

**HOUSING AGREEMENT BETWEEN THE
SHERIFFS OF CHAMPAIGN COUNTY AND MACON
COUNTY FOR THE HOUSING OF PRISONERS**

This Agreement is made and entered into this 14 day of June, 2022, by and between the SHERIFF OF MACON COUNTY ("MACON COUNTY") and the SHERIFF OF CHAMPAIGN COUNTY ("CHAMPAIGN COUNTY") pursuant to authority granted by Section 9 of the County Jail Act (730 ILCS 125/9) (County Jail Act).

WHEREAS, CHAMPAIGN COUNTY is closing one of its Jail facilities because it is insufficient to secure the prisoners confined therein (see 730 ILCS 125/12 & 125/14), and therefore has insufficient jail space with a resulting need for additional housing for prisoners committed to the care and custody of the Sheriff of Champaign County; and

WHEREAS, MACON COUNTY occasionally has available space for housing those prisoners committed to the care and custody of the Sheriff of Champaign County; and

WHEREAS, CHAMPAIGN COUNTY, is desirous of utilizing the available housing which MACON COUNTY can provide; and

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

3. CLASSIFICATION OF INMATES

CHAMPAIGN COUNTY agrees that the prisoners to be housed by the Sheriff of Macon 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 and considered general population.

The Sheriff of Macon County agrees to accept and securely keep up to thirty (30) 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 Macon shall not be obligated to accept CHAMPAIGN COUNTY prisoners who exhibit or have exhibited any manifest physical or mental health problems or incorrigible behavior. The Sheriff of Macon County may contact the Sheriff of Champaign County or his designee to immediately demand the removal of prisoners determined by Macon County to consistently violate the rules and regulations of the Macon County Jail or who constitutes a continuing disciplinary problem and interrupts the orderly administration of the Macon County Jail. In the event a removal is demanded, CHAMPAIGN COUNTY will have twelve (12) hours to pick up an inmate.

4. LOCATION OF HOUSING

MACON COUNTY and CHAMPAIGN COUNTY further agree that all housing to be made available by MACON COUNTY will be at the facility located at 333 S Franklin St, Decatur, IL, County of Macon, and no other MACON COUNTY facility will be utilized pursuant to this Agreement.

5. POLICY AND SCOPE OF SERVICES

The Sheriff of Macon County agrees to comply with the requirements of 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.

CHAMPAIGN COUNTY and MACON COUNTY further agree as follows:

- a) Commissary: The Sheriff of Macon County shall maintain a Commissary account for each CHAMPAIGN COUNTY prisoner with the purpose of allowing purchases as permitted by the rules and regulations of the Macon County Jail.

- b) Clothing: MACON COUNTY shall provide appropriate jail uniforms for each CHAMPAIGN COUNTY prisoner accepted under this Agreement.
- c) Inmate Funds: The Sheriff of Macon County agrees to hold private monies of CHAMPAIGN COUNTY prisoners while they are housed in MACON COUNTY. If a prisoner is released, he or she will be issued a debit card or check with their fund balance. 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 Macon County shall allow visitation of CHAMPAIGN COUNTY prisoners according to the visitation policies of MACON COUNTY.

Non-Discrimination: The Sheriff of Macon County agrees that no CHAMPAIGN COUNTY prisoner confined in the MACON COUNTY facility under the terms of this contract shall on the grounds of age, gender, sex, sexual orientation, gender identity or expression, religion, disability, race, ethnicity, color, religion or national origin, or on any other ground upon which discrimination is prohibited by law, be subjected to discrimination in any manner relating to their confinement.

6. TRANSPORTATION AND REMOVAL OF PRISONERS

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

CHAMPAIGN COUNTY will provide a summary of the personal history, behavior and health records of each prisoner to the Sheriff of Macon County for each prisoner to be incarcerated in the Macon County Jail, which shall precede or accompany each prisoner and shall be returned to the Sheriff of Champaign County upon the release of said prisoner. This information shall be a courtesy copy and not subject to record keeping, return or considered an original document. All copies that are digitally scanned and uploaded into the Macon County Jail Management System will be made and will remain the property of the Sheriff of Macon County.

It is further expressly agreed by and between the parties hereto that CHAMPAIGN COUNTY prisoners held in MACON COUNTY 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 Sheriff of Champaign County, or his designee, except for emergency medical treatment.

It is further expressly agreed by and between the parties hereto that any CHAMPAIGN COUNTY prisoner in the Macon County jail who is subject to discharge by due course of law shall be picked up by and returned to the custody

of the Sheriff of Champaign County on the day prior, or as soon as possible, to that date set for discharge and the transmission of said prisoner shall be the sole responsibility of CHAMPAIGN COUNTY.

The Sheriff of Champaign County shall comply with all writs and other valid process, including the transportation of inmates. Provided, however, if both parties mutually agree, Macon County may do so and directly bill Champaign County any associated costs associated.

7. PAYMENT

As consideration for the foregoing CHAMPAIGN COUNTY agrees to provide compensation to MACON 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 CHAMPAIGN COUNTY as hereinafter specified, and failure of CHAMPAIGN COUNTY to so remit payment within a reasonable time as set forth below shall constitute breach of this Agreement and will constitute cause for immediate termination.

All billing records, evidence of services performed as may be required by CHAMPAIGN COUNTY shall be supplied by MACON COUNTY. The Sheriff of Macon County shall submit monthly invoices to CHAMPAIGN COUNTY citing the number of utilized beds at sixty (\$60.00) dollars per day. Invoices will be sent to the Champaign County Sheriff's Office, Attn: Teresa Schlein, tschlein@co.champaign.il.us, 204 E. Main Street, Urbana, IL 61801. Invoices are to be paid to the Sheriff of Macon 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

MACON COUNTY shall provide all reasonable and necessary medical, dental and psychological care to CHAMPAIGN COUNTY prisoners confined in the MACON COUNTY jail under this agreement while such prisoners are residents inside of the MACON COUNTY facility. Reasonable and necessary care is that which is required by applicable law. In any event, MACON COUNTY shall provide such in-house medical, optical, dental, medical prescription care and psychological services provided to other inmates confined in the MACON 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 CHAMPAIGN 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 MACON will be the financial responsibility of CHAMPAIGN COUNTY, for said prisoner

or prisoners. In consideration therefore, CHAMPAIGN COUNTY shall pay to MACON COUNTY the costs of medical care and attention for said prisoners. At the time of admission or as soon thereafter as possible, the Macon County Sheriff shall notify Champaign County Sheriff, of the fact and the name of such hospitalization. Overtime incurred by Macon County as a result of prisoner transport and/or prisoner hospitalization shall be directly billable to Champaign County.

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 CHAMPAIGN COUNTY housed in the MACON 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 CHAMPAIGN COUNTY prisoners serving sentences and confined in the MACON COUNTY jail will be prepared by the Sheriff of Champaign County.

10. DOCUMENTATION AND ESCAPE OF PRISONER

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

In the case of the escape or attempted escape of a CHAMPAIGN COUNTY prisoner confined in the MACON COUNTY facility, the Sheriff of Macon County shall notify the Sheriff of Champaign County promptly and use all reasonable means to recapture the prisoner. The escape of a CHAMPAIGN COUNTY prisoner must be reported immediately by telephone to the Sheriff of Champaign County. The date of such escape and the return to custody must be reported to the Sheriff of Champaign County immediately.

11. RULES AND REGULATIONS

It is agreed by and between the parties hereto that CHAMPAIGN COUNTY prisoners transferred under this Agreement are subject to the rules and regulations of the MACON 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 CHAMPAIGN COUNTY Jail.

12. INDEMNIFICATION

Each party hereby agrees to indemnify, hold harmless, and defend the other party, and its board members, agents, officers, and employees, against any and

all claims, losses, expenses and injuries to person or property (including death), including attorney's fees, which may arise from or be claimed against the indemnified party, or its board members, agents, officers, and employees, arising from the indemnifying party's conduct pursuant to this Agreement, including breach of the terms of this Agreement.

CHAMPAIGN COUNTY prisoners transferred under this Agreement "shall be under the care, government and direction of the Warden" of the MACON COUNTY jail, pursuant to 730 ILCS 125/14. MACON COUNTY agrees and assumes the legal responsibilities that follow from its statutory duties.

13. TERM

The initial terms of this Agreement shall be for a period of six (6) months and may be extended for an additional six (6) month term, if mutually agreed to in writing and signed by both parties. This agreement can be cancelled entirely or in part, by either party with fifteen (15) days' notice.

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 at any time hereto and, provided a need continues to exist, may be renewed thirty (30) days prior to the expiration date.

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 in the Circuit Court of MACON COUNTY.

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 details 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 fifteen (15) days.

17. NOTICES

All Notices given or sent hereunder shall be sent by United States Mail, postage prepaid, addressed to respective parties 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

CHAMPAIGN COUNTY and MACON COUNTY 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 CHAMPAIGN COUNTY and MACON 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 CHAMPAIGN COUNTY and MACON COUNTY.

CHAMPAIGN COUNTY

By:  Date: 6/14/2022
Dustin Heuerman
Champaign County Sheriff

MACON COUNTY

By:  Date: 6/14/22
James Root
Macon County Sheriff