



FRANKLIN COUNTY JUVENILE DETENTION CENTER

# FCJDC

SECOND JUDICIAL CIRCUIT OF ILLINOIS  
*Thomas J. Tedeschi, Chief Judge*

**Darla Fitzjerrells**  
Director of Court Services  
[dfitzjerrells@il2ndcircuit.org](mailto:dfitzjerrells@il2ndcircuit.org)  
**Sarah Popham**  
Superintendent  
[spopham@il2ndcircuit.org](mailto:spopham@il2ndcircuit.org)  
**Becky Rick**  
Office Manager  
[rrick@il2ndcircuit.org](mailto:rrick@il2ndcircuit.org)

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409 East Washington Street, Benton IL 62812 - Phone: (618)438-2222 Fax (618)435-4650

To: Whom It May Concern

From: Sarah Popham, Superintendent

RE: Per Diem and Contract

Date: 05/24/2019

Effective July 1, 2019, the Franklin County Juvenile Detention will raise the per diem to \$105.00. In the 15.5 years we have been open, we have never raised our per diem. This is to help alleviate some financial burden to the center. We plan to get a couple of new vehicles, in the near future.

Please, when you receive an invoice/ statement on a detained youth, we would appreciate prompt payment. We have several counties who are behind. I understand that here in Southern Illinois, we are all having financial issues. Your prompt payment ensures that we stay open to be able to provide the services we have provided for the past 15.5 years.

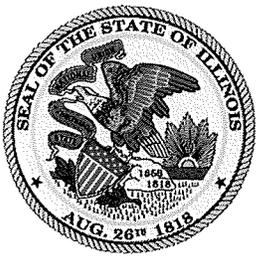
Transportation—We have had several issues with our transportation. This IS NOT a county issue. It is a Detention Center issue. I am working diligently to hire more drivers to fit all of the counties' needs. Thank you to all counties for being so understanding and allowing us to drop youth off when we are short staffed, which has happened a lot lately.

I have hired three new drivers that start tomorrow. It will be a little bit before they are ready to go on their own. However, when they are, a lot of the drop-offs will cease. Understand that when youth are dropped off, you are NOT being charged for the driver time, because our driver is not with your youth. This could cause a pain to you guys when we drop off, but it also saves you money.

Thank You So Much

Sarah Popham

*"Shaping The Future of Our Youth...Before Their Future Shapes Them"*



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## Contract for Transportation & Detention Services

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This agreement is voluntarily made and entered into by the Franklin County Juvenile Detention FCJDC, hereinafter referred to as the "FCJDC" and **Union** County, hereinafter referred to as the "Home County."

Whereas the Home County is unable to provide detention services for alleged or adjudicated delinquents or juveniles certified for trial as adults pursuant to the Illinois Criminal Code, the FCJDC agrees to provide, but is not limited to, the following services:

### **I. Admitting Paperwork**

1. Upon notification and receipt of the Detention Screening Instrument, Detention Authorization Form, and Court Order or Police Report, the FCJDC agrees to respond as soon as practical to the needs of the Home County. All individuals will be transported to and from the Home County Sheriff's Department unless otherwise stipulated and agreed herein.
2. *Prior to FCJDC accepting custody, it will be required that any juvenile that is under the influence of alcohol, drugs, ill or injured be examined by a licensed physician and be medically cleared for detention before being accepted for services. In addition, those who stated they have consumed alcohol or drugs within the last eight hours will not be accepted without being examined by a licensed physician and medically cleared for detention. Written documentation from the treating physician stating the youth is medically fit for detention will be required submitted to FCJDC prior to accepting custody.*
3. That the Home County is required to make the initial detention decision based on the FCJDC's Detention Screening Instrument and criteria established in the Illinois Juvenile Court Act. That any detention decision made by the Home County must be made by a Probation Officer assigned to the Home County. Unless after hours applies, the Detention Center will fill out the required paperwork and admit the youth.

Upon notification of termination of the detention, the detainee will be returned to the Home County unless otherwise notified.

*"Shaping The Future of Our Youth...Before Their Future Shapes Them"*

## II. Transportation Services

1. The Home County may provide transportation services for juveniles for Detention or release from Detention and for any court hearings, medical needs or other required treatment of the detainee in custody. The Home County shall provide 24 -hour advance notice when transporting juveniles to allow FCJDC to have detainee ready for transport.
2. In place of the Home County transporting their youth, FCJDC will transport Pre and Post-Dispositional juveniles at the Home County's request. The fee will be \$12.00 per hour for each Transportation Officer, plus the accepted state rate per mile.
3. It will be the sole discretion of the FCJDC to determine the appropriate amount of transportation officers to transport detainees.
  - a. FCJDC will utilize one transportation officer of the same gender to transport one youth.
  - b. FCJDC will utilize two transportation officers of the opposite gender to transport one youth when a transportation officer of the same gender is not available.
  - c. FCJDC will utilize two transportation officers for violent, high risk of escape or any other special circumstance surrounding transporting of detainee.
  - d. FCJDC will utilize two transportation officers for more than one youth being transported
4. FCJDC will transport committed juveniles to the Illinois Department of Juvenile Justice at IYC-Warrenville and IYC-Harrisburg if the Home County so desires. All transports will be leaving from FCJDC and all will be transported at the discretion of the Superintendent of the FCJDC, taking into consideration (1) weather conditions, (2) availability of insured vehicle, and (3) paperwork is in order. Prior to transport, the Home County will provide FCJDC with committing paperwork and will mail all necessary documents to the appropriate facility. Prior to transportation, FCJDC will verify that all paperwork is in order.
5. This agreement **does not prevent** the committing county from transporting their own juveniles to the Department of Juvenile Justice.
6. The FCJDC agrees to provide adequate security during any needed transportation.
  - a. A vehicle completely equipped for the safety and security of the juvenile and officers. This will include appropriate radio and/ or transmitting equipment and a completely fitted and secure protective cage.
  - b. Appropriate hand and leg restraints to be utilized routinely to ensure safety and security for the juveniles and officers.
7. The aforementioned services provided by FCJDC are contingent upon an insured vehicle being available to transport. If for any reason the insured vehicle is not available to transport or that the proper paperwork has not been provided to FCJDC, FCJDC will not be required to transport.
8. We reserve the right to refuse to transport any and all juveniles.
9. FCJDC reserves the right to refuse admission to a detainee if no bed is available.

### III. Use of Juvenile Detention Officers for Transportation

1. Whenever possible, FCJDC will utilize Juvenile Detention Officers (JDO) for Detention or release from Detention and for transportation to and from court hearings, medical needs or any other required treatment of the detainee in custody. When JDO's are utilized for transportation of detainee's the Home County will only be billed for the approved state mileage rate as previously indicated.
2. If the Home County has requested a transportation officer but FCJDC due to staffing cannot provide a transportation officer for transportation, a JDO may be utilized at the discretion of the Superintendent. In this instance, the Home County will be billed the approved state mileage rate and possible overtime that may accrue.
3. **In the event that a JDO is utilized for a transportation the youth will be transferred to the custody of the Home County's representative. The JDO's will not provide court room supervision for detainees. It will be the responsibility of the Home County to provide supervision once custody is transferred.**
4. The ability for FCJDC to utilize JDO for transportation services is strictly contingent upon the availability of staff at the FCJDC.
5. If a youth is hospitalized, the youth's home county will be responsibly for any JDO's or transportation staff to sit with the youth until discharge or discharge from FCJDC custody, per court order, this includes any overtime that a detention officer may accrue.

### IV. FCJDC Services Provided

The FCJDC agrees to provide the following services:

1. Twenty- four hour intake services.
2. Emergency room care as needed.
3. The Home County will be responsible for the cost of the emergency services provided.
4. Medical screening by the registered nurse on staff at the FCJDC. Over the counter medication shall be provided while *prescription medication will be charged to the Home County.*
5. Provide approved Redeploy Illinois evaluations for the Second Judicial Circuit and Fourth Judicial Circuit. FCJDC cannot provide Redeploy Illinois services for other circuits.
6. Emergency crisis counseling by a mental health professional as needed by the detainee will be provided as determined by an appointed SASS worker from Centerstone.
7. An education program that meets the guidelines of the Illinois Department of Juvenile Justice, the Illinois Orphanage Act and the Illinois Department of Education.
8. A daily program of physical exercise and activities both indoor and outdoor, weather permitting.
9. Non- denominational religious services.
10. Access to a juvenile by Probation Officers, court personnel, attorneys, Department of Human Services or other professional agencies on a as needed basis.
11. A regular visiting policy.
12. A standard schedule for phone contact with family.
13. A mail policy that complies with DJJ regulations and encourages contact with family.

## V. Acceptable Youth

Minors that the FCJDC agrees to accept under this agreement are:

1. Minors allegedly delinquent as defined in 705ILCS 405/5 and pending detention, adjudication and dispositional hearings.
2. Minors eligible to be sentenced to a county detention facility for up to *thirty (30)* days per charge.
3. Minors eligible to be held in a county detention facility pending prosecution as an adult.
4. Minors eligible to be held in a county detention facility as part of a warrant.

*FCJDC will not accept status offenders, including, but not limited to, runaways and curfew violators, truants, or illegal consumption.*

The FCJDC will not refuse a detainee because of mental capacity, medication requirements or drug or alcohol dependency *unless the needs of the detainee cannot be met at the FCJDC*. The Home County agrees to notify the FCJDC of these conditions during the initial contact for pick up.

## VI. Home County Contact

The FCJDC and the Home County agree to provide a contact person available on a 24- hour basis. The FCJDC's contact person is identified as a detention supervisor and can be contacted at the FCJDC at (618)438.2222.

The Home County's contact person will be

Sheriff Scott Harvel

And can be contacted at

(618) 833-5500

Any initial detention decision prior to a detention hearing must be made by a Probation Officer assigned to the Home County.

## VII. Per Diem

All detainees will be held at a per diem rate of \$105.00. Any portion of a 24- hour day that a detainee is housed will result in a full day's charge. Any medication prescribed by a licensed physician for a juvenile while detained at the FCJDC will be charged to the Home County. The Home County will be billed immediately after the juvenile is released or every 30 days of detainment unless other arrangements are made. *Please refer to Section II. Transportation Services for fee associated with transportation.* Counties may also receive billings for damages caused by youth in the facility.

- **Payment for all services is due upon receipt of bill/ notice.**
- **If the home county falls behind on payment for services, more than 30 days, FCJDC reserves the right to terminate this contract immediately.**

## **VIII. Litigation & Fees**

1. If any litigation arises from this contract or any of the services or payment obligations under this contract are not fulfilled the parties mutually agree that Franklin County, Illinois shall be the sole proper venue for any litigation and do hereby consent to being sued in Franklin County, Illinois. The Home County hereby expressly waives any right to claim venue in the courts of the Home County and any right to object to Franklin County as the proper venue in which suit against it may be brought.
2. The Home County hereby agrees that in the event suit must be brought against it to collect sums owed under this contract or for services rendered by the FCJDC that it shall be liable for any and all attorney's fees and costs incurred by Franklin County in bringing such action, if the Franklin County is successful in bringing such suit.

## **IX. Term of Contract**

This agreement begins on **July 1, 2019** and terminates on **July 1, 2021**. This contract may be extended on mutual written agreement of the parties. This agreement may be terminated by either party by notification of such in writing and delivered by Certified Mail at least 30 days prior to the proposed termination date.

## **X. Independent Contract**

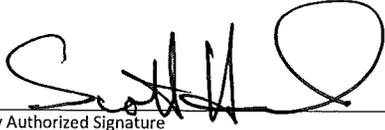
Nothing in this agreement shall be considered to create the relationship of employer and employee or principal and agent between the parties hereto. In the performance of this agreement, the FCJDC shall act as and shall be deemed at all times to be an independent contractor.

## **XI. Severability**

This agreement and all provisions hereof are intended to be whole and entire, and no provision or any part hereof is intended to be severable. This agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of the agreement, shall be deemed to exist or bind any parties hereto.

## XII. Authorizing Signature Page

The undersigned parties cause this contract to be executed.



Home County Authorized Signature



Signature

Scott Harvel

Print Name

Sarah Popham

Print Name

Sheriff

Title

Superintendent

Title

Union County Sheriff's Office

Agency

Franklin County Juvenile Detention Center

Agency

6-18-2019

Date

5-28-19

Date