

INTERGOVERNMENTAL COOPERATION AGREEMENT

COUNTY JAIL SERVICES

WHEREAS, this agreement is entered into by the authority of the Intergovernmental Cooperation provisions of the Illinois Constitution of 1970, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et. seq.) and other applicable provisions of the law that may exist; and

WHEREAS, this agreement is by and between the Counties of Jackson and Union, by and through their respective county boards; and

WHEREAS, Union County desires a reasonable and reliable source where it can keep its arrestees and prisoners; and

WHEREAS, Jackson County is expanding its county jail and will have available more inmate space and desires the additional revenue this agreement will provide helping the county retire the debt for the expansion and maintain the facility.

THEREFORE, for the mutual benefit of the parties, it is agreed as follows:

1. This is a four (4) year agreement. The agreement shall automatically rollover after the fourth year unless, before the expiration of the current term, either party notifies in writing the other party of its desire not to rollover the agreement. The rollover period shall be one year and the agreement may rollover for additional one year periods until and unless, before the expiration of the then current term, either party notifies in writing the other party its desire not to rollover the agreement. All the terms of this agreement shall apply in any rollover period.
2. Jackson County Jail will undergo a physical expansion and renovation that will encompass some of the time period this agreement is in effect. During that time Jackson County shall accept a maximum of ten (10) prisoners/arrestees from Union County. The daily charge shall be \$55 each day for each prisoner/arrestee. That charge shall include transportation of Union County prisoners/arrestees to and from Union and Jackson Counties. The daily charge is subject to the automatic increase provisions set forth in paragraph eight (8) below.
3. After the renovation is complete Jackson County Jail shall in writing notify Union County that the flat base rate provisions of this the agreement shall begin. These are as follows: Jackson County shall accept up to fifteen (15) prisoners/arrestees from Union County for a flat base rate of \$715 each day. The flat base rate applies regardless of the number of prisoners/arrestees Union County has at the Jackson County Jail (up to fifteen (15) prisoners/arrestees). Jackson County may accept additional prisoner/arrestee from Union County beyond the fifteen (15) prisoners/arrestees but that is subject to space limitations at the Jackson County Jail.

For each additional prisoner/arrestee the daily charge shall be \$55. This charge is in addition to the flat base rate. The flat base rate shall include up to fifty (50) prisoner/arrestee transports each month to and from each county. After fifty transports, Jackson County shall be entitled to fifty cents (50¢) for each mile. The flat base rate, the daily rate and the mileage reimbursement rate are all subject to the automatic increase provisions set forth in paragraph eight (8) below.

4. Union County at all times shall remain liable for its prisoners'/arrestees' medical, dental, mental and vision obligations and expenses as set forth in the County Jail Act (725 ILCS 125/1 et. seq.) and other applicable provisions of the law.

5. Jackson County shall notify the Union County Sheriff's Office any time it is anticipated any of Union County's prisoner's/arrestee's medical, dental, mental or vision expenses or procedures may exceed \$1,000.

6. Jackson County shall collect Union County's bond fee for Union County prisoners/arrestees. Jackson County agrees to remit such fees to the Union County Sheriff's Office within ten days of its collection.

7. Jackson County shall also provide any necessary off site guard duties of Union County prisoners/arrestees up to eight hours. After eight hours, Jackson County shall be reimbursed the guard's hourly wage or salary after the first eight hours.

8. After each year of the agreement the flat base rate (initially set at \$715), the daily prisoner rate (initially set at \$55) and mileage reimbursement (initially set at 50¢ each mile) shall increase 2.5% and increase 2.5% after each succeeding year thereafter.

9. No juveniles shall be accepted or transported by Jackson County.

10. Each party agrees to indemnify, defend and hold the other party harmless against any and all liabilities, law suits (both legal and equitable), fees, costs, damages, penalties and fines that are occasioned by or arise out of their own conduct, omissions, errors or acts.

11. Union County agrees that it shall pay and remit to Jackson County all sums due in accordance with the terms of this agreement within thirty days after receiving an invoice from Jackson County.

12. This agreement may be terminated when there is a material breach of any provision of this agreement. In that event the non-breaching party shall in writing notify the breaching party of the breach and its intention to terminate the agreement within ten days of the notice. Termination, unless expressly stated elsewhere in this agreement, shall end the parties' obligations and duty under this agreement except for those obligations or sums that are due and have already accrued. In addition to termination, the non-breaching party shall be entitled to all remedies, both legal and equitable,

against the breaching party, including Jackson County's right to accelerate any amounts they may be due in the future under this agreement from Union County; and demand immediate payment of all such sums and reimbursement as if they had been already accrued and incurred.

13. It is expressly agreed that this agreement embodies the entire contractual agreement and that there is no other oral or written agreement or understanding between the parties at the time of the execution hereunder. Further, this agreement cannot be modified except by written agreement of all the parties hereto.

14. The effective and anniversary date of this agreement shall be the date the last party signs the agreement.


BY THE REQUISITE VOTE AND AUTHORITY OF EACH OF THE RESPECTIVE COUNTY BOARDS, IT IS AGREED BY BOTH COUNTIES TO UNDERTAKE THE OBLIGATIONS AND PROMISES SET FORTH HEREIN.

Date: 4/11/11

Date: _____



Signature



Signature

Union County Board Chair

John D. Evans


Jackson County Board Chair

ATTEST:

ATTEST:



Union County Clerk



Jackson County Clerk

SEAL

SEAL