



COUNTY OF KENDALL, ILLINOIS

PUBLIC SAFETY COMMITTEE

County Office Building
County Board Rooms 209-210
111 W. Fox Street, Yorkville IL

Monday, March 20, 2017 – 5:30 p.m.

Meeting Agenda

1. **Pledge of Allegiance to the American Flag**
2. **Roll Call:** Tony Giles (Vice Chair), Judy Gilmour, Audra Hendrix, John Purcell, Matthew Prochaska (Chair)
3. **Approval of the Agenda**
4. **Approval of the January 9, 2017 Meeting Minutes**
5. **Public Comment**
6. **Ken Com Report**
7. **Coroner's Report**
8. **EMA Report**
9. **Sheriff's Report**
 - a. **Operations Division**
 - b. **Corrections Division**
 - c. **Records Division**
10. **Old Business**
11. **New Business**
 - *Approval of Housing of Additional Prisoners Agreement with DuPage County*
 - *Approval of National Police Week Proclamation*
 - *Squad Car Video Recording System*
12. **Executive Session**
13. **Public Comment**
14. **Adjournment**

COUNTY OF KENDALL, ILLINOIS
PUBLIC SAFETY COMMITTEE
Monday, January 9, 2017
Meeting Minutes

Call to Order and Pledge Allegiance - Chair Matthew Prochaska called the meeting to order at 5:30p.m. and led the Pledge of Allegiance.

Roll Call: Member Gilmour, Member Hendrix, and Member Prochaska were present. **With three members present voting aye, a quorum was determined to conduct business.**

Member Purcell entered the meeting at 5:37p.m.

Committee Members Absent: Tony Giles (excused)

Others Present: Undersheriff Harold Martin, Commander Mike Peters, Deputy Commander Jason Langston, EMA Director Joe Gillespie, Facilities Director Jim Smiley

Approval of the Agenda – Member Gilmour made a motion to approve the agenda, second by Member Prochaska. **With three members present in agreement with the amendment, the motion carried.**

Approval of Minutes – Member Gilmour made a motion to approve the December 12, 2016 meeting minutes, second by Member Prochaska. **With three members present in agreement, the motion carried.**

Public Comment – None

KenCom Report – None

Coroner's Report – Written report provided

EMA Report – Deputy Commander Joe Gillespie reviewed the events, training and activities for EMA for the month of December. He stated they continued with the siren, StarCom, and WSPY EAS testing.

Deputy Commander Gillespie reported that he is concerned about the conditions of the Fox River and potential ice jams/blocks. He continues to monitor the situation and will keep the committee updated.

Sheriff's Report – Mike Peters reviewed the Operations Division report, and Undersheriff Martin reviewed the reports for the Corrections and Records Divisions.

Commander Peters reported that the Sheriff's Office and the Health Department will provide upcoming training opportunities for all County employees on crisis prevention and violent encounters.

Training on Crisis Prevention will be on January 20th at 10:00a.m. and February 24th at 10:00a.m. at the Health Department. And training for violent encounters (based off the "ALICE" model) will be on March 17th at 10:00a.m. and April 28th at 2:00p.m. in the Health Department.

Commander Peters stated that they are planning to expand this training to the public sector, and will be meeting with local chambers of commerce.

Undersheriff Martin reported that the Sheriff's Office has received a grant from CVS Pharmacies that allows them to have a Prescription Drug Disposal Unit in the Public Safety Center. Drop off hours are Monday – Friday, 8:00a.m. – 4:30p.m. After hours' drop-offs can be arranged as necessary.

Old Business

- ❖ *Update on Propane* – Commander Peters reported they are currently conducting an assessment of the proposal from Alternative Fuel Supply to see what benefits they might receive, and they have been reaching out to other agencies that use propane on their squads, and figuring out the cost effectiveness to maintenance increase. He said that it looks promising, and there just a few more details that need to be compiled such as prices and additional grant or subsidy opportunities. Commander Peters will continue to update the committee. Commander Peters stated that the price of propane would be approximately .30 cents less than the average local the cost of gasoline. The company would provide the conversion kits upfront.

Mr. Smiley will ask Leopardo for a copy of their report for new Board Members Giles, Hendrix and Kellogg, so they can be up to date on the original proposal.

- ❖ *Update on Securus* – EMA Director Joe Gillespie said the contract was sent back to Securus but has not been returned, he contacted Securus today regarding the Video Bond Call and Visitation contract, and said when received, they will forward the contract to the State's Attorney's Office for review, and then present the contract to the Board for approval.
- ❖ *Update on in Squad Car Videos* – Deputy Commander Jason Langston reported that they are currently working with a digital patroller DP2 and DP3 camera system, which is updated and manufactured by Utility Associates, who no longer make the DP2 system, and the DP3 system has already become dated. Langston said with technology changes, there are more options available that are far more efficient and user-friendly. The new systems produce a better quality video, and can incorporate a body warn camera, if that ever becomes an option they want to pursue or if they are mandated by law. Those systems exist now that can run 4-5 cameras in the car, a body warn camera and can integrate with interview room technologies. Currently they are paying \$1800 per year in a third party warranty to maintain the CP2 system. The Sheriff's Office has met with Facilities and Technology Services regarding some of the upcoming hurdles that will need to be

addressed, such as cloud storage, Wi-Fi access points, etc. they have done some preliminary research to look at different manufacturer's and different systems. The approximate cost for 28 squads would be \$5200 per unit. The Sheriff's Office will continue to update the committee.

New Business - None

Executive Session – Not Needed

Public Comment – None

Action Items for County Board - None

Adjournment – Member Hendrix made a motion to adjourn the Public Safety Committee meeting, second by Member Gilmour. **With all in agreement, the meeting adjourned at 6:13p.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Secretary



KENDALL COUNTY CORONER
————— JACQUIE PURCELL —————

Description	**	Month: February 2017	Fiscal Year-to- Date	February 2016
Total Deaths		27	95	18
Natural Deaths		25	83	18
Accidental Deaths				
Overdose		0	4	0
Motor Vehicle		0	1	0
Other		0	1	0
Pending	**	1	1	0
Suicidal Deaths	**	1	4	0
Homicidal Deaths		0	1	0
Toxicology		3	13	2
Autopsies		3	13	0
Cremation Authorizations		19	60	14

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Pending Deaths:

1. 02/06/2017 – Oswego Police – Pending Investigation

Suicidal Deaths:

1. 02/19/2017 – Plano Police – 52yo, male – Gunshot Wound to the Head

PERSONNEL/OFFICE ACTIVITY:

1. New Hires: Deputy Coroner Levi Gotte, Deputy Coroner Jessica Knowles and Deputy Coroner Katrina Busa.
2. Coroner Purcell provided a presentation to Wredling Jr. High School for career day on February 10, 2017.
3. Coroner Purcell was appointed to the PSA 2 Fatality Review Team and attended a meeting on February 16, 2017.
4. Coroner Purcell was appointed a luncheon meeting of the IL Coroners from District 1 on February 17, 2017.
5. Coroner Purcell presented to the Oswego High School Law Enforcement Class on February 22, 2017.
6. Coroner Purcell provided a morgue tour to the Oswego High School Law Enforcement Class on February 24, 2017.
7. Coroner Purcell attended the 40-Hour Mandatory Coroner's Training in Springfield, IL from February 27-March 3.

————— CARORUM AD CURAM —————

Kendall County Emergency Management Agency

1102 Cornell Lane, Yorkville Illinois 60560

630-553-7500

Joseph T. Gillespie, Director

Tracy Page, Deputy Director

EMA Report

February 2017

1. EMA business meeting was held on February 6th
 2. Attended Region 3 meeting in Batavia on February 16th
 3. Community Outreach meeting on Sunday, February 26th
 - Attended the Men's Breakfast at Millbrook Methodist Church to discuss our organization and also preparedness
 4. EOC was opened on February 28 due to severe storms and tornado warning
 - No damage reported in Kendall County
 5. Continued with siren testing on the first Tuesday morning of the month
 6. Continued with STARCOM testing first Tuesday morning of the month
 7. Continued with WSPY EAS testing first Tuesday morning of the month
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- Dresden Drill training will be Monday, March 13th
 - Dresden Drill will be Wednesday, April 19th

KENDALL COUNTY SHERIFF'S OFFICE

MONTH-END REPORT



February

2017

OPERATIONS DIVISION

POLICE SERVICES	February-16	February-17
Calls for Service	552	597
Police Reports	272	267
Total Arrests	94	103

TRAFFIC SERVICES		
Traffic Contacts	606	480
Traffic Citations Issued	268	271
DUI Arrests	4	6
Zero Tolerance	0	0

TRAFFIC CRASH INVESTIGATIONS		
Property Damage	36	42
Personal Injury	4	5
Fatalities	0	0
TOTAL CRASH INVESTIGATIONS	40	47

VEHICLE USAGE		
Total Miles Driven by Sheriff's Office	62,087.00	55,934
Vehicle Maintenance Expenditures	\$1,629.39	\$9,224.90
Fuel Expenditures	\$6,605.76	\$8,797.39
Fuel Gallons Purchased	5,033	4,479

AUXILIARY DEPUTIES		
Ride-A-Long Hours	7	0
Auxillary Hours	60.5	86.5
TOTAL AUXILIARY HOURS	67.5	86.5

EVIDENCE/PROPERTY ROOM	February-16	February-17
New Items Into Property Room	137	95
Disposal Orders Processed	35	63
Items Disposed Of	30	5
DVD/VHS Copy Requests	24	23
Items Sent to Crime Lab for Processing	9	9
Items Processed by Evidence Custodian	2	0
Pounds of Prescription Medication Collected from Drop B	na	15.75

COURT SECURITY		
Entries	14,834	14,928
Items X-rayed	5,654	5,239
Bond Call	37	37
Kendall Prisoners	108	100
Other Prisoners	19	19
Arrests made at Courthouse	21	19
Contraband Refused	104	71

INVESTIGATIONS/COPS ACTIVITIES		
Total Cases Assigned (Patrol/Invest)	32	18
Total Cases Closed (Patrol/Invest)	27	38
Total Current Open Cases (Patrol/Invest)	89	115
Community Policing Meetings/Presentations	20	25

CORRECTIONS DIVISION

JAIL POPULATION		
New Intake Bookings	224	243
Inmates Released	258	246
Average Daily Population	107	148

JAIL MEALS	February-16	February-17
Number of Meals Prepared Kendall	8,855	0
Price Per Meal	\$1.06	0
Number of Meals Prepared Consolidated Food	na	11510
Price Per Meal	na	\$0.84

INMATE TRANSPORTS		
To and From Kendall County Courthouse	91	109
Other County Court Transports	5	12
Out of County Prisoner Pickups	16	28
To I.D.O.C	8	3
Medical/Dental Transports	9	8
Court ordered medical transports	3	1
Juvenile To and From Youth Homes/Courts	19	22
Federal Transports	5	8
TOTAL INMATE TRANSPORTS	156	191

INMATE WORK CREWS		
Number of Inmates	na	2
Number of Locations	na	1
Total Hours Worked	na	4

OUT OF COUNTY HOUSING		
Number of Inmates Housed for Other Jurisdctions	38	85
Amount Invoiced for Inmates Housed for Other Jurisdictions	\$42,180.00	\$86,580.00

FEDERAL INMATES		
Number of Federal Inmates Housed	11	13
Amount Invoiced for Housing	\$18,450.00	\$22,050.00
Amount Invoiced for Court Transport	\$1,407.84	\$1,751.55
Amount Invoiced for Medical Transport	0	\$0.00

MEDICAL BILLING	February-16	February-17
Medical Contractual Services	\$14,076.11	\$14,470.24
Prescriptions	\$905.31	\$3,805.92
Medical	\$2,465.84	\$1,566.60
Dental	\$231.84	\$83.00
Emergency Medical Services	\$0.00	\$0.00
Medical Supplies	\$0.00	\$400.96
TOTAL MEDICAL BILLING	\$17,679.10	\$20,326.72

Outstanding FTA Fees		
FTA Fees- Outstanding	\$450.00	\$0.00

Sex Offender / Violent Offenders Against Youth Regist		
Sex Offender Registrations	13	9
Sex Offender - Address Verifications Completed	9	2
Sex Offender - Address Verification Attempted	27	3
Total # of Sex Offenders- Jurisdiction/Entire County		37/76
Violent Offenders Against Youth Registrations	2	1
VOAY - Address Verification Completed	1	0
VOAY - Address Verification Attempted	1	0
Total # of VOAY- Jurisdiction/Entire County		4/14

RECORDS DIVISION

SHERIFF SALES		
Sales Scheduled	41	37
Sales Cancelled	22	27
Sales Conducted	19	10

CIVIL PAPERWORK		
Papers Served	121	253

REPLEVINS/LEVY	February-16	February-17
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Replevin/Levy Scheduled	1	0
Replevin/Levy Conducted	1	0

SUBPOENA/FOIA REQUESTS		
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Accident Reports	41	32
Background Checks	20	18
Incidents	58	59
Subpoenas	4	3
Total Requests	123	112

WARRANTS		
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Total Warrants on File	1,814	1,424
New Warrants Issued	209	87
Total Warrants Served	107	104
Warrants Quashed	17	37

EVICTIONS		
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Evictions Scheduled for Month	17	14
Evictions Cancelled	7	7
Evictions Conducted	10	7

FEEES		
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Civil Process Fees	\$8,728.00	\$10,332.49
Sheriff Sales Fees	\$16,200.00	\$6,000.00
Records Fees/Fingerprinting	\$290.00	\$365.00
Bond Processing Fees	\$1,926.75	\$801.54
Total Fees	\$27,144.75	\$17,499.03

KCSO TRAINING

CORRECTIONS DIVISION	February-16	February-17
NATURE OF TRAINING		
Web Based Training		64.5
Internship Program		96
40 Hour Basic Crisis Negotiations		80
Anti-Gang Strategies for Patrol Officers		8
CERT Monthly Training		28
Cell Extractions		101.5
ACA Compliance and Disciplinary Procedures		101.5
TOTAL HOURS	412.5	479.5

OPERATIONS DIVISION		
NATURE OF TRAINING		
Web Based Training		38.25
Basic LE Academy		160
Key Court Date Training SAO		4.4
ALICE Training Instructor		17
Legal Aspects for Police Management		8
Public Information Officer Training		16
Advanced DUI		8
Basics of Property Room and Evidence		8
Advanced Roadside Impaired Driving Enforcement		16
Testifying in a DUI Trial		8
Winter Shoot		108.5
Risk Management and Civil Liability-Section 1983		8
Cell Extractions		112
Basic Evidence Technician		48
Advanced Evidence Technician		24
TOTAL HOURS	662.5	584.15

COURT SECURITY	February-16	February-17
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NATURE OF TRAINING

Web Based Training		7.5
ALICE Instructor Training		17
Court Security School		8
TOTAL HOURS	9	32.5

CORRECTIONS/OPERATIONS COMBINED
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NATURE OF TRAINING

SRT	32	48
TOTAL HOURS	32	48

RECORDS DIVISION

NATURE OF TRAINING

Crisis Prevention Training	0	4
TOTAL HOURS	0	4

AUXILIARY

Meeting/Training Hours		29.5
TOTAL HOURS	22	29.5

KenCom Public Safety Dispatch Center

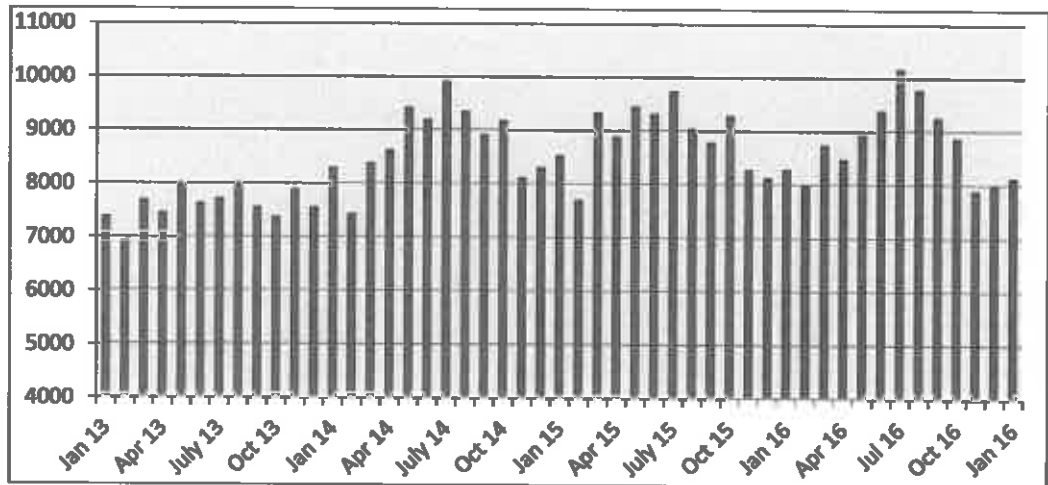
Police, Fire and EMS Activity Report

January 2016 through January 2017

	Jan 16	Feb16	Mar 16	Apr 16	May 16	June 16	July 16	Aug 16	Sept 16	Oct 16	Nov 16	Dec 16	Jan 17
Kendall County Sheriffs Police	2174	1843	2134	2117	2126	2304	2350	2518	2234	2234	1809	1857	2021
Oswego Police Department	2110	2133	2206	2035	2292	2208	2293	2272	2145	2008	1686	1699	1761
Yorkville Police Department	1050	1077	1121	1062	1037	1149	1150	1170	1125	1075	956	882	917
Plano Police Department	679	756	809	778	889	857	909	749	723	651	571	607	592
Montgomery Police Department	960	950	1062	1162	1139	1414	1882	1569	1507	1486	1430	1460	1487
DI (dispatch information)	256	271	300	319	361	366	404	331	365	347	349	327	296
Total Police Incidents	7229	7030	7632	7473	7844	8298	8988	8609	8099	7801	6801	6832	7074
Oswego Fire/EMS	399	354	417	437	397	467	445	460	450	418	429	491	420
Bristol Kendall Fire /EMS	228	222	260	223	256	218	284	258	252	227	259	268	231
Little Rock Fox Fire/EMS	131	107	130	89	106	115	135	125	120	132	101	112	121
Newark Fire/EMS	19	18	40	30	35	14	33	27	27	23	25	26	26
Lisbon/Seward Fire	12	7	18	13	13	14	11	15	17	17	12	16	12
Sandwich Fire	126	129	112	82	139	86	116	102	143	105	105	113	100
Aurora Township Fire	60	44	56	56	55	60	64	71	49	59	58	45	61
Montgomery/Countryside Fire	78	82	73	67	85	107	81	106	89	80	105	96	85
Total Fire & EMS Incidents	1053	963	1106	997	1086	1081	1169	1164	1147	1061	1094	1167	1056
Total Police, Fire & EMS	8282	7993	8738	8470	8930	9379	10157	9773	9246	8862	7895	7999	8130
% of Police calls to total	87%	88%	87%	88%	88%	88%	88%	88%	88%	88%	86%	85%	87%
% of Fire/EMS to total	13%	12%	13%	12%	12%	12%	12%	12%	12%	12%	14%	15%	13%

	Police	Fire / EMS	Total Calls
Jan 16	7229	1053	8282
Jan 17	7074	1056	8130
Increase or () decrease in year	-155	3	-152
	-2.1%	0.3%	-1.8%

Note: Chart on right is data for last 5 years



KenCom Public Safety Dispatch Center

Incoming Telephone Call Load Study

For the Month of January 2017

	Montgomery Police	Yorkville Police	Plano Police/Fire	Oswego Police	Millington Police	Kendall County Sheriff's Office	Fire Non Emerg	Police Non Emerg	9-1-1 Calls		Oswego Fire/EMS	B-K Fire/EMS	Sandwich Fire & EMS	KenCom Ext.	KenCom Admin	Daily Totals
									Landline	Cellular						
1	9	14	7	25	0	63	20	37	29	70	0	0	1	41	125	432
2	16	21	20	18	0	55	24	53	25	67	0	0	0	37	60	380
3	19	13	25	33	0	47	14	53	31	75	0	1	1	32	70	395
4	21	16	24	27	1	38	19	51	27	66	0	0	2	52	76	399
5	19	18	22	23	0	42	22	55	27	69	1	0	1	56	62	398
6	13	23	23	19	0	54	12	44	19	66	0	0	3	54	72	389
7	23	16	13	27	0	56	15	35	19	69	1	0	1	34	105	391
8	9	13	14	17	0	43	19	30	21	68	3	0	1	40	78	347
9	22	22	13	30	0	58	15	47	24	93	0	0	1	43	95	441
10	27	18	21	30	1	58	19	40	29	75	1	3	3	36	116	450
11	15	14	24	28	0	71	13	28	41	73	0	0	2	90	103	487
12	17	20	13	19	0	36	17	51	21	60	0	2	1	56	119	415
13	15	15	12	14	0	41	23	40	28	60	2	0	2	52	77	366
14	22	18	10	18	0	47	23	37	25	70	0	0	3	35	80	366
15	17	14	8	13	0	47	11	37	18	88	0	1	2	25	65	329
16	10	19	9	13	0	56	19	25	25	45	0	1	3	46	100	361
17	24	11	18	16	0	47	17	34	15	54	5	0	4	49	62	332
18	23	19	20	15	2	59	14	24	23	49	3	0	4	52	77	361
19	17	7	20	18	0	69	18	55	26	61	0	1	1	63	80	419
20	27	19	20	19	0	61	21	39	21	83	0	0	1	50	110	444
21	31	16	15	17	0	50	17	40	25	105	0	2	0	23	110	420
22	19	13	9	15	0	58	15	36	21	64	0	0	0	33	91	355
23	21	18	15	27	0	50	15	50	25	70	2	1	4	48	97	422
24	20	17	18	18	0	46	19	42	27	62	0	0	3	37	70	359
25	16	18	19	18	0	35	14	33	19	55	0	0	1	48	66	326
26	17	10	24	16	1	36	18	44	18	60	3	0	3	54	75	362
27	18	8	15	25	1	44	12	74	32	67	1	0	3	53	68	403
28	10	21	5	15	0	33	7	32	11	68	0	0	0	47	75	314
29	29	8	22	15	0	43	18	25	18	56	0	0	0	18	68	291
30	14	16	12	20	0	30	12	29	28	65	0	1	0	42	65	320
31	26	15	23	21	0	45	10	48	20	59	0	0	4	57	73	375
	586	490	513	629	6	1518	512	1268	738	2092	22	13	55	1403	2590	12435
%	5%	4%	4%	5%	0%	12%	4%	10%	6%	17%	0%	0%	0%	11%	21%	100%

Total calls for all departments 12435

Total 9-1-1 Calls 2830

Cell 9-1-1 Calls = 74%

of all 9-1-1 calls



KENDALL COUNTY CORONER
— JACQUIE PURCELL —

Description	**	Month: January 2017	Fiscal Year-to- Date	January 2016
Total Deaths		35	68	19
Natural Deaths		31	58	19
Accidental Deaths				
Overdose		0	2	0
Motor Vehicle	**	1	1	0
Other	**	1	1	0
Pending		0	0	0
Suicidal Deaths	**	2	3	0
Homicidal Deaths		0	0	0
Toxicology		4	10	2
Autopsies		4	10	2
Cremation Authorizations		19	41	11

**

Motor Vehicle Deaths:

1. 01/05/2017 – Yorkville/IL State Police – 17yo, female - Craniocervical Injuries due to Motor Vehicle Crash

Other Deaths:

1. 01/17/2017 – Oswego/Kendall County Sheriff – 69yo, male – Blunt Force Injuries of the Head due to a Fall Down the Stairs

Suicidal Deaths:

1. 01/03/2017 – Aurora/Aurora PD – 41yo, male, Asphyxiation due to Hanging
2. 01/04/2017 – Montgomery/Kendall County Sheriff – 43yo, female, Hydrocodone and Acetaminophen Intoxication

PERSONNEL/OFFICE ACTIVITY:

1. Chief Deputy Coroner, Samantha Marshall, resigned 1/20/2017.

CARORUM AD CURAM

Kendall County Emergency Management Agency

1102 Cornell Lane, Yorkville Illinois 60560

630-553-7500

Joseph T. Gillespie, Director

Tracy Page, Deputy Director

EMA Report

January 2017

1. Submitted Quarterly Documentation for IPRA and EMA Grants
2. Began work on revitalizing EMA volunteers and structure
3. Continued with siren testing on the first Tuesday morning of the month
4. Continued with STARCOM testing first Tuesday morning of the month
5. Continued with WSPY EAS testing first Tuesday morning of the month

KENDALL COUNTY SHERIFF'S OFFICE

MONTH-END REPORT



January

2017

OPERATIONS DIVISION

POLICE SERVICES	January-16	January-17
Calls for Service	563	652
Police Reports	320	353
Total Arrests	135	93

TRAFFIC SERVICES		
Traffic Contacts	743	601
Traffic Citations Issued	318	276
DUI Arrests	5	5
Zero Tolerance	1	0

TRAFFIC CRASH INVESTIGATIONS		
Property Damage	42	45
Personal Injury	7	14
Fatalities	0	1
TOTAL CRASH INVESTIGATIONS	49	61

VEHICLE USAGE		
Total Miles Driven by Sheriff's Office	64,274.00	62,198.00
Vehicle Maintenance Expenditures	\$1,866.78	\$1,331.18
Fuel Expenditures	\$8,105.00	\$11,032.46
Fuel Gallons Purchased	4,833	5,248

AUXILIARY DEPUTIES		
Ride-A-Long Hours	12	6
Auxillary Hours	5.5	83
TOTAL AUXILIARY HOURS	17.5	89

EVIDENCE/PROPERTY ROOM	January-16	January-17
New Items into Property Room	105	102
Disposal Orders Processed	35	55
Items Disposed Of	30	81
DVD/VHS Copy Requests	20	27
Items Sent to Crime Lab for Processing	11	12
Items Processed by Evidence Custodian	2	0
Pounds of Prescription Medication Collected from Drop Box Program		23.25 lbs

COURT SECURITY		
Entries	14,847	15,481
Items X-rayed	6,848	5,894
Bond Call	47	43
Kendall Prisoners	105	114
Other Prisoners	24	23
Arrests made at Courthouse	30	35
Contraband Refused	88	100

INVESTIGATIONS/COPS ACTIVITIES		
Total Cases Assigned (Patrol/Invest)	37	30
Total Cases Closed (Patrol/Invest)	30	52
Total Current Open Cases (Patrol/Invest)	80	115
Community Policing Meetings/Presentations	15	28

CORRECTIONS DIVISION

JAIL POPULATION		
New Intake Bookings	256	291
Inmates Released	246	272
Average Dally Population	118	146

JAIL MEALS	January-16	January-17
Number of Meals Prepared Kendall	10,215	12488
Price Per Meal	\$1.04	\$1.20
Number of Meals Prepared Consolidated Food		
Price Per Meal		

INMATE TRANSPORTS		
To and From Kendall County Courthouse	111	122
Other County Court Transports	10	18
Out of County Prisoner Pickups	35	32
To I.D.O.C	9	10
Medical/Dental Transports	7	8
Court ordered medical transports	1	0
Juvenile To and From Youth Homes/Courts	30	37
Federal Transports	11	14
TOTAL INMATE TRANSPORTS	214	241

INMATE WORK CREWS		
Number of Inmates		0
Number of Locations		0
Total Hours Worked		

OUT OF COUNTY HOUSING		
Number of Inmates Housed for Other Jurisdictions	42	89
Amount Invoiced for Inmates Housed for Other Jurisdictions	\$50,460.00	\$83,940.00

FEDERAL INMATES		
Number of Federal Inmates Housed	11	12
Amount Invoiced for Housing	\$25,200.00	\$25,200.00
Amount Invoiced for Court Transport	\$3,102.08	\$3,764.77
Amount Invoiced for Medical Transport	\$565.18	\$0.00

MEDICAL BILLING	January-16	January-17
Medical Contractual Services	\$28,152.22	\$14,470.24
Prescriptions	\$4,351.53	\$5,248.77
Medical	\$115.23	\$76.60
Dental	\$132.64	\$0.00
Emergency Medical Services	\$0.00	\$0.00
Medical Supplies	\$598.08	\$0.00
TOTAL MEDICAL BILLING	\$33,349.70	\$19,795.61

Outstanding FTA Fees		
FTA Fees- Outstanding	\$0.00	\$150.00

Sex Offender / Violent Offenders Against Youth Regist		
Sex Offender Registrations	12	13
Sex Offender - Address Verifications Completed	10	6
Sex Offender - Address Verification Attempted	29	7
Total # of Sex Offenders- Jurisdiction/Entire County	na	36/74
Violent Offenders Against Youth Registrations	1	0
VOAY - Address Verification Completed	0	0
VOAY - Address Verification Attempted	4	0
Total # of VOAY- Jurisdiction/Entire County	na	3/13

RECORDS DIVISION

SHERIFF SALES		
Sales Scheduled	51	36
Sales Cancelled	27	19
Sales Conducted	24	17

CIVIL PAPERWORK		
Papers Served	130	160

REPLEVINS/LEVY	January-16	January-17
Replevin/Levy Scheduled	0	2
Replevin/Levy Conducted	0	2

SUBPOENA/FOIA REQUESTS		
Accident Reports	33	51
Background Checks	28	24
Incidents	63	65
Subpoenas	1	4
Total Requests	125	144

WARRANTS		
Total Warrants on File	1,802	1,465
New Warrants Issued	131	130
Total Warrants Served	95	111
Warrants Quashed	16	35

EVICCTIONS		
Evictions Scheduled for Month	20	15
Evictions Cancelled	8	11
Evictions Conducted	12	4

FEEES		
Civil Process Fees	\$3,458.50	\$5,377.00
Sheriff Sales Fees	\$9,300.00	\$9,900.00
Records Fees/Fingerprinting	\$145.00	\$380.00
Bond Processing Fees	\$452.34	\$1,103.74
Total Fees	\$13,355.84	\$16,760.74

KCSO TRAINING

CORRECTIONS DIVISION	January-16	January-17
NATURE OF TRAINING		
Web Based Training		24.75
CERT Training		40
Criminal Related Interviewing: CRIME 123		8
Corrections Emergency Directives		77.5
Communicable Disease Exposure Protocols		29
MEGGITT XVT Instructor Program		16
Report Writing for Patrol Officers		8
The Reid Technique of Interviewing and Interrogation		24
Use of Force Workshop for Patrol		18
Active Shooter Threat Instructor Program		40
Annual Employee Harassment and Social Media Training Modules		38.75
Annual Low Light Department Shoot		115.5
Internship Program		34
TOTAL HOURS	262.5	473.5

OPERATIONS DIVISION		
NATURE OF TRAINING		
Web Based Training		39.25
Death Investigation Seminar		32
FTO School		40
Internal Affairs Investigation		16
Juvenile Officer Certification		40
BLS/CPR Certification		126
Key Court Date Training SAO		7.75
SFST Instructor Training		32
The Reid Technique of Interviewing and Interrogation		24
Active Shooter Threat Instructor Program		40
Advanced REID Interviewing and Interrogation		8

Annual Low Light Department Shoot		133
Basic Evidence Technician		32
Basic LE Academy		128
Officer Involved Shooting Investigations		16
TOTAL HOURS	755.5	714

COURT SECURITY	January-16	January-17
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NATURE OF TRAINING		
Web Based Training		7.5
Introduction to Court Security		24
Annual Low Light Department Shoot		21
TOTAL HOURS	12	52.5

CORRECTIONS/OPERATIONS COMBINED
--

NATURE OF TRAINING		
SRT	40	48
TOTAL HOURS	40	48

RECORDS DIVISION

NATURE OF TRAINING		
Crisis Prevention Training		6
TOTAL HOURS	0	6

AUXILIARY

Meeting/Training Hours		80.5
TOTAL HOURS	9	80.5

**HOUSING OF ADDITIONAL PRISONERS AGREEMENT BETWEEN THE COUNTY OF
DUPAGE ON BEHALF
OF THE SHERIFF OF DUPAGE COUNTY AND THE COUNTY OF KENDALL ON
BEHALF OF THE SHERIFF OF KENDALL COUNTY**

This AGREEMENT is made and entered into on the date of final signature below, by and between the COUNTY OF DUPAGE, a body politic and corporate, on behalf of the SHERIFF of DUPAGE COUNTY (hereinafter DUPAGE COUNTY SHERIFF), and the COUNTY OF KENDALL, a body politic and corporate, on behalf of the SHERIFF of KENDALL COUNTY (hereinafter KENDALL COUNTY SHERIFF), pursuant to authority granted by the Illinois Constitution (1970), Article VII, Section 10; 5 ILCS 220/1 et seq. (Intergovernmental Cooperation Act), and the provisions of 730 ILCS 125/et seq. (County Jail Act).

WHEREAS, the DUPAGE COUNTY SHERIFF periodically has a need for additional or alternative housing for prisoners committed to the care and custody of the DUPAGE COUNTY SHERIFF; and

WHEREAS, the KENDALL COUNTY SHERIFF has available space for housing those prisoners committed to the care and custody of the DUPAGE COUNTY SHERIFF; and

WHEREAS, the DUPAGE COUNTY SHERIFF is desirous of utilizing the available housing which the KENDALL COUNTY SHERIFF can provide; and

WHEREAS, the DUPAGE COUNTY SHERIFF and the KENDALL COUNTY SHERIFF agree that it is in their best interest to enter into an agreement to obtain and provide said available housing,

NOW THEREFORE, in consideration of the foregoing, which are incorporated below by reference, and the covenants contained herein, the parties do hereby agree and covenant as follows:

1. HOUSING

The KENDALL COUNTY SHERIFF agrees to provide housing for DuPage County prisoners as hereinafter provided. It is expressly agreed by and between the parties hereto that the DUPAGE COUNTY SHERIFF shall send and the KENDALL COUNTY SHERIFF shall accept, subject to space availability, prisoners to be housed in the Kendall County Jail. It is further agreed by and between the parties hereto that the KENDALL COUNTY SHERIFF shall make available to the DUPAGE COUNTY SHERIFF any appropriate housing that can be conveniently provided when needed, subject to the needs of Kendall County and the KENDALL COUNTY SHERIFF.

2. CLASSIFICATION OF INMATES

The DUPAGE COUNTY SHERIFF agrees that the prisoners to be housed by the KENDALL COUNTY SHERIFF will be limited to the following classified offenders:

a) Prisoners currently serving sentences imposed for commission of a misdemeanor who are within one year of release.

b) Prisoners currently serving sentences imposed for commission of felony offenses who, as a condition of probation, are required to be incarcerated for a period of six months or less.

c) Prisoners who are of pre-trial and pre-sentence classification as chosen by the DUPAGE COUNTY SHERIFF staff.

The KENDALL COUNTY SHERIFF agrees to accept and securely keep all such prisoners delivered to him under the terms of this AGREEMENT.

It is further expressly agreed by and between the parties hereto that the KENDALL COUNTY SHERIFF shall not be obligated to accept DuPage County prisoners who exhibit or have exhibited any manifest physical or mental health problems or incorrigible behavior. The KENDALL COUNTY SHERIFF may contact the DUPAGE COUNTY SHERIFF or his designee to return forthwith to the DuPage County Jail any previously accepted prisoner who consistently violates the rules and regulations of the Kendall County Jail or who constitutes a continuing disciplinary problem and interrupts the orderly administration of the Kendall County Jail facility.

3. LOCATION OF HOUSING

The KENDALL COUNTY SHERIFF and the DUPAGE COUNTY SHERIFF further agree that all housing to be made available by the KENDALL COUNTY SHERIFF will be at the facility located at 1102 Cornell Lane, Yorkville, IL, 60560 and no other Kendall County facility will be utilized pursuant to this AGREEMENT.

4. POLICY AND SCOPE OF SERVICES

The KENDALL COUNTY SHERIFF agrees to comply with the requirements of the Unified Code of Corrections, the County Jail Act, and all other applicable law regarding adequate care, food, bedding, clothing, inspection, supervision, mail privileges, personal hygiene and facilities, haircuts, recreation, commissary, laundry, religious ministrations, and access to a television or a radio system. The DUPAGE COUNTY SHERIFF and the KENDALL COUNTY SHERIFF further agree as follows:

a) Commissary: The KENDALL COUNTY SHERIFF shall maintain a commissary account for each DuPage County prisoner with the purpose of permitting purchases as permitted by the rules and regulations of the Kendall County Jail.

b) Clothing: The KENDALL COUNTY SHERIFF shall provide appropriate jail uniforms for each DuPage County prisoner accepted under this AGREEMENT by the KENDALL COUNTY SHERIFF.

c) **Inmate Funds:** The KENDALL COUNTY SHERIFF agrees to hold private monies of DuPage County prisoners while they are in the Kendall County Jail. When a DuPage County prisoner is transferred back to The DUPAGE COUNTY SHERIFF and will not return, KENDALL COUNTY will forward any remaining commissary funds back to The DUPAGE COUNTY SHERIFF.

d) **Non Discrimination:** The KENDALL COUNTY SHERIFF agrees that no DuPage County prisoner confined in the Kendall County Jail under the terms of this AGREEMENT shall, on the grounds of age, gender, race, color, religion, national origin or sexual orientation, be subjected to discrimination in any manner relating to their confinement.

e) **P.R.E.A. Compliance:** As of the date of execution of this AGREEMENT, the KENDALL COUNTY SHERIFF has adopted and the Kendall County Jail 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 (P.R.E.A.) 28 C.F.R. Parts 115.5 through 28 C.F.R. 115.405 including monitoring to ensure compliance with said standards.

5. PAYMENT

As consideration for the foregoing the DUPAGE COUNTY SHERIFF agrees to provide compensation to the KENDALL COUNTY SHERIFF in the amount of Sixty (\$60.00) dollars per day, per prisoner, and payment of each such sum in total shall be made monthly by the DUPAGE COUNTY SHERIFF as hereinafter specified, and failure of the DUPAGE COUNTY SHERIFF to so remit payment within a reasonable time as set forth below shall constitute breach of this AGREEMENT and will constitute cause for termination. The Sixty (\$60.00) per day fee shall be paid by the DUPAGE COUNTY SHERIFF even if an inmate is in the Kendall County Jail for only a portion of a day. As such, for the purpose of this agreement, an inmate held by KENDALL COUNTY at its facility shall be considered held for a whole day if the inmate is held for less than twelve (12) hours.

All billing records and/or other evidence of services provided as may be required by the DUPAGE COUNTY SHERIFF shall be supplied by the KENDALL COUNTY SHERIFF. The KENDALL COUNTY SHERIFF shall submit monthly invoices to the DUPAGE COUNTY SHERIFF citing the number of DuPage County prisoners housed at Sixty (\$60.00) dollars per day. Invoices will be sent to the DuPage County Sheriff's Office, 501 N. County Farm Road, Wheaton, Illinois 60187. Invoices are to be paid to the KENDALL COUNTY SHERIFF within a reasonable time after their receipt, but in no case shall the time exceed 60 days from the date the invoice is dated and sent.

6. TRANSPORTATION AND REMOVAL OF PRISONERS

The DUPAGE COUNTY SHERIFF, at his expense, shall deliver any and all prisoners to the Kendall County Jail, together with a duly authenticated copy of commitment

and any other official paper or document authorizing detention. The DUPAGE COUNTY SHERIFF will provide a summary of the personal history, behavior and health records of each prisoner to the KENDALL COUNTY SHERIFF for each prisoner to be incarcerated in the Kendall County Jail, which shall precede or accompany each prisoner and shall be returned to the DUPAGE COUNTY SHERIFF upon the release or transfer of said prisoner. Copies of and/all such records will remain the property of the KENDALL COUNTY SHERIFF. Copies of any behavior and health records generated for each DuPage County prisoner by the KENDALL COUNTY SHERIFF shall be provided to the DUPAGE COUNTY SHERIFF upon return of the prisoner to the DuPage County Jail.

It is further expressly agreed by and between the parties hereto that DuPage County prisoners held in the Kendall County Jail pursuant to this AGREEMENT may not be removed by any person or persons without an order or writ from a court of competent jurisdiction or permission from the DUPAGE COUNTY SHERIFF, or his designee, except for emergency medical treatment.

It is further expressly agreed by and between the parties hereto that any DuPage County prisoner in the Kendall County Jail who is subject to discharge by due course of law shall be returned to the custody of the DUPAGE COUNTY SHERIFF on the day prior to that set for discharge and the transportation of said prisoner shall be the sole responsibility of the DUPAGE COUNTY SHERIFF. It shall be the responsibility of the DUPAGE COUNTY SHERIFF or his designee to notify the KENDALL COUNTY SHERIFF or his designee of an upcoming return date at least twenty-four (24) hours, but not more than forty-eight (48) hours in advance of such return date.

The KENDALL COUNTY SHERIFF shall, at no additional expense to the DUPAGE COUNTY SHERIFF, comply with all writs and other valid process, including the transportation of inmates within Kendall County. Provided, however, that if a writ is issued for appearance outside of Kendall County or in a DuPage County Court, the DUPAGE COUNTY SHERIFF shall provide all transport therefore.

7. MEDICAL CARE

The KENDALL COUNTY SHERIFF shall provide all reasonable and necessary medical, dental and psychological care to DuPage County prisoners confined in the Kendall County Jail under this AGREEMENT while such prisoners are housed at the Kendall County Jail. Reasonable and necessary care is that which is required by applicable law. In any event, the KENDALL COUNTY SHERIFF shall provide such in-house medical, dental and psychological services provided to other inmates confined in the Kendall County Jail. It is expressly agreed by and between the parties hereto that hospitalization, non-routine medical and dental care, including prescriptions, or any such other DuPage County prisoner care, where such hospitalization, non-routine medical and dental care, including prescriptions, is authorized and mandated by any physician in the employ of, or under contract to the County of Kendall or the KENDALL COUNTY SHERIFF will be the financial responsibility of the County of DuPage and the DUPAGE COUNTY SHERIFF, for said prisoner or prisoners. In consideration therefore, the DUPAGE COUNTY

SHERIFF shall pay to the KENDALL COUNTY SHERIFF the costs of hospitalization, non-routine medical and dental care, including prescriptions, if such medical care is not billed directly by the medical provider to the DUPAGE COUNTY SHERIFF, as well as the actual costs of compensation of the guard or guards provided. At the time of admission or as soon thereafter as possible, the KENDALL COUNTY SHERIFF shall notify the DUPAGE COUNTY SHERIFF of the fact and the name of such hospitalization. If a DuPage County prisoner is admitted for in-patient services, the DUPAGE COUNTY SHERIFF will provide the guard or guards as required during the time of such medical care.

8. MERITORIOUS GOOD TIME

It is expressly agreed by and between the parties hereto, that all good time to be awarded to any DuPage County prisoner housed in the Kendall County Jail will be awarded by the original incarcerating authority, pursuant to the County Jail Good Behavior Allowance Act, 730 ILCS 130/1 *et seq.*, and all sentence computations for DuPage County prisoners serving sentences and confined in the Kendall County Jail will be prepared by the DUPAGE COUNTY SHERIFF.

9. DOCUMENTATION AND ESCAPE OF PRISONER

The KENDALL COUNTY SHERIFF agrees to document fully and to prepare an incident report on KENDALL COUNTY's customary forms regarding unusual or notable occurrences involving DUPAGE COUNTY prisoners including but not limited to: the use of force by an employee of the KENDALL COUNTY SHERIFF upon a DUPAGE COUNTY prisoner, loss of property, fire, prisoner misconduct, escape or attempted escape, criminal activity, death or suicide attempt. These reports will be forwarded immediately to the SHERIFF OF DUPAGE COUNTY or his designee. The DUPAGE COUNTY SHERIFF acknowledges and understands that they will only receive reports regarding DUPAGE COUNTY SHERIFF prisoners that would be prepared in the normal course of business.

In the case of the escape or attempted escape of a DuPage County prisoner confined in the Kendall County Jail, the KENDALL COUNTY SHERIFF shall notify the DUPAGE COUNTY SHERIFF promptly and use all reasonable means to recapture the prisoner. The escape of a DuPage County prisoner must be reported immediately by telephone to the DUPAGE COUNTY SHERIFF or his designee. The date of such escape and the return to custody must be reported in writing to the DUPAGE COUNTY SHERIFF or his designee within forty-eight (48) hours.

10. RULES AND REGULATIONS

It is agreed by and between the parties hereto that DuPage County prisoners transferred under this AGREEMENT are subject to the rules and regulations of the Kendall County Jail and the privileges or restrictions attaching thereto, and are subject to no other rules and regulations or the granting of any privileges that may be provided while confined in the DuPage County Jail.

It is further expressly agreed, by and between the parties hereto, that the KENDALL COUNTY SHERIFF will accept no responsibility for compliance with the rules, regulations, or policies of the DUPAGE COUNTY SHERIFF regarding contact visitation, programs, facilities or privileges which may be provided by the DUPAGE COUNTY SHERIFF to prisoners while confined in the DuPage County Jail.

11. INDEMNIFICATION

To the extent allowed by law, the KENDALL COUNTY SHERIFF shall indemnify, defend, and hold harmless the County of DuPage and the DUPAGE COUNTY SHERIFF or the agents, officers and employees of either against any and all liabilities, claims, demands or suits arising out of practice, policy, rule, regulation, act or omission of the County of Kendall or the KENDALL COUNTY SHERIFF or the agents, officers and employees, of either, relating to the custody, care, supervision, or transport of any DuPage County prisoner in the custody of the KENDALL COUNTY SHERIFF or relating to the maintenance of their property or premises.

To the extent allowed by law, the DUPAGE COUNTY SHERIFF shall indemnify, defend and hold harmless the County of Kendall and the KENDALL COUNTY SHERIFF and the agents, officers and employees of either from any and all liabilities, claims, demands or suits brought by any prisoner of DuPage County housed at the Kendall County Jail pursuant to this AGREEMENT arising out of any act or omission of the County of DuPage or the DUPAGE COUNTY SHERIFF or any agents, or employees of either thereof relating to their care, custody, supervision, or transport of any DuPage County prisoner while in the custody of the DUPAGE COUNTY SHERIFF.

It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the KENDALL COUNTY SHERIFF or his agents, officers or employees which may result from the presence of DuPage County prisoners during contractual incarceration shall be the responsibility of KENDALL COUNTY SHERIFF.

KENDALL COUNTY agrees that it shall maintain liability insurance of one (1) million dollars per occurrence and three (3) million dollars in aggregate with an excess umbrella of nine (9) million dollars. 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 \$2 million with excess coverage of \$30 million is acceptable if the County of Kendall self-insures.

Neither party waives its immunities or defenses, whether statutory or common law, by reason of these indemnification and insurance provisions.

12. TERM, AMENDMENT, MODIFICATION AND RENEWAL

This AGREEMENT shall become effective upon the date of acceptance and signature by the parties below. This AGREEMENT may be amended with the written consent of both the DUPAGE COUNTY SHERIFF on behalf of the COUNTY of DUPAGE and the KENDALL COUNTY SHERIFF on behalf of the COUNTY OF KENDALL.

This AGREEMENT will be for an initial period of two (2) years and, provided a need continues to exist, will automatically renew annually, without further action, for a period not to exceed one (1) year for each renewal. However, the agreement shall not continue for a period of more than ninety-nine (99) years. This AGREEMENT may be cancelled by either party hereto upon thirty (30) days written notice to the other party.

13. APPLICABLE LAW

This AGREEMENT shall be interpreted and enforced under the laws of the State of Illinois. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois..

14. 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.

15. NOTICES

All Notices given or sent hereunder shall be sent by United States Mail, postage prepaid, addressed to respective party at the address set forth as follows or to such other address as the parties may designate in writing from time to time.

If to the SHERIFF OF KENDALL COUNTY:

Kendall County Sheriff
1102 Cornell Lane
Yorkville, IL 60560

With copy sent to:

Kendall County State's Attorney
807 West John Street
Yorkville, IL 60560

If to the SHERIFF OF DUPAGE COUNTY:

DuPage County Sheriff
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501 North County Farm Road
Wheaton, IL 60187

With Copy sent to:

DuPage County State's Attorney's Office
501 North County Farm Road
Wheaton, IL 60187

16. AUTHORIZATION

The DUPAGE COUNTY SHERIFF and the KENDALL COUNTY SHERIFF 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 the DUPAGE COUNTY SHERIFF and the KENDALL COUNTY SHERIFF, legally and enforceable at law and equity against both.

17. 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.

18. COUNTERPARTS

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 the DUPAGE COUNTY SHERIFF and the KENDALL COUNTY SHERIFF.

COUNTY OF DUPAGE

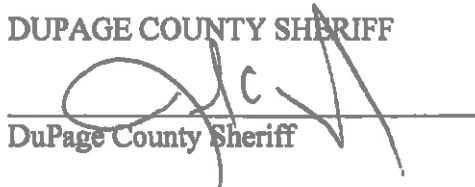
COUNTY OF DUPAGE BOARD CHAIRMAN



DuPage County Board Chairman

Date: 3/7/17

DUPAGE COUNTY SHERIFF



DuPage County Sheriff

Date: 3/2/17

COUNTY OF KENDALL

COUNTY OF KENDALL BOARD CHAIRMAN

Kendall County Board Chairman

Date: _____

KENDALL COUNTY SHERIFF

Kendall County Sheriff

Date: _____

COUNTY OF KENDALL, ILLINOIS
PROCLAMATION _____ - _____

To recognize National Police Week 2017 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including dedicated members of the Kendall County Sheriff's Office;

WHEREAS, nearly 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 16,000 injuries;

WHEREAS, since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty;

WHEREAS, the names of these dedicated public servants are engraved on the walls of the Law Enforcement Officers Memorial in Washington, D.C.;

WHEREAS, at least 275 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 116 officers killed in 2014 and 159 killed in previous years;

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund 29th Annual Candlelight Vigil, on the evening of Saturday, May 13, 2017;

WHEREAS, the Candlelight Vigil is part of National Police Week, which takes place this May 15-21, 2017;

WHEREAS, each year, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families, and U.S. flags should be flown at half-staff;

WHEREAS, the Kendall County Board is grateful for the service and dedication of the 57 Patrol Deputies, 54 Corrections Deputies, 3 K-9 Unit Dogs, 17 Auxiliary Officers and 11 Civilian Staff who serve and protect Kendall County, and for the sacrifices made by their families;

THEREFORE, BE IT RESOLVED that the Kendall County Board formally designates May 15-21, 2017, as **Law Enforcement Officer Week** in Kendall County, and publically salutes the service of law enforcement officers in our county and in communities across the nation.

Adopted by the Kendall County Board on this 8th day of April, 2017

Approved:

Attest:

Scott R. Gryder, County Board Chair

Debbie Gillette, County Clerk/Recorder

EXECUTIVE SUMMARY

Proposal for Replacement of in-car audio/video recording systems: KCSO's options for purchase and phase in of new/replacement vehicular audio/video recording systems.

Problem: The Kendall County Sheriff's Office is currently equipped with Digital Patroller DP2 and DP3 digital in car audio/video recording systems produced by Utility Associates, INC. These systems will reach the end of their useful life in the near future and they will need to be replaced. Utility Associates, INC is no longer manufacturing or supporting the DP2 or DP3 systems. Another concern to be emphasized is the lack of audio/video recording systems in corrections transport vehicles. There are many manufactures of audio/video recording systems available to law enforcement that are more cost effective and efficient due to changes in technology. End user ease of use, per unit cost, back office software system integration, wireless download capabilities, storage options/methods, and overall quality were major factors used to assess potential replacement systems. The implementation or decision to utilize body worn cameras will create another issue to plan for both fiscally and from an evidentiary and protocol perspective.

Suggested Solutions: It is recommended that the Kendall County Sheriff's Office seek bids to select a replacement in car audio/video recording system which allows for use of current technologies and is flexible enough to incorporate a body worn camera, if elected, without purchase of a separate system/s. These new systems should be outfitted into corrections transport vehicles as well. Purchase and deployment of a new in car audio/video recording system will increase efficiency and effectiveness of prosecution in criminal cases due to the quality evidentiary recordings produced. Better quality (HD) video could reduce successful litigation against the Office of the Sheriff and be utilized in situations where transparency is needed or demanded by the public. Significant changes in technology have allowed in car audio/video recording systems to be capable of remote, Wi-Fi, or cellular downloading keeping deputies on patrol, not in a parking lot. I would further recommend that the Kendall County Sheriff's Office move to a Wi-Fi download to transfer video footage from the squad cars to storage. Technology services recommended the Kendall County Sheriff's Office migrate to a Wi-Fi download and cloud based storage solution. Research of this project concluded that a switch to Wi-Fi downloading and cloud storage would require the least capital outlay to implement this transition. However, cloud based storage solutions require subscription fees that need to be budgeted for. Cloud storage is more scalable for future needs and unlimited in the amount of recordings retained. This is an advantage if body worn cameras are utilized. A request for proposal; which has been reviewed by the Kendall County State's Attorney's Office, is attached to this summary.

Recommendations:

- Purchase of 28 mobile video systems, associated installation hardware, manufacturer required training for the Kendall County Sheriff's Office and our installer of choice, extended warranties, installation, and initial *cloud storage subscription of 12 months* at an estimated total cost of: **\$184,352.**
- An initial estimated cost to set up and install an interview room DVR was **\$6,100.**
- A point to consider is the future annual budgeting issue for cloud subscription services at a cost of **\$16,800** assuming the fleet size stays at the same level. Increases in fleet size would increase this expense.
- This cost estimate does not include associated facility required expenses such as Wi-Fi access points or other network related costs that are already underway or previously budgeted and/or planned for by Technology Services.
- Information obtained from Communication Direct (squad build contractor) indicates that the removal/installation price per vehicle for a total fleet switchover (not valid if done in stages) to a new system would be **\$500** each vehicle for a total cost of **\$14,000**

<u>Projected Costs</u> *based on verbal quote from a supplier for reference	<u>Per Unit</u>	<u>Fleet Total</u>	
In car audio/video system with 5 yr Warranty (no body worn cameras)	\$5,015.00	28 vehicles	\$140,420.00
Provider Software Solution Training	\$2,700.00		\$2,700.00
Installation Brackets for system into cars	\$69.00	28 vehicles	\$1,932.00
Interview Room Solution (1)	*****	1 system	\$6,100.00
Installation Training	\$2,400.00		\$2,400.00
Cloud Storage Subscription for first year (\$50 per unit per month for unlimited storage solution, verbal quote)	\$1,400.00	28 vehicles	\$16,800.00
Installation	\$500.00	28 vehicles	\$14,000.00
Totals:	\$12,084.00		\$184,352.00

KENDALL COUNTY SHERIFF'S OFFICE (KCSO)

REQUEST FOR PROPOSAL

**In Car Audio/Video Recording Systems with
Integration of Optional Body Worn Camera System**



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In Car Audio/Video Recording Systems with Integration of Body Worn Camera System

On behalf of the Kendall County Sheriff's Office, I invite you to furnish a proposal in accordance with the Proposal Guidelines and Proposal Specifications for the products and/or services stated herein. Carefully read the attached documents and follow the procedures as outlined in order to be considered for award of contract for this project. **Please take note that this RFP is for an In Car Audio/Video Recording System and for an Integrated Body Worn Camera System. As such, we are seeking for a proposal for an In Car Audio/Video Recording System with, and without, the pricing option for purchasing an Integrated Body Worn Camera System at the same time.**

Kendall County Sheriff's Office
1102 Cornell Ln.
Yorkville, IL 60560

All questions should be directed to:

Deputy Commander Langston
Kendall County Sheriff's Office
1102 Cornell Lane
Yorkville, IL 60560
Jlangston@co.kendall.il.us
(630) 553-7500 x 1134

Any questions received shall be answered at the discretion of the County. Replies will be issued to all Proposers/ Vendors of record in writing and will become part of the RFP Documents. Questions will not be responded to by oral clarification. Oral clarifications or interpretations shall be without legal effect.

All questions must be submitted at least seven business days prior to the submittal deadline.

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INSTRUCTION TO RESPONDERS

A. Pre-bid Facility Tour:

A pre-bid meeting will be held on April TBD, 2017 at 1:00pm at the Kendall County Sheriff's Office to allow for a tour of the facilities and the observance of the equipment and vehicles to be outfitted with the bid equipment. All potential bidders are encouraged to attend.

B. Availability of Documents:

Interested suppliers should note that, unless otherwise stated in the REQUEST FOR PROPOSAL (RFP) documents, there is no charge or fee to obtain a copy of the bid documents and respond to documents posted for competitive solicitations. All bidding documentation and addenda issued will be available at the Kendall County Sheriff's Office or online at <http://www.co.kendall.il.us/call-for-bids/> . Bidders are responsible for reviewing the website and obtaining any Addenda issued prior to the submittal date.

C. Proposal Format of Responses: This section outlines the County's *strong preference* for the proposal format and information provided by the proposer. Any proposer not providing the required information, or not conforming to the format specified in all material respects, may be eliminated. The County strongly prefers concise responses to the information requested. The use of tables, graphics, and bulleted lists, where appropriate, is strongly encouraged.

1. **Information Required From Responders:** As set forth herein, you may offer additional or alternative options, but these should be clearly indicated and separate from the response to this request.
2. **Cover Letter:** Provide a cover letter prepared on the proposer's business stationery. The purpose of this letter is to transmit the proposals, so it should be brief. The letter should contain a statement that the proposer is responding to the County's RFP. Other items outlined in the cover letter include:
 - a. A statement that the attached proposal is complete as submitted;
 - b. A statement that all terms and conditions contained in the proposal are valid for at least 90 days from the proposal closing date;
 - c. A statement that the "General terms and conditions vendor must agree to incorporate into final contract documents" will in fact be agreed to and incorporated;
 - d. The letter must be signed by a representative who is authorized to contractually obligate the proposer or consortium of Responders.
3. **TECHNICAL PROPOSAL REQUIREMENTS:** Your Proposal must include the following:
 - a. **Basic Company Information**
 1. Company Name/address/Telephone/Fax Numbers/ E-Mail Address.
 2. Contact Person.
 3. Underlying philosophy of your firm in providing the services requested.
 4. Firms Financial Ability to Provide Services and Fulfill Project Contract.

5. Years in Business Providing Similar Services.
6. Corporate Experience:
 - I. General experience in mobile audio/video systems.
 - II. Related corporate experience.
 - III. Management (corporate) support for the project.

b. Brief Company History

c. References.

1. Limit references to a total of three (3).
2. Local or Regional agencies that are currently deploying the system and a point of contact for each.
3. Recent state bid awards.

d. Financial/Legal

1. State of Illinois Business License.
2. Provide Insurance Coverage Certification.
3. Provide Statement of Legal Actions pending or threatened against you relating to Current or Past systems and any actions brought against you within the last five (5) years directly related to the system.

e. Contract Start-up/ Transition Plan

1. Approach to start-up.
2. Organizational ability to start-up.
3. Detailed description of Implementation plan (To include system testing.)
4. Detailed description of transition of services.
5. Include a detailed description of what problems might reasonably be expected (practical, structural, software compatibility, operational, etc.) through the design, install and initial operation of these systems and your suggestions as to how you and KCSO should handle these matters.

f. Project Approach

1. Describe your business philosophy and how you plan to approach this RFP.
2. Describe proposed delivery of system & quality controls, including the residence of your technicians who will service this system, once installed.
3. specifically address the following areas:
 - i. Hardware.
 - ii. Software Security.
 - III. Features.
 - IV. Data Storage Capability.
 - v. Report and Data Compilation Capability.
 - vi. Monitoring and Recording Capability.
 - vii. Service Maintenance Plan.
 - viii. Training.

D. Submission of Proposals

All Vendors must submit one (1) original and two (2) copies of their proposal in a sealed package plainly marked in the lower left-hand corner "In Car Audio/Video Recording System with Integration of Body Worn Camera System Proposal." Failure to submit a proposal in a properly marked package may eliminate the proposal from consideration.

The following will apply to all proposals received:

1. All proposals must be comprehensive and complete for the services requested. Accepted proposal shall be contracted by Kendall County and the Kendall County Sheriff for the total of the submitted proposal. Kendall County and the Kendall County Sheriff will not be responsible for any additional charges above the accepted proposal unless additional services are negotiated and accepted by the Kendall County Sheriff/Kendall County by addendum to the original contract. Failure to provide detailed responses will result in the vendor being eliminated from award of contract consideration.
2. The County will not be responsible for any expenses incurred by the Vendor in preparing and submitting proposals. All proposals shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
3. The proposing party must sign in the firm or corporate name and must bear the original longhand signature of a principal legally authorized to sign contracts. The name of each person signing should be typed or printed below the signature. Both must be complied with for the proposal to be valid.
4. The individual signing the document for the proposing organization shall initial all erasures or corrections.
5. All variations to the stated specifications must be described in detail (free from ambiguity).
6. All Responders must be appropriately licensed and authorized to conduct business within the State of Illinois.
7. The failure of a Responder to promptly supply information requested in this RFP or other information subsequently requested may result in the Responder being eliminated from consideration.
8. Discussions may be conducted with Responders who submit proposals determined to have a reasonable likelihood of being selected for award. However, proposals may be accepted without such discussions. Therefore, all information requested and necessary for the County to evaluate this RFP should be included in your response.
9. Responders who submit a proposal in response to this RFP may be required to make an oral presentation of their proposal.
10. The contents of the proposal submitted by the successful Vendor(s) and this RFP (as

well as the necessary contract terms and conditions contained herein) will become a part of any contract awarded as a result of these specifications. The "GENERAL TERMS AND CONDITIONS VENDOR MUST AGREE TO INCORPORATE INTO FINAL CONTRACT DOCUMENTS" must be agreed to by each bidder and incorporated into any final contract/agreement.

11. Kendall County and/or the Kendall County Sheriff's Office reserve the right to request clarifications or corrections to proposals.

The proposal must be addressed to:

Kendall County Sheriff's Office
Attn: Deputy Commander Jason Langston
1102 Cornell Lane
Yorkville, IL 60560

Proposals must be delivered no later than 4:00 P.M. on TBD... ("Due Date"). Proposals received after the Due Date will not be considered.

All proposals submitted shall be considered firm offers and will be binding for ninety (90) calendar days following the Due Date, unless, upon Kendall County's request, the Responder(s) agrees to an extension.

E. Opening Proposals and Awarding Agreement

Proposals will be opened and publicly read on TBD at 10:30 A.M CST in the Sheriff's Office located at 1102 Cornell Ln. Yorkville, IL 60560. Proposals will be evaluated and an award, if any, will be made in accordance with the RFP section titled "Selection Criteria" below.

The purpose of this RFP is to solicit responses from qualified individuals/vendors for the procurement of services and/or supplies as set forth herein.

F. Property of the County

The Responder acknowledges that all proposal materials become the property of the County and, as such, may be available to the public. By submitting a proposal, the Responder acknowledges that the County's decision is final, binding, and conclusive upon the Responder for all purposes.

G. Errors and Omissions

The Proposer is expected to comply with the true intent of this RFP taken as a whole and shall not avail itself of any errors or omission to the detriment of the services or the County. Should the Proposer suspect any error, omission, or discrepancy in the specifications or instructions, the Proposer shall immediately notify the County in writing, and the County will issue written corrections or clarifications as Addenda. The Proposer is responsible for the contents of its Proposals and for satisfying the requirements set forth in the RFP. Proposer will not be allowed to benefit from errors in the document that could have been reasonably discovered by the Proposer in the process of putting the Proposal together.

H. Reserved Rights

County reserves the following rights: (1) to waive or deviate from the procedures or timetable identified in RFP; (2) to supplement, amend, or otherwise modify the RFP, without notice; (3) to request additional information from Responders; (4) to reject any or all bids; (5) to waive minor

defects and technicalities; (6) to award a contract for only the In Car Audio/Video Recording Systems and not for the Body Worn Camera System at this time; and (7) to award an Agreement which is in the best interest of the County and the KCSO. FURTHER, THE COUNTY RESERVES THE RIGHT TO NEGOTIATE WITH THE PROVIDER WHO, IN THE COUNTY'S OPINION, OFFERS THE BEST PROGRAM OF PRODUCTS AND SERVICES.

The awarded Responder will be an independent contractor. The Vendor is not, and will not be, an employee or agent of Kendall County or the Kendall County Sheriff's Office.

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REQUEST FOR PROPOSAL FOR IN CAR AUDIO/VIDEO RECORDING SYSTEMS

PROPOSAL GUIDELINES

- A. PROJECT SCOPE:** The Kendall County Sheriff's Office has issued this Request for Proposal (RFP) for the sole purpose of obtaining responsive proposals from qualified individuals or firms to establish a contract, through competitive negotiation, for the procurement of services and/or supplies as set forth herein.

Only vendors who have demonstrated the ability to provide the requested products and services, at competitive rates, with timely delivery of services, and abiding by policies/procedures of government customers of comparable size will be considered for award of contract.

All requests, responses, inquiries and ultimate final negotiations will be conducted by the Kendall County Sheriff, all subject to final agreement by the Contractor (Responder/Vendor), Kendall County and the Kendall County Sheriff.

1. IN CAR AUDIO/VIDEO RECORDING SYSTEMS

The Responder shall provide KCSO with a proposal for a fully functioning in car audio/video recording system for the Sheriff's Office, to include all necessary equipment, materials, software, installation requirements or otherwise company authorized installers, configuration (hardware, software, and networking), documentation, testing, warranty and training services.

The in car audio/video recording system will be able to support several mobile audio/video recording solutions, up to and including expansion to support body worn cameras.

The in car audio/video recording system will capture footage of law enforcement activities via an installed camera/s as well as capture audio recordings of the associated video footage. All recordings will remain the property of KCSO.

NOTE: KCSO currently has an in car audio/video recording system in place.

The Responder shall be required to plan, finance and implement the phased integration and testing of all required equipment and software relative to the in car audio/video recording solution without impacting the daily operation of the existing Information Technology/Network Systems or Sheriff's Office operations.

The Responder shall describe in detail the approach to the project and why Responder proposes the specific in car audio/video solution. The response should address the following areas:

1. Hardware (To Include Dimensions/Technical Specifications/Warranty Information, including extended warranties)
2. Software/Video Management
3. Security Features

4. Data Storage Capability and Options
5. Report and Data Compilation Capability
6. Video Monitoring and Recording Capability
7. Service and Maintenance Plan
8. Installation/Cut Over/Transition (To Include System Testing)
9. Training
10. Provide option to transfer existing DP2 and DP3 data to new system

PLEASE NOTE THE FOLLOWING MINIMUM SPECIFICATIONS RELATED TO THE IN CAR AUDIO/VIDEO RECORDING (MOBILE VIDEO SYSTEM: MVS) SYSTEM SOLUTION:

SPECIFICATIONS

Summary of product requirements:

- | | |
|---|----------|
| • System must INCLUDE WI-FI & MI-FI, cellular capable and manual/Ethernet offload capabilities | YES / NO |
| • System must be a stand-alone system i.e. does not require an in car or separate computer to operate. | YES / NO |
| • System must have a remote display touch screen. | YES / NO |
| • System must have the ability to support multiple in car cameras. | YES / NO |
| • System must have the ability for the end user to view live stream video from various device(s) with an internet connection. | YES / NO |
| • System must have an internal GPS system and mapping feature to include vehicle tracking. | YES / NO |
| • System must have internal triggering functions. | YES / NO |
| • System must have the capability for fully integrated body worn cameras. | YES / NO |
| • System must have an independent wireless microphone. | YES / NO |
| • System management software must have the ability to electronically transfer (email) video files and or links to allow viewing, recording, and copying of videos and or files. | YES / NO |
| • Video management system must have the capability to manage all evidence/videos via agency provided numbering or case management systems. | YES / NO |
| • Manufacturer must provide positive references including but not limited to actual field deployments from multiple police agencies. | YES / NO |
| • System must have redaction capability included at no additional charge. | YES / NO |
| • System video management, DVR, and supporting software must integrate interview room recordings. | YES / NO |

**** FOR EACH BULLET POINT, BIDDER MUST CIRCLE YES OR NO TO INDICATE WHETHER OR NOT PRODUCT OFFERED MEETS THE REQUIREMENT. ****

THIS PAGE MUST BE FILLED OUT AND INCLUDED WITH BID SUBMISSION*

Preferred specifications are detailed on pages 11-12.

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PREFERRED SPECIFICATIONS:

1. Hardware:

DVR Unit:

- DVR must support a minimum of two IP cameras and up to eight analog cameras, totaling 10 cameras per DVR.
- DVR must have an internal backup battery and power management system that will power all devices attached to DVR in the event of a power failure. Must be configurable via OTA (over the air) configuration changes. No external battery backup unit will be accepted.
- Wi-Fi must be built into the DVR and support a minimum of 802.11AC.
- GPS receiver should be built into the DVR, alternatives will be considered.
- DVR must include a minimum solid-state storage with additional storage options. Storage must be non-user accessible.
- DVR should have an integrated GPIO (General Purpose Input Output). In addition, GPIO interface must be configurable remotely.
- DVR should have an internal accelerometer and G-force sensor that is configurable via OTA configuration changes. Systems with external crash sensor module will be accepted.
- DVR should have an internal locked storage bay that will accommodate an alternate storage medium.
- DVR must support being activated via minimum methods/features such as a single event or as a chain of events i.e. light bar activation, door(s) open/close activation, configurable acceleration/G-force, wireless microphone(s), Speed threshold exceeded. DVR must be "aware" of all events, maintain a log for audit trail, and report said events to the back-end.
- To safeguard data, The DVR must support an option to encrypt its data at rest.
- DVR BIOS must have a password protection feature.
- DVR should be capable of use for interview room deployment (i.e.: support and record interview room audio and video recordings)

Cameras:

- System must include a minimum of two cameras; one front-facing camera and one backseat camera.
 - Front-facing Camera Specifications:
 - Front-facing camera should support multiple resolutions, with 720p and 480p resolutions preferred.
 - Front-facing camera must be capable of low-light video capture without the use of supplementary infrared LEDs.
 - Front-facing camera should have an optical zoom capability.
 - To indicate recording, front-facing camera must have an indicator light. This light must turn off while system is recording in any Covert (Stealth) mode.
 - Backseat Camera Specifications:
 - Backseat camera should support at least a 480p resolution.
 - Backseat camera is preferred to have a field of view not to exceed 120 degrees.
 - Backseat camera must have supplementary IR LED lights capable of capturing video in low and no light.
 - Backseat camera should have an integrated microphone that captures all audio in the rear cabin of a patrol vehicle.

Mobile Video Control Display Unit:

- MVS system should include a control display unit with the following specifications:
 - Minimum 480p resolution.
 - Touch-screen capability for use.
 - Back-lit hardware buttons for Power, Covert (Stealth) mode, Menu, Brightness, Start/Stop record, Play, Zoom, Volume, Microphone mute/un-mute, and Camera View cycle.

- Able to be folded up in a vehicle out of line of sight.
- Auto-dimming ambient light sensor for Day/Night modes.
- Speakers built-in for playback of recorded audio.

Microphone:

- Wireless microphone must have a range of up to 1500ft line of sight.
- Wireless microphone should have anti-tampering capability.
- Wireless microphone should last a minimum of 12 hours continuous recording.
- Up to two wireless microphones must be supported at the same time (training cars).

Software:

- Front-end software
 - Must support more than one user logging into the system at the same time.
 - Must be “touch friendly” allowing for ease of use both via a display and/or and MDT (Mobile Data Terminal).
 - Must be capable of receiving updates securely via OTA (over the air).
- Back-end Software
 - Must be web-based and compatible with Microsoft Internet Explorer, Mozilla FireFox, or Google Chrome.
 - Evidence Video player should be HTML5-based.
 - Should be capable of a native AVL (Automatic Vehicle Location) function that displays all vehicles at no additional cost. No third party substitution will be accepted to give this capability.
 - Should have a native Analytics Map function capable of generating heat maps based on all digital evidence in the system.
 - Should be capable of displaying a live stream (view) of both MVS and BWC systems.
 - Must have native Redaction capabilities without the need for installation of third party software or plug-ins. Once applied, redaction filters must be made permanent and non-removable. Non-native or third party redaction capabilities will not be accepted.
 - Must be capable of generating reports with analytics relevant to evidence capture. Logs must include at a minimum: DVR Details, User Access logs, User Shared Logs, Enterprise Log, Unit Log, Storage Usage by user/unit, Assets List, Assets Available (downloaded), Assets viewed, Assets to expire/deleted, Assets Redacted, Evidence Audit Trail, Assets Unclassified.
 - System must also be capable of generating custom reports based on departmental needs and criteria. Logs must be exportable to PDF and Excel formats.
 - All digital evidence must have a checksum applied that is verified by the back-end before, during, and after upload for data integrity. Full log of these events must be viewable within the system.
 - Should have the native capability of sharing media via email. Sharing of media must have a full audit trail of IP address, email address, and any actions taken. Shared media must have an expiration date capability, and download capability.
 - Must have integration with body worn camera that works seamlessly with the DVR. Automatic upload to DVR is required. The DVR evidence and the Body Worn Camera (BWC) must integrate in the backend in order to see the associated video on the same window or display.

Storage Options:

- Must presently have available a robust Cloud Storage Solution and a Self-Hosted model to allow for flexibility utilizing CJIS standards capable of unlimited storage of captured footage for a minimum of 90 days.
 - For Self-Hosted option provide required amount of storage to meet 90 day minimum standard.
 - Must provide native data encryption (256bit AES) of all data in transit without the use of VPN including data transfer on Ethernet, Wi-Fi and other means.

2. INTEGRATED BODY WORN CAMERA SYSTEMS

The Responder shall also provide KCSO with a proposal for a fully functioning Body Worn Camera System that integrates with the Vendor's in car audio/video recording system proposed for the Kendall County Sheriff's Office. It is to include all necessary equipment, materials, software, installation requirements or otherwise company authorized installers, configuration (hardware, software, and networking), documentation, testing, warranty and training services.

The Body Worn Camera System will capture footage of law enforcement activities via body worn camera/s as well as capture audio recordings of the associated video footage. All recordings will remain the property of KCSO.

If provider offers body worn cameras as part of the system or as an independent item the following are the preferred specs.

Body Worn Camera (BWC) preferred specs:

- Body Worn Camera (BWC) Hardware should meet rugged specifications for:
 - Operating Temperature
 - Storage Temperature
 - Thermal Shock
 - Vibration (Integrity)
 - Vibration (Vehicle)
 - IPX Rating
 - DROP
- BWC should have a Field of View not to exceed 120 degrees horizontally.
- BWC should have at least 64GB of on-board, solid state, non-user replaceable storage. Solutions with removable storage will not be accepted.
- Wi-Fi must be built into the BWC and support a minimum of 802.11N as standard. No other Wi-Fi standard will be accepted. Wi-Fi antenna must be internal to the device and be inaccessible to the end-user.
- GPS receiver must be built into the BWC. No external GPS receiver or secondary device that provides GPS will be accepted.
- BWC battery must meet the following specifications: Battery must allow for up to 12 hours continuous recording at 640x480. BWC must have a standby time that exceeds 24 hours.
- BWC should have the ability to tag video in the field using a hardware selector switch.
- BWC must be capable of low-light video capture without the use of supplementary infrared LEDs.
- BWC weight should not exceed 4.5oz (130g).
- BWC must have a covert (stealth) mode that disables all spoken and audible cues. BWC must have a vibration feedback feature to indicate operation while in covert mode.
- BWC must be fully capable of integration with an in-car Digital Video Recorder (DVR)/Mobile Video System (MVS). Said integration should include, but is not limited to: Wireless activation of the BWC with in-car cameras, ability to offload video/audio files to the DVR, and live stream capable to a remote location.
- BWC should support being activated via minimum methods/features such as a single event or as a chain of events i.e. light bar activation, door(s) open/close activation, manual activation. BWC must be "aware" of all events, maintain a log for audit trail, and report said events to the back-end.
- To safeguard data, the BWC must support an option to encrypt its data at rest via 256-bit AES encryption. Data must also be capable of being encrypted in transit (Ethernet, Wi-Fi etc) with a minimum of 1024-bit RSA authentication and without the use of a VPN (Virtual Private Network).
- BWC must at a minimum have the following features:
 - Power
 - Bookmark

- Record
- Mute Audio
- Covert Mode

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- B. PROJECT TARGET DATES:** The following projected timetable should be used as a working guide for planning purposes. Kendall County and/or the Kendall County Sheriff's Office reserve the right to adjust this timetable as required during the course of the RFP process.

<u>Event</u>	<u>Date</u>
Pre-Bld Facility Tour	TBD at 1:00 p.m. CST
Proposals Due	TBD by 4:00 p.m. CST
Opening of Proposals	TBD at 10:30 a.m. CST
Begin to Provide Service	TBD
Completion of In-Car & Interrogation Room Camera Installation, Set up and required training.	TBD
Completion of Body Worn Camera Integration (If purchased)	TBD

- C. TRANSFER OF OWNERSHIP OR ASSIGNMENT of CONTRACT:** Vendor may use disclosed sub-contractors; however, awarded vendor shall not transfer the resulting contract or performance of contract to another individual or firm; nor shall the awarded vendor change or sub contract any portion of the awarded contract, during the contract period without consent of the Sheriff.

The terms and conditions of the RFP and resulting contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

- D. ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS:** By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for the proposal. Proposer also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, Kendall County and/or the Kendall County Sheriff's Office may rescind its acceptance of the Proposer's proposal. The insurance requirements are contained in the "GENERAL TERMS AND CONDITIONS VENDOR MUST AGREE TO INCORPORATE INTO FINAL CONTRACT DOCUMENTS" below.
- E. RECYCLE POLICY:** Kendall County encourages all vendors to recycle and consider their impact upon the environment.
- F. TAX EXEMPT STATUS:** Kendall County is exempt from federal excise and transportation taxes. Kendall County is also exempt from payment of Illinois Sales Tax. TAX EXEMPTION IDENTIFICATION NUMBER: E9995-9003-07. The County agrees to notify Vendor promptly in the event of a change in its tax-exempt status.
- G. SELECTION CRITERIA:** The Kendall County Sheriff intends to award this contract in whole to the lowest responsive and responsible Responder that is in compliance with all specifications,

terms and conditions contained herein. The Responder shall have specific experience supplying similar products, on a satisfactory basis, to other customers with a similar volume. In determining the lowest responsible Vendor, the County shall take into consideration the qualities of the services/articles supplied; their conformity with the specifications; their suitability to the requirements of the county, availability of support services; uniqueness of the service, materials, equipment, or supplies as it applies to networked, integrated computer systems; compatibility to existing equipment; and the delivery terms. The Kendall County Sheriff also reserves the right to consider bid prices, the references and successful service history, corporate experience and capability, financial capability, qualifications, proposed approach to the project, value added services and other related factors in the award decision that demonstrate the important factors of financial responsibility and ability to perform. Intangible factors, such as the Responders reputation and past performance in executing the County contract, will also be weighed in executing County contracts. The criteria are not necessarily listed in any particular order. The Sheriff may request additional information from all proposers and further evaluate the selection criteria.

An interview may be conducted during the selection process. Discussions may be conducted with the responsible Responders who submitted proposals determined to be reasonably susceptible of being selected for award, for the purpose of clarification to ensure there is full understanding and responsiveness to the solicitation requirements. Responders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revision may be permitted after submission and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing offers.

The Kendall County Sheriff reserves the right to reject any or all proposals, waive any or all irregularities, and select the proposal which is in the best interest of Kendall County, Illinois. Kendall County and/or the Kendall County Sheriff's Office retain the authority to eliminate any service features that are deemed too costly or unnecessary. The County may seek clarification from a Proposer at any time and failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

The Responders failure to meet the mandatory requirements will result in the disqualification of the Vendor's proposal from further consideration as an unresponsive bid.

Submission of a proposal confers no rights on the Responder to selection or to a subsequent contract. This RFP process is for the County's benefit only and is intended to provide the County with competitive information to assist in selection of services. All decisions on compliance, evaluation, terms and conditions shall be made solely at the County's discretion.

H. **PROPOSER COMPETENCY:** To allow the County to evaluate the competency and financial responsibility of a Responder, such Responder shall, when requested by the County, furnish the following information that shall be sworn to under oath:

1. Address and description of Proposer's plant and place of business.
2. Name and/or Articles of co-partnership of incorporation.
3. Itemized list of equipment available for use on the Responders awarded project.

4. Statement regarding any past, present, or pending litigation.
 5. Such additional information as may be required that will satisfy the County that the Responder is adequately prepared in technical experience, or otherwise to fulfill the contract.
 6. Documents to ensure that the Responder is in compliance with the current Fair Employment Practice requirements of the County.
- I. **DISQUALIFICATION OF RESPONDERS:** Any of the following may be considered sufficient for the disqualification of a Responder and the rejection of his/her proposal(s):
1. Evidence of collusion among Responders.
 2. Lack of responsibility as revealed by either financial or technical experience statements, as submitted.
 3. Lack of expertise and poor workmanship as shown by performance history.
 4. Uncompleted work under other contracts that in the judgment of the County might hinder or prevent the prompt completion of additional work is awarded.
 5. Being in arrears on existing contracts, in litigation with the County, or having defaulted on a previous contract.
- J. **INVESTIGATION OF RESPONDERS:** The County will make such investigations as are necessary to determine the ability of the Vendor to fulfill Proposal requirements. The Vendor shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, service and services similar to that included in this Proposal. It shall be at the sole discretion of the County to reject any Proposal if it is determined the Vendor does not fully demonstrate its ability to carry out the obligations of the contract.
- K. **COMMENCEMENT OF WORK:** The successful Responder must not commence any billable work prior to the County's execution of the contract (purchase order issuance) or until any required documents have been submitted. Work done prior to these circumstances shall be at the Responder's risk.
- L. **CHANGE IN OWNERSHIP/FINANCIAL VIABILITY STATUS:** The Vendor shall notify Kendall County and/or the Kendall County Sheriff's Office immediately of any change in its status resulting from any of the following:
1. vendor is acquired by another party;
 2. vendor becomes insolvent;
 3. vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act;
 4. vendor ceases to conduct its operations in normal course of business.

Kendall County and/or the Kendall County Sheriff's Office shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

GENERAL TERMS AND CONDITIONS VENDOR MUST AGREE TO INCORPORATE INTO FINAL CONTRACT DOCUMENTS

- a. **Compliance with State and Federal Laws:** Vendor agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
- b. **Equal Opportunity/Non-Discrimination:** The Vendor and any Subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications. Vendor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
- c. **Notice:** Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the Kendall County Sheriff, Attention: Deputy Commander Langston, Kendall County Sheriff's Office, 1102 Cornell Lane, Yorkville, IL 60560, fax (630) 553-1972, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Vendor, to: _____.
- d. **Payment:** Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*). Kendall County and/or the Kendall County Sheriff's Office reserve the right to reject any portion of the invoice that is outside the scope of the approved Project work or outside the scope of any additional approved work.
- e. **Entire Agreement:** This Agreement includes and incorporates by reference all terms and conditions set forth in the "General Terms and Conditions Vendor Must Agree to Incorporate into Final Contract Documents" as set forth in the RFP, as well as any and all other conditions, specifications, requirements, and attachments to the subject RFP, all of which are collectively referred to as the "Agreement". This Agreement may not be modified except in writing acknowledged by both parties.
- f. **Choice of Law and Venue:** This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
- g. **Non-Appropriation:** In the event Kendall County and/or the Kendall County Sheriff's Office is in default under the Agreement because funds are not appropriated for a fiscal period subsequent

to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Vendor. In the event of a default due to non-appropriation of funds, Vendor and/or Kendall County has the right to terminate the Agreement upon providing thirty (30) days written notice to Vendor. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

- h. **Termination:** Vendor may terminate contract by providing one hundred eighty (180) days written notification. The Sheriff reserves the right to terminate this contract, or any part of this contract, upon ninety (90) days written notice without cause. In case of such termination, the Vendor shall be entitled to receive payment from the Sheriff for work completed to the termination date in accordance with the terms and conditions of this contract. In such case, no penalties and/or early termination charges shall be required from the Sheriff.

In the event that Vendor defaults, the Sheriff shall be entitled to cancel the contract for cause. Cause/Default shall occur when Vendor fails and/or refuses to carry out any obligation, term or condition of this contract. Upon default, the Sheriff will issue written notice to the Vendor for acting or failing to act as in any of the following:

1. The Vendor fails to adequately perform the services set forth of this contract;
2. The Vendor breaches any material clause of the contract;
3. The Vendor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
4. The Vendor provides material that does not meet the specifications of this contract and RFP;
5. The Vendor fails to progress in the performance of this contract and/or gives the County reason to believe that the Vendor will not or cannot perform the requirements of the contract.

Upon receipt of the written notice, the Vendor shall have ten (10) days to provide a satisfactory, written response to the county. Failure on the part of the Vendor to adequately address all issues of concern and remedy such problems may result in the county resorting to any single or combination of the following remedies:

1. Cancel the contract;
2. Purchase substitute items and/or services elsewhere and charge the Vendor with any or all losses incurred, including attorney's fees and expenses;
3. Reserve all rights or claims of damage for breach or any covenants of the contract.

- i. **Warranties:** All services to be undertaken by Vendor shall be carried out by competent and properly trained personnel of Vendor to the highest standards and to the satisfaction of Kendall County and/or the Kendall County Sheriff's Office. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.
- j. **Assignment:** Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.
- k. **Force Majeure:** Neither party will be responsible to the other for damage, loss, injury, or

interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

- i. Insurance:** Vendor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to the Kendall County Sheriff / Kendall County at the address set forth herein. Before starting work hereunder, Vendor shall deposit with Subscriber certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. Kendall County and the Kendall County Sheriff's Office shall be named as Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. Further, all liability and workers' compensation policies must include a waiver of subrogation in favor of Kendall County and the Kendall County Sheriff's Office. Kendall County shall also be designated as the certificate holder. The Kendall County Sheriff's Office's or Kendall County's failure to demand such certificate of insurance shall not act as a waiver of Vendor's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Vendor, nor be deemed as a limitation on Vendor's liability to Kendall County and/or the Kendall County Sheriff's Office under this Agreement.
- m. Indemnification:** Vendor shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, the Kendall County Sheriff, Kendall County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Vendor or those Claims are due to any act or omission, neglect, willful acts, errors or misconduct of Vendor in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting the Kendall County Sheriff, Kendall County, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing Kendall County, under this paragraph, must be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney. Kendall County's participation in its defense shall not remove Vendor's duty to indemnify, defend, and

hold Kendall County and the Kendall County Sheriff's Office harmless, as set forth above.

Kendall County and the Kendall County Sheriff's Office does not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) or other law by reason of indemnification or insurance. Indemnification shall survive the termination of this contract.

- n. **Independent Contractor Relationship:** It is understood and agreed that Vendor is an independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County and/or the Kendall County Sheriff's Office. Vendor understands and agrees that Vendor is solely responsible for paying all wages, benefits and any other compensation due and owing to Vendor's officers, employees, and agents for the performance of services set forth in the Agreement. Vendor further understands and agrees that Vendor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Vendor's officers, employees and/or agents who perform services as set forth in the Agreement. Vendor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Vendor, Vendor's officers, employees and agents and agrees that Kendall County and/or the Kendall County Sheriff's Office are not responsible for providing any insurance coverage for the benefit of Vendor, Vendor's officers, employees and agents. Vendor hereby agrees to defend with counsel of Kendall County and/or the Kendall County Sheriff's Office's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Kendall County, its board members, officials, employees, insurers, and agents for any alleged injuries that Vendor, its officers, employees and/or agents may sustain while performing services under the Agreement.
- o. **Background Checks/Security:** Vendor shall exercise general and overall control of its officers, employees and/or agents. Vendor agrees that no one shall be assigned to perform work at Kendall County's facilities on behalf of Vendor, Vendor's consultants, subcontractors and their respective officers, employees, agents and assigns unless Vendor has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Vendor agrees that the individual shall not be assigned to perform work on or at Kendall County's facilities absent prior written consent from the Kendall County Sheriff. The Kendall County Sheriff, at any time, for any reason and in the Kendall County Sheriff's sole discretion, may require Vendor and/or Vendor's consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

Vendor understands, and agrees, that any person who takes into, or out of, or attempts to take into, or out of, a correctional facility, or the grounds belonging to or adjacent to the correctional facility, any item not specifically authorized by the correctional facility, such as contraband, shall be prosecuted. All persons, including employees and visitors, entering upon such premises are subject to routine searches of their persons, vehicles, property and/or packages. Contraband shall include, but not be limited to, any dangerous drug, narcotic drug, intoxicating liquor, deadly weapon, dangerous instrument, ammunition, explosive or any other article whose use of or possession of would endanger the safety, security or preservation of

order in a correctional facility or any persons therein. Vendor further agrees that it shall notify correctional facility personnel of the loss or breakage of any tools and equipment while within the facility.

- p. **Certification:** Vendor certifies that Vendor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). Vendor further certifies by signing the Contract documents that Vendor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer or employee's official capacity. Nor has Vendor made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission.
- q. **Conflict of Interest:** Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Vendor or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Vendor or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.
- r. **Waiver:** County and/or Vendor's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
- s. **Waiver of Lien:** Vendor hereby waives any claim of lien against subject vehicles and premises on behalf of Vendor, its officers, insurers, employees, agents, suppliers and/or subcontractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Vendor shall tender to Client a final waiver of lien for all subcontractors and/or suppliers.
- t. **Drug Free Workplace:** Vendor and its consultants, employees, Vendors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 *et seq.* and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 *et seq.*
- u. **MSDS:** When applicable, Vendor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & "Right to Know" law, 820 ILCS 255/1 *et seq.*, 820 ILCS 220/0.01 *et seq.* and 820 ILCS 225/0.1 *et seq.*
- v. **Confidentiality:** It is understood and agreed to by Vendor that all contracts entered into by a government body, such as Kendall County and/or the Kendall County Sheriff's Office, are open to public review and as such will be on file with the County Clerk's office and may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140, *et seq.*).
- w. **OSHA:** The Vendor and any Subcontractors shall comply with all the provisions of the Federal

Occupational Safety and Health Act of 1970 (84 Stat. 1590), as amended.

- x. **Authority to Execute Agreement:** The County of Kendall and Vendor each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
- y. **Counterparts:** 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.
- z. **Remedies:** In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.
- aa. **Prevailing Wage:** To the extent that this Agreement may call for the construction, demolition, maintenance and/or repair of a "public work" as defined by the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"), such work shall be covered under the Act. The Act requires Contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx>
The Department revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. All Contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.
- bb. **Employment of Illinois Workers on Public Works Act:** If at the time the Contract Documents are executed, or if during the term of the Contract Documents, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 *et seq.*, (hereinafter referred to as "the Act"), Contractor, its consultants, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Act. Contractor understands that the Act defines (a) "period of excessive unemployment" as "as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures", and (b) "Illinois laborer" as "any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident." See 30 ILCS 570/1. Contractor understands and agrees that its failure to comply with this provision of the Contract Documents may result in immediate termination of the Contract Documents.