

**INTERGOVERNMENTAL AGREEMENT FOR SALE OF BED SPACE IN THE
CHAMPAIGN COUNTY JUVENILE DETENTION CENTER**

Whereas, the County of Champaign (hereinafter referred to as "Host County") and the County of Macon (hereinafter referred to as "Home County") are units of local government authorized by Section 10 of Article 7 of the Constitution of the State of Illinois to contract to obtain services; and

Whereas, the Home County desires to obtain bed space in the Champaign County Juvenile Detention Center (hereinafter referred to as "the Center") in exchange for a financial payment, and other considerations for services, to the Host County; and

Whereas, the Host County anticipates that it will have bed space available in excess of its current needs, and will make bed space available to the Home County according to the terms of this agreement; and

Whereas, this intergovernmental agreement (hereinafter referred to as "contract") is executed to provide the Home county with bed space in the Center.

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

1. In exchange for financial and other consideration listed below, the Home County expressly states its desire to contract with the Host County for bed space at the Host County Center, based upon the demand for bed space experienced by the Home County; and the Host County agrees to make available up to a total of five (5) beds on any given day pursuant to the terms stated herein, based upon the need experienced by the Home County and provided that the Host County's daily population does not exceed 28. Should the daily population of the facility exceed 33 minors, the host County shall contact the Home County requesting the removal of minors to get the population down to 33 residents. The duration of the contract will be for a period of one year beginning on June 1, 2009. This contract shall automatically renew annually. However, either party may request that the contract be renegotiated based upon the need experienced by the Home County and the space availability of the Host County by providing 90 days written notice to the other party. .
2. The cost for each bed shall be \$75.00 per day for the initial year of this agreement. For the second and succeeding years, the daily charge for bed space shall be increased at a rate equal to the Consumer Price Index (i.e., CPI-U; U.S. City Average; all items; not seasonably adjusted) published by the United States Department of Labor. The change in payment shall be directly proportional to the percent change in the CPI Index between January of the

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current year and January of the preceding year. The change in payment shall not, however increase more than 5% or less than 3% from the preceding contract year.

3. The Home County shall notify the Host County Center in advance to acquire approval for the juvenile's admission to the Center. The Home County shall provide transportation services for any juveniles detained in the Host County Center.
4. The Host County agrees to provide the referred detainee with shelter, supervision, routine medical care via services available at the Center, and nutrition in accordance with the Illinois Department of Corrections standards and regulations for juvenile detention facilities.
5. The Host County shall provide non-emergency, routine medical care via services available at the Center, to juveniles detained in the Center. The Host County shall not, however, be financially liable or responsible for Home County juveniles who receive "non-routine" medical and/or dental treatment while detained in the Center. The Home County is responsible for guaranteeing payment of all costs associated with non-routine medical care. Non-routine medical care includes emergency room care, hospitalization, emergency medical transportation, emergency dental treatment, and all medical expenses including prescription medications, incurred by Home County's detainee while residing in the Host County Center. The Host county will direct all treating entities to directly bill the legally "responsible party" (i.e., parents, medical insurance company, legal custodian, or Medicaid) prior to seeking remuneration from the Home County. The sole exception to this provision will involve those circumstances where a Macon County detainee requires prescription medication, in which case the Home County may be billed directly. Otherwise, the Home County will assume financial responsibility only in the event said juvenile has no medical coverage or ability to pay, or in the event that a balance exists after a payment by others.

In the case of a medical or mental health emergency, the Host County will deliver the juvenile to a hospital. If the juvenile is admitted to the hospital, this will constitute an automatic release from the Center, as Host County has no facilities for guarding juveniles for extended periods outside of the Center. The Host County shall immediately notify the Home County of the medical situation. The Home County shall be responsible for notifying the parents or guardian of the juvenile. The Home County shall be responsible for the cost of the juvenile's medical treatment and/or hospitalization. The Host County will provide security at the hospital for a maximum of six (6) hours from the time that the Home

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County is notified of the juvenile's admission to the hospital. After the six (6) hours, security shall be provided by the Home County.

At anytime following admission to the Host County Center, if the Host County Center personnel determine that a minor is medically or mentally unfit for detention, the Home County shall be notified by Host County Center personnel of said determination. Following the notice, the Home County will have 24 hours to remove the minor from secure custody of the Host County Center.

6. When a Home County detainee causes property damage or physical injury to another person while detained at the Center, the Home County agrees to seek compensation for any and all costs arising out of those damages from the juvenile's legally "responsible party" (i.e., parents, medical insurance company, legal custodian, State of Illinois, or Medicaid). The Home County will assume financial responsibility only in the event said juvenile has no insurance coverage or ability to pay, or in the event that a balance exists after a payment by others.
7. The Home County agrees to save and hold harmless, indemnify and defend the Host County, its employees, officers and agents from all responsibility, claims, damages, or lawsuits for latent injuries or illness that its detainee may be harboring at the time of entering the Center, excluding any wanton and willful misconduct of the Host County, its employees, officers and agents.
8. Only offenders under seventeen (17) years of age, adjudicated delinquent in accordance with the provisions of the Illinois Compiled Statutes, Chapter 705, Section 405/5-101 *et seq.*, or charged with, or under warrants, for a criminal offense as defined by a penal statute of the State of Illinois, or found guilty of direct or indirect criminal contempt may be transmitted. No minor subject to the provisions of Chapter 705, Articles II, III, or IV will be detained. Status offenders will not be accepted under any circumstances

The Home County agrees to use either Champaign County's detention screening criteria or a screening instrument approved by the Probation Division, Administrative Office of the Illinois Courts to determine the appropriateness of secure detention. The Home County further agrees to provide an offense report form detailing the offense information resulting in the request for admission.

Once a court order has been signed ordering a juvenile into detention, it is the responsibility of the Home County to provide the Host county with a copy of the court order in addition to social history reports and information, psychological and psychiatric evaluations and information, medical history

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and any other information which will assist with the safety and supervision of the juvenile. Any intentional or unintentional withholding of such vital information may necessitate the immediate removal of the juvenile from detention by the Home County.

A consent to medical treatment signed by the parents or guardian will be required for admission of Court-ordered detainees. Parent consent forms will be provided within 40 hours on all detainees.

9. The parties to this contract acknowledge that this contract is binding and enforceable on both parties; that the Host County is obligated to provide bed space pursuant to the terms agreed to and that the Home County is obligated to pay for those services according to the charges, terms and conditions outlined above. Either party may terminate this contract with 90 days written notice to the other. Upon the mutual written consent of both parties, the agreement may be terminated sooner.
10. The Center and the Home County agree to provide a contact person available on a twenty-four hour basis. The Center's contact person shall be identified as the Assistant Superintendent or Superintendent and can be contacted at the Center at 217-384-3780. The Home County's contact person shall be identified as the Deputy Director and can be contacted at 217-424-1444 during regular business hours. After normal business hours, the Home County's on-call contact person can be contacted via the Macon County Sheriff's Office at 217-424-1321.
11. Nothing in this contract shall be construed to create a relationship of employer/employee or principal and agent between the parties hereto. In the performance of this agreement, the Center, its employees and agents shall act as and shall be deemed at all times to be independent contractors of the Home County.
12. This document constitutes the entire agreement of the parties and suspends all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. This agreement and all the provisions hereof are intended to be whole and entire, no provision or any part thereof is to be severable.
13. The rights and duties under this contract may not be assigned or transferred without the prior written permission of the other party.

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IN WITNESS WHEREOF, the Parties have caused this Intergovernmental Agreement to
be executed by their authorized representatives on the _____ day of ~~April~~, A.D. 2009.

June

For the Champaign County Board:

C. Pius Weibel

**C. Pius Weibel, Chair
Champaign County Board**

Date: *April 24, 2009*

For the Macon County Board:

Jay Dunn

**Jay Dunn, Chair
Macon County Board**

Date: *6/11/09*