

SANGAMON COUNTY BOARD
RESOLUTION

10-1

RE: Contracting Detention Bed Space for Juvenile Female Offenders

WHEREAS, the Sangamon County Board had contracted with MAXIMUS to conduct a fiscal option study for the detention of juveniles in Sangamon County,

WHEREAS, MAXIMUS completed the study in September 2012 and made a recommendation to send juvenile female offenders outside of Sangamon County in order to reduce the cost of operating the Juvenile Detention Center,

WHEREAS, the Sangamon County Board adopted MAXIMUS recommendations during their November 2012 County Board meeting,

WHEREAS, the Sangamon County Board had advised the Sangamon County Court Services Department that they will only provide budgetary funds for a sixteen bed secure detention facility,

WHEREAS, according to Sangamon County Administrative Order 2013-10, the Chief Judge of the 7th Judicial Circuit has authorized that the capacity of the facility is to be sixteen juveniles and that the maximum number of juveniles to be held in secured detention in Sangamon County is twenty,

WHEREAS, the Chief Judge of the 7th Judicial Circuit has authorized the Sangamon County Court Services Department to implement protocols and procedures in regards to finding alternate/less restricted forms of custody and sentencing alternatives when and if the maximum number of juveniles being held is reached. These protocols and procedures authorize juvenile female offenders to be transferred to other detention facilities within the State of Illinois.

WHEREAS, Sangamon County has entered into a contract with Peoria County at the rate of \$115.00 per day to detain juvenile female offenders if Sangamon County reaches a maximum capacity,

NOW, THEREFORE, BE IT RESOLVED, that Sangamon County enters into a contract with Peoria County to provide juvenile bed space for Sangamon County juvenile female offenders,

BE IT FURTHER RESOLVED, by the County of Sangamon, that the effective date of the provisions of this *Resolution* shall be April 8, 2013.

Done in open meeting this 8th day of April, 2013.

RECEIVED

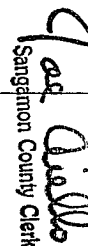
APR 05 2013

Paul Palazzolo
SANGAMON COUNTY AUDITOR

ATTEST:



Andy Van Meter
County Board Chairman


Sangamon County Clerk

APR 05 2013

FILED

Joe Aiello
County Clerk

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 the **County of Sangamon** (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 contract 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

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

1. In exchange for financial consideration listed below, the Home County expressly states its desire to contract with the Host County for the use of detention beds on an as-needed basis for the period of March 26, 2013 through November 30, 2013. If the parties agree to an additional period of time, a new intergovernmental agreement will be developed for consideration of the parties. 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 sixty (60) days advance written notice of the requested rate(s) to the Home County prior to the start of the fiscal year which begins December 1st each year.
2. 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 Host County will accept for admission juveniles (1) between the ages of ten (10) 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.

- 3. 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.
- 4. The Home County shall pay to the Host County the sum of \$ 115.00 per day or part of a day per juvenile detained at the Center. Included in the daily rate 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), AOIC and National Commission on Correctional Health Care (NCCHC) standards and regulations for juvenile detention facilities. Excluded from routine medical care are physical examinations (for which there is a \$ 20.00 fee), 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 detainee 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.
- 5. In the event that a Home County juvenile detained by the Host County must be admitted to a hospital or other medical treatment facility for a period that will exceed six hours, 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 minor.
- 6. The Center currently provides, through grant funding, dental checkups. Home County youths will be provided this service as long as grant funding continues. If the grant funding is reduced or eliminated, this provision may be renegotiated by the parties.
- 7. The Host County currently provide some transportation services: (a) between the Home County and the Center after a detention determination has been made and, (b) between the Host County and the Home County for scheduled Court

appearances at set times whenever reasonably possible, so long as such arrangements fall within statutory time constraints, and are consistent with the Host County's policies and schedules related to transportation. Grant funding currently subsidizes the Host County's ability to provide some scheduled transportation services. If the amount of grant funding is reduced or eliminated, the parties may renegotiate this provision of the agreement.

8. The Home County will remit payment to the Peoria County Treasurer 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 contract acknowledge that this contract is binding and enforceable on both parties that 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 contract null and void for good cause based upon gross negligence, criminal misconduct or failure to abide by the terms and conditions of the contract on the part of either party. The parties may also declare this contract null and void where the substantial performance of the contract 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 independent contractor of the Home 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.

<u>Brian Brown</u> County of Peoria	<u>Superintendent</u> Title	<u>3-26-13</u> Date
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_____ County of Sangamon	_____ Title	_____ Date
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