

County of Kane
Office of County Board
Kane County Government Center

Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
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DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: Intergovernmental Housing Agreement
between Kane County and Kendall County

Submitted by: Corey Hunger

Date Submitted: August 5, 2011

Examined by: Amy Engerman + Kenneth Shipton
(Print name)
[Signature] [Signature]
(Signature)
8/12/11 8/17/11
(Date)

Post on Web: Yes No Atty. Initials al
X [Signature]

Comments:

Chairman signed: Yes No _____
(Date)

Document returned to: _____

**INTERGOVERNMENTAL HOUSING AGREEMENT
BETWEEN KANE COUNTY AND KENDALL COUNTY
FOR THE HOUSING OF PRISONERS**

This Agreement is made and entered into this _____ day of _____, 2011, by and between the COUNTY OF KENDALL, a body politic and corporate, hereinafter referred to as "KENDALL COUNTY" and the Sheriff of Kendall County, and the COUNTY OF KANE, a body politic and corporate, hereinafter referred to as KANE COUNTY, and the Sheriff of Kane County, pursuant to authority granted by the Illinois Constitution (1970), Article VII, Section 10; 5 ILCS 220/1 et seq. (Intergovernmental Cooperation Act), and the provision of 730 ILCS 125/9 (County Jail Act).

WHEREAS, when space at the Kane County Adult Justice Center is insufficient and KANE COUNTY has a need for additional housing for prisoners committed to the care and custody of the Sheriff of Kane County; and

WHEREAS, when KENDALL COUNTY has available space for housing those prisoners committed to the care and custody of the Sheriff of Kane County; and

WHEREAS, KANE COUNTY, is desirous of utilizing the available housing which KENDALL COUNTY can provide; and

WHEREAS, KANE COUNTY and KENDALL COUNTY agree that it is in their best interest to enter into a contract to obtain and provide the available housing,

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties do hereby agree and covenant as follows:

1. The foregoing recitals are incorporated herein as provision hereof.

2. HOUSING

The Sheriff of Kendall County agrees to provide housing for KANE COUNTY prisoners as hereinafter provided. It is expressly agreed by and between the parties hereto that KANE COUNTY shall send and the Sheriff of Kendall County shall accept, subject to space availability, prisoners to be housed in the Kendall County Jail. It is further agreed by and between the parties hereto that the Sheriff of Kendall County shall make available to KANE COUNTY as many available cells as can be conveniently provided, subject to the needs of Kendall County and the Kendall County Sheriff.

3. CLASSIFICATION OF INMATES

KANE COUNTY agrees that the prisoners to be housed by the Sheriff of Kendall County will be limited to the following classified offenders:

- a) Prisoners currently serving sentences imposed for commission of a misdemeanor who are within one year of release.
- b) Prisoners currently serving sentences imposed for commission of felony offenses who, as a condition of probation, are required to be incarcerated for a period of six months or less.
- c) Prisoners who are of pre-trial and pre-sentence classification as chosen by KANE COUNTY staff.

The Sheriff of Kendall County agrees to accept and securely keep all such prisoners delivered to him under the terms of this Agreement.

It is further expressly agreed by and between the parties hereto that the Sheriff of Kendall shall not be obligated to accept KANE COUNTY prisoners who exhibit or have exhibited any manifest physical or mental health problems or incorrigible behavior. The Sheriff of Kendall County may contact the Sheriff of Kane County or his designee to return forthwith to the KANE COUNTY Adult Justice Center any previously accepted prisoner who consistently violated the rules and regulations of the Kendall County Correctional Facility or who constitutes a continuing disciplinary problem and interrupts the orderly administration of the KENDALL COUNTY facility.

4. LOCATION OF HOUSING

KENDALL COUNTY and KANE COUNTY further agree that all housing to be made available by KENDALL COUNTY will be at the facility located at 1102 Cornell Lane, Yorkville, Illinois, County of Kendall, and no other KENDALL COUNTY facility will be utilized pursuant to this Agreement.

5. POLICY AND SCOPE OF SERVICES

The Sheriff of Kendall County agrees to comply with the requirements of the Unified Code of Corrections, the County Jail Act, and all other applicable laws regarding adequate care, food, bedding, clothing, visitation, inspection, supervision, mail privileges, personal hygiene and facilities, haircuts, recreation, commissary, laundry, religious ministrations, and access to a television or a radio system. KANE COUNTY and KENDALL COUNTY further agree as follows:

- a) Commissary: The Sheriff of Kendall County shall maintain a Commissary account for each KANE COUNTY prisoner with the purpose of allowing purchases as permitted by the rules and regulations of Kendall County Sheriff's Department.
- b) Clothing: KENDALL COUNTY shall provide appropriate jail uniforms for each KANE COUNTY prisoner accepted under this Agreement.
- c) Inmate Funds: The Sheriff of Kendall County agrees to hold private monies of KANE COUNTY prisoners while they are housed in KENDALL COUNTY. If a prisoner is released, he or she can pick up any remaining funds within seventy-two (72) hours, excluding weekends and holidays, or may authorize another person to pick up the funds. If a prisoner is transferred to another detention or correctional facility, he or she may request in writing that the funds be sent to the new facility; the prisoner must supply the name and address of the facility and a proper inmate identification number.
- d) Visitation: The Sheriff of Kendall County shall allow visitation of KANE COUNTY prisoners according to the visitation policies of KENDALL COUNTY.

Non Discrimination: The Sheriff of Kendall County agrees that no KANE COUNTY prisoner confined in the KENDALL COUNTY facility under the terms of this contract shall on the grounds of age, gender, race, color, religion or national origin be subjected to discrimination in any manner relating to their confinement.

6. TRANSPORTATION AND REMOVAL OF PRISONERS

KANE COUNTY, at its expense, shall deliver any and all prisoners to the KENDALL COUNTY institution, together with a duly authenticated copy of commitment, mittimus, and any other papers or documents authorizing detention.

KANE COUNTY will provide a summary of the personal history, behavior and health records of each prisoner to the Sheriff of Kendall County for each prisoner to be incarcerated in the Kendall County jail, which shall precede or accompany each prisoner and shall be returned to the Sheriff of Kane County upon the release of said prisoner. However, copies of all such records will be made and will remain the property of the Sheriff of Kendall County.

It is further expressly agreed by and between the parties hereto that KANE COUNTY prisoners held in KENDALL COUNTY pursuant to this Agreement may not be removed by any person or persons without an order or writ from a court or competent jurisdiction or permission from the Sheriff of Kane County, or his designee, except for emergency medical treatment.

It is further expressly agreed by and between the parties hereto that any KANE COUNTY prisoner in the Kendall County jail who is subject to discharge by due course of law shall be returned to the custody of the Sheriff of Kane County on the day prior, or as soon as possible, to that date set for discharge and the transportation of said prisoner shall be the sole responsibility of KANE COUNTY.

The Sheriff of Kendall County shall, at no additional expense to Kane County, comply with all writs and other valid process, including the transportation of inmates. Provided, however, that if a writ is issued for appearance in a Kane County Court, the Kane County Sheriff shall provide all transport therefore.

7. PAYMENT

As consideration for the foregoing KANE COUNTY agrees to provide compensation to KENDALL COUNTY in the amount of Sixty (\$60.00) dollars per whole day, per prisoner, and payment of each such sum in total shall be made monthly by KANE COUNTY as hereinafter specified, and failure of KANE COUNTY to so remit payment within a reasonable time as set forth below shall constitute breach of this Agreement and will constitute cause for termination.

All billing records, evidence of services performed as may be required by KANE COUNTY shall be supplied by KENDALL COUNTY. The Sheriff of Kendall County shall submit monthly invoices to KANE COUNTY citing the number of utilized beds at sixty (\$60.00) dollars per day. Invoices will be sent to the Kane County Sheriff's Office, 37W755 IL Route 38, Suite A, St. Charles, IL 60175. Invoices are to be paid to the Sheriff of Kendall County within a reasonable time after their receipt, but in no case shall the time exceed 60 days from the date the invoice is dated and sent.

8. MEDICAL CARE

KENDALL COUNTY shall provide all reasonable and necessary medical, dental and psychological care to KANE COUNTY prisoners confined in the KENDALL COUNTY jail under this agreement while such prisoners are residents of the KENDALL COUNTY facility. Reasonable and necessary care is that which is required by applicable law. In any event, KENDALL COUNTY shall provide such in-house medical, optical, dental, medical prescription care and psychological services provided to other inmates confined in the KENDALL COUNTY jail. It is expressly agreed by and between the parties hereto that hospitalization, non-routine medical and dental care, including prescriptions, or any such KANE COUNTY prisoner care, where such hospitalization, non-routine medical and dental care, including prescriptions, is authorized and mandated by any physician in the employ of, or under contract to the COUNTY OF KENDALL will be the financial responsibility of KANE COUNTY, for said prisoner or prisoners. In consideration therefore, KANE COUNTY shall pay to

KENDALL COUNTY the costs of medical care and attention for said prisoners. At the time of admission or as soon thereafter as possible, the Kendall County Sheriff shall notify Kane County Sheriff, of the fact and the name of such hospitalization.

9. MERITORIOUS GOOD TIME

It is expressly agreed by and between the parties hereto, that all good time to be awarded to any prisoner of KANE COUNTY housed in the KENDALL COUNTY facility will be awarded by the original incarcerating authority, pursuant to the County Jail Good Behavior Allowance Act, 730 ILCS 130/1 et seq., and all sentence computations for KANE COUNTY prisoners serving sentences and confined in the KENDALL COUNTY jail will be prepared by the Sheriff of Kane County.

10. DOCUMENTATION AND ESCAPE OF PRISONER

The Sheriff of Kendall County agrees to document fully and to prepare an incident report on forms provided by KANE COUNTY regarding unusual or notable occurrences involving KANE COUNTY prisoners including but not limited to: the use of force by an employee of Kendall County upon a Kane County prisoner, loss of property, fire, prisoner misconduct, escape or attempted escape, criminal activity, death or suicide attempt. These reports will be forwarded immediately to the Sheriff of KANE COUNTY or his designee.

In the case of the escape or attempted escape of a KANE COUNTY prisoner confined in the KENDALL COUNTY facility, the Sheriff of Kendall County shall notify the Sheriff of Kane County promptly and use all reasonable means to recapture the prisoner. The escape of a KANE COUNTY prisoner must be reported immediately by telephone to the Sheriff of Kane County. The date of such escape and the return to custody must be reported in writing to the Sheriff of Kane County within forty-eight (48) hours.

11. RULES AND REGULATIONS

It is agreed by and between the parties hereto that KANE COUNTY prisoners transferred under this Agreement are subject to the rules and regulations of the KENDALL COUNTY jail and the privileges or restrictions attaching thereto, and are subject to no other rules and regulations or the granting of any privileges attaching to the KANE COUNTY Jail.

12. INDEMNIFICATION

KENDALL COUNTY shall indemnify, defend, and hold harmless KANE COUNTY and its agents, officers, and employees against any and all liabilities, claims, demands or suits arising out of practice, policy, rule, regulation, act or omission of KENDALL COUNTY, or the Kendall County Sheriff, or any officers, agents, employees, or servants or either, relating to the custody, care, supervision, transport of any KANE COUNTY prisoner in the custody of the KENDALL COUNTY Sheriff or relating to the maintenance of their property or premises. KANE COUNTY shall be responsible for and shall indemnify, defend and hold harmless KENDALL COUNTY, the Sheriff of Kendall County, and their agents, officers and employees from any and all liabilities, claims, demands, or suits brought by any prisoner of KANE COUNTY housed pursuant to this Agreement arising out of any act or omission of KANE COUNTY, the Sheriff of Kane County, or any agents, employees, or servants thereof relating to their care, custody, supervision, or transport of any KANE COUNTY prisoner while in the custody of the KANE COUNTY Sheriff.

It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the Sheriff of Kendall County or his agents or employees which may result from the presence of KANE COUNTY prisoners during contractual incarceration shall be the responsibility of KENDALL COUNTY.

KENDALL COUNTY agrees that it shall maintain liability insurance of \$10 million per occurrence and \$50 million in aggregate. Certificates of such insurance detailing the coverage therein shall be available to the County of Kane upon execution of this Agreement.

Alternatively, a self-insurance reserve of \$2 million with excess coverage of \$30 million is acceptable if KENDALL COUNTY self-insures.

Neither party waives its immunities or defenses, whether statutory or common law by reason of these indemnification and insurance provisions.

13. TERM

The initial terms of this Agreement shall be for a period of Thirty-six (36) months and may be extended for an additional One (1) year term, if mutually agreed to in writing and signed by both parties.

14. AMENDMENT, MODIFICATION AND RENEWAL

This Agreement shall become effective upon the date of acceptance by all parties hereto. This Agreement may be amended with written consent of all parties

hereto and, provided a need continues to exist, may be renewed thirty (30) days prior to the expiration date for a period not to exceed one year for each renewal.

15. APPLICABLE LAW

This Agreement shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceedings between them shall be Kane County, Sixteenth Judicial Circuit, State of Illinois.

16. FINAL AGREEMENT OF PARTIES

This writing constitutes the final expression of the Agreement of the parties. It is intended as a complete and exclusive statement of the terms of this Agreement, and it supersedes all prior and concurrent promises, representation, negotiations, discussions and Agreements that may have been made in connection with the subject matter hereof. No modification or termination of this Agreement shall be binding upon the parties hereto unless the same be in writing and appropriately executed with thirty (30) days written notice of termination.

17. NOTICES

All Notices given or sent hereunder shall be sent by United States Mail, postage prepaid, addressed to respective party at the address set forth on the signature page hereof or to such other address as the parties may designate in writing from time to time.

18. AUTHORIZATION

KANE COUNTY and KENDALL COUNTY represent that all necessary acts have been taken to authorize and approve this argument in accordance with applicable law and this Agreement, when executed by the parties hereto, shall constitute a binding obligation of KANE COUNTY and KENDALL COUNTY, legally and enforceable at law and equity against both.

19. SEVERABILITY CLAUSE

If any provision of this Agreement is held to be invalid, that provision shall be stricken from this Agreement and the remaining provisions shall continue in full force and effect to the fullest extent possible.

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of the COUNTY OF KANE and the COUNTY OF KENDALL.

COUNTY OF KANE

By: Karen McConaughay
Karen McConaughay
Kane County Board Chairman

Date: _____



Patrick B. Perez
Patrick B. Perez
Kane County Sheriff

Date: 08-04-11

COUNTY OF KENDALL

By: _____
Anne Vickery
Kendall County Board Chairman

Date: _____

Richard A. Randall
Kendall County Sheriff

Date: _____