

FEB 09 2005

Joe Aiello
Sangamon County Clerk

WHEREAS, The County of Sangamon (Host County) and the County of Menard (Home County) are units of local government authorized by Sec. 10 Article 7 of the constitution of the State of Illinois to contract with each other for the performance of certain governmental functions; and,

WHEREAS, it is recognized that there may be certain instances when the Home County may desire to use Host County's more extensive jail facilities for confinement of pre-trial detainees; and,

WHEREAS, such an arrangement requires a binding agreement between Host County and Home County setting forth the terms of accepting detainees from Home County and payment to Host County therefore:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD MEMBERS OF SANGAMON COUNTY, in session this 8th day of March, 2005 A.D., that the attached Intergovernmental Agreement with Menard County, Illinois, is hereby approved.

Neil M. Williamson
Neil M. Williamson, Sheriff of Sangamon County

RECEIVED
FEB 2 2005

Paul Palazzolo
SANGAMON COUNTY AUDITOR

Finance Committee

- Andy Holman*, Chairman
- Wesley Burch*, Member
- [Signature]*, Member
- Alexis Turner*, Member
- [Signature]*, Member
- Romaine Day*, Member
- Dan Vaughn*, Member
- _____, Member
- _____, Member

OEM
Jail & ~~FSDA~~ Committee

- [Signature]*, Chairman
- Alexis Turner*, Member
- Sarah Musgrave*, Member
- [Signature]*, Member
- [Signature]*, Member
- [Signature]*, Member
- [Signature]*, Member
- _____, Member
- _____, Member

**INTERGOVERNMENTAL AGREEMENT
FOR THE DETENTION OF PERSONS
IN THE SANGAMON COUNTY JAIL**

Whereas, the County of Sangamon (hereinafter referred to as "Host County") and the County of Menard (hereinafter referred to as "Home County") are units of local government authorized by Section 10 of Article 7 of the Constitution of the State of Illinois to contract to obtain services; and

Whereas, the Home County is desirous of obtaining a formal binding agreement with the Home County for the Detention of Persons incarcerated in the Host County at the Sangamon County Jail (hereinafter referred to as "Facility") in exchange for a financial payment for services to the Host County and pursuant to the County Jail Act, 730 ILCS 125/1 et. seq.; and

Whereas, this intergovernmental agreement (hereinafter referred to as "Contract") is executed to accomplish the above stated purposes upon the terms and conditions set forth herein.

Now therefore, it is agreed between the parties hereto as follows that:

1. The Host County agrees to accept and provide for the secure custody, care and safe keeping of the Home Counties prisoners in accordance with State and local laws, standards, policies, procedures or court orders applicable to the operations of the facilities.
2. The Host County agrees to provide Home Counties prisoners with the same level of non-emergency and/or routine medical care and services provided to local prisoners. Emergency and/or non-routine medical care includes emergency room care, hospitalization, emergency medical transportation, emergency dental treatment and all medical expenses including prescription medications incurred by Home Counties prisoners while at the facility. The Host County will direct all treating entities to directly bill the Home County for any medical expenses incurred by the Home County prisoners and the Home County will assume responsibility for said medical expenses and will save and hold harmless, indemnify and defend Host County from said expenses.
3. The Home County agrees to assume full responsibility and liability for any property damage or physical injury to any person caused by it prisoners and agrees to save and hold harmless, indemnify and defend the Host County, its

employers, officers and agents from any and all claims, damages or lawsuits in relation to any such property damage or physical injuries.

4. The Home County agrees to save and hold harmless, indemnify and defend the Host County, its employees, officers and agents from all responsibility, claims, damages or lawsuits for latent injuries or illness that its prisoners may be harboring at the time of entering the facility excluding any wanton and willful misconduct of the Host County, its employees, officers and agents.
5. In exchange for the above services, Home County agrees to pay Host County the sum of \$0 per day for the first 90 days, and \$50.00 per day after that 90 day period, or a fractional part of a day for each prisoner housed at the facility. Additionally, Host County agrees to pay Home County any reimbursable expenses, as stated herein, within 60 days of receiving an itemized statement from Host County.
6. Host County reserves the right to solely determine its ability to house Home Counties prisoners and therefore may terminate this agreement as to each prisoner on an individualized, as needed, basis.
7. This document constitutes the entire agreement of the parties and suspends all previous written or oral agreements and negotiations between the parties relating to the subject matter hereof.

County of Sangamon County

Date

County of Menard County

Date