

COUNTY OF KENDALL, ILLINOIS
LAW, JUSTICE, AND LEGISLATION COMMITTEE
KENDALL COUNTY HISTORIC COURTHOUSE
109 W. Ridge Street; 3rd floor Courtroom; Yorkville
Monday, January 25, 2021 ~ 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:** Judy Gilmour (Chair), Amy Cesich, Dan Koukol, Ruben Rodriguez, Robyn Vickers
- 4. Approval of the Agenda**
- 5. Approval of the November 9, 2020 meeting minutes**
- 6. Public Comment**
- 7. Status reports**
 - A. Coroner
 - B. Emergency Management Agency
 - C. Public Defender
 - D. Circuit Clerk
 - E. Court Services
 - F. Sheriff's Office
 1. Operations Division
 2. Corrections Division
 3. Records Division
- 8. Old Business**
- 9. New Business**
 - *Discussion and Approval of the Invitation to Bid for the Sheriff's Office Electronic Monitoring Equipment and Services Contract*
 - *Discussion and Approval of Resolution Recommending Governor Pritzker Veto House Bill 3653*
- 10. Legislative update**
- 11. Chairman's report/comments**
- 12. Executive Session**
- 13. Adjournment**

Microsoft Teams meeting

Join on your computer or mobile app

[Click here to join the meeting](#)

Or call in (audio only)

[+1 309-248-0701](#)

Phone Conference ID: 691 637 200#

If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at (630) 553-4171, a minimum of 24-hours prior to the meeting time

COUNTY OF KENDALL, ILLINOIS
Law, Justice and Legislation Committee
Monday, November 9, 2020
Remote Meeting Minutes

Call to Order and Pledge Allegiance – Chair Tony Giles called the meeting to order at 3:16p.m. and led the Pledge of Allegiance.

Roll Call:

Committee Member	Status	Arrived	Left Meeting
Tony Giles	Here		
Judy Gilmour	Here		
Audra Hendrix	ABSENT		
Matthew Prochaska	Here		
Robyn Vickers	Here		

Others Present: EMA Sheriff’s Office Chief Deputy Mike Peters, Chief Coroner Jacquie Purcell, Sheriff’s Office Undersheriff Bobby Richardson

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

Approval of Minutes – Member Gilmour made a motion to approve the October 14, 2020 meeting minutes, second by Member Prochaska. **With four members present voting aye, the motion carried by a 4-0 vote.**

Public Comment - None

Status Reports

Coroner – **Written report provided.** Coroner Purcell reported a total of 353 deaths in the County through the end of October, including 25 total deaths, one accidental death and 1 accidental death due to combined drug toxicity.

There were a total of 13.5 Community service hours served in September.

EMA – **Written report provided.** Director Bonuchi stated the Public Assistance Grant request for PPE expenses was approved, no funding provided yet. Director Bonuchi updated the committee on continued Covid-19 safety efforts as follows:

- Additional PPE shipped to us from IEMA, put in storage - 60+ day supply stored at the EOC and the Courthouse.
- Met with KC Health Department 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 mass vaccination event in November at the Yorkville High School – no date determined yet.

- Visited Yorkville HS with the mass vaccination team for continued planning of the event. date to be determined, but it could be as early as March.

Director Bonuchi reported that the Dresden quarterly communications drill testing was conducted recently using the EONS Alert system.

Kendall County Rescue participated to two different events in October:

- October 10 – Multi agency Search and Rescue training was held at the historic Courthouse. The subject was Autistic. The portion on Alzheimer’s was cancelled due to the instructor’s organization moving to online teaching. Sixteen Search and Rescue professionals from five agencies attended. Six Kendall County EMA Search and Rescue personnel participated.
- October 20 – Multi Agency Search and Rescue Zoom training. The subject was SarTopo mobile app and desktop features. The entire area is starting to use the program and this training was meant to get more people up to speed. Thirty-five professionals from eight agencies attended, including a couple from Red Rock Search and Rescue in Las Vegas. Six Kendall County EMA Search and Rescue personnel participated in the training.

The WSPY EAS transmitter is still out of service. Required weekly and monthly testing of IPAWS, NARS Starcom continues.

Public Defender – Written report provided. Public Defender Vicki Chuffo reported that they had 176 new cases in October, and currently have 1,697 open cases to date. The office has been appointed to 15 individuals for bond call only appointments from October 7 to November 3, 2020.

Circuit Clerk -

Court Services – Written report provided. Director Elliott reported that the 2-year Intergovernmental Agreement with Kane County has been sent to Kane County and is awaiting signatures. Once complete, they will file the original with the County Clerk’s Office.

Court Service – Probation and the Sheriff’s Office have been working to transition the GPS Monitor Program and anticipate a January 1, 2021 transfer date for the GPS Program to the Sheriff’s Office. The on-call responsibilities for the Probation Office will cease in February 2021.

Director Elliott reported that the Kendall County Court Services has been sought out to participate in several advisory panels for defining data elements through the Administrative Office of Illinois Courts. This is significant in that Kendall County Probation is recognized as a department that continually strives to be at the forefront of best practices as well as works to ensure we have good data to guide our decision making. It allows us to ensure the needs of Kendall County residents are given a voice when making data driven decisions on a statewide basis.

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 - None

Chairman's Report/Comments – Chair Giles thanked the committee and elected officials and department heads for their work with him and this committee for the past four years that he's served.

Items for the November 17, 2020 Kendall County Board Meeting - None

Items for the November 12, 2020 Committee of the Whole Meeting - None

Public Comment - None

Legislative Update – None

Executive Session – Not needed

Adjournment – Member Prochaska made a motion to adjourn the meeting, second by Member Gilmour. **With four members in agreement, the meeting adjourned at 3:32p.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Secretary



KENDALL COUNTY CORONER
— JACQUIE PURCELL —

**Kendall County Coroner's Office
Annual Report
2020**

Office of the Kendall County Coroner

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To the Citizens of Kendall County:

The Kendall County Coroner's Office is pleased to release this 2020 Annual Report. The purpose of the report is to enable the Kendall County Board Members and the general public to better acquaint themselves with the activities of our office, as well as to provide an ongoing statistical analysis of past and current deaths in the county to serve as a tool for future planning.

Wow, what a year we have had! My office has really had to adapt and overcome with the changes brought upon us by the Novel Coronavirus-19. We run a 24/7/365 schedule with a very small staff, and due to COVID-19, we had to scale back that staff even more. We were able to complete a lot of work from home, developed new techniques, and quickly changed protocols to maintain safety with both staff and public.

We missed out on a lot of programs we would normally have been involved with. We miss being able to network with fellow law enforcement, fire and EMS personnel. We miss having interns. We miss having community service help. We miss the public interactions, both in the office and throughout the community. But, we have remained healthy and safe, and that is what is important. These areas of vigilance continue to exemplify an office which proudly produces quality and professional death investigations. Our commitment to serving Kendall County is our number one priority.

I am tremendously appreciative to my investigators and assistants for their dedication, both to the office and to the families we serve. Their compassionate care is unmistakable in everything they do. It is truly my honor to work alongside such fine individuals. I feel like I have grown so much over the course of my first term, and I am honored to begin serving my second term as Coroner of Kendall County.

Sincerely,



Jacquie Purcell
Kendall County Coroner



Coroner's Office Personnel

According to the Illinois State Statutes which govern the Coroner's Office, the Coroner and Deputy Coroners are sworn law enforcement officers and are designated by the law as peace officers. In fact, according to IL state statute, the Coroner and Sheriff hold equal powers throughout the county. Our office is comprised of both sworn and non-sworn personnel. Coroner Purcell, Chief Deputy Gotte, Deputy Jessica Gotte, Deputy Dave Jordan and Deputy Paty Monarrez are all sworn officers. In addition, we have four coroner's assistants. The assistants are not sworn officers, and as such, do not hold the same powers nor do they share the same responsibilities as the deputy coroners.

Jacquie Purcell

Kendall County Coroner

Jacquie is the 25th person to be elected as Coroner of Kendall County. She graduated from Worsham College where she studied mortuary science. She is a nationally board certified funeral director and embalmer. She has worked in the death industry since 1994. She began her career with the Kane County Coroner's Office, moved to the LaSalle County Coroner's Office and has been with the Kendall County Coroner's Office since 2003. Jacquie is a diplomate of the American Board of Medicolegal Death Investigators, and she serves as the District 1 Director for the Illinois Coroners & Medical Examiner's Association. Jacquie is also a member of the International Association of Coroners & Medical Examiner's Association, the Society of Medicolegal Death Investigators and an affiliate member of the National Association of Medical Examiners.

Levi Gotte

Chief Deputy Coroner

Levi is the only full-time staff member in the coroner's office. His background is extensive in public safety. He has worked as a supervisor for Kendall County's 9-1-1 Center. He is currently appointed as the Deputy Director of Operations with the Kendall County Emergency Management Agency. Levi has completed training with the St. Louis University School of Medicine – Division of Forensic Sciences, Basic Medicolegal Death Investigator Training Program. He is also a fellow member of the International Association of Coroners and Medical Examiners.

Jessica Gotte

Deputy Coroner

Jessica is a part-time Deputy Coroner with the office. She studied at College of DuPage and received her license as Radiologic Technician. She furthered her studies at Weber State University in Utah where she received her license as a Radiological Practitioner Assistant. She currently works full time in the Interventional Radiology department at a local hospital. Jessica completed training with the International Coroner's and Medical Examiner's Association, Basic Medicolegal Death Investigator Training Program. She is also a fellow member of the International Association of Coroners and Medical Examiners.

David Jordan

Deputy Coroner

Dave is a part-time Deputy Coroner with Kendall County. He is employed full-time as a Lieutenant and Paramedic and part-time as an Assistant Chief of Operations for two local fire protection districts. Dave has over 30 years of experience in the fire service.

Patricia Monarrez

Deputy Coroner

Patricia (Paty) was promoted from Coroner's Assistant to Deputy Coroner this year. She is a graduate of Calumet College of St. Joseph with her degree in Criminal Justice with a Forensic Science Concentration. She works full-time as a Youth Counselor with the Kane County Juvenile Justice Center.

Coroner's Assistants

Jennifer Hockings

Michael Melcher

Lynsey Ingram

Jennifer Coe

Dr. Kristin Escobar Alvarenga

Forensic Pathologist / Coroner's Physician

Kristin Escobar Alvarenga, M.D., is originally from Texas where she received her undergraduate degree from Baylor University and her medical degree from the University of Texas Medical Branch in Galveston, Texas. She then completed her Anatomic and Clinical Pathology Residency at Montefiore Medical Center and the Albert Einstein College of Medicine in Bronx, New York, followed by a one-year forensic pathology fellowship training program at the Harris County Institute of Forensic Sciences. Dr. Escobar-Alvarenga works full-time as a medical examiner in Cook County, and she contracts with Kendall County as a Coroner's Physician.



Reportable Deaths in Kendall County

Kendall County runs on a fiscal year which begins December 1 and ends on November 30. Therefore, the deaths presented in this report occurred during Fiscal Year 2020, which began December 1, 2019 and ended November 30, 2020.

The State of Illinois dictates that the jurisdiction for the coroner is wherever the subject is pronounced dead. This simply means that if an incident occurs in Kendall County, but that person is transported by any means (personal transport, ambulance, helicopter, etc.) to a hospital or area outside of Kendall County, and is pronounced dead, the Coroner in that county assumes jurisdiction for that death. There are many incidents that begin in Kendall County, but jurisdiction for the coroner is transferred to another county when the subject is pronounced dead (generally at a hospital) outside of the county.

There are 5 manners of death. Each reported death will be examined and assigned a manner and cause of death. The manners are: natural, accidental, suicidal, homicidal or undetermined. The following charts show a breakdown of deaths which have occurred and were reported to our office during Fiscal Year 2020.

DEATHS by MANNER

Natural	365
Accident	17
Suicide	13
Homicide	1
Undetermined	0
TOTAL DEATHS REPORTED 2020	396

Scene Response/Transportation

The Kendall County Coroner's Office responds to many scenes throughout the year. During the investigation, the decision is made whether or not the body should be transported to the Kendall County Coroner's Office for further investigation, transported until next-of-kin can be notified, or released directly to the care of the funeral home. In 2020, the Coroner's staff responded to 57 different calls/scenes and transported 47 bodies to the Kendall County morgue.

NATURAL DEATHS by Cause

Description	# of Cases
ALL Heart Related	92
ALL Cancers	90
ALL Dementias	70
COPD/Pneumonias	29
ALL Stroke/CVAs	32
ALL Failure to Thrive	9
ALL Kidney Failure	13
ALL Other	30

COVID-19 Related Deaths

The Coroner's Office is responsible for tracking deaths that occur inside Kendall County. There were 8 deaths inside Kendall County attributed to COVID-19 throughout FY2020.

Date	Age	M/F	Location
4/2020	95	Male	Facility
5/2020	86	Female	Facility
5/2020	91	Female	Facility
5/2020	86	Female	Facility
11/2020	91	Female	Facility
11/2020	95	Male	Facility
11/2020	92	Female	Facility
11/2020	89	Female	Residence - Hospice

NON-NATURAL DEATHS by Cause & Manner

DESCRIPTION	MANNER	Age	M/F
Combined Ethanol & Nordiazepam Toxicity	Accident	59	Male
Injuries due to Motor Vehicle Collision	Accident	22	Male
Combined Hydrocodone & Diphenhydramine Toxicity	Accident	55	Male
Combined Ethanol, 4-ANPP, Fentanyl, Acetyl Fentanyl and Mitragynine Toxicity	Accident	42	Male
Combined Drug (Fentanyl and 4-ANPP) Toxicity	Accident	19	Male
Combined Drug (4-ANPP, Fentanyl & Alprazolam) Toxicity	Accident	32	Male
Combined Drug (Ethanol, Methamphetamine, Trazodone, Nordiazepam) Toxicity	Accident	35	Female
Blunt Force Trauma Due to Automobile vs Tree	Accident	25	Male
Blunt Force Trauma Due to Automobile vs Tree	Accident	46	Male
Combined Drug (Alprazolam, Cocaine & Fentanyl) Toxicity	Accident	23	Male
Diabetic Ketoacidosis, Recent Cocaine Use	Accident	45	Male
Combined Drug (Heroin, Alprazolam & Diazepam) Toxicity	Accident	41	Male
Exsanguination due to Central Venous Dialysis Catheter Displacement	Accident	80	Female
Fentanyl Toxicity	Accident	47	Female
Combined Drug (Fentanyl, Diazepam, Hydrocodone, Oxymorphone, Alprazolam and 4-ANPP) Toxicity	Accident	30	Female
Combined Drug (Fentanyl, Mitragynine, 4-ANPP & Recent Cocaine) Toxicity	Accident	35	Male
Combined Drug (Fentanyl & 4-ANPP) Toxicity	Accident	44	Female
Asphyxiation due to Bag Over Head	Suicide	53	Male
Asphyxiation due to Hanging	Suicide	51	Male
Asphyxiation due to Hanging	Suicide	92	Male
Gunshot Wound to the Head	Suicide	83	Male
Gunshot Wound to the Head	Suicide	52	Male
Asphyxiation due to Hanging	Suicide	22	Male
Gunshot Wound to the Head	Suicide	19	Male
Gunshot Wound to the Head	Suicide	33	Male
Asphyxiation due to Hanging	Suicide	24	Male
Asphyxiation due to Hanging	Suicide	22	Male
Gunshot Wound to the Head	Suicide	26	Male
Gunshot Wound to the Head	Suicide	48	Male
Asphyxiation due to Hanging	Suicide	54	Male
Olanzapine Toxicity	Homicide	6	Female

BUDGET

The Kendall County Coroner's Office operates on a budget from the general fund. In FY 2020 our entire operating budget was \$180,658. We also generate revenue by charging a \$50 fee for cremation authorizations and various fees for specific reports (autopsy reports, toxicology reports, etc.). In FY 2020, the Kendall County Coroner's Office authorized 249 cremation permits. According to the IL State Statute, all revenues received from cremation permits and fees for report copies are held in a special fund which can be used to supplement the coroner's office's general operations. In 2020, the Kendall County Coroner's Office received \$11,833.00, in special fees. The coroner's offices throughout the State of Illinois also receive an annual grant. The grant monies are based on a surcharge amount placed on each death certificate issued. Therefore, the grant amount is dependent on the number of death certificates issued, throughout the state, during the previous year. In FY 2020, the Kendall County Coroner's Office received a grant for \$4,336.00. The Kendall County Coroner's Office began working with SUDORS (State Unintentional Drug Overdose Reporting System) which provides a stipend to the office in return for statistical gathering and actively working to reduce opioid deaths within the communities. In 2020, the Kendall County Coroner's Office received a stipend for \$1944.75. These combined monies are mostly unrestricted and are used to supplement the general budget.

FOIA

Freedom of Information

The Kendall County Coroner's Office receives requests throughout the year for records and information. The majority of information regarding a death is considered public information. In 2020, the Kendall County Coroner's Office fulfilled 4 FOIA requests.

Please refer to the Kendall County website at www.co.kendall.il.us and click on the FOIA link to process any FOIA requests.

ORGAN/TISSUE DONATION

We work closely with the Gift of Hope which is our regional Organ Procurement Organization. In 2020, the Kendall County Coroner's Office facilitated a number of donations which benefited over one hundred recipients. The gift of donation is special for both the donor and family and recipient. The criterion which needs to be met to even qualify for donation is quite strict, so when a donation is able to be successfully completed – it is truly a gift.

COMMUNITY PROGRAMS

Throughout the year we are quite active in the community. The Kendall County Coroner's Office is active in the local high schools and vocational schools with the various driver's education programs, Law Enforcement Classes, Health & Science Careers, and STEM programs. Again, due to COVID-19, many programs were cancelled. Our community and training programs are well received, and we hope to be back out in the community soon.

Coroner Purcell hosts a monthly meeting called 'Lights of Hope' for family and friends who have been impacted by an overdose related death. We normally meet at a local restaurant, but due to indoor dining restrictions these meetings have had to be placed on hold. However, we do keep in touch with each other via our Facebook page. Please refer to the Kendall County Coroner's Facebook page for more information.

The Kendall County Coroner's Office provides monthly open-to-the-public tours of the office and morgue. Please refer to the Kendall County website or Facebook page for additional information. We will offer open-to-the-public tours again when it is safe to do so.

Coroner Purcell was recently appointed as the Chairman of the Tri-County At-Risk Adult Fatality Review Team. The team serves to identify deaths of At-Risk Adults and establish protocols to ensure certain measures are in place to avoid similar deaths.

The Kendall County Coroner's Office partners with the Kendall County Probation Department for community service workers. Many hours of community service hours are served each year through the Coroner's Office.



Elected Coroners of Kendall County

<u>Name</u>	<u>Term</u>
Hon. Lewis Brinsley Judson	1841-1842
Hon. George Albert Hollenback	1842-1848
Hon. Solomon Heustis	1848-1854
Hon. William Wesley Winn	1854-1856
Hon. Nathan Carr Mighell	1856-1860
Hon. John H. Bird	1860-1862
Hon. John Dunn	1862-1864
Hon. Mordicai Davis	1864-1866
Dr. Daniel Smith Jenks	1866-1868
Hon. Lyman Childs	1868-1870
Hon. Willis Atkins	1870-1872
Hon. James B. Littlewood	1872-1874
Hon. Orris W. Grant	1874-1878
Dr. Isaac E. Bennett	1878-1882
Dr. Robert Alexander McClelland	1882-1892
Dr. Frank Howard Lord	1892-1900
Dr. Amasa Elijah Field	1900-1904
Hon. Thomas Barnett Drew	1904-1916
Hon. Arthur Evarts Lord	1916-1928
Dr. Frederick Michael Groner	1928-1940
Dr. Lyman Ambrose Perkins	1940-1960
Hon. Everett M. McKeown	1960-1976
Hon. William F. Dunn	1976-1992
Hon. Kenneth Orrin Toftoy	1992-2016
Hon. Jacqueline Rae Purcell	2016 -

HISTORY OF CORONER



'Carorum Ad Curam', this is a Latin statement you'll notice on many of the items produced from our office. It is a way of offering tribute to the original roots of the Coroner's Office. Originally, the job title, *'custos placitorum coronae'*, was the officer tasked with protecting the property of the Royal Family. From the Latin, *'Corona'*, meaning 'crown' eventually became 'Coroner'. The

function of the office gradually changed, and by the 17th century the main duties were to determine the cause of death in cases not obviously natural. *'Carorum Ad Curam'* translates literally to mean 'to take care of loved ones'. There is no better way to express what we do here in our office. We take care of loved ones – both who have died and those left to mourn.

CLOSING

The Kendall County Coroner's Office is always available to the public for questions or concerns. Please feel free to contact us for any reason.



OFFICE OF JACQUIE PURCELL
KENDALL COUNTY CORONER

804 W. JOHN STREET, STE A
YORKVILLE, ILLINOIS 60560

RESOURCES

Gift of Hope Organ/Tissue Network	630-758-2600
Nationwide Chaplain Services	847-890-5003
Compassionate Friends (Local) (For parents who have lost children)	630-779-7756
Lights of Hope (For those impacted by overdose deaths)	630-553-4200
Survivors of Suicide (Resources for those impacted by suicide)	630-482-9699
Kendall County Health Department (Grief Counseling Services)	630-553-9100
Veteran's Assistance Commission	630-553-8355

The following is a list of funeral homes, direct cremation and donation services in our general area. The Kendall County Coroner does not recommend one funeral home, cremation or donation service over another.

Direct Cremation Services

Cremation Society of Illinois	800-622-8358
Illinois Cremation Centers	877-368-7005
Simplicity Funeral & Cremation Care	630-445-1439
DuPage Cremations, Ltd.	630-293-5200

Direct Body Donation Services

Science Care	800-417-3747
Anatomical Gift Association	312-733-5283

Local Funeral Homes

Aurora	
Daleiden Mortuary	630-631-5500
Healy Chapel	630-897-9291
James Funeral Service	630-851-6503
Montgomery	
Dieterle Memorial Home	630-897-1196
Newark	
Gabel-Dunn Funeral Home	815-695-5131
Oswego	
Dunn Family Funeral Home	630-554-8484
Plano	
Larson-Nelson Funeral Home	630-552-7211
Turner-Eighner Funeral Home	630-552-3022
Sandwich	
Beverage Funeral Home	815-786-6715
Nelson Funeral Home	815-786-6461
Burkhart-Eighner Funeral Home	815-786-2165
Yorkville	
Larson-Nelson Funeral Home	630-553-7611



KENDALL COUNTY CORONER
— JACQUIE PURCELL —

Description	**	November 2020	Fiscal Year-to-Date	November 2019
Total Deaths		44	396	30/311
Natural Deaths		42	365	28/284
Accidental Deaths	*	1	17	2/11
Suicidal Deaths	*	1	13	0/13
Homicidal Deaths		0	1	0/2
Undetermined		0	0	0/1
Toxicology		1	36	2/28
Autopsies		1	24	2/22
Cremation Authorizations		24	249	14/185
Scenes Responded to:		Transported by Coroner's Office:		External Examinations:
5/57		4/47		4/32

**

(A):

1. 11/15/2020 – Joliet – 44yo, Female, Combined Drug (Fentanyl & 4-ANPP) Toxicity

(S):

1. 11/12/2020 – Yorkville – 54yo, Male, Asphyxiation due to Hanging

PERSONNEL/OFFICE ACTIVITY:

1. Coroner Purcell & Chief Deputy Coroner Gotte provided a presentation for the Oswego East High School BioMed Class via Zoom on 11/12/2020.
2. Chief Deputy Coroner Gotte provided New Hire Orientation for the Kendall County Sheriff's Office on 11/16/2020.
3. Yorkville High School Senior Mady Plevia completed her internship with the office on 11/18/2020.

CARORUM AD CURAM



KENDALL COUNTY CORONER
JACQUIE PURCELL

December 2020, FY 2021 Monthly Report

Description	**	December 2020	Fiscal Year-to-Date	December 2019
Total Deaths		37	37	26/26
Natural Deaths		33	33	25/25
Accidental Deaths		0	0	0/0
Suicidal Deaths	**	2	2	1/1
Homicidal Deaths		0	0	0/0
Undetermined Death		0	0	0/0
Pending Death	**	2	2	0/0
Scenes Responded To		6	6	2/2
Bodies Transported		4	4	1/1
Autopsies		2	2	1/1
External Examinations		4	4	1/1
Toxicology		2	2	1/1
Cremation Authorizations		25	25	14/14

**

(S):

1. 12/21/2020 – Plano – 53yo, Male, Gunshot Wound to the Head
2. 12/26/2020 – Yorkville – 77yo, Male, Asphyxiation due to Hanging

(P): 21-12-026; 21-12-031

PERSONNEL/OFFICE ACTIVITY:

1. On December 4, Coroner Purcell and Chief Deputy Coroner Gotte provided a training for Oswego East High School Law Enforcement Class via Zoom.
2. On December 4 & 11, Chief Deputy Coroner provided training for KCSO for fit testing for N-95 respirators.

CARORUM AD CURAM

804 W. JOHN STREET, STE A • YORKVILLE, ILLINOIS 60560 • OFFICE 630.553.4200 • FAX 630.553.4116
CORONER@CO.KENDALL.IL.US

Kendall County Emergency Management Agency

1102 Cornell Lane, Yorkville Illinois 60560

Roger Bonuchi, Director

Tracy Page, Deputy Director

EMA/Search and Rescue Report

December 2020

COVID

- Daily SitReps required from IEMA
- Requests for masks and gloves are steady. Gloves are becoming hard to get but will be supplying some to the Health Department of vaccination sessions
- Obtained rubber reusable masks with filters to Corrections
- Several conference calls regarding mass vaccination. KCEMA will supply: radio, tents and road signage

Outreach/EAS

- Required weekly and monthly testing of IPAWS, NARS, StarCom have been completed
- Amateur Radio Class is moving along. Final test will be in February
- Swore in two new EMA Volunteers. Rob DeLong and Tim Stuerber

SEARCH & RESCUE

- December 3 - Missing person K9 and ground search came in for a missing 47 YOA despondent male. There had been numerous calls for domestic disturbances at the missing man's residence. Therefore, the request for resources was turned down due to him having left the house with a loaded weapon. No resources were deployed.
- December 12 - Multi agency Search and Rescue training was originally schedule but due to the weather (hard rain) it was cancelled. The subject was to be Search and Rescue Equipment and Drones. Instead, a Zoom session was held with many of the area search and rescue teams regarding our training schedule for 2021. There were thirty-one (31) search and rescue professionals from ten (10) area teams on the Zoom session.
- A comprehensive training schedule for 2021 was set.

Documentation Updates

- EOP is in its final stages and will be brought to the LIL and County Board for approval in January
- Illinois Plan for Radiological Accidents (IPRA) is due for an update.

MEETINGS/TRAINING

- KCHD COVID meetings every Thursday
- ILEAS UCP Team Lead Monthly Call
- Sheriff's Office Command meetings every Monday
- IEMA weekly COVID call
- KCEMA Volunteers – Meeting will be January 25, 2021

Kendall County Emergency Management Agency

1102 Cornell Lane, Yorkville Illinois 60560

Roger Bonuchi, Director
Tracy Page, Deputy Director

EMA/Search and Rescue Report

November 2020

COVID

- Daily SitReps required from IEMA
- Requests for masks and gloves are steady. Gloves are becoming hard to get
- 2,000 masks were given to Newark High School
- Several conference calls regarding mass vaccination. KCEMA will supply: radio, tents and road signage

Outreach/EAS

- Required weekly and monthly testing of IPAWS, NARS, StarCom have been completed
- Amateur Radio Class is moving along.
- WSPY EAS transmitter is still out of service

SEARCH & RESCUE

- November 5 - Missing person K9 recovery search for a 36 YOA male that has been missing since August in Park Forest/Chicago Heights. Man is missing from LaSalle County. One (1) Kendall County EMA SAR personnel participated in Search Management. Seven (7) search dogs, eight (8) ground support personnel and one (1) search management personnel participated in the search. There was evidence found but now waiting on lab results.
- November 13 - Missing person K9 and ground search for a 72 YOA male that has been missing since the previous night in Hampshire. Four (4) Kendall County EMA SAR personnel participated in this search along with twenty-five (25) others from surrounding agencies. The man was not found and a subsequent search was planned.
- November 14 - Multi agency Search and Rescue training via Zoom. The subject was Critical Incident Stress Debriefing featuring Rev Tim Perry and Ed Epstein from National Chaplains. We also had a presentation on Bloodborne Pathogens. Fifty (50) Search and Rescue professionals from thirteen (13) agencies were in attendance. Six (6) Kendall County EMA SAR Search and Rescue personnel participated in the training.
- November 15- Missing person ground search for a 72 YOA male that has been missing since the previous Thursday night in Hampshire. Four (4) Kendall County EMA SAR personnel participated in this search along with thirty-eight (38) others from surrounding agencies. The man was not found and a subsequent search was planned.
- November 20- Missing person ground search for a 72 YOA male that has been missing since November 12 in Hampshire. Four (4) Kendall County EMA SAR personnel participated in this search along with twenty-nine (29) others from surrounding agencies. The man was not found and no further search is planned without a lead as to where to search.

EOP Update

- EOP is in its final stages and will be brought to the LIL and County Board for approval in January
- ILCATT document is complete
- COOP and COG are complete
- Long Term Recovery Plan is complete

MEETINGS/TRAINING

- KCHD COVID meetings every Thursday
- ILEAS UCP Team Lead Monthly Call
- Sheriff's Office Command meetings every Monday
- IEMA weekly COVID call
- KCEMA Volunteers – next virtual meeting will be December 14th

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 JANUARY 19, 2021

VICTORIA CHUFFO, Public Defender

- 166 cases / last month 120 cases - Felony cases

COURTNEY TRANSIER, First Asst. Public Defender

- 239 cases / last month 213 cases - Felony cases

MICHAEL MONTGOMERY, Asst. Public Defender

- 345 cases / last month 315 cases - Felony/ Juvenile cases

LINDSEY LACHANSKI, Asst. Public Defender

- 587 cases/ last month 569 cases -
Misdemeanor/Traffic/Juvenile cases

JESSICA DEETS, Asst. Public Defender

- 569 case/ last month 544 cases -
Misdemeanor/Traffic/Juvenile cases

My office has been appointed 268 new cases between December 7, 2020 and January 19, 2021. The Kendall County Public Defender's Office currently has 1,906 open cases as of today's date; January 19, 2021. The Public Defender appointments for Misdemeanors, Juvenile Delinquency, Miscellaneous Remedies, Conservation Violations and Civil Law Violations have increased since last month. My office has been appointed to 18 individuals for bond call only appointments from December 7, 2020 to January 19, 2021.

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 DECEMBER 7, 2020

VICTORIA CHUFFO, Public Defender

- 120 cases / last month 136 cases - Felony cases

COURTNEY TRANSIER, First Asst. Public Defender

- 213 cases / last month 218 cases - Felony cases

MICHAEL MONTGOMERY, Asst. Public Defender

- 315 cases / last month 300 cases - Felony/ Juvenile cases

LINDSEY LACHANSKI, Asst. Public Defender

- 569 cases/ last month 530 cases -
Misdemeanor/Traffic/Juvenile cases

JESSICA DEETS, Asst. Public Defender

- 544 case/ last month 513 cases -
Misdemeanor/Traffic/Juvenile cases

My office has been appointed 269 new cases between November 3, 2020 and December 7, 2020. The Kendall County Public Defender's Office currently has 1,761 open cases as of today's date; December 7, 2020. The Public Defender appointments for all categories; Felony, Misdemeanor, Traffic, Driving Under the Influence, Juvenile Delinquency, Juvenile Abuse/Neglect and Truancy have increased since last month. My office has been appointed to 17 individuals for bond call only appointments from November 3, 2020 to December 7, 2020.

**Kendall County
Clerk of the Circuit Court
2020 Judicial Statistics**

		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD	
AD	Adoption	2	2	1	0	1	2	2	1	2	3	0	3	19	
CC	Contempt of Court	2	0	0	0	0	0	1	3	4	1	4	2	17	
CF	Criminal Felony	37	36	24	23	21	26	29	35	32	41	35	47	386	
CH	Chancery	34	34	17	3	3	6	1	3	7	8	4	7	127	
CL	Civil Law Violation	1	3	3	0	0	2	1	0	0	0	3	4	17	
CM	Criminal Misdemeanor	50	43	50	37	42	36	50	50	42	46	42	51	539	
CV	Conservation Violation	3	0	0	0	0	1	1	0	8	0	2	0	15	
D	Divorce	35	34	22	27	27	34	49	38	34	33	34	33	400	
DT	DUI	21	20	18	10	10	17	13	12	11	24	14	16	186	
ED	Eminent Domain	0	0	0	0	0	0	0	0	1	0	0	0	1	
F	Family	18	5	7	1	1	5	4	4	8	14	18	9	94	
J	Juvenile	3	3	0	0	0	0	0	0	0	0	0	2	8	
JA	Juvenile Abuse/Neglect	1	6	4	3	6	5	3	6	13	9	0	2	58	
JD	Juvenile Delinquency	10	31	9	14	24	13	8	6	6	5	4	12	142	
L	Law	10	9	8	13	5	10	8	11	18	13	5	8	118	
LM	Law Magistrate	61	59	34	19	12	16	20	19	17	7	26	40	330	
MH	Mental Health	0	0	2	2	0	0	0	2	0	0	0	0	6	
MR	Misc. Remedy	69	26	15	3	8	12	24	24	16	30	5	17	249	
OP	Order of Protection	33	35	31	25	28	34	34	30	32	32	36	27	377	
OV	Ordinance Violation	0	4	0	2	6	5	1	4	1	4	0	1	28	
P	Probate	28	14	12	4	6	15	17	11	19	17	7	25	175	
SC	Small Claims	136	135	57	15	34	110	138	107	116	225	141	179	1393	
TR	Traffic	446	493	377	139	192	262	378	529	468	401	373	727	4785	
TX	Tax	1	0	0	0	0	0	0	0	0	0	0	0	1	
WI	Wills	21	22	14	9	16	28	15	22	16	12	16	17	208	
X1	Misc	3	0	0	0	0	3	4	2	1	0	0	2	15	
		1025	1014	705	349	442	642	801	919	872	925	769	1231	9694	
	Totals for 2019	755	770	1094	955	981	951	1257	1075	957	1083	839	958	11675	
														Difference	-1981

YEARLY STATISTICS

		2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
AD	Adoption	31	19	21	21	19	14	15	17	27	9	17	19
CC	Contempt of Court	6	7	3	7	3	7	3	9	32	22	19	17
CF	Criminal Felony	515	405	429	411	407	422	404	419	420	439	414	386
CH	Chancery	1520	1858	1393	1536	865	580	488	440	388	378	379	127
CL	Civil Law Vilolation	0	0	0	0	0	0	0	72	226	129	89	17
CM	Criminal Misdemeanor	1536	1287	1222	1231	1059	1114	1079	990	749	660	646	539
CV	Conservation Violation	67	58	31	42	51	41	29	22	39	19	19	15
D	Divorce	451	469	466	429	450	401	408	415	441	393	423	400
DT	DUI	387	253	290	287	236	245	249	211	190	229	196	186
ED	Eminent Domain	0	5	34	41	1	6	13	5	14	6	2	1
F	Family	142	170	156	122	138	147	111	170	90	157	163	94
J	Juvenile	4	4	3	1	7	10	16	10	19	9	10	8
JA	Juvenile Abuse/Neglect	21	32	19	16	18	36	22	9	31	24	27	58
JD	Juvenile Delinquency	289	316	260	263	256	241	300	226	198	270	220	142
L	Law	138	141	106	88	117	111	107	98	108	117	118	118
LM	Law Magistrate	1042	1154	1127	935	826	798	733	687	698	604	644	330
MH	Mental Health	0	1	1	2	1	1	2	1	9	1	7	6
MR	Misc. Remedy	169	170	153	197	190	251	265	387	309	278	262	249
OP	Order of Protection	134	117	161	161	226	281	308	361	369	371	371	377
OV	Ordinance Violation	297	112	91	88	79	38	17	34	15	9	16	28
P	Probate	115	104	124	108	120	134	135	147	143	170	159	175
SC	Small Claims	1649	1795	1479	1418	1350	1333	1105	1144	1363	1422	1698	1393
TR	Traffic	19241	16867	12300	12170	11589	10215	9200	7800	6049	6848	5578	4785
TX	Tax	35	59	66	65	75	48	40	49	39	7	1	1
WI	Wills	156	178	169	142	174	169	172	171	196	156	191	208
X1	Misc	3	3	6	4	4	3	3	3	3	3	6	14
		27948	25584	20110	19785	18261	16646	15224	13897	12165	12730	11675	9694

QUARTER: 4th YEAR: 2020
 COUNTY: KENDALL
 CIRCUIT: 23RD

REPORT A
 ACTIVITY OF ALL CIVIL CASES

CATEGORY	CODE	BEGINNING PENDING*	NEW FILED	REINSTATED	DISPOSED	ADJUSTMENT	END PENDING
ADOPTION	AD	12	6	0	8	-1	9
ARBITRATION	AR	0	0	0	0	0	0
CHANCERY	CH	341	19	1	29	0	332
DISSOLUTION OF MARRIAGE	D	313	100	8	97	6	330
EMINENT DOMAIN	ED	12	0	0	0	0	12
FAMILY	F	169	41	1	26	2	187
LAW>\$50,000 - JURY	L	114	9	4	20	36	143
LAW>\$50,000 - NON-JURY	L	93	17	0	13	-37	60
LAW<\$50,000 - JURY	LM	12	2	0	3	5	16
LAW<\$50,000 - NON-JURY	LM	115	71	4	54	-3	133
MUNICIPAL CORPORATION	MC	0	0	0	0	0	0
MENTAL HEALTH	MH	0	0	0	0	0	0
MISCELLANEOUS REMEDY	MR	101	52	1	53	1	102
ORDER OF PROTECTION	OP	32	95	0	89	4	42
PROBATE	P	534	49	2	38	4	551
SMALL CLAIM	SC	564	545	43	310	5	847
TAX	TX	10	0	0	1	0	9
TOTAL CIVIL		2422	1006	64	741	22	2773

*NOTE: THE BEGINNING PENDING NUMBER IS THE SAME NUMBER THAT YOU REPORTED AS YOUR END PENDING NUMBER FROM THE PREVIOUS QUARTER.

QUARTER: 4th YEAR: 2020
COUNTY: KENDALL
CIRCUIT: 23RD

REPORT B
ACTIVITY OF ALL CRIMINAL CASES

CATEGORY	CODE	BEGINNING PENDING*	NEW FILED	NO. OF DEFENDANTS NEW FILED	REINSTATED	DISPOSED	ADJUSTMENT	END PENDING
CRIMINAL CONTEMPT	CC	32	8	8	0	3	-3	34
CRIMINAL FELONY	CF	617	123	123	0	60	6	686
CRIMINAL MISDEMEANOR	CM	914	137	137	1	118	13	947
TOTAL CRIMINAL		1563	268	268	1	181	16	1667

***NOTE: THE BEGINNING PENDING NUMBER IS THE SAME NUMBER THAT YOU REPORTED AS YOUR END PENDING NUMBER FROM THE PREVIOUS QUARTER.**

QUARTER: 4th YEAR: 2020
COUNTY: KENDALL
CIRCUIT: 23RD

REPORT C
ACTIVITY OF ALL JUVENILE CASES

CATEGORY	CODE	BEGINNING PENDING*	NEW FILED	NO. OF DEFENDANTS NEW FILED	REINSTATED	DISPOSED	ADJUSTMENT	END PENDING
JUVENILE	J	19	2	2	0	1	0	20
JUVENILE ABUSE & NEGLECT	JA	92	11	32	0	7	-4	92
JUVENILE DELINQUENT	JD	551	21	21	1	44	22	551
TOTAL JUVENILE		662	34	55	1	52	18	663

*** NOTE: THE BEGINNING PENDING NUMBER IS THE SAME NUMBER THAT YOU REPORTED AS YOUR END PENDING NUMBER FROM THE PREVIOUS QUARTER.**

QUARTER: 4th YEAR: 2020
COUNTY: KENDALL
CIRCUIT: 23RD

REPORT D
ACTIVITY OF ALL CIVIL LAW/CONSERVATION/DUI/ORDINANCE/TRAFFIC CASES

CATEGORY	CODE	BEGINNING PENDING*	NEW FILED	REINSTATED	DISPOSED	ADJUST-MENT	END PENDING
CIVIL LAW VIOLATION	CL	18	3	0	6	1	16
CONSERVATION VIOLATION	CV	8	2	0	9	1	2
DRIVING UNDER THE INFLUENCE	DT	285	57	0	43	2	301
ORDINANCE VIOLATION	OV	8	6	0	6	0	8
TRAFFIC VIOLATION	TR	3392	1145	0	1182	38	3393
TOTALS		3711	1213	0	1246	42	3720

*NOTE: THE BEGINNING PENDING NUMBER IS THE SAME NUMBER THAT YOU REPORTED AS YOUR END PENDING NUMBER FROM THE PREVIOUS QUARTER.

GUILTY PLEAS RECEIVED BY THE CIRCUIT CLERK PURSUANT TO SUPREME COURT RULES 529, 530 & 531					
CATEGORY	CODE	TOTAL PLEAS OF GUILTY TO THE CLERK	TOTAL PLEAS TO THE CLERK WITH REQUEST FOR SUPERVISION	TOTAL PLEAS OF ELECTRONIC GUILTY	TOTAL PLEAS OF ELECTRONIC GUILTY WITH REQUEST FOR SUPERVISION
CONSERVATION VIOLATION (Rule 530)	CV	4	0	1	0
MINOR TRAFFIC VIOLATION (Rules 529 or 531)	TR	443	314	25	25
TOTALS		447	314	26	25

QUARTER: 4th YEAR: 2020
COUNTY: KENDALL
CIRCUIT: 23RD

REPORT E
TIME LAPSE OF ALL CASES DISPOSED OF BY JURY IN ALL CATEGORIES

<u>CASE NUMBER</u>	<u>FILING DATE</u> <u>mm/dd/yy</u>	<u>DATE OF VERDICT</u> <u>mm/dd/yy</u>
2019-CF-000240	07/29/19	11/23/20
2020-CF-000006	01/03/20	10/16/20
2019-CM-000521	10/07/19	10/24/20
2020-CM-000336	08/11/20	11/09/20
2020-TR-003436	09/17/20	10/15/20

NOTE: THIS REPORT SHOULD NOT INCLUDE ANY REINSTATED CASES UNLESS TIME-LAPSE IS COMPUTED FROM DATE OF REINSTATEMENT.

QUARTER: 4th YEAR: 2020
COUNTY: KENDALL
CIRCUIT: 23RD

REPORT F
DISPOSITION OF DEFENDANTS CHARGED WITH FELONIES (1)

NOT CONVICTED OF A FELONY					FOUND NOT GUILTY		CONVICTED OF FELONY			TOTAL DEFENDANTS DISPOSED OF
NOLLE	S.O.L.	REDUCED TO MISDEMEANOR	DISMISSED	(2) OTHER	BENCH TRIAL	JURY TRIAL	GUILTY PLEA	BENCH TRIAL	JURY TRIAL	
2	0	3	2	1	0	1	39	0	2	50
							(3) TOTAL CONVICTIONS:		41	

(1) NOT NECESSARILY DIFFERENT DEFENDANTS

(2) INCLUDES COURT ACTION: NO BILL, TRANSFERRED/NO JURISDICTION, DEATH SUGGESTED/CAUSE ABATED, UNFIT TO STAND TRIAL, SEXUALLY DANGEROUS, TRANSFERS TO WARRANT CALENDER, AND PROCEEDING FILED AS A FELONY.

(3) TOTAL NUMBER OF DEFENDANTS CONVICTED OF FELONIES BY GUILTY PLEA, BENCH TRIAL AND JURY TRIAL FROM THIS REPORT, MUST EQUAL THE TOTAL NUMBER OF FELONY SENTENCES INCLUDED ON REPORT G.

QUARTER: 4th YEAR: 2020
COUNTY: KENDALL
CIRCUIT: 23RD

REPORT G
SENTENCE OF THE DEFENDANTS CONVICTED WITH FELONIES

ENTER THE TOTAL NUMBER OF DEFENDANTS CONVICTED OF FELONIES INCLUDED ON REPORT F	41
---	-----------

FELONY SENTENCE TABLE

	CLASS M	CLASS X	CLASS 1	CLASS 2	CLASS 3	CLASS 4	TOTALS
1. LIFE	0	0	0	0	0	0	0
2. IDOC	0	0	2	1	0	1	4
3. PROBATION	0	0	2	2	8	17	29
4. OTHERS	0	0	0	0	1	7	8
TOTALS	0	0	4	3	9	25	41

NOTE: THE TOTAL NUMBER OF DEFENDANTS CONVICTED OF FELONIES FROM REPORT F MUST EQUAL THE TOTAL NUMBER OF FELONY SENTENCES ON THIS REPORT.

QUARTER: 4th YEAR: 2020
COUNTY: KENDALL
CIRCUIT: 23RD

REPORT H
ORDERS OF PROTECTION ISSUED

CATEGORY	EMERGENCY	INTERIM	PLENARY	TOTALS
Civil No Contact	2		3	5
Firearms Restraining Order	0		0	0
Orders of Protections	95	1	6	102
Stalking No Contact	1		2	3
TOTALS:	98	1	11	110

YEAR: 2020
 COUNTY: KENDALL
 CIRCUIT: 23RD

PAGE 2 OF 2
 Tab 2

**REPORT I
 AGE OF PENDING CASES**

TYPE OF CASE	CODE	YEAR FILED					PRIOR TO 2016	TOTAL
		2020	2019	2018	2017	2016		
CONTEMPT OF COURT	CC	11	7	8	8	0	0	34
CRIMINAL FELONY	CF	332	156	71	40	18	69	686
CRIMINAL MISDEMEANOR	CM	432	229	72	58	42	114	947
TOTAL CRIMINAL		775	392	151	106	60	183	1667

TYPE OF CASE	CODE	YEAR FILED					PRIOR TO 2016	TOTAL
		2020	2019	2018	2017	2016		
JUVENILE	J	8	4	3	3	0	2	20
JUVENILE ABUSE @ NEGLECT	JA	54	15	10	4	2	7	92
JUVENILE DELINQUENT	JD	118	132	101	58	31	111	551
TOTAL JUVENILE		180	151	114	65	33	120	663

TYPE OF CASE	CODE	YEAR FILED					PRIOR TO 2016	TOTAL
		2020	2019	2018	2017	2016		
CIVIL LAW VIOLATION	CL	4	5	0	5	2	0	16
CONSERVATION VIOLATION	CV	2	0	0	0	0	0	2
DRIVING UNDER THE INFLUENCE	DT	140	58	13	11	12	67	301
ORDINANCE VIOLATION	OV	6	1	1	0	0	0	8
TRAFFIC VIOLATION	TR	1476	410	153	97	69	1188	3393
TOTAL TRAFFIC		1628	474	167	113	83	1255	3720

REPORT J
ANNUAL FINANCIAL REPORT
CLERK OF THE CIRCUIT COURT
Kendall COUNTY
23rd JUDICIAL CIRCUIT
FISCAL YEAR ENDING 30-Nov 2020

PART I - REVENUE OF CLERK'S OFFICE

<p>A. CLERK'S FEES AND COSTS RECEIVED <small>(Include the various fees in the Clerks of Courts Act (705 ILCS 106/1 et seq.). Other clerk's fees not allocated to a specific fund are also reported in this total: they include the administrative fees for the Surcharge, Crime Lab fund, Sexual Assault fine, Trauma Center fund, Credit Card payment, Domestic Battery, and clerk's costs for Bail Bonds and Passports.)</small></p>	SECTION A TOTAL	\$995,428.44						
<p>B. COURT AUTOMATION FUND</p>	SECTION B TOTAL	\$136,884.04						
<p>C. SEPARATE MAINTENANCE AND CHILD SUPPORT COLLECTION FUND</p>	SECTION C TOTAL	\$62,138.70						
<p>D. COURT DOCUMENT STORAGE FUND</p>	SECTION D TOTAL	\$132,866.54						
<p>E. CIRCUIT COURT CLERK OPERATION AND ADMINISTRATIVE FUND</p>	SECTION E TOTAL	\$33,219.21						
<p>F. CIRCUIT COURT CLERK ELECTRONIC CITATION FUND</p>	SECTION F TOTAL	\$22,426.53						
<p>G. OTHER REVENUE OF CLERK'S OFFICE (SPECIFY)</p> <table border="0" style="width: 100%; margin-left: 20px;"> <tr> <td>(1) INTEREST PAID ON ACCOUNTS</td> <td style="text-align: right;">\$135.35</td> </tr> <tr> <td>(2) DHFS IV-D CONTRACTUAL AND INCENTIVE</td> <td style="text-align: right;">\$2,562.00</td> </tr> <tr> <td>(3) OTHER</td> <td style="text-align: right;">\$0.00</td> </tr> </table>	(1) INTEREST PAID ON ACCOUNTS	\$135.35	(2) DHFS IV-D CONTRACTUAL AND INCENTIVE	\$2,562.00	(3) OTHER	\$0.00	SECTION G (1,2,3) TOTAL	\$2,697.35
(1) INTEREST PAID ON ACCOUNTS	\$135.35							
(2) DHFS IV-D CONTRACTUAL AND INCENTIVE	\$2,562.00							
(3) OTHER	\$0.00							

PART I - REVENUE OF THE CLERK'S OFFICE (SECTIONS A,B,C,D,E,F,G) TOTAL	\$1,375,660.81
--	-----------------------

PART II - COST OF OPERATING CLERK'S OFFICE

A. GROSS SALARIES

(1) CIRCUIT CLERK SALARY (DO NOT INCLUDE STIPENDS)		\$91,554.00	
(2) DEPUTY AND ALL OTHER CLERK'S OFFICE PERSONNEL SALARIES			
(a) DEPUTY AND ALL OTHER CLERK'S OFFICE PERSONNEL PAID BY THE COUNTY		\$441,130.41	
(b) DEPUTY AND ALL OTHER CLERK'S OFFICE PERSONNEL PAID FROM AUTOMATION FUND		\$74,220.48	
(c) DEPUTY AND ALL OTHER CLERK'S OFFICE PERSONNEL PAID FROM MAINTENANCE AND CHILD SUPPORT FUND		\$71,001.84	
(d) DEPUTY AND ALL OTHER CLERK'S OFFICE PERSONNEL PAID FROM COURT DOCUMENT STORAGE		\$280,957.53	
(e) DEPUTY AND ALL OTHER CLERK'S OFFICE PERSONNEL PAID FROM CLERK OPERATION AND ADMINISTRATIVE FUND		\$5,475.00	

(3) NUMBER OF FULL-TIME STAFF POSITIONS (NOT INCLUDING CIRCUIT CLERK):	25
NUMBER OF PART-TIME STAFF POSITIONS:	3
DO NOT INCLUDE CONTRACTUAL PERSONNEL	

SECTION A (1,2) TOTAL **\$964,329.08**

B. AUTOMATION EXPENSES

(INCLUDE ALL HARDWARE, SOFTWARE, MAINTENANCE, TRAINING, AND OTHER EXPENSES RELATED TO AUTOMATION) (DO NOT INCLUDE ANY SALARIES)

(1) PAID FROM COURT AUTOMATION FUND		\$129,489.80	
(2) PAID FROM COUNTY GENERAL FUND		\$0.00	

SECTION B (1,2) TOTAL **\$129,489.80**

C. MAINTENANCE AND CHILD SUPPORT EXPENSES

(INCLUDE EQUIPMENT AND AUTOMATION EXPENSES DEDICATED EXCLUSIVELY TO MAINTENANCE AND CHILD SUPPORT.) (DO NOT INCLUDE ANY SALARIES)

(1) PAID FROM MAINTENANCE AND CHILD SUPPORT COLLECTION FUND		\$18,718.91	
(2) PAID FROM COUNTY GENERAL FUND		\$0.00	

SECTION C (1,2) TOTAL **\$18,718.91**

D. COURT DOCUMENT STORAGE EXPENSES

(INCLUDE EQUIPMENT AND AUTOMATION EXPENSES DEDICATED EXCLUSIVELY TO DOCUMENT STORAGE.) (DO NOT INCLUDE ANY SALARIES)

(1) PAID FROM DOCUMENT STORAGE FUND		\$84,984.65	
(2) PAID FROM COUNTY GENERAL FUND		\$0.00	

SECTION D (1,2) TOTAL **\$84,984.65**

E. CIRCUIT COURT CLERK OPERATION AND ADMINISTRATIVE FUND

(INCLUDE OFFICE SUPPLIES, EQUIPMENT, PRINTING TELECOMMUNICATIONS, TRAVEL, ETC.) (DO NOT INCLUDE ANY SALARIES)

SECTION E TOTAL **\$1,768.00**

F. CIRCUIT COURT CLERK ELECTRONIC CITATION FUND

(INCLUDES EXPENSES TO PERFORM THE DUTIES OF THE OFFICE IN ESTABLISHING AND MAINTAINING ELECTRONIC CITATIONS.)

SECTION F TOTAL **\$39,399.35**

G. ALL OTHER CLERK'S OFFICE EXPENSES

(INCLUDE OFFICE SUPPLIES, EQUIPMENT, PRINTING, TELECOMMUNICATIONS, TRAVEL, CONTRACTUAL PERSONNEL, ETC.)

PROVIDE A LINE ITEM BREAKDOWN ON ATTACHMENT A.
NOTE: DO NOT INCLUDE ANY EXPENSES REPORTED IN B,C,D,E OR F ABOVE

[CLICK HERE TO GO TO ATTACHMENT A](#)

SECTION G TOTAL **\$31,788.45**

PART II - COST OF OPERATING A CLERK'S OFFICE (SECTION A,B,C,D,E,F,G) TOTAL

\$1,250,399.22

PART III - DISTRIBUTION OF FUNDS HELD IN TRUST OR AGENCY CAPACITY AND OF COLLECTIONS MADE FOR OTHERS

A. MAINTENANCE AND CHILD SUPPORT

1) CLERK'S OFFICE (include payments deposited and disbursed and personal checks endorsed without recourse and forwarded to obligee or public office.)	\$0.00
2) STATE DISBURSEMENT UNIT (insert the total amount reported by the State Disbursement Unit)	\$15,182,788.39

SECTION A TOTAL \$15,182,788.39
THIS AMOUNT FORWARDED TO PAGE 7

B. FINES, PENALTIES, ASSESSMENTS, CHARGES AND FORFEITURES

1) MUNICIPALITIES (CITIES, VILLAGES, TOWNS, AND PARK DISTRICTS)

a. ALL EXCEPT DRUG FINES	
b. DRUG FINES	\$63,484.34
c. CRIME LABORATORY FUND	\$4,265.80
d. CRIME LABORATORY DUI FUND	\$0.00
e. OTHER	\$33,583.35
SUBTOTAL 1-a,b,c,d,e	
	\$101,353.59

1.1) DRUG TASK FORCE

\$0.00

2) TOWNSHIPS AND DISTRICTS (INCLUDING ROAD DISTRICTS, SPECIAL DISTRICTS, ETC.)

a. ALL EXCEPT DRUG FINES	
b. DRUG FINES	\$9,058.17
c. OTHER	\$170.00
	\$0.00
SUBTOTAL 2-a,b,c	
	\$9,228.17

(THE TOTAL OF ABOVE THREE AMOUNTS SHOULD BE TOTAL OF AMOUNT ATTACHMENT B)

[CLICK HERE TO GO TO ATTACHMENT B](#)

SUBTOTAL SECTION B (1,1.1,2) \$110,581.76

3) COUNTY

a. CRIMINAL FINES	\$125,381.04
b. TRAFFIC FINES	\$40,757.82
c. DRUG FINES	\$14,837.88
d. CRIME LABORATORY FUND	\$2,400.00
e. CRIME LABORATORY DUI FUND	\$0.00
f. COUNTY BOATING FUND	\$0.00
g. *OTHER - PROVIDE A LINE ITEM BREAKDOWN ON ATTACHMENT C. (INCLUDES PERCENTAGE DISBURSEMENT TO COUNTY GENERAL CORPORATE FUND)	\$115,320.65
SUBTOTAL 3-a,b,c,d,e,f,g	
	\$298,466.97

[CLICK HERE TO GO TO ATTACHMENT C](#)

SUBTOTAL SECTION B (1,1.1,2,3) \$408,048.73

THIS AMOUNT FORWARDED TO THE TOP OF PAGE 5

PART III - DISTRIBUTION OF FUNDS HELD IN TRUST OR AGENCY CAPACITY AND OF COLLECTIONS MADE FOR OTHERS
Continued

4) STATE (Funds 1-45)

1. DNR FUNDS TOTAL	\$108.32
2. ROAD FUND (OVERWEIGHTS)	\$0.00
3. STATE TOLL HIGHWAY AUTHORITY FUND	\$0.00
4. DRUG TRAFFIC PREVENTION FUND	\$0.00
5. STATE CRIME LABORATORY FUND	\$3,681.24
6. STATE POLICE DUI FUND	\$718.60
7. VIOLENT CRIME VICTIMS ASSISTANCE FUND	\$40,223.87
8. TRAFFIC AND CRIMINAL CONVICTION SURCHARGE	\$122,202.75
9. DRIVERS EDUCATION FUND	\$17,275.25
10. DOMESTIC VIOLENCE SHELTER AND SERVICE FUND	\$9,776.00
11. DRUG TREATMENT FUND	\$43,688.38
12. CHILD ABUSE PREVENTION FUND	\$0.00
13. SEXUAL ASSAULT SERVICES FUND	\$780.40
14. TRAUMA CENTER FUND	\$17,200.14
15. PERCENTAGE DISTRIBUTION: UNDER \$55 FUND	\$0.00
16. PERCENTAGE DISTRIBUTION: \$55 AND OVER FUND	\$45,457.86
17. GENERAL REVENUE FUND	\$55,397.59
18. EMS ASSISTANCE FUND	\$0.00
19. YOUTH DRUG ABUSE PREVENTION FUND	\$3,964.59
20. SECRETARY OF STATE EVIDENCE FUND	\$0.00
21. ILLINOIS CHARITY BUREAU FUND	\$0.00
22. TRANSPORTATION REGULATORY FUND	\$0.00
23. PROFESSIONAL REGULATION EVIDENCE FUND	\$0.00
24. GENERAL PROFESSIONS DEDICATED FUND	\$0.00
25. LOBBYIST REGISTRATION ADMINISTRATION FUND	\$0.00
26. DESIGN PROFESSIONAL ADMIN. AND INVESTIGATION FUND	\$0.00
27. REAL ESTATE RECOVERY FUND	\$0.00
28. AGGREGATE OPERATIONS REGULATORY FUND	\$0.00
29. EDUCATION ASSISTANCE FUND	\$0.00
30. DEPARTMENT OF PUBLIC HEALTH	\$0.00
31. USED TIRE MANAGEMENT FUND	\$0.00
32. EMERGENCY PLANNING AND TRAINING FUND	\$0.00
33. FEED CONTROL FUND	\$0.00
34. PESTICIDE CONTROL FUND	\$0.00
35. SPINAL CORD INJURY PARALYSIS CURE RESEARCH TRUST FUND	\$904.72
36. FIRE PREVENTION FUND	\$6,452.00
37. WIC PROGRAM	\$2,835.00
38. OFFENDER REGISTRATION FUND	\$0.00
39. SECURITIES AUDIT AND ENFORCEMENT FUND	\$0.00
40. SPECIAL ADMINISTRATIVE FUND	\$0.00
41. LEADS MAINTENANCE FUND	\$0.00
42. STATE OFFENDER DNA IDENTIFICATION SYSTEM FUND	\$35,893.51
43. DOMESTIC VIOLENCE ABUSER SERVICES FUND	\$375.00
44. ABANDONED RESIDENTIAL PROPERTY MUNICIPALITY RELIEF FUND	\$41,207.04
45. LUMP SUM SURCHARGE*	\$6,358.00

SUBTOTAL 4 (1-45) \$ 453,700.26
THIS AMOUNT FORWARDED TO PAGE 5

* Contains Traffic & Criminal Surcharge Fund, Law Enforcement Camera Grant Fund, and LEADS Fund as of 7/1/06.

**PART III - DISTRIBUTION OF FUNDS HELD IN TRUST OR AGENCY CAPACITY
AND OF COLLECTIONS MADE FOR OTHERS - Continued**

SUBTOTAL SECTION B(1.1.1, 2, 3) \$409,048.73
AMOUNT FORWARDED FROM THE BOTTOM OF PAGE 3

4) STATE (Funds 46-999)

SUBTOTAL 4 (1-45) \$453,700.26

46. MENTAL HEALTH REPORTING FUND	\$0.00
47. ARSONIST REGISTRATION FUND	\$0.00
48. CAPITAL PROJECTS FUND	\$0.00
49. MURDERER & VIOLENT OFF. AGAINST YOUTH REG. FUND	\$0.00
50. CORPORATE CRIME FUND	\$0.00
51. DIESEL EMISSIONS TESTING FUND	\$0.00
52. PERFORMANCE-ENHANCING SUBSTANCE TESTING	\$0.00
53. FIRE TRUCK REVOLVING LOAN FUND	\$751.20
54. FORECLOSURE PREVENTION PROGRAM FUND	\$5,880.00
55. FORECLOSURE PREVENTION "GRADUATED" FUND	\$16,352.00
56. ILLINOIS ANIMAL ABUSE FUND	\$0.00
57. IDOC PAROLE DIVISION OFFENDER SUPERVISION FUND	\$0.00
58. ILLINOIS RACING BOARD	\$0.00
59. LEAD POISON SCREENING, PREVENTION AND ABATEMENT FUND	\$0.00
60. METHAMPHETAMINE LAW ENFORCEMENT FUND	\$0.00
61. MILITARY FAMILY RELIEF FUND	\$0.00
62. PRISONER REVIEW BOARD VEHICLE & EQUIPMENT FUND	\$1,319.00
63. ROADSIDE MEMORIAL FUND	\$5,655.00
64. TRUCKING ENVIRONMENTAL & EDUCATION FUND	\$0.00
65. SECRETARY OF STATE POLICE DUI FUND	\$0.00
66. SECRETARY OF STATE POLICE SERVICES FUND	\$0.00
67. SECRETARY OF STATE POLICE VEHICLE FUND	\$0.00
68. SEX OFFENDER INVESTIGATION FUND	\$0.00
69. STATE ASSET FORFEITURE FUND	\$0.00
70. STATE POLICE OPERATIONS ASSISTANCE FUND	\$20,226.50
71. STATE POLICE STREETGANG-RELATED CRIME FUND	\$0.00
72. STATE POLICE VEHICLE FUND	\$190.00
73. TRANSPORTATION SAFETY HIGHWAY HIRE-BACK FUND	\$2,250.00
74. VEHICLE INSPECTION FUND	\$0.00
75. CONSERVATION POLICE OPERATIONS ASSISTANCE FUND	\$239.00
76. PRESCRIPTION PILL AND DRUG DISPOSAL FUND	\$398.00
77. CRIMINAL JUSTICE INFORMATION PROJECTS FUND	\$241.00
78. STATE POLICE SERVICES FUND	\$1,350.00
79. STATE POLICE MERIT BOARD PUBLIC SAFETY FUND	\$20,762.00
80. GUARDIANSHIP AND ADVOCACY FUND	\$0.00
81. SPECIALIZED SERVICES FOR SURVIVORS OF HUMAN TRAFFICKING FUND	\$0.00
82. ACCESS TO JUSTICE FUND	\$6,611.00
83. STATE'S ATTORNEYS APPELLATE PROSECUTOR	\$230.00
84. SUPREME COURT SPECIAL PURPOSES FUND	\$30,136.50
85. GEORGE BAILEY MEMORIAL FUND	\$0.00
86. STATE POLICE LAW ENFORCEMENT ADMINISTRATIVE FUND	\$1,505.00
87. COMMERCE COMMISSION PUBLIC UTILITY FUND	\$0.00
88. SCOTT'S LAW FUND (effective 1/1/2020)	\$0.00
89. LAW ENFORCEMENT CAMERA GRANT FUND	\$5,358.00
999.OTHER - PROVIDE A LINE ITEM BREAKDOWN ON ATTACHMENT D.	\$32,141.50

SUBTOTAL 4 (46-999) \$151,595.70

[CLICK HERE TO GO TO ATTACHMENT D](#)

SUBTOTAL 4 (1-999) \$605,295.96

SUBTOTAL SECTION B (1.1.1,2,3,4) TOTAL \$ 1,014,344.69

THIS AMOUNT FORWARDED TO PAGE 7

PART III - DISTRIBUTION OF FUNDS HELD IN TRUST OR AGENCY CAPACITY AND OF COLLECTIONS MADE FOR OTHERS - Continued

C. FEES OF OTHERS

1. STATE'S ATTORNEY		
(a) FEES	\$41,834.58	
(b) RECORDS AUTOMATION FUND	\$5,386.16	
	SUBTOTAL (1-a,b)	\$47,020.74
2. SHERIFF		
(a) FEES (e.g. SERVICE OF PROCESS*)	\$4,466.00	
(b) COUNTY GENERAL FUND FOR COURT SECURITY	\$23,504.80	
	SUBTOTAL (2-a,b)	\$27,970.80
3. COUNTY LAW LIBRARY FUND		\$25,085.00
4. MARRIAGE FUND OF THE CIRCUIT COURT		\$2,070.00
5. COUNTY FUND TO FINANCE THE COURT SYSTEM		\$13,703.26
6. COURT-APPOINTED COUNSEL:		
(a) DEFENSE COUNSEL	\$7,828.55	
(b) JUVENILE REPRESENTATION	\$0.00	
	SUBTOTAL (6-a,b)	\$7,828.55
7. COURT-APPOINTED COUNSEL: STATE APPELLATE DEFENDER		\$0.00
8. MUNICIPAL ATTORNEY PROSECUTION FEE		\$0.00
9. PROBATION AND COURT SERVICES FUND		\$98,421.55
10. DISPUTE RESOLUTION FUND		\$0.00
11. MANDATORY ARBITRATION FUND		
(a) ARBITRATION FEE	\$0.00	
(b) REJECTION OF AWARD	\$0.00	
	SUBTOTAL (11-a,b)	\$0.00
12. DRUG/ALCOHOL TESTING & ELECTRONIC MONITORING FEE		\$27,786.04
13. ELECTRONIC MONITORING DEVICE FEE		
(a) SUBSTANCE ABUSE SERVICES FUND	\$0.00	
(b) WORKING CASH FUND	\$0.00	
	SUBTOTAL (13-a,b)	\$0.00
14. COUNTY GENERAL FUND TO FINANCE EDUCATION PROGRAMS (DU)		\$0.00
15. COUNTY HEALTH FUND		\$0.00
18. TRAFFIC SAFETY PROGRAM SCHOOL		\$43,500.00
17. COUNTY JAIL MEDICAL COSTS FUND		\$952.00
18. SEXUALLY TRANSMITTED DISEASE TEST FUND		\$0.00
19. DOMESTIC RELATIONS LEGAL FUND		\$0.00
20. CHILDREN'S WAITING ROOM FUND		\$0.00
21. NEUTRAL SITE CUSTODY EXCHANGE FUND		\$0.00
22. MORTGAGE FORECLOSURE MEDIATION PROGRAM FEES		\$0.00
23. CHILDREN'S ADVOCACY CENTER		\$0.00
24. COURT APPOINTED SPECIAL ADVOCATE (CASA)		\$0.00
25. DRUG COURT		\$0.00
26. JUDICIAL FACILITIES FEE		\$0.00
27. MENTAL HEALTH/DRUG/VETERANS AND SERVICE MEMBERS COURT		\$0.00
29. YOUTH DIVERSION PROGRAM		\$0.00
29. PUBLIC DEFENDER RECORDS AUTOMATION FUND		\$0.00
30. COUNTY DRUG ADDICTION SERVICES		\$360.00
99. OTHER - PROVIDE A LINE ITEM BREAKDOWN ON ATTACHMENT E.		\$23,469.82
	SECTION C TOTAL	\$318,167.76

[CLICK HERE TO GO TO ATTACHMENT E](#)

[THIS AMOUNT FORWARDED TO PAGE 7](#)

*Contains the FTA Warrant Fee and e-Citation Fee

PART III - DISTRIBUTION OF FUNDS HELD IN TRUST OR AGENCY CAPACITY AND OF COLLECTIONS MADE FOR OTHERS - Continued

D. MISCELLANEOUS DISBURSEMENTS

1. RESTITUTION TO VICTIMS OF CRIME (INCLUDES JUVENILE)		\$465.00
2. "WORK RELEASE" / GAINFULLY EMPLOYED OFFENDER		
a. TOTAL PAID TO COUNTY FOR ROOM AND BOARD	\$19,388.81	
b. TOTAL PAID TO OTHER INDIVIDUALS AND AGENCIES	\$1,500.00	
	SUBTOTAL (2-a, b)	\$20,888.81
3. EXPENSES NECESSARY FOR MINOR'S NEEDS UNDER THE JUVENILE ACT		\$0.00
4. ABANDONED (UNCLAIMED) BAIL TO COUNTY (No longer applicable per Public Act 100-22, effective 1/1/2018)		\$0.00
5. ABANDONED (UNCLAIMED) PROPERTY TO STATE		\$37,888.85
6. DEPOSITS WITH CLERK DISBURSED DURING THE YEAR:		
a. FROM JUDICIAL SALES	\$0.00	
b. FROM ALL OTHER CASE CATEGORIES	\$0.00	
	SUBTOTAL (6-a, b)	\$0.00
7. REIMBURSEMENTS/CONTRIBUTIONS TO A "LOCAL ANTI-CRIME PROGRAM"		\$0.00
8. REFUND AND RETURNS		
a. BAIL	\$250.00	
b. OTHER	\$550.00	
	SUBTOTAL (8-a, b)	\$800.00
9. OTHER - PROVIDE A LINE ITEM BREAKDOWN ON ATTACHMENT F. (INCLUDES SUCH ITEMS AS WITNESS FEES, PASSPORT FEES DISBURSED TO THE FEDERAL GOVERNMENT, OUT OF COUNTY BONDS, TRANSFER OF BAIL TO ANOTHER COUNTY, COLLECTION FEES OR BAIL TO ANOTHER COUNTY, COLLECTION FEES OR OTHER VENDOR CONVENIENCE FEES, ETC.)		\$5,110.00

[CLICK HERE TO GO TO ATTACHMENT E](#)

SECTION D TOTAL

\$65,130.66

THIS AMOUNT FORWARDED TO SECTION D BELOW

PART III TOTALS	SECTION A TOTAL (From Part III A-B,3)	\$18,182,788.39
	SECTION B TOTAL (From Part III, State Funds 2)	\$1,014,344.00
	SECTION C TOTAL (From Part III, C)	\$318,167.76
	SECTION D TOTAL (From Part III, D)	\$65,130.66
PART III - DISTRIBUTION OF FUNDS HELD IN TRUST OR AGENCY CAPACITY AND OF COLLECTIONS MADE FOR OTHERS (SECTIONS A,B,C,D) TOTAL		\$16,580,429.50

PLEASE INDICATE THE MONTH YOUR FISCAL YEAR ENDS

MONTH: November

ATTACHMENT A

LINE ITEM BREAKDOWN OF PART II. G.: ALL OTHER CLERK'S OFFICE EXPENSES

DESCRIPTION	AMOUNT
Office Supplies	\$8,490.91
Postage	\$8,983.30
Dues	\$1,000.00
Conferences	\$570.00
Mileage	\$94.22
Printing	\$12,570.02
	\$0.00
	\$0.00
	\$0.00
	\$0.00
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	\$0.00
	\$0.00
	\$0.00
ATTACHMENT A TOTAL	\$31,708.45

**THIS TOTAL SHOULD MATCH PART II - SECTION G TOTAL ON PAGE 2.
IF YOU NEED ADDITIONAL LINE ITEM DETAIL FOR THIS ATTACHMENT,
SIMPLY INSERT ROWS TO THE SPREADSHEET AS REQUIRED.**

[Click here to see examples of items that may or may not appear on Attachment A](#)

ATTACHMENT B

**LINE ITEM BREAKDOWN OF PART III. B. (1), (1.1) AND (2)
FINES, PENALTIES, ASSESSMENTS, CHARGES AND FORFEITURES PAID TO
MUNICIPALITIES, DRUG TASK FORCE AND TOWNSHIPS**

NAME OF MUNICIPALITY, TOWNSHIP, OR DRUG TASK FORCE	ALL EXCEPT DRUG	DRUG	CRIME LAB	CRIME LAB DUI	OTHER	TOTALS
Little Rock Township	\$354.54	\$0.00	\$0.00	\$0.00	\$0.00	\$354.54
Bristol Township	\$790.81	\$0.00	\$0.00	\$0.00	\$0.00	\$790.81
Oswego Township	\$5,895.12	\$0.00	\$0.00	\$0.00	\$0.00	\$5,895.12
Fox Township	\$17.76	\$0.00	\$0.00	\$0.00	\$0.00	\$17.76
Kendall Township	\$0.00	\$170.00	\$0.00	\$0.00	\$0.00	\$170.00
Na-Au-Say Township	\$1,768.89	\$0.00	\$0.00	\$0.00	\$0.00	\$1,768.89
Big Grove Township	\$99.67	\$0.00	\$0.00	\$0.00	\$0.00	\$99.67
Lisbon Township	\$90.00	\$0.00	\$0.00	\$0.00	\$0.00	\$90.00
Seward Township	\$41.38	\$0.00	\$0.00	\$0.00	\$0.00	\$41.38
Village of Montgomery	\$9,027.90	\$0.00	\$0.00	\$0.00	\$7,242.00	\$16,269.90
City of Sandwich	\$3,953.39	\$0.00	\$0.00	\$0.00	\$8.00	\$3,961.39
Village of Plainfield	\$1,332.77	\$0.00	\$0.00	\$0.00	\$464.00	\$1,796.77
City of Joliet	\$341.50	\$0.00	\$0.00	\$0.00	\$13.00	\$354.50
City of Aurora	\$616.03	\$0.00	\$0.00	\$0.00	\$5,280.00	\$5,896.03
City of Plano	\$11,094.96	\$1,148.98	\$0.00	\$0.00	\$4,717.00	\$16,958.94
Village of Oswego	\$22,668.32	\$2,457.96	\$0.00	\$0.00	\$12,106.13	\$37,232.41
City of Yorkville	\$12,276.93	\$345.96	\$0.00	\$0.00	\$3,381.22	\$16,004.11
Village of Millington	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Village of Minooka	\$1,862.83	\$335.00	\$0.00	\$0.00	\$360.00	\$2,557.83
City of Newark	\$309.71	\$0.00	\$0.00	\$0.00	\$12.00	\$321.71
Kendall Co. Forest Preserve	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SUBTOTALS	\$72,542.51	\$4,455.90	\$0.00	\$0.00	\$33,583.35	
(SUM OF SUBTOTALS ABOVE) ATTACHMENT B TOTALS						\$110,581.76
<p>THIS TOTAL SHOULD MATCH PART III - SECTION B (1), (1.1), AND (2) TOTAL ON PAGE 3. IF YOU NEED ADDITIONAL LINE ITEM DETAIL FOR THIS ATTACHMENT, SIMPLY INSERT ROWS TO THIS SPREADSHEET AS REQUIRED.</p>						
<p>Click here to see examples of items that may or may not appear on Attachment B</p>						

ATTACHMENT F

LINE ITEM BREAKDOWN OF PART III. D. (9): "OTHER"

DESCRIPTION	AMOUNT
FTA Bond Fee: DuPage County Sheriff	\$480.00
FTA Bond Fee: Naperville PD	\$910.00
FTA Bond Fee: Winfield PD	\$70.00
FTA Bond Fee: DeKalb County Sheriff	\$70.00
FTA Bond Fee: Kane County Sheriff	\$1,190.00
FTA Bond Fee: Mendota PD	\$70.00
FTA Bond Fee: Glen Ellyn PD	\$70.00
FTA Bond Fee: Grundy County Sheriff	\$210.00
FTA Bond Fee: Elgin PD	\$70.00
FTA Bond Fee: Westmont PD	\$210.00
FTA Bond Fee: LaSalle County Sheriff Dept	\$210.00
FTA Bond Fee: New Lenox PD	\$70.00
FTA Bond Fee: City of DeKalb PD	\$140.00
FTA Bond Fee: Geneva PD	\$70.00
FTA Bond Fee: Winnebago County Sheriff	\$140.00
FTA Bond Fee: Will County Sheriff Dept	\$70.00
FTA Bond Fee: Channahon PD	\$70.00
FTA Bond Fee: North Aurora PD	\$70.00
FTA Bond Fee: Elburn Police Dept	\$70.00
FTA Bond Fee: Village of Lombard PD	\$70.00
FTA Bond Fee: Somonauk PD	\$70.00
FTA Bond Fee: Jefferson County SD	\$70.00
FTA Bond Fee: ISP District 2	\$70.00
FTA Bond Fee: Warrenville Police Dept.	\$70.00
FTA Bond Fee: Williamson County Sheriff	\$70.00
FTA Bond Fee: ISP Dist 17	\$70.00
FTA Bond Fee: Bremer County Sheriff	\$70.00
FTA Bond Fee: Saline County Sheriff	\$70.00
FTA Bond Fee: Spring Valley Police Dept	\$70.00
FTA Bond Fee: Sangamon County	\$70.00
FTA Bond Fee: West Dundee Police Dept	\$70.00
ATTACHMENT F TOTAL	\$5,110.00

THIS TOTAL SHOULD MATCH PART III - SECTION D. (9) (Other) TOTAL ON PAGE 7.
 IF YOU NEED ADDITIONAL LINE ITEM DETAIL FOR THIS ATTACHMENT, SIMPLY
 INSERT ROWS TO THE SPREADSHEET AS REQUIRED.

[Click here to see examples of items that may or may not appear on Attachment F](#)

QUARTER: 4th YEAR: 2020
 COUNTY: KENDALL
 CIRCUIT: 23RD

REPORT K
 SELF REPRESENTED LITIGANTS (SRLs)

CATEGORY	CODE	NEW FILED CASES*	NEW FILED CASES SRL PLAINTIFF	DISPOSED*	DEFAULT JUDGMENTS	AT LEAST ONE SRL	AT LEAST 1 PLAINTIFF AND 1 DEFT SRL	AT LEAST ONE PLAINTIFF SRL	AT LEAST ONE DEFENDANT SRL	NUMBER OF LIMITED SCOPE APPEARANCES
ADOPTION	AD	6	1	8	0	4	0	3	1	0
ARBITRATION	AR	0	0	0	0	0	0	0	0	0
CHANCERY	CH	19	2	29	5	2	0	0	2	0
DISSOLUTION OF MARRIAGE	D	100	13	97	4	59	24	32	51	0
EMINENT DOMAIN	ED	0	0	0	0	0	0	0	0	0
FAMILY	F	41	10	26	0	1	0	1	0	0
LAW > \$50,000	L	26	3	33	4	1	0	0	1	0
LAW =< \$50,000	LM	73	6	57	16	4	0	0	4	0
MUNICIPAL CORPORATION	MC	0	0	0	0	0	0	0	0	0
MENTAL HEALTH	MH	0	0	0	0	0	0	0	0	0
MISCELLANEOUS REMEDY	MR	52	39	53	0	14	0	14	0	0
ORDER OF PROTECTION	OP	95	88	89	0	4	0	4	0	0
PROBATE	P	49	3	38	0	3	0	3	0	0
SMALL CLAIM	SC	545	30	310	41	9	0	2	7	0
TAX	TX	0	0	1	0	1	0	1	0	0
TOTALS		1006	195	741	70	102	24	60	66	0

* NOTE: THE NUMBER OF "FILED" AND "DISPOSED" CASES IN EACH CATEGORY ON THIS REPORT MUST EQUAL THE NUMBER OF "NEW FILED" AND "DISPOSED" CASES REPORTED FOR THE SAME CATEGORY ON REPORT A, RESPECTIVELY.

To: Kendall County Board * Law, Justice and Legislation Committee
From: Alice Elliott, Director * Kendall County Court Services
Date: January 2021
Re: Monthly Report

Juvenile Detention - FY2021 ~ Costs Incurred

Kendall County Court Services FY2021 Summary - Juvenile Detention					Same Time 2020	Same Time 2019	Same Time 2018	Same Time 2017	Same Time FY2016
Month	Total New Admissions	Total Holdovers*	Total Days	Total Cost Incurred					
						\$18,652.00* Paid FY19 incurred FY18			
12/2020	2	2	65	\$7,800.00	\$6,600.00	\$17,640.00	\$10,450.00	\$8,690.00	\$15,620.00
01/2021	1	1	35	\$4,725.00	\$11,160.00	\$12,120.00	\$9,020.00	10,560.00	15,180.00
02/2021					\$10,200.00	\$10,320.00	\$11,130.00	15,070.00	11,110.00
03/2021					\$18,120.00	\$6,840.00	\$21,730.00	9,900.00	3,410.00
04/2021					\$3,960.00	\$7,920.00	\$15,960.00	13,640.00	5,940.00
05/2021					\$6,840.00	\$18,840.00	\$10,560.00	5,610.00	4,180.00
06/2021					\$10,320.00	\$24,000.00	\$7,320.00	6,270.00	11,660.00
07/2021					\$19,320.00	\$14,880.00	\$11,760.00	1,540.00	10,120.00
08/2021					\$14,860.00	\$4,560.00	\$12,000.00	3,850.00	11,880.00
09/2021					\$8,520.00	\$4,560.00	\$9,120.00	9,130.00	2,640.00
10/2021					\$9,240.00	\$9,000.00	\$15,120.00	10,780.00	5,610.00
11/2021						Paid in FY20	\$18,600.00	5,170.00	11,110.00
TOTAL	3	3	100	\$12,525.00		\$149,332.00	\$152,970.00	\$100,210.00	\$108,460.00

*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: \$ 12,525.00
 Amount Remaining: \$ 137,475.00

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

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

Juvenile Board & Care - FY2021 ~ Costs Incurred

	Number of Minors Placed	Days Paid	Total Monthly Cost Incurred	Total Cost Incurred (Running Total)
12/2020				
01/2021				
02/2021				
03/2021				
04/2021				
05/2021				
06/2021				
07/2021				
08/2021				
09/2021				
10/2021				
11/2021				
TOTAL				

Items Worthy of notice to the County Board:

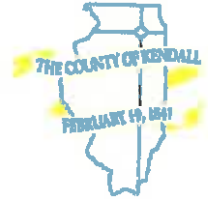
Probation continues to work with the Sheriff's Department as we transfer the GPS program. There are many moving parts that require overlapping of duties and responsibilities to ensure the current participants are properly monitored and victim safety is maintained. We are hopeful of a complete transfer to be completed by April.

Since our last committee meeting, our Office Manager, Michele Perrot, retired and our Juvenile Supervisor, Linda Tornero, was promoted to Assistant Director in Will County. Although we are certainly happy for both of these ladies as they enter into this next chapter of their lives, it does leave a vacancy. We are conducting interviews next week with the hope to have both positions filled by mid-February.



KENDALL COUNTY OFFICE OF THE SHERIFF

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



Kendall County Sheriff's Office

Year-End Report

December 01, 2019 – November 30, 2020

STATE OF ILLINOIS
COUNTY OF KENDALL
- FILED -

DEC 31 2020

Debbie Alotta
COUNTY CLERK
KENDALL COUNTY

<u>OPERATIONS DIVISION</u>	Total	Average
Calls for Service	9,228	769
Police Reports	3,978	332
Total Arrests	837	70
Traffic Contacts	6,544	545
Traffic Citations Issued	1,922	160
DUI Arrests	64	5
Total Crash Investigations	575	48
Total Miles Driven by Sheriff's Office	741,944	61,829
<u>RECORDS DIVISION</u>	Total	Average
Sales Conducted	38	3
Papers Served/Executed	1,420	118
SA, Subpoena & FOIA Requests	2,096	175
Total Warrants Served	749	62
Evictions Conducted	22	2
Civil Process Fees	\$50,302	\$4,192
Sheriff Sales Fees	\$28,500	\$2,375
Records Fees/Fingerprinting	\$3,197	\$266
Bond Processing Fees	\$10,602	\$884
<u>CORRECTIONS DIVISION</u>	Total	Average
New Intake Bookings	1,911	159
Federal Inmate ADP		82
Kendall County Inmate ADP		60
Other Jurisdictions Inmate ADP		8
Average Daily Population		139
Amount Invoiced for Inmates Housed for Other Juris.	\$178,310	\$14,859
Amount Invoiced for Federal Housing	\$2,384,802	\$198,734
Amount Invoiced for Federal Court Transport	\$52,861	\$4,405
Amount Invoiced for Federal Medical Transport	\$29,913	\$2,493

Ready to Protect, Proud to Serve

<u>COURT SECURITY</u>		
	Total	Average
Entries	129,837	10,820
Items X-rayed	41,322	3,444
Kendall Prisoners	753	63
Other Prisoners	136	11
Arrests made at Courthouse	243	20
Contraband Refused	832	69

<u>KCSO TRAINING</u>		
	Total	Average
Corrections Division	1,263	105
Operations Division	2,641	220
Court Security	255	21
Records Division	53	4

12 - Month Budget Results

Sheriff's Budget	\$6,163,317	Corrections Budget	\$4,964,965
Year to Date	\$6,209,566	Year to Date	\$4,850,290
Balance	-\$46,249	Balance	\$114,675
Percent	100.8%	Percent	97.7%

Submitted by  _____
 Sheriff Dwight A. Baird

KENDALL COUNTY SHERIFF'S OFFICE

MONTH-END REPORT



DECEMBER

2020

OPERATIONS DIVISION

Dec-19

Dec-20

POLICE SERVICES

Calls for Service	590	761
Police Reports	339	366
Total Arrests	59	84
Ordinance Citations Issued	0	0

TRAFFIC SERVICES

Traffic Contacts	1,052	356
Traffic Citations Issued	221	138
DUI Arrests	5	4

TRAFFIC CRASH INVESTIGATIONS

Property Damage	34	84
Personal Injury	31	8
Fatalities	0	0
TOTAL CRASH INVESTIGATIONS	65	92

VEHICLE USAGE

Total Miles Driven by Sheriff's Office	63,638	54,091
Vehicle Maintenance Expenditures	\$1,980	\$332
Fuel Expenditures	\$10,827	\$8,421
Fuel Gallons Purchased	4,821	4,356
Squad Damage Reports	0	0

AUXILIARY DEPUTIES

Ride-A-Long Hours	13	9
Auxiliary Hours	25	22
TOTAL AUXILIARY HOURS	28	30

EVIDENCE/PROPERTY ROOM

New Items into Property Room	143	89
Disposal Orders Processed	33	11
Items Disposed Of	26	55
Items Sent to Crime Lab for Processing	1	26
Pounds of Prescription Meds Collected from Drop Box	11	13

INVESTIGATIONS/COPS ACTIVITIES

Total Assigned Cases (Patrol/Invest)	15	50
Total Closed Cases (Patrol/Invest)	30	83
Total Open Cases (Patrol/Invest)	103	166
Community Policing Meetings/Presentations	31	16

Sex Offender / Violent Offenders Against Youth Registrations

Sex Offender Registrations	15	7
Sex Offender - Address Verifications Completed	0	0
Sex Offender - Address Verification Attempted	12	0
Total # of Sex Offenders- Jurisdiction	31	34
Total # of Sex Offenders- Entire County	77	83
Violent Offenders Against Youth Registrations	0	1
VOAY - Address Verification Completed	0	0
VOAY - Address Verification Attempted	0	0
Total # of VOAY- Jurisdiction	3	6
Total # of VOAY- Entire County	21	23

RECORDS DIVISION

Dec-19

Dec-20

SHERIFF SALES

Sales Scheduled	34	0
Sales Cancelled	19	0
Sales Conducted	15	0

CIVIL PAPERWORK

Papers Filed/Received	108	144
Papers Served/Executed	82	126

REPLEVINS/LEVY

Replevin/Levy Scheduled	1	0
Replevin/Levy Conducted	0	0

SA, SUBPOENA & FOIA REQUESTS

Electronic and Recording Copy Requests	13	40
Accident Reports	35	16
Background Checks	20	24
Incidents	40	62
Subpoenas	5	3
TOTAL REQUESTS	113	145

WARRANTS

Total Warrants on File	1,404	1,681
New Warrants Issued	125	103
Total Warrants Served	96	100
Warrants Quashed	23	32

EVICCTIONS

Evictions Scheduled for Month	10	0
Evictions Cancelled	7	0
Evictions Conducted	3	0

FEES

Civil Process Fees	\$4,235	\$1,772
Sheriff Sales Fees	\$7,200	\$0
Records Fees/Fingerprinting	\$200	\$225
Bond Processing Fees	\$1,119	\$1,335
TOTAL FEES COLLECTED	\$12,754	\$3,332

CORRECTIONS DIVISION

Dec-19

Dec-20

JAIL POPULATION

New Intake Bookings	193	127
Inmates Released	200	127
Federal Inmate ADP	85	72
Kendall County Inmate ADP	64	57
Other Jurisdictions Inmate ADP	4	15
Average Daily Population	153	144

JAIL MEALS

Number of Meals Prepared Consolidated Food	13,376	13,019
Price Per Meal	\$1.26	\$1.31

INMATE TRANSPORTS

To and From Kendall County Courthouse	48	11
Other County Court Transports	12	0
Out of County Prisoner Pickups	10	7
To I.D.O.C	2	0
Medical/Dental Transports	8	3
Court ordered medical transports	13	0
Juvenile To and From Youth Homes/Courts	16	2
Federal Transports	19	5
TOTAL INMATE TRANSPORTS	128	28

INMATE WORK CREWS

Number of Inmates	6	0
Number of Locations	3	0
Total Hours Worked	12	0

REVENUE

Amount Invoiced for Inmates Housed for Other Juris.	\$7,440	\$33,770
Amount Invoiced for Federal Housing	\$209,680	\$180,880
Amount Invoiced for Federal Court Transport	\$12,669	\$0
Amount Invoiced for Federal Medical Transport	\$4,658	\$8,621
TOTAL INVOICED	\$234,447	\$223,271

MEDICAL BILLING

Medical Contractual Services	\$23,101	\$20,203
Prescriptions	\$1,302	\$6,700
Medical	\$1,289	\$267
Dental	\$0	\$0
Emergency Medical Services	\$224	\$240
Medical Supplies	\$477	\$1,133
TOTAL MEDICAL BILLING	\$26,393	\$28,542

Outstanding FTA Fees

FTA Fees- Outstanding	\$450	\$375
-----------------------	-------	-------

COURT SECURITY

Entries	13,052	7,419
Items X-rayed	4,682	2,247
Bond Call - In Person	26	3
Bond Call - Video	38	52
Kendall Prisoners	61	66
Other Prisoners	36	3
Arrests made at Courthouse	22	10
Contraband Refused	78	53

KCSO TRAINING

Dec-19

Dec-20

CORRECTIONS DIVISION**NATURE OF TRAINING**

Annual Mandatory Firearms Quals	2
Being Left in the Dirt	1.5
Booking & Admissions (CorrectionsOne)	1
Correctional Use of Force	1.5
CourtSmart	3
Finding Our Way Forward Together	2
Global SDS & Hazardous Communications Standards (Corrections)	5
Hostage Negotiations (CorrectionsOne)	2
Investigating Human Error	2
Juvenile Detention Authorization	3
Leadership for a Lifetime	2
LEADS LTFA	4
Lexipol DTB's	33
Maintaining Boundaries for Corrections Staff (CorrectionsOne)	28
Off Duty Qualifications	1
PREA: CorrectionsOne	1
Restraint Chair Procedures	17
Use of Force Tracking & Assessment	2
Words Matter: Necessity, De-Escalation, Proportional...	2
TOTAL HOURS	343
	113

OPERATIONS DIVISION**NATURE OF TRAINING**

Annual Mandatory Firearms Qualifications	1
Annual Shotgun Quals	2
Body Cam Training	3
Child Abuse Awareness of Patrol Officers	8
CourtSmart	17.5
Drone Re-Cert	1
Ethics ILETSB	4
Firearms Instructor	40
FTO School	40
IDPH Naloxone Training	1
Juvenile Detention Authorization	45
LEADS LTFA	4
LEADS Re-Cert	1.5
Lexipol DTBs	23.25
Management of FTO Programs	8
Medial Relations for LE	16
Protective Intelligence Investigations for LE	24
Rifle Quals	12
Roll Call Training	1
What LE Needs to Know About Forensic Interviews	12
Finding Our Way Forward	2
Use of Force Tracking and Assessment	2
Investigating Human Error	2
Being Left in the Dirt	1.5
Leadership for a Lifetime	2
Words Matter	2
Leadership Development	1
Officer Involved Shooting Response	1.5
Interview for Force Investigations	2
Risk Assessment Matrix	1
Use of Force Continuum	1
Patrol Use of Force Review for Field Supervisors	1.5
Use of Force Review Boards for Patrol	1
Responding to Animosity After Police Use of Force	1.5
Protests, Police, and the Press	1
Noise-Flash Diversionary Devices 2020 Legal Update	1
Toxicity in Leadership	1
Community and Police Relations	1.5
The Bridge from De-Escalation to Use of Force	1
Force Science: Human Dynamics and Conflict Resolution	1
To View or Not to View: That is the Question	0.5
Tactical Operations Liability	1.5
How Video is Being Weaponized Against the Police	2.5
TOTAL HOURS	469
	297

COURT SECURITY**NATURE OF TRAINING**

CourtSmart	3.5
Lexipol DTBs	5.25
Maintaining Boundaries for Corrections Staff	3
Off Duty Quals	1
Restraint Chair Procedures	3
TOTAL HOURS	5
	16

RECORDS DIVISION**NATURE OF TRAINING**

Communicating Eff/Prof. w/ LGBT Offenders (Wulff)	1
Management of FTO Programs (Ostrom)	8
PREA: Your Role in Responding to Sexual Abuse (Wulff)	3
TOTAL HOURS	15
	12

KENDALL COUNTY SHERIFF'S OFFICE

MONTH-END REPORT



NOVEMBER

2020

OPERATIONS DIVISION

POLICE SERVICES	November-18	November-20
Calls for Service	581	706
Police Reports	327	295
Total Arrests	119	94
Ordinance Citations Issued	0	0
TRAFFIC SERVICES	November-19	November-20
Traffic Contacts	1,105	360
Traffic Citations Issued	226	102
DUI Arrests	5	4
TRAFFIC CRASH INVESTIGATIONS	November-19	November-20
Property Damage	48	19
Personal Injury	14	18
Fatalities	1	0
TOTAL CRASH INVESTIGATIONS	63	37
VEHICLE USAGE	November-19	November-20
Total Miles Driven by Sheriff's Office	57,469	50,917
Vehicle Maintenance Expenditures	\$22,955	\$4,651
Fuel Expenditures	\$10,353	\$7,442
Fuel Gallons Purchased	4,488	4,163
Squad Damage Reports	0	0
AUXILIARY DEPUTIES	November-19	November-20
Ride-A-Long Hours	0	0
Auxiliary Hours	15	56
TOTAL AUXILIARY HOURS	28	56
EVIDENCE/PROPERTY ROOM	November-19	November-20
New Items Into Property Room	70	141
Disposal Orders Processed	57	19
Items Disposed Of	5	80
Items Sent to Crime Lab for Processing	15	8
Pounds of Prescription Meds Collected from Drop Box	35	14
INVESTIGATIONS/COPS ACTIVITIES	November-19	November-20
Total Assigned Cases (Patrol/Invest)	17	22
Total Closed Cases (Patrol/Invest)	30	23
Total Open Cases (Patrol/Invest)	102	199
Community Policing Meetings/Presentations	32	23
Sex Offender / Violent Offenders Against Youth Registrations	November-19	November-20
Sex Offender Registrations	9	11
Sex Offender - Address Verifications Completed	0	1
Sex Offender - Address Verification Attempted	0	1
Total # of Sex Offenders- Jurisdiction	31	33
Total # of Sex Offenders- Entire County	56	83
Violent Offenders Against Youth Registrations	0	0
VOAY - Address Verification Completed	0	0
VOAY - Address Verification Attempted	0	0
Total # of VOAY- Jurisdiction	3	6
Total # of VOAY- Entire County	19	23

RECORDS DIVISION

SHERIFF SALES	November-19	November-20
Sales Scheduled	19	0
Sales Cancelled	15	0
Sales Conducted	4	0

CIVIL PAPERWORK	November-19	November-20
Papers Filed/Received	175	93
Papers Served/Executed	155	77

REPLEVINS/LEVY	November-19	November-20
Replevin/Levy Scheduled	0	0
Replevin/Levy Conducted	0	0

SA, SUBPOENA & FOIA REQUESTS	November-19	November-20
Electronic and Recording Copy Requests		43
Accident Reports	42	25
Background Checks	16	17
Incidents	50	63
Subpoenas	7	4
TOTAL REQUESTS	115	152

WARRANTS	November-19	November-20
Total Warrants on File	1,398	1,710
New Warrants Issued	77	113
Total Warrants Served	74	89
Warrants Quashed	19	29

EVICTIONS	November-19	November-20
Evictions Scheduled for Month	12	0
Evictions Cancelled	5	0
Evictions Conducted	7	0

FEES	November-19	November-20
Civil Process Fees	\$4,958	\$2,267.50
Sheriff Sales Fees	\$5,400	\$0.00
Records Fees/Fingerprinting	\$162	\$420.00
Bond Processing Fees	\$824	\$756.83
TOTAL FEES COLLECTED	\$11,344	\$3,444

CORRECTIONS DIVISION

JAIL POPULATION		November-20
New Intake Bookings	179	183
Inmates Released	194	192
Federal Inmate ADP	86	75
Kendall County Inmate ADP	67	60
Other Jurisdictions Inmate ADP	4	12
Average Daily Population	157	146

JAIL MEALS	November-19	November-20
Number of Meals Prepared Consolidated Food	13,761	12,732
Price Per Meal	\$1.27	\$1.28

INMATE TRANSPORTS	November-19	November-20
To and From Kendall County Courthouse	64	27
Other County Court Transports	5	0
Out of County Prisoner Pickups	14	7
To I.D.O.C	2	1
Medical/Dental Transports	5	2
Court ordered medical transports	14	0
Juvenile To and From Youth Homes/Courts	7	5
Federal Transports	13	2
TOTAL INMATE TRANSPORTS	124	44

INMATE WORK CREWS	November-19	November-20
Number of Inmates	6	

Number of Locations	1	0
Total Hours Worked	7	0

REVENUE	November-19	November-20
Amount Invoiced for Inmates Housed for Other Juris.	\$6,780	\$25,790.00
Amount Invoiced for Federal Housing	\$204,400	\$178,000
Amount Invoiced for Federal Court Transport	\$11,702	\$1,865
Amount Invoiced for Federal Medical Transport	\$0	\$0
TOTAL INVOICED	\$222,882	\$205,655

MEDICAL BILLING	November-19	November-20
Medical Contractual Services	\$15,381	\$18,953.13
Prescriptions	\$1,537	\$5,073.07
Medical	\$189	\$421.84
Dental	\$0	\$0.00
Emergency Medical Services	\$0	\$0.00
Medical Supplies	\$253	\$244.42
TOTAL MEDICAL BILLING	\$17,360	\$24,692

Outstanding FTA Fees	November-19	November-20
FTA Fees- Outstanding	\$225	\$675

COURT SECURITY		November-20
Entries	11,954	7,197
Items X-rayed	4,290	2,406
Bond Call - In Person		18
Bond Call - Video	31 / 14	43
Kendall Prisoners	60	46
Other Prisoners	23	4
Arrests made at Courthouse	12	11
Contraband Refused	57	50

KCSO TRAINING

CORRECTIONS DIVISION	November-19	November-20
NATURE OF TRAINING		
Lexipol Daily Training Bulletins		27
CourtSmart		2
CERT Monthly Training		36
LEADS LTFA		8
LEADS Re-Cert		4.5
Global SDS & Hazardous Communication Standards (CorrOne)		29
Leadership 1 (CorrectionsOne)		1
Body Cams		9
Juvenile Detention Authorization		52.5
TOTAL HOURS	599	169

OPERATIONS DIVISION	November-19	November-20
NATURE OF TRAINING		
CourtSmart Monthly Training		18.5
Lexipol Daily Training Bulletin		26.25
SRT		40
16 Hour Sexual Assault Investigator		32
Body Cam Training		8.75
Communicating Eff/Prof w/ LGBTI Offenders		2
Crime Scene In-House Training		288
Drone Re-Cert		2
IDPH Naloxone		2
Juvenile Detention Authorization		16.5
Leads LTFA		8
Send It! Sniper Enhanced Decision Time		32
OC Re-Cert		2

Physical Surveillance for Law Enforcement		32
PREA: Your Role Responding to Sex Abuse		6
Pre-Retirement & Career Transit & Financial Plan for LE		8
Roll Call Training		2.5
Taser Re-Cert		2
Developing & Managing Informants		8
TOTAL HOURS	793	117

COURT SECURITY	November-19	November-20
NATURE OF TRAINING		
CourtSmart Monthly Training		2
Lexipol Daily Training Bulletin		5.25
Body Cams		1.75
Juvenile Detention Authorization		10.5
TOTAL HOURS	17	20

RECORDS DIVISION	November-19	November-20
NATURE OF TRAINING		
Financial Management of HIDTA Funds		12
TOTAL HOURS	2	12

AUXILIARY	November-19	November-20
NATURE OF TRAINING		
Body Cam Training		0.5
TOTAL HOURS	27	0.5



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



TO: LAW, JUSTICE, AND LEGISLATION COMMITTEE
FROM: COMMANDER JEANNE RUSSO
SUBJECT: AGENDA ITEM: APPROVAL OF ITB FOR ELECTRONIC MONITORING SERVICES
AND EQUIPMENT
DATE: JANUARY 19, 2021
CC: AS NEEDED

Greetings committee members,

The Sheriff's office has begun to transfer the responsibility for GPS monitoring and record keeping from Court Services to the Sheriff's Office. Currently Court Services has a contract with a service provider for the GPS equipment. It is my goal to have the transition from Court Services to the Sheriff's Office complete before April 1, 2021. In order to ensure responsible spending of taxpayer money, we are required to publish an Invitation to Bid for these services.

The attached ITB has been reviewed by the Kendall County State's Attorney's office and I respectfully ask for permission to publish the ITB.

Respectfully,

A handwritten signature in black ink, appearing to read "Jeanne Russo".

Commander Jeanne Russo
Kendall County Sheriff's Office

**KENDALL COUNTY, ILLINOIS AND THE
KENDALL COUNTY SHERIFF'S OFFICE**

INVITATION TO BID (ITB)

**ELECTRONIC MONITORING EQUIPMENT AND
SERVICES**



Table of Contents

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3. ATTACHMENT B - BID GUIDELINES	9
4. ATTACHMENT C - GENERAL TERMS AND CONDITIONS BIDDER MUST AGREE TO INCORPORATE INTO FINAL CONTRACT DOCUMENTS	24
5. ATTACHMENT D - BID FORM (REQUIRED)	30

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INVITATION TO BID

ELECTRONIC MONITORING EQUIPMENT AND SERVICES

Introduction

On behalf of Kendall County, Illinois and the Kendall County Sheriff's Office (hereinafter collectively referred to as the "County"), I invite you to submit a bid in accordance with the Bid Guidelines and Bid Specifications for the products and/or services stated herein. Carefully read the attached documents and follow the procedures as outlined in order to be considered for award of contract for this project. **Please take note that this Invitation to Bid ("ITB") is for electronic monitoring equipment and services.**

All questions should be directed in writing to:

Commander Jeanne Russo
Kendall County Sheriff's Office
1102 Cornell Lane
Yorkville, IL 60560
jrusso@co.kendall.il.us
(630) 553-7500 x 1104

Any questions received shall be answered at the discretion of the County. Replies will be issued to all Bidders of record in writing and will become part of the ITB Documents. Questions will not be responded to by oral clarification. However, any oral clarifications or interpretations provided shall be without legal effect.

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

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ATTACHMENT A - INSTRUCTION TO BIDDERS

A. Pre-bid Facility Tour:

A pre-bid meeting will be held on Feb 11, 2021 at 10 a.m. the Kendall County Sheriff's Office, 1102 Cornell Ln, Yorkville, IL 60560 to allow for a tour of the facilities and the observance of the equipment and locations where the electronic home monitoring equipment will be fitted and/or serviced. All potential bidders are encouraged to attend.

B. Availability of ITB Documents:

Bidders shall receive a copy of the Instruction To Bidders, ITB Guidelines and Scope of Services, General Terms and Conditions for Final Contract Documents, Bid Form and all addenda issued by the County (hereinafter referred to collectively as "ITB Documents"). Bidders should examine the ITB Documents and the described site to obtain first-hand knowledge of all existing conditions. Extra compensation will not be given for conditions, which can be determined by examining the ITB Documents and site.

All ITB Documents issued will be available at the Kendall County Sheriff's Office or online at <http://www.co.kendall.il.us/call-for-bids/>. Bidders are responsible for reviewing the website and obtaining any addenda issued prior to the submittal date.

C. Bid-Format of Bid Responses: This section outlines the bid-format and information to be provided by the bidder. In accordance with state law, the County will award the contract to the lowest responsible bidder, and the format and information requirements will help the County to determine the lowest responsible bidders. Any bidder not providing the required information, or not conforming to the format specified in all material respects, may be eliminated from consideration at the sole discretion of the County. The County strongly prefers concise responses to the information requested. The use of tables, graphics, and bulleted lists, where appropriate, is strongly encouraged. All bids must include all of the following information at a minimum:

1. **Additional or Alternative Options:** As set forth herein, the bidder may offer additional or alternative options, but these should be clearly indicated and separate from the response to this ITB.
2. **Cover Letter:** Bidder must provide a cover letter prepared on the bidder's business stationery. The purpose of this letter is to transmit the bids, so it should be brief. The letter should contain a statement that the bidder is responding to the County's ITB. The cover letter must also include all of the following information:
 - a. A statement that the attached bid is complete as submitted;
 - b. A statement that all terms and conditions contained in the bid are valid for at least 90 calendar days after the date and time set for opening of the bids; and
 - c. The cover letter must be signed by a representative who is authorized to contractually obligate the bidder or consortium of bidders.
3. **Technical Proposal Requirements:** The bidder must provide a comprehensive bid, which Bid includes all of the following:
 - a. **Basic Company Information**
 1. Company name, mailing address, telephone number, fax number, website address (if any), and e-mail address;

2. Contact person's name and contact information;
3. Type of organization;
4. Total number of staff;
5. Underlying philosophy of bidder's firm in providing the services requested;
6. A description of the Bidder's financial ability to provide services and fulfill the contract terms and conditions;
7. A brief description of the bidder company's history including the number of years in business providing similar services;
8. Bidder's policies (administrative and operational) that would be associated with this project; and
9. Bidder's experience providing the services requested.

b. Bidder's Professional References

1. The bidder must provide a total of three (3) professional references. The references must be of similar project scope. References must be currently under contract or a contract completed within the past five (5) years. The references should include the following:
 - Contract name/location/owner information;
 - Contact person's name, telephone number, mailing address, and email address, if any;
 - Start, finish and/or anticipated completion date of work;
 - Description of all services provided;
 - Contract monetary value.

c. Financial/Legal

1. A copy of Bidder's State of Illinois business license or certificate of good standing.
2. Bidder must provide insurance coverage certification.
3. Bidder must provide a copy of all pertinent licenses and certifications, which are required in the performance of this work.
4. Bidder must provide a statement of all legal actions currently pending or threatened against the bidder relating to current or past service and any actions brought against bidder within the last five (5) years directly related to the service to be provided.

d. Contract Start-up/ Transition Plan

1. A detailed description of the bidder's approach to start-up services to be provided to the County.
2. A detailed description of the bidder's organizational ability to start-up the services to be provided to the County.
3. A detailed description of bidder's proposed implementation plan to include all necessary training and technical support for County staff to fully implement the use of bidder's equipment and services.
4. A detailed description of bidder's proposed transition of the County's existing services to the bidder's proposed services.
5. A detailed description of what problems might reasonably be expected and bidder's suggestions as to how bidder and the County should handle these matters.

e. Proposed Services and Cost

1. Bidder's bid must include a breakdown of all proposed services and the proposed costs/expenses for each proposed service.
2. All proposals shall provide a straightforward, concise delineation of bidder's capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
3. All variations to the stated specifications must be described in detail (free from ambiguity).
4. Bidder must include a statement confirming that all pricing information submitted in the bid will be honored by bidder for at least 90 calendar days after the date and time set for opening of the bids and thereafter until withdrawn by written notice received by the County. Bids may not be modified, withdrawn or cancelled by the bidder during this time period.
5. The bidder must have an authorized representative sign in the corporate name and must bear the original longhand signature of a principal legally authorized to sign contracts. The name of each person signing should be typed or printed below the signature. Both must be complied with for the bid to be valid.
6. The individual signing the bid documents for the bidder shall initial all erasures or corrections.

f. Bid Form: The bidder must complete and return the enclosed bid form.

D. Submission of Bids

All bidders must submit one (1) original and two (2) copies of their bid in a sealed package plainly marked in the lower left-hand corner "**Electronic Monitoring Equipment and Services Contract Bid.**" Failure to submit a sealed bid in a properly marked package may eliminate the bid from consideration.

The bid must be addressed to:

Kendall County Sheriff's Office
Attn: Commander Jeanne Russo
1102 Cornell Lane
Yorkville, IL 60560

Sealed bids must be received by The County no later than 4:00 P.M. CST on FEBRUARY 25, 2021 ("Due Date"). Bids received after the Due Date will not be considered.

The following will apply to all bids received:

1. All bids must be comprehensive and complete for the services requested. Accepted bid shall be contracted by the County for the total of the submitted bid. The County will not be responsible for any additional charges above the accepted bid unless additional services are negotiated and accepted by the County by addendum to the original contract. Failure to provide detailed responses will result in the bidder being eliminated from award of contract consideration in the sole discretion of the County.
2. Bids shall be deemed a firm offer continuing for ninety (90) calendar days after the date and time set for opening of sealed bids, unless, upon County's request, the bidder agrees to an extension. Bids may not be modified, withdrawn, or cancelled by the bidder during this time period.
3. The County will not be responsible for any expenses incurred by the bidder in preparing

- and submitting bids.
4. All bidders must be appropriately licensed and authorized to conduct business within the State of Illinois.
 5. The failure of a bidder to promptly supply information requested in this ITB or other information subsequently requested may result in the bidder being eliminated from consideration.
 6. Discussions may be conducted with bidders who submit bids determined to have a reasonable likelihood of being the lowest responsible bidder. However, a bid may be accepted without such discussions. Therefore, all information requested and necessary for the County to evaluate this ITB should be included in the bidder's response.
 7. Bidders who submit a bid in response to this ITB may be required to make an oral presentation of their bid.
 8. The contents of the bid submitted by the successful bidder(s) and this ITB (as well as the necessary contract terms and conditions contained herein) will become a part of any contract awarded as a result of these specifications. The "GENERAL TERMS AND CONDITIONS BIDDER MUST AGREE TO INCORPORATE INTO FINAL CONTRACT DOCUMENTS" must be agreed to by each bidder and incorporated into any final contract/agreement.
 9. The County reserves the right to request clarifications or corrections to bids.

E. Opening Bids and Awarding Agreement

Bids will be opened and publicly read on February 26, 2021 at 10:30 A.M CST in the Kendall County Sheriff's Office located at 1102 Cornell Lane Yorkville, IL 60560. Bids will be evaluated and an award, if any, will be made in accordance with the ITB section titled "Selection Criteria" below.

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

F. Property of the County

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

G. Errors and Omissions

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

H. Reserved Rights

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

The awarded Bidder will be an independent contractor. The Bidder is not, and will not be, an employee or agent of the County.

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**INVITATION FOR BID FOR “Electronic Monitoring Equipment and Services
Contract”**

ATTACHMENT B _ - BID GUIDELINES

- A. PROJECT SCOPE:** The County has issued this Invitation to Bid (ITB) for the sole purpose of obtaining bids from qualified individuals or firms to establish a contract, through competitive bidding for the procurement of services and/or supplies as set forth herein.

All requests, responses, and inquiries will be conducted by the County, all subject to a final agreement executed by the Contractor (Bidder) and the County (hereinafter referred to as “the Agreement”).

- B. SCOPE OF SERVICES:** The County is seeking competitive bids for the following services to be provided to the County effective March 23, 2021:

1. ELECTRONIC MONITORING SOLUTION | EXPERIENCE, QUALIFICATION AND LICENSING REQUIREMENTS:

At a minimum, the Contractor shall:

- Have conducted business continuously in the Electronic Monitoring (EM) Offender Tracking Industry, for a minimum of five (5) years, immediately prior to the bid submittal date.
- Currently be providing services directly to United States (U.S.) government law enforcement and/or correctional agencies under a paid, per diem contract.
 - These services shall include Global Positioning System (GPS) or Radio Frequency (RF) tracking, monitoring, crime scene correlation mapping software, and monitoring center support that is in use and installed on clients.
 - This experience must have occurred continuously over the past 36 months prior to the bid submittal date.
- Be the Original Equipment Manufacturer (OEM) of the monitoring device and related tracking software and accessories.
 - The County will not consider any subcontractor/subcontracting of services.
 - The County will not consider the cumulative mutual experience of both a Prime Contractor and Subcontractor or a joint venture of two or more companies for the bid evaluation.
 - Note: Any time spent doing beta testing of equipment or software shall not count toward the above-referenced experience requirements.
- The Contractor’s devices shall be manufactured in an International Organization for Standardization (ISO) 9001-2015-certified facility. The Contractor shall provide the County with a copy of the certification.
- The Contractor shall be currently registered and approved by the Federal Communications Commission (FCC), evidenced by an issued FCC number.

2. ELECTRONIC MONITORING SOLUTION | CONTRACTOR RESPONSIBILITY REQUIREMENTS

The Contractor's place of business and its monitoring services and data center facilities used for electronic monitoring services shall be located within the United States and must/shall:

- Monitor, track, collect and record, in a Central Monitoring System, all movement and location data of enrollees assigned to a monitoring device, 24 hours per day, and 365 days per year.
- Provide daily reports of each enrollee's tracking activities, including technical violations, to designated County staff via email, or other designated County methods for all enrollees assigned to a monitoring device.
- Provide notification alerts via telephone call, text message, and/or email for all alerts/notifications as specified by the County.
- Provide unlimited use of the Contractor's software system to be able to instantly request the enrollee's monitoring GPS device data to receive the most recent near real time location.
- Provide near real-time, user-friendly unlimited access to the data, allowing the staff, the agents and local law enforcement agencies to access and view up to the minute data for investigative, compliance, and criminal behavior analysis of enrollees assigned to a GPS device.
- Provide the Central Monitoring System computer hardware and software necessary for the operation and continuous monitoring of the GPS device and data storage 24 hours per day, 365 days per year.
- Ensure that all information attained relative to the provisions of the Agreement remains confidential in accordance with the highest of industry standards, federal regulations, state laws, and the County's policies and procedures, as amended.
- Provide training for the staff, the agents, and local law enforcement stakeholder personnel as deemed necessary by the County. The Contractor shall provide all training relating to the use of EM equipment, software, troubleshooting, crime scene correlation, analytics, hardware/software updates, and report analysis.
- Include at no charge to the County all items considered to be consumable for the attachment and use of the Contractor's hardware. Consumables include, but are not limited to, items such as straps, clips, and charging cords.
- Provide unlimited access/use to the County and local law enforcement of all available features of the Contractor's software system and database as approved by the County.
- Provide the ability to query, through the internet, Contractor software and all devices assigned to the County. The listed data, at a minimum, should include the unit number, status of unit (operational or inactive) assigned location, and enrollee.

3. ELECTRONIC MONITORING SOLUTION | GENERAL HARDWARE EQUIPMENT REQUIREMENTS

a. GLOBAL POSITIONING SYSTEM (GPS) GPS MONITORING DEVICE

i. GENERAL GPS DEVICE REQUIREMENTS

At a minimum, the Contractor's GPS device must/shall:

- Be a one-piece, single body worn device.
- Be manufactured to allow for repeated proper sanitization.
 - The Contractor shall provide instructions to sanitize the GPS Device, including recommended cleaning agents and methods.
- Not be available as an open market item, to include accessories.
- Meet the highest levels of ruggedness, durability, and performance.

- Be the latest version that has proven reliable technology from the manufacturer within the past 24 months.
- Meet market safety standards and present no health or safety hazards to staff and/or enrollees.
- Not pose a safety hazard nor unduly restrict the enrollee's activities.
- Be enclosed in a sealed hypoallergenic case that is resistant to shock, water, corrosion, chemical solvents, and detergents and function reliably under normal atmospheric environmental conditions.
- Not have any sharp edges or be designed not to cause excessive chafing or bruising.
- Be small, light, and not restrictive and can be attached to the enrollee in a manner that will not impede normal activities or work.
 - It shall attach around the ankle of the enrollee and weigh no more than eight (8) ounces inclusive of all clips, straps, case with all batteries, etc. as required for a fully functioning GPS device installed on an enrollee.
- Not be removed to report monitoring data or charge the battery.
- Attach around the enrollee's ankle with a disposable, tamper-resistant strap designed for one-time use.
- Tested to standard IEC60529, submersible in water for a minimum of 30 minutes and to a specification for depth declared in excess of 50 feet. The GPS device must continue to operate after submersion.
- Be shockproof and detect intentional abuse of the device.
- Be marked with model/serial identification numbers that will not change colors or lose labeling after being exposed to common cleaning products.
- Possess non-erasable and program identification.

ii. GPS TRACKING REQUIREMENTS

At a minimum, the GPS device must/shall:

- Be equipped with a reliable secondary location technology to determine the enrollee's current location.
- Track an enrollee 24 hours per day, 365 days per year and shall be able to confirm the date, time, and location of the tracking event.
- Be configured at a service level that collects a tracking point at least once every minute, regardless of violation status or enrollee compliance.
- Report in to the Contractor's Central Monitoring System at least every ten (10) minutes and immediately report all violations to the central computer database.
- Collect GPS data every 15 seconds at the request of the County or when in violation.
- Have location map data that must update every 30 seconds at the request of the County during active location investigations without further County request until investigation is concluded.
- Be remotely contacted to force the GPS device to instantly locate and call back with its data immediately.
- Acquire GPS within two (2) minutes when placed in an outdoor environment.

iii. EQUIPMENT COMMUNICATION REQUIREMENTS

At a minimum, the GPS device must/shall:

- Have communication to and from the device that is encrypted.

- Be available on multiple cellular carriers, allowing for overall coverage throughout the Agency's jurisdiction.
- Be equipped with Multi-Network Roaming capabilities that communicate with the Contractor's Central Monitoring System.
- Have the option of communicating with a landline-based receiver to upload location and alert information to the Contractor's Central Monitoring System for areas not covered by cellular networks without removing the device from the enrollee.
- Incorporate non-volatile memory that is capable of storing at least ten (10) days of data (with date and time of occurrence) at a collection rate of one (1) point per minute, in the event cellular communication between the GPS device Central Monitoring System application or database experiences a disruption.
 - The GPS device shall be capable of retaining unreported events and report them once power/cellular networks have been restored, including date and time of occurrence.

iv. BATTERY REQUIREMENTS

At a minimum, the GPS device must/shall:

- Re-charge the battery to a maximum capacity (100% charge) in two (2) hours or less.
- Send a signal indicating a low device battery condition exists, a minimum of eight (8) hours prior to battery failure.
- Be equipped with an electronic charger unit that uses a wall electrical outlet power source (alternating current) with a charging cord of a minimum of six (6) feet long and a separate vehicle charger (direct current) source to recharge the battery.
- When the battery is charging, the GPS device shall continue to operate collecting GPS data and communicating over the cellular network.
- Also, at a minimum the GPS device battery must/shall:
 - Power the GPS device for at least 48 hours on a single charge from a non-removable battery, while receiving one GPS location point per minute and reporting into the Contractor's Central Monitoring System at least once every ten (10) minutes.
 - Hold a single charge for a minimum of 48 hours while, performing one (1) minute GPS acquisitions and downloading data to the Contractor's Central Monitoring System at least once every ten (10) minutes without additional accessories.
 - Be permanently sealed within the GPS device case and non-removable.
 - Guarantee an operational life cycle of not less than twelve (12) months.

v. ALERT/NOTIFICATIONS REQUIREMENTS

At a minimum, the GPS device must/shall:

- Have an alert feature for the County's agent to contact the enrollee.
- Immediately report all violations to the Contractor's Central Monitoring System, using nationwide cellular networks.
- Immediately notify the Contractor's Central Monitoring System of any case tamper, strap tamper attempt or removal from an enrollee's ankle.
- Communicate to the enrollee by vibration/tone of the GPS device for low battery alerts.
- Store up to 150 zones onboard the device so that zone violations can be immediately reported regardless of the call-in frequency.
- Store all zone information in its built-in memory allowing it to immediately determine if the enrollee violated a zone, without assistance of the Central Monitoring System.
- Detect and record an alert with immediate notification for strap tampers, removal tamper, loss of communication, no GPS, low battery, and critical/shutdown battery.

- Detect and record an alert with immediate notification for inclusion/exclusion zone violations.
- Detect and record an alert with an immediate notification to detect GPS shielding.
- Detect and record an alert with an immediate notification to detect interference and/or jamming of the cellular and/or GPS signal.

vi. STRAP REQUIREMENTS

At a minimum, the GPS device must/shall:

- Have straps that are disposable, designed for one-time use and be designed so that if an enrollee cuts, severs or otherwise compromises the integrity of the strap, an alert is generated.
- Have straps with exterior surfaces made of hypoallergenic materials and be adjustable in length to fit all enrollees.
 - All straps designed to attach equipment to an enrollee shall have the capability to be securely sized and attached to an enrollee. If straps are pre-sized, they shall be immediately available in one-half inch increments or less.
- Be designed that upon installation, items including, but not limited to, clips, snaps, pins, and/or connectors, will breakaway and become unusable if the device/strap is removed by the enrollee to prevent damage to the device or enrollee.

vii. ADDITIONAL ACCESSORY REQUIREMENTS

At a minimum, the GPS device must be able to utilize additional accessories (beacons, etc.) for enhanced location verification while in defined impaired environments (inside home or buildings). The Contractor must provide optional auxiliary equipment to extend the GPS device monitoring capability in impaired environments, including the option of landline communication. The Accessory must/shall:

- Detect when it has been moved and shall communicate an alert of this movement through the GPS device.
- Utilize a dedicated wall electrical outlet (alternating current) for its power source.
- Detect and report events related to disconnect and reconnect of electrical power and/or telephone landline.
- In the event of power disconnect or commercial outage, have a minimum of 48 hours internal, auto-recharging back-up battery to support completed and continued functionality including, but not limited to detecting and reporting information.
- Be field replaceable and interchangeable without the need to return to the Contactor.
- Be available to accommodate telephone landline and cellular network reporting (for enrollees without home telephone lines).
 - Different accessory models may be used for telephone landline and cellular communication.
- Detect when the accessory case has been compromised.

viii. INSTALLATION REQUIREMENTS

At a minimum, the GPS device shall come with an installation kit containing all equipment to install, activate, or deactivate the GPS device, including an easy to understand user guide. The GPS device shall be easy to install in less than five (5) minutes without special tools or extensive training.

b. RADIO FREQUENCY (RF) MONITORING DEVICE

i. GENERAL RF MONITORING DEVICE REQUIREMENTS

At a minimum, the Contractor's RF device must/shall:

- Be a single body worn device.
- Be manufactured to allow for repeated proper sanitization.
 - The Contractor shall provide instructions to sanitize the RF Device, including recommended cleaning agents and methods.
- Not be available as an open market item, to include accessories.
- Meet the highest levels of ruggedness, durability, and performance.
- Be the latest version that has proven reliable technology from the manufacturer within the past 24 months.
- Meet market safety standards and present no health or safety hazards to staff and/or enrollees.
- Not pose a safety hazard nor unduly restrict the enrollee's activities.
- Be enclosed in a sealed hypoallergenic case that is resistant to shock, water, corrosion, chemical solvents, and detergents and function reliably under normal atmospheric environmental conditions.
- Not have any sharp edges or be designed not to cause excessive chafing or bruising.
- Be small, light, and not restrictive and can be attached to the enrollee in a manner that will not impede normal activities or work.
 - It shall attach around the ankle of the enrollee and weigh no more than four (4) ounces inclusive of all clips, straps, case with all batteries, etc. as required for a fully functioning RF device installed on an enrollee.
- Not be removed to report monitoring data or charge the battery.
- Attach around the enrollee's ankle with a disposable, tamper-resistant strap designed for one-time use.
- Tested to standard IEC60529, submersible in water for a minimum of 30 minutes and to a specification for depth declared in excess of 50 feet. The RF device must continue to operate after submersion.
- Be shockproof and detect intentional abuse of the device.
- Be marked with model/serial identification numbers that will not change colors or lose labeling after being exposed to common cleaning products.
- Possess non-erasable and program identification.

ii. RF TRACKING REQUIREMENTS

At a minimum, the Contractor's RF device must/shall:

- Detect and record, with date and time stamp, at a minimum:
 - Noncompliance with predetermined curfews,
 - Tampering with the transmitter or any of its components,
 - Detection of low power or battery malfunction conditions in the transmitter; and
 - Detection of operating malfunctions in the transmitter.

iii. EQUIPMENT COMMUNICATION REQUIREMENTS

At a minimum, the Contractor's RF device must/shall:

- Have communication to and from the accessory receiver that is encrypted.
- Communicate with a landline-based or cellular receiver to upload location and alert information to the Contractor's Central Monitoring System without removing the device from the enrollee.

iv. BATTERY REQUIREMENTS

At a minimum, the Contractor's RF device must/shall:

- Send a signal indicating a low device battery condition exists, a minimum of 30 days prior to battery failure.
- Be permanently sealed within the GPS device case and non-removable.
- Guarantee an operational life cycle of not less than 24 months.

v. ALERT/NOTIFICATION REQUIREMENTS

At a minimum, the Contractor's RF accessory or beacon must/shall:

- Have an alert feature for the agent to contact the enrollee.
- Immediately report all violations to the Contractor's Central Monitoring System, using landline telephone or nationwide cellular networks with alert notifications sent via phone, text message, or electronic mail immediately, but not more than ten (10) minutes, following host receipt of an alert event notification.
- Provide real-time and batch notification(s) to assigned County staff for the following alerts:
 - Noncompliance with predetermined curfews,
 - Tampering with the transmitter, receiver, or any of their components,
 - Failure of the receiver to report at predetermined times,
 - Loss and/or restoration of telecommunications,
 - Loss and/or restoration of Alternating Current (AC) power,
 - Detection of low power or battery malfunction conditions in the transmitter or receiver;
 - Movement of the receiver to an unauthorized telephone line or location, and
 - Detection of operating malfunctions in the receiver or transmitter.

vi. STRAP REQUIREMENTS

At a minimum, the Contractor's RF device must/shall:

- Have straps that are disposable, designed for one-time use, and be designed so that if an enrollee cuts, severs or otherwise compromises the integrity of the strap, an alert is generated.
- Have straps with exterior surfaces made of hypoallergenic materials and be adjustable in length to fit all enrollees.
 - All straps designed to attach equipment to an enrollee shall have the capability to be securely sized and attached to an enrollee. If straps are pre-sized, they shall be immediately available in one-half inch increments or less.
- Be designed that upon installation, items including, but not limited to, clips, snaps, pins, and/or connectors, will breakaway and become unusable if the device/strap is removed by the enrollee to prevent damage to the device or enrollee.

vii. ADDITIONAL ACCESSORY REQUIREMENTS

At a minimum, the RF device must include additional accessories (beacons, etc.) that include enhanced location verification. The Contractor must provide the auxiliary equipment to extend the RF device monitoring capability to support curfew monitoring and include both landline and cellular communication. The Contractor's Accessory must/shall:

- Be easily installed at a location to be specified by the County and not require any permanent mounting.
- Have the ability to be paired with any transmitter via remote programming.
- Include an audible alarm and a Light Emitting Diode "LED" indicator that can be enabled to alert the client when they are going out of range.
- Be available to accommodate telephone landline and cellular network reporting (for enrollees without home telephone lines).

- Utilize a dedicated wall electrical outlet (alternating current) for its power source.
- Detect and report events related to disconnect and reconnect of electrical power and/or telephone landline.
- Be adjustable in range, at a minimum, from approximately fifty (50) feet to approximately 300 feet.
- Have the ability to process a minimum of seven (7) curfews, meaning seven (7) leaves and seven (7) returns, per participant per day.
- Detect when the accessory case has been compromised.
- Detect when it has been moved and shall communicate an alert of this movement.
- Date and time stamp all events to indicate the actual time of occurrence.
- Perform internal diagnostics to determine whether it is operating properly. Receiver shall report diagnostic results to the host.
- Have the ability to store in memory at least fifty (50) messages during interruption of telephone service and/or loss of communication with the host.
- Be field replaceable and interchangeable without the need to return to the Contactor.

viii. INSTALLATION REQUIREMENTS

At a minimum, the RF device shall come with an installation kit containing all equipment to install, activate, or deactivate the RF device, including an easy to understand user guide. The RF device shall be easy to install in less than five (5) minutes without special tools or extensive training.

c. CRIME SCENE CORRELATION MAPPING ANALYSIS REQUIREMENTS

The Contractor's Central Monitoring System shall have a crime scene correlation mapping component that correlates crime and incident report data, collected from local law enforcement agency stakeholders, and correlates the crime data with the GPS tracking data of County enrollees. The Contractor's crime scene mapping must/shall:

- Generate standard reports each regularly scheduled workday and in accordance with County policy.
- Be available on a near "real time" notification/access basis, should an emergency need arise to access a noncompliant GPS tracked enrollee violator.
- Identify when one or more enrollees on GPS tracking was in the vicinity of a crime including, but not limited to, the ability to provide simultaneous locations for all enrollees assigned to GPS tracking in relation to the location, date and time of the crime, whether or not enrollees were in their respective inclusion zones, were entering into or in exclusionary zones, the enrollee's time in the respective areas, and the speed and direction of the enrollee's travel.
- Map easily and navigate both forward and backwards for an accurate depiction of an enrollee's position relative to criminal activity, including an enrollee's time in each area and speed and direction of travel, to allow for rapid investigative crime analysis.

d. ANALYTICS REQUIREMENT- POINT PATTERN ANALYSIS

At a minimum, the Contractor's software system must/shall:

- Analyze locations frequented by enrollees in durations of time determined by the County (geocode batching). This shall include places previously visited, as well as the ability to immediately identify new locations.
- Identify patterns of activity for individual offenders, including stop analysis and association/congregation monitoring.

- Quickly identify “locations visited” by the enrollee and identify travel patterns and have the analytical ability to distinguish between clusters of data points where an enrollee stayed for an extended period of time and data points in which the enrollee was in motion.
- Analyze data points, have an algorithm that identifies a congregation of points on the map (“visits”), and still have the capability to display travel patterns of enrollees.
 - The locations visited shall have the ability to reflect as one location and the aggregate of all points which fall within predetermined parameters for quick reviewing, provided that the detail of all points can still be accessed (displayed on the map) if desired by the agent.
- Analyze locations frequented by an enrollee to identify places previously visited as well as new locations.

e. MOBILE OPTIONS

i. ENROLLEE APPLICATION

At a minimum, the Contractor's enrollee application must/shall:

- Be available for a smart phone, with either Android or iOS options.
- Allow an enrollee to update their photo (upon approval).
- Allow an enrollee to request a schedule change.
- Allow an agent to request a random check-in and record GPS location points.

ii. AGENT APPLICATION

At a minimum, the Contractor's agent application must/shall:

- Be available for a tablet or smart phone, with either Android or iOS options.
- Allow an agent to enroll/unenroll clients, installs and remove devices, confirm and close events, update enrollee photographs, and add notes to the enrollee's record.
- Allow an agent to review device status, including battery condition.
- Interact/synchronize with the Contractor's software application.
- Allow an agent to review surrounding crime data and compare with enrollee location.

4. ELECTRONIC MONITORING SOLUTION | INVENTORY REQUIREMENTS

At a minimum, the Contractor shall continually provide and maintain a backup/replacement inventory equal to, or exceeding, twenty percent (20%) of the actual number of devices in use. The County shall not pay the Contractor any inventory fee, storage fee, installation equipment fee or any other fee related to inventory of devices and equipment.

5. ELECTRONIC MONITORING SOLUTION | MONITORING CENTER FACILITY REQUIREMENTS

At a minimum, the Contractor's Monitoring Center Facility shall:

- Provide an in-house, secure confidential monitoring service center and help-desk facility.
- Operated by the Contractor within the U.S. and shall not be subcontracted out to a third-party vendor (includes all components of the monitoring center and help-desk facility).
- Have physical security features that, at a minimum, include a closed-circuit camera system and limited doorway access.
- Maintain redundant inbound and outbound communication services, provided by distinct carriers and/or methods, such that the failure of the primary service or method shall not adversely affect the secondary (backup) service or method.
- Perform complete support of all interface hardware and software equipment (within the monitoring center) necessary to ensure provisions of the services for the duration of the Agreement.

- Provide the Agency a contact phone number, accessible 24 hours per day, 365 days per year, for the purpose of reporting problems that might be experienced. In the event any component of the monitoring service becomes inoperable, the Contractor shall immediately notify the Agency Administrator or designee by telephone, but no later than thirty (30) minutes after service failure.
- Be fully operational and staffed adequately to support the operations of this Agreement, 24 hours per day, 365 days per year, with highly skilled technicians. The Contractor shall maintain professional, highly trained, qualified staff to monitor and operate the monitoring center equipment.
- Provide appropriate training for all staff working in the monitoring center to ensure they have sufficient knowledge of the monitoring system and ability to effectively respond to questions.

6. ELECTRONIC MONITORING SOLUTION | MONITORING CENTER SERVICE REQUIREMENTS

At a minimum, the Contractor's Monitoring Service Center shall:

- Provide a staffed communication system utilizing an 800-telephone number, an 800-number fax, and email access that is available 24-hours per day, 365 days per year, to provide the County technical, analysis, and application assistance.
- Provide for client enrollments and scheduling via direct telephone request (password accessible) when a County staff (the agent) does not have immediate access to an internet connection.
- Activate or deactivate GPS Device tracking services for an enrollee within 30 minutes after receipt of request by telephone or e-mail notification from the County staff (the agent).
- Maintain accurate and concise historical logs of all telephone calls, text messages, and emails attempted and completed, including date, time, and the associated incident. The Contractor shall make these logs available to the County upon request.
- Provide initial notification via telephone, cellular telephone, text message, and email, 24 hours per day, 365 days per year, to designated County staff when an alert notification is generated.
- Include the capability to administer a telephone call by a live staff person in the monitoring center, in response to designated alert notifications.
- Provide the capability for every human voice call in and out of the system to be recorded with a transaction record that indicates the called number or calling number, length and result of the call. This information shall be made available to the County or designee at County's request.

7. ELECTRONIC MONITORING SOLUTION | DATA CENTER REQUIREMENTS

At a minimum, the Contractor's Data Center must/shall:

- Have the ability to store offender location and alert information in a redundant and secure method.
- Have physical and biometric security features.
- Maintain logged entry and history of all individuals entering and leaving the facility.
- Provide and make available through the Contractor video surveillance of the secured area housing central information database.
- Have ventilation and temperature control adequate to ensure proper functions of the central information data base hardware.
- Have an uninterruptible power supply.
- Be power grade independent.
- Have redundant data centers at least 500 miles apart.

- Test back-up systems, once per year, in redundant data centers with a controlled switch over of all services thru the primary data center. The system shall provide for 100% redundancy to avoid unnecessarily excessive downtime due to hardware or software issues. In the event of data disruption, the secondary data center must be activated within 60 minutes of initial system failure.
- Provide connectivity to the internet via two or more independent internet services providers.

8. ELECTRONIC MONITORING SOLUTION | DATA ACCESS REQUIREMENTS

At a minimum, the Contractor must/shall:

- Maintain unaltered recorded data of offender location information and violations that is accessible in its original form and subject for utilization as physical evidence for prosecution.
- Provide an affidavit and/or expert witness testimony for prosecution of violations based on GPS data in court proceedings, or any other proceeding as needed, at no additional cost to the County.
- Protect computerized records from unauthorized access and with appropriate safeguards and only allow access to records to County staff directly responsible for monitoring electronic monitoring operations.
- Provide a written policy stating no electronic monitoring system data shall be released to any other entity without a legal court subpoena and subsequent approval from the County.
- Not release or reveal any electronic monitoring data, program information, operation protocols, implementation plans, training material, reports, publications, updates, and/or statistical data related to County electronic monitoring to any entity, including non-County personnel, without prior written approval from the County.

9. ELECTRONIC MONITORING SOLUTION | DATA STORAGE REQUIREMENTS

At a minimum, the Contractor shall agree:

- All records (automated or hard copy files) remain the property of the County and shall be returned to the County within 30 days, in the event the Agreement is canceled or terminated.
- To provide, upon request from the County, the most up-to-date complete copy of the Contractor's Central Monitoring System database, including historical data, the data dictionary, file layouts, code tables, code values, data relationships, keys, and indices, etc., in a format to be determined by the County.
- To provide all available current and historical data for reporting in a standard transaction file format.
- All current and historical data files shall be retained for a minimum of seven (7) years by the Contractor and this information shall be available at no charge to the County after termination of the Agreement.
- Prior to destruction, to submit written policies and procedures for removal, storage, and destruction of documents to the County, for review and approval. All documents being considered for destruction shall be listed prior to removal and submitted to the County for approval.

10. ELECTRONIC MONITORING SOLUTION | TRAINING REQUIREMENTS

At a minimum, the Contractor's Training Program must/shall:

- Develop and provide on-site training for County staff on the operational use of the system and the use of all associated equipment and services. Additional on-site training for County staff shall occur within 48 hours of the request.
- Provide all materials and equipment currently being utilized to perform each training.

- Provide 40 hours of appropriate training for all Contractor staff prior to them working in the monitoring center, to ensure that they have sufficient knowledge regarding the system and the ability to effectively respond to questions and fully utilize the system and equipment.
- Provide quality improvement training to Contractor staff and conduct quarterly quality assurance activities to ensure the data entered in the system is accurate.

11. ELECTRONIC MONITORING SOLUTION | EXPERT WITNESS REQUIREMENTS

The Contractor acknowledges that services performed under this Agreement are for criminal justice clients on legal supervision and as such, the Contractor may receive written/verbal requests or legal subpoenas from the County and/or other judicial entities to provide testimony regarding monitoring equipment, system specifications, and functioning, including the accuracy and reliability of reports/results. The Contractor shall make available, qualified personnel to provide testimony as requested or subpoenaed. The Contractor shall ensure that qualified personnel are available to provide such expert testimony and that those personnel respond timely and/or appear as stipulated in the request and/or subpoena. The Contractor shall immediately notify the County upon receipt of any subpoena involving or affecting the County.

12. ELECTRONIC MONITORING SOLUTION | AUDIT RECORDS

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Agreement for a period of seven (7) years after the termination of the Agreement.

The Contractor shall maintain complete and accurate record-keeping and documentation as required by County and the terms of the Agreement. Copies of all records and documents shall be made available for County upon request.

All invoices and documentation must be clear and legible for audit purposes. All documents utilized for invoicing must be retained by the Contractor and accessible to County, upon request.

The Contractor shall advise County of the location of all records pertaining to this Agreement and shall notify County by certified mail within ten (10) days, if/when the records are moved to a new location.

Any records not available at the time of an audit will be deemed unavailable for audit purposes.

All documents must be retained by the Contractor for a period of seven (7) years following termination of the Agreement. If an audit has been initiated and audit findings have not been resolved at the end of seven (7) years, records shall be retained until resolution of audit findings. The Contractor shall cooperate with the County to facilitate duplication and transfer of said records or documents during the required retention period.

13. ELECTRONIC MONITORING SOLUTION | CONFIDENTIALITY

Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal laws governing the safeguard of information. All material and information, regardless of form, medium, or method of communication that is provided to the Contractor by the County or acquired by the Contractor on behalf of the County shall be regarded as confidential information in accordance with the provisions of applicable state and federal laws, state and federal rules and regulations, departmental policy, and ethical standards.

To the extent permitted by law, confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information, in conformance with applicable state and federal laws, state and federal rules and regulations, County policy, and ethical standards.

The Contractor shall conduct criminal background checks for security purposes on all employees designated as electronic monitoring and tracking Contractor staff. The results of the background checks shall be available for review by the County. County reserves the right to approve/disapprove, in advance, all required personnel assigned to the Agreement.

14. QUALITY ASSURANCE PROGRAM

The Contractor shall have a formal quality assurance/quality control program in place that demonstrates that internal review and quality control processes are implemented and routine internal evaluations are conducted to ensure the quality of the system equipment and services in compliance with the terms and conditions of this Agreement.

15. WARRANTY

- The Contractor must expressly warrant all hardware and software provided as a part of the electronic monitoring system to be properly functioning and compliant with the terms of the Agreement.
- All warranty services shall be provided free-of-charge to the County.
- The County shall not compensate the Contractor for travel or shipping expenses related to the provision of warranty services.
- The Contractor will be the initial contact point for all warranty notifications and support requests, regardless of the perceived source of the problem.

16. CONTRACT TERM

The initial contract/agreement period will be for two (2) years; (March 23, 2021 through March 22, 2023) with an option to mutually agree to extend services for up to an additional two (2) years. Any changes to service levels will be mutually agreed upon in writing by all parties before any extension is authorized.

- C. **PROJECT TARGET DATES:** The following projected timetable should be used as a working guide for planning purposes. The County reserves the right to adjust this timetable as required during the course of the ITB process:

<u>Event</u>	<u>Date</u>
Pre-Bid Facility Tour	02/11/2021 at 10:00am. CST
Proposals Due CST	02/25/2021 by 4:00 p.m.
Opening of Proposals	02/26/2021 at 10:30 a.m.

D. ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS: By signing its bid, Bidder acknowledges that it has read and understands the insurance requirements for the bid. Bidder also understands that the evidence of required insurance must be submitted within fifteen (15) working days following notification of its offer being accepted; otherwise, the County may rescind its acceptance of the bid. The insurance requirements are contained in the "GENERAL TERMS AND CONDITIONS BIDDER MUST AGREE TO INCORPORATE INTO FINAL CONTRACT DOCUMENTS" below.

E. RECYCLE POLICY: Kendall County encourages all bidders to recycle and consider their impact upon the environment.

F. TAX EXEMPT STATUS: Kendall County is exempt from federal excise and transportation taxes. Kendall County is also exempt from payment of Illinois Sales Tax. TAX EXEMPTION IDENTIFICATION NUMBER: E9995-9003. The County agrees to notify Bidder promptly in the event of a change in its tax-exempt status.

G. SELECTION CRITERIA: The County intends to award this contract in whole to the lowest responsible bidder that is in compliance with all specifications, terms and conditions contained herein. The bidder shall have specific experience supplying similar products or services, on a satisfactory basis, to other customers with a similar volume. In determining the lowest responsible bidder, the County shall take into consideration the qualities of the services/articles supplied; their conformity with the specifications; their suitability to the requirements of the County, availability of support services; uniqueness of the service, materials, equipment, or supplies as it applies to networked, integrated computer systems; compatibility to existing equipment; and the delivery terms. The County may request additional information from all bidders and further evaluate the selection criteria.

An interview may be conducted during the selection process. Discussions may be conducted with the responsible bidders who submitted proposals determined to be reasonably susceptible of being selected for award, for the purpose of clarification to ensure there is full understanding and responsiveness to the solicitation requirements.

The County reserves the right to reject any or all proposals, waive any or all irregularities, and select the bid which is in the best interest of the County. The County retains the authority to eliminate any service features that are deemed too costly or unnecessary. The County may seek clarification from a bidder at any time and failure to respond promptly is cause for rejection.

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

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

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

1. Address and description of bidder's plant (if any) and place of business.
2. Name and/or Articles of co-partnership of incorporation.
3. Itemized list of equipment available for use on the bidder's awarded project.
4. Statement regarding any past, present, or pending litigation.
5. Such additional information as may be required that will satisfy the County that the Bidder is adequately prepared in technical experience, or otherwise to fulfill the contract.
6. Documents to ensure that the bidder is in compliance with all applicable state and federal legal requirements to perform the contracted services for the County.

I. DISQUALIFICATION OF BIDDERS: Any of the following may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid(s):

1. Evidence of collusion among bidders.
2. Lack of responsibility as revealed by either financial or technical experience statements, as submitted.
3. Lack of expertise and poor workmanship as shown by performance history.
4. Uncompleted work under other contracts that in the judgment of the County might hinder or prevent the prompt completion of additional work is awarded.
5. Being in arrears on existing contracts, in litigation with the County, or having defaulted on a previous contract.

J. INVESTIGATION OF BIDDERS: The County will make such investigations as are necessary to determine the ability of the bidder to fulfill bid requirements. The bidder shall furnish such information as may be requested and shall be prepared to show completed installations of equipment, service and services similar to that included in this bid. It shall be at the sole discretion of the County to reject any bid if it is determined the bidder does not fully demonstrate its ability to carry out the obligations of the contract.

K. COMMENCEMENT OF WORK: The successful Bidder must not commence any billable work prior to the County's execution of the contract (purchase order issuance) or until any required documents have been submitted. Work done prior to these circumstances shall be at the Bidder's risk.

L. CHANGE IN OWNERSHIP/FINANCIAL VIABILITY STATUS: The bidder shall notify Kendall County and/or the Kendall County Sheriff's Office immediately of any change in its status resulting from any of the following:

1. bidder is acquired by another party;
2. bidder becomes insolvent;
3. bidder, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act;
4. bidder ceases to conduct its operations in normal course of business.

The County shall have the option to terminate its contract with the bidder immediately on written notice based on any such change in status.

ATTACHMENT C - GENERAL TERMS AND CONDITIONS BIDDER MUST AGREE TO INCORPORATE INTO FINAL CONTRACT DOCUMENTS

When submitting their bid, the bidder agrees that, if they are found to be the lowest responsible bidder, they will agree to enter into a contract with the County that includes, at a minimum, the following general terms and conditions:

- a. **Compliance with State and Federal Laws**: Bidder agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
 - b. **Equal Opportunity/Non-Discrimination**: Bidder, its subcontractors (if any) and their officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
 - c. **Payment**: Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 *et seq.*). The County reserves the right to reject any portion of the invoice that is outside the scope of the approved project work or outside the scope of any additional approved work.
 - d. **Entire Agreement**: The final contract must agree to include and incorporates by reference all terms and conditions set forth in the "General Terms and Conditions Bidder Must Agree to Incorporate into Final Contract Documents" as set forth in the ITB, as well as any and all other conditions, specifications, requirements, and attachments to the subject ITB, all of which are collectively referred to as the "Agreement". The Agreement shall represent the entire Agreement between the parties and there shall be no other promises or conditions in any other agreement whether oral or written. The Agreement shall supersede any prior written and oral agreements between the parties and may not be modified except in writing acknowledged by both parties.
 - e. **Notice**: Any notice required or permitted to be given pursuant to the Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the County, Attention Commander Russo, Kendall County Sheriff's Office, 1102 Cornell Lane, Yorkville, IL 60560, fax (630) 553-1972, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Bidder, to:
-
- f. **Choice of Law and Venue**: The Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
 - g. **Non-Appropriation**: In the event the County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement

during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Bidder. In the event of a default due to non-appropriation of funds, Bidder and/or the County has the right to terminate the Agreement upon providing thirty (30) days written notice to Bidder. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

- h. **Termination:** The Agreement shall be effective from March 23, 2021 through March 22, 2023 or as terminated early by either party pursuant to this section of the Agreement, whichever occurs first. Bidder may terminate the Agreement early by providing one hundred eighty (180) calendar days written notification to the County. The County reserves the right to terminate the Agreement, or any part of the Agreement, early upon forty-five (45) calendar days written notice to the Bidder. In case of such early termination, the Bidder shall be entitled to receive payment from the County for work completed prior to the termination date in accordance with the terms and conditions of the Agreement. Upon receipt of an early termination notice, the Bidder shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with termination of services. The County shall not be liable for those costs and expenses resulting from the Bidder's failure to mitigate such losses. Further, the County shall not be responsible for salaries, overhead and fees accrued after the Agreement's termination. The County shall not be liable for any other additional payments, penalties and/or early termination charges.
- i. **Warranties:** All services to be undertaken by Bidder shall be carried out by competent and properly trained personnel of Bidder to the highest standards and to the satisfaction of the County. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.
- j. **Assignment:** Neither party shall assign, sublet, sell, or transfer its interest in the Agreement without the prior written consent of the other.
- k. **Force Majeure:** Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.
- l. **Insurance:** Bidder will obtain and continue in force, during the term of the Agreement, all insurance as set forth below. All coverage shall be placed with insurers authorized to conduct business in Illinois with a current A.M. Best's rating of no less than A: VII. Each insurance policy shall not be cancelled or changed without thirty (30) calendar days prior written notice, given by the insurance carrier to the County at the address set forth herein.

Minimum Scope and Limit of Insurance. All coverage shall be at least as broad as the following:

- a. **Commercial General Liability ("CGL"):** Insurance Services Office Form CG 00 01 covering CGL on an

“occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be \$2,000,000.

b. Umbrella/Excess Liability: Limits of liability equal to or greater than \$5,000,000 per occurrence and \$5,000,000 in aggregate.

c. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Vendor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

d. Workers’ Compensation Insurance: Insurance as required by the State of Illinois, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (Not required if company provides written verification it has no employees.)

e. Professional Liability (Errors and Omissions) Insurance: Professional insurance appropriate to Bidder’s profession, with limit no less than \$2,000,000 per occurrence or claim and \$2,000,000 aggregate.

If Bidder maintains broader coverage and/or higher limits than the minimums shown above, the County shall be entitled to the broader coverage and/or the higher limits maintained by the Bidder. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County. The County and its, past, present, and future its officers, elected officials, employees, agents, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Bidder including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Bidder’s insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used). For any claims related to the Agreement, the Bidder’s insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the County, its past present and future officers, elected officials, employees, agents, and volunteers. Any insurance maintained by the County, its past, present and future officers, elected officials, employees, agents and/or volunteers shall be excess of the Bidder’s insurance and shall not contribute with it.

Bidder hereby grants to the County and its, past, present, and future officers, elected officials, employees, agents, and volunteers a waiver of any right to subrogation which any insurer of said Bidder may acquire against the County by virtue of the payment of any loss under such insurance. Bidder agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-insured retentions must be declared to and approved by the County. The County may require the Bidder to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the County.

If any of the required policies provide coverage on a claims-made basis, (1) the Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work, (2) insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work, and (3) if coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Bidder must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.

Bidder shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to the County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Bidder’s obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors: Bidder shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Bidder shall ensure that the County is an additional insured on insurance required from subcontractors.

The County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

- m. **Indemnification:** Bidder shall indemnify, hold harmless and defend with counsel of the County's own choosing, the County and their past, present and future elected officials, officers, employees, insurers and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from the performance of the Agreement by Bidder or those Claims are due to any act or omission, neglect, willful acts, errors or misconduct of Bidder in its performance under the Agreement. Nothing contained herein shall be construed as prohibiting the County, and their past, present and future elected officials, officers, insurers, agents, and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the County, under this paragraph, must first be approved by the Kendall County State's Attorney and appointed as a Special Assistant State's Attorney. The County's participation in its defense shall not remove Bidder's duty to indemnify, defend, and hold the County harmless, as set forth above.

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

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

assigned to perform work on or at the County's facilities absent prior written consent from the Kendall County Sheriff or his designee. The Kendall County Sheriff, at any time, for any reason and in the Kendall County Sheriff's sole discretion, may require Bidder and/or Bidder's consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

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

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

Education Act & "Right to Know" law, 820 ILCS 255/1 *et seq.*, 820 ILCS 220/0.01 *et seq.* and 820 ILCS 225/0.1 *et seq.*

- v. **Confidentiality**: It is understood and agreed to by Bidder that all contracts entered into by a government body, such as the County are open to public review and as such will be on file with the Kendall County Clerk's office and may be released pursuant to the Illinois Freedom of Information Act (5 ILCS 140, *et seq.*).
- w. **OSHA**: The Bidder and any subcontractors shall comply with all the provisions of the Federal Occupational Safety and Health Act of 1970 (84 Stat. 1590), as amended.
- x. **Authority to Execute Agreement**: The County and Bidder each hereby warrant and represent that their respective signatures set forth in the Agreement have been and are on the date of the executed Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute the Agreement.
- y. **Counterparts**: The Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.
- z. **Remedies**: In any action with respect to the Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to the Agreement, shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of the Agreement. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

ATTACHMENT D - BID FORM

INVITATION TO BID FOR "Electronic Monitoring Equipment and Services Contract"

Opening of Proposals: February 26th, 2020 at 10:30 A.M. C.S.T.

BID SUBMITTED BY: _____

Address: _____

Phone: _____

BID PRICE

GPS (per day/per device)	\$	_____
Monitoring Center Services (per day/per device)	\$	_____
Training Cost	\$	_____
Insurance Cost (per day/per device)	\$	_____
Misc.	\$	_____

The undersigned hereby agrees to provide the electronic monitoring equipment and services as set forth in the Invitation to Bid Documents for the total bid price of:

TOTAL BID – BASE BID

_____ Dollars
(Written in words)

and _____ cents.
(Written in words)

Signature of Bidder

Printed Name

Title

Date

County of Kendall
Resolution 21 – _____

RESOLUTION RECOMMENDING GOVERNOR PRITZKER VETO HB 3653

WHEREAS, on January 13, 2021, the Illinois General Assembly used the final hours of the 101st General Assembly's lame duck session to pass HB 3653, a criminal justice reform bill ("Bill"); and

WHEREAS, the original version of the Bill, which is over 600 pages, was introduced approximately one week before a vote of the General Assembly and was drafted without meaningful input or support from statewide police and local government organizations; and

WHEREAS, the final version of the Bill, which is approximately 764 pages, was first made available at 3:51 A.M., on January 13, 2021; and

WHEREAS, the Bill was then passed by the Illinois Senate less than an hour later, at 4:49 A.M., by a vote of 32-23 with bi-partisan opposition; and

WHEREAS, later that same day, the Illinois House passed the Bill by a vote of 60-50 with bi-partisan opposition; and

WHEREAS, there was insufficient time provided for legislators and local elected officials to review the Bill and provide valuable feedback prior to its passage; and

WHEREAS, meaningful criminal justice reform requires feedback from all stakeholders after a reasonable amount of time is provided for review; and

WHEREAS, the Kendall County Board believes that the public deserves a government and a legislative process that is transparent, participatory, collaborative, and open.

NOW, THEREFORE, BE IT RESOLVED BY THE KENDALL COUNTY BOARD, that the County of Kendall requests Governor J.B. Pritzker Veto HB 3653; and

BE IT FURTHER RESOLVED; that the County Board directs the County Administrator to transmit suitable copies of this Resolution to the Governor of the State of Illinois, Speaker and Minority Leader of the Illinois State House of Representatives, to the President and Minority Leader of the Illinois State Senate, to all members of the General Assembly representing any portion of Kendall County, and to the Executive Director of Illinois State Association of Counties, United Counties Council of Illinois, and the Illinois Association of County Board Members and Commissioners.

PRESENTED and ADOPTED by the County Board, this [DATE].

Approved:

Attest:

Scott R. Gryder, County Board Chairman

Debbie Gillette, County Clerk and Recorder

To: Joe Moon and Bruce Bialorucki
Illinois Troopers Lodge No. 41

From: Ryan A. Hagerty

Date: January 13, 2021

Re: Summation of HB 3653-Amendment No. 2

12	Qualified Immunity – There are no changes to this section. In fact, a search of that term throughout this bill reveals no changes.
27	Says interest arbitration award may include residency requirements in municipalities with a populations under 100,000. Removes right to bargain over residency requirements in municipalities with populations over 100,000. This used to provide for right to bargain over residency in municipalities under 1,000,000.
33-40	Adds “other first responder” (i.e., fire and emergency medical providers) to the Community-Law Enforcement Partnership for Deflection and Substance Use Disorder Treatment Act. Authorizes “other first responder entities” to establish deflection program and says that programs established by such entities shall also include a law enforcement agency. Adds new criteria for receipt of funding for deflection programs.
40	Provides that law enforcement agencies that receive funding for deflection program services shall now be trained in several different areas of treatment for addiction and drug and substance abuse. Areas of training include following: (a) Neuroscience of Addiction for Law Enforcement; (b) Medication-Assisted Treatment; (c) Criminogenic Risk-Need for Health and Safety; (d) Why Drug Treatment Works?; (e) Eliminating Stigma for People with Substance-Use Disorders and Mental Health; (f) Avoiding Racial Bias in Deflection Program; (g) Promotion Racial and Gender Equity in Deflection; (h) Working With Community Partnerships; and (i) Deflection in Rural Communities.
41-43	General Assembly funding provisions for deflection programs.
44-47	Changes to the Attorney General Act. Provides that no governmental authority shall engage in pattern or practice of conduct by officers that deprives any person of rights, privileges, or immunities secured or protected by federal or state constitutions or laws. Gives AG new cause of action for these violations. Gives AG the right to conduct investigations before filing suit, including right to require LEOs to file sworn statements, right to depose officers, and to issue subpoenas or conduct hearings in aid of investigations. Spells out remedies AG can seek: declaratory and injunctive relief and civil penalties up to 25K per violation or 50K if there have been prior civil rights violations.

47	Requires that conditions of pretrial release be made available to news media when individual is arrested.
49	<u>Complaints not supported by affidavit</u> - Removes requirement from State Police Act to have a complaint supported by a sworn affidavit. Also says that no other legal documentation shall be required to support complaint. Language says “[t]his ban on affidavit requirement shall apply to any collective bargaining agreements entered after the effective date of this provision.” So, it would apply to contracts created after January 1, 2022, not current contracts. Removes requirement that complaints supported by affidavits containing false information be submitted to AG for determination of prosecution. Nothing here to discourage or prevent complainants outside of the ISP from basing complaints on false information.
52-53	Military equipment surplus program provisions – Bans ISP from requesting, receiving, purchasing or using various forms of military equipment (e.g., tracked armored vehicles, weaponized aircraft, firearms of .50 caliber or higher, bayonets, etc.).
53-58	Creates new pretrial data collection requirements and creates board for overseeing the collection of pretrial data. Identifies pretrial data to be collected.
58	Creates Domestic Violations Pretrial Practices Working Group to research and issue report on practices in pretrial domestic violence courts.
59-63	<u>Whistleblower protections in local government setting</u> – prohibits <u>local governments</u> or any agent or representative of local government, “or another employee” from retaliating against an employee or contractor who blows whistle on improper governmental action by units of local government, cooperates with investigation by auditing official, or testifies in proceeding arising out of improper governmental action by unit of local government. Establishes requirements for auditing officials for handling complaints and remedies that may be sought by auditing officials against bad actors (e.g., fines between \$500-\$5,000, suspension without pay, demotion, discharge, civil or criminal prosecution). “Auditing officials” are defined and include units of local government responsible for investigating misconduct complaints and the performance of law enforcement officers. This would likely include police accountability agencies/departments (e.g., Chicago’s COPA). If no departments/agencies exist, then “auditing official” is county state’s attorney. This does not appear to apply to State.
64	Again, provides that conditions of pretrial release must be made available to news media, which is also required at pg. 47 of the bill.
66	<u>Police misconduct records</u> – amends Local Records Act to provide that all public and nonpublic records related to complaints, investigations, and adjudications of police misconduct shall be PERMANENTLY RETAINED and may not be destroyed.
66-68	<u>Mental Health Screens</u> – Amends Illinois Police Training Act to give ILETSB authority to establish statewide minimum standards for mental health screenings for probationary and permanent police officers.
68	Amends Illinois Police Training Act to require that law enforcement agencies notify ILETSB when officer resigns during investigation that is based on commission of any felony or sex offense. Prior to this bill, the notification

	requirement applied only when the officer was being investigated for Class 2 or greater felony.
69	Requires that ILETSB make police misconduct database available to any State's Attorney.
72	Requires that ILETSB make rules imposing new curriculum requirements for probationary police officers re: use of force, de-escalation, officer safety, and high risk traffic stops.
75-77	Creates new minimum training requirements for police officers to satisfy either every three years or annually. New trainings pertain to implicit bias and racial sensitivity, emergency medical response training, crisis intervention, officer wellness and mental health, use of force laws, de-escalation
77	New requirements for certified crisis intervention training developed by ILETSB.
79-88	<u>Body Cameras</u> – Requires that all law enforcement agencies employ use of body cameras. Contains schedule of when this must be implemented by municipalities based on their size. Provides that ISP must implement by January 1, 2025. Do not see a funding provision here. Provides that BWCs may be turned off by officer when worn inside correctional facility. Takes away right of recording officer to access and review recordings prior to completion of incident reports. That will only be permitted by the recording officer's supervisor. Provides that recording officer's assigned FTO may access and review recordings for training purposes, and that any detective or investigator directly involved in investigation of a matter may access and review recordings which pertain to that investigation but may not delete or alter such recording. Does <u>not</u> change the duty to destroy unflagged BWC recordings after 90 days.
89	Changes to Uniform Crime Reporting Act
90	Provides that ISP will participate in and submit use of force information to FBI National Use of Force Database
93	Amends Uniform Crime Reporting Act to requires law enforcement agencies to report to ISP on a monthly basis any incident where officer was dispatched to deal with a person experiencing mental health crisis and to report on use of force, including any action resulting in death or serious bodily injury, any discharge of firearm.
93-95	<u>Amendments to Uniform Peace Officers' Disciplinary Act</u> – <ol style="list-style-type: none"> 1. Removes requirement that if an administrative proceeding is instituted, an officer shall be informed beforehand of names of complainants. 2. Removes requirement that officer under investigation shall be informed in writing of name, rank and unit or command of officer in charge of investigation prior to interrogation. 3. Removes requirement that complaints have sworn affidavits. Also says that no other legal documentation is required to support complaints. Says that this "ban on an affidavit requirement" shall apply to any CBA entered after the effective date of this provision.
95-96	<u>Amendments to the Police and Community Relations Improvement Act</u> – <ol style="list-style-type: none"> 1. New section says that any person may file notice of anonymous complaint with ILETSB regarding any conduct the complainant believes a law enforcement officer committed as described in subsection (b) of Section

	<p>6.3 of Illinois Police Training Act. Says that notwithstanding any provision in a CBA, the ILETSB shall accept notice and investigate complaint.</p> <p>2. Says if ILETSB determines there is objective verifiable evidence to support allegation, it shall complete a sworn affidavit override to comply with Section 3.8(b) of Uniform Peace Officers' Disciplinary Act.</p>
112	<u>Amends Counties Code</u> – Contains same provisions against request, receipt, purchase or use of military equipment by sheriff's departments as those that are in place for ISP. (See above references to pages 52-53). Contains home rule preemption provision and says home rule county may not regulate acquisition of equipment in manner inconsistent with this Section.
114	<u>Amends Municipal Code</u> – Contains same provisions against request, receipt, purchase or use of military equipment by municipalities as those that are in place for ISP and Sheriff's Departments. (See above references to pages 52-53, and 112). Contains home rule preemption provision and says home rule county may not regulate acquisition of equipment in manner inconsistent with this Section.
115-116	Amends Campus Security Enhancement Act to require that conditions of an arrestee's pretrial release be released to news media.
118-123	Amends Illinois Insurance Code to provide that insurer shall not cancel auto insurance policy or exercise right of nonrenewal except when the insured (or other individual who resides in same household who operates automobile under policy) has violated conditions of pretrial release or has had such release revoked. This used to say cancellation was permissible when they forfeit bail, but cash bail is no longer required.
123-	Changes to Illinois Insurance Code and Illinois Gambling Act to account for removal of cash bail. In most instances, they replaced cash bail requirement with pretrial release conditions.
138-141	Amends Sexual Assault Survivors Emergency Treatment Act to eliminate references to Crime Victim Services Division of the Office of the Attorney General, and simply says Office of Attorney General.
146, 148, 169, 170, 174, 186-187	Amends various provisions of Vehicle Code to eliminate references to forfeiture of cash bail and replaces with "violation of conditions of pretrial release." Also eliminates duty to post bond to secure bail. General references to "bail" replaced with "pretrial release" or "conditions of pretrial release".
189	Vehicle Code Change – Provides that as soon as practicable and no later than July 1, 2021, Secretary must rescind the suspension, cancellation or prohibition of renewal of a person's driver's license that has been suspended, canceled, or whose renewal has been prohibited before the effective date of this amendatory act due to the person having failed to pay a fine or penalty for traffic violations, automated traffic violations or abandoned vehicle fees.
202, 213	Vehicle Code Change – Removes option for suspending driver's licenses for failing to pay fines or penalties for 5 or more automated speed enforcement systems or traffic law violations
213	Vehicle Code Change – Notice of <u>automated traffic law violation</u> may no longer advise recipient that he/she could have their driver's license suspended for failure to pay traffic ticket fee/fine.

218	Vehicle Code Change – Removes requirement that municipality or county make a report to Secretary of State whenever owner of vehicle has failed to pay any fine or penalty as a result of a combination of 5 offenses for automated traffic law or speed enforcement system violations.
224-225	Vehicle Code Change – Notice of <u>automated speed enforcement</u> violation may no longer advise recipient that he/she could have their driver's license suspended for failure to <u>pay traffic ticket fee/fine</u> .
227	Vehicle Code Change – Removes requirement that municipality or county make a report to Secretary of State whenever owner of vehicle has failed to pay any fine or penalty as a result of a combination of 5 offenses for automated traffic law or speed enforcement system violations. Same as referenced above at pg. 218.
231-232	Vehicle Code Change – Notice of violations regarding <u>approaching, overtaking or passing of school buses recorded by automated traffic law enforcement systems</u> may no longer advise recipient that he/she could have their driver's license suspended for failure to pay traffic ticket fee/fine.
236	Vehicle Code Change – Removes requirement that municipality or county make a report to Secretary of State whenever owner of vehicle has failed to pay any fine or penalty as a result of a combination of 5 offenses for automated traffic law or speed enforcement system violations. Same as referenced above at pgs. 218 and 227.
240	Vehicle Code Change – Notice of violations generated by <u>automated railroad grade crossing enforcement systems</u> may no longer advise recipient that he/she could have their driver's license suspended for failure to pay traffic ticket fee/fine.
245	Snowmobile Law Changes! – Very important in the world of police reform. Provides that it shall be considered a conviction for purposes of determining whether someone is a first-time offender under the law prohibiting use of snowmobiles while under influence of alcohol or drugs if he/she violates terms of pretrial release.
250	Amends the Attorney Act to account for elimination of cash bail.
252, 264, 270	Amends Juvenile Court Act to account for elimination of cash bail.
273	Amends Criminal Code sentencing provisions by removing reference to bail and replacing with conditions of pretrial release. It is a class 4 felony if, at the time of the offense, the offender conditions of pretrial release. Used to say it was class 4 felony if offender was under conditions of bail.
275	Amends prohibition against resisting or obstructing peace officer, firefighter or correctional institution employee by providing that a person cannot be subject to arrest under this Section unless there is an underlying offense for which the person was initially subject to arrest.
280-281	Amends Criminal Code to discuss violations of conditions of pretrial release. This section formerly discussed what would happen if you forfeited bail.
282	Amends Criminal Code to prohibit false statements in sworn affidavits (among other things) to ensure compliance of another person with the terms of pretrial release or to induce the approval of any conditions of pretrial release. This formerly applied to bondsmen affidavits.

283-284	Use of Force - Amends Criminal Code provisions regarding police officer's use of force and requires consideration of the "totality of the circumstances" when assessing whether to use force. Adds new provision stating that that officer is justified in using force likely to cause death or great bodily harm when he reasonably believes that the person to be arrested cannot be apprehended at a later date, reasonably believes that the person to be arrested is likely to cause great bodily harm to another, and person to be arrested has <u>just committed</u> a forcible felony. It used to provide "has committed a forcible felony."
284	Use of Force - Amends Criminal Code to provide that, where feasible, peace officer shall, prior to use of force, make reasonable efforts to identify himself/herself as peace officer and to warn that deadly force may be used, unless officer has <u>grounds</u> to believe that the person is aware of those facts.
284	Use of Force - Officer shall not use deadly force against person based on danger that person poses to him/herself if reasonable officer would believe the person does not pose imminent threat of death or serious bodily injury to officer or another person.
284	Use of Force - Officers shall not use deadly force against a person suspected of <u>property offenses</u> .
285	Use of Force - Officers shall use deadly force only when necessary in defense of human life. There are other provisions here that direct how the use of force by officers must be evaluated (e.g., shall be evaluated carefully, in light of totality of circumstances, and from perspective of a reasonable officer in same situation, rather than with benefit of hindsight)
286	Use of Force - Law enforcement agencies are encouraged to adopt policies designed to protect individuals with physical, mental health, developmental or intellectual disabilities, who are more likely to experience greater levels of <u>physical force during police interactions</u> .
286	Use of Force - Defines "deadly force." Defines when a threat of death or serious bodily injury is "imminent," and defines "totality of the circumstances."
287-289	Use of Force - Amendments to code provisions dealing with <u>prohibited uses of force by officers</u> - <ol style="list-style-type: none"> 1. Peace officers shall not use restraint above shoulders with risk of asphyxiation in performance of their duties or in order to prevent destruction of evidence. 2. Defines "restraint above shoulders with risk of asphyxiation." 3. Prohibits use of force as punishment or retaliation. 4. Prohibits discharge of kinetic impact projectiles and all other non or less lethal projectiles that targets head, pelvis, or back. 5. Prohibits discharge of firearms or tasers indiscriminately at a crowd. 6. Prohibits use of pepper spray or tear gas prior to issuing order to disperse in manner to ensure order is heard followed by time to allow compliance with order. 7. Prohibits use of deadly force to prevent escape of arrestee from custody. He/she can use force to prevent the escape as he would be justified in using if he were arresting such person.

	<p>8. A guard or other peace officer is justified in use of force that he believes is necessary to prevent escape from penal institution of a person. General assembly struck a provision here which expressly said that guard can use deadly force.</p> <p>9. Deadly force cannot be used to prevent an escape from custody under this Section unless, based on totality of circumstances, it is necessary to prevent death or great bodily harm to himself or other persons.</p>
289	<u>Duty to Render Aid</u> – Addresses duty to perform CPR, duty to take persons to hospitals or to make arrangements for such.
290	<u>Duty to Intervene</u> – Imposes duty on police officers to intervene to prevent or stop another officer from using unauthorized force without regard to chain of command. Intervening officer must report intervention. States further that member of the law enforcement agency shall not discipline or retaliate against officer.
291	<u>Felony Murder Rule</u> – A few changes here, but this is still the law.
306-307	<u>Law Enforcement Misconduct</u> – Makes law enforcement misconduct a class 3 felony. Law enforcement misconduct is committed when officer knowingly and intentionally (1) misrepresents or fails to provide facts describing an incident in any report or during investigations regarding employee’s misconduct; (2) withholds knowledge of misrepresentations of another officer from the officer’s supervisor, investigator or other person who holds the officer accountable; or (3) fails to comply with state law or department policy requiring use of body worn cameras.
307-308	Replaces provisions concerning bail with provisions concerning pretrial release. Says that pretrial release has the meaning ascribed to bail in the Illinois Constitution that is non-monetary. Defines “conditions of pretrial release” as the conditions established by the court.
320	At the initial appearance before a judge in a criminal matter by closed circuit TV or video conference, the conditions of pretrial release (instead of bail) will be set.
326	Qualifies that those arrested and taken without unnecessary delay before the nearest and most accessible judge are for people charged with certain offenses where pre-trial release would be unsafe.
326-327	Law enforcement shall issue citations in lieu of custodial arrests for those accused of traffic and Class B and C criminal misdemeanors, or of petty and business offenses, provided person not a threat to the community or any person or have obvious medical or mental health issues.
327	Permits a person arrested with or without a warrant for an offense or which pretrial release may not be denied may still be released by the officer without appearing before the judge, in which the officer will issue the person a summons to appear within 21 days. A presumption in favor of pretrial release shall be applied by an arresting officer.
328	Requires judges to, upon a person’s initial release to a court, proceed with the setting of a detention hearing as an alternative to pretrial release.
328	Requires state’s attorneys to provide victims notice of criminal defendant’s initial appearance before court.
329	Requires defendant to be present in person at hearing in which conditions of pretrial release are determined, unless the physical health and safety of the person

	would be endangered, or if they waive their right to be present in person. Defendants will be given adequate time to confer with their counsel to discuss pre-trial release, and physical accommodations to accomplish this are required if needed.
330	States that the release revocation process will commence in the county in which an arrest warrant was issued.
331	States that if a defendant is charged with a felony but has a warrant in another county, the defendant shall be taken to the county that issued the warrant within 3 days of the completion of condition or detention hearing, so that release or detention status can be resolved. Does not apply to warrants issued outside of Illinois.
334-335	Strikes definitions of "Security," "Real and present threat to the physical safety of any person or persons," defines "Willful flight" as "planning or attempting to intentionally evade prosecution by concealing oneself. Simple past non-appearance in court alone is not evidence of future intent to evade prosecution.
335	Beginning on 1/1/23, the requirement of posting monetary bail is abolished, except as provided in the Uniform Criminal Extradition Act, the Driver License Compact, or the Nonresident Violator Compact.
335-337	Presumes a defendant's right to release on personal recognizance on the condition that the defendant attends all court proceedings and the defendant does not commit any criminal offense, and complies with all terms of pretrial release. Provides that pre-trial release shall only be imposed when it is determined that the defendant poses a danger or is a flight risk. If court decides to detain the defendant the court must make a written finding as to why less restrictive conditions would not assure safety or guarantee defendant's court appearance. Court must make continued finding at each subsequent hearing in which defendant is still detained.
338-339	If a defendant fails to comply with conditions of pretrial release, the court may on its own motion or on motion by the state issue an order to show cause as to why the defendant should not be subject to revocation of release, or for sanctions. If the defendant does not appear at the show cause hearing, the court may issue an arrest warrant.
339	If such an order is issued, a failure to appear will not be recorded until the Defendant fails to appear at the hearing to show cause. A non-appearance in court cured by an appearance at the hearing to show cause will not be used as evidence for purposes of risk assessment of future evaluations of flight risk.
342-350	In determining whether pretrial release is appropriate, a court will also evaluate, as factors, the weight of the evidence against the eligible defendant, except that the court may consider the admissibility of any evidence sought to be excluded; the history and characteristics of the eligible defendant (their character, their probation status if any); the nature and seriousness of the specific, real and present threat to any person that would be posed by the potential release; the seriousness of the risk that the criminal justice process would be obstructed by the person's release, and finally any other factors deemed by the court to have a reasonable bearing upon the defendant's propensity or reputation for violent behavior. The legislation strikes other factors from consideration.

353-356	Creates special set of factors in determining whether pre-trial release is appropriate for stalking or aggravated stalking.
358-370	Provides the conditions for revocation of pre-trial release that has been granted. State must file a verified petition at a hearing, with notice given to the defendant. Revocation may be made upon commission of a felony or Class A misdemeanor. The time between the filing of the state's petition for revocation and the defendant's appearance before the court before which the previous matter was pending may not exceed 3 days. The court before which the previous felony matter is pending may only revoke pretrial release if it finds by clear and convincing evidence that nothing would reasonably assure the appearance of the defendant for later hearings or prevent the defendant from being charged with a subsequent felony or Class A misdemeanor. Sets other conditions for revocation of pre-trial release.
371-374	Governs denial of pre-trial releases for felony charges, Class A misdemeanors, and domestic violence.
374-375	Upon petition by state to deny release, the court shall immediately hold a hearing on the petition unless continuance is requested. Court may order detention or release of defendant in the time between the filing of the petition and the hearing.
375	All defendants are presumed eligible for pretrial release, and the State shall bear the burden to show that they are not.
376-377	Prior to the pre-trial release hearing, the government must provide the defendant copies of the defendant's criminal history, any written or recorded statements, and the substance of any oral statements made by any person, if relied upon by the government in its petition, and any police reports in the government's possession at the time of the hearing that are required to be disclosed to the defense under Illinois Supreme Court rules. The hearing is evidentiary and both sides may present evidence. Defendants must show petition court for permission to call the complaining witness as a witness in their favor. The court will state its reasoning for granting or denying the petition in writing.
378	Evidence of a confession or evidence obtained by illegal search or seizure may be utilized by a defendant in a pre-trial release hearing.
379-382	Sex offenses added to factors to be considered by court in weighing dangerousness of defendant for purposes of pre-trial release when they weigh the nature and circumstances of any offense charged. The age and physical condition of any victim or complaining witness is also included. Crime victims will be given notice by the state's attorney's office of this hearing, and will be given notice of the opportunity to seek an order of protection.
410-412	Persons in police custody may call an attorney of their choice or a family members as soon as possible upon being taken into police custody, but no later than three hours after arrival at the first place of custody. Persons must be given access to a phone via a land line or a cell phone to make three phone calls, and the ability to retrieve phone numbers contained in his or her contact list on their cell phone prior to the phone being placed in inventory. Notice postings are required as well. The three-hour requirement cannot be applied while the person in police custody is asleep, unconscious, or otherwise incapacitated.

413-414	Prior to a warrant being issued, an officer must attest that prior to entering the location described in the search warrant, a supervising officer will ensure that each participating member is assigned a body worn camera and is following policies and procedures in accordance with the requirements of the Body Camera Act, that steps were taken in planning the search to ensure the accuracy and plan for children or other vulnerable people on-site; and if an officer becomes aware the search warrant was executed at the wrong residence, the member will immediately notify a supervisor. The supervisor will conduct an internal investigation.
485	Permits the Director of the Department of Corrections to give credit for prisoners serving a sentence of incarceration of less than 5 years, and up to 365 days of earned sentence credit for prisoners serving a sentence of 5 years or longer. Also updates guidelines for Director to grant credit based in part on the inmate's demonstrated commitment to rehabilitation. An inmate as described above may also earn one day of sentence credit for each day of participation in certain work release programs.
490-499	The rules and regulations shall provide that prisoners placed on waiting lists for work release programs but are transferred for non-disciplinary reasons before a program begins shall receive priority placement on the waitlist for appropriate programs at the new facility. If an inmate is unable to complete a program through no fault of their own, they shall receive a prorated sentence credit for the days in which the prisoner did participate. 120 days of credit shall be given to a prisoner who obtains an associate's degree while within the Department of Corrections, regardless of when the date the degree was obtained, including prior to the Act. Available only to prisoners who have not previously earned an associate degree prior to their incarceration. Includes holding in pre-trial detention prior to commitment in Department of Corrections. Additional .5 days of credit for each day in which the prisoner is engaged in self-improvement programs, volunteer work, or work assignments. The Department shall prescribe rules for the revocation and restoration of credit.
516	A person cannot be considered a "habitual offender" when the first offense was committed when the person was younger than 21 years old.
520-521	Qualifications for home detention credit now include curfews restricting movement for 12 hours or more per day and electronic monitoring that restricts travel or movement. Electronic monitoring is not required for home detention to be considered custodial for purposes of sentencing credit. Removes the exception for home detention for certain vehicular offenses.
521-522	Removes disqualification from program eligibility for convictions for felony possession of a controlled substance with intent to manufacture or deliver.
526-527	Makes changes to which crimes are and are not eligible for supervised release or parole. With some exceptions, a mandatory supervised release term shall not be imposed for Class 3 or 4 felonies. Mandatory supervised release may be imposed if a Prisoner Review Board determines it necessary. If the Board determines it to be necessary, the Board must specify the maximum number of months the offender may serve, limited to up to 1 year.
529-531	Adds additional felonies that require inmates to serve a minimum of 85% of their sentence, with some exceptions, the term of mandatory supervised release shall be

	3 years for Class X felonies, 2 years for Class 1 or 2 felonies, and 1 year for Class 3 or 4 felonies. Also provides that an offender serving for a Class 3 or 4 felony, other than some violent crimes, may serve in a transition center or another facility or program within the Department of Corrections if they have less than 4 months remaining in their sentence.
534	Electronic monitoring no longer a requirement for purposes of sentencing credit. Confinement need not be for 24 hours to qualify for home detention. Significant restrictions on liberty, such as 7pm to 7am curfews, shall qualify.
534	Adds a chief judge's office and a pretrial services division or department to the definition of a "supervising authority" for purposes of home detention.
535-536	States that participants may be instructed to stay within the interior premises of a home for purposes of pre-trial home confinement, instead of there being a blanket requirement they do so. Participants in pre-trial home confinement may be permitted to leave confinement to purchase groceries, food, or other basic necessities. At a minimum, participants in pre-trial home confinement must be provided with open movement spread out over no fewer than 2 days per week and two be permitted to participate in the essential activities provided for in the statute.
537	Approval of a resident in pre-trial home confinement who wishes to move must seek permission from the supervising authority, but approval cannot be unreasonably withheld.
538	Requires a person charged with a felony to remain in violation for 48 hours of an escape or failure to comply with conditions of electronic monitoring in order to be guilty of a Class 3 felony. Same for a misdemeanor charge, but it is considered a Class B misdemeanor.
560, 562	Expands the definition of a "Victim" in the Crime Victims Compensation Act to include anyone living in the household of a person killed or injured in a relationship that is substantially similar to that of a parent, spouse, or child.
563-564	Increases compensation amounts victims are entitled to.
565-566	Prohibits a victim's criminal history of felony status from being used against them to deny them compensation under the Act.
566-568, 570-571	Requires the Attorney General, already tasked with investigating all Victims Compensation Act claims, to provide an investigatory report and a draft award determination to the Court of Claims, which is given 28 business days to review it. Upon the conclusion of the review by the Court of Claims, the applicant is to be provided with a compensation determination letter. The AG and Court of Claims may accept an application presented after the period if the AG determines that the applicant had good cause for delay. The AG and Court of Claims may consider the victim's age, physical condition, linguistic barriers, psychological state, fear of retaliation, and other factors in determining the victim's degree of cooperation
569	Law enforcement officials are deemed sufficiently notified of a sexual assault if a victim presents themselves to a hospital for medical care in general, not just for sexual assault.
591-598	Provides that corrections officials receive training related to pregnant prisoners. Also provides that educational programs for pregnancy be provided to pregnant prisoners. Provides post-partum protections for prisoners, including a 72-hour

	period for a mother to spend with the infant. Generally requires mothers to be provided care unique to pre-natal and post-natal issues.
604-605	Permits courts to impose probation, conditional discharge, or a lesser term of imprisonment for a sentence that currently carries a mandatory minimum, if (1) the offense involves possession of drugs, retail theft, or driving on a suspended license due to unpaid financial obligations; (2) the defendant is not a public safety risk; and (3) the interest of justice requires the lesser sentence. The court must state on the record its reasoning for imposing the lesser sentence.
619	Permits public bodies to hold closed door meetings to deliberate for decisions of the ILETSB, the Certification Review Panel, and the Illinois State Police Merit Board regarding certification and decertification.
623-624	Exempts from inspection/copying for public viewing records contained in the Officer Professional Conduct Database under Section 9.4 of the Illinois Police Training Act, except to the extent authorized under that Section. This includes the documents supplied to Illinois Law Enforcement Training Standards Board from the Illinois State Police and Illinois State Police Merit Board.
642	Exempts from copying and disclosure information that is prohibited from disclosure by the Illinois Police Training Act and the State Police Act.
646	Expands the definition of an "employee" under the Illinois State Employee Indemnification Act to include members of the Certification Review Panel under the Illinois Police Training Act.
652	Requires the Division of Internal Investigation to serve as the investigative body for the Illinois State Police for purposes of compliance with Sections 12.6 and 12.7 of the Illinois State Police Act.
652-654	Imposes new requirements and a stricter timeframe for the appointment and confirmation of members to the Illinois State Police Merit Board. No Board member may be a former ISP employee.
654	Prohibits any badge, star, or shield from being issued to Board members, employees, contractors, clerical or technical staff.
655	Provides that Merit Board shall have jurisdiction to certify and terminate ISP officers in compliance with the certification standards consistent with Sections 9, 11.5, and 12.6 of this Act. Provides that Requires the Board to publish all standards and qualifications for each rank on its website.
659-661	Permits the Director of the ISP, 180 days after effective date of the Act, to appoint current ISP employees serving in law enforcement officer positions previously within CMS as state police officers. Provides that such individuals are subject to same requirements and same contractual benefits and obligations as other ISP officers. There are additional provisions here regarding Merit Board right to review ISP cadet applicants and that ISP may provide background check and investigation material to the Board for review under this section.
661-663	Requires the Merit Board to submit an annual report to the Governor and the General Assembly that, among other statistics, states the number of officers

	disciplined in preceding calendar year, the pass rate of cadets and tests administered, the number of promotional tests and assessments administered and the number of persons certified for promotion. Gender and ethnic breakdown for those individuals required. The report shall identify strategies for promoting diversity and inclusion in testing, cadet recruitment, and barriers to advancement of these goals. First report is due March 31, 2022. Additional reporting required.
664	Automatic termination of ISP officers by Board if convicted of felony offense of Illinois or any other state if considered a felony in Illinois. Board must also terminate for conviction of certain misdemeanors. Misdemeanors are listed here.
665	Merit Board may terminate officers for breaching the duty to intervene when excessive force is being used or any constitutional violation occurs, makes a false statement, tampers with or fabricates evidence, or other offenses. All terminations based on misconduct must be reported to database.
670	Amends the Illinois Law Enforcement Police Training Act to define a "full-time law enforcement officer" as a law enforcement officer who has completed the officer's probationary period and is employed on a full-time basis as a law enforcement officer.
674-676	States that the ILETSB members appointed by certain officials will serve as ex officio members. States that ex officio members may appoint a designee to the Board who shall have the same powers and immunities otherwise conferred to the member of the Board. Provides other qualifications and restrictions for Board members, as well as amendments to Board procedure.
676 - 684	Creates an Illinois Law Enforcement Certification Review Panel. Prescribes appointment, rules, qualifications, and procedures for Panel members. Panel has powers to revoke certifications, conduct investigations (with subpoena power.)
684	Provides for automatic decertification of full-time and part-time law enforcement officers found guilty or pleading nolo contendere to certain offenses. Board must review this conduct and ensure that no officer is certified that has been convicted of it.
687	Board investigators shall be law enforcement officers as newly defined in the Act. Provides that a complaint against a Board investigator will be investigated by the ISP.
697-700.	Discretionary decertification by ILETSB of full and part-time officers for failing to intervene when an officer is using excessive force (regardless of rank), if the officer makes a false statement in a report or misleads a public servant in the public servant's performance of an official function, for perjury, evidence tampering, or for other conduct.
700-702	Imposes notice requirements on government agencies to notify Board of such violations.
703 - 715	Prescribes requirements for Board review of allegations and investigation into officer misconduct, along with hearing procedures and requirements. Administrative law judge must report findings to the Panel for a certification decision. Panel has final say over ALJ's findings and determinations. At page 707-708, it provides that the Board may conduct simultaneous and concurrent investigations of officers with the local agency or ISP.

716	States that certification and decertification procedures are sole procedure for certification and not subject to collective bargaining. States that employees have no property interest in employment. Public employers not required to employ officers who have been decertified.
725-728	Prohibits an officer not certified by the Board from serving as a law enforcement officer in any capacity, including inactive officers, retirees. Re-activation of a certification must be upon written application from the officer's governmental agency. Prescribes procedures for applications to activate certifications.
728-729	Requires law enforcement officers to report name changes, employment changes, and any changes to their criminal history to the Board
729-734	<p><u>Provisions that follow concern certification requirements for part-time LEOs:</u></p> <p>Provides that individuals not certified by the Board or whose certified status is inactive shall not function as law enforcement officers, be assigned LEO duties, be authorized to carry firearms under the employer's authority, except that elected sheriffs are exempt from the requirement of certified status.</p> <p>Also, permits a part-time probationary officer to complete six months of part-time police training courses and function as a law enforcement officer with a waiver from the Board, provided the part-time officer is still enrolled in the course. Part-time officers must forfeit the position if they withdraw from or otherwise do not complete the course.</p> <p>Says that gov't agency may not grant a person status as an LEO unless that person has been granted active law enforcement officer certification by the Board.</p> <p>Defines "inactive status" – occurs upon termination, resignation, retirement or separation from the governmental agency for any reason. Employer must apply to reactivate his/her certification. <u>Board may refuse to reactivate certification for officers terminated for good cause.</u></p> <p>Certified officers can place their certificates on inactive status by request to the Board.</p> <p>Officers who are refused reactivation under this Section may request a hearing.</p>
734	Emergency Order of Suspension – Provides that ILETSB may immediately suspend officer's certification upon notice that he/she has been arrested or indicted on any felony charge. Provides that notice of suspension must be given to officer and officer has 30 days to request hearing. Further provisions are here regarding hearing procedure.
736-741	Provides for duty of LEO to submit verification form to confirm compliance with all licensing requirements every three years. Board may determine that an officer's certification is inactive for failure to submit verification form as required by law. There are also provisions for waiver of reporting compliance. Officers are required to keep sufficient documentation necessary to corroborate compliance with mandatory training requirements for a period of four years after the end of

	<p>each reporting period. Same data keeping is required of each governmental agency. There are provisions concerning the Board's right to audit compliance verification forms to determine the accuracy of submissions. Officers have a period of time to cure inaccurate verifications. Officers found to have willfully filed a false verification form can be decertified by the Board and not eligible for reactivation.</p>
744-750	<p>Officer professional conduct database – Requires all gov't agencies and ISP to notify ILETSB material fact, bias or integrity, when officer resigns during an investigation, etc.). Board must notify officer of the report and then maintain a database reporting on a number of items for each officer (e.g., date of certification, decertification and inactive status, each instance of reported misconduct, nature of the violation, reason for final decision of discharge, and any statement provided by the officer, date of separation from employment, reason for separation, whether separation occurred while officer was under investigation...)</p> <p>This database must be accessible to State's Attorney of any county and the AG for purpose of complying with <u>Brady</u> obligations, and must also be accessible to chief administrative officer of any governmental agency.</p> <p>Imposes duty on government agency to check the database, contact each person's previous law enforcement employer and document the contact before agency may hire a law enforcement officer.</p> <p>Provides that database, documents, material, or other information in possession of Board that are disclosed under these provisions shall be confidential and privileged, not subject subpoena or discovery or admissible in evidence in any private civil action. Board, however, may use this information in any action brought as part of Board's duties.</p> <p>Board shall maintain a searchable database of officers accessible to the public that shall report officer's agency, date of officer's certification, current certification status, and any sustained complaint of misconduct resulting in decertification. The information in this database must not allow public to ascertain home address of officer.</p> <p>Board shall maintain searchable database of all completed investigations against officers related to decertification. There are provisions here regarding the details of the information that must be kept in database.</p> <p>Board shall submit annual report to Governor, AG, President and Minority Leader of Senate, Speaker and Minority Leader of the House. Report requirements are noted here.</p>
756-761	<p>Requires ILETSB to develop a process for waiver applications sent by local government agencies in general, not just law enforcement agencies.</p>
762	<p>Provides that the grant, revocation, or denial of a Board certification is admissible in a judicial or administrative proceeding as prima facie evidence of any facts stated.</p>

763	Requires sheriffs to have a certificate attesting to their successful completion of the Minimum Standards Basic Law Enforcement Training Course as prescribed by the ILETSB or a substantially similar training program of another state or the federal government. Does not apply to a sheriff currently serving.
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