Resolution # 2018-06-12-129

Resolution of the County Board
of
Kankakee County, Illinois

RE:  AUTHORIZING THE COUNTY BOARD CHAIRMAN TO SIGN AN
INTERGOVERNMENTAL AGREEMENT FOR THE USE OF RIVER VALLEY
JUVENILE DETENTION CENTER

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3 provides that any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred and enjoyed jointly with any other public agency of this State; and,

WHEREAS, Kankakee County and Will County entered into an intergovernmental agreement in 1996 to construct and operate the River Valley Juvenile Justice Center; and,

WHEREAS, this agreement allowed for Kankakee County to be bought out of its 25% ownership interest in the River Valley Juvenile Justice Center; and,

WHEREAS, Kankakee County and Will County both agree that the previous intergovernmental agreement no longer serves the best interests of either County; and,

WHEREAS, the Chairman of the County Board, State’s Attorney, Director of Probation and Court Services and the Finance Director have negotiated with their counterparts in Will County and recommend the attached intergovernmental agreement; and,

WHEREAS, the Counties have agreed that the total buyout will be $5.5 million, $1 million cash, Will County will release Kankakee all liabilities accrued up to and including April 30, 2018, and the remaining $2.5 million shall be a credit for future detention services; and,

WHEREAS, at the regular Executive Committee, Meeting of May 23, 2018 after review, discussion and consideration, recommends the County Board Chairman be authorized to sign the attached Intergovernmental Agreement for River Valley Juvenile Detention Center.

NOW, THEREFORE, BE IT RESOLVED by the Kankakee County Board that the County Board Chairman is authorized to sign the attached Intergovernmental Agreement for River Valley Juvenile Detention Center.

PASSED and adopted this 12th day of June, 2018.

Andrew H. Wheeler, County Board Chairman

ATTEST:

Dan Hendrickson, County Clerk
INTERGOVERNMENTAL AGREEMENT REGARDING
THE RIVER VALLEY JUVENILE JUSTICE CENTER

THIS AGREEMENT made and entered into by and between The County of Will, Illinois
(“Will County”) and The County of Kankakee, Illinois (“Kankakee County”);

WHEREAS, Will County is a duly organized county operating under the county
executive and township form of government pursuant to the provisions of the laws of the State of
Illinois, including expressly the Counties Code of the State of Illinois, as amended; and,

WHEREAS, Kankakee County is a duly organized county operating under the township
form of government pursuant to the provisions of the laws of the State of Illinois, including
expressly the Counties Code of the State of Illinois, as amended; and,

WHEREAS, Will County and Kankakee County (the “Counties”) both have a need for a
county shelter care and detention home as described in the County Shelter Care and Detention
Home Act for the care and detention of minors as provided for in said act; and,

WHEREAS, in furtherance of this need, the Counties entered into a lease agreement
with the Will County Public Building Commission (“PBC”), which holds title to the River
Valley Juvenile Justice Center (“Center”), 3200 McDonough St., Joliet Illinois; and,

WHEREAS, this lease agreement governs the relationship between the Counties and the
PBC and sets forth the obligations Will County, Kankakee County and the PBC have to one
another; and,

WHEREAS, at the regularly scheduled meeting of the Will County Board on June 21,
2018, it is expected that the lease agreement with the Counties and PBC shall be terminated by
the Will County Board and with this IGA, the Counties have come to an agreement on how the
Counties shall utilize the Center for the term as stated in this IGA.
NOW THEREFORE, IT IS HEREBY MUTUALLY AGREED that Will County and Kankakee County do hereby enter into this agreement pursuant to the authority provided by the Intergovernmental Corporation Act as follows:

TERMS OF AGREEMENT

1. INCORPORATION OF RECITALS
The Counties reaffirm the above and incorporate them by reference into the terms of this Agreement.

2. PURPOSE
The purpose of this agreement is to provide a mutually agreeable arrangement for use of the Center by both Will County and Kankakee County.

3. TERMINATION OF LEASE AGREEMENT
The Counties anticipate that the lease entered into on October 15, 1996 between the PBC and the Counties will be terminated following the execution of this agreement. Until this lease agreement is terminated, Will County agrees to indemnify and hold harmless Kankakee County for any and all obligations Kankakee County retains from this lease agreement. In the event that Kankakee County is required to compensate the PBC for any obligation triggered by this lease agreement after April 30, 2018, Will County agrees to reimbursement Kankakee County within thirty (30) days of Kankakee County submitting written notice to Will County.

4. OWNERSHIP
At the execution of this intergovernmental agreement, Will County shall own 100% of the Center. Kankakee County shall be bought out of its entire ownership interest as outlined in paragraph 5 below.

5. BUY-OUT
Will County shall buy-out Kankakee County of its right to an ownership interest in the Center. The Counties conducted an appraisal of the Center and based on the appraised value agree that Will County is obligated to compensate Kankakee County in the amount of five million, five hundred thousand dollars ($5,500,000) for the purposes of buying out Kankakee County. This compensation shall be paid to Kankakee County in the following manner:

A. One million dollars ($1,000,000) shall be paid to Kankakee County by Will County upon execution of this agreement.

B. Will County shall release Kankakee County from all liabilities associated with the use of the Center up to and including April 30, 2018. This amount is agreed by the Counties to be two million dollars ($2,000,000), or the exact amount due through April 30, 2018.

C. Kankakee County shall pay for the right to house twelve (12) inmates at the Juvenile Justice Center, at the rates and conditions outlined below, and Will County agrees that the first two million, five hundred thousand dollars’ ($2,500,000) or the remaining balance worth of juvenile detention services provided shall be credited to Kankakee County. At the end of this agreement, Will County shall pay any remaining credit to Kankakee County.

6. **RIGHT TO USE JUVENILE JUSTICE CENTER**

Kankakee County has the right to house up to twenty (20) inmates in the Center for the duration of this agreement. Kankakee County is obligated to pay for twelve (12) inmates at the rates outlined below, whether or not Kankakee County actually houses twelve (12) inmates to the Center, except for the final year of this agreement which shall be paid on a per inmates basis.
Payments shall be credited or paid at the end of each calendar month. Each inmate shall be provided the full services as stated below including but not limited to mental health, medical and educational services available at the Center. In FY 2022 juveniles will receive only the basic services following the complete spend down of the existing equity credit. The rates for each year shall be:

A. From May 1, 2018 through November 30, 2018, three hundred and thirty-six thousand dollars ($336,000) for the first twelve (12) inmates. For each additional inmate up to a maximum of 20 total, the rate shall be $150 per inmate per day. All of these juveniles will receive the full range of services.

B. From December 1, 2018, through November 30, 2019, six hundred thousand dollars ($600,000) for the first 12 inmates. For each additional inmate up to a maximum of 20 total, the rate shall be $175 per inmate per day. All of these juveniles will receive the full range of services.

C. From December 1, 2019, through November 30, 2020, six hundred twenty-five thousand dollars ($625,000) for the first 12 inmates. For each additional inmate up to a maximum of 20 total, the rate shall be $200 per inmate per day. All of these juveniles will receive the full range of services.

D. From December 1, 2020, through November 30, 2021, six hundred, fifty thousand dollars ($650,000) for the first 12 inmates. For each additional inmate up to a maximum of 20 total, the rate shall be $225 per inmate per
day. All of these juveniles will receive the full range of services.

E. From December 1, 2021, through November 30, 2022, or until full spend down of the existing equity credit, Kankakee County will pay at a daily rate of $250 per day per juvenile. There is no minimum number of inmates but Kankakee will have the right to place up to 20 inmates. Following the full spend down of the existing equity credit, Kankakee will shift to a basic daily rate of $150 per day or the current out-of-county rate, whichever is greater, per inmate per day.

Will County will provide Kankakee County a quarterly report throughout the duration of this IGA term which shall detail the number of inmates served each week and month as well as the remaining credit Kankakee County has for juvenile detention services.

7. CENTER CLOSURE

In the event that the Center is rendered untenantable by fire, act of God, building maintenance/repairs or other casualty, Kankakee County’s obligations under paragraph 6 are suspended until such a time when the Center becomes tenantable. Kankakee County shall pay only for the days of any one month in which inmates could legally be housed at the Center. In the event that the Center is permanently closed for any reason, as determined by Will County, this agreement shall be terminated and any payments obligated under this agreement be immediately paid to the other party.

8. DURATION OF AGREEMENT
This agreement shall become effective May 1, 2018 and shall remain in effect until November 30, 2022. In the final year of this agreement, the Counties agree to negotiate in good faith for the renewal of this agreement.

9. **ADVICE OF COUNSEL**

The parties acknowledge and agree that they have read and understood the terms of this Agreement and enter into it voluntarily, with advice of legal counsel and without any duress or undue influence on the part of or on behalf of any party.

10. **COMPLETE AGREEMENT**

This Agreement represents the full and complete understanding of the parties and all prior Agreements, whether oral or written, which pertain to any of the subject matters expressed herein, are hereby deemed merged into this Agreement and superseded by the terms and conditions expressed herein.

11. **AMENDMENT OF AGREEMENT**

This Agreement may only be modified in writing signed by a duly authorized representative of each of the signatory parties.

12. **BINDING ON SUCCESSORS AND ASSIGNS**

This Agreement shall be binding on the Counties, their officers and administrators, and their successors and assigns.

13. **SAVINGS CLAUSE**

If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.
14. **CAPTIONS AND PARAGRAPH HEADINGS.**

Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

15. **DISPUTE RESOLUTION**

In the event the Counties do not agree on the interpretation or implementation of this agreement, the Counties agree to attempt a resolution of the dispute through mediation, the cost of which shall be born equally by Kankakee County and Will County. In the event that the dispute cannot be resolved through mediation, either one of the Counties may sue to enforce its rights. The Counties agree that, upon the demand of the other, the venue of such case shall be removed to a county other than Will County or Kankakee County.

**IN WITNESS WHEREOF,** the parties have caused this agreement to be approved by their respective governing bodies, and signed and attested by their proper officers, on the dates written below.

**COUNTY OF KANKAKEE, ILLINOIS**

By:  

Date: **6/13/18**

**COUNTY OF WILL, ILLINOIS**