

24-1

**AGREEMENT PROVIDING DETENTION SERVICES
By Hulse Juvenile Detention Center
19th Judicial Circuit Court of Lake County**

This AGREEMENT is made between the COUNTY OF LAKE, a local unit of government, (hereinafter referred to as "Lake County") and the COUNTY OF Sangamon, a local unit of government, (hereinafter referred to as "Home County") both organized and existing under the laws of the State of Illinois;

RECITALS

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any matter not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/ 1 et seq., provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved provided that the unit of local government contracting with the County as authority to perform the service; and

WHEREAS, Lake County and the Home County are units of local government within the meaning of Article 7 Section 1 of the Illinois Constitution of 1970; and

WHEREAS, Lake County and the Home County are public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/2); and

WHEREAS, the Home County is authorized to establish, support, and maintain a detention home for the care and custody of delinquent minors (55 ILCS 75/ 1); and

WHEREAS, the Home County is desirous of utilizing the available housing for juvenile detainees which Lake County can provide; and

WHEREAS, pursuant to the Juvenile Court Act, 705 ILCS 405/ 5, the CIRCUIT COURT FOR THE 7th Judicial Circuit and the DESIGNATED PROBATION OFFICER (hereinafter, referenced as "AUTHORIZED Chief Managing Officer or designee COUNTY OFFICIAL") are authorized to request detention services for juveniles in a secure detention facility; and

WHEREAS, the Home County may expend tax receipts for detention services purchased through agreement with Lake County (55 ILCS 75/9.3); and

NOW, THEREFORE, Lake County and Home County agree as follows:

SECTION 1. AGREEMENT DOCUMENTS

This Agreement and all exhibits thereto constitute the entire Agreement between Lake County and Home County.

SECTION 2. SCOPE OF WORK

It is the intent of the Counties to contract for and provide the following services:

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Sangamon County Clerk

1. Housing

Lake County agrees to provide temporary custody, specifically housing and detention services for minors authorized by the Home County, pursuant to the Illinois Juvenile Court Act. In detaining said minors, Lake County shall remain in compliance with all statutory requirements as delineated in Illinois Criminal Law and Procedures and the Illinois Juvenile Court Act. This includes not detaining status offenders and/or contempt of court offenders whose detainment originates from status offenses.

Lake County shall detain minors as authorized by the Home County who require detention on a juvenile case and are less than twenty-one years of age.

2. Communication Between Lake and the Home County

Prior to admission, a Home County Official shall contact the Hulse Detention Center for screening purposes and provide the following information:

- A. A court order or a warrant authorizing the detention of the minor.
- B. An updated list of Probation Officers who may authorize the detention of minors.
- C. A copy of the screening tool indicating that the minor meets detention criteria unless a court order or warrant is provided.
- D. Any available health care information. All health care information shall be provided to Lake County medical personnel in keeping with all applicable regulations and statutes.
- E. Contact information for the detained minor's parent(s) and/or guardian(s).
- F. Any information pertinent to ensuring the safety, security, and welfare of the detained minor (e.g., alleged, or underlying offense(s), criminal history, and immediate health care issues.)
- G. Information regarding the date, time, and place of the detained minor's next court hearing.

The following ongoing information shall be exchanged between Counties:

- A. Lake County shall immediately provide the Home County with timely information, as soon as is practical thereafter, regarding any extraordinary or unusual occurrences involving any minor of the Home County detained at the Hulse Detention Center, including but not limited to death, regardless of cause; escape or attempted escape; attempted suicide; serious injury to include accidental or self-inflicted; or a medical emergency requiring emergency services outside of the Hulse Detention Center and charges possibly being filed.
- B. Lake County shall provide the Home County with timely information, regarding any extraordinary or unusual occurrences involving any minor from the Home County detained at the Hulse Detention Center, including but not limited to assaultive behavior by the minor or assaultive behavior toward the minor or ongoing or significant disregard for the rules and regulations of the Hulse Detention Center by the minor. Lake County will also provide information including IDJJ required reports for incidents involving the minor or any internal incidents involving the minor that result in the filing of a police report or placement of the minor in segregated status.
- C. The Home County shall provide Lake County with information on any upcoming court hearings and/or scheduled release dates for any minors housed by Lake County.

3. Detention Services

Lake County shall provide minors with detention services in keeping with the Juvenile Court Act (705 ILCS 405), all other governing statutes, and all detention regulations promulgated by the Illinois Department of Juvenile Justice. Services offered under this Agreement to minors housed for the Home County shall be commensurate to services offered to all other minors housed by Lake County.

Minors received from the Home County will comply with all rules and regulations of the Hulse Detention Center. Any assaultive behavior by the minor toward staff or other residents will result in the minor being transferred back to the Home County and possible charges filed. The Home County will arrange transport of the minor.

Visitation of detained minors by approved parents/guardians will be facilitated by 19th Judicial Circuit of Lake County, Hulse Detention Center, Juvenile Counselors, to include in person visitation per schedule and as permissible and video conferencing. Phone calls are facilitated for detained minors per schedule.

4. Transportation of Minors

An authorized Home County transport officer shall provide for transportation of minors to and from Lake County for initial admission, scheduled off-site health care services, court-ordered furloughs, court hearings, and discharge. The Home County is custodian of the minor when providing transportation. Except for emergency situations, an authorized Home County Official will provide notice to Lake County one day prior to any transport.

It is further expressly agreed by and between the Counties hereto that minors from the Home County housed in Lake County may not be removed by any person or persons without an order or writ from a court of competent jurisdiction or permission from Probation and Court Services or other person authorized by the Chief Judge of the 17th Judicial Circuit, except for emergency health care services.

5. Health Care Services

Pursuant to the provisions of 705 ILCS 405/5-515, Lake County shall provide basic health care services (e.g., dispensing non-specialty prescribed medications, nursing care for minor injuries and illness, counseling for mental health concerns, and examination as needed by medical doctor and psychiatrist) to minors from the Home County housed in keeping with health care services provided to all other minors housed in Lake County.

The parent(s)/guardian(s)/minor's medical insurance shall pay for any health care services received at a facility outside of the Hulse Detention Center; this includes any emergency health care services deemed necessary by Lake County. The parent(s)/guardian(s)/minor's medical insurance shall pay for any specialty prescribed medications. Lake County shall coordinate with the Home County to obtain insurance information. In the event the minor is not covered by medical insurance, the Home County shall bear any and all expenses arising from any specialty prescribed medications or medical services provided to the minor at a facility outside of the Hulse Detention Center.

In the event a minor from the Home County being detained is admitted for hospitalization for emergency health care services, Lake County will immediately notify the Home County Probation and Court Services, or another person authorized by the Chief Judge. The Home County will compensate Lake County \$60.00 per hour for two Juvenile Counselors to facilitate and provide coverage for emergency hospital/medical transports when required.

SECTION 3. DURATION AND NOTICE

This Agreement shall be effective upon execution and shall be in effect for a one-year period with the option to renew for additional one (1) year periods. The option to renew this Agreement must be made in writing thirty (30) days prior to the expiration of the one (1) year period currently in effect. The written notice shall be provided as specified in Section 10 of this Agreement.

SECTION 4. RATES FOR SERVICES

The Lake County 19th Judicial Circuit shall provide temporary detention services at \$170.00 per day, per minor, for detention services as authorized pursuant to 705 ILCS 405. The Home County will compensate Lake County \$60.00 per hour for two Juvenile Counselors to facilitate and provide coverage for emergency hospital/medical transports when required. In the event the minor is not covered by medical insurance, the Home County shall bear all expenses arising from any specialty prescribed medications or medical services provided to the minor at a facility outside of the Hulse Detention Center.

SECTION 5. INVOICES & PAYMENT

Lake County shall provide an invoice to the Home County by the fifteenth (15th) day of the month reflecting services provided during the previous month. The Home County shall remit payment within forty-five (45) days of the date of the invoice.

SECTION 6. INDEMNIFICATION

The Home County agrees to indemnify, save harmless, and defend Lake County, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the performance of any obligations under this Agreement by the Home County.

SECTION 7. NO IMPLIED WAIVERS

The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

SECTION 8. SEVERABILITY

If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

SECTION 9. JURISDICTION, VENUE, CHOICE OF LAW AND PROFESSIONAL STANDARDS

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois.

SECTION 10. NOTICES AND COMMUNICATIONS

All notices and communications which may be given by Lake County to Home County relative to this Agreement shall be addressed to the Home County at the address shown herein below:

Hulse Detention Center Central Control: 847-377-7825
Dennis McMahan, Hulse Detention Center Superintendent:

Copies of any notices and communications which propose to alter, amend, terminate, interpret, or otherwise change this Agreement shall be provided to: Lake County Purchasing Division, 18 North County Street, Waukegan, Illinois 60085-4350; Attention: Purchasing Agent.

SECTION 11. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS

Except as otherwise provided herein, this Agreement shall not be assigned, delegated, altered, or modified without the express written consent of both parties. This Agreement supersedes all other agreements, oral or written, between the parties hereto with respect to the subject matter herein.

SECTION 12. TERMINATION

Lake County reserves the right to terminate this Agreement, or any part of this Agreement, with or without cause, upon thirty (30) days written notice. In case of such termination, Lake County shall be entitled to receive payment from Home County for services provided to date in accordance with the terms and conditions of this Agreement.

SECTION 14. NEWS RELEASES

Home County may not issue any news releases regarding this Agreement without prior approval from Lake County.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

Lake County 19th Judicial Circuit:

Sagamon County 7th Judicial Circuit

Title: Executive Director

Title:

Date _____

Date _____