

RESOLUTION NO 2024-70

**A RESOLUTION APPROVING AND AUTHORIZING
THE EXECUTION AND DELIVERY OF SETTLEMENT AGREEMENT AND
MUTUAL RELEASE OF ALL CLAIMS**

WHEREAS, there is currently pending a lawsuit in the Circuit Court of Edgar County, Illinois, styled *Edgar County Special Service Area Ambulance, Inc. v. Edgar County, Illinois*, Case No. 2019-L-11 (the "Action"), alleging claims against the County of Edgar, Illinois ("County") for breach of contract related to Service Agreements for ambulance services;

WHEREAS, there has been presented to and there is now before the meeting of the County Board (the "Board") of the County of Edgar, Illinois ("County"), at which this Resolution is adopted, a "Settlement Agreement and Mutual Release of All Claims" ("Agreement"), to be entered into by and between the County and the named plaintiff in the Action, Edgar County Special Service Area Ambulance, Inc., an Illinois Corporation, and two related individuals, Nicole Shaughnessy and Eric Shaughnessy (collectively, the "Plaintiffs").

WHEREAS, the Board and Plaintiffs now seek to enter into the Agreement to resolve the lawsuit without the need for further litigation and related expenses and without any admission as to fault, liability, wrongdoing, or viability of any claim or defense;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF EDGAR COUNTY, ILLINOIS as follows:

Section 1. That the Agreement by and between the County and the Plaintiffs, a copy of which is attached hereto as **EXHIBIT A**, in substantially the same form thereof, is hereby authorized and approved.

Section 2. That for and on behalf of the Board, the County Board Chairman, is hereby authorized and directed to execute and deliver the Agreement with the Plaintiffs, and the County Clerk is hereby authorized to attest to the same.

Section 3. That for and on behalf of the County, the County Board Chairman, County Treasurer, and County Clerk are hereby authorized to take all reasonable and necessary steps to carry out the terms of the Agreement with the Plaintiffs.

PASSED by the County Board of the County of Edgar, Illinois this 6 day of November, 2024

Motion for Adoption of this resolution:


Board Member

Second the motion for Adoption of this resolution:


Board Member

AYES: 5
NAYS: 1
ABSTAIN/ABSENT: _____

APPROVED this 6 day of November, 2024.



County Board Chairman

ATTEST:


County Clerk

SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS

This Settlement Agreement and Mutual Release of All Claims (“Agreement”) made is made and entered into between Edgar County Special Service Area Ambulance, Inc., an Illinois Corporation, Nicole Shaughnessy, and Eric Shaughnessy (“Plaintiff”) and The County of Edgar, an Illinois body politic and corporate (“Defendant”). Plaintiff and Defendant are sometimes referred to collectively as the “Parties.”

WITNESSETH:

WHEREAS, there is currently pending a lawsuit in the Circuit Court of Edgar County, Illinois, styled *Edgar County Special Service Area Ambulance, Inc. v. Edgar County, Illinois*, Case No. 2019-L-11 (the “Action”), alleging claims against Defendant for breach of contract;

WHEREAS, Defendant has denied any fault, liability or wrongdoing in the Action, continues to deny any fault, liability or wrongdoing, and entertained settlement negotiations only to avoid the cost, expense, uncertainty and time associated with further litigation and/or appeal;

WHEREAS, without regard to the validity of the other party’s position, and to avoid further litigation expense, trial, and/or appeal of the Action, the Parties to this Agreement desire to forever resolve and compromise all of the claims asserted or which could have been asserted by Plaintiff and/or by Defendant in the Action from the beginning of time through the Effective Date of this Agreement, with prejudice, upon the terms set forth below; and

WHEREAS, Plaintiff and Defendant have been provided with a reasonable period of time and opportunity in which to consider this Agreement and to consult with an attorney concerning this Agreement, have consulted with an attorney regarding this Agreement and are entering into this Agreement voluntarily with full knowledge of its significance and effect.

NOW THEREFORE, in consideration of the premises and promises, covenants and agreements contained in this Agreement, if and when Plaintiff signs this Agreement and fully complies with all conditions precedent and requirements of the Agreement, the Parties agree as follows:

1. **Payment.** Within fourteen (14) days of both Parties’ execution of this Agreement (“Execution”), Defendant shall pay Plaintiff One Hundred Twenty-Five Thousand Dollars (\$125,000). This Payment includes all monies due to Plaintiff relating to the Action.

2. **Tax Indemnification.** No representation has been made by Defendant as to the appropriate tax treatment of the Payment being made to Plaintiff or on its behalf pursuant to the terms of the Agreement. Plaintiff shall be solely responsible for, and promises and agrees to pay, any income or other taxes, interest, or penalties owed with respect to its obligations for the Payment referred to in Paragraph 1, and will pay for any interest, penalties or taxes as a result of Plaintiff’s failure to properly report and pay any taxes due on any of the Payment.

3. **Mutual Releases.**

(a) Plaintiff, and its respective past, present, and future directors, officers, managers, shareholders, members, employees, partners, agents, representatives, equity holders,

attorneys, accountants, brokers, bonding companies, executors, administrators, heirs, trustees, beneficiaries, successors, predecessors, and assigns, and all other affiliated persons, firms, partnerships, entities, and corporations, together with all parent, subsidiary, and affiliated corporations, organizations, or entities (collectively the "Plaintiff Releasers"), except to the extent this provision contradicts the terms of this Agreement, do hereby expressly fully remise, release, and forever discharge Defendant, its respective past, present, and future directors, officers, managers, shareholders, members, employees, partners, agents, representatives, equity holders, attorneys, accountants, brokers, bonding companies, executors, administrators, heirs, trustees, beneficiaries, successors, predecessors and assigns, and all other affiliated persons, firms, partnerships, entities, and corporations, together with, all parent, subsidiary and affiliated corporations, organizations, or entities (collectively "Plaintiff Releasees") of and from all and any manner of claims, obligations, demands, actions, causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, promises, covenants, contracts, agreements, variances, trespasses, damages, judgments, decrees, extents, executions, whether in law, equity or arising from torts or contracts or otherwise, whether foreseen, unforeseen, known or unknown (collectively, "Claims"), arising from the beginning of time to the date of this Agreement, including but not limited to Claims arising out of, or connected with, or relating to the Claims and/or allegations set forth or reflected in the Action. THE RELEASES PROVIDED IN THIS PARAGRAPH DO NOT APPLY TO ANY CLAIMS OR ACTIONS OF PLAINTIFF TO ENFORCE THE TERMS OF THIS AGREEMENT.

Plaintiff represents and warrants that it is the sole owner of all claims it has released in this Agreement and that it has not assigned or transferred any such claim (or any interest in any such claim) to any other person, and that it will indemnify, defend and hold Defendant harmless for any damages, costs or expenses which it may incur if these representations and warranties are incorrect in any respect.

If Plaintiff takes any actions inconsistent with this Section 3, it shall pay all costs, expenses and attorneys' fees incurred by Defendant and indemnify and hold Defendant harmless from liability, costs or expenses related to its violation. This is in addition to, and not in lieu of, any other rights or remedies which Defendant may have with regard to such violation.

- (b) Defendant and its respective past, present, and future officers, managers, employees, agents, representatives, attorneys, accountants, bonding companies, beneficiaries, successors, predecessors and assigns, and all other affiliated persons, firms, partnerships, entities and corporations, (collectively the "Defendant Releasers"), except to the extent this provision contradicts the terms of this Agreement, do hereby expressly fully remise, release and forever discharge Plaintiff, and its respective past, present, and future directors, officers, managers, shareholders, members, employees, partners, agents, representatives, equity holders, attorneys, accountants, brokers, bonding companies, executors, administrators, heirs, trustees, beneficiaries, successors, predecessors, and assigns, and all other affiliated persons, firms, partnerships, entities and corporations, together with, all parent, subsidiary and affiliated corporations, organizations, or entities (collectively "Plaintiff Releasees") of and from all and any manner of claims, obligations,

demands, actions, causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, promises, covenants, contracts, agreements, variances, trespasses, damages, judgments, decrees, extents, executions, whether in law, equity or arising from torts or contracts or otherwise, whether foreseen, unforeseen, known or unknown (collectively, "Claims"), arising from the beginning of time to the date of this Agreement, including but not limited to Claims arising out of, or connected with, or relating to the Claims and/or allegations set forth or reflected in the Action. THE RELEASES PROVIDED IN THIS PARAGRAPH DO NOT APPLY TO ANY CLAIMS OR ACTIONS OF DEFENDANT TO ENFORCE THE TERMS OF THIS AGREEMENT.

Defendant represents and warrants that it is the sole owner of all claims it has released in this Agreement and that it has not assigned or transferred any such claim (or any interest in any such claim) to any other person, and that it will indemnify, defend and hold Plaintiff harmless for any damages, costs or expenses which it may incur if these representations and warranties are incorrect in any respect.

4. **Mutual Covenants Not to Sue.** The Parties agree that none of them will, at any time, take any action of any nature whatsoever to (i) obtain a determination that this Agreement, or the transactions contemplated therein, are unlawful, illegal, or against public policy, (ii) challenge the validity or enforceability of this Agreement, or the transactions contemplated therein, or (iii) allege that any of the arrangements set forth in this Agreement or any of the transactions contemplated therein, are unlawful in any other manner whatsoever. THE COVENANTS PROVIDED IN THIS PARAGRAPH DO NOT APPLY TO ANY CLAIMS OR ACTIONS OF THE PARTIES TO ENFORCE THE TERMS OF THIS AGREEMENT.

5. **Entry of Stipulation for Dismissal and Order for Dismissal.** Upon Execution of this Agreement Plaintiff and Defendant shall enter into and have entered by the Edgar County Circuit Court a Stipulation for Dismissal with Prejudice and Order for Dismissal with Prejudice, dismissing the Action. The Stipulation for Dismissal with Prejudice will be executed by counsel for the Parties and the Parties hereby agree to take all actions necessary or desirable to ensure that said Stipulation for Dismissal with Prejudice is filed with the Court and that the Order for Dismissal with Prejudice is approved by the Court and properly entered as an Order in Case No. 2019-L-11.

6. **Lawsuits for Enforcement or Breach.** The parties understand and agree that in addition to, and not in lieu of, any other rights and remedies, either party may in litigation sue for and obtain injunctive relief to enforce any breach or threatened breach of the terms of this Agreement and this paragraph. The prevailing party in any lawsuit to enforce or for a breach of this Agreement shall be entitled to costs and reasonable attorneys' fees.

7. **Mutual Non-Admission.** The Parties understand and agree that the settlement of the Action and the Payment made under the provisions in this Agreement are made for the purpose of settlement and compromise only, to avoid the cost, expense, uncertainty and time associated with further litigation and/or appeal, without any admission by Defendant as to fault, liability, or wrongdoing, all of which are expressly denied, and without any admission by Plaintiff as to the viability of any defenses to its claims against Defendant.

This Agreement is not and shall not be construed as evidence of or an admission by any party hereto that any claim or fact alleged by the other in the Action is true or correct. Neither this Agreement nor any of its terms shall be offered or received in evidence in any other actions or proceeding or utilized in any manner whatsoever by either party or any third party as an admission or concession of liability or wrongdoing of any nature on the part of the Parties hereto.

8. **Governing Law.** This Agreement shall be governed by and construed and interpreted according to the laws of the State of Illinois. Any action brought to enforce the terms of this Agreement or for breach of this Agreement shall be brought in the Circuit Court of Edgar County, Illinois, to the exclusion of all other venues.

9. **Entire Agreement.** This Agreement contains the entire agreement between the Parties concerning the subject matter and supersedes all prior oral or written communications or agreements between the Parties on such subject matter. Neither this Agreement, nor any of its terms, may be changed, waived or added to except in writing signed by all Parties. This Agreement is binding upon and inures to the benefit of the administrators, personal representatives, legatees, officers, corporate authorities, employees, agents, heirs, successors and assigns of the Parties.

10. **Modifications.** The Parties agree that the provisions of this Agreement may not be modified by any subsequent agreement unless the modifying agreement is: (i) in writing; (ii) specifically references this Agreement; (iii) signed by Plaintiff; and (iv) signed and approved by an authorized representative of Defendant.

11. **Non-Reliance.** The Parties acknowledge and agree that this Agreement constitutes the entire agreement between the Parties; that the Parties have executed this Agreement based upon the terms set forth herein; that the Parties have not relied on any prior agreement or representation, whether oral or written, which is not set forth in this Agreement; that no prior agreement, whether oral or written, shall have any effect on the terms and provisions of this Agreement; and that all prior agreements, whether oral or written, are expressly superseded and/or revoked by this Agreement.

12. **Severability and Waiver.** The Parties acknowledge and agree that each provision of this Agreement shall be enforceable independently of every other provision. Furthermore, in the event that any provision is deemed to be unenforceable for any reason, the remaining provisions shall remain effective, binding and enforceable. The Parties further acknowledge and agree that the failure of any party to enforce any provision of this Agreement shall not constitute a waiver of that provision, or of any other provision of this Agreement. No delay or omission by any of the Parties in exercising any right under this Agreement shall operate as a waiver of that or any other right.

13. **Effective Date.** The Effective Date of this Agreement shall be the date the Agreement is executed by both Plaintiff and Defendant. If the Agreement is executed in counterparts, the Effective Date shall be the latest date a counterpart is signed by a party to the Agreement.

14. **Fees and Costs.** The Parties will each bear their own attorney's fees and costs in connection with this Agreement and the Action and proceedings described in the Recitals above, except as otherwise provided herein.

15. **Section Headings.** Section headings are for convenience of reference only and shall not be used to interpret or construe the terms of this Agreement.

16. **Representations.** Each party represents that it (i) has read this entire Agreement and understands its terms; (ii) has been advised in writing to consult an attorney before signing it; (iii) has been given a reasonable and adequate period of time to consider the Agreement before signing it; (iv) fully understands the terms and effects of this Agreement; (v) fully understands her/his/their rights to discuss all aspects of this Agreement with an attorney of her/his/their choice and has availed herself/himself of this right; (vi) has made such investigation of the facts and law pertaining to this Agreement; (vii) is voluntarily executing this Agreement of her/his/their own free act and deed for the purpose of inducing the payment and benefits referred to in this Agreement; and (viii) acknowledged that no payment or consideration has been promised to her/him for entering into and signing this Agreement which is not specified in this Agreement.

17. **Execution of Agreement.** This Agreement may be executed in counterparts (including counterparts transmitted by facsimile or electronic mail) and each part, when executed, shall have the efficacy of an original. Each person whose signature appears hereon warrants and guarantees that he or she has been duly and fully authorized to execute this Agreement on behalf of the entity or individual on whose behalf the person is executing this Agreement and has the authority to enter into the settlement and releases set forth herein.

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Mutual Release of All Claims as of the day and year first above written.

FOR PLAINTIFF:

Nicole Shaughnessy, Individually and on behalf of
Edgar County Special Service Area Ambulance, Inc.

Date

Eric Shaughnessy, Individually and on behalf of
Edgar County Special Service Area Ambulance, Inc.

Date

FOR DEFENDANT:

Jeff Voigt, County Board Chairman
D. Jeffrey Voigt

November 6, 2024

Date