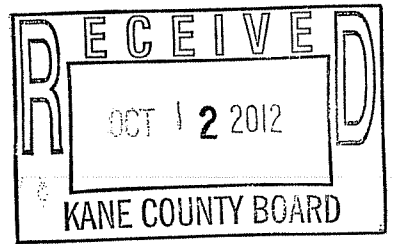


County of Kane
Office of County Board
Kane County Government Center



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 Kendall County

Submitted By:

Rick Anselme

Date Submitted:

10/12/11

Examined By:

Joseph Lykos
(Print Name)

[Signature]
(Signature)

10-16-12
(Date)

Post on Web:

Yes No

Atty Initials JA

Comments:

Hand-delivered. Res. 12-284
(2)

Chairman Signed:

Yes No

Date: October 16, 2012

Document Returned To:

Rick Anselme via I/O
10/26/12

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 12 - 284

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR JUVENILE DETENTION BEDS WITH KENDALL 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

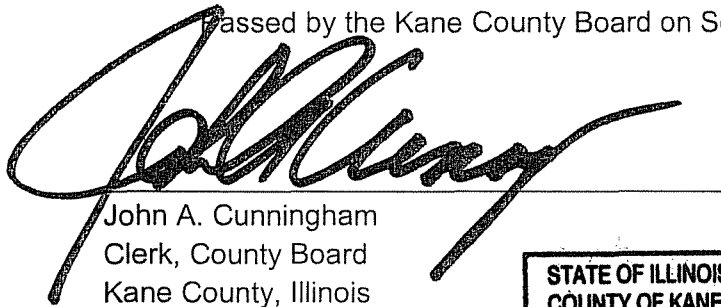
WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq, provides that any county and participate in an intergovernmental agreement under this act notwithstanding the absence of specific authority under the State law to perform the service involved provided that the unit of local government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

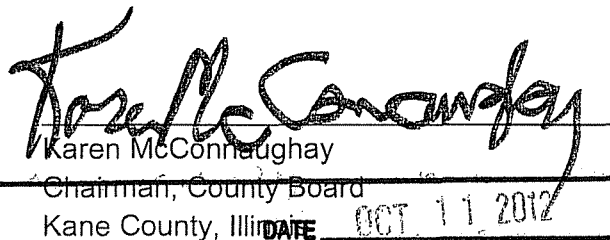
WHEREAS, Kendall County desires to enter into an intergovernmental agreement with Kane County wherein Kane County will guarantee housing for seven (7) Kendall County juvenile inmates at its Juvenile Justice Center with a per diem charge of \$100.00 (one hundred dollars); and

WHEREAS, the intergovernmental agreement with Kendall County is for a three (3) year period terminating three years after the acceptance by all parties hereto. 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 Kendall, (a copy of which shall be filed with the Kane County Clerk) for Juvenile Detention Services.

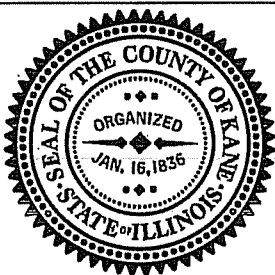
Passed by the Kane County Board on September 11, 2012.


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


Karen McConnaughay
Chairman, County Board
Kane County, Illinois

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

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
DATE OCT 11 2012

John A. Cunningham, Kane County Clerk



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 12-284

- Resolution
- Ordinance

Name Authorizing an Intergovernmental Agreement for Juvenile Detention Beds with Kendall 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: This resolution is for an Intergovernmental Agreement between Kane County and Kendall County and would allow for the Kane County Juvenile Justice Center to make available at least 7 beds for Kendall County minors. The agreement will commence upon the date of approval and will continue for a period of three (3) years from that date. The agreement may be renewed thirty (30) days prior to the expiration date for a period not to exceed one (1) year for each renewal. Prior to December 1, 2012, the current rates will apply as Kendall County agrees to compensate Kane County in the amount of \$90.00 per day for the first six (6) beds and \$100.00 per day for each additional bed thereafter. Kendall County then agrees to compensate Kane County after that date 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.

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:	Executive	on:	08/24/2012
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If Other, specify:

Committee Remarks:

Next Committee:	Executive	Passed	Sent to:	County Board	on:	09/05/2012
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If Other, specify:

Committee Remarks:

Next Committee:	County Board		Sent to:		on:	
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Committee Remarks:

County Board Date: 09/11/2012

INTERGOVERNMENTAL AGREEMENT

This AGREEMENT is made between the COUNTY OF KENDALL, Illinois, a local unit of government, (hereinafter referred to as "KENDALL COUNTY") and the COUNTY OF KANE, Illinois, 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 KENDALL 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 KENDALL 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 KANE and the COUNTY OF KENDALL are 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 KENDALL 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 COURT

SERVICES OFFICER (hereinafter, referenced as "AUTHORIZED KENDALL COUNTY OFFICIAL") are authorized to request detention services for juveniles in a secure detention facility; and

WHEREAS, the COUNTY OF KENDALL 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 and signature by KENDALL COUNTY and KANE COUNTY and will continue for a period of three (3) years from that date, at the fee amounts provided in Section 8.1.

3. HOUSING

3.1 KANE COUNTY agrees to provide temporary custody, specifically housing and detention services for minors authorized by KANE COUNTY, pursuant to the needs of KENDALL 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 KENDALL COUNTY shall send and KANE COUNTY shall daily accept minors authorized by KANE COUNTY for detention. It is further agreed that should KENDALL COUNTY determine separate authorization criteria and screening methods for minors to be detained, KANE COUNTY shall allow KENDALL COUNTY to determine whether a minor is authorized for detainment, after agreement with KANE COUNTY. It is further agreed that KANE COUNTY shall make available to KENDALL COUNTY at least seven (7) beds at a time. KANE COUNTY shall make every attempt to accommodate KENDALL COUNTY when it requires detention of minors, and shall not deny a detention request unless their facility has already reached maximum

capacity, or for a basis otherwise specifically allowed through other provisions to this agreement. KANE COUNTY shall afford KENDALL COUNTY minors preference over all other jurisdictions, (except Kane and DeKalb Counties), in Illinois that might request detention services at any given time. 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 KENDALL 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 KENDALL 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. KANE COUNTY shall make every attempt to accommodate KENDALL COUNTY when it requires detention of eight (8) or more minors, and shall not deny a detention request unless their facility has already reached maximum capacity, or for a basis otherwise specifically allowed through other provisions to this agreement.

4. COMMUNICATION BETWEEN KANE AND KENDALL COUNTY

4.1. Prior to admission, an AUTHORIZED KENDALL 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 regarding the juveniles in custody. 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 the Kane County Juvenile Justice Center and Kendall County::

4.2.a. KANE COUNTY shall immediately provide KENDALL COUNTY with timely information, as soon as is practical thereafter, regarding any extraordinary or unusual occurrences involving any minor detained by KENDALL 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 also provide KENDALL COUNTY with timely information, regarding any extraordinary or unusual occurrences involving any minor detained by KENDALL 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. In the case of the escape or attempted escape of a KENDALL COUNTY minor prisoner confined in the Kane County Juvenile Justice Center, the Kane County Chief Judge's Office or the Kane County Juvenile Justice Center shall notify the Sheriffs of Kane and Kendall County promptly by telephone, so they may use all reasonable means to recapture the minor prisoner. The escape of a KENDALL COUNTY minor prisoner must be reported immediately by telephone to the Sheriff of Kendall County. The date of such escape and the return to custody must be reported in writing to the Sheriff of Kendall County within forty-eight (48) hours of said escape.

4.2.c. KENDALL COUNTY shall provide KANE COUNTY with information on any upcoming court hearings and/or scheduled release dates for any minors detained by KENDALL 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 KENDALL COUNTY shall be commensurate to services offered to all other minors housed by KANE COUNTY.

6. TRANSPORTATION OF MINORS

6.1 An AUTHORIZED KENDALL COUNTY OFFICIAL, or the appropriate arresting agency's designated law enforcement official, pursuant to the established policies of KENDALL COUNTY, shall provide for transportation of minors to and from KANE COUNTY for initial admission. Thereafter, an AUTHORIZED KENDALL COUNTY OFFICIAL shall provide transportation of minors to and from KANE COUNTY for scheduled off-site health care services, court-ordered furloughs and court hearings. Yet, in the case of non-scheduled off-site medical care services, such as emergency hospital care,

KANE COUNTY shall provide such transportation as is necessary for the juvenile to receive such care. Nothing in this agreement shall be construed to place an obligation upon KENDALL COUNTY to provide transportation for a minor following release if such obligation does not already exist. KENDALL COUNTY is custodian of the minor when providing transportation. Except for emergency situations, an AUTHORIZED KENDALL 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 KENDALL COUNTY may not be removed by any person or persons without an order or writ from a court of competent jurisdiction or permission from an AUTHORIZED KENDALL COUNTY OFFICIAL (or other person authorized by the Chief Judge of the Circuit Court for the Sixteenth Judicial Circuit until December 3, 2012 when such person must be authorized by the Chief Judge of the Circuit Court for the Twenty Third 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 KENDALL 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, KENDALL 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 KENDALL COUNTY is admitted for hospitalization for emergency health care services KANE COUNTY will notify the AUTHORIZED KENDALL COUNTY OFFICIAL (or other person authorized by the Chief Judge of the Circuit Court for the Sixteenth Judicial Circuit until December 3, 2012, at which time such person must be authorized by the Chief Judge of the Circuit Court for the Twenty Third Judicial Circuit).

8. FEES AND PAYMENT

8.1 As consideration for the foregoing, KENDALL 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 KENDALL COUNTY by the tenth day of the month reflecting services provided during the previous month. KENDALL COUNTY shall remit payment within 60 days after receipt of such invoice.

9. INDEMNIFICATION

9.1 KANE COUNTY shall be responsible for and shall indemnify, defend with counsel of KENDALL COUNTY's own choosing, and hold harmless KENDALL COUNTY and its past, present and future board members, elected officials, insurers, 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 KENDALL 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 KENDALL COUNTY minor in the custody of KANE COUNTY or relating

to the maintenance of KANE COUNTY property or premises, to the fullest extent authorized by law.

KENDALL COUNTY shall be responsible for and shall indemnify, defend with counsel of KANE COUNTY's own choosing, and hold harmless KANE COUNTY and its past, present and future board members, elected officials, insurers, agents, officers, and employees against any and all liabilities, claims, demands or suits arising out of the performance of this agreement by KENDALL COUNTY or suits brought by any KENDALL COUNTY minor housed pursuant to this Agreement arising out of any practice, policy, rule, regulation, act or omission of KENDALL COUNTY, or any agents, employees, or servants thereof relating to their care, custody, supervision, or transport of any KENDALL COUNTY minor while in the custody of KENDALL COUNTY, to the fullest extent authorized by law.

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 KENDALL COUNTY juveniles during contractual incarceration shall be the sole responsibility of KANE COUNTY.

KANE COUNTY agrees that it shall maintain general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each occurrence with \$10,000,000 million in aggregate and comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit. KANE COUNTY's auto liability and general liability coverage shall be primary coverage in circumstances of alleged or proved errors or negligence by KANE COUNTY or KANE COUNTY's employees. KANE COUNTY's coverage shall name the County of Kendall as an additional insured, with its members, representatives, officers, agents and employees. Certificates of such insurance detailing the coverage therein shall be available to the County of KENDALL 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. EFFECTIVE DATE, AMENDMENT, MODIFICATION AND RENEWAL: This AGREEMENT shall become effective upon the date of acceptance by all parties hereto. However, the rates pursuant to Section 8.1 shall not be charged until after December 1, 2012. Prior to December 1, 2012, the rates currently paid for the services described within this agreement shall remain \$90.00 per day for each of the first six (6) beds utilized at the same time and \$100 per day for each additional bed thereafter. 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 a preceding Section 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. In the case of notice to KENDALL COUNTY, any notice shall also be sent to Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204

14. AUTHORIZATION: KENDALL 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 KENDALL 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.
16. RULES AND REGULATIONS: It is agreed by and between the parties hereto that KENDALL COUNTY minor prisoners confined to the KANE COUNTY Juvenile Justice Center facility pursuant to this Agreement are subject to the rules and regulations of the KANE COUNTY Juvenile Justice Center facility and the privileges or restrictions attaching thereto, and are subject to no other rules and regulations or the granting of any privileges attaching to the KENDALL COUNTY Jail.
17. NON DISCRIMINATION: KANE COUNTY agrees that no KENDALL COUNTY minor prisoner confined in the KANE COUNTY Juvenile Justice Center facility under the terms of this contract shall on the grounds of age, gender, race, color, religion or national origin be subjected to discrimination in any manner relating to their confinement.
18. EXECUTION: This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to

be an original and both of which shall constitute one and the same Agreement.

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

KANE COUNTY

Kore McConerty
Chairman, Kane County Board
719 S. Batavia Avenue
Geneva, Illinois 60134

Date: October 16, 2012

KENDALL COUNTY

J. R. [Signature]
Chairman, Kendall County Board
Kendall County Office of Administrative Services
111 W. Fox Street
Yorkville, Illinois 60560

Date: 8/7/12

INTERGOVERNMENTAL AGREEMENT

This AGREEMENT is made between the COUNTY OF KENDALL, Illinois, a local unit of government, (hereinafter referred to as "KENDALL COUNTY") and the COUNTY OF KANE, Illinois, 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 KENDALL 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 KENDALL 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 KANE and the COUNTY OF KENDALL are 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 KENDALL 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 COURT

SERVICES OFFICER (hereinafter, referenced as "AUTHORIZED KENDALL COUNTY OFFICIAL") are authorized to request detention services for juveniles in a secure detention facility; and

WHEREAS, the COUNTY OF KENDALL 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 and signature by KENDALL COUNTY and KANE COUNTY and will continue for a period of three (3) years from that date, at the fee amounts provided in Section 8.1.
3. HOUSING

3.1 KANE COUNTY agrees to provide temporary custody, specifically housing and detention services for minors authorized by KANE COUNTY, pursuant to the needs of KENDALL 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 KENDALL COUNTY shall send and KANE COUNTY shall daily accept minors authorized by KANE COUNTY for detention. It is further agreed that should KENDALL COUNTY determine separate authorization criteria and screening methods for minors to be detained, KANE COUNTY shall allow KENDALL COUNTY to determine whether a minor is authorized for detainment, after agreement with KANE COUNTY. It is further agreed that KANE COUNTY shall make available to KENDALL COUNTY at least seven (7) beds at a time. KANE COUNTY shall make every attempt to accommodate KENDALL COUNTY when it requires detention of minors, and shall not deny a detention request unless their facility has already reached maximum

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3.3 When eight (8) or more minors require detention, prior to sending a minor, an AUTHORIZED KENDALL 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. KANE COUNTY shall make every attempt to accommodate KENDALL COUNTY when it requires detention of eight (8) or more minors, and shall not deny a detention request unless their facility has already reached maximum capacity, or for a basis otherwise specifically allowed through other provisions to this agreement.

4. COMMUNICATION BETWEEN KANE AND KENDALL COUNTY

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

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4.1.b. Any available health care information regarding the juveniles in custody. 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 the Kane County Juvenile Justice Center and Kendall County::

4.2.a. KANE COUNTY shall immediately provide KENDALL COUNTY with timely information, as soon as is practical thereafter, regarding any extraordinary or unusual occurrences involving any minor detained by KENDALL 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 also provide KENDALL COUNTY with timely information, regarding any extraordinary or unusual occurrences involving any minor detained by KENDALL 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. In the case of the escape or attempted escape of a KENDALL COUNTY minor prisoner confined in the Kane County Juvenile Justice Center, the Kane County Chief Judge's Office or the Kane County Juvenile Justice Center shall notify the Sheriffs of Kane and Kendall County promptly by telephone, so they may use all reasonable means to recapture the minor prisoner. The escape of a KENDALL COUNTY minor prisoner must be reported immediately by telephone to the Sheriff of Kendall County. The date of such escape and the return to custody must be reported in writing to the Sheriff of Kendall County within forty-eight (48) hours of said escape.

4.2.c. KENDALL COUNTY shall provide KANE COUNTY with information on any upcoming court hearings and/or scheduled release dates for any minors detained by KENDALL 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 KENDALL COUNTY shall be commensurate to services offered to all other minors housed by KANE COUNTY.

6. TRANSPORTATION OF MINORS

6.1 An AUTHORIZED KENDALL COUNTY OFFICIAL, or the appropriate arresting agency's designated law enforcement official, pursuant to the established policies of KENDALL COUNTY, shall provide for transportation of minors to and from KANE COUNTY for initial admission. Thereafter, an AUTHORIZED KENDALL COUNTY OFFICIAL shall provide transportation of minors to and from KANE COUNTY for scheduled off-site health care services, court-ordered furloughs and court hearings. Yet, in the case of non-scheduled off-site medical care services, such as emergency hospital care,

KANE COUNTY shall provide such transportation as is necessary for the juvenile to receive such care. Nothing in this agreement shall be construed to place an obligation upon KENDALL COUNTY to provide transportation for a minor following release if such obligation does not already exist. KENDALL COUNTY is custodian of the minor when providing transportation. Except for emergency situations, an AUTHORIZED KENDALL 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 KENDALL COUNTY may not be removed by any person or persons without an order or writ from a court of competent jurisdiction or permission from an AUTHORIZED KENDALL COUNTY OFFICIAL (or other person authorized by the Chief Judge of the Circuit Court for the Sixteenth Judicial Circuit until December 3, 2012 when such person must be authorized by the Chief Judge of the Circuit Court for the Twenty Third 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 KENDALL 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, KENDALL 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 KENDALL COUNTY is admitted for hospitalization for emergency health care services KANE COUNTY will notify the AUTHORIZED KENDALL COUNTY OFFICIAL (or other person authorized by the Chief Judge of the Circuit Court for the Sixteenth Judicial Circuit until December 3, 2012, at which time such person must be authorized by the Chief Judge of the Circuit Court for the Twenty Third Judicial Circuit).

8. FEES AND PAYMENT

8.1 As consideration for the foregoing, KENDALL 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 KENDALL COUNTY by the tenth day of the month reflecting services provided during the previous month. KENDALL COUNTY shall remit payment within 60 days after receipt of such invoice.

9. INDEMNIFICATION

9.1 KANE COUNTY shall be responsible for and shall indemnify, defend with counsel of KENDALL COUNTY's own choosing, and hold harmless KENDALL COUNTY and its past, present and future board members, elected officials, insurers, 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 KENDALL 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 KENDALL COUNTY minor in the custody of KANE COUNTY or relating

to the maintenance of KANE COUNTY property or premises, to the fullest extent authorized by law.

KENDALL COUNTY shall be responsible for and shall indemnify, defend with counsel of KANE COUNTY's own choosing, and hold harmless KANE COUNTY and its past, present and future board members, elected officials, insurers, agents, officers, and employees against any and all liabilities, claims, demands or suits arising out of the performance of this agreement by KENDALL COUNTY or suits brought by any KENDALL COUNTY minor housed pursuant to this Agreement arising out of any practice, policy, rule, regulation, act or omission of KENDALL COUNTY, or any agents, employees, or servants thereof relating to their care, custody, supervision, or transport of any KENDALL COUNTY minor while in the custody of KENDALL COUNTY, to the fullest extent authorized by law.

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 KENDALL COUNTY juveniles during contractual incarceration shall be the sole responsibility of KANE COUNTY.

KANE COUNTY agrees that it shall maintain general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each occurrence with \$10,000,000 million in aggregate and comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit. KANE COUNTY's auto liability and general liability coverage shall be primary coverage in circumstances of alleged or proved errors or negligence by KANE COUNTY or KANE COUNTY's employees. KANE COUNTY's coverage shall name the County of Kendall as an additional insured, with its members, representatives, officers, agents and employees. Certificates of such insurance detailing the coverage therein shall be available to the County of KENDALL 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. **EFFECTIVE DATE, AMENDMENT, MODIFICATION AND RENEWAL:** This AGREEMENT shall become effective upon the date of acceptance by all parties hereto. However, the rates pursuant to Section 8.1 shall not be charged until after December 1, 2012. Prior to December 1, 2012, the rates currently paid for the services described within this agreement shall remain \$90.00 per day for each of the first six (6) beds utilized at the same time and \$100 per day for each additional bed thereafter. 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 a preceding Section 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. In the case of notice to KENDALL COUNTY, any notice shall also be sent to Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204

14. **AUTHORIZATION:** KENDALL 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 KENDALL 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.
16. **RULES AND REGULATIONS:** It is agreed by and between the parties hereto that KENDALL COUNTY minor prisoners confined to the KANE COUNTY Juvenile Justice Center facility pursuant to this Agreement are subject to the rules and regulations of the KANE COUNTY Juvenile Justice Center facility and the privileges or restrictions attaching thereto, and are subject to no other rules and regulations or the granting of any privileges attaching to the KENDALL COUNTY Jail.
17. **NON DISCRIMINATION:** KANE COUNTY agrees that no KENDALL COUNTY minor prisoner confined in the KANE COUNTY Juvenile Justice Center facility under the terms of this contract shall on the grounds of age, gender, race, color, religion or national origin be subjected to discrimination in any manner relating to their confinement.
18. **EXECUTION:** This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to

be an original and both of which shall constitute one and the same Agreement.

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

KANE COUNTY


Date: 10/16/12
Chairman, Kane County Board
719 S. Batavia Avenue
Geneva, Illinois 60134

KENDALL COUNTY


Date: 8/7/12
Chairman, Kendall County Board
Kendall County Office of Administrative Services
111 W. Fox Street
Yorkville, Illinois 60560