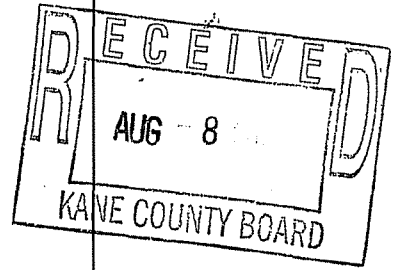


County of Kane  
Office of County Board  
Kane County Government Center



Karen McConnaughay  
Chairman  
630-232-5930



719 Batavia Avenue  
Geneva, Illinois 60134  
Fax 630-232-9188

**DOCUMENT VET SHEET**

for  
Karen McConnaughay  
Chairman, Kane County Board

Name of Document: Authorizing an Intergovernmental Agreement for Juvenile Detention Beds with McHenry County

Submitted By: Rick Anselme

Date Submitted: August 2, 2012

Examined By: Joseph Lulves  
(Print Name)

[Signature]  
(Signature)

8-23-12  
(Date)

Post on Web:

Yes

No

Atty Initials

[Initials]

Comments:

(7. Transportation of Minors!)  
7.1 - 7.2 - 7.3 Vetted previously by  
Lulves

Chairman Signed:

Yes

No

Date: August 23, 2012

Document Returned To:

Rick Anselme on Sept. 17, 2012

Note: Signature lines  
slb on same page.  
Exception this time.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 12 - 179

**AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT  
FOR JUVENILE DETENTION BEDS WITH MCHENRY COUNTY**

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 of function in any manner not prohibited by law or by ordinance and may use their credit, revenues and other resources to pay costs related to intergovernmental activities; and

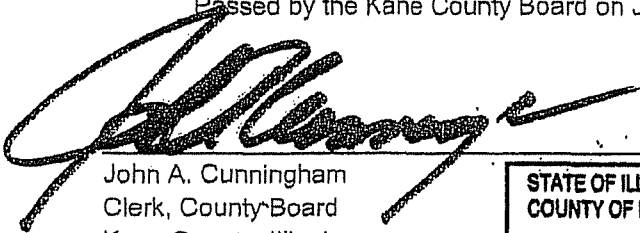
WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. Seq, provides that any county and participate in an intergovernmental agreement under this act notwithstanding the absence of specific authority under the State law to perform the service involved provided that the unit of local government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

WHEREAS, McHenry County desires to enter into an intergovernmental agreement with Kane County wherein Kane County will guarantee housing for twelve (12) McHenry County juvenile inmates at its Juvenile Justice Center with a detention per diem charge of \$90.00 per day through the end of fiscal year 2012 (November 30, 2012), \$100.00 per day during fiscal year 2013 (December 1, 2012 through November 30, 2013), and \$110.00 per day during fiscal year 2014 (December 1, 2013 through November 30, 2014). Minors admitted into the Challenge Program, a residential program housed at the Juvenile Justice Center, will be billed at a rate of \$115.00 per day, per minor; and

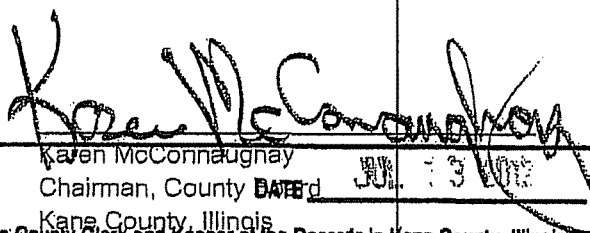
WHEREAS, the intergovernmental agreement with McHenry County is for a five year period terminating five years after the acceptance by all parties hereto. This agreement shall be reviewed in three (3) years from the date of commencement for appropriateness of fees. The agreement may be amended with the written consent of all parties and provided a need continues to exist, may be renewed thirty (30) days prior to the expiration date for a period not to exceed one (1) year for each renewal.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to enter into an agreement with the County of McHenry, ( a copy of which shall be filed with the Kane County Clerk) for Juvenile Detention Services.

Passed by the Kane County Board on June 12, 2012.



John A. Cunningham  
Clerk, County Board  
Kane County, Illinois



Karen McConaughay  
Chairman, County Board  
Kane County, Illinois

Vote:  
Yes. 24  
No -  
Voice -  
Abstentions -  
6IGA-Detention -

STATE OF ILLINOIS  
COUNTY OF KANE  
I, John A. Cunningham, Kane County Clerk and Keeper of the Records in Kane County, Illinois do hereby certify that the attached is a true and correct copy of the original record on file. In witness whereof, I have hereunto set my hand and affix the Seal of the County of Kane at my office in Geneva, Illinois  
John A. Cunningham, Kane County Clerk



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item #

Resolution  Ordinance Name Resolution: Authorizing an Intergovernmental Agreement with McHenry County for juvenile bed space.

Presenter/Sponsor: Rick Anselme

Budget Information: Was this item budgeted?  Yes  No  N/A Appropriation Amount: N/A

If not budgeted, explain funding source This is a revenue.

SUMMARY: This resolution is for an Intergovernmental Agreement between Kane County and McHenry County and would allow for the Kane County Juvenile Justice Center to make available at least 12 beds for McHenry County minors. The agreement will commence upon the date of approval and will continue for a period of five (5) years from that date. The contract, however, shall be reviewed in three (3) years from the date of commencement for appropriateness of fees. McHenry County agrees to compensate to Kane County in the amount of \$90.00 per day through the end of fiscal year 2012 (November 30, 2012), \$100.00 per day during fiscal year 2013 (December 1, 2012 through November 30, 2013), and \$110.00 per day during fiscal year 2014 (December 1, 2013 through November 30, 2014). Said amounts shall be paid per minor for detention beds. Minors admitted into the Challenge Program will be billed at a rate of \$115.00 per day, per minor.

Attachments: Resolution

Detailed information available from : Staff Name: Rick Anselme Phone: 630-406-7468

Resolution/Ordinance Tracking:

Assigned Committee: Judicial/Public Safety Passed Sent to: on:

If Other, specify:

Committee Remarks:

Next Committee: Sent to: on:

If Other, specify:

Committee Remarks:

Next Committee: Sent to: on:

Committee Remarks:

County Board Date:

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

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 the Act notwithstanding the absence of specific authority under State law to perform the service involved provided that the unit of local government contracting with the County has authority to perform the service; and

WHEREAS, the COUNTY OF MCHENRY and the COUNTY OF KANE are units of local government within the meaning of Article 7 Section 1 of the Illinois Constitution of 1970; and

WHEREAS, the COUNTY OF MCHENRY and the COUNTY OF KANE are public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/2); and

WHEREAS, the COUNTY OF MCHENRY 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 COUNTY OF MCHENRY is desirous of utilizing the available housing for juvenile detainees which the COUNTY OF KANE can provide;

WHEREAS, pursuant to the Juvenile Court Act, 705 ILCS 405/5, the CIRCUIT COURT FOR THE TWENTY-SECOND JUDICIAL CIRCUIT and the DESIGNATED PROBATION OFFICER (hereinafter, referenced as "AUTHORIZED MCHENRY COUNTY OFFICIAL") are authorized to request detention services for juveniles in a secure detention facility; and

WHEREAS, the COUNTY OF MCHENRY may expend tax receipts for detention services purchased through agreement with the COUNTY OF KANE (55 ILCS 75/9.3); and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the undersigned do agree to the following terms and conditions.

1. The foregoing recitals are incorporated herein as provision hereof.
2. The AGREEMENT commences upon date of approval by MCHENRY COUNTY and KANE COUNTY and will continue for a period of five (5) years from that date. This contract shall be reviewed in three (3) years from the date of commencement for appropriateness of fees.
3. The AGREEMENT shall be terminated and cancelled without penalty in the event that funding, upon which MCHENRY COUNTY is dependent to pay for this service, fails to be appropriated or otherwise made available.
4. HOUSING

4.1 KANE COUNTY agrees to provide temporary custody, specifically housing and detention services, for minors authorized by MCHENRY COUNTY, pursuant to the Illinois Juvenile Court Act. In detaining said minors Kane County shall remain in compliance with all statutory requirements as delineated in Illinois Criminal Law and Procedures and the Illinois Juvenile Court Act. It is expressly agreed by and between the parties hereto that MCHENRY COUNTY shall send, and KANE COUNTY shall daily accept, minors authorized by MCHENRY COUNTY for detention. It is further agreed that KANE COUNTY shall make available to MCHENRY COUNTY at least 12 beds. All housing provided by KANE COUNTY shall be at the Juvenile Justice Center located at 37W655 Route 38 St. Charles, Illinois.

4.2 MCHENRY COUNTY will pay only for those beds actually used by MCHENRY COUNTY detainees.

4.3 KANE COUNTY shall detain all MCHENRY County juvenile offenders who require detention on a juvenile case and are less than eighteen years of age.

4.4 When 13 or more minors require detention, prior to sending a minor, an AUTHORIZED MCHENRY COUNTY OFFICIAL shall make a verbal request for admission to KANE COUNTY via direct communication with the Kane County Juvenile Justice Center. KANE COUNTY shall respond at the time of the detention request to indicate availability of housing for the minor.

## 5. COMMUNICATION BETWEEN KANE AND MCHENRY COUNTY

5.1. Prior to admission, an AUTHORIZED MCHENRY COUNTY OFFICIAL shall contact the Kane County Juvenile Justice Center for screening purposes and provide the following information if available:

5.1.a. A court order or a warrant authorizing the detention of the minor.

5.1.b. Any available health care information. All health care information shall be provided to KANE COUNTY medical personnel in keeping with all applicable regulations and statutes.

5.1.c. Contact information for the detained minor's parent(s) and/or guardian(s).

5.1.d. 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,).

5.1.e. Information regarding the date, time, and place of the detained minor's next court hearing.

5.2. The following ongoing information shall also be exchanged between the two Counties:

5.2.a. KANE COUNTY shall immediately provide MCHENRY COUNTY with timely notification and information, as soon as is practical thereafter, regarding any extraordinary or unusual occurrences involving any minor detained by MCHENRY COUNTY at the Kane County Juvenile Justice 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 Kane County Juvenile Justice Center.

KANE COUNTY shall provide MCHENRY COUNTY with timely notification and information, regarding any extraordinary or unusual behavior involving any minor detained by MCHENRY COUNTY at the Kane County Juvenile Justice Center, including but not limited to: assaultive behavior by the minor; or assaultive behavior toward the minor; ongoing or significant disregard for the rules and regulations of the Kane County Juvenile Justice Center by the minor; IDJJ required reports for incidents involving the minor; any internal incidents involving the minor which result in the filing of a police report or placement of the minor in segregated status.

5.2.b. MCHENRY COUNTY shall provide KANE COUNTY with notification and information on any upcoming court hearings and/or scheduled release dates for any minors detained by MCHENRY COUNTY.

6. SCOPE OF DETENTION SERVICES: KANE 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 to minors housed for MCHENRY COUNTY shall be commensurate to services offered to all other minors housed by KANE COUNTY.

#### 7. TRANSPORTATION OF MINORS

7.1 An AUTHORIZED MCHENRY COUNTY OFFICIAL shall provide for transportation of minors to and from KANE COUNTY for initial admission, scheduled off-site health care services, court-ordered furloughs, court hearings, and discharge. MCHENRY COUNTY is custodian of the minor when providing transportation. Except for emergency situations, an AUTHORIZED MCHENRY COUNTY OFFICIAL will provide notice to KANE COUNTY one day prior to any transport.

7.2 In the event MCHENRY COUNTY requests KANE COUNTY transport a MCHENRY COUNTY minor from The Kane County Juvenile Justice Center to the Illinois Department of Juvenile Justice, and KANE COUNTY is available to do so, MCHENRY COUNTY will pay KANE COUNTY the amount of \$100 per transport, using the payment procedures outlined in section 9.1 below.

7.3 It is further expressly agreed by and between the parties hereto that minors housed in KANE COUNTY for MCHENRY 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 Circuit Court for the Twenty-Second Judicial Circuit), except for emergency health care services.

#### 8. HEALTH CARE SERVICES

8.1 Pursuant to the provisions of 705 ILCS 405/5-515, KANE 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 housed for MCHENRY COUNTY in keeping with services made available to other minors housed in KANE COUNTY.

8.2 The parent(s)/guardian(s)/minor's medical insurance shall pay for any health care services received at a facility outside of the Kane County Juvenile Justice Center; this

includes any emergency health care services deemed necessary by KANE COUNTY. The parent(s)/guardian(s)/minor's medical insurance shall pay for any specialty prescribed medications. KANE COUNTY shall coordinate with the parent(s) or guardian(s) to obtain insurance or insurance information. In the event the minor is not covered by medical insurance, MCHENRY 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 Kane County Juvenile Justice Center.

8.3 In the event a minor detained for MCHENRY COUNTY is admitted for hospitalization for emergency health care services, KANE COUNTY will immediately notify MCHENRY COUNTY Probation and Court Services (or other person authorized by the Chief Judge of the Circuit Court for the Twenty-Second Judicial Circuit).

9. PAYMENT

9.1 As consideration for the foregoing, MCHENRY COUNTY agrees to provide compensation to KANE COUNTY in the amount of \$90.00 per day through the end of fiscal year 2012 (November 30, 2012), \$100.00 per day during fiscal year 2013 (December 1, 2012 through November 30, 2013), and \$110.00 per day during fiscal year 2014 (December 1, 2013 through November 30, 2014). Said amounts shall be paid per minor for detention beds. Minors admitted into the Challenge Program will be billed at a rate of \$115.00 per day, per minor. KANE COUNTY shall provide an invoice to MCHENRY COUNTY by the tenth day of each month reflecting services provided during the previous month. MCHENRY COUNTY shall remit payment within 60 days of such invoice.

10. INDEMNIFICATION

10.1 KANE COUNTY shall indemnify, defend, and hold harmless MCHENRY COUNTY and its agents, officers, and employees against any and all liabilities, claims, demands or suits arising out of the performance of this agreement by KANE COUNTY, the confinement of any MCHENRY COUNTY juvenile at the KANE COUNTY Juvenile Justice Center, and any practice, policy, rule, regulation, act or omission of KANE COUNTY, or any officers, agents, employees, or servants, relating to the custody, care, supervision, transport of any MCHENRY COUNTY minor in the custody of KANE COUNTY or relating to the maintenance of KANE COUNTY property or premises. MCHENRY COUNTY shall be responsible for and shall indemnify, defend and hold harmless KANE COUNTY, and their agents, officers and employees from any and all liabilities, claims, demands or suits brought by any MCHENRY COUNTY minor housed pursuant to this Agreement arising out of any act or omission of MCHENRY COUNTY, or any agents, employees, or servants thereof relating to their care, custody, supervision, or transport of any MCHENRY COUNTY minor while in the custody of MCHENRY COUNTY.

It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of KANE COUNTY or their agents or employees which may result from the presence of MCHENRY COUNTY juveniles during contractual incarceration shall be the responsibility of KANE COUNTY.

KANE COUNTY agrees that it shall maintain liability insurance of \$10 million in aggregate. Certificates of such insurance detailing the coverage therein shall be available to the County of MCHENRY upon execution of this Agreement.

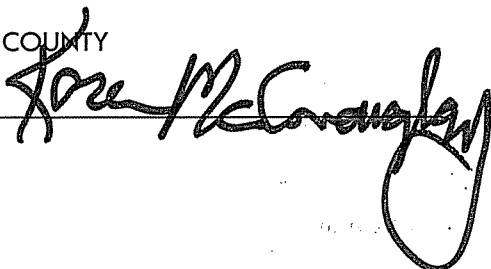
Alternatively, a self-insurance reserve of \$2 million with excess coverage of \$30 million is acceptable if KANE COUNTY self-insures.

10.2 Neither party waives its immunities or defenses, whether statutory or common law by reason of these indemnification provisions.

11. AMENDMENT, MODIFICATION AND RENEWAL: This AGREEMENT shall become effective upon the date of acceptance by all parties hereto. This AGREEMENT may be amended with written consent of all parties hereto and, provided a need continues to exist, may be renewed thirty (30) days prior to the expiration date for a period not to exceed one (1) year for each renewal. This AGREEMENT may be cancelled by any party hereto upon sixty (60) days written notice to all parties.
12. APPLICABLE LAW: This AGREEMENT shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceedings between them shall be the Twenty-Second Judicial Circuit, State of Illinois.
13. FINAL AGREEMENT OF PARTIES: This writing constitutes the final expression of the agreement of the parties. It is intended as a complete and exclusive statement of the terms of this AGREEMENT, and it supersedes all prior and concurrent promises, representation, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof. No modification or termination of this AGREEMENT shall be binding upon the parties hereto unless the same is in writing and appropriately executed.
14. NOTICES: Any Notice given pursuant to Section 11 of this AGREEMENT shall be sent by United States Mail, postage prepaid, addressed to respective party at the address set forth on the signature page hereof or to such other address as the parties may designate in writing from time to time.
15. AUTHORIZATION: MCHENRY COUNTY and KANE COUNTY represent that all necessary acts have been taken to authorize and approve this AGREEMENT in accordance with applicable law and this AGREEMENT, when executed by the parties hereto, shall constitute a binding obligation of MCHENRY COUNTY and KANE COUNTY, legally and enforceable at law and equity against both.
16. INDEPENDENT STATUS: Nothing in this Agreement shall be construed as creating a relationship of employer and employee, or principal and agent, between McHenry County and Kane County, or any of either counties' agents or employees. Each Party assumes exclusive responsibility for the acts of its employees or agents as they relate to the services to be provided during the course and scope of their employment or agency.
17. SEVERABILITY CLAUSE: If any provision of this AGREEMENT is held to be invalid, that provision shall be stricken from this AGREEMENT and the remaining provisions shall continue in full force and effect to the fullest extent possible.

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of MCHENRY COUNTY and KANE COUNTY.

KANE COUNTY

  
\_\_\_\_\_

Date: August 23, 2012



MCHENRY COUNTY

Date: \_\_\_\_\_