

**COUNTY OF KENDALL, ILLINOIS
PUBLIC SAFETY COMMITTEE**



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

Monday, June 13, 2016 – 5:30 p.m.

Meeting Agenda

- 1. Pledge of Allegiance to the American Flag**
- 2. Roll Call: Matthew Prochaska (Chair), Scott Gryder (Vice Chair), Bob Davidson, Judy Gilmour, John Purcell**
- 3. Approval of the Agenda**
- 4. Approval of the May 9, 2016 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**
 - d. Six-month Report**
- 10. Old Business**
- 11. New Business**
 - ❖ *Intergovernmental Housing Agreement between Kane County and Kendall County for the Housing of Prisoners***
- 12. Executive Session**
- 13. Public Comment**
- 14. Adjournment**

COUNTY OF KENDALL, ILLINOIS
PUBLIC SAFETY COMMITTEE
Monday, May 9, 2016
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.

Committee Members Present: John Purcell – yes, Scott Gryder – here, Matthew Prochaska – here.
With three members present voting aye, a quorum was determined to conduct business.

Others Present: Sheriff Dwight Baird, Undersheriff Harold Martin, Chief Deputy Scott Koster, EMA Director Deputy Commander Joe Gillespie, Jim Smiley

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

Member Davidson entered the meeting at 5:34p.m.

Approval of Minutes – Member Gryder made a motion to approve the March 14, 2016 meeting minutes, second by Member Purcell. **With 4 members present in agreement, the motion carried.**

Public Comment – None

Member Gilmour entered the meeting at 5:36 p.m.

KenCom Report – As submitted

Member Purcell stated that he was told there were some challenges for KenCom to receive calls from the southeast portion of the County in recent months. Sheriff Baird reported that there was an issue with the 911 lines, and said that the call was answered, but did not go directly to KenCom, but was routed to Grundy County Communications. Member Purcell voiced his concern about the response time for a Kendall County call being routed to Grundy County, and then being transferred back to KenCom. Member Gilmour will discuss at the next KenCom Executive Committee meeting, and report back to the Public Safety committee.

Coroner's Report – As submitted

EMA Report – Director Gillespie reported that EMA participated in the following:

1. Held a Weather Spotter Seminar at Little Rock-Fox /fire District, 50 attendees registered/attending
2. Participated with the County Health Department in the Strategic National Stockpile Distribution Exercise Meeting in April. Director Gillespie reported that the Health Department is holding a full scale exercise on June 15, 2016 where they will be conducting a

drive-through exercise between 10:00a.m.-noon, where they will be distributing, and also using volunteers to drive through as anthrax victims. The Sheriff's office and EMA will be participating.

3. Participated in a state-wide Grant Changes Conference Call
4. Participated in Illinois Rep Conference Call: Bi-monthly
5. Participated in the monthly Illinois Plan Radiological Accidents (IPRA) Core Planning meetings held in Mazon. Director Gillespie stated that they are involved in the rewriting of the plan for the County and the State.
6. Continued with siren testing on the first Tuesday morning of the month
7. Continued with STARCOM testing first Tuesday morning of the month
8. Continued with WSPY EAS testing first Tuesday morning of the month

Sheriff's Report

- **OPERATIONS DIVISION** – Chief Deputy Koster reported the following statistics for the month of April:

Police Services

712 Calls for Service 306 Police Reports 165 Arrests

Traffic Services

661 Traffic Contacts 258 Traffic Citations Issued
6 DUI Arrests 1 Zero Tolerance

Traffic Crash Investigations - 39 *Total Crash Investigations*

34 Property Damage 5 Personal Injury Accidents 0 Fatalities

Vehicle Usage

62,454.00 Total Miles Driven \$2,353.14 Vehicle Maintenance Expenditures
\$8,140.06 Fuel Expenditures 4,790 Fuel Gallons Purchased

Auxiliary Deputies – 58.25 *Total Auxiliary Hours*

28.75 Training/Meeting Hours 10 Ride-A-Long Hours
19.5 Auxiliary Hours

Evidence/Property Room

142 New Items into Property Room 64 Disposal Orders Processed
2 Items Disposed of 40 DVD/VHS Copy Requests
11 Items Sent to Crime Lab 2 Items Processed by Evidence Custodian

Court Security Division

15,412 Entries
59 Bond Calls
22 Arrests made at Courthouse
21 Other Prisoners
5,758 Items X-Rayed
116 Items of Contraband Refused
117 Kendall Prisoners

Investigations/COPS Activities

26 Total Cases Assigned (Patrol/Invest)
83 Current Open Cases (Patrol/Invest)
34 Total Cases Closed (Patrol/Invest)
19 Community Policing Meetings/Presentations

Chief Deputy Koster reported about a recent armed robbery in the Village of Oswego in which one of the new initiatives implemented in the Sheriff’s office was used to apprehend the alleged criminal. Chief Koster stated that through the Sheriff’s Office increased presence on social media area, and through the information that was posted on social media, they were able to garner leads on a suspect. Once they had the leads and were able to verify that there was a suspect, they used their access to the U.S. Marshalls assets to track cellphone signals, the suspect was arrested in Arizona just a few days later. Chief Koster said that if it were not for the new push into social media, and Sheriff Baird’s desire to participate in the U. S. Marshalls task force, there was great culmination of those initiatives working together to solve this crime in such a short time.

Elderly Service Deputy/Program - Sheriff Baird also reported on the Elderly Service Deputy, and how they are establishing relationships and building trust with the elderly, and integrating into the community with talks on common crimes that occur in the county. Sheriff Baird said that this program just began, and will take a few months before they can measure the effectiveness of the program.

CORRECTIONS DIVISON – Undersheriff Martin provided the following statistics for the month of April:

Jail Population

242 New Intake Bookings 222 Inmates Released 104 Average Daily Pop

Food Service/Medical Management

8,755 meals prepared at \$1.05 per meal Total medical billing \$19,592.11

Inmate Transports - 173 Total Inmate Transports

100 To/From County Courthouse 7 Other County Court Transports
40 Out of County Prisoner Pickups 5 to I.D.O.C.
7 Medical/Dental Transports 0 Court Ordered Medical Transport
6 Federal Transports 8 Juvenile To/From Youth Homes/Courts

Out of County Housing

32 Inmates Housed/Other Jurisdictions \$34,500.00 Invoiced/Other Jurisdictions

Federal Inmates

7 Federal Inmates Housed \$15,750.00 Invoiced for Housing
\$2,252.68 Invoiced for Court Transport \$220.26 Invoiced for Medical Transport

Outstanding ETA Fees \$150.00

Civil Process Move - Undersheriff Martin reported that the Civil Process section moved into their new location in the Courthouse recently, near the Jury Assembly room. Undersheriff Martin said the larger area will allow for more efficient customer service.

Sex Offender/Violent Offenders Against Youth Registrations

12 Sex Offender Registrations	2 SO Verifications Completed
0 Violent Offenders Against Youth Registrations	3 SOV Attempted
0 Violent Offenders Address Verification Completed	0 VOAY Verification Attempted

➤ **RECORDS DIVISION** – Undersheriff Martin provided statistics for the month of April:

Sheriff Sales

43 Sales Scheduled	20 Sales Cancelled	23 Sales Conducted
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Civil Paperwork

135 Papers Served	0 Replevins	138 Subpoena/FOIA Requests
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Warrants

1,783 on file	82 New Warrants Issued
115 Warrants Served	53 Warrants Quashed

Evictions

14 Scheduled	7 Cancelled	7 Conducted
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Fees - Total \$22,811.65 received April 2016

\$7,174.00 Civil Process	\$13,800.00 Sheriff Sales
\$240.00 Records/Fingerprinting	\$1,597.65 Bond Processing

KSCO TRAINING April Training All Divisions: 1530.05 Hours

Corrections Division – 595.75 Total Hours (CERT Monthly Training, Sexual Harassment, Defensive Tactics, Communication Tactics, Web Based Training, Legal Issues in Today’s Jail Training Program, Mental Health Training, Weapon Quals, Staff and Command)

Operations Division – 709.8 Total Hours (Staff & Command, Web Based Training, Sexual Harassment, 40 Instructor Development, Table Top Exercise, Arrest Warrant Service, Search & Seizure Update, Defense Tactics, ILEAS # Way Instructor Course, IL Drug Recognition Expert, Master Firearms Apprenticeship, Key Date Training SAO, Stops & Tactics of Patrol Stops, Elderly Service Officer, Weapon Qualifications)

Court Security – 137.75 Total Hours (Sexual Harassment, 40 Hour Instructor Development, Defensive Tactics, Intro to Court Security, Web Based Training)

Corrections/Operations Combined – 40 Total Hours (SRT)

Records Division – 39.25 Total Hours (Sexual Harassment Training, New World Training Conference, Freedom of Information Act)

Auxiliary – 7.5 Total Hours (PPCT, Railroad Safety and Oil Carriers)

Old Business

- *Approval of Food Service Contract* – Member Gilmour made a motion to forward the Approval of the Food Service Contract with Consolidated Correctional Food Service to the County Board for approval, second by Member Davidson.

Sheriff Baird stated that Aramark and Consolidated were the two lowest bidders. Sheriff Baird said the Corrections staff reviewed each contract, and checked with all references and were recommending Consolidated for a one-year contract. Sheriff Baird reviewed the highlights of each bid, that costs for each vendor, and said that if they began the contract with Consolidated in July 2016, they could see a potential budget savings of approximately \$40K this year, and approximately \$100K in 2017.

Sheriff Baird said that if approved by the Sheriff's Office, Consolidated offers two programs for the inmates that Aramark doesn't offer. The *In-to-Work program* would allow inmates to take classes on learning to work in the food service industry that would give them an employable skill when they are released, and the *Fresh-to-Favorites program* which is a tool that could be used by the correctional deputies that would allow inmates that behave appropriately, to purchase items such as pizza, hot wings, etc. as an incentive to continue with appropriate behavior. **With all members voting aye, the motion passed.**

New Business

- *Bike Patrol* – Chief Deputy Koster informed the committee that the Motorcycle Unit has been decommissioned. Chief Koster stated that in an effort to provide an increased community presence, the Sheriff's Office desired to commission a Bike Patrol. Chief Koster stated that the Bike Patrol would increase community contact, allow access where squads could not go, and allow for a greater community presence by being involved in local events. Chief Koster stated there would be a reduction in maintenance and training costs compared to a squad patrol.

Chief Koster estimated start-up costs for the unit of four bikes and four officers, including all training and equipment, as well as maintenance costs at approximately \$8,500 for the first year. The estimated cost for following years would be approximately \$1,000. per year. **There was consensus by the committee that this would be a good program to implement as long as it could be done within the current budget.**

- *FY16 HIDTA Grant Award* – Sheriff Baird briefly explained the grant award to the committee. Member Purcell made a motion to forward to the County Board for approval, second by Member Gryder. **With all members voting aye, the motion carried.**

Executive Session – None needed

Public Comment – None

Action Items for County Board

- *Approval of Food Service Contract with Consolidated Correctional Food Service*
- *Approval of the FY16 HIDTA Grant Award*

Adjournment – Member Gryder made a motion, second by Member Purcell to adjourn the Public Safety Committee meeting. **With all in agreement, the meeting adjourned at 6:38p.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary

KENDALL COUNTY CORONER

May 2016 Monthly Report

DATE	CASE						LOCATION
	NUMBER	TIME	NATURE	POST	TOX		
Monday, May 02, 2016	1605112 *	5:52 PM	Natural	N	N	Nursing Home	
Tuesday, May 03, 2016	1605113 *	9:00 PM	Natural	N	N	Residence	
Thursday, May 05, 2016	1605114	2:25 PM	Natural	N	N	Nursing Home	
Sunday, May 08, 2016	1605115 *	7:10 AM	Accident	Y	Y	Residence	
Monday, May 09, 2016	1605116	3:15 PM	Natural	N	N	Residence	
Tuesday, May 10, 2016	1605117	11:06 AM	Natural	N	N	Residence	
Tuesday, May 10, 2016	1605118	3:55 PM	Natural	N	N	Nursing Home	
Thursday, May 12, 2016	1605119 *	6:24 AM	Natural	N	N	Nursing Home	
Thursday, May 12, 2016	1605120 *	7:05 AM	Natural	N	N	Nursing Home	
Thursday, May 12, 2016	1605121	9:10 AM	Natural	N	N	Residence	
Monday, May 16, 2016	1605122 *	11:11 PM	Natural	N	N	Residence	
Tuesday, May 17, 2016	1605123 *	7:55 PM	Accident	Y	Y	Residence	
Wednesday, May 18, 2016	1605124	9:30 AM	Natural	N	N	Residence	
Wednesday, May 18, 2016	1605125	3:40 PM	Natural	N	N	Assisted Living	
Thursday, May 19, 2016	1605126 *	3:00 AM	Natural	N	N	Residence	
Sunday, May 22, 2016	1605127 *	7:20 PM	Natural	N	N	Residence	
Wednesday, May 25, 2016	1605128 *	11:48 PM	Natural	N	N	Residence	
Friday, May 27, 2016	1605129 *	8:40 AM	Natural	N	N	Residence	
Monday, May 30, 2016	1605130	9:10 AM	Natural	Y	Y	Workplace	
Monday, May 30, 2016	1605131 *	7:29 PM	Natural	N	N	Residence	
Tuesday, May 31, 2016	1605132 *	10:55 PM	Natural	N	N	Residence	

* Denotes death which occurred outside normal business hours.

Percentage of calls which occurred outside of normal business hours 62%

Statistics:

FY 2016 Statistics		Stats for Same Period In FY 2015		Difference
2016 Total Deaths.....	132	Total Deaths.....	131	1%
Autopsies to Date.....	8	Autopsies....	11	
Toxicology Samples.	13	Toxicology Samples..	14	
Cremation Permits....	75	Cremation Permits...	77	-3%

Coroner's Office Personnel Update:

* Deputy Coroner Jacquie Purcell provided a presentation for Operation Impact at Oswego High School on May 4, 2016.

* Deputy Coroner Jacquie Purcell provided a presentation for Operation Impact at Yorkville High School on May 13, 2016.

**KENDALL COUNTY CORONER
SEMI-ANNUAL REPORT
FY 2016**

FY 2016		FY 2015	
TOTAL DEATHS.....	132	TOTAL DEATHS	131
NATURAL.....	125	NATURAL	123
ACCIDENT.....	6	ACCIDENT	6
VEHICLE/MOTORCYCLE	4	Vehicle	1
DRUGS/ALCOHOL	2	Drugs/Alcohol	5
OTHER	0	Other	0
SUICIDE.....	1	SUICIDE	2
HOMICIDE.....	0	HOMICIDE	0
UNDETERMINED.....	0	UNDETERMINED	0
TOTAL AUTOPSIES.....8		TOTAL AUTOPSIES	11
 		TOXICOLOGY	14
TOTAL TOXICOLOGY.....13		CREMATIONS	77
 		INQUESTS	0
CREMATION PERMITS..75		PRESENTATIONS	12
CORONER'S INQUESTS.....0			
TRAINING/CONFERENCES ATTENDED BY CORONER.....1			
TRAINING/CONFERENCES ATTENDED BY STAFF.....2			
CORONER PRESENTATIONS..18			
GENERAL FUND REVENUE GENERATED BY THE CORONER'S OFFICE..... \$0.00			
REVENUE GENERATED FOR CORONER'S OFFICE USE....\$3443			
GRANT MONIES RECEIVED.....\$0.00			

Kendall County Emergency Management Agency

1102 Cornell Lane, Yorkville Illinois 60560

630-553-7500

Joseph T. Gillespie, Director

Tracy Page, Deputy Director

EMA Report

May 2016

1. Weather Spotter Seminar Oswego Police- Citizens Academy
2. Monthly Business Meeting- Red Cross Presented
3. Grant Reallocation - \$5,869.12
4. Mobile Command Center - LaSalle County- Marathon
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

KENDALL COUNTY SHERIFF'S OFFICE

MONTH-END REPORT



May

2016

OPERATIONS DIVISION

	May-15	May-16
POLICE SERVICES		
Calls for Service	754	692
Police Reports	295	350
Total Arrests	173	152
TRAFFIC SERVICES		
Traffic Contacts	871	709
Traffic Citations Issued	373	294
DUI Arrests	11	9
Zero Tolerance	0	0
TRAFFIC CRASH INVESTIGATIONS		
Property Damage	20	37
Personal Injury	14	6
Fatalities	0	0
TOTAL CRASH INVESTIGATIONS	34	43
VEHICLE USAGE		
Total Miles Driven by Sheriff's Office	70,243.00	67,036.00
Vehicle Maintenance Expenditures	\$12,583.53	\$7,008.70
Fuel Expenditures	\$10,950.91	\$10,435.32
Fuel Gallons Purchased	4,807	5,120
AUXILIARY DEPUTIES		
Training/Meeting Hours	0	6
Ride-A-Long Hours	0	18
Auxiliary Hours	27	34
TOTAL AUXILIARY HOURS	27	58
	May-15	May-16
EVIDENCE/PROPERTY ROOM		
New Items Into Property Room	98	140
Disposal Orders Processed	70	100
Items Disposed Of	46	144
DVD/VHS Copy Requests	41	72
Items Sent to Crime Lab for Processing	9	15
Items Processed by Evidence Custodian	1	0

Operations Continued **May-15** **May-16**

COURT SECURITY

Entries	15,637	15,559
Items X-rayed	6,761	5,762
Bond Call	61	56
Contraband Refused	89	89
Arrests made at Courthouse	22	19
Kendall Prisoners	na	121
Other Prisoners	na	22

INVESTIGATIONS/COPS ACTIVITIES

Total Cases Assigned (Patrol/Invest)	19	40
Total Cases Closed (Patrol/Invest)	21	11
Total Current Open Cases (Patrol/Invest)	72	100
Community Policing Meetings/Presentations	14	17

CORRECTIONS DIVISION

May-15 **May-16**

JAIL POPULATION

New Intake Bookings	292	265
Inmates Released	284	266
Average Daily Population	118	120

JAIL MEALS

Number of Meals Prepared	10,060	10,420
Price Per Meal	\$0.98	\$1.06

INMATE TRANSPORTS

To and From Kendall County Courthouse	125	124
Other County Court Transports	5	4
Out of County Prisoner Pickups	24	35
To I.D.O.C	14	8
Medical/Dental Transports	3	2
Court ordered medical transports		0
Juvenile To and From Youth Homes/Courts	29	16
Federal Transports		4
TOTAL INMATE TRANSPORTS	200	193

INMATE WORK CREWS

Number of Inmates	na	17
Number of Locations	na	7
Total Hours Worked	na	44.5

OUT OF COUNTY HOUSING

Number of Inmates Housed for Other Jurisdictions	46	43
Amount Invoiced for Inmates Housed for Other Jurisdictions	\$71,940.00	\$52,800.00
	May-15	May-16

FEDERAL INMATES

Number of Federal Inmates Housed	na	8
Amount Invoiced for Housing	na	\$15,075.00
Amount Invoiced for Court Transport	na	\$1,613.62
Amount Invoiced for Medical Transport	na	\$0.00

MEDICAL BILLING

Medical Contractual Services	\$14,013.30	\$14,076.11
Prescriptions	\$948.95	\$7,447.97
Medical	\$756.66	\$349.37
Dental	\$0.00	\$0.00
Emergency Medical Services	\$0.00	\$0.00
Medical Supplies	\$660.57	\$417.87
TOTAL MEDICAL BILLING	\$16,379.48	\$22,291.32

Outstanding FTA Fees

FTA Fees- Outstanding	na	\$0.00
	May-15	May-16

Sex Offender / Violent Offenders Against Youth Registrations

Sex Offender Registrations	12	12
Sex Offender - Address Verifications Completed	na	7
Sex Offender - Address Verification Attempted	na	14
Violent Offenders Against Youth Registrations	1	1
VOAY - Address Verification Completed	na	0
VOAY - Address Verification Attempted	na	0

RECORDS DIVISION

	May-15	May-16
SHERIFF SALES		
Sales Scheduled	38	27
Sales Cancelled	23	17
Sales Conducted	15	10

CIVIL PAPERWORK

Papers Served	175	239
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REPLEVINS/LEVY

Replevin/Levy Scheduled	0	0
Replevin/Levy Conducted	0	0

	May-15	May-16
SUBPOENA/FOIA REQUESTS		
Accident Reports	31	38
Background Checks	59	20
Incidents	69	53
Subpoenas	1	1
Total Requests	160	112

WARRANTS

Total Warrants on File	1,751	1,781
New Warrants Issued	114	116
Total Warrants Served	122	123
Warrants Quashed	32	39

EVICCTIONS

Evictions Scheduled for Month	16	15
Evictions Cancelled	9	7
Evictions Conducted	7	8

FEEES

Civil Process Fees	\$7,378.00	\$6,021.50
Sheriff Sales Fees	\$25,200.00	\$10,800.00
Records Fees/Fingerprinting	\$180.00	\$210.00
Bond Processing Fees	\$483.07	\$804.17
Total Fees	\$33,241.07	\$17,835.67

KCSO TRAINING

	May-15	May-16
CORRECTIONS DIVISION		
NATURE OF TRAINING		
WBT (Web Based Training)		11
CERT Monthly Training		60
Weapon Quals		27
Jail Facility Shakedown Exercise		93
Anti Harassment Training		20
Below 100		100
DYCOM		16
Interview and Interrogation		72

	May-15	May-16
Basic Instruction: Cell Extractions		16
Flash Bang Instructor		8
Off Duty Qualifications		13
Rifle Qualification		1
Suburban and Collar County Gang Awareness		8
Supervisor Ant Harassment & Discrimin		6.25
Taser Certifications		32
Use of Force Workshop for Patrol Officers		16
TOTAL HOURS		42990.25

OPERATIONS DIVISION

NATURE OF TRAINING	
WBT (Web Based Training)	4
Weapon Qualifications	2
Jail Facility Shakedown Exercise	126
2016 KCSO Investigators Training w/ SAO	18
Basic Investigation Skills	80
Anti Harassment Training	26
DYCOM	16
Force Science	40
Scene	8
K-9 Assist and Traffic Stop Practicals	164
Key Court Date SAO	9.5
Risk Management And Civil Liability	8
Technicians	16
Supervising Narcotic Units	24
Supervisor Ant Harassment & Discrimin	13.75
Verbal Judo	16
Bloodstain Evidence Workshop	8
TOTAL HOURS	579.25

COURT SECURITY

NATURE OF TRAINING	
Supervisor Ant Harassment & Discrimin	1.25
Off Duty Qualifications	6
Duty Qualifications	2
Rifle Qualifications	2
Report Writing for Patrol Officers	16
TOTAL HOURS	27.25

CORRECTIONS/OPERATIONS COMBINED

NATURE OF TRAINING	
SRT	48
TOTAL HOURS	48

RECORDS DIVISION**NATURE OF TRAINING**

Supervisor Ant Harassment & Discrimin	2.5
Anti Harassment Training	7
TOTAL HOURS	9.5

AUXILIARY

TOTAL HOURS	0
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CANCELLED CLASSES (DUE TO STATE BUDGET)

TOTAL HOURS	0
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HUMAN RESOURCES

	May-15	May-16
PERSONNEL		
Terminations	0	0
Resignations	0	0
New Hires	1	2
Sworn Personnel	106*/112	108/112
Non Sworn Personnel	11.5/11.5	10/11.5



Kendall County

Office of the Sheriff



Dwight A. Baird, Sheriff
1102 Cornell Lane Yorkville Illinois 60560
Phone: 630-553-7500 Fax: 630-553-1972
www.co.kendall.il.us/sheriff

Kendall County Sheriff's Office 6- Month Report December 01, 2015 – May 31, 2016

Records Division	
Papers Served	941
Civil Process Fees	\$39,688.55
Record Fees	\$1,365.70
Sheriff's Sales	\$81,300.00
Bond Fees	\$7,638.01
Operations Division	
Calls for Service	3,762
Police Reports	1,912
Total Arrests	845
Traffic Contacts	4,027
Traffic Citations Issued	1,735
DUI Arrests	38
Zero Tolerance	2
CAD Report	12,300
Court Security	
Courthouse Entries	92,068
Arrests made at Courthouse	145
Corrections Division	
Average Daily Population	111
Meals Served	56,773
Average price per meal	\$1.08
Inmates Housed from Other Counties	275
Total Inmate Transports	1,144
Out of County Housing Billed Out	\$396,608
Total Vehicle Mileage	387,423

12- Month Budget Results

Sheriff's Budget	\$5,721,448.00	Corrections Budget	\$4,443,713.00
Year to Date	\$2,631,071.29	Year to Date	\$2,081,036.55
Balance	\$3,090,376.71	Balance	\$2,362,676.45
Percent	45.99%	Percent	46.83%

Submitted by _____


Sheriff Dwight A. Baird

**INTERGOVERNMENTAL HOUSING AGREEMENT
BETWEEN KANE COUNTY AND KENDALL COUNTY
FOR THE HOUSING OF PRISONERS**

This Agreement is made and entered into this _____ day of _____, 2016, by and between the COUNTY OF KENDALL, a body politic and corporate, hereinafter referred to as "KENDALL COUNTY" and the Sheriff of Kendall County, and the COUNTY OF KANE, a body politic and corporate, hereinafter referred to as KANE COUNTY, and the Sheriff of Kane County, pursuant to authority granted by the Illinois Constitution (1970), Article VII, Section 10; 5 ILCS 220/1 et seq. (Intergovernmental Cooperation Act), and the provision of 730 ILCS 125/9 (County Jail Act).

WHEREAS, when space at the Kane County Adult Justice Center is insufficient and KANE COUNTY has a need for additional housing for prisoners committed to the care and custody of the Sheriff of Kane County; or

WHEREAS, Kane County finds the necessity to house prisoners outside the confines of the Kane County Adult Justice Center; and

WHEREAS, when KENDALL COUNTY has available space for housing those prisoners committed to the care and custody of the Sheriff of Kane County; and

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

WHEREAS, KANE COUNTY and KENDALL COUNTY agree that it is in their best interest to enter into a contract to obtain and provide the available housing,

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties do hereby agree and covenant as follows:

1. The foregoing recitals are incorporated herein as provision hereof.

2. HOUSING

The Sheriff of Kendall County agrees to provide housing for KANE COUNTY prisoners as hereinafter provided. It is expressly agreed by and between the parties hereto that KANE COUNTY shall send and the Sheriff of Kendall County 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 Sheriff of Kendall County shall make available to KANE COUNTY as many available cells as can be conveniently provided, subject to the needs of Kendall County and the Kendall County Sheriff.

3. CLASSIFICATION OF INMATES

KANE COUNTY agrees that the prisoners to be housed by the Sheriff of Kendall County 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 **KANE COUNTY** staff.

The Sheriff of Kendall County 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 Sheriff of Kendall shall not be obligated to accept **KANE COUNTY** prisoners who exhibit or have exhibited any manifest physical or mental health problems or incorrigible behavior. The Sheriff of Kendall County may contact the Sheriff of Kane County or his designee to return forthwith to the **KANE COUNTY** Adult Justice Center any previously accepted prisoner who consistently violated the rules and regulations of Kendall County Correctional Facility or who constitutes a continuing disciplinary problem and interrupts the orderly administration of the **KENDALL COUNTY** facility.

4. LOCATION OF HOUSING

KENDALL COUNTY and **KANE COUNTY** further agree that all housing to be made available by **KENDALL COUNTY** will be at the facility located at 1102 Cornell Lane, Yorkville, Illinois, County of Kendall, and no other **KENDALL COUNTY** facility will be utilized pursuant to this Agreement.

5. POLICY AND SCOPE OF SERVICES

The Sheriff of Kendall County agrees to comply with the requirements of the Unified Code of Corrections, the County Jail Act, and all other applicable laws 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.

KANE COUNTY and KENDALL COUNTY further agree as follows:

- a) **Commissary:** The Sheriff of Kendall County shall maintain a Commissary account for each KANE COUNTY prisoner with the purpose of permitting purchases as permitted by the rules and regulations of Kendall County Sheriff's Department.
- b) **Clothing:** KENDALL COUNTY shall provide appropriate jail uniforms for each KANE COUNTY prisoner accepted under this Agreement by the Sheriff of Kendall County.
- c) **Inmate Funds:** The Sheriff of Kendall County agrees to hold private monies of KANE COUNTY prisoners while they are in the KENDALL COUNTY jail. If a prisoner is released, a check may be issued for any remaining commissary funds and given to the Kane County Transport Deputy to be returned back to Kane County or, Kane County may request by email any remaining commissary funds to be mailed to Kane County. If a prisoner is transferred to another detention or correctional facility, he or she may request in writing that the funds be sent to the new facility; the prisoner must supply the name and address of the facility and a proper inmate identification number.
- d) **Non Discrimination:** The Sheriff of Kendall County agrees that no KANE COUNTY prisoner confined in KENDALL COUNTY facility under the terms of this contract shall on the grounds of age, gender, race, color, religion or national origin be subjected to discrimination in any manner relating to their confinement.

6. TRANSPORTATION AND REMOVAL OF PRISONERS

KANE COUNTY, at its expense, shall deliver any and all prisoners to the KENDALL COUNTY institution, together with a duly authenticated copy of commitment, mittimus, and any other papers or documents authorizing detention.

KANE COUNTY will provide a summary of the personal history, behavior and health records of each prisoner to the Sheriff of Kendall County for each prisoner to be incarcerated in the Kendall County jail, which shall precede or accompany each prisoner and shall be returned to the Sheriff of Kane County upon the release of said prisoner. However, copies of all such records will be made and will remain the property of the Sheriff of Kendall County.

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

It is further expressly agreed by and between the parties hereto that any KANE 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 Sheriff of Kane County on

the day prior, or as soon as possible, to that date set for discharge and the transportation of said prisoner shall be the sole responsibility of KANE COUNTY.

The Sheriff of Kendall County shall, at no additional expense to Kane County, 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 in a Kane County Court, or any jurisdiction outside of Kendall County, the Kane County Sheriff shall provide all transport therefore.

7. PAYMENT

As consideration for the foregoing KANE COUNTY agrees to provide compensation to KENDALL COUNTY 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 KANE COUNTY as hereinafter specified, and failure of KANE COUNTY 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) dollars per day fee shall be paid by KANE COUNTY even if an inmate is in the KENDALL COUNTY facility 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, evidence of services performed as may be required by KANE COUNTY shall be supplied by KENDALL COUNTY. The Sheriff of Kendall County shall submit monthly invoices to KANE COUNTY citing the number of utilized beds at sixty (\$60.00) dollars per day. Invoices if sent by mail will be sent to the Kane County Sheriff's Office, 37W755 IL Route 38, Suite A, St. Charles, IL 60175. Otherwise, such invoices may be sent via email to the Kane County Sheriff or his designee. Invoices are to be paid to the Sheriff of Kendall County 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.

8. MEDICAL CARE

KENDALL COUNTY shall provide all reasonable and necessary medical, dental and psychological care to KANE COUNTY prisoners confined in the KENDALL COUNTY jail under this agreement while such prisoners are residents of the KENDALL COUNTY facility. Reasonable and necessary care is that which is required by applicable law. In any event, KENDALL COUNTY shall provide such in-house medical, optical, dental, medical prescription care 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 KANE 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 will be the financial responsibility of KANE COUNTY, for said prisoner or prisoners. In consideration therefore, KANE COUNTY shall pay to KENDALL COUNTY the costs of medical care and attention for said prisoners, if such medical care is not billed directly by the medical provider to KANE COUNTY. At the time of admission or as soon thereafter as possible, the Kendall County Sheriff shall notify Kane County Sheriff, of the fact and the name of such hospitalization. If a KANE COUNTY prisoner is admitted for in-patient services, the Kane County Sheriff will provide the guards during the time of such in-patient care.

9. MERITORIOUS GOOD TIME

It is expressly agreed by and between the parties hereto, that all good time to be awarded to any prisoner of KANE COUNTY housed in the KENDALL COUNTY facility 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 KANE COUNTY prisoners serving sentences and confined in the KENDALL COUNTY jail will be prepared by the Sheriff of Kane County.

10. DOCUMENTATION AND ESCAPE OF PRISONER

The Sheriff of Kendall County agrees to document fully and to prepare an incident report on KENDALL COUNTY's customary forms regarding unusual or notable occurrences involving KANE COUNTY prisoners including but not limited to: the use of force by an employee of Kendall County upon a Kane 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 KANE COUNTY or his designee. KANE COUNTY acknowledges and understands that they will only receive reports regarding KANE COUNTY prisoners that would be prepared in the normal course of business.

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

11. RULES AND REGULATIONS

It is agreed by and between the parties hereto that KANE 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 attaching to the KANE COUNTY Jail.

12. INDEMNIFICATION

KENDALL COUNTY shall indemnify, defend, and hold harmless KANE COUNTY and its agents, officers, and employees against any and all liabilities, claims, demands or suits in regard to claims of any intentional tort or for any claim that is based upon willful or wanton conduct only, which arises out of practice, policy, rule, regulation, act or omission of KENDALL COUNTY, or the Kendall County Sheriff, or any officers, agents, employees, or servants or either, relating to the custody, care, supervision, transport of any KANE COUNTY prisoner in the custody of the KENDALL COUNTY Sheriff or relating to the maintenance of their property or premises.

KANE COUNTY shall be responsible for and shall indemnify, defend and hold harmless KENDALL COUNTY, the Sheriff of Kendall County, and their agents, officers and employees from any and all liabilities, claims, demands, or suits brought by any prisoner of KANE COUNTY housed pursuant to this Agreement arising out of any act or omission of KANE COUNTY, the Sheriff of Kane County, or any agents, employees, or servants thereof relating to their care, custody, supervision, or transport of any KANE COUNTY prisoner while in the custody of the KANE 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 Sheriff of Kendall County or his agents or employees which may result from the presence of KANE COUNTY prisoners during contractual incarceration shall be the responsibility of KENDALL COUNTY.

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 Kane upon execution of this Agreement.

Alternatively, a self-insurance reserve of \$2 million with excess coverage of \$30 million is acceptable if KENDALL COUNTY self-insures.

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

13. TERM

The initial terms of this Agreement shall be for a period of Thirty-six (36) months and may be extended for an additional One (1) year term, if mutually agreed to in writing and signed by both parties.

14. AMENDMENT, MODIFICATION AND RENEWAL

This Agreement shall become effective upon the date of acceptance by all parties hereto. This Agreement may be amended with written consent of all parties hereto and, provided a need continue to exist, may be renewed thirty (30) days prior to the expiration date for a period not to exceed one year for each renewal.

15. APPLICABLE LAW

This Agreement shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceedings between them shall be Kane County, Sixteenth Judicial Circuit, State of Illinois.

16. 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 be in writing and appropriately executed with thirty (30) days written notice of termination.

17. 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 on the signature page hereof or to such other address as the parties may designate in writing from time to time. And in the case of notice to Kendall County, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, and Attention: Eric Weis

18. AUTHORIZATION

KANE COUNTY and KENDALL COUNTY represent that all necessary acts have been taken to authorize and approve this argument in accordance with applicable law and this Agreement, when executed by the parties hereto, shall constitute a binding obligation of KANE COUNTY and KENDALL COUNTY, legally and enforceable at law and equity against both.

19. 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.

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of the COUNTY OF KANE and the COUNTY OF KENDALL.

COUNTY OF KANE

By Chris Lauzen
Christopher J. Lauzen
Kane County Board Chairman

Date 05-18-16

By Donald E. Kramer
Donald E. Kramer
Kane County Sheriff

Date 04/18/2016

COUNTY OF KENDALL

By _____
John Shaw
Kendall County Board Chairman
111 West Fox Street Yorkville,
Illinois 60560

Date _____

By _____
Dwight A. Baird
Kendall County Sheriff
Kendall County Sheriff's Office 1102 Cornell Lane
Yorkville, Illinois 60560

Date _____