

INTERGOVERNMENTAL AGREEMENT

This AGREEMENT is made between the COUNTY OF DUPAGE, Illinois, a local unit of government, (hereinafter referred to as “DUPAGE 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 has authority to perform the service; and

WHEREAS, the COUNTY OF DUPAGE 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 DUPAGE 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 DUPAGE 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 DUPAGE 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 EIGHTEENTH JUDICIAL CIRCUIT and the DESIGNATED COURT SERVICES STAFF (hereinafter, referenced as “AUTHORIZED DUPAGE COUNTY OFFICIAL”) are authorized to request detention services for juveniles in a secure detention facility; and

WHEREAS, the COUNTY OF DUPAGE may expend tax receipts for detention services pursuant to an agreement with the COUNTY OF KANE (55 ILCS 75/9.3);

WHEREAS, on February 6, 2020, the County of DuPage entered into an agreement with the County of Kane to provide temporary custody, specifically housing and detention services for minors authorized by the County of DuPage (“the Agreement”);

WHEREAS, the Agreement contained a provision in paragraph 11, which provided that the “AGREEMENT shall be reviewed in two (2) years from the date of commencement for appropriateness of fees and a new per diem rate may be negotiated;”

WHEREAS, the Parties renegotiated the per diem rate and came to an accord, which was memorialized in an addendum to the Agreement;

WHEREAS, on February 28, 2023, the Kane County Board approved an addendum to the Agreement related to the per diem rate;

WHEREAS, on May 23, 2023, the DuPage County Board approved the addendum to the Agreement;

WHEREAS, the addendum to the agreement set forth that the terms of the Agreement will remain in effect until the expiration of the agreement on February 1, 2024;

WHEREAS, the Agreement expired on February 1, 2024; and

WHEREAS, the Parties have renegotiated a new Agreement, upon terms specified herein, in which the County of Kane will continue to provide temporary custody, specifically housing and detention services for minors authorized by the County of DuPage.

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 DUPAGE COUNTY and KANE COUNTY and will continue from date of signing to February 1, 2028.

3. HOUSING

3.1 KANE COUNTY agrees to provide temporary custody, specifically housing and detention services for minors authorized by and, pursuant to the needs of DUPAGE COUNTY, while remaining in compliance with all statutory requirements as delineated in Illinois Criminal Law and Procedures, the Illinois Juvenile Court Act, Administrative Office of Illinois Court (AOIC), Illinois Department of Juvenile Justice (IDJJ) and Prison Rape Elimination Act (PREA) Standards. This includes NOT detaining status offenders and/or contempt of court offenders whose detainment originates from status offenses in accordance with the Juvenile Court Act. It is agreed that DUPAGE COUNTY shall not be denied housing based on occupancy.

3.2 It is agreed that DUPAGE COUNTY shall utilize their current DUPAGE County Juvenile Detention Screening Instrument and Authorization form to authorize detainment until a statewide screening instrument is implemented; at which time, the new instrument is utilized. All housing provided by KANE COUNTY shall be at the Juvenile Justice Center located at 37W655 Route 38, St. Charles, Illinois.

3.3 In the event that a DUPAGE County juvenile offender presents with a mental health or medical condition that requires specialized inpatient treatment, in line with AOIC standards, KANE COUNTY shall refuse intake for the minor until the minor is determined to be stabilized by a qualified mental health or medical professional, and whose aftercare or follow-up treatment is appropriate for detention in a juvenile facility

3.4 KANE COUNTY shall detain all DUPAGE COUNTY juvenile offenders who require detention on a juvenile case, in accordance with the Juvenile Court Act, and are younger than twenty-one years of age, as outlined above. KANE COUNTY shall not continue to detain any DUPAGE COUNTY juvenile offender eighteen years of age or older and prosecuted as an adult who requires detention on a criminal case pending under the jurisdiction of the Code of Criminal Procedure of 1963.

4. COMMUNICATION BETWEEN KANE AND DUPAGE COUNTY

4.1 Prior to admission, an AUTHORIZED DUPAGE COUNTY OFFICIAL or sworn peace officer shall contact the Kane County Juvenile Justice Center for screening purposes and provide the following information:

- (a) A court order or a warrant authorizing the detention of the minor.
- (b) All health care and mental health information shall be provided to KANE COUNTY medical and mental health personnel in keeping with all applicable regulations and statutes.
- (c) Contact information for the detained minor's parent(s) and/or guardian(s).
- (d) Any information regarding the juvenile in custody, pertinent to ensuring the safety, security and welfare of the detained minor (e.g. alleged or underlying offense(s), criminal history, and immediate medical and/or mental health care issues).
- (e) Information regarding the date, time, and place of the detained minor's next court hearing.
- (f) Date and time of detention hearing, and whether the hearing will be in person (including name of transporting agency) or virtual (upon request, zoom court will be made available as needed).

4.2 The following ongoing information shall be exchanged between the Kane County Juvenile Justice Center and DUPAGE County:

- (a) KANE COUNTY shall provide DUPAGE COUNTY with timely information, as soon as is practical thereafter, regarding any extraordinary or unusual occurrences involving any minor detained by DUPAGE 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; a medical emergency requiring emergency services outside of the Kane County Juvenile Justice Center; assaultive behavior by or toward the minor; ongoing or significant disregard for the rules and regulations of the Kane County Juvenile Justice Center by the minor; any incidents involving the minor which result in the filing of a police report or placement of the minor on behavior stabilization programming. KANE COUNTY will also

make every effort to provide the parent/guardian of a detained DuPage County youth with the same information, in a timely manner.

(b) In the case of the escape or attempted escape of a DUPAGE COUNTY minor 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 DUPAGE County promptly by telephone, so they may use all reasonable means to recapture the minor. The escape of a DUPAGE COUNTY minor must be reported immediately by telephone to the Sheriff of DUPAGE County. The date of such escape and the return to custody must be reported in writing to the Sheriff of DUPAGE County within forty-eight (48) hours of said escape.

(c) DUPAGE COUNTY shall provide KANE COUNTY with information on any upcoming court hearings and/or scheduled release dates for any minors detained by DUPAGE COUNTY.

(d) DUPAGE COUNTY shall provide KANE COUNTY with any subsequent information regarding the juvenile in custody, including serious mental health concerns or behaviors that could pose a risk to staff or other detained minors.

(e) The DuPage County Director of Probation and Court Services shall assign a staff member as a liaison to KANE COUNTY for all minors detained for DUPAGE COUNTY at the Kane County Juvenile Justice Center. This staff member, or his/her designee, shall have access to all minors detained by DUPAGE COUNTY at the Kane County Juvenile Justice Center upon advanced notice to the on-duty supervisor at the Kane County Juvenile Justice Center.

5. SCOPE OF DETENTION SERVICES: KANE COUNTY shall provide minors with detention services as provided for in the Juvenile Court Act of 1987 (705 ILCS 405), all other governing statutes, and all detention regulations promulgated by the IDJJ, AOIC, and PREA Standards. Services offered to minors housed for DUPAGE COUNTY shall be commensurate to services offered to all other minors housed by KANE COUNTY. KANE COUNTY shall make available IDJJ, AOIC and PREA Inspection Reports to DUPAGE COUNTY.

5.1 Resident supervision and programs shall comply with all IDJJ, AOIC and PREA Standards, to include:

(a) Cognitive behavioral programming.

(b) Daily education provided by licensed teachers.

(c) Mental Health Services at an appropriate level to address mental health and safety needs.

5.2 KANE COUNTY shall provide DUPAGE COUNTY detention behavior reports for detained minors twenty-four (24) hours prior to scheduled court appearances.

6. TRANSPORTATION OF MINORS

An AUTHORIZED DUPAGE COUNTY OFFICIAL, or the appropriate arresting agency's designated law enforcement official, pursuant to the established policies of DUPAGE COUNTY, shall provide for transportation of minors to and from KANE COUNTY for initial admission. Thereafter, an AUTHORIZED DUPAGE COUNTY OFFICIAL shall provide transportation of minors to and from KANE COUNTY for scheduled off-site health care services, court-ordered furloughs, IDJJ commitments, residential placement dispositions 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. For the expense and staffing of such trip, DUPAGE COUNTY shall compensate KANE COUNTY for mileage (current IRS rate) and any other transportation expenses incurred (i.e. tolls, parking, etc.), and additionally, for off-site staffing coverage required for the minor at an hourly rate of \$79.50 per hour, the combined overtime rate of two (2) entry level youth counselors; DUPAGE COUNTY is custodian of the minor when providing transportation. Except for emergency situations, an AUTHORIZED DUPAGE COUNTY OFFICIAL will provide notice to KANE COUNTY one day prior to any transport.

7. HEALTH CARE SERVICES

7.1 KANE COUNTY shall provide basic health care services as outlined by IDJJ and AOIC standards. In accordance with AOIC standards, all residents will receive a physical examination within seven (7) days if they return from their detention hearing.

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 and 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 prescribed medications. With the assistance of DUPAGE COUNTY, KANE COUNTY shall coordinate with the parent(s) or guardian(s) to obtain insurance information. In the event the minor is not covered by medical insurance, DUPAGE COUNTY shall be responsible and bear any and all expenses arising from any prescribed medications or medical services provided to the minor at a facility outside of the Kane County Juvenile Justice Center. DUPAGE COUNTY will reimburse KANE COUNTY for all lab fees, X-rays and prescription medications. As between KANE COUNTY and DUPAGE COUNTY, DUPAGE COUNTY shall become the responsible party and bear any and all payments of outstanding medical bills but shall retain any rights it may have to seek reimbursement from the minor, the minor's parent(s)/guardians(s), any insurance carrier, or any other responsible party.

7.3 In the event a minor detained for DUPAGE COUNTY is admitted for hospitalization for emergency health care services, KANE COUNTY will immediately notify DUPAGE COUNTY Probation and Court Services (or other person authorized by the Chief Judge of the Circuit Court for the Eighteenth Judicial Circuit). DUPAGE COUNTY shall compensate KANE COUNTY for mileage (current IRS rate) and any other transportation expenses incurred (i.e. tolls, parking, etc.), and additionally, for off-site staffing coverage required for the minor at an hourly rate of \$79.50.

7.4 The parties agree that the intent of juvenile detention is to house delinquent minors pending court proceedings; it is not to be used in lieu of treatment for minors in need of mental health treatment such as psychological services or specialized medical care. Minors who require mental health treatment at a level of care higher than an outpatient setting are not appropriate for detention. These minors will need to obtain the proper treatment in the appropriate medical or mental health care facility and be medically and/or psychologically stable before they are accepted for detention.

8. FEES AND PAYMENT

8.1 As consideration for the foregoing, DUPAGE COUNTY agrees to provide compensation to KANE COUNTY for the following detention services:

- (a) Per diem fee: The amount of \$175.00 per day, per minor for occupied detention beds. KANE COUNTY shall provide an invoice to DUPAGE COUNTY by the tenth day of the month reflecting services provided during the previous month. DUPAGE COUNTY shall remit payment within 60 days after receipt of such invoice.
- (b) Transport fees: Any out-of-building transport provided by KANE COUNTY for DUPAGE COUNTY will be in the amount of \$79.50 per hour, the combined overtime rate of two (2) entry level youth counselors; Transport to IDJJ will require a flat rate of \$100.
- (c) Medical fees: DUPAGE COUNTY will reimburse KANE COUNTY for all lab fees, X-rays and prescription medications.

9. INDEMNIFICATION

9.1 KANE COUNTY shall be responsible for and shall indemnify, defend with counsel of DUPAGE COUNTY's own choosing, and hold harmless DUPAGE 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 DUPAGE 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 DUPAGE 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.

DUPAGE 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 DUPAGE COUNTY or suits brought by, or on behalf of, any DUPAGE COUNTY minor housed pursuant to this Agreement, arising out of any practice, policy, rule, regulation, act or omission of DUPAGE COUNTY, or any agents, employees, or servants thereof relating to their care, custody, supervision, or transport of any DUPAGE COUNTY minor while in the custody of DUPAGE 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, clothing and related medical expenses of KANE COUNTY or their agents or employees which may result from the presence of DUPAGE 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 DUPAGE 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 DUPAGE upon execution of this Agreement.

Alternatively, a self-insurance reserve of \$1 million with excess coverage of \$20 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. 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 alternate between the Eighteenth Judicial Circuit, State of Illinois and the Sixteenth Judicial Circuit, State of Illinois, with the first of

any such disputes to be heard exclusively in the Eighteenth Judicial Circuit and the next in the Sixteenth Judicial Circuit.

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 DUPAGE COUNTY, any notice shall also be sent to DUPAGE County State's Attorney, 503 N. County Farm Road, Wheaton, IL 60187. In the case of notice to KANE COUNTY, any notice shall also be sent to Kane County State's Attorney, 100 South Third Street, 4th Floor, Geneva, IL 60134.
14. AUTHORIZATION: DUPAGE 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 DUPAGE 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 DUPAGE COUNTY minors 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. .
17. NON-DISCRIMINATION: KANE COUNTY agrees that no DUPAGE COUNTY minor 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. PREA Compliance: As of the date of execution of this AGREEMENT, the KANE COUNTY Juvenile Justice Center Superintendent has adopted and the KANE COUNTY Juvenile Justice Center is in substantial compliance with the national standards to prevent, detect, and respond to sexual abuse and sexual harassment as outlined in the applicable provisions of the Prison Rape Elimination Act (PREA) 28 C.F.R. Parts 115.5 through 28 C.F.R. 115.405 including monitoring to ensure compliance with said standards.

19. 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 DUPAGE COUNTY and the KANE COUNTY.

KANE COUNTY

Signature on file

Date: 2-2-24

Andrea R. O'Brien
Court Administrator
37W777 Route 38, Suite 400A
St. Charles, IL 60175

DUPAGE COUNTY

Signature on file

Date: 2-2-24

Deborah A. Conroy
Chair, DuPage County Board
421 N. County Farm Road
Wheaton, IL 60187