

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

This Intergovernmental Housing Agreement (“Agreement”) is made and entered into upon the date of acceptance by all parties hereto, by and between the County of Kane, Illinois, a unit of local government, and the Sheriff of Kane County (hereinafter collectively referred to as “Kane County”), and the County of DuPage, Illinois, a unit of local government and the Sheriff of DuPage County (hereinafter collectively referred to as “DuPage County”). For purposes of this Agreement, Kane County and DuPage County shall collectively be referred to hereinafter as “the Parties”.

RECITALS

WHEREAS, the Parties are units of local government within the meaning of Section 10 of Article 7 of the Constitution of the State of Illinois; and

WHEREAS, the Parties are also public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, the Parties are authorized to contract among themselves to obtain or share services, or exercise, combine, or transfer any power or function in any manner not prohibited by law (5 ILCS 220/3); and

WHEREAS, counties are required to keep and maintain a jail facility in its county for its use, which may be satisfied by a single jail facility jointly used and maintained by two counties (730 ILCS 125/1); and

WHEREAS, the Parties agree that it is in their best interest to enter into a contract to obtain and provide the available housing for their respective prisoners; and

WHEREAS, for purposes of this Agreement, the party to be housing the other party’s prisoners and detainees shall hereinafter be referred to as the “Housing Party”, and the party requesting their prisoners and detainees be housed outside the confines of their own facility and, instead be housed at the Housing Party’s facility shall hereinafter be referred to as the “Non-Housing Party”; and

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

1. RECITALS

The recitals set forth above are incorporated in this Agreement by reference and made a part of this Agreement.

2. HOUSING

The Housing Party agrees to provide housing for the Non-Housing Party’s prisoners and detainees as hereinafter provided. The Parties agree the Housing Party shall make available to the Non-Housing Party as many available beds as can be conveniently provided, subject to the needs of both the Housing and Non-Housing Parties.

3. CLASSIFICATION OF PRISONERS

The Non-Housing Party's prisoners and detainees eligible to be housed by the Housing Party will be limited to the following classified offenders:

- a) Prisoners and detainees currently serving sentences imposed for commission of a misdemeanor who are within one year of release.
- b) Prisoners and detainees 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 and detainees who are of pre-trial and pre-sentence classification
- d) Prisoners and detainees remanded to the custody of the Non-Housing Party.

The Non-Housing Party's prisoners and detainees to be housed by the Housing Party will not include Federal prisoners and detainees or Cook County prisoners and detainees, or any other prisoners and detainees for whom the Non-Housing Party is receiving a fee pursuant to agreement.

It is further expressly agreed by and between the parties hereto that the Housing Party shall not be obligated to accept Non-Housing Party prisoners who exhibit or have exhibited any manifest physical or mental health problems or incorrigible behavior. The Housing Party may contact the Non-Housing Party to return forthwith to the Housing Party, any previously accepted prisoner who consistently violates the rules and regulations of the Housing Party's Jail or who constitutes a continuing disciplinary problem and interrupts the orderly administration of the Housing Party's Facility.

4. LOCATION OF HOUSING

All housing to be made available by DuPage County as the Housing Party will be at the facility located at 501 N County Farm Rd, Wheaton, IL, and no other DuPage County facility will be utilized pursuant to this Agreement.

All housing to be made available by Kane County as the Housing Party will be at the facility located at 37W755 IL Route 38, Saint Charles, Illinois, County of Kane, and no other Kane County facility will be utilized pursuant to this Agreement.

5. POLICY AND SCOPE OF SERVICES

The Housing Party shall securely keep all such prisoners and detainees delivered to and accepted by them by the Non-Housing Party pursuant to the terms of this Agreement.

The Housing Party shall comply with the requirements of the Unified Code of Corrections (730 ILCS 5/1 *et seq.*), the Illinois County Jail Act (730 ILCS 125/1 *et seq.*), and all other applicable laws regarding adequate care, food, bedding, clothing, inspection, supervision, mail privileges, personal hygiene and facilities, haircuts, recreation, commissary, laundry, religious ministrations, and access to a television or a radio system.

The Parties further agree as follows:

- a) Commissary: The Housing Party shall maintain a Commissary account for each Non-Housing Party's prisoner with the purpose of permitting purchases as permitted by the Housing Party's rules and regulations.
- b) Clothing: The Housing Party agrees to provide appropriate jail uniforms to the Non-Housing Party's prisoners and detainees for the duration of their incarceration at the Housing Party's facility.
- c) Prisoner Funds: The Housing Party agrees to hold the private monies of the Non-Housing Party's prisoners and detainees while they are in the Housing Party's facility. If the Non-Housing Party's prisoner or detainee is transferred to another detention or correctional facility, said prisoner may submit a request in writing to the Housing Party, that the funds be sent to the new facility. The prisoner's written request must include the prisoner's name, address of the facility, and their correct prisoner identification number.
- d) Non Discrimination: The Parties agree no prisoner confined in the Housing Party's facility pursuant to the terms of this Agreement shall be subjected to unlawful discrimination in any manner relating to their confinement on the basis of the prisoner's age, gender, race, color, religion, national origin, and/or any other legally protected basis.
- e) PREA Compliance: As of the date of execution of this AGREEMENT, and continuing for the term of the AGREEMENT and any extensions thereof, the Housing Party shall provide prisoners with information regarding the Prison Rape Elimination Act (PREA) and shall abide by all relevant PREA regulations according to the national standards to prevent, detect and respond to sexual abuse and sexual harassment as outlined in the applicable provisions of the Prison Rape Elimination Act (P.R.E.A.) Parts 115.5 through 28 C.F.R. 115.405 including monitoring to ensure compliance with said standards.

6. TRANSPORTATION AND REMOVAL OF PRISONERS

The Non-Housing Party or the arresting agency, at their expense, shall deliver any and all Non-Housing Party prisoners and detainees to the Housing Party's facility, together with a duly authenticated copy of commitment with the Non-Housing Party, and any other papers or documents authorizing detention.

Any person(s) arrested in the Non-Housing Party's County may be transported, with prior notification to and approval of the Housing Party, to the Housing Party's facility by the Non-Housing Party, the Illinois State Police, or any other municipality therein for processing and housing if prior notification and approval has been obtained.

The Non-Housing Party will provide a summary of the personal history, behavior and a complete copy of the health records of each prisoner to the Housing Party for each prisoner to be incarcerated in the Housing Party's Jail, which shall precede or accompany each prisoner and shall be returned to the Non-Housing Party upon the release or transfer of said prisoner. Copies of any/all such

records will remain the property of the Housing Party. Copies of any behavior and health records generated for each Non-Housing Party prisoner by the Housing Party shall be provided to the Non-Housing Party upon return of the prisoner to the Non-Housing Party's Jail.

It is further expressly agreed by and between the Parties that all Non-Housing Party prisoners and detainees held in the Housing Party's facility pursuant to this Agreement may not be removed by any person or persons without an order or writ from a court of competent jurisdiction or permission from the Non-Housing Party's Sheriff, or their designee, except for emergency medical treatment.

It is further expressly agreed by and between the Parties hereto that any Non-Housing Party's Prisoner in the Housing Party's Jail who is subject to discharge by due course of law shall be returned to the custody of the Non-Housing Party on the day prior to the date set for discharge and the transportation of said prisoner shall be the sole responsibility of the Non-Housing Party.

The Housing Party shall, at no additional expense to the Non-Housing Party, comply with all writs and other valid process, including the transportation of the Non-Housing Party's prisoners and detainees within the Housing Party's County. However, if the writ is issued for the prisoner's appearance in the Non-Housing Party's Circuit Court or in any other jurisdiction outside of the Housing Party's County, the Non-Housing Party shall provide all transport therefore at no additional expense to the Housing Party.

7. PAYMENT

As consideration for the foregoing, the Parties hereby agree to the following:

- a. If the Non-Housing Party's prisoner is housed in the Housing Party's facility, the Housing Party shall bill the Non-Housing Party at the following rate:
 - i. For prisoners and detainees housed in the Housing Party's facility at any time from the effective date of this Agreement through November 30, 2024 of this Agreement, the billing rate shall be Seventy-Five Dollars and Zero Cents (\$75.00) per calendar day per prisoner housed at the Housing Party's facility.
 - ii. For prisoners and detainees housed in the Housing Party's facility at any time after November 30, 2024 of this Agreement, the billing rate shall be Seventy-Eight Dollars and Zero Cents (\$78.00) per calendar day per prisoner housed at the Housing Party's facility.
- b. For the purpose of this Agreement, if the Non-Housing Party's prisoner or detainee is held at the Housing Party's facility for any portion of a given day, the prisoner shall be considered held for a whole calendar day for billing purposes.
- c. All billing records and evidence of services performed as may be reasonably required by the Non-Housing Party shall be supplied by the Housing Party.

- d. The Housing Party shall submit monthly invoices to the Non-Housing Party citing the number of utilized beds at the applicable daily rate set forth above. Invoices may be sent by U.S. mail or via email to the Non-Housing Party's Sheriff or their designee. Invoices are to be paid to the Housing Party within a reasonable time after their receipt but no later than sixty (60) calendar days from the date the invoice is dated and sent. Failure of the Non-Housing Party to so remit payment in a timely manner shall constitute a breach of this Agreement and will constitute cause for early termination of the Agreement.

8. MEDICAL CARE

The Housing Party shall provide all reasonable and necessary medical, dental and psychological care to all Non-Housing Party prisoners and detainees in the Housing Party's facility. Reasonable and necessary care is that which is required by applicable law. In any event, the Housing Party shall provide such in-house medical, optical, dental, medical prescription care and psychological services provided to other prisoners and detainees confined in the Housing Party's facility.

It is expressly agreed by and between the Parties hereto that hospitalization, including ambulance transport, and non-routine medical, psychological, and dental care that cannot be provided in-house, including prescriptions, or any such prisoner or detainee care where such hospitalization, including ambulance transport, and non-routine medical, psychological, and dental care that cannot be provided in-house, including prescriptions, is authorized and mandated by any physician in the employ of, or under contract to the Housing Party will be the financial responsibility of the Non-Housing Party. In consideration therefore, the Non-Housing Party shall pay to the Housing Party the costs of medical care and attention for the Non-Housing Party's prisoners and detainees, if such medical care is not billed directly by the medical provider to the Non-Housing Party. At the time of mandated medical care or as soon thereafter as possible, the Housing County's Sheriff or designee shall notify the Non-Housing Party's Sheriff or designee, of the mandated medical care and the name of the medical care provider. If a Non-Housing Party's prisoner is admitted for in-patient services, the Non-Housing Party will provide the guard or guards as required during the time of such medical care.

9 MERITORIOUS GOOD TIME

It is expressly agreed by and between the Parties hereto, that all good time to be awarded to any Non-Housing Party's prisoner in the Housing Party's 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 the Non-Housing Party's prisoners and detainees serving sentences and confined in the Housing Party's facility will be prepared by the Non-Housing Party's Sheriff or their designee.

10 DOCUMENTATION AND ESCAPE OF PRISONER

The Housing Party agrees to document fully and to prepare an incident report on the Housing Party's customary forms regarding unusual or notable occurrences involving the Non-Housing Party's prisoners and detainees in the Housing Party's facility including but not limited to: the use of force by one or more of the Housing Party's employees; loss of property; fire; prisoner misconduct; the prisoner's escape or attempted escape; criminal activity involving the prisoner; or the prisoner's death or suicide attempt. These reports will be forwarded immediately to the Non-Housing Party's Sheriff or their designee. The Non-Housing Party acknowledges and understands that they will only receive reports regarding the Non-Housing Party's prisoners and detainees that would be prepared by the Housing Party in the normal course of business.

In the case of the escape or attempted escape of a Non-Housing Party's prisoner confined in the Housing Party's facility, the Housing Party's Sheriff or their designee shall notify the Non-Housing Party's Sheriff or their designee promptly and use all reasonable means to recapture the prisoner. The escape of a Non-Housing Party's prisoner must be reported immediately by telephone to the Non-Housing Party's Sheriff or their designee. The date of such escape and the return to custody must be reported in writing to the Non-Housing Party's Sheriff or their designee within forty-eight (48) hours.

11 RULES AND REGULATIONS

It is agreed by and between the Parties hereto that all Non-Housing Party prisoners and detainees transferred to the Housing Party's facility under this Agreement are subject to the rules and regulations of the Housing Party's facility 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 Non-Housing Party's facility while the Non-Housing Party's prisoners and detainees are in the custody of the Housing Party.

12 INDEMNIFICATION

The Housing Party shall be responsible for and shall indemnify, defend and hold harmless the Non-Housing Party and the Non-Housing Party's agents, officers and employees from any and all liabilities, claims, demands, or suits brought by any Non-Housing Party's prisoner arising out of any act or omission of the Housing Party and/or the Housing Party's agents, employees, or servants thereof relating to the prisoner's care, custody, supervision, or transport of any Non-Housing Party's prisoner while in the custody of the Housing Party.

The Non-Housing Party shall be responsible for and shall indemnify, defend and hold harmless the Housing Party and the Housing Party's agents, officers and employees from any and all liabilities, claims, demands, or suits brought by any Housing Party's prisoner arising out of any act or omission of the Non-Housing Party and/or the Non-Housing Party's agents, employees, or servants thereof.

It is further agreed that all employee benefits, wage and disability payments, pension and workers' compensation claims, damage to or destruction of equipment, facilities, clothing and certain medical expenses of the Housing Party and the Housing Party's agents or employees which may result from the presence of the Non-Housing Party's prisoners and detainees in the Housing Party's custody shall be the responsibility of the Housing Party.

During the term of this Agreement, the Housing Party shall maintain general liability insurance of at least one (1) million dollars per occurrence and three (3) million dollars in aggregate with an excess umbrella of nine (9) million dollars. Certificates of such insurance detailing the coverage therein shall be available to the Non-Housing Party upon execution of this Agreement.

Alternatively, a self-insurance reserve of one (1) million dollars with excess coverage of twenty (20) million dollars is acceptable if the Housing Party self-insures.

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

13 TERM

This Agreement shall become effective upon the date of acceptance by all parties hereto (hereinafter referred to as the "effective date").

During the initial year of the Agreement, a quarterly review of the Agreement, to include considerations of unexpected costs, logistical, and operational concerns, shall be conducted with the Housing Party's Sheriff and the Non-Housing Party's Sheriff and their designees. In each year following, an annual review of the Agreement shall be conducted in the second half of each calendar year with the Housing Party's Sheriff and the Non-Housing Party's Sheriff and their designees.

The total term of this AGREEMENT will be four (4) years, with an initial period of two (2) years commencing upon the Agreement's effective date and, provided a need continues to exist, will automatically renew annually, without further action for a period not to exceed one (1) year for each renewal. However, this agreement shall not continue for a period of more than four (4) years. This AGREEMENT may be canceled by either party hereto upon sixty (60) days written notice to the other party.

14 AMENDMENT, MODIFICATION AND REMOVAL

This Agreement may be amended with written consent of all parties hereto and provided a need continues to exist.

15 APPLICABLE LAW

This Agreement shall be interpreted and enforced under the laws of the State of Illinois. The parties agree that the venue for any legal proceedings between them, shall be either DuPage County, Eighteenth Judicial Circuit Court, State of Illinois, or 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, representations, negotiations, discussions and Agreements that may have been made in connection with the subject matter hereof.

No modification shall be binding upon the parties hereto unless the same be in writing signed by and appropriately executed by all Parties.

17 NOTICES

All notices given or sent hereunder shall be sent by United States Mail, postage prepaid, addressed to the 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.

In the case of notice to Kane County, with a copy sent to:

Kane County State's Attorney
37W777 IL Route 38 Suite 300
St. Charles Illinois 60175-7535.

In the case of notice to DuPage County, with copies sent to:

Sheriff of DuPage County
Attn: Correction Bureau Administrative Commander
501 N. County Farm Road
Wheaton, IL 60187
and
DuPage County State's Attorney
Attn: Civil Bureau
503 N County Farm Road
Wheaton, IL 60187

18 AUTHORIZATION

The Parties represent that all necessary acts have been taken to authorize and approve this agreement in accordance with applicable law, and this Agreement, when executed by the Parties

hereto, shall constitute a binding obligation of the Parties, 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 Parties.

DUPAGE COUNTY, ILLINOIS

By: _____
DuPage County Board Chairman
421 N. County Farm Rd
Wheaton, IL 60187

Date: _____

By: **Signature on file**

DuPage County Sheriff
501 N. County Farm Rd
Wheaton, IL 60187

Date: 7/28/23

KANE COUNTY, ILLINOIS

Signature on file

By: _____
Kane County Board Chairman
Kane County Government Center
719 Batavia Avenue, Building A
Geneva, Illinois 60134

Date: July 27, 2023

Signature on file

By: _____
Kane County Sheriff
Kane County Sheriff's Office
37W755 IL Route 38
Saint Charles, Illinois 60175

Date: July 27, 2023