

INTERLOCAL GOVERNMENT AGREEMENT BETWEEN
ALLEN COUNTY AND LAGRANGE COUNTY
REGARDING THE HOUSING OF INMATES

This Agreement is made and entered into this 4th day of October between the Board of Commissioners of the County of Allen, Indiana (hereinafter referred to as "Home County"), and the Board of Commissioners of the County of LaGrange, Indiana (hereinafter referred to as "Host County");

WHEREAS I.C. 36-1-7 provides that political subdivisions and governmental entities may enter into interlocal agreements to exercise certain powers authorized by State statute;

WHEREAS the Home County jail, from time to time, has more inmates than its capacity and may be unable to appropriately house those persons charged or convicted of crimes in the Home County;

WHEREAS the Host County jail operated under the auspices of the Home County Sheriff has, from time to time, available space beyond its needs for the care and housing of those persons charged or convicted of crimes in the Home County;

NOW, THEREFORE, the parties hereby agree as follows:

1. DURATION. This Agreement shall be in full force and effect from the date of its execution by all parties and end December 31, 2021, subject to earlier termination provided hereto. This Agreement shall thereafter be renewed automatically annually to run from January 1 through December 31. Nothing in this Agreement shall be construed to require Host County to house inmates indefinitely.

2. TERMINATION. This Agreement may be terminated at any time by written notice from either party to the other party without liability for said termination. The written notice must be delivered by regular mail to the contact person identified herein. Termination shall be effective ten (10) days after mailing of such notice. Within said ten (10) days, Home County agrees to remove its inmate(s) from the Host County.

3. MAILING ADDRESSES. All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following locations:

Home County:

Allen County Sheriff's Office
Sheriff David J. Gladieux
715 S. Calhoun Street, Room 101
Fort Wayne, Indiana 46802

Host County:

LaGrange County Sheriff's Office
Sheriff Jeff Campos
875 SR 9
LaGrange, Indiana 46761

Notices mailed shall be deemed given on the date mailed. The parties shall notify each other in

writing of any change of address.

4. DEFINITIONS. The parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

“Day” - A twenty four (24) hour long unit of time commencing at 00:00:01 hours and ending at 23:59:59 hours with all times based on the Eastern time zone.

5. COMPENSATION AND NUMBER OF INMATES.

Rate. The Host County may accept and house a maximum of Fifty (50) Home County inmates (unless the parties agree in writing to a greater number of inmates) for compensation per inmate at the rate of Sixty Dollars (\$60.00) per day (unless the parties agree in writing to a greater compensation rate). The date of booking into the Host County Jail, no matter how little time of a twenty-four (24) hour day it constitutes, shall count as one day and shall be billed to Home County as a day of custody in the Host County Jail. Likewise, the date of release from the Host County Jail and/or return to Home County, no matter how much of a twenty four (24) hour day it constitutes, shall count as one day and shall be billed to Home County. The Home County shall be entitled to any state of Indiana reimbursement paid for housing said inmate.

Billing and Payment. The Host County agrees to provide Home County with a monthly itemized bill listing all names of inmates who are housed, the number of days housed, and the dollar amount due for each. The Host County agrees to provide said bill by the last day of each month for the prior month's inmate housing. Home County agrees to make payment to the Host County within forty-five (45) days of receipt of such bill. Home County must provide written notice of any discrepancy in the bill to the Host County within thirty (30) days of receipt of the bill.

6. RIGHT OF INSPECTION. Home County shall have the right to inspect, at all reasonable times, the Host County Jail in order to determine if such jail maintains standards of confinement acceptable to Home County and that such inmates housed therein are treated in a non-discriminatory fashion under the law regardless of race, religion, color, sex, disability, national origin, ancestry, or veteran status.

7. FURLOUGHS, PASSES AND WORK RELEASE. The Host County agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews, electronic home detention, or work release shall be granted to any inmate housed pursuant to this Agreement.

8. INMATE ACCOUNTS (COMMISSARY). Home County agrees each inmate subject to this Agreement shall be transferred to the Host County with a zero commissary balance, and as such, no transfers will be made from Home County to the Host County for each respective inmate. However, the Host County shall establish and maintain an account for each inmate received from Home County and shall credit to such account all money received from each inmate. Each inmate shall be afforded the opportunity to purchase commissary at the Host County Jail. At either the termination of this Agreement, the inmate's death, release from

incarceration, or return to Home County, the inmate's money shall be refunded to the inmate.

9. INMATE PROPERTY. Home County will not transfer to the Host County any personal property of Home County inmates recovered from or surrendered by inmates to Home County upon booking.

10. RESPONSIBILITY FOR OFFENDER'S CUSTODY. It shall be the responsibility of the Host County to confine the inmate(s), to provide treatment (including the furnishing of subsistence and all necessary emergency medical and hospital services and supplies), to provide for the inmate(s)' physical needs, to supervise them, to maintain proper discipline and control, to make certain that they receive no special privileges, and to execute the sentence and orders of the committing court in the State applicable to the inmate's confinement, provided that nothing herein contained shall be construed to require the Host County, or any of its agents, to provide services, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require the Host County to provide services, treatment, facilities or programs to Home County inmates above, beyond or in addition to that which is required by applicable law.

11. MEDICAL SERVICES. Home County inmates shall receive such medical and dental treatment when necessary to safeguard their health while housed in the Host County. Except for routine care and non-medical Services provided in the Host County Jail, Home County shall pay directly or reimburse the Host County for any and all costs associated with the delivery of any emergency, major medical, or other medical service provided to Home County inmates. Home County shall be responsible for any and all medical, dental and psychiatric treatment provided and shall be billed therefor.

12. DISCIPLINE. The Host County shall have physical control over and power to execute disciplinary authority over all inmates of Home County. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law.

13. RECORDS AND REPORTS. Home County shall forward to the Host County before or at the time of delivery of each inmate, a copy of all inmate records pertaining to the inmate's present incarceration. If additional information is requested regarding a particular inmate, the parties shall mutually cooperate to provide any additional information in a timely manner. Likewise, the Host County shall keep all necessary and pertinent records concerning such inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement at the Host County Jail, Home County shall, upon request, be entitled to receive and be furnished with copies of any report or record associated with said inmate(s)' incarceration, so long as the record or report is not subject to privilege or court ordered confidentiality.

14. ESCAPES. In the event any Home County inmate escapes from the Host County's custody, the Host County will use all reasonable means to recapture the inmate. The escape shall be reported immediately to Home County. The Host County shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate within its own

territory. Any cost in connection therewith shall be chargeable to and borne by the Host County; however, the Host County shall not be required to expend amounts to pursue and return inmates from other counties, states or other countries in excess of Two Thousand Five Hundred Dollars (\$2,500.00).

15. DEATH OF AN INMATE. In the event of the death of a Home County inmate, the Host County Coroner shall be notified. Home County shall receive copies of any records made at or in connection with such notification. Moreover, the Host County shall immediately notify Home County of the death, furnish information as requested and follow the instructions of Home County with regard to disposition of the body. The body shall not be released except on written order of Home County officials, which shall be provided within two (2) days of notification of said death. All expenses related to any necessary preparation of the body and shipment charges shall be paid by Home County.

16. RETAKING OF INMATES. Upon request from the Host County, Home County shall, at its expense, retake any Home County inmate within twenty-four (24) hours after receipt of such request, for any reason whatsoever.

17. RIGHT OF REFUSAL AND TRANSPORTATION. The Host County shall have the right to refuse to accept any inmate from Home County for any reason whatsoever. Additionally, Home County shall not send inmates: (a) that are in a state of detoxification, (b) that are impregnated, or (c) suffering from a known serious medical condition. Moreover, Home County inmates incarcerated at the Host County Jail shall be transported to the Host County by and at the expense of Home County personnel and shall be returned, if necessary, to Home County by and at the expense of Home County personnel. Home County, at its own expense, shall also transport its inmates from the Host County Jail to any necessary court proceedings.

18. HOLD HARMLESS AND INDEMNIFICATION. The Host County agrees to defend, indemnify and hold harmless Home County, its elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings, and all judgments, awards, costs, and expenses (including reasonable attorneys' fees) resulting from the death or bodily injury to any person or damage or destruction of property to a third party or third parties to the extent caused by any negligent act and/or omission of the Host County, its officers, employees, agents, volunteers and/or subcontractors, arising out of the performance of this Agreement.

Home County agrees to defend, indemnify and hold harmless the Host County, its elected officials, officers, employees, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits and other proceedings, and all judgments, awards, costs and expenses (including reasonable attorneys' fees) resulting from the death or bodily injury to any person or damage or destruction of property to a third party or third parties to the extent caused by any negligent act and/or omission of Home County, its officers, employees, agents, volunteers and/or subcontractors, arising out of the performance of this Agreement.

19. GENERAL PROVISIONS.

Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable and the unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

Governing Law. This Agreement shall be governed by the laws of the State of Indiana, without resort to conflict of law provisions.

Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail, but in such event, the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

Dispute Resolution. The parties expressly represent that any dispute concerning this Agreement shall be attempted to be resolved informally. If such resolution is not reached, the parties agree that, upon request from any party, the dispute shall be mediated in the State of Indiana prior to resort to litigation. If informal resolution or mediation should not dispose of such a dispute, any further action or proceeding arising from or relating to the dispute shall be under the exclusive jurisdiction of the state courts located in LaGrange County, Indiana.

20. STATE LAW PROVISIONS.

Non-Discrimination. Pursuant to Indiana Code §22-9-1-10, parties and their subcontractors, if any, shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, color, sex, disability, national origin, ancestry, or veteran status. Breach of this covenant may be regarded as a material breach of the Agreement.

E-Verify. Pursuant to Indiana Code §22-5-1.7-11, the parties agree to and shall enroll in and verify the work eligibility status of all newly hired employees of the parties after the date of the Agreement through the E-Verify Program as defined in Indiana Code §22-5-1.7-3; provided, however, the parties are not required to verify the work eligibility status of all newly hired employees after the date of the Agreement through the E-Verify Program if the E-Verify Program no longer exists. The parties further represent and certify subject to the pains and penalties of perjury that they do not knowingly employ an unauthorized alien.

Investment Activity. Pursuant to Indiana Code §5-22-16.5, the parties certify that the parties are not engaged in investment activities in Iran.

Tort Claims Act Preservation. Nothing in this Agreement waives or is intended to waive any rights or remedies that may be applicable to the Host County and Home County or any of their elected or appointed officials, employees, agents, or representatives under any applicable statutes, rules, or regulations providing governmental immunity, or any other rights, remedies,

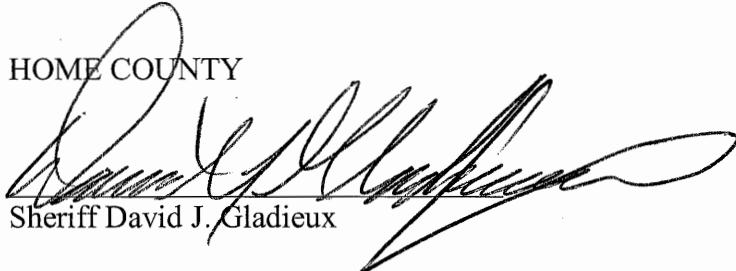
protections, immunities, defenses, or limitations on liability that the Host County and Home County or such related persons are provided by law. Such rights, remedies, protections, immunities, defenses, and limitations or liabilities are specifically reserved and maintained by the Host County and Home County.

21. **BINDING EFFECT.** This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns; provided, however, the parties will not assign this Agreement without the prior signed written consent of the other party.

22. **CONFLICT OF INTEREST.** The Parties acknowledge that the law firm of Beers Mallers Backs & Salin, LLP ("Firm") has represented both Parties in this matter. The Parties acknowledge that the Firm disclosed that it had an actual or potential conflict of interest when asked to prepare this Agreement. The Parties acknowledge that the Firm advised them that their interests might conflict: what is good for one may not be good for the other. The Parties acknowledge that the Firm advised them to seek independent counsel and that they have had a reasonable opportunity to do so, but have elected not to. The Parties hereby consent to the Firm preparing this Agreement and specifically waive any actual or potential conflict of interest. Each Party agrees that the Firm has prepared this Agreement from information provided to it by the Parties and specifically makes no representations or provides any advice to either on the effect of this Agreement.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed by the parties hereto on the dates set forth below.

HOME COUNTY


Sheriff David J. Gladieux

The Board of Commissioners of the County of Allen, Indiana

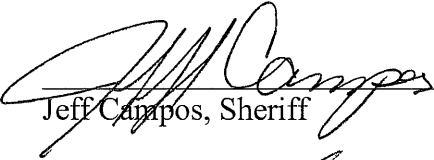

Printed Name: _____


Printed Name: _____


Printed Name: _____


Date: _____

HOST COUNTY



Jeff Campos, Sheriff

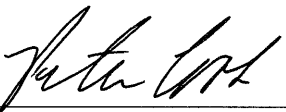
The Board of Commissioners of the County of LaGrange, Indiana:



Terry Martin, President



Kevin Myers, Vice President



Peter Cook

Date: 10-4-2021

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