

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 the County Jail Act, specifically 730 ILCS 125/9, 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 has adequate and available inmate space and desires the additional revenue this agreement will provide.

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, unless otherwise provided for in this agreement.

2. Jackson County shall bill Union County and Union County shall pay Jackson County for a minimum of five hundred eleven (511) days of imprisonment of Union County inmates per month at the rate of \$58.26 per day of imprisonment, for a total minimum monthly rate of \$29,770.86. The minimum monthly rate of \$29,770.86 applies regardless of whether the total number of days of imprisonment is fewer than five hundred eleven (511). Jackson County may accept additional prisoners from Union County, thereby causing it to exceed the five hundred eleven (511) days of imprisonment per month, subject to space limitations at the Jackson County Jail. For each additional day of imprisonment over five hundred eleven (511) days in a single month, \$58.26 per additional day of imprisonment will be added to the monthly minimum. The daily rate is subject to the automatic increase provisions set forth in paragraph 7. below. The daily charge for each prisoner shall include transportation of the prisoner to and from Union and Jackson Counties.

3. 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.

4. 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.

5. 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.

6. 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.

7. Beginning on **January 1, 2020**, Jackson County shall bill Union County and Union County shall pay Jackson County for a minimum of five hundred eleven (511) days of imprisonment of Union County inmates per month at the rate of \$58.41 (an increase of 0.25% from the 2019 rate) per day of imprisonment for a total minimum monthly rate of \$29,847.51. Beginning on **January 1, 2021**, Jackson County shall bill Union County and Union County shall pay Jackson County for a minimum of five hundred eleven (511) days of imprisonment of Union County inmates per month at the rate of \$58.56 (an increase of 0.25% from the 2020 rate) per day of imprisonment for a total minimum monthly rate of 29,924.16. Beginning **January 1, 2022**, Jackson County shall bill Union County and Union County shall pay Jackson County for a minimum of five hundred eleven (511) days of imprisonment of Union County inmates per month at the rate of \$58.71 (an increase of 0.25% from the 2021 rate) per day of imprisonment for a total minimum monthly rate of \$30,000.81. Should this agreement roll-over as provided for in paragraph 1., the amount charged per day of imprisonment shall continue to increase 0.25% per year, using the previous year's rate as the base rate for calculating the increase.

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

9. 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.

10. 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.

11. 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.

12. 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.

13. 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: 2/22/19

Date: 2/23/19

Max Miller
Signature

[Signature]
Signature

MAX MILLER
Union County Board Chair

Keith Larkin
Jackson County Board Chair

ATTEST:

ATTEST:

[Signature]
Union County Clerk

Frank D. Bond
Jackson County Clerk

SEAL

SEAL

JACKSON COUNTY RESOLUTION NO. 2019 - 16

A Resolution Approving An Intergovernmental Cooperation Agreement By and Between Jackson and Union Counties for the Provision of Jail Services

WHEREAS, the governing bodies of Jackson and Union Counties have entered into an intergovernmental cooperation agreement for the provision of jail services; and such document is attached to the present resolution; and

WHEREAS, the governing body of Union County has already approved the agreement; and is now before the Jackson County Board for the same; and

Now, therefore, be it resolved by the Jackson County Board of Jackson County, Illinois as follows:

Section 1. That the intergovernmental cooperation agreement for the provision of jail services by and between Jackson and Union Counties is hereby approved.

Section 2. That the Chairman of the Jackson County Board of Jackson County, Illinois be and is hereby authorized to do any and all things reasonable, necessary and proper to carry out the intent and purposes of this resolution.

This resolution adopted at a regular meeting of the Jackson County Board of Jackson County, Illinois, on 26 day of February, 2019.

Approved



Keith Larkin, Chairman

SEAL

Attest



Frank Byrd, County Clerk