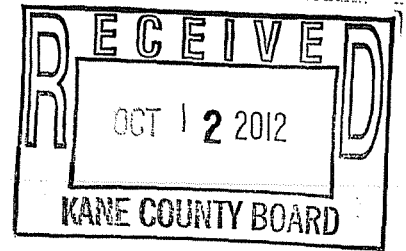


County of Kane
Office of County Board
Kane County Government Center



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 DeKalb County

Submitted By: Rick Anselme

Date Submitted: 10/12/12

Examined By: Joseph Luke
(Print Name)

[Signature]
(Signature)

10-16-12
(Date)

Post on Web: Yes No Atty Initials [Signature]

Comments: _____

Chairman Signed: Yes No Date: October 16, 2012

Document Returned To: Rick Anselme via E/O
10/26/12

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 12 - 285

**AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR JUVENILE
DETENTION BEDS WITH DEKALB 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

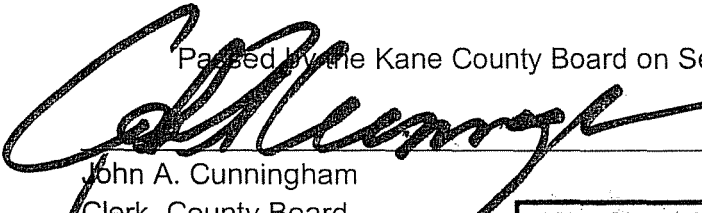
WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. Seq, provides that any county and participate in an intergovernmental agreement under this act notwithstanding the absence of specific authority under the State law to perform the service involved provided that the unit of local government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

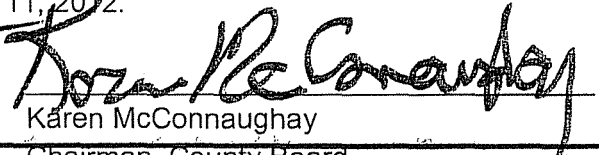
WHEREAS, DeKalb County desires to enter into an intergovernmental agreement with Kane County wherein Kane County will guarantee housing for seven (7) DeKalb County juvenile inmates at its Juvenile Justice Center with a per diem charge of \$100.00 (one hundred dollars); and

WHEREAS, the intergovernmental agreement with DeKalb County is for a five (5) year period terminating five years after the acceptance by all parties hereto. The agreement shall be reviewed three (3) years from the date of commencement for appropriateness of fees. This agreement may be amended with the 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.


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 DeKalb, (a copy of which shall be filed with the Kane County Clerk) for Juvenile Detention Services.

Passed by the Kane County Board on September 11, 2012.


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


Karen McConaughay
Chairman, County Board
Kane County, Illinois

Vote:
Yes 25
No 0
Voice _____
Abstentions _____
9DeKalbBeds _____

STATE OF ILLINOIS
COUNTY OF KANE
DATE OCT 11 2012
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 # 12-285

Resolution Ordinance
Name Authorizing An Intergovernmental Agreement For Juvenile Detention Beds With Dekalb County

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: Kane County is entering into a new Intergovernmental Agreement with DeKalb County. DeKalb County has been utilizing the Juvenile Justice Center since it opened in 1997, and even before that dating back to the old Kane County Youth Home. This new agreement is a five (5) year agreement that shall be reviewed in three (3) years for appropriateness of fees. Per the agreement, Kane County shall make available at least seven (7) beds to DeKalb County with a per diem charge of \$100.00 per day, per minor. Any admissions accepted after the agreed upon limit of seven (7) beds, will be billed at a rate of \$110.00 per day, per minor. Minors admitted into the Challenge Program will be billed at a rate of \$115.00 per day, per minor. This agreement may be renewed thirty (30) days prior to the expiration date for a period not to exceed one (1) year for each renewal.

Attachments:

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

Resolution/Ordinance Tracking:

Assigned Committee: Judicial/Public Safety Passed Sent to: Executive on: 08/24/2012

If Other, specify:

Committee Remarks:

Next Committee: Executive Passed Sent to: County Board on: 09/05/2012

If Other, specify:

Committee Remarks:

Next Committee: Sent to: on:

Committee Remarks:

County Board Date: 09/11/2012



JOHN J. ACARDO
OFFICE OF THE DEKALB
COUNTY CLERK & RECORDER

State of Illinois }
County of DeKalb

Certificate

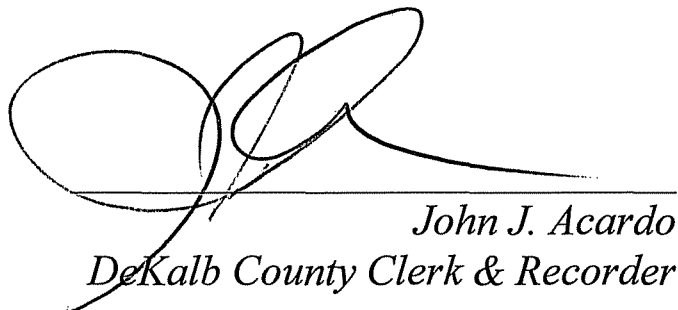
I, John J. Acardo , County Clerk and Keeper of the Records for the County of DeKalb, in the State of Illinois, do hereby certify the attached is a true, perfect and complete copy of

Resolution R2012-55

adopted by the County Board of DeKalb County at its regular meeting held at Sycamore, Illinois on the 15st day of August 2012.

In Testimony whereof, I have subscribed my hand and affixed the seal of DeKalb County, in my office in the City of Sycamore, on this 16th day of August, 2012.

SEAL



John J. Acardo
DeKalb County Clerk & Recorder

RESOLUTION

#R2012 - 55

Whereas, the County of DeKalb has an obligation to provide for the detention of juvenile offenders pursuant to the Juvenile Court Act 705 ILCS 405/5, and

Whereas, the County of DeKalb has no facility suitable for providing such detention services, and

Whereas, for some time the Counties of Kane and DeKalb have, through written agreements, shared juvenile detention facilities to their mutual benefit and to the benefit of their citizens and taxpayers, and

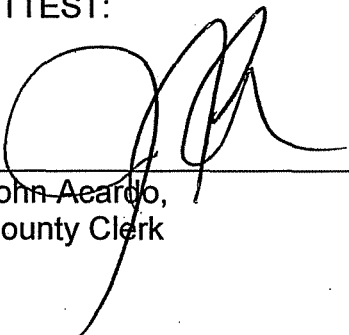
Whereas, DeKalb County will be a member of the new Twenty-third Judicial Circuit effective December 1, 2012, and

Whereas, DeKalb County has a long history of cooperation with Kane County, a member of the Sixteenth Judicial Circuit, and

Whereas, both Counties desire to continue this mutually beneficial relationship and share the facility owned and operated by the County of Kane and have negotiated an Intergovernmental Agreement attached to this Resolution and does direct the Chairman to execute the same and transmit it to the County of Kane.

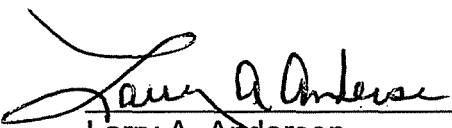
PASSED AT SYCAMORE, ILLINOIS THIS 15th DAY OF AUGUST 2012, A.D.

ATTEST:



John Aeardo,
County Clerk

SIGNED:



Larry A. Anderson,
Chairman, DeKalb County Board

AGREEMENT

This AGREEMENT is made between the COUNTY OF DEKALB, a local unit of government, (hereinafter referred to as "DEKALB COUNTY") and the COUNTY OF KANE, a local unit of 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 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, the COUNTY OF DEKALB 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 DEKALB 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 DEKALB 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 DEKALB 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 SIXTEENTH JUDICIAL CIRCUIT and the DESIGNATED PROBATION OFFICER (hereinafter, referenced as "AUTHORIZED DEKALB COUNTY OFFICIAL") are authorized to request detention services for juveniles in a secure detention facility; and

WHEREAS, the COUNTY OF DEKALB 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. Upon date of approval by DEKALB COUNTY and KANE COUNTY the AGREEMENT commences on December 1, 2012 and will continue for a period of five (5) years from that date on December 1, 2017. This contract shall be reviewed on December 1, 2015, three (3) years from the date of commencement for appropriateness of fees.
3. HOUSING

3.1 KANE COUNTY agrees to provide temporary custody, specifically housing and detention services for minors authorized by KANE COUNTY, pursuant to DEKALB COUNTY WHILE REMAINING 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 DEKALB COUNTY shall send and KANE COUNTY shall daily accept minors authorized by KANE COUNTY for detention. It is further agreed that KANE COUNTY shall make available to DEKALB COUNTY at least seven (7) beds. All housing provided by KANE COUNTY shall be at the Juvenile Justice Center located at 37W655 Route 38 St. Charles, Illinois.

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

3.3 When eight (8) or more minors require detention, prior to sending a minor, an AUTHORIZED DEKALB 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.

4. COMMUNICATION BETWEEN KANE AND DEKALB COUNTY

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

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

4.1.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.

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

4.1.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,).

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

4.2 The following ongoing information shall be exchanged between Detention Centers:

4.2.a. KANE COUNTY shall immediately provide DEKALB COUNTY with timely information, as soon as is practical thereafter, regarding any extraordinary or unusual occurrences involving any minor detained by DEKALB 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 DEKALB COUNTY with timely information, regarding any extraordinary or unusual occurrences involving any minor detained by DEKALB 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.

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

5. 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 DEKALB COUNTY shall be commensurate to services offered to all other minors housed by KANE COUNTY.

6. TRANSPORTATION OF MINORS

6.1 An AUTHORIZED DEKALB 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. DEKALB COUNTY is custodian of the minor when providing transportation. Except for emergency situations, an AUTHORIZED DEKALB COUNTY OFFICIAL will provide notice to KANE COUNTY one day prior to any transport.

6.2 It is further expressly agreed by and between the parties hereto that minors housed in KANE COUNTY for DEKALB 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 Sixteenth Judicial Circuit), except for emergency health care services.

7. HEALTH CARE SERVICES

7.1 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 DEKALB COUNTY in keeping with services made available to other minors housed in KANE COUNTY.

7.2 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, DEKALB 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.

7.3 In the event a minor detained for DEKALB COUNTY is admitted for hospitalization for emergency health care services KANE COUNTY will notify DEKALB COUNTY Probation and Court Services (or other person authorized by the Chief Judge of the Circuit Court for the Sixteenth Judicial Circuit).

8. PAYMENT

8.1 As consideration for the foregoing, DEKALB COUNTY agrees to provide compensation to KANE COUNTY in the amount of \$100.00 per day, per minor for detention beds. Any admissions accepted after the agreed upon limit of 7 beds will be billed at a rate of \$110.00 per day, per minor. 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 DEKALB COUNTY by the tenth day of the month reflecting services provided during the previous month. DEKALB COUNTY shall remit payment within 60 days of such invoice.

9. INDEMNIFICATION

9.1 KANE COUNTY shall indemnify, defend, and hold harmless DEKALB 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 DEKALB 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 DEKALB COUNTY minor in the custody of KANE COUNTY or relating to the maintenance of KANE COUNTY property or premises. DEKALB 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 DEKALB COUNTY minor housed pursuant to this Agreement arising out of any act or omission of DEKALB COUNTY, or any agents, employees, or servants thereof relating to their care, custody, supervision, or transport of any DEKALB COUNTY minor while in the custody of DEKALB 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 DEKALB 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 DEKALB 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.

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


10. 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.
11. 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 Sixteenth Judicial Circuit, State of Illinois.
12. 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.
13. 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.
14. AUTHORIZATION: DEKALB 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 DEKALB COUNTY and KANE COUNTY, legally and enforceable at law and equity against both.
15. 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 DEKALB COUNTY and the KANE COUNTY.

KANE COUNTY

 Karen McConnaughay
 Chairman, Kane County Board
 719 S. Batavia Avenue
 Geneva, Illinois 60134

Date: October 16, 2012

DEKALB COUNTY

 Larry A. Anderson
 Chairman, DeKalb County Board
 200 N. Main St.
 Sycamore, Illinois 60178

Date: _____