

**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 1<sup>st</sup> day of November, 2019, supplements the Amended and Restated Lease Agreement dated November 1, 2019, 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 an Amended and Restated Lease Agreement as supplemented by a Sublease for Operations and Maintenance (the "Sublease") was entered into effective November 1, 2016 for a term of three years ending October 31, 2019, 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, 2019, for a three 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

conducted solely by County with such to be in accordance with applicable statutes, rules and regulations.

7. The Commission shall further furnish and provide County certain other services required to operate and maintain the jail facilities at the Public Safety Building. Such services include certain dietary services as provided in the past, a contract for nursing services utilized for the benefit of the inmates, training for correctional officers and other medical services for and on behalf of such inmates. Such services shall be so provided throughout the term of this Intergovernmental Agreement unless a specific request is made by the County on or prior to the third Monday in September of each year for and during the term of the lease. Upon specific request being made, for new or substituted services, the Commission shall take such appropriate action at its next regular meeting in October of each year for and during the term of this agreement.

8. For the purposes of this agreement, the services to be provided and noted in the preceding paragraph are more fully explained as follows:

- (a) Dietary services shall include the provision of all food, drinks and dietary supplements required to be furnished and furnished to inmates and prisoners of said jail facilities at the Public Safety Building;
- (b) Nursing and medical services shall include the provision of all services required to be furnished to inmates and prisoners at said jail facilities at the Public Safety Building for their health and well-being;
- (c) Training of correctional officers shall include training of correctional officers employed for overseeing the jail facilities at the Public Safety Building as may be required in his or her job description.

The Commission shall pay for the provision of the above services from the rental payments for the Public Safety Building received by Commission from County pursuant to paragraph 12 of this Agreement.

9. County, subject to the same conditions and restrictions contained herein for assigned employees, shall, by and through the Vermilion County Sheriff, procure and provide on behalf of Commission, the dietary services, medical services and training for correctional officers required to be furnished hereunder.

10. Commission shall reimburse County for the expenditures made by County by and through the Vermilion County Sheriff in the procurement and furnishing of such dietary, nursing, training and other approved services. Said reimbursement to be made by Commission on December 1 of each year during the term of this Agreement.

11. Commission furnishing said services hereunder is conditioned upon the Vermilion County Sheriff procuring and furnishing said services on behalf of Commission to the inmates and prisoners of said jail facilities.


12. Any provision herein to the contrary notwithstanding, Commission's reimbursement to County for all amounts due for assigned employees and ancillary services for the inmates to be provided shall not exceed the following maximum amounts for each of the lease years noted:

Nov. 1, 2019 through Oct. 31, 2020	\$2,626,298.38
Nov. 1, 2020 through Oct. 31, 2021	\$2,705,087.33
Nov. 1, 2021 through Oct. 31, 2022	\$2,786,239.95

13. The County further covenants and agrees that it shall save the Commission, its individual Commissioners and employees absolutely harmless and shall fully indemnify Commission, its individual Commissions and employees at all times against any loss, cost, damage or expense by reason of any claim, accident, loss, casualty or damage resulting to any person or property by reason of any act or thing done or not done with respect to the operation of the Public Safety Building or by reason of any act or thing done or not done on, in or about said premises or in relation thereto attributable to or caused by or partially caused by said assigned employees or by the provision of said dietary services. In addition, the County shall carry or cause to be carried general public liability insurance in an adequate amount as determined by the Commission, against loss on account of bodily injury, death or property damage occurring in, on or about the property included in the demised premises or by elevator or escalators therein and upon, in or about the adjoining sidewalks, parkways, passageways and parking areas which are a part of the demised premises and against loss on account of bodily injury, death or property damage to any person or property resulting from any act of omission or commission on the part of said assigned employees in connection with the maintenance and operation of said Public Safety Building. The County shall provide that the Commission and its individual Commissioners shall be a named insureds on the certificates of such insurance, which shall be furnished by the County to the Commission.

Pursuant to resolutions passed by the governing bodies of each party, copies of which are attached, the parties hereto have executed this agreement effective the date first above noted.

DANVILLE PUBLIC BUILDING COMMISSION

By   
~~Doug Ahrens, Chairman (Vice)~~  
U. Rele Williams

ATTEST:

  
Heather Smith, Secretary  
DOUG Ahrens

COUNTY OF VERMILION, ILLINOIS

By   
Larry Baughn, Chairman

ATTEST:

  
Cathy Jenkins, County Clerk