations of the U.S. Department of Commerce, promulgated pursuant to that Act (30 
ILCS 582/1 et seq.).

6.11 FEDERAL, STATE AND LOCAL LAWS; TAX LIABILITIES; STATE 
AGENCY DELINQUENCIES. The Alliance is required to comply with all federal, 
state and local laws, including but not limited to the filing of any and all applicable tax 
returns. In the event that a Alliance is delinquent in filing and/or paying any federal, state 
and/or local taxes, the County shall disburse funds only if the Alliance enters into an 
installment payment agreement with said tax authority and remains in good standing 
therewith. Alliance is required to tender a copy of any such installment payment 
agreement to the County. In no event may Alliance utilize grant funds to discharge 
outstanding tax liabilities or other debts owed to any governmental unit.

6.12 PROHIBITION ON PUBLIC CONTRACT FOR SERVICES, ILLEGAL 
ALIEN EMPLOYMENT

a. The Alliance or any subcontractor shall not knowingly enter into a 
contract or employ an illegal alien to perform work under the public 
contract for services;

b. The Alliance shall verify or attempt to verify through participation in the 
Basic Pilot Verification program, as administered by the U.S. Department 
of Homeland Security, the Alliance does not employ illegal aliens. If the 
Alliance is not accepted in the Basic Pilot Verification Program prior to 
entering into a public contract for services, the Alliance shall apply to 
participate in the program every three months until the Alliance is 
accepted or the public contract for services has been completed, whichever 
is earlier. Information on applying for the Basic Pilot Verification 
Program can be found at: 
https://www.vis-dhs.com/employerregistration

c. The Alliance shall not use the Basic Pilot Verification Program procedures 
to undertake pre-employment screening of job applicants while the public 
contract for services is being performed.

d. If the Alliance obtains actual knowledge that a subcontractor performing 
work under the public contract for services knowingly employs or 
contracts with an illegal alien, the Alliance shall be required to:

1) Notify the subcontractor and the County within three (3) 
days the Alliance has actual knowledge the Subcontractor is 
employing or contracting with an illegal alien; and

2) Terminate the subcontractor within three (3) days of 
receiving notice required pursuant to sub-paragraph (A) of the 
sub-paragraph (II) the Subcontractor does not stop employing 
or contracting with the illegal alien; except that the Alliance
shall not terminate the contract with the subcontractor if during
the three days the subcontractor provides information to
establish that the subcontractor did not knowingly employ or
contract with an illegal alien.

The Alliance shall comply with any reasonable request by the Department
of Labor and Employment made in the course of an investigation that the
department is undertaking pursuant to its authority.

The execution of this Agreement by the Alliance is its certification that (i) it is
current as to the filing and payment of any federal, state and/or local taxes
applicable to the Alliance;
and (ii) it is not delinquent in its payment of moneys owed to any federal, state, or
local unit of government.