

20-1

INTERGOVERNMENTAL AGREEMENT
FOR SALE OF SECURED BED SPACE
IN THE PEORIA COUNTY JUVENILE DETENTION CENTER

Whereas, the County of Peoria (hereinafter referred to as "Host County") and Sangamon County (hereinafter referred to as "Home County") are units of local government authorized by Section 10 of Article 7 of the Constitution of the State of Illinois to reach agreement to obtain services; and

Whereas, the Home County desires to obtain available bed space in the Peoria County Juvenile Center (hereinafter referred to as "the Center") in exchange for a financial payment, and other considerations, for services to the Host County; and

Whereas, the Host County anticipates that it will have bed space available in excess of its current needs; and will allow the use of bed space to the Home County according to the terms of this agreement; and

Whereas, this intergovernmental agreement (hereinafter referred to as "contract") is executed to provide the Home County a specific amount of guaranteed bed space in the Center;

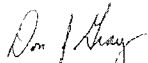
Therefore, it is agreed between the parties hereto as follows that:

1. In exchange for financial and other considerations listed below, the Home County expressly states its desires and commitment to contract with the Host County to use two (2) guaranteed detention beds from June 1, 2024, until August 1, 2024. The parties may agree to renew the terms of this agreement for an additional one (1) and or two (2) months beyond the initial agreement period stated above according to the terms, conditions, and consideration contained in the Intergovernmental Agreement. If the Host County intends to change the per diem rate or any other rate(s) designated in this Intergovernmental Agreement for a future period of time relative to the end date of this agreement, the Host County will provide thirty (30) days advance written notice of the requested rate(s) to the Home County.
2. The Home County shall pay the Host County the sum of \$24,800.00 for the two (2) guaranteed beds from June 1, 2024, until August 1, 2024. The sum represents two (2) guaranteed beds monthly rented at \$200.00 per bed day (\$200x2x62).

If at any time the Host County experiences overtime costs directly associated with the two (2) guaranteed beds being filed, the Home County will be billed at a rate of \$46 per hour per Youth Development Specialist needed. Pursuant to IDJJ, AOIC, and NCCHC standards, the Home County shall provide a physical examination within seven (7) days, a mental health assessment within fourteen (14) days, and a dental examination within thirty (30) days. The current cost for these services is

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Sangamon County Clerk

\$40, \$40, and \$40. The Home County shall pay the Host County the amounts due to Peoria County monthly, beginning June 1, 2024.

Eligibility: The Home County shall request of the Host County detention services only for juveniles who meet their Administrative Office of the Illinois Courts (AOIC) approved detention screening criteria. The Home County shall only refer juveniles which are physically and mentally fit for confinement. The Host County will accept for admission juveniles (1) between the ages of thirteen (13) and seventeen (17) years of age at the time of committing offense, (2) who currently have an active delinquent warrant, (3) who have been adjudicated delinquent in accordance with Illinois Compiled Statutes (ILCS), Chapter 705, Section 405/5, or, (4) who are charged with, or under warrants for a criminal offense as defined by a penal statute of the State of Illinois, or in violation of a Court Order relative to said criminal offense(s).

The Host County will not detain juveniles on warrants and/or those charged with contempt of court when the original offense is a status offense, is not a criminal offense as defined by a penal statute of the State of Illinois, or for ordinance violations. Host County services will be provided on the basis of space available as determined by the Host County.

The Home County shall only request detention services for juveniles which are medical and mentally fit for confinement. If deemed by the Host County that the juvenile is unfit for confinement, the Home County agrees to obtain written medical/mental health clearance prior to the Host County accepting custody.

- 3. **Detention Authorization:** The Home County shall provide the Host County with pertinent and/or needed or requested information and documents relative to juveniles being detained at the Center in a timely manner.

Illinois Department of Juvenile Justice (IDJJ) Warrants: In the event the Home County request detention services for juvenile on IDJJ warrant, Home County warrant, and/or new delinquent charges. The Home County agrees to pay the agreed upon per diem regardless of if there are any current delinquent charges. In the event of an IDJJ warrant with no new delinquent charges the Host County agrees to contact IDJJ to arrange transportation to an approved IDJJ facility.

In the event law enforcement within the Host County's jurisdiction request detention services, the Home County will not be responsible for the per diem unless there are current delinquent charges pending in the Home County jurisdiction.

- 4. **Detention Services:** The Host County will provide shelter, food/nutrition, supervision, education services, programming services, mental health counseling (provided by Peoria staff counselor) and routine medical care (via services available

at the Center) in accordance with the Illinois Department of Juvenile Justice (IDJJ), Administrative Office of Illinois Courts AOIC, Federal Prison Rape Elimination Act and National Commission on Correctional Health Care (NCCHC) standards and regulations for juvenile detention facilities.

5. The Home County can contract additional detention beds as space is available during any contract month, provided payments due to the Center are not delinquent. Additional detention bed space depends on the Host County's current population availability of transportation services and will be determined solely by the Host County. Each additional bed shall be billed at the same contractual daily per denim rate. The Host County shall provide the Home County an invoice for the additional detention bed space every month, and the Home County shall pay the billed amount within sixty (60) days of the invoice date.
6. **Medical Cost:** Excluded from routine medical care are physical examinations (for which there is a \$40.00 fee for a medical examination and a \$40.00 fee for a mental health assessment), prescription medications that the Center purchases for a Home County youth, emergency room care, hospitalization, emergency medical transportation and emergency dental treatment. The Home County is responsible for guaranteeing payment of all costs associated with non-routine medical care. The Host County will direct all treating entities to directly bill the legally "responsible party" (i.e., parents, medical insurance company, legal custodian, or Medicaid) prior to seeking remuneration from the Home County. The sole exception to this provision will involve those circumstances where a Sangamon County juvenile requires prescription medication, in which case the Home County may be billed directly. Otherwise, the Home County will assume financial responsibility only in the event said juvenile has no medical coverage or ability to pay, or in the event that a balance exists after a payment by others. The Host County will make efforts to communicate with the Home County about the need for medication and/or services prior to obtaining such services for a juvenile from the Home County.

Dental Cost: The Host County currently provides, through grant funding, routine dental care. Home County juveniles will be provided with dental services for the duration of the incarceration per NCCHC standards. In the event the grant funding is reduced or eliminated. The Home County will be responsible for the dental examination fee of \$40.00 and any additional cost associated with providing dental care.

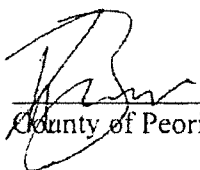
7. **Transportation:** The Home County will provide transportation service to and from the Host County. In the event of a medical emergency/appointment, the home county agrees to pay the full transportation cost (federal mileage rate plus hourly rate of the transportation officer).

Illinois Department of Juvenile Justice (IDJJ) Transportation: The Home County shall provide transportation to IDJJ for committed juveniles.

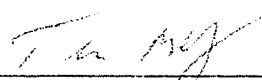
Special Circumstances & Considerations: In the event that a Home County juvenile detained by the Host County must be admitted to a hospital or other medical treatment facility, the Home County agrees to immediately petition the Court for an Order releasing the minor into the custody of the minor's parent or legal guardian, or make arrangements to provide qualified juvenile staff from the Home County to supervise the minor, or reimburse the Host County for personnel costs necessary to provide additional juvenile staff to supervise the juvenile.

8. The Host County will provide a monthly invoice to the Home County by Friday at the end of the first full week. The Home County will remit payment to the Peoria County Juvenile Detention Center within thirty (30) days of the receipt of a bill from the Center for detention services rendered.
9. The Home County shall have a contact person (or persons) available twenty-four hours a day seven days a week. The Host County can be contacted via the Peoria County Juvenile Detention Center at 309-634-4200.
10. When a Home County's juvenile causes property damage while detained at the Center, the Host County agrees to initially seek compensation for any and all costs arising out of those damages from the juvenile's legally "responsible party" (i.e., parents, insurance company, legal custodian, State of Illinois, Medicaid, etc.) prior to seeking remuneration from the Home County. The Home County will assume financial responsibility only in the event said juvenile has no insurance coverage or ability to pay, or in the event that a balance exists after a payment by others.
11. The Home County agrees to save and hold harmless, indemnify and defend the Host County, its employees, officers and agents from all responsibility, claims, damages, or lawsuits for latent injuries or illness that its detainee may be harboring at the time of entering the Center, excluding negligence, any wanton and willful misconduct of the Host County, its employees, officers and agents.
12. The parties to this agreement, acknowledge that this agreement is binding and enforceable on both parties. The Host County is obligated to provide requested and approved bed space in the quantities agreed to and that the Home County is obligated to pay for those services according to the charges, terms and conditions outlined above. The parties may declare this agreement null and void for good cause based upon gross negligence, criminal misconduct or failure to abide by the terms and conditions of the agreement on the part of either party. The parties may also declare this agreement null and void where the substantial performance of the agreement has been altered by unforeseen, accidental or events beyond the control of the parties.

- 13. Nothing in this agreement shall be construed to create a relationship of employer/employee or principal and agent between the parties hereto. In the performance of this agreement, the Center, its employees, and agents shall act as and shall be deemed at all times to be exclusively agents of the host county.
- 14. This document constitutes the entire agreement of the parties and suspends all oral agreements and negotiations between the parties relating to the subject matter hereof; as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. This agreement and all the provisions hereof are intended to be whole and entire, no provision or any part thereof is to be severable.
- 15. The rights and duties under this agreement may not be assigned or transferred without the prior written permission of the other party.

 RYAN R. BREEDLOVE, SUPERINTENDENT
 County of Peoria Official and Title

5/15/24
 Date

 Deputy Superintendent
 County of Peoria Official and Title

5/15/24
 Date

 Sangamon County Official and Title

 Date

 Sangamon County Official and Title

 Date

Approved by the ___ Courts Committee _____ June 6, 2024 _____

Amy Sheppard Chairman

Chairman, Sangamon County Board

ATTEST:

County Clerk