

AGENDA
MACON COUNTY JUSTICE COMMITTEE
October 22, 2020 3:00 P.M.
Macon County Office Building
141 SOUTH MAIN, ROOM 514
Decatur, IL 62523

Due to the COVID-19 pandemic and the Governor's June 26, 2020, Disaster Declaration, the Governor's Executive Orders (including, but not limited to, EO 2020-43) and section 7 of the Open Meetings Act (as amended by P.A. 101-640), this public meeting will permit but not require attendance by members of the Macon County Board by telepresence. Additionally, members of the public are allowed to physically attend, subject to the limitation that no more than 50 people may be allowed to be physically present in the meeting room. In the event that more than 50 people physically attend, preference will be given in the following order: to County Board members, then County staff, then to members of the press, then to members of the general public. Anyone not able to physically attend due to occupancy restrictions may listen to the meeting contemporaneously via the PodBean application described below.

Pursuant to section 7(e)(2) of the Open Meetings Act, the Chair of the County Board has determined that an in-person meeting is not practical or prudent because of the declared disaster. Therefore, County Board members that wish to attend telephonically may do so.

NOTICE TO THOSE ATTENDING IN PERSON

If you plan to physically attend the meeting:

1. Bring a mask/face covering.
2. If you do not have a mask/face covering or refuse to properly wear one, you may be refused entry.

Public comment will be permitted as described below.

Pursuant to section 7(e)(4) of the Open Meetings Act, the meeting will also be live streamed via the PodBean application. Anyone may access the live stream for free at <https://maconcountyboard.podbean.com>. Alternatively, anyone may download the free PodBean app from the Apple App Store or Android Google Play store. If you follow the Macon County Board in the application, you will receive a notification when the meeting goes live.

A verbatim record of the meeting will be made available on the Macon County website, co.macon.il.us, on the PodBean website and application immediately after the meeting's conclusion.

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I. Call to Order

II. Roll Call

Reminder to all committee members – Pursuant to section 7(e)(6), as recently amended by PA 101-640, all votes conducted during this meeting must be conducted as a roll call vote.

III. Approval of Minutes of Prior Meeting - 9/24/2020

IV. Claims

V. Reports

A. Circuit Clerk

B. Circuit Court

C. Coroner -

D. Court Services/Probation –

Macon County Board Resolution Amending the Probation FY20 Budget

Macon County Board Resolution Entering into an Agreement with Peoria County for the Sale of Juvenile Detention Bed Space

E. Emergency Management Agency -

F. Public Building Commission

G. Public Defender –

H. Sheriff –

I. State's Attorney

VI. Citizen Remarks - Public Comment

(Limited to a total of 20 minutes, 5 minutes maximum per person)

Pursuant to Executive Order 2020-10, as extended by Executive Order 2020-39, and the Attorney General's Public Access Bureau Opinion 2020 PAC 62329, public comment will be allowed via email submissions. Submissions must be received by the County Board at the email address jdurham@co.macon.il.us no later than 2 hours before the scheduled start time of the meeting. Comments received will be read into the record at the meeting.

VII. Old Business

VIII. New Business

IX. Closed Session

A. Personnel Issues/Pending Litigation

X. Next Meeting – 11/19/2020

XI. Adjournment

**MACON COUNTY BOARD RESOLUTION
AMENDING THE PROBATION FY20 BUDGET**

RESOLUTION NO.

WHEREAS, the probation department FY'20 budget was approved by the County Board; and

WHEREAS, the Probation Department is requesting a "bucket transfer" to increase one line and decrease another so that the bottom line does not change; and

WHEREAS, the request for the "bucket transfer" is to cover computer equipment in the EDP line; and

WHEREAS, unforeseen circumstances have arisen which give rise to an emergency situation in that services cannot be paid without the amending of this budget; and

WHEREAS, the proposed budget amendments were discussed by the Macon County Justice Committee on October 22, 2020 and recommended for approval to the Macon County Finance Committee, and

WHEREAS, the proposed budget amendments were discussed by the Macon County Finance Committee on November 2, 2020 and recommended for approval by the full Board, and

WHEREAS, the Finance Committee has agreed to the amending of the probation FY'20 budget as follows,

Decreased Expenditure		
001-130-8060	Vehicle Maintenance	\$3,000.00
Increased Expenditure		
001-130-7255	Offender Services	\$3,000.00

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby approves the amendment of the Probation budget as above.

BE IT FURTHER RESOLVED BY THE Macon County Board that this Resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, and APPROVED this 12th day of November, 2020.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin Greenfield, Chairman
Macon County Board

**MACON COUNTY BOARD RESOLUTION
ENTERING INTO AN AGREEMENT WITH
PEORIA COUNTY FOR THE SALE OF
JUVENILE DETENTION BED SPACE**

RESOLUTION NO. G

WHEREAS, Macon County Probation and Court Services Department has currently had an intergovernmental agreement with Peoria County for the sale of five (5) reserved juvenile detention bed spaces, in exchange for a financial payment for the past year; and

WHEREAS, Macon County Probation and Court Services believes that it is in the best interest of Macon County to contract for juvenile detention bed space at the Peoria County Juvenile Detention Center for Macon County juvenile offenders, and recommends the approval of the attached Intergovernmental Agreement; and

WHEREAS, the proposed Intergovernmental agreement was discussed by the Macon County Justice Committee on October 22, 2020 and recommended for approval to the Macon County Finance Committee; and

WHEREAS, the proposed Intergovernmental Agreement was discussed by the Macon County Finance Committee on November 2, 2020 and recommended for approval by the full Board, and

NOW, THEREFORE, BE IT RESOLVED by the Macon County Board that it hereby authorizes the Board Chairman and Director of Court Services to enter into the attached Intergovernmental Agreement for the Sale of Secured Bed Space in the Peoria County Juvenile Detention Center pursuant to the attached agreement for a term of January 1, 2021, to December 31, 2021.

BE IT FURTHER RESOLVED that this Resolution shall become effective upon the adoption thereof.

PRESENTED, PASSED, APPROVED this 12th day of November, 2020.

AYES _____ NAYS _____

MACON COUNTY BOARD
MACON COUNTY, ILLINOIS

ATTEST:

BY:

Josh Tanner, Clerk for the
County of Macon, State of Illinois

Kevin Greenfield, Chairman
Macon County Board

**INTERGOVERNMENTAL AGREEMENT
FOR SALE OF SECURED BED SPACE
IN THE PEORIA COUNTY JUVENILE CENTER**

Whereas, the County of Peoria (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 reserved bed space in the Peoria County Juvenile Detention Center (hereinafter referred to as “the Center”) in exchange for a financial payment; and

Whereas, the Host County will guarantee bed space 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 a specific amount of guaranteed 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 and commitment to contract with the Host County for the use of five (5) guaranteed detention beds for a period of 365 days each contract year beginning on **January 1, 2021**. The Home County expressly states its commitment to renew the terms of this contract for an additional THREE (3) YEARS beyond the initial contract period stated above according to the terms, conditions, and consideration contained in this Intergovernmental Agreement. Contract years shall run consecutively without break or interruption. At the end of this term or any future term, if both parties mutually agree, this contract may be extended for an additional year, pursuant to the provisions of paragraph 4 below. Guaranteed bed space must be used within the period of each contract year. Bed days will not accumulate from one contract year to the next.

2. The Home County shall pay to the Host County the sum of **\$260,495.94** for the five (5) guaranteed beds for the year and for transportation costs as outlined in this contract. This sum represents five (5) guaranteed beds annual rented at a rate of \$142.74 per bed day; and transportation costs for one officer for a total of \$260,495.94. The Home County shall pay to the Host County the hourly wage or wages for the additional transports and or transport the require a second officer. Situations that require the assignment of a second transportation officer shall be mutually agreed upon in advance by both the Home County and the Host County (ex. gender of detainee transported, number of detainees transported at any one time, detainee determined to be high safety or flight risk by home county or host county, etc.). The Host County shall provide the

Home County an invoice of the additional detainee transports on a monthly basis and the Home County shall pay the billed amount within 90 days of the invoice date.

3. The Home County shall pay the amounts due to Peoria County in equal quarterly payments, in advance, said payments will be due and payable for the quarters of the year beginning in January 1, April 1, July 1, and October 1 of the contract year.

4. If both the Home County and the Host County mutually agree to extending the contract for another 3 years, the daily charge for bed space each year 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 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.

5. The Home County has the option to contract for additional detention beds as space is available during any contract year, provided that any payments due the Center are not delinquent. Additional detention beds space is dependent on the Host County's current population, availability of transportation services, and will be determined solely by the Host County. The cost for each additional bed shall be \$80.00 (without transportation) and \$142.74 (with transportation) per day for the first contract year. For the second and any subsequent years of the contract the additional beds shall be charged adjusting for the inflation and growth as discussed in paragraph 4 above. The Host County shall provide the Home County an invoice of the additional detention bed space on a monthly basis and the Home County shall pay the billed amount within 90 days of the invoice date.

The Home County agrees to request that the Court call juvenile detainee cases at the beginning of the docket whenever reasonably possible.

6. The Host County shall provide transportation services: (a) between the Home County and the Center within three (3) hours after a detention determination has been made and the Host County has been notified; and (b) between the Host County and the Home County for scheduled Court appearances on Monday, Wednesday, and Friday at a set time, whenever reasonably possible, so long as such arrangements fall within statutory time constraints, consistent with the Host County's policies related to transportation. There may be times when transportation services are not available and/or be able to accommodate three (3) hour time period, due to unforeseen situations such as, but not limited to inclement weather, mechanical breakdowns, and emergency staffing situations.

The Host County's failure to comply with this provision shall not provide grounds for a breach of contract claim. Instead, non-compliance with this provision will be resolved administratively through the respective Department's Directors.

7. The Host County agrees to provide the referred minor with shelter, supervision, routine medical care, and nutrition in accordance with the Illinois Department of Juvenile Justice (IDJJ) and Administrative Office of Illinois Courts (AOIC) standards and regulations for juvenile detention facilities.

8. The Host County shall provide non-emergency, routine medical care 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 detainees while the juvenile is in the Center. The Home County shall pay the Host County a \$30 physical fee per detainee.

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.

9. In the event that a juvenile detained by the Home County must be admitted to a Peoria area hospital or other local medical/mental treatment facility for a period that will exceed six hours, the Home County agrees to immediately petition the Court for an Order releasing the minor into the custody of the minor's parent or legal guardian, or make arrangements to provide qualified juvenile staff from the Home County to supervise the minor, or reimburse the Host County for all personnel costs necessary to provide additional juvenile staff to supervise the minor, if requested to do so by the Home County.

The agreed upon cost for the Host County to supervise the Home County juveniles who have been admitted to a Peoria hospital or other local medical treatment facility for a period that will exceed six hours, is the \$37 per hour per officer.

10. When a Home County's juvenile causes property damage or physical injury to another person while detained at the Center, the Host County agrees to initially 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) prior to seeking remuneration from the Home County. 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.

11. 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.

12. The Home County agrees to use a detention screening **instrument approved** by the Probation Division, Administrative Office of the Illinois Courts to determine the appropriateness of secure detention. The parties recognize that the use of secure detention for minors charged with status offenses (e.g., truancy, runaway situations, and illegal consumption of alcohol) is inappropriate and inconsistent with State and Federal guidelines. The parties agree that status offenders will not be ordered into secure detention. All minors must be an adjudicated delinquent in accordance with the provisions of the Illinois Compiled Statutes, Chapter 705, Section 405/5, or charged with, or under warrants, for a criminal offense as defined by a penal statute of the State of Illinois, or in violation of a Court Order for Probation. This includes youth on warrants and/or charged with contempt of court when the original offense is a status offense.

13. The Host County has tendered a Certificate of Liability Insurance which has been accepted by the Home County. Liability of the Host County arising out of the services provided in this contract is expressly limited to any amounts payable from that insurance. The Home County shall be provided with thirty (30) days prior notice, in writing, of any Notice of Cancellation or material change of said insurance coverage.

14. The parties to this contract acknowledge that this contract is binding and enforceable on both parties that the Host County is obligated to provide guaranteed bed space in the quantities agreed to and that the Home County is obligated to pay for those services according to the charges, terms and conditions outlined above. The parties may declare this contract null and void for good cause based upon gross negligence, criminal misconduct or failure to abide by the terms and conditions of the contract on the part of either party. The parties may also declare this contract null and void where the substantial performance of the contract has been altered by unforeseen, accidental or events beyond the control of the parties.

15. Should the Home County repudiate this contract for any reason other than as provided in paragraph 14 above, the Home County shall pay to the Host County the costs for each contracted bed and for the number of bed days that had not been prepaid, according to the contract rate specified in this agreement with the Center, and in addition, the Home County shall pay to the Host County a penalty equal to SIXTY (60) DAYS at the contract rate for contract year in force at the time of the repudiation of this contract. The Host County shall also be entitled to any legal or attorney fees necessary to enforce the Host County's rights under the provisions of this paragraph of the contract.

16. 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 the following telephone exchange (309) 634-4201. The Host County has a member of

management present or on call 24 hours a day 365-day year. The Home County's contact person shall be identified as the Director and can be contacted at the following exchange (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 the following exchange (217) 424-1321.

17. Nothing in this agreement 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 contractor of the Home County.

18. 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.

19. The rights and duties under this agreement may not be assigned or transferred without the prior written permission of the other party.

_____ County of Peoria	_____ Title	_____ Date
_____ County of Peoria	_____ Title	_____ Date
_____ County of Macon	_____ Title	_____ Date
_____ County of Macon	_____ Title	_____ Date