

COUNTY OF KENDALL, ILLINOIS
LAW, JUSTICE, AND LEGISLATION COMMITTEE
COUNTY COURTHOUSE
807 W. John Street; Jury Assembly Room; Yorkville
Wednesday, October 14, 2020 ~ 3:15 p.m.
Meeting Agenda

1. **Call to order**
2. **Pledge of Allegiance to the American Flag**
3. **Roll call and determination of a quorum:** Tony Giles (Chair), Matthew Prochaska (Vice Chair), Judy Gilmour, Audra Hendrix, Robyn Vickers
4. **Approval of the Agenda**
5. **Approval of the September 14, 2020 meeting minutes**
6. **Public Comment**
7. **Status reports**
 - A. Coroner
 - B. Emergency Management Agency
 - C. Public Defender
 - D. Court Services
 - E. Sheriff's Office
 1. Operations Division
 2. Corrections Division
 3. Records Division
8. **Old Business**
9. **New Business**
 - *Approval of an Agreement with Kane County for Juvenile Detention Facility*
 - *Approval of an Ordinance regulating Solicitors and Peddlers, setting hours of operation, requiring registration with the Sheriff, setting the requirements for registration, fines for the violation of the ordinance, and other related items*
10. **Legislative update**
11. **Chairman's report/comments**
12. **Executive Session**
13. **Adjournment**

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Conference ID: 199 991 769#

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COUNTY OF KENDALL, ILLINOIS
Law, Justice and Legislation Committee
Monday, September 14, 2020
Remote Meeting Minutes

Call to Order and Pledge Allegiance – Vice Chair Matthew Prochaska called the meeting to order at 3:15p.m. and led the Pledge of Allegiance.

Roll Call:

Committee Member	Status	Arrived	Left Meeting
Tony Giles	ABSENT		
Judy Gilmour	Yes		
Audra Hendrix		3:20p.m.	
Matthew Prochaska	Yes		
Robyn Vickers	Yes		

Others Present: EMA Director Roger Bonuchi, Public Defender Vicki Chuffo, Court Services Director Alice Elliott, Chief Judge Robert Pilmer, Coroner Jacquie Purcell, Sheriff’s Office Corrections Commander Jeanne Russo, and State’s Attorney Eric Weis

Approval of Agenda: Member Vickers made a motion to approve the agenda, second by Member Gilmour. **With three members present voting aye, the agenda was approved.**

Approval of Minutes – Member Gilmour made a motion to approve the June 8, 2020 meeting minutes, second by Member Vickers. **With three members present voting aye, the motion carried by a 3-0 vote.**

Public Comment - None

Status Reports

Coroner – **Written report provided.** Coroner Purcell reviewed her report with the committee and said that to date they have 311 cases which is more than all of last year. Coroner Purcell also introduced their current intern Ericka Blaszczyk, who began an internship on August 31, 2020. Ericka attends Xavier University where she is pursuing a Master’s Degree in Forensic Nursing/Criminal Justice. Purcell also updated the committee on the community service hours completed by the Office, as well as personnel/office activities for the month.

EMA – **Written report provided.** Director Bonuchi updated the committee on continued Covid-19 safety efforts, and said the Public Assistance Grant application “Step II” has been mailed. EMA continues work with the Grundy Kendall Regional Office of Education in delivering PPE supplies to County School Districts. Mr. Bonuchi stated that they are planning to purchase additional supplies to ensure that the County is fully stocked. Bonuchi stated that he met with KC Health Department Director VanGundy, Sheriff Baird and KC Sheriff’s Office personnel, and members of the Yorkville Police Department to begin planning for a COVID Vaccination event in the near

future. When the vaccination is made available to the public, a date and more details will follow. They anticipate this might be in early November.

Bonuchi stated that the National Weather Service confirmed that a tornado did touchdown in Kendall County on August 10, 2020. EMA worked with the NWS to survey and document damage across the County over August 10th and 11th.

Bonuchi reported that Exelon conducted EONS testing on their EMnet PC's, which include some in the EOC Radio room. The EONS system provides emergency messaging of needed.

Director Bonuchi stated that if Dresden shuts down, Kendall County EMA will be needed as a nuclear EOC for approximately one year past the shutdown date (likely November 2022). The Dresden 2020 Evacuation Time Estimate Population Update Analysis Final Report was received by EMA. There was no change noted in the Dresden evacuation area.

Kendall County Rescue responded to three different events in the month of June. Siren and STARCOM testing continued for the month of June. IPAWS, EAS, Search & Rescue and meetings attended information were provided in the written packet.

Public Defender – Written report provided.

Court Services – Written report provided. Director Elliott noted that this past month the Kane County Juvenile Justice Center experienced a shut down due to an outbreak of Covid-19 within the facility. While none of the Kendall County youth were infected, Court Services chose to utilize River Valley Detention Center in Joliet for any new admissions. Kane County was successful in containing the spread of the virus and has resumed normal operations. Kendall County is in the process of reviewing its IGA with Kane County, which will expire in November.

Court Services/Probation welcomed Shannon McCarty, new Special Programs Supervisor on September 14, 2020. Ms. McCarty comes from DuPage County where she had been supervising a high-risk sex offender and domestic violence caseload for the past several years, and will enhance Kendall County supervision of this specialized caseload. Additional responsibilities will include supervision of the pretrial unit, GPS and Drug Court Officer.

Ms. Elliott reported that they are desperately looking for additional community service worksites for the Public Service Program, and welcome any potential prospects.

Sheriff's Report

- a. Operations Division – Written report provided.
- b. Corrections Division – Written report provided.
- c. Records Division – Written report provided.

Old Business – None

New Business

- *Approval of an amendment to the Kendall County Noise Ordinance expending it into Agriculturally Zoned areas that have residentially subdivisions* – Member Prochaska reviewed the proposed changes with the committee. Member Hendrix made a motion to forward to the County Board for discussion and approval, second by Member Vickers. **With four members present voting aye, the motion carried by a vote of 4-0.**
 - *Approval of an Ordinance regulating Solicitors and Peddlers, setting hours of operation, requiring registration with the Sheriff, setting the requirements for registration, fines for the violation of the ordinance, and other related items* – Member Prochaska briefed the committee on the ordinance, and the reasoning behind it. **There was consensus by the committee to forward the item to the State’s Attorney’s Office for review, and then revisit the item at the October Law, Justice and Legislation meeting.**
 - *Discussion of Fee Study Results and Recommendation to Increase Sheriff’s Fees and the Taking of Bond Fees* – Discussion of the proposed fee increases. Member Hendrix made a motion to forward the item to the October 15, 2020 Finance Committee meeting, second by Member Gilmour. **With four members present voting aye, the motion carried by a 4-0 vote.**
- d. Approval to enter into a three year Agreement for Services with The Sheriff App with an initial cost of \$23,980 and with annual maintenance costs of \$8,990. - Commander Jeanne Russo stated that they hope to begin using the Arx Alert software in the Sheriff’s Office to assist with tracking civilian and sworn employees. Commander Russo reported:
- This software will be obtained this fiscal year to be utilized throughout FY2021.
 - We have secured a grant for \$7500 from ICRMT and the Arx Alert software company has secured \$4500 in corporate donations to nearly fund the entire program
 - Kendall County will only need to pay \$3000 for the program.
 - This will include all KCSO employees; sworn and civilian
 - The software will track evaluations, early warning signs, investigations, complaints, etc.
 - The program has a public facing dashboard that can be added to the SO website to allow public to see information related to a specific employee regarding complaints, force incidents, etc.
 - This program will reduce FOIA requests because of public access
 - Reported increased:
 - Transparency
 - Public accountability
 - Efficiency
 - Improved and more efficient supervision of staff
 - No cost if not satisfied beyond the initial agreement timeframe
 - Part of existing software agreement with Kencom and Tyler Munis

- Software will interface with other Tyler products to provide a comprehensive look at employees to make sure we are addressing any issues earlier (call/incident; overtime worked; time off usage)

Commander Russo stated the plan is to use funds from the Public Safety Capital fund – Equipment line.

Member Hendrix made a motion to forward the item to the October 15, 2020 Committee of the Whole meeting for further discussion and approval, second by Member Vickers. **With four members present voting aye, the motion carried by a 4-0 vote.**

Chairman’s Report/Comments – No report

Items for the October 6, 2020 Kendall County Board Meeting

- *Approval of an amendment to the Kendall County Noise Ordinance expending it into Agriculturally Zoned areas that have residentially subdivisions*

Items for the October 15, 2020 Committee of the Whole Meeting

- *Approval to enter into a three year Agreement for Services with The Sheriff App with an initial cost of \$23,980 and with annual maintenance costs of \$8,990. - Commander Jeanne Russo stated that they hope to begin using the Arx Alert software in the Sheriff’s Office to assist with tracking civilian and sworn employee*

Public Comment - None

Legislative Update – None

Executive Session – Not needed

Adjournment – Member Gilmour made a motion to adjourn the meeting, second by Member Vickers. **With four members in agreement, the meeting adjourned at 3:40p.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Secretary



KENDALL COUNTY CORONER
JACQUIE PURCELL

Description	**	September 2020	Fiscal Year-to-Date	September 2019
Total Deaths		28	332	35/250
Natural Deaths		24	304	30/229
Accidental Deaths		0	14	1/6
Pending		1	2	2/2
Suicidal Deaths		3	11	1/11
Homicidal Deaths		0	1	1/1
Undetermined		0	0	0/1
Toxicology		5	34	5/24
Autopsies		1	22	5/18
Cremation Authorizations		17	208	14/130
Scenes Responded to:		Transported by Coroner's Office:		External Examinations:
5		5		4

**

(S):

- 09/1/2020 – Yorkville – 26yo, Male, Combination Gunshot Wound to the Head and Carbon Monoxide Intoxication
- 09/02/2020 – Yorkville – 24yo, Male, Asphyxia due to Hanging
- 09/12/2020 – Aurora – 22yo, Male, Asphyxia due to Hanging

(P):

- 09/23/2020 – Oswego – 30yo, Female, Probable Overdose

PERSONNEL/OFFICE ACTIVITY:

- Madalyn Pleva began her internship with the office on 09/02/2020. Madalyn attends Yorkville High School where she will be graduating this year and will be attending University of Indiana next fall. She plans on studying medicine with a focus on Forensic Pathology.
- Coroner's Assistant Paty Monarrez was promoted to Deputy Coroner on September 30, 2020. Paty has her degree in Criminal Justice with a Forensic Science Concentration. She has served with the office since October 2017.
- A total of 12 community service hours were served in September.

CARORUM AD CURAM

Kendall County Emergency Management Agency

1102 Cornell Lane, Yorkville Illinois 60560

Roger Bonuchi, Director

Tracy Page, Deputy Director

EMA/Search and Rescue Report

September 2020

COVID

- IEMA delivered PPE for the polling places. It's stored at the Court House.
- Public Assistance Grant Request has been filed for Kendall County EMA, waiting on reply. PPE purchased was \$14,500.
- Additional PPE shipped to us from IEMA, in storage.
- 2nd meeting with KCDH for vaccination event planning. Met with Health Dept. Director RaeAnn VanGundy, staff and members of the Yorkville Police and KC Sheriff's Office to discuss plans for a COVID vaccination event. The date is unknown at this time, but we anticipate early November. Much more on this to come...

WEATHER

- The new severe weather alerting policy pending approval by the Kencom Board.

Emergency Operations Plan Update

- We continued to update the EOP, Alternative Housing plan, COOP/COG and After Action Report on COVID.

NUCLEAR

- Dresden quarterly communications test conducted recently.

IPAWS

- Working with FEMA on testing our IPAWS EAS capability to local broadcasters. More to come.
- IPAWS- WEA/EAS first Tuesday of the month alert testing is working well.

EAS

- The Emergency Alert System (EAS) transmitter was been taken back to WSPY for another check as it doesn't work. EMA has been unable to perform EAS testing since the beginning of the year. As mentioned under "IPAWS" (above), we're working on IPAWS/EAS as the replacement.
- Siren testing continues the first Tuesday of each month along with Starcom radio tests.

SEARCH & RESCUE

- September 2/9 – Assisted with Search Management for a cold case using K9s in LaSalle County. Serial Killer said that he dumped a body in Peru, IL and searched with Illinois Wisconsin Search Dogs for that body. Nothing definitive found but planned to search the next week when weather is better. One (1) Kendall County EMA Search and Rescue personnel participated in the search.
- September 12 - Missing Person search for an 69 YOA female with dementia in Millbrook, IL. Subject found on the front porch of a neighboring house and had been there all night.
- September 26 - Multi agency Search and Rescue training. Night Search Techniques using SarTopo. Boone County EMA hosted the training at Spencer Park in Belvidere. Two (2) Kendall County EMA Search and Rescue personnel participated in the training.

HAZMAT

- New 2020 version of the IEMA Emergency Response Guides delivered to local police and fire departments.

MEETINGS

- Amateur Radio class starts Wednesday, Oct 7th, online, 6:30pm. 10 weekly sessions.
- Board meeting attended.
- Budget planning meetings attended.
- KCEMA training meeting scheduled for September 14, 2020 was a presentation on the Lac Mégantic Rail Disaster and the "Tipping Point" that leads to emergencies.

TO: Law, Justice and Legislation Committee Members

FROM: Victoria Chuffo, Public Defender; Monthly Report VC

NUMBER OF CASES ASSIGNED TO EACH PUBLIC DEFENDER
AS OF OCTOBER 7, 2020

VICTORIA CHUFFO, Public Defender

- 129 cases / last month 123 cases - Felony cases

COURTNEY TRANSIER, First Asst. Public Defender

- 214 cases / last month 205 cases - Felony cases

MICHAEL MONTGOMERY, Asst. Public Defender

- 313 cases / last month 296 cases - Felony/ Juvenile cases

LINDSEY LACHANSKI, Asst. Public Defender

- 577 cases/ last month 515 cases -
Misdemeanor/Traffic/Juvenile cases

JESSICA DEETS, Asst. Public Defender

- 487 case/ last month 516 cases -
Misdemeanor/Traffic/Juvenile cases

My office has been appointed 232 new cases between September 9, 2020 and October 7, 2020. The Kendall County Public Defender's Office currently has 1,720 open cases as of today's date; October 7, 2020. The Public Defender appointments for Felony, Misdemeanor, Traffic, Driving Under the Influence, Juvenile Delinquency, Juvenile Abuse/Neglect, Juvenile Truancy, Criminal Contempt, Civil Law and Miscellaneous Remedy offenses have increased since last month. My office has been appointed to 12 individuals for bond call only appointments from September 9, 2020 to October 7, 2020.

To: Kendall County Board * Law, Justice and Legislation Committee
From: Alice Elliott, Director * Kendall County Court Services
Date: October 2020
Re: Monthly Report

Juvenile Detention – FY2020 ~ Costs Incurred

Kendall County Court Services FY2020 Summary - Juvenile Detention					Same Time 2019	Same Time 2018	Same Time 2017	Same Time FY2016	Same Time FY2015
Month	Total New Admissions	Total Holdovers*	Total Days	Total Cost Incurred					
					\$18,652.00* Paid FY19 incurred FY18				
12/2019	3	4	55	\$6,600.00	\$17,640.00	\$10,450.00	\$8,690.00	\$15,620.00	\$3,000.00
01/2020	6	1	93	\$11,160.00	\$12,120.00	\$9,020.00	10,560.00	15,180.00	8,400.00
02/2020	5	2	85	\$10,200.00	\$10,320.00	\$11,330.00	15,070.00	11,110.00	4,100.00
03/2020	5	4	151	\$18,120.00	\$6840.00	\$21,730.00	9,900.00	3,410.00	2,300.00
04/2020	2	1	33	\$3,960.00	\$7920.00	\$15,960.00	13,640.00	5,940.00	2,400.00
05/2020	2	2	57	\$6,840.00	\$18,840.00	\$10,560.00	5,610.00	4,180.00	7,800.00
06/2020	4	2	86	\$10,320.00	\$24,000.00	\$7,320.00	6,270.00	11,660.00	5,500.00
07/2020	6	3	161	\$19,320.00	\$14,880.00	\$11,760.00	1,540.00	10,120.00	8,400.00
08/2020	2	5	123	\$14,860.00	\$4560.00	\$12,000.00	3,850.00	11,880.00	7,400.00
09/2020	3	2	71	8520.00	\$4560.00	\$9120.00	9,130.00	2,640.00	16,000.00
10/2020					\$9000.00	\$15,120.00	10,780.00	5,610.00	15,440.00
11/2020					Paid in FY20				
TOTAL				\$109,900.00	\$149,332.00	\$152,970.00	\$100,210.00	\$108,460.00	\$95,840.00

*Holdover=A minor detained on the last day of the previous month carried over to the first day of the current month.

Kendall County Fiscal Year 2020 (Juvenile Detention):

Amount Budgeted: \$ 150,000.00
 Amount Expended: \$ 109,900.00
 Amount Remaining: \$ 40,100.00

Kendall County Fiscal Year 2020 (Juvenile Board & Care):

Amount Budgeted: \$ 70,000.00
 Amount Expended: \$ 0
 Amount Remaining: \$ 70,000.00

Juvenile Board & Care - FY2020 ~ Costs Incurred

	Number of Minors Placed	Days Paid	Total Monthly Cost Incurred	Total Cost Incurred (Running Total)
12/2019	NA	NA	NA	NA
01/2020	NA	NA	NA	NA
02/2020	NA	NA	NA	NA
03/2020	NA	NA	NA	NA
04/2020	NA	NA	NA	NA
05/2020	NA	NA	NA	NA
06/2020	N/A	N/A	NA	NA
07/2020	n/a	n/a	n/a	n/a
08/2020	n/a	n/a	n/a	n/a
09/2020	n/a	n/a	n/a	n/a
10/2020				
11/2020				
TOTAL				

Items Worthy of notice to the County Board:

The Intergovernmental Agreement between Kane County Juvenile Justice Center and Kendall County is before this committee with a request for approval to the full board for vote and signatures. The current agreement is due to expire on 11-30-20. Probation is prepared to answer any questions pertaining to this matter.

Probation is working with the Sheriff's Department to ensure a smooth transition of the GPS program from probation to the Sheriff as soon after December 1st as reasonably possible. We will provide training and continue to be a resource for several months after the transfer of program.

The shift of this program to the Sheriff's Department will allow probation to focus our attention on the facilitation of behavioral change with enhanced service delivery to Sex Offenders, Felony Domestic Violence Offenders and Juvenile Offenders with complex family dynamics that result in frequent detention stays.

KENDALL COUNTY SHERIFF'S OFFICE

MONTH-END REPORT



SEPTEMBER

2020

OPERATIONS DIVISION

POLICE SERVICES	September-19	September-20
Calls for Service	723	750
Police Reports	306	317
Total Arrests	52	50
Ordinance Citations Issued	0	1

TRAFFIC SERVICES	September-19	September-20
Traffic Contacts	1,001	514
Traffic Citations Issued	207	161
DUI Arrests	1	3

TRAFFIC CRASH INVESTIGATIONS	September-19	September-20
Property Damage	47	19
Personal Injury	9	20
Fatalities	0	0
TOTAL CRASH INVESTIGATIONS	56	39

VEHICLE USAGE	September-19	September-20
Total Miles Driven by Sheriff's Office	55,102	54,646
Vehicle Maintenance Expenditures	\$2,356	\$2,830
Fuel Expenditures	\$10,742	\$8,454
Fuel Gallons Purchased	4,495	4,412
Squad Damage Reports	0	0

AUXILIARY DEPUTIES	September-19	September-20
Ride-A-Long Hours	0	0
Auxiliary Hours	55	32
TOTAL AUXILIARY HOURS	28	32

EVIDENCE/PROPERTY ROOM	September-19	September-20
New Items Into Property Room	184	134
Disposal Orders Processed	106	25
Items Disposed Of	20	175
Items Sent to Crime Lab for Processing	11	7
Pounds of Prescription Meds Collected from Drop Box Program	14	15

INVESTIGATIONS/COPS ACTIVITIES	September-19	September-20
Total Assigned Cases (Patrol/Invest)	24	60
Total Closed Cases (Patrol/Invest)	34	42
Total Open Cases (Patrol/Invest)	130	175
Community Policing Meetings/Presentations	36	22

Sex Offender / Violent Offenders Against Youth Registrations	September-19	September-20
Sex Offender Registrations	15	11
Sex Offender - Address Verifications Completed	4	0
Sex Offender - Address Verification Attempted	7	0
Total # of Sex Offenders- Jurisdiction	29	31
Total # of Sex Offenders- Entire County	76	79
Violent Offenders Against Youth Registrations	1	1
VOAY - Address Verification Completed	0	0
VOAY - Address Verification Attempted	0	0
Total # of VOAY- Jurisdiction	3	5
Total # of VOAY- Entire County	19	21

RECORDS DIVISION

SHERIFF SALES	September-19	September-20
Sales Scheduled	32	0
Sales Cancelled	20	0
Sales Conducted	12	0

CIVIL PAPERWORK	September-19	September-20
Papers Filed/Received	174	166
Papers Served/Executed	136	130

REPLEVIN/LEVY	September-19	September-20
Replevin/Levy Scheduled	0	0
Replevin/Levy Conducted	0	0

ISA, SUBPOENA & FOIA REQUESTS	September-19	September-20
Electronic and Recording Copy Requests		45
Accident Reports	28	29
Background Checks	18	53
Incidents	52	59
Subpoenas	6	2
TOTAL REQUESTS	104	188

WARRANTS	September-19	September-20
Total Warrants on File	1,407	1,680
New Warrants Issued	100	120
Total Warrants Served	81	98
Warrants Quashed	27	32

EVICCTIONS	September-19	September-20
Evictions Scheduled for Month	15	0
Evictions Cancelled	6	0
Evictions Conducted	9	0

FEES	September-19	September-20
Civil Process Fees	\$3,734	\$1,842.00
Sheriff Sales Fees	\$6,600	\$0.00
Records Fees/Fingerprinting	\$145	\$235.00
Bond Processing Fees	\$791	\$873.42
TOTAL FEES COLLECTED	\$11,269	\$2,950

CORRECTIONS DIVISION

JAIL POPULATION	September-19	September-20
New Intake Bookings	191	168
Inmates Released	198	161
Federal Inmate ADP	92	72
Kendall County Inmate ADP	62	50
Other Jurisdictions Inmate ADP	4	12
Average Daily Population	159	134

JAIL MEALS	September-19	September-20
Number of Meals Prepared Consolidated Food	13,824	8,859
Price Per Meal	\$1.27	\$1.32

INMATE TRANSPORTS	September-19	September-20
To and From Kendall County Courthouse	72	24
Other County Court Transports	5	1
Out of County Prisoner Pickups	8	11
To I.D.O.C	2	0
Medical/Dental Transports	2	2
Court ordered medical transports	2	1
Juvenile To and From Youth Homes/Courts	16	6
Federal Transports	24	3
TOTAL INMATE TRANSPORTS	131	48

INMATE WORK CREWS	September-19	September-20
Number of Inmates	11	0
Number of Locations	2	0
Total Hours Worked	13	0

REVENUE	September-19	September-20
Amount Invoiced for Inmates Housed for Other Juris.	\$7,560	\$26,160.00
Amount Invoiced for Federal Housing	\$206,400	\$172,480.00
Amount Invoiced for Federal Court Transport	\$17,119	\$2,195.03
Amount Invoiced for Federal Medical Transport	\$340	\$114.86
TOTAL INVOICED	\$231,419	\$200,950

MEDICAL BILLING	September-19	September-20
Medical Contractual Services	\$15,789	\$19,425.89
Prescriptions	\$2,151	\$4,688.20
Medical	\$29	\$128.78
Dental	\$0	\$0.00
Emergency Medical Services	\$0	\$239.66
Medical Supplies	\$313	\$345.12
TOTAL MEDICAL BILLING	\$18,283	\$24,828

Outstanding FTA Fees	September-19	September-20
FTA Fees- Outstanding	\$75	\$375

COURT SECURITY	September-19	September-20
Entries	12,440	11,029
Items X-rayed	4,170	3,140
Bond Call - In Person	42	13
Bond Call - Video	16	51
Kendall Prisoners	73	45
Other Prisoners	25	10
Arrests made at Courthouse	19	22
Contraband Refused	65	81

KCSO TRAINING**CORRECTIONS DIVISION** September-19 September-20

NATURE OF TRAINING		
Lexipol Daily Training Bulletins		30.75
CourtSmart		3
CERT Monthly Training		28
Human Trafficking ILETSBEI		1
LEADS Re-Certification		1.5
Microsoft Excel Basics		6
Explosive Safety, Recognition, & Handling Course		8
De-Escalation & Minimizing Use of Force		2
OC Instructor		16
Special Mgmt Inmates: Reducing Risk & Enhancing Safety		1.25
TOTAL HOURS	315	98

OPERATIONS DIVISION September-19 September-20

NATURE OF TRAINING		
CourtSmart Monthly Training		18.5
Lexipol Daily Training Bulletin		17.25
Less Lethal Bean Bag Quals		14
Annual Shotgun Quals		133
Tactical Shoot		133
Taser X2 Re-Certification		7
SRT		48
Certified Child Passenger Safety Technician Course		24
Communicating Effectively w/ LGBTI Offenders		1
Ground Fighting Control Tactics for Women		16
Incident Command for Improved Patrol Response		8
Explosive Safety, Recognition, & Handling Course		8
Night Operations for Night Waiver		4
Tactical PIO		24
PREA: Your Responding to Sexual Abuse		3
OC Instructor		16
Acting Patrol Officer in Charge		16
TOTAL HOURS	699	491

COURT SECURITY September-19 September-20

NATURE OF TRAINING		
CourtSmart Monthly Training		3.5
Lexipol Daily Training Bulletin		4.5
LEADS Re-Certification		1.5
Microsoft Excel Basics		6
TOTAL HOURS	31	16

RECORDS DIVISION September-19 September-20

NATURE OF TRAINING		
FOIA Issues Facing Law Enforcement Today		18
Freedom of Information Act Training		4
TOTAL HOURS	35	22

AUXILIARY September-19 September-20

NATURE OF TRAINING		
TOTAL HOURS	22	0

INTERGOVERNMENTAL AGREEMENT

This AGREEMENT is made between the COUNTY OF KENDALL, Illinois, a local unit of government, (hereinafter referred to as "KENDALL COUNTY") and the COUNTY OF KANE, Illinois, a local unit of government, (hereinafter referred to as "KANE COUNTY") both organized and existing under the laws of the State of Illinois;

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any matter not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved provided that the unit of local government contracting with the county has authority to perform the service; and

WHEREAS, the COUNTY OF KENDALL and the COUNTY OF KANE are units of local government within the meaning of Article 7 Section 1 of the Illinois Constitution of 1970; and

WHEREAS, the COUNTY OF KENDALL and the COUNTY OF KANE are public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/2); and

WHEREAS, the COUNTY OF KANE and the COUNTY OF KENDALL are authorized to establish, support and maintain a detention home for the care and custody of delinquent minors (55 ILCS 75/1); and

WHEREAS, the COUNTY OF KENDALL is desirous of utilizing the available housing for juvenile detainees which the COUNTY OF KANE can provide;

WHEREAS, pursuant to the Juvenile Court Act, 705 ILCS 405/5, the CIRCUIT COURT FOR THE TWENTY-THIRD JUDICIAL CIRCUIT and the DESIGNATED COURT SERVICES STAFF (hereinafter, referenced as "AUTHORIZED KENDALL COUNTY OFFICIAL") are authorized to request detention services for juveniles in a secure detention facility; and

WHEREAS, the COUNTY OF KENDALL may expend tax receipts for detention services pursuant to an agreement with the COUNTY OF KANE (55 ILCS 75/9.3); and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the undersigned do agree to the following terms and conditions.

1. The foregoing recitals are incorporated herein as provision hereof.
2. The AGREEMENT commences upon date of approval and signature by KENDALL COUNTY and KANE COUNTY and will continue from date of signing to December 1, 2023.
3. HOUSING

3.1 KANE COUNTY agrees to provide temporary custody, specifically housing and detention services for minors authorized by KANE COUNTY, pursuant to the needs of KENDALL COUNTY, while remaining in compliance with all statutory requirements as delineated in Illinois Criminal Law and Procedures and the Illinois Juvenile Court Act. This includes NOT detaining status offenders and/or contempt of court offenders whose detainment originates from status offenses in accordance with the Juvenile Court Act.

3.2 It is agreed that KENDALL COUNTY shall utilize the current Kane County Juvenile Justice Center Detention Screening Instrument and Authorization form to authorize detainment. All housing provided by KANE COUNTY shall be at the Juvenile Justice Center located at 37W655 Route 38, St. Charles, Illinois.

3.3 In the event that a KENDALL County juvenile offender presents with a mental health or medical condition that may require specialized inpatient treatment, KANE COUNTY has the right to refuse intake for the minor until the minor is determined to be stabilized by a qualified mental health or medical professional, and whose aftercare or follow-up treatment is appropriate for detention in a juvenile facility, as more fully addressed in Section 7.4 in this Agreement.

4. COMMUNICATION BETWEEN KANE AND KENDALL COUNTY

4.1 Prior to admission, an AUTHORIZED KENDALL COUNTY OFFICIAL or sworn peace officer shall contact the Kane County Juvenile Justice Center for screening purposes and provide the following information if available:

- (a) A court order or a warrant authorizing the detention of the minor.
- (b) Any available health care information regarding the juveniles in custody. All health care information shall be provided to KANE COUNTY medical personnel in keeping with all applicable regulations and statutes.
- (c) Contact information for the detained minor's parent(s) and/or guardian(s).
- (d) Any information pertinent to ensuring the safety, security and welfare of the detained minor (e.g. alleged or underlying offense(s), criminal history, and immediate medical and/or mental health care issues).
- (e) Information regarding the date, time, and place of the detained minor's next court hearing.

4.2 The following ongoing information shall be exchanged between the Kane County Juvenile Justice Center and Kendall County:

- (a) KANE COUNTY shall provide KENDALL COUNTY with timely information, as soon as is practical thereafter, regarding any extraordinary or unusual occurrences involving any minor detained by

KENDALL COUNTY at the Kane County Juvenile Justice Center, including but not limited to: death, regardless of cause; escape or attempted escape; attempted suicide; serious injury to include accidental or self-inflicted; a medical emergency requiring emergency services outside of the Kane County Juvenile Justice Center; assaultive behavior by or toward the minor; ongoing or significant disregard for the rules and regulations of the Kane County Juvenile Justice Center by the minor; any incidents involving the minor which result in the filing of a police report or placement of the minor on individual programming.

(b) In the case of the escape or attempted escape of a **KENDALL COUNTY** minor prisoner confined in the Kane County Juvenile Justice Center, the Kane County Chief Judge's Office or the Kane County Juvenile Justice Center shall notify the Sheriffs of Kane and Kendall County promptly by telephone, so they may use all reasonable means to recapture the minor prisoner. The escape of a **KENDALL COUNTY** minor prisoner must be reported immediately by telephone to the Sheriff of Kendall County. The date of such escape and the return to custody must be reported in writing to the Sheriff of Kendall County within forty-eight (48) hours of said escape.

(c) **KENDALL COUNTY** shall provide **KANE COUNTY** with information on any upcoming court hearings and/or scheduled release dates for any minors detained by **KENDALL COUNTY**.

(d) **KENDALL COUNTY** shall provide **KANE COUNTY** at the time of detainment authorization any known information regarding serious mental health information or dangerous behavioral concerns to staff or others for any minors detained by **KENDALL COUNTY**.

5. **SCOPE OF DETENTION SERVICES:** **KANE COUNTY** shall provide minors with detention services as provided for in the Juvenile Court Act of 1987 (705 ILCS 405), all other governing statutes, and all detention regulations promulgated by the Illinois Department of Juvenile Justice. Services offered to minors housed for **KENDALL COUNTY** shall be commensurate to services offered to all other minors housed by **KANE COUNTY**.

6. **TRANSPORTATION OF MINORS**

An **AUTHORIZED KENDALL COUNTY OFFICIAL**, or the appropriate arresting agency's designated law enforcement official, pursuant to the established policies of **KENDALL COUNTY**, shall provide for transportation of minors to and from **KANE COUNTY** for initial admission. Thereafter, an **AUTHORIZED KENDALL COUNTY OFFICIAL** shall provide transportation of minors to and from **KANE COUNTY** for scheduled off-site health care services, court-ordered furloughs, IDJJ commitments, residential placement dispositions and court hearings. Yet, in the case of non-scheduled off-site medical care services, such as emergency hospital care, **KANE COUNTY** shall provide such transportation as is necessary for the juvenile to receive such care. For the expense and staffing of such trip, **KENDALL COUNTY** shall compensate **KANE COUNTY** a flat fee of

↑ \$30
SARIE

\$180.00 per detainee per round-trip for such non-scheduled off-site medical services for transports lasting less than three (3) hours. For transports in excess of three (3) hours, KENDALL COUNTY shall compensate KANE COUNTY a flat fee of \$180.00 plus \$56 per hour exceeding three (3) hours for off-site staffing coverage for the combined cost of two (2) mid-level youth counselors. KENDALL COUNTY is custodian of the minor when providing transportation. Except for emergency situations, an AUTHORIZED KENDALL COUNTY OFFICIAL will provide notice to KANE COUNTY one day prior to any transport.

7. HEALTH CARE SERVICES

7.1 KANE COUNTY shall provide basic health care services (e.g. dispensing non-specialty prescribed medications, nursing care for minor injuries and illness, counseling for mental health concerns, and examination as needed by medical doctor and psychiatrist) to minors housed for KENDALL COUNTY in keeping with services made available to other minors housed in KANE COUNTY.

7.2 The parent(s)/guardian(s)/minor's medical insurance shall pay for any health care services received at a facility outside of the Kane County Juvenile Justice Center and this includes any emergency health care services deemed necessary by KANE COUNTY. The parent(s)/guardian(s)/minor's medical insurance shall pay for any specialty prescribed medications. With the assistance of KENDALL COUNTY, KANE COUNTY shall coordinate with the parent(s) or guardian(s) to obtain insurance information. In the event the minor is not covered by medical insurance, KENDALL COUNTY shall be responsible and bear any and all expenses arising from any specialty prescribed medications or medical services provided to the minor at a facility outside of the Kane County Juvenile Justice Center. As between KANE COUNTY and KENDALL COUNTY, KENDALL COUNTY shall become the responsible party and bear any and all payments of outstanding medical bills but shall retain any rights it may have to seek reimbursement from the minor, the minor's parent(s)/guardians(s), any insurance carrier, or any other responsible party.

7.3 In the event a minor detained for KENDALL COUNTY is admitted for hospitalization for emergency health care services, or will exceed three (3) hours in the emergency department, KANE COUNTY will notify the AUTHORIZED KENDALL COUNTY OFFICIAL (or other person authorized by the Chief Judge of the Circuit Court for the Twenty-Third Judicial Circuit). In such an emergency situation, KENDALL COUNTY shall compensate KANE COUNTY as described in Section 6 above. If the minor is admitted to a local Kane County hospital, KENDALL COUNTY will provide staff to remain at the hospital during hospitalization. KENDALL COUNTY shall obtain a court order releasing the minor from Kane County's custody for the duration of the minor's hospitalization and obtain a separate order returning the minor to Kane County's custody upon the minor's release from the hospital. KENDALL COUNTY is responsible for coordinating security arrangements with the facility's security department. If the minor is assessed or hospitalized at a non-local mental health hospital, KENDALL COUNTY shall compensate KANE COUNTY for the transport as described in section 6.1 above.

7.4 The parties agree that the intent of juvenile detention is to house delinquent minors pending court proceedings; it is not to be used in lieu of treatment for minors in need of mental health treatment such as psychological services or specialized medical care. Minors who require mental health treatment at a level of care higher than an outpatient setting are not appropriate for detention. These minors will need to obtain the proper treatment in the appropriate medical or mental health care facility and be medically and/or psychologically stable before they are accepted for detention. Should a minor be deemed in need of inpatient mental health care services, specialized medical care or in need of services outside the scope of juvenile detention, as determined by a Licensed Practitioner of the Healing Arts with a valid clinical license in the state of Illinois, Kane County will require that the minor be removed from the facility within 72 hours, with all costs of transportation assumed by Kendall County. Should the minor not be removed within 72 hours, Kendall County agrees to pay a per diem rate of \$500/day in consideration for increased level of care required for the subject minor.

8. FEES AND PAYMENT

8.1 As consideration for the foregoing, KENDALL COUNTY agrees to provide compensation to KANE COUNTY in the amount of \$135.00 per day, per minor for occupied detention beds. KANE COUNTY shall provide an invoice to KENDALL COUNTY by the tenth day of the month reflecting services provided during the previous month. KENDALL COUNTY shall remit payment within 60 days after receipt of such invoice.

increase
\$15

9. INDEMNIFICATION

9.1 KANE COUNTY shall be responsible for and shall indemnify, defend with counsel of KENDALL COUNTY's own choosing, and hold harmless KENDALL COUNTY and its past, present and future board members, elected officials, insurers, agents, officers, and employees against any and all liabilities, claims, demands or suits arising out of the performance of this agreement by KANE COUNTY, the confinement of any KENDALL COUNTY juvenile at the KANE COUNTY Juvenile Justice Center, and any practice, policy, rule, regulation, act or omission of KANE COUNTY, or any officers, agents, employees, or servants, relating to the custody, care, supervision, transport of any KENDALL COUNTY minor in the custody of KANE COUNTY or relating to the maintenance of KANE COUNTY property or premises, to the fullest extent authorized by law.

KENDALL COUNTY shall be responsible for and shall indemnify, defend with counsel of KANE COUNTY's own choosing, and hold harmless KANE COUNTY and its past, present and future board members, elected officials, insurers, agents, officers, and employees against any and all liabilities, claims, demands or suits arising out of the performance of this agreement by KENDALL COUNTY or suits brought by, or on behalf of, any KENDALL COUNTY minor housed pursuant to this Agreement, arising out of any practice, policy, rule, regulation, act or omission of KENDALL COUNTY, or any agents, employees, or servants thereof relating to their care, custody, supervision, or transport of any KENDALL COUNTY minor

while in the custody of KENDALL COUNTY, to the fullest extent authorized by law.

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 KANE COUNTY or their agents or employees which may result from the presence of KENDALL COUNTY juveniles during contractual incarceration shall be the sole responsibility of KANE COUNTY.

KANE COUNTY agrees that it shall maintain general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each occurrence with \$10,000,000 million in aggregate and comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit. KANE COUNTY's auto liability and general liability coverage shall be primary coverage in circumstances of alleged or proved errors or negligence by KANE COUNTY or KANE COUNTY's employees. KANE COUNTY's coverage shall name the County of Kendall as an additional insured, with its members, representatives, officers, agents and employees. Certificates of such insurance detailing the coverage therein shall be available to the County of KENDALL upon execution of this Agreement.

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

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

10. **EFFECTIVE DATE, AMENDMENT, MODIFICATION AND RENEWAL:** This AGREEMENT shall become effective upon the date of acceptance by all parties hereto. However, the rates pursuant to Section 8.1 shall not be charged until after December 1, 2020. This AGREEMENT may be amended with written consent of all parties hereto and, provided a need continues to exist, may be renewed thirty (30) days prior to the expiration date for a period not to exceed one (1) year for each renewal. This AGREEMENT may be cancelled by any party hereto upon sixty (60) days written notice to all parties.
11. **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 the Sixteenth Judicial Circuit, State of Illinois.
12. **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.

13. **NOTICES:** Any Notice given pursuant to a preceding Section of this AGREEMENT 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. In the case of notice to KENDALL COUNTY, any notice shall also be sent to Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. In the case of notice to KANE COUNTY, any notice shall also be sent to Kane County State's Attorney, 100 South Third Street, 4th Floor, Geneva, IL 60134.
14. **AUTHORIZATION:** KENDALL COUNTY and KANE COUNTY 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 KENDALL COUNTY and KANE COUNTY, legally and enforceable at law and equity against both.
15. **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.
16. **RULES AND REGULATIONS:** It is agreed by and between the parties hereto that KENDALL COUNTY minor prisoners confined to the KANE COUNTY Juvenile Justice Center facility pursuant to this Agreement are subject to the rules and regulations of the KANE COUNTY Juvenile Justice Center facility 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 KENDALL COUNTY Jail.
17. **NON DISCRIMINATION:** KANE COUNTY agrees that no KENDALL COUNTY minor prisoner confined in the KANE COUNTY Juvenile Justice Center 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.
18. **P.R.E.A. Compliance:** As of the date of execution of this AGREEMENT, the KANE COUNTY Juvenile Justice Center Superintendent has adopted and the KANE COUNTY Juvenile Justice Center 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.
19. **EXECUTION:** 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 KENDALL COUNTY and the KANE COUNTY.

KANE COUNTY

Chairman, Kane County Board
719 S. Batavia Avenue
Geneva, Illinois 60134

Date: _____

KENDALL COUNTY

Chairman, Kendall County Board
Kendall County Office of Administrative Services
111 W. Fox Street
Yorkville, Illinois 60560

Date: _____

COUNTY OF KENDALL, ILLINOIS
Ordinance # ____ - ____

PEDDLERS AND SOLICITORS

Article I. IN GENERAL

Sec. 1 Penalty for violation.

- a. Any person violating any provisions of this chapter shall be subject to all penalties allowed by the laws of the state including, but not limited to, criminal prosecution.
- b. Notwithstanding any other remedies available to the County pursuant to this ordinance, any person violating any of the provisions of the ordinance shall be fined not less than fifty dollars (\$50.00) nor more than one thousand (\$1,000) or each offense.
- c. A separate offense shall be deemed committed on each day of which the violation occurs or continues to occur, unless it is an offense under Section 2 of this Article then it shall be per occurrence.

Sec. 2. General violations.

It shall be a violation of this ordinance for anyone who is licensed to peddle or solicit, by the County of Kendall to disregard signs on private residences or businesses that state "No Soliciting" These signs shall be clearly visible and unobstructed within 3ft of the front door with the letters being no smaller than $\frac{3}{4}$ of an inch and in capital letters.

Sec. 3. Exemptions to this ordinance.

This ordinance shall not apply to religious proselytizing, as well as anonymous political speeches, and handbill distribution.

Article II. PEDDLERS

Sec 1. Peddle defined.

As used in this article. "peddle" shall mean the selling, bartering or exchanging or the offering for sale, hailer or exchange for any tangible personal property, for profit, in any unincorporated areas of the county, upon or along the streets, highways, or public places, or from house to house, whether at one place thereon or from place to place, from any wagon, truck, pushcart or other vehicle or from movable receptacles of any kind but shall not include the delivery of any item previously ordered or the sale of items along delivery routes where the purchaser has previously requested the seller to stop and exhibit his items. Nor shall peddle be taken to include the solicitation of orders by sample where the goods are not delivered at the time the order is taken.

Sec. 2. License

2. Seeking to obtain prospective customers for application or purchase of insurance of any type, kind or character; or
3. Seeking to obtain subscriptions to books, magazines, periodicals, newspapers and every other type or kind of publication; or
4. Seeking to obtain prospective customers for application or purchase of utility; or
5. Seeking to obtain gifts or contributions of money, clothing, or any other valuable thing for the support or benefit of any charitable or nonprofit association, organization, corporation, or project.

Sec. 2. Application for certificate of registration and exemptions.

Every person desiring to engage in soliciting as herein defined from persons in residences within any area of the county that is not within the corporate limits of a municipality is hereby required to make written application for a certificate of registration as hereinafter provided. Application for a certificate of registration shall be accomplished by an application fee in the amount of \$15.00. No certificate of registration shall be required for persons soliciting on behalf of any religious, charitable, or nonprofit association, organization, corporation or project.

Sec. 3. Form, contents of an application for a certificate of registration.

a. Application for a certificate of registration shall be made upon a form provided by the Kendall County Sheriff's Office. The applicant shall truthfully state in full the information requested on the application, to wit:

1. Name and address of the present place of residence and length of residence at such address: business address if other than residence address: and Social Security number;
2. Address of place of residence during the past three years if other than present address;
3. Date of birth of the applicant, marital status, and if married, the name of the spouse;
4. Physical description of the applicant;
5. Name and address of the person by whom the applicant is employed or represents, and the length of time of such employment or representation;
6. Name and address of employer during the past three years if other than present employer;
7. A description sufficient for identification of the subject matter of the soliciting which the applicant will he engage in;
8. The period of time for which the certificate is applied for;
9. The date, or approximate date, of the latest previous application for a certificate under this article, if any;
10. Whether a certificate of registration issued to the applicant under this article has ever been revoked;

b. Immediately upon the giving of such notice, the certificate of registration shall become null and void.

Sec. 8. Certificate to state expiration.

The certificate of registration shall state the expiration date thereof. No certificate of registration shall be valid for a period in excess of 30 days. A certificate of registration may be renewed for a period not in excess of 30 days an unlimited number of times upon verification by the Kendall County Sheriff that the registered solicitor remains in compliance with this article and payment of the application fee of \$15.00.

Sec. 9. Display of certificate of registration.

Every person engaging in solicitation as herein defined from persons in residences within any unincorporated areas of the county shall display a valid certificate of registration. The certificate of registration shall be displayed by affixing it to the outer garments of the solicitor in such a manner that the certificate is easily visible to persons solicited.

Sec. 10. Duty to leave premises on request.

Any solicitor who has gained entrance to any residence, whether invited or not, shall immediately and peacefully depart from the premises when requested to do so by the occupant.

DATE OF KENDALL COUNTY BOARD APPROVAL: _____

DATE OF EFFECT: _____

ADOPTED and APPROVED this _____ day of _____ 2020.

Approved:

Scott R. Gryder
Kendall County Board Chairman

Debbie Gillette
Kendall County Clerk and Recorder