

INTERGOVERNMENTAL AGREEMENT PROVIDING FOR SPECIFIED EMPLOYEES
OF COUNTY OF VERMILION, ILLINOIS, BEING ASSIGNED TO THE
DANVILLE PUBLIC BUILDING COMMISSION, VERMILION COUNTY, ILLINOIS

THIS AGREEMENT, made effective the 1st day of November, 2016, supplements the Amended and Restated Lease Agreement dated February 29, 2016, and is effective this 1st day of November, 2016, between the DANVILLE PUBLIC BUILDING COMMISSION, Vermilion County, Illinois, a municipal corporation of the State of Illinois, and the COUNTY OF VERMILION, ILLINOIS, a body politic and corporate of the State of Illinois, pursuant to the Public Building Commission Act, 50 ILCS 20/1, et seq. and the Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.

RECITALS:

WHEREAS, The Commission, the County and the City entered into an Amended and Restated Lease Agreement on February 29, 2016 (the "Original Lease") for a term of 20 years beginning November 1, 2016 and ending October 31, 2036, which Lease provides in part for the repayment of previously issued Bonds and the repayment of newly issued Bonds, the latter to acquire, construct, improve, alter, equip, repair, maintain, operate and secure the Facilities owned by the Commission but utilized by the County and the City, with the understanding and provision that separate Leases or Subleases would be entered into by the parties for the Operation and Maintenance of the of the Facilities; and

WHEREAS, Danville Public Building Commission is a public building commission authorized to enter into an intergovernmental agreement by said Illinois Public Building Commission Act, 50 ILCS 20/14; and

WHEREAS, County of Vermilion is a "public agency" as defined by said Intergovernmental Cooperation, 5 ILCS 220/1 et seq., and authorized by said Act to enter into an intergovernmental agreement; and

WHEREAS, Danville Public Building Commission and County of Vermilion are about to enter into a Lease Agreement for operations commencing as of November 1, 2016, for a one year period providing for the leasing by County of Vermilion and the City of Danville from Danville Public Building Commission of certain real estate, building and premises, commonly known as the Public Safety Building, 2 South Street, Danville, Illinois; and

WHEREAS, Danville Public Building Commission, pursuant to Section II A of said Lease is responsible for the operations conducted by correctional officers, security officers and operational personnel at said Public Safety Building facilities; and

WHEREAS, Danville Public Building Commission and County of Vermilion desire to provide for employees to be assigned to Danville Public Building Commission from County of Vermilion for the operation of part of said facilities in said Public Safety Building, pursuant to the Public Building Commission Act, 50 ILCS 20/12; and

WHEREAS, Danville Public Building Commission and County of Vermilion desire that Danville Public Building Commission provide certain other services and/or benefits to County in connection with the operation and maintenance of said facilities at the Public Safety Building specifically including but not necessarily limited to certain dietary services, training of personnel, medical services for inmates housed in the Public Safety Building, including nursing services;

THEREFORE, it is mutually agreed as follows:

1. To assist the Danville Public Building Commission (the "Commission") in the operation and maintenance of the correctional facilities of the Public Safety Building, the County of Vermilion (the "County") shall determine the necessary correctional positions and hire employees to fulfill those positions as may be necessary to properly operate and maintain such facilities. At the inception of this Agreement and annually thereafter, the County shall notify the Commission of the number of employees who are assigned to fill the correctional positions, the name of each employee, and the aggregate wages and salaries paid to such assigned personnel.

2. The Commission shall reimburse the County an amount equal to the wages and salaries paid to such assigned personnel by the County. Certain fringe benefits shall be included in the computation of such reimbursement payments unless it is not permitted by statute and approved by the Commission.

3. Said reimbursement payments shall be made by the Commission to the County on December 1 of each year during the term of this Agreement.

4. The reimbursement amount to be paid by the Commission to the County shall not exceed the aggregate of the wages and salaries to be paid to those employees whose names and wages are furnished under the provisions of Paragraph 1 above. It is agreed and understood that because of vacations, leaves of absence, sick days, disciplinary actions and other personnel reasons, more than one individual, during any singular pay period, may fulfill and provide the duties required of the designated classifications and positions.

5. It is specifically agreed that the Commission is not, by any of the provisions of this agreement, assuming any past obligations of the County with respect to the employment of said assigned employees including, but not limited to, salary, wages, compensatory time or fringe benefits promised, worker or unemployment compensation owed to, or due to prior employment of, any of said assigned employees.

6. At all times during the effectiveness of this Intergovernmental Agreement, the County shall be the employer of all personnel assigned to the Commission pursuant to this Intergovernmental Agreement. In the event a vacancy in any individual job or position shall occur for any reason, it shall be the responsibility of the County to select and employ a replacement for the assigned position, and the County shall notify the Commission of any such changes. Supervision, discipline, retention and discharge of all assigned employees shall be