

9-1

**INTERAGENCY AGREEMENT
BETWEEN
SANGAMON DETENTION CENTER
AND
ILLINOIS DEPARTMENT OF JUVENILE JUSTICE**

The Sangamon County Juvenile Detention Center and Illinois Department of Juvenile Justice (IDJJ), pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, hereby enter into this Interagency Agreement (Agreement). Sangamon County Juvenile Detention Center and IDJJ are collectively referred to herein as "Parties" or individually as a "Party." To fulfill the terms of this Agreement the Parties agree to the following:

**ARTICLE I
INTRODUCTION**

1.1 Background. To meet the need to combat COVID-19 in confinement facilities, the Centers for Disease Control and Prevention (CDC) in partnership with the Department of Justice (DOJ) has provided an Epidemiology and Laboratory Capacity (ELC) funding award to the Illinois Department of Public Health (IDPH) to aid in its response to COVID-19 in confinement facilities. IDPH is charged with the general supervision and protection of the interests and health of and lives of the people of the State of Illinois ("State") (*see* 20 ILCS 2305/2(a)). Confinement facilities across the nation have been severely impacted by the COVID-19 pandemic and continue to require significant interventions. IDPH has provided funds to IDJJ for COVID-19 mitigation strategies and has authorized IDJJ to make purchases of equipment and supplies on behalf of county-operated juvenile detention centers throughout the state.

1.2 Purpose. The parties enter this IGA for the purpose of using federal funds to IDJJ to purchase equipment and supplies for juvenile detention centers across the state, thereby strengthening the state's response to the COVID-19 disease.

**ARTICLE II
DUTIES AND OBLIGATIONS OF IDJJ**

2.1 IDJJ is responsible for the utilization of federal funds in compliance with the submitted budget and timeline approved by IDPH. IDJJ is responsible for purchasing equipment and supplies for county-operated juvenile detention centers.

2.2 IDJJ shall coordinate the orders of equipment and supplies with juvenile detention centers and will procure equipment based on available federal funds.

2.3 IDJJ shall designate one or more locations for juvenile detention center staff to pick up equipment and supplies.

2.4 IDJJ and county-operated detention center staff shall sign property transfer documentation at the time of equipment and supply pick up. A copy of property transfer documentation will be provided to detention center staff.

2.5

FILED

JAN 10 2024


Sangamon County Clerk

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ARTICLE III
DUTIES AND OBLIGATIONS OF SANGAMON COUNTY DETENTION CENTER

3.1 SANGAMON COUNTY DETENTION CENTER shall request equipment and supplies made available to it by IDJJ as listed in section 3.3.

3.2 SANGAMON COUNTY DETENTION CENTER shall pick up equipment and supplies at the location designated by IDJJ and sign property transfer documentation. All equipment and supplies provided by IDJJ pursuant to this agreement shall become SANGAMON COUNTY DETENTION CENTER property and shall be used to mitigate the COVID-19 disease within SANGAMON COUNTY DETENTION CENTER.

3.3 Items requested by SANGAMON COUNTY DETENTION CENTER:

- 3.3.1 HEPA Unit/Filter [Insert details] – [# of units]
- 3.3.2 Tablets & Computers [Insert details] – [# of units]
- 3.3.3 Medical Gown [Insert details] – [10 of units]
- 3.3.4 N-95 Face Mask [Insert details] – [10 of units]
- 3.3.5 Touchless Dispenser [Insert details] – [10 of units]
- 3.3.6 Hand Sanitizer [Insert details] – [10 of units]
- 3.3.7 Biohazard Container [Insert details] – [# of units]
- 3.3.8 Biohazard Bag [Insert details] – [# of units]
- 3.3.9 Modular Storage for PPE [Insert details] – [# of units]
- 3.3.10 Infrared Thermometer [Insert details] – [3 of units]
- 3.3.11 Face Shield [Insert details] – [5 of units]
- 3.3.12 Portable Hand Washing Station [Poly John—Double] – [# of units]
- 3.3.13 Electrostatic Sprayer [Insert details] – [1 of units]
- 3.3.14 Disinfectant for Electrostatic Sprayer [Insert details] – [3 of units]
- 3.3.15 Pure Tab for Electrostatic Sprayer [Insert details] – [3 of units]
- 3.3.16 Visitation Software [Insert details] – [# of units]

ARTICLE IV
TERM

4.1 Term. This Agreement shall commence upon execution, and unless otherwise terminated by the parties, shall continue through June 30, 2024.

ARTICLE V
TERMINATION

5.1 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

5.2 Termination for Breach. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

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ARTICLE VI
MISCELLANEOUS

6.1 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.2 Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.3 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

6.4 Records Retention. The Parties shall maintain for a minimum of six (6) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents. If an audit, litigation or other action involving the records is begun before the end of the five-year period, the records shall be retained until all issues arising out of the action are resolved.

6.5 No Personal Liability. No member, official, director, employee or agent of DPH or IDJJ shall be individually or personally liable in connection with this Agreement.

6.6 Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon DPH and IDJJ and their respective successors and permitted assigns.

6.7 Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

6.8 Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

6.9 Notices. All written notices, requests and communications may be made by electronic mail to the e-mail addresses set forth below.

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To Sangamon County Detention Center:

DeAnn Richard
Deputy Director Detention
Sangamon County Detention Center
Phone: (217) 747-8020
Email: DeAnn.Richard@sangamonil.gov

To IDJJ:

Robert Vickery
Deputy Director of Programs
Illinois Department of Juvenile Justice
Phone: (312) 415-6511
Email: Robert.D.Vickery@illinois.gov

6.10 Availability of Appropriations. The Parties' respective obligations hereunder shall cease immediately, without penalty, if: (a) the Illinois General Assembly fails to make an appropriation sufficient to pay such obligations; (b) adequate funds are not appropriated or granted to the respective Parties by the Illinois General Assembly to allow the respective Parties to fulfill their obligations under this Agreement; (c) funds appropriated are de-appropriated or not allocated; or (d) adequate funds from ELC funding award have been depleted.

6.11 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof.

6.12 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Further, duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

ILLINOIS DEPARTMENT OF JUVENILE JUSTICE

SANGAMON COUNTY DETENTION CENTER

Heidi Mueller
Director

Andy VanMeter
Sangamon County Board Chairman

Date: _____

Date: _____