



COUNTY OF KENDALL, ILLINOIS
LAW, JUSTICE, AND LEGISLATION COMMITTEE
Kendall County Office Building
111 W. Fox Street; 2nd Floor County Board Rm; Yorkville

Monday, March 28, 2022 ~ 3:00 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 February 28, 2022 Meeting Minutes**
- 6. Public Comment**
- 7. Status reports**
 - A. Coroner
 - B. Emergency Management Agency
 - C. Public Defender
 - D. Circuit Clerk
 - E. Court Services
 - F. Presiding Judge
 - G. State's Attorney
 - H. Sheriff's Office
- 8. Old Business**
- 9. New Business**
 - *Discussion and Approval of Court Services Grant Budget Revision*
 - *Approval for the Sheriff's Office to issue an Invitation to Bid for Jail Food Service*
 - *Approval of the Gateway Foundation, Inc. and the Kendall County Problem Solving Courts Agreement*
- 10. Legislative Update**
- 11. Items for County Board**
- 12. Items for Committee of the Whole**
- 13. Chairman's report/comments**
- 14. Public Comment**
- 15. Executive Session**
- 16. Adjournment**

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, February 28, 2022
Meeting Minutes

Call to Order and Pledge Allegiance – Chair Judy Gilmour called the meeting to order at 3:00p.m. and led the Pledge of Allegiance.

Roll Call:

Committee Member	Status	Arrived	Left Meeting
Judy Gilmour	Here		
Amy Cesich	Absent		
Dan Koukol	Here		
Ruben Rodriguez	Here		
Robyn Vickers	Absent		

Others Present: Sheriff Dwight Baird, EMA Director Roger Bonuchi, Court Services Director Alice Elliott, ASA Leslie Johnson, Commander Jason Langston, Public Defender Jason Majer, Coroner Jacquie Purcell, Undersheriff Bobby Richardson, Commander Jeanne Russo, Deputy Commander Caleb Waltmire

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

Approval of Minutes – Member Rodriguez made a motion to approve the November 22, January 24, 2022 meeting minutes, second by Member Koukol. **With three members present voting aye, the motion carried by a 3-0 vote.**

Public Comment – None

Status Reports

Coroner – January written reports provided. Coroner Purcell reported there were two suicides in January, with four death determinations on hold that are possible overdoses. There were a total of 46 deaths.

The Coroner reviewed her current staffing situation, and stated that the caseload has increased almost three times to what it was prior to the pandemic. Purcell stated that she has two full-time staff members, herself and Chief Deputy Coroner Levi Gotte. Purcell explained that adding another full-time deputy coroner would help tremendously with office coverage, additional case paperwork, and in the field doing investigations. Coroner Purcell has already discussed the new position, and funding options with the Finance Committee, and hopes to hire someone on May 1, 2022, which will help to relieve some of overload.

The Coroner also stated she plans to increase the hours for the current Administrative Assistant from 10 to 15, which will increase the office coverage, and assist with the overwhelming amount of paperwork and documentation required for each case. Purcell reported that she has also discussed this proposal with the Finance Committee and will make the change on March 1, 2022.

EMA – January 2022 written report provided. EMA Director Bonuchi reported the Dosimetry testing is taking place at the EMA Office, the Lisbon Fire Department, and Newark Fire Department. Two of the three have submitted results so far. The testing is required every two years.

Bonuchi reported that work continues on the Mitigation Plan, which is the process used by the state and local leaders to understand risks from natural hazards and to develop long-term strategies that will reduce the impacts and loss of future events on people, property, and the environment. Bonuchi stated that they are working on the FEMA application for the grant, and the mitigation plan contract.

Public Defender –Public Defender Jason Majer reported that the office will lose one assistant public defender on March 11, 2022. Majer stated that he plans to ask for additional clerical assistance in the budget hearing with the Finance Committee. Majer stated that there is too much clerical work for one person to do.

Circuit Clerk – Written report provided.

Court Services – Written reports provided. Director Elliot reviewed some of their current initiatives including a Juvenile Detention Assessment Screening Tool, Pretrial Assessment tools, and a Supreme Court Region 2 Mental Health Task Force.

Elliott stated that the Mental Health Task Force is a collaborative process involving several community partners convening in March for the purpose of completing a Community Assessment Survey. The purpose of the survey is to identify existing resources available to meet the needs of mental health individuals at various intercept points in the community. This will help to identify the gaps in systems and resources while collaborating to address those areas of need.

Director Elliott reported that Juvenile Officer Brian VanMeter was recently appointed by Governor Pritzker to the 22 member Sec Offender Management Board for a 5-year term. VanMeter currently co-chairs the Sex Offender committee for the Illinois Probation and Court Services Association as well. Brian’s involvement in both of these capacities ensures that Kendall County is kept abreast of the most up to date legislation, treatment and best practices as it relates to community supervision of this specialized population.

Elliott stated that her office has recently lost three staff members that moved out of state. She is working diligently to fill those vacancies as soon as possible with the right candidates.

Presiding Judge – No Report

State's Attorney – No Report

Sheriff's Report –

- a. Operations Division – Written report provided. Undersheriff Richardson reported that arrests have increased from 2021, fuel expenses have increased, and mileage has decreased due to the Finance Committees decision to cut the Sheriff's Office fuel budget for this year.

The Undersheriff reported that Commander Langston recently graduated from the 10-week FBI Academy.

Richardson stated that there are currently three deputies in the Academy, two deputies taking the test for the Academy, and 2 planned retirement of deputies in the near future.

- b. Corrections Division – Written report provided. Commander Russo reported an increase in medical appointments and expenses.

Russo announced that the new EHM Assistant will begin on March 7, 2022, as well as a Part-Time Records Clerk that will work specifically with the Corrections Division.

Commander Russo explained the Health Management Associates Program which assists persons with opioid addiction who end up in the criminal justice system with treatment, counseling and in-jail behavioral therapies through the use of medical assisted treatment, which reduces the risk of fatal overdose following release from incarceration. Russo stated that Family Counseling Service counselors come to the jail for weekly meetings.

- c. Records Division – Written report provided.

Old Business – None

New Business - None

Legislative Update – Member Gilmour read the two bills, and stated that the County Board has been pushing for this for a very long time. The Local Government Distributive Fund increase will go into effect on July 1, 2022.

Chairman's Report/Comments – No report.

Items for the March 1, 2022 Kendall County Board Meeting - None

Items for the March 10, 2022 Committee of the Whole Meeting – None

Chairman's report/comments - None

Public Comment – None

Executive Session – Not needed

Adjournment – Member Rodriguez made a motion to adjourn the meeting, second by Member Koukol. **With three members in agreement, the meeting adjourned at 3:59p.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Secretary

Office of the Kendall County Coroner

**Monthly Report
February 2022**

February 23, 2022 - Chief Deputy Gotte provided orientation for the Oswego Police Department intern.

February 24, 2022 - Chief Deputy Gotte provided mock law enforcement interviews at IVVC.

February 28, 2022 - Coroner Purcell provided a presentation to the Oswego High School Law Enforcement class.

Deaths Report to the M.E.		Deaths Investigations	
February 2022	31	February 2022	10
YTD	77	YTD	21

MEI Scene Investigations		Postmortem Examinations	
February 2022	4	February 2022	0
YTD	11	YTD	5

Manner of Death						
	Natural	Accident	Suicide	Homicide	Indeterminate	Pending
February 2022	29	0	2	0	0	0
YTD	69	1	4	0	0	3

Cremation Permits Issued	
February 2022	19
YTD	43

Case Number	MOD	COD	DOB	DOD	Autopsy	Scene
2022-0047	Natural	Cardiac	04-11-1936	02-01-2022	None	No
2022-0048	Suicide	Asphyxia-Strangulation-Hanging	11-09-1968	02-01-2022	None	Yes
2022-0049	Natural	Pulmonary	10-28-1969	02-02-2022	None	No
2022-0050	Natural	Cardiac	10-12-1936	02-02-2022	None	No
2022-0051	Natural	Neoplasm	08-11-1955	02-02-2022	None	No
2022-0052	Natural	Neoplasm	12-13-1937	02-02-2022	None	No
2022-0053	Natural	Pulmonary	05-30-1945	02-04-2022	None	No
2022-0054	Natural	Neoplasm	09-07-1935	02-05-2022	None	No
2022-0055	Natural	Dementia-Alzheimers	09-08-1928	02-08-2022	None	No
2022-0056	Natural	Dementia-Alzheimers	10-01-1938	02-08-2022	None	No
2022-0057	Natural	Nervous System	02-25-1943	02-09-2022	None	No
2022-0058	Natural	Cardiac	02-26-1935	02-10-2022	None	No
2022-0059	Natural	Cardiac-ASCVD-IHD and Hypertension	02-24-1934	02-11-2022	None	Yes
2022-0060	Natural	Dementia-Alzheimers	12-05-1936	02-12-2022	None	No
2022-0061	Natural	Pulmonary	10-11-1929	02-13-2022	None	No
2022-0062	Natural	Pulmonary-COPD	05-03-1935	02-14-2022	None	No
2022-0063	Natural	Cardiac	10-25-1931	02-17-2022	None	No
2022-0064	Natural	Cardiac	03-15-1932	02-17-2022	None	No
2022-0065	Natural	Nervous System- Stroke	08-25-1947	02-17-2022	None	No
2022-0066	Suicide	Gun-Handgun	01-02-1980	02-18-2022	None	Yes
2022-0067	Natural	Dementia-NOS	07-15-1936	02-21-2022	None	No
2022-0068	Natural	Neoplasm	02-10-1946	02-22-2022	None	No
2022-0069	Natural	Renal Disease	08-01-1929	02-22-2022	None	No
2022-0070	Natural	Neoplasm	03-24-1961	02-23-2022	None	No
2022-0071	Natural	Neoplasm	09-07-1950	02-23-2022	None	No
2022-0072	Natural	Nervous System- Stroke	08-27-1927	02-23-2022	None	No
2022-0073	Natural	Dementia-Alzheimers	03-06-1933	02-24-2022	None	No
2022-0074	Natural	Neoplasm	04-22-1953	02-26-2022	None	No
2022-0075	Natural	Neoplasm	08-04-1933	02-26-2022	None	Yes
2022-0076	Natural	Neoplasm	06-03-1941	02-27-2022	None	No
2022-0077	Natural	Neoplasm	10-27-1952	02-28-2022	None	No

Kendall County Emergency Management Agency

1102 Cornell Lane, Yorkville Illinois 60560

Roger Bonuchi, Director

Tracy Page, Deputy Director

EMA/Search and Rescue Report

February 2022

IEMA

- Quarterly Region 3 meeting was Friday February 18th in Kankakee. Topic: Coming changes in funding emergency management in Illinois
-

Polar Plunge

- Worked on Incident Action Plan for the Plunge on Sunday, March 6, 2022
- Requested EMA volunteers to assist with the event

Hazard Mitigation Plan

- We're off and running on this project. The contractor provided the draft consulting agreement last Friday. That's off to legal for review.
- The contractor is working on the FEMA GO application as of this writing.

Storm Spotter Training

- Attended Newark FD meeting on Thursday, February 10th

Meetings/Training/Volunteers/Details

- Attended the FEMA Region 5 Regional Emergency Communications Coordination Working Group. The presentation was the National Incident Management System (NIMS). The group also discussed the "Emergency Management Assistance Compact" or "EMAC."
- Attend weekly IEMA COVID calls
- KCEMA meeting February 21, 2022

To: Law, Justice and Legislation Committee Board Members
 Kendall County Board
 Kendall County, Illinois

From: Jason D. Majer, Kendall County Public Defender

MONTHLY REPORT OF NUMBER OF CASES ASSIGNED AND CLOSED FOR EACH PUBLIC DEFENDER

AS OF MARCH 2022

	<u>J. MAJER</u>	<u>C. WHEATON</u>	<u>C. GUILAMO</u>	<u>A. WEIGEL</u>	<u>C. SANTIEMMO</u>	<u>L. HIZO</u>	<u>New Files</u>	<u>TOTAL</u>
Criminal Felony:	217	285	221	1			45	
Class M-		2						
Class X-	26	16	1					
Class 1-	19	19	4					
Class 2-	55	62	35					
Class 3-	34	62	55	1				
Class 4-	83	124	126					
MR/SVP/Post C.:	4	1						
Criminal CM:	98	107	97	53	51	71	27	
Criminal DUI/DT:	10	13	16	9	9	14	12	
Criminal DV:			3	1	62	11	7	
Traffic Offenses (TR):	19	88	103	101	134	130	69	
Traffic Offenses (MT):				4	1		8	
Juvenile JA/Truancy:			15	49	52	33	9	

	<u>J. MAJER</u>	<u>C. WHEATON</u>	<u>C. GUILAMO</u>	<u>A. WEIGEL</u>	<u>C. SANTIEMMO</u>	<u>L. HIZO</u>	<u>New Files</u>	<u>TOTAL</u>
Juvenile JD:			4	37	21	26	16	
Class X-				1				
Class 1-				2		1		
Class 2-				3	1	1		
Class 3-				5	4	2		
Class 4-				3	6	10		
CM-				23	10	12		
Criminal Contempt:								
Civil Law/Other:			2	1				
Bond Call Only:								13
Total Open/March-22:	348	494	461	256	330	285		2,174
Total Open/Feb.-22: -	308	489	376	270	351	315		1,993
Total Closed/Feb.-22:-	9	28	27	45	30	31		170
Total New Files-March-22:								193

Kendall County Circuit Clerk Report

January Update: In the month of February, the Circuit Clerks Office is implementing changes to state law, manual of recordkeeping changes, and other changes mandated by the Supreme Court of Illinois. We continue to fill vacancies in the office. With almost 1/2 of the staff being new since 12/1/2020.

		JAN	FEB
AD	Adoption	1	2
CA	Court Administration	1	0
CC	Contempt of Court	2	1
CF	Criminal Felony	54	29
CH	Chancery	1	1
CL	Civil Law Violation	1	0
CM	Criminal Misdemeanor	18	26
CV	Conservation Violation	1	0
DC	Dissolution with Children	22	16
DN	Dissolution without Children	13	6
DT	DUI	24	22
DV	Domestic Violence	18	13
ED	Eminent Domain	0	0
EV	Eviction	24	18
FA	Family	12	24
FC	Foreclosure	12	18
GC	Government Corporation	0	0
GR	Guardianship	9	2
JV	Juvenile	0	0
JA	Juvenile Abuse/Neglect	5	6
JD	Juvenile Delinquency	8	19
LA	Law	6	13
LM	Law Magistrate	24	11
MH	Mental Health	2	1
MR	Misc. Remedy	7	6
MT	Major Traffic	105	104
MX	Misc. Criminal	20	9
OP	Order of Protection	20	33
OV	Ordinance Violation	2	0
PR	Probate	13	6
SC	Small Claims	114	63
TR	Traffic	276	273
TX	Tax	6	6
QC	Quasi-Criminal	0	0
WI	Wills	22	19
XX	Misc	2	1
		845	748
2021 Cases*		683	675

To: Kendall County Board * Law, Justice and Legislation Committee
From: Alice Elliott, Director * Kendall County Court Services
Date: March 2022
Re: Monthly Report

Juvenile Detention – FY2022 ~ Costs Incurred

Kendall County Court Services FY2022 Summary - Juvenile Detention					Same Time 2021	Same Time 2020	Same Time 2019	Same Time 2018	Same Time 2017
Month	Total New Admissions	Total Holdovers*	Total Days	Total Cost Incurred					
							\$18,652.00* Paid FY19 incurred FY18		
12/2021	2	3	102	13,770.00	\$7,800.00	\$6,600.00	\$17,640.00	\$10,450.00	\$8,690.00
01/2022	9	4	116	15,660.00	\$4,725.00	\$11,160.00	\$12,120.00	\$9,020.00	10,560.00
02/2022	7	3	101	13,635.00	\$5670.00	\$10,200.00	\$10,320.00	\$11,330.00	15,070.00
03/2022	7	3	99	13,365.00	\$10,395.00	\$18,120.00	\$6840.00	\$21,730.00	9,900.00
04/2022					\$7695.00	\$3,960.00	\$7920.00	\$15,960.00	13,640.00
05/2022					\$4590.00	\$6,840.00	\$18,840.00	\$10,560.00	5,610.00
06/2022					\$11,610.00	\$10,320.00	\$24,000.00	\$7,320.00	6,270.00
07/2022					\$11,610.00	\$19,320.00	\$14,880.00	\$11,760.00	1,540.00
08/2022					\$14,310.00	\$14,860.00	\$4560.00	\$12,000.00	3,850.00
09/2022					\$19,170.00	\$8,520.00	\$4560.00	\$9120.00	9,130.00
10/2022					\$19,440.00	\$9,240.00	\$9000.00	\$15,120.00	10,780.00
11/2022					\$17,010.00	\$7,800.00	Paid in FY20	\$18,600.00	5,170.00
TOTAL	25	13	418	\$56,430.00	\$134,025.00	\$126,850.00	\$149,332.00	\$152,970.00	\$100,210.00

*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 2022 (Juvenile Detention):

Amount Budgeted: \$ 150,000.00
Amount Expended: \$ 56,430.00
Amount Remaining: \$ 93,570.00

Kendall County Fiscal Year 2022 (Juvenile Board & Care):

Amount Budgeted: \$ 50,000.00
Amount Expended: \$ 0
Amount Remaining: \$ 50,000.00

Juvenile Board & Care - FY2022 ~ Costs Incurred

	Number of Minors Placed	Days Paid	Total Monthly Cost Incurred	Total Cost Incurred (Running Total)
12/2021-03-01-22	N/A	N/A	N/A	N/A

Items Worthy of notice to the County Board:

The Family Violence Coordinating Council for the 16th and 23rd Circuit is nearing the end of this fiscal year. In an effort to effectively utilize all of the funding available under this grant, we are requesting a budget revision through the Illinois Criminal Justice Information Authority. This revision does not change the total budget amount, but rather just the categories (line item) amounts. I am requesting this committee approve this revision and forward on for board approval.

The Probation Department will be continuing our efforts to highlight existing programming and services we provide to clients under our supervision. As a reminder, our mission is to “serve the community by promoting positive behavioral change utilizing proven methods to increase public safety”. All of our programs and services are designed to be in alignment with this mission. This month we will be highlighting the Juvenile Delinquency Diversion Program.

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: Kendall County	DUNS#: 361779440	NOFO ID: 2096-988	Grant #: 322116
CFSA Number: 546-00-2096	CSFA Short Description: IFVCC	State Fiscal Year(s): 2022	Project Period: July 1, 2021 - June 30, 2022

Note: Please see ICJIA Specific Instructions tab for additional information about filling out this sheet.

(2 CFR 200.415)

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and that any false, fictitious, or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s)."

Implementing Agency

Program Agency

Kendall County
Name of Applicant Institution/Organization

Kendall County
Name of Applicant Institution/Organization

Kendall County
Institution/Organization

Signature

Signature

Signature

Jill Ferko
Name of Official

Scott Gryder
Name of Official

Alice Elliott
Name of Official

Kendall County Treasurer
Title
Chief Financial Officer (or equivalent)

Kendall County Board President
Title
Executive Director (or equivalent)

Director of Probation
Title
Executive Director (or equivalent)

Date of Signature

Date of Signature

Date of Signature

Note: The State awarding agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on behalf of the organization.

effective 4/1/2022

KENDALL COUNTY SHERIFF'S OFFICE

MONTH-END REPORT



FEBRUARY

2022

OPERATIONS DIVISION

POLICE SERVICES	February-21	February-22
Calls for Service	701	590
Police Reports	281	354
Total Arrests	26	101
Ordinance Citations Issued	2	0
TRAFFIC SERVICES		
Traffic Contacts	134	466
Traffic Citations Issued	73	215
DUI Arrests	4	8
TRAFFIC CRASH INVESTIGATIONS		
Property Damage	27	50
Personal Injury	30	5
Fatalities	0	0
TOTAL CRASH INVESTIGATIONS	57	55
VEHICLE USAGE		
Total Miles Driven by Sheriff's Office	43,474	47,620
Vehicle Maintenance Expenditures	\$2,894	\$8,936
Fuel Expenditures	\$8,709	\$13,236
Fuel Gallons Purchased	3,749	3,930
Squad Damage Reports	0	0
AUXILIARY DEPUTIES		
Ride-A-Long Hours	0	0
Auxiliary Hours	135	32
TOTAL AUXILIARY HOURS	135	32
EVIDENCE/PROPERTY ROOM		
New Items into Property Room	50	101
Disposal Orders Processed	24	21
Items Disposed Of	166	173
Items Sent to Crime Lab for Processing	2	11
Pounds of Prescription Meds Collected from Drop Box	16	8
INVESTIGATIONS/COPS ACTIVITIES		
Total Assigned Cases (Patrol/Invest)	43	33
Total Closed Cases (Patrol/Invest)	49	41
Total Open Cases (Patrol/Invest)	120	118
Community Policing Meetings/Presentations	21	23
Sex Offender / Violent Offenders Against Youth Registrations		
Sex Offender Registrations	10	13
Sex Offender - Address Verifications Completed	0	0
Sex Offender - Address Verification Attempted	0	0
Total # of Sex Offenders- Jurisdiction	31	33
Total # of Sex Offenders- Entire County	80	84
Violent Offenders Against Youth Registrations	0	0
VOAY - Address Verification Completed	0	0
VOAY - Address Verification Attempted	0	0
Total # of VOAY- Jurisdiction	7	7
Total # of VOAY- Entire County	24	23

RECORDS DIVISION

SHERIFF SALES	February-21	February-22
Sales Scheduled	0	14
Sales Cancelled	0	9
Sales Conducted	0	5

CIVIL PAPERWORK		
Papers Filed/Received	184	131
Papers Served/Executed	151	104

REPLEVINS/LEVY		
Replevin/Levy Scheduled	0	0
Replevin/Levy Conducted	0	0

SA, SUBPOENA &FOIA REQUESTS		
Electronic and Recording Copy Requests	54	62
Accident Reports	27	37
Background Checks	22	28
Incidents	53	49
Subpoenas	3	4
TOTAL REQUESTS	159	180

WARRANTS		
Total Warrants on File	1,753	1,731
New Warrants Issued	95	105
Total Warrants Served	85	108
Warrants Quashed	19	20

EVICCTIONS		
Evictions Scheduled for Month	1	9
Evictions Cancelled	0	4
Evictions Conducted	1	5

FEES		
Civil Process Fees	\$7,711	\$8,095
Sheriff Sales Fees	\$0	\$2,100
Records Fees/Fingerprinting	\$240	\$200
Bond Processing Fees	\$1,568	\$1,167
TOTAL FEES COLLECTED	\$9,519	\$11,562

CORRECTIONS DIVISION

JAIL POPULATION		
New Intake Bookings	149	193
Inmates Released	136	197
Federal Inmate ADP	63	64
Kendall County Inmate ADP	62	75
Other Jurisdictions Inmate ADP	20	11
Average Daily Population	145	150

JAIL MEALS		
Number of Meals Prepared Consolidated Food	13,276	12,085
Price Per Meal	\$1.31	\$1.36

INMATE TRANSPORTS	February-21	February-22
To and From Kendall County Courthouse	13	33
Other County Court Transports	2	8
Out of County Prisoner Pickups	6	8
To I.D.O.C	0	1
Medical/Dental Transports	4	12
Court ordered medical transports	1	1
Juvenile To and From Youth Homes/Courts	10	11
Federal Transports	5	12
TOTAL INMATE TRANSPORTS	41	86

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

REVENUE		
Amount Invoiced for Inmates Housed for Other Juris.	\$41,560.00	\$21,210.00
Amount Invoiced for Federal Housing	\$140,800	\$142,640
Amount Invoiced for Federal Court Transport	\$250	\$1,077
Amount Invoiced for Federal Medical Transport	\$378	\$1,202
TOTAL INVOICED	\$182,988	\$166,129

MEDICAL BILLING		
Medical Contractual Services	\$15,840	\$20,809
Prescriptions	\$5,170	\$6,021
Medical	\$542	\$3,081
Dental	\$0	\$0
Emergency Medical Services	\$353	\$757
Medical Supplies	\$450	\$706
TOTAL MEDICAL BILLING	\$22,355	\$31,374

Outstanding FTA Fees		
FTA Fees- Outstanding	\$300	\$600

COURT SECURITY		
Entries	6,680	8,174
Items X-rayed	1,869	3,574
Bond Call - In Person	8	7
Bond Call - Video	32	32
Kendall Prisoners	48	72
Other Prisoners	3	6
Arrests made at Courthouse	18	18
Contraband Refused	60	60

ELECTRONIC HOME MONITORING

TOTAL DEFENDANTS ORDERED TO EHM	
Juvenile	13
Adult	58
TOTAL PARTICIPANTS	71

Orders	
Presentenced	68
Bischof	32
Post Sentenced	3

Days Defendants Served on EHM	February-21	February-22
Juvenile		255
Adult		1,511
TOTAL DAYS		1,766

EHM VIOLATIONS		
Juvenile		3
Adult		14
TOTAL VIOLATIONS		17

COST vs. COLLECTIONS		
Cost		\$4,645
Collected		\$6,445

KCSO TRAINING

CORRECTIONS DIVISION		
NATURE OF TRAINING		
40 Hour Instructor Development		40
40 Hour First Line Supervisory Skills		40
Bond Call Training		7.75
CourtSmart		0.5
Lexipol DTB's		24
Policy 512 Review		1.5
PPCT Refresher		101.5
Taser Instructor		8
Use of Force Update for Admin. & Supervisors		8
TOTAL HOURS	23	231

OPERATIONS DIVISION		
NATURE OF TRAINING		
40 Hour First Line Supervisory Skills		40
Alco-Sensor Online		1
CourtSmart		18
Cultural Competency		1
Duty Firearms Qualification		1
FTO School San Jose Model		40
LEADS Less Than Full Access		4
LEADS Re-Cert		3
Lexipol DTB's		25.5
Off Duty Qualification		1
Policy Review		336
Roll Call Training		6
Taser Instructor		8
Use of Force Update for Admin. & Supervisors		8
Use of Force: Train the Trainer		16
TOTAL HOURS	723	509

COURT SECURITY		February-21	February-22
NATURE OF TRAINING			
CourtSmart			3.5
Lexipol DTB's			4.5
Policy 502 Review			1.75
Policy 512 Review			0.25
TOTAL HOURS		15	10
ADMINISTRATION DIVISION			
NATURE OF TRAINING			
			0
TOTAL HOURS		11	0
AUXILIARY			
NATURE OF TRAINING			
Lexipol/Policy review			7.25
Anti-Discrimination/Anti-Harassment			3.5
LIDAR/Radar			2
TOTAL HOURS		0.0	13
PART TIMERS			
NATURE OF TRAINING			
CourtSmart			2
Lexipol DTB's			4.5
TOTAL HOURS			7

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: Kendall County	DUNS#: 361779440	NOFO ID: 2096-988	Grant #: 322116
CFSA Number: 546-00-2096	CSFA Short Description: IFVCC	State Fiscal Year(s): 2022	Project Period: July 1, 2021 - June 30, 2022

All applicants must complete the cells highlighted in blue. The remaining cells will be automatically filled as you complete the Budget Worksheets. Eligible applicants requesting funding for only one year should complete the column under "Year 1." **Please read all instructions before completing form.**

SECTION A -- FEDERAL/STATE OF ILLINOIS FUNDS

Revenues	Year 1		
(a). State of Illinois Grant Amount Requested	\$ 54,300		

BUDGET SUMMARY - FEDERAL/STATE OF ILLINOIS FUNDS

Budget Expenditure Categories <i>OMB Uniform Guidance Federal Awards Reference 2 CFR 200</i>	Year 1		
1. Personnel (Salaries & Wages) 200.430	\$ -		
2. Fringe Benefits 200.431	\$ -		
3. Travel 200.474	\$ -		
4. Equipment 200.439	\$ -		
5. Supplies 200.94	\$ 372		
6. Contractual Services (200.318) & Subawards (200.92)	\$ 53,928		
16. Total Direct Costs (lines 1-15) 200.413	\$ 54,300		
17. Indirect Costs* (see below) 200.414			
Rate: ___% Base: \$___	\$ -		
18. Total Costs State Grant Funds (lines 16 and 17)	\$ 54,300		

SECTION - A (continued) Indirect Cost Rate Information

If your organization is requesting reimbursement for indirect costs on line 17 of the Budget Summary, please select one of the following options.

1) Our Organization receives direct Federal funding and currently has a Negotiated Indirect Cost Rate Agreement (NICRA) with our Federal Cognizant Agency. A copy of this agreement will be provided to the State of Illinois' Indirect Cost Unit for review and documentation before reimbursement is allowed. This NICRA will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations.

NOTE: (If this option is selected, please provide basic Negotiated Indirect Cost Rate Agreement information in area designated below)

Your Organization may not have a Federally Negotiated Indirect Cost Rate Agreement. Therefore, in order for your Organization to be reimbursed for Indirect Costs from the State of Illinois, your Organization must either:

- A. Negotiate an Indirect Cost Rate with the State of Illinois' Indirect Cost Unit with guidance from your State Cognizant Agency on an annual basis.
- B. Elect to use the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois Awards.
- C. Use a Restricted Rate designated by programmatic or statutory policy. (See Notice of Funding Opportunity for Restricted Rate Programs)

2a) Our Organization currently has a Negotiated Indirect Cost Rate Agreement with the State of Illinois that will be accepted by all State of Illinois Agencies up to any statutory, rule-based or programmatic restrictions or limitations. Our Organization is required to submit a new Indirect Cost Rate Proposal to the Indirect Cost Unit within six (6) months after the close of each fiscal year (2 CFR 200 Appendix IV (C)(2)(c)).

NOTE: (If this option is selected, please provide basic Indirect Cost Rate information in area designated below)

2b) Our Organization currently does not have a Negotiated Indirect Cost Rate Agreement with the State of Illinois. Our Organization will submit our initial Indirect Cost Rate Proposal (ICRP) immediately after our Organization is advised that the State award will be made and, in no event, later than three (3) months after the effective date of the State award (2 CFR 200 Appendix IV (C)(2)(b)). The initial ICRP will be sent to the State of Illinois' Indirect Cost Unit.

NOTE: (Check with your State of Illinois Agency for information regarding reimbursement of indirect costs while your proposal is being negotiated)

3) Our Organization has never received a Negotiated Indirect Cost Rate Agreement from either the Federal government or the State of Illinois and elects to charge the de minimis rate of 10% modified total direct cost (MTDC) which may be used indefinitely on State of Illinois awards (2 CFR 200.414 (c)(4)(f) & (200.68)).

NOTE: (Your Organization must be eligible, see 2 CFR 200.414 (f), and submit documentation on the calculation of MTDC within your Budget Narrative under Indirect Costs)

4) For Restricted Rate Programs (check one) -- Our Organization is using a restricted indirect cost rate that:
 Is included as a "Special Indirect Cost Rate" in our NICRA (2 CFR 200Appendix IV (5) Or;
 Complies with other statutory policies (please specify):

The Restricted Indirect Cost Rate is _____%

5) No reimbursement of Indirect Cost is being requested. (Please consult your program office regarding possible match requirements)

Basic Negotiated Indirect Cost Rate Agreement information if Option (1) or (2a) is selected

Period Covered by the NICRA:	_____
Approving Fed/State Agency (please specify):	_____
The Indirect Cost Rate is:	_____ %
The Distribution Base is:	_____

STATE OF ILLINOIS	UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: Kendall County	DUNS#: 361779440	NOFO ID: 2096-988	Grant #: 322116
CFSA Number: 546-00-2096	CSFA Short Description: IFVCC	State Fiscal Year(s): 2022	Project Period: July 1, 2021 - June 30, 2022

Note: Please see ICJIA Specific Instructions tab for additional information about filling out this sheet.

(2 CFR 200.415)

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate and that any false, fictitious, or fraudulent information or the omission of any material fact, could result in the immediate termination of my grant award(s). "

Implementing Agency		Program Agency
Kendall County	Kendall County	Kendall County
Name of Applicant Institution/Organization	Name of Applicant Institution/Organization	Institution/Organization
_____	_____	_____
Signature	Signature	Signature
Jill Ferko	Scott Gryder	Alice Elliott
Name of Official	Name of Official	Name of Official
Kendall County Treasurer	Kendall County Board President	Director of Probation
Title	Title	Title
Chief Financial Officer (or equivalent)	Executive Director (or equivalent)	Executive Director (or equivalent)
_____	_____	_____
Date of Signature	Date of Signature	Date of Signature

Note: The State awarding agency may change required signers based on the grantee's organizational structure. The required signers must have the authority to enter into contractual agreements on behalf of the organization.

effective 4/1/2022

FFATA Data Collection Form (See instructions below to determine if this form needs to be completed)

Under FFATA, any implementing agency that receives \$25,000 or more from federal funds for this award must provide the following information for federal reporting. Please fill out the following form accurately and completely. To confirm whether federal funds are part of this award, please refer to the CFDA number on the Notice of Funding Opportunity. If there is no CFDA number, then this award does not include federal funds.

Grantee (or Subgrantee) DUNS:					
Grantee (or Subgrantee) Name:					
Grantee (or Subgrantee) DBA:					
Grantee (or Subgrantee) Address:					
City:		State:		Zip+4:	Congressional District:
Grantee (or Subgrantee) Principal Place of Performance:					
City:		State:		Zip+4:	Congressional District:
Grant #: 322116 Award Amount: \$ 54,300 Project Period: July 1, 2021 - June 30, 2022					
State of Illinois Awarding Agency: Illinois Criminal Justice Information Authority					
CSFA Short Description: IFVCC					
Under certain circumstances, grantee (or subgrantee) must provide names and total compensation of its top 5 highly compensated officials. Please answer the following two questions and follow the instructions:					
Q1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches and all affiliates worldwide) receive (1) 80% or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements and (2) \$25,000,000 or more in annual gross revenue from U.S. federal contracts, subcontracts, loans, grants, subgrants and/or cooperative agreements?					
Yes <input type="checkbox"/> If yes, must answer Q2 below.					
No <input type="checkbox"/> If no, you are not required to provide data.					
Q2. Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Security Exchange Act of 1934 (5 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue code of 1986 (i.e., on IRS Form 990)?					
Yes <input type="checkbox"/> If yes, you are not required to provide data.					
No <input type="checkbox"/> If no, you must provide the data. Please fill out the rest of this form.					
Please provide names and total compensation of the top five officials:					
Name:		Amount:			
Name:		Amount:			
Name:		Amount:			
Name:		Amount:			
Name:		Amount:			

Section C - Budget Worksheet & Narrative

1). **Personnel (Salaries & Wages)** (2 CFR 200.430) --List each position by title and name of employee, if available. Show the annual salary rate and the percentage of time to be devoted to the project and length of time working on the project. Compensation paid for employees engaged in grant activities must be consistent with that paid for similar work within the applicant organization. Include a description of the responsibilities and duties of each position in relationship to fulfilling the project goals and objectives in the narrative space provided below. Also, provide a justification and description of each position (including vacant positions). Relate each position specifically to program objectives. Personnel cannot exceed 100% of their time on all active projects.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Name	Position	Computation				Federal/State Amount	Match	Total Cost			
		Salary or Wage	Basis (Yr./Mo./Hr.)	% of Time	Quantity (based on Yr/Mo/Hr)						
								\$ -			
								\$ -			
								\$ -			
								\$ -			
								\$ -			
								\$ -			
								\$ -			
								\$ -			
								\$ -			
<i>Total</i>						\$	-	\$	-	\$	-

Personnel Narrative:

Section C - Budget Worksheet & Narrative

3). **Travel** (2 CFR 200.474)-- Travel should include: origin and destination, estimated costs and type of transportation, number of travelers, related lodging and per diem costs, brief description of the travel involved, its purpose, and explanation of how the proposed travel is necessary for successful completion of the project. In training projects, travel and meals for trainees should be listed separately. Show the number of trainees and unit cost involved. Identify the location of travel, if known; or if unknown, indicate "location to be determined." Indicate source of Travel Policies applied, Applicant or State of Illinois Travel Regulations. **NOTE:** Dollars requested in the travel category should be for staff travel only. Travel for consultants should be shown in the contractual category along with the consultant's fee. Travel for training participants, advisory committees, review panels and etc., should be itemized the same way as indicated above and placed in the "Miscellaneous" category.

Column G ("Basis") defines the quantity being measured. For example, if your expense is two nights in a hotel, the basis is "Nights." If the expense is 300 miles, the basis is "Miles."

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Purpose of Travel (brief description)	Location	Computation						Federal/State Amount	Match	Total Cost
		Items	Cost Rate	Quantity	Basis	# Staff	# of Trips			
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
										\$ -
Total								\$ -	\$ -	\$ -

Travel Narrative:

Section C - Budget Worksheet & Narrative

5). Supplies (2 CFR 200.94) --List items by type (office supplies, postage, training materials, copying paper, and other expendable items such as books, hand held tape recorders) and show the basis for computation. Generally, supplies include any materials that are expendable or consumed during the course of the project.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Supply Items	Computation			Federal/State Amount	Match	Total Cost
	Quantity/ Duration	Cost	Pro-Rated Share (Put 100% if cost is not pro-rated)			
<i>Office Supplies</i>	1	\$ 372.00	100.00%	\$ 372		\$ 372
						\$ -
						\$ -
						\$ -
						\$ -
						\$ -
<i>Total</i>				\$ 372	\$ -	\$ 372

Supplies Narrative:

- Office Supplies comprise consumables: printing paper, toner & drum, staples, folders, file labels, presentation supplies, paper clips, tape, clipboards, flash drives, notebooks. Office Supplies include the above and other related materials that will be needed that will not exceed \$50 per unit.

effective 4/1/2022

Section C - Budget Worksheet & Narrative

6. Contractual Services (2 CFR 200.318) & Subawards (200.92) -- Provide a description of the product or service to be procured by contract and an estimate of the cost. Applicants are encouraged to promote free and open competition in awarding contracts. Federal rules require a separate justification must be provided for sole source contracts in excess of \$150,000 (See 2 CFR 200.88). **However, ICJIA has additional requirements for sole source contracts of other amounts. The applicant must contact the ICJIA grant monitor or program administrator for additional information.** This budget category may include **subawards**. Provide separate budgets for each subaward or contract, regardless of the dollar value and indicate the basis for the cost estimates in the narrative. Describe products or services to be obtained and indicate the applicability or necessity of each to the project.

Please also note the differences between subaward, contract, and contractor (vendor):

- 1) Subaward (200.92) means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal/State award, including a portion of the scope of work or objectives. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal/State program.
- 2) Contract (200.22) means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward.
- 3) "Vendor" or "Contractor" is generally a dealer, distributor or other seller that provides services in support of the project activities. This can include utilities, leases, computing costs, audit costs, and similar types of costs.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Description	Computation				Federal/State Amount	Match	Total Cost
	Cost per Basis	Basis	Length of Time	Pro-Rated Share (Put 100% if cost is not pro-rated)			
<i>FVCC Coordinator (Robin Pelfrey)</i>	\$ 28.00	hour	1488	100.00%	\$ 41,664		\$ 41,664
<i>Stipends</i>	\$ 20.00	hour	365	100.00%	\$ 7,300		\$ 7,300
<i>Technology Fees</i>	\$ 114.90	month	12	100.00%	\$ 1,379		\$ 1,379
<i>Learning Management System-monthly fees</i>	\$ 69.20	month	12	100.00%	\$ 830		\$ 830
<i>Learning Management System-Customization Contractor</i>	\$ 1,800.00	year	1	100.00%	\$ 1,800		\$ 1,800
<i>Learning Management System-Apps Purchase</i>	\$ 597.00	year	1	100.00%	\$ 597		\$ 597
<i>Contractual Employee Travel</i>	\$ 358.00	year	1	100.00%	\$ 358		\$ 358
Total					\$ 53,928	\$ -	\$ 53,928

Contractual Narrative:

- **Stipends-** to Community Crisis Center, Mutual Ground, Safe Passage, AIM-Center for Independent Living and Senior Service Associates to partcipat in council meetings and activites and assist with training activities. Amounts are TBD and subcontractor packets will be completed and submitted for approvals as required by ICJIA.
- **FVCC Coordinator-** compensation for managing council activities. LCC hours are based on approx 29 hours a week for 49 weeks. Additional hours for compensation for managing council activities-and developing learning management system
- **Learning Management System -** Monthly fees for LearnWorlds & Thinkific, Mazetech & FAQ apps
- **Learning Management Customization Contractor-** Excelsior Web Design
- **Learning Management System Apps One-Time Purchase-**Flix, Ding, and PlaYEAH!
- **Contractual Employee Travel**
 - **to Springfield annual LCC meeting:**Travel costs are estimated for 1 day meeting- driving and returning in same day
 - Rental Car: (2 days because return must be late in day \$123. With 13% tax/fees -138.99. Round to \$140.)
 - Meal Reimbrsement: 1 day \$22
 - Gas: round trip approx. 400 miles/30 mpg*\$5 per gallon=\$65. Round to \$75. Mileage is the most economical mode for this travel
 - **for Local Council business:** including trainings, meetings and events for grant period. Mileage is most economical mode for this travel. Estimated 216 miles annually *.56=\$121 Mileage is the most economical mode for this travel

effective 4/1/2022

Section C - Budget Worksheet & Narrative

16. Indirect Cost (2 CFR 200.414) --Provide the most recent indirect cost rate agreement information with the itemized budget. The applicable indirect cost rate(s) negotiated by the organization with the cognizant negotiating agency must be used in computing indirect costs (F&A) for a program budget. The amount for indirect costs should be calculated by applying the current negotiated indirect cost rate(s) to the approved base(s). After the amount of indirect costs is determined for the program, a breakdown of the indirect costs should be provided in the budget worksheet and narrative below.

Note: Please see ICJIA Specific Instructions tab for additional information for completing this section.

Description	Computation		Federal/State Amount	Match	Total Cost
	Base	Rate			
					\$ -

Indirect Cost Narrative:

This is to certify that I have reviewed the indirect cost rate proposal and grant agreement budget, and to the best of my knowledge and belief:

- (1) The costs included in the proposal to establish the final indirect costs rate for this project period are not listed in the budget as a direct cost.
- (2) The indirect costs charged to this grant agreement are not included as direct costs in a different grant agreement with the Criminal Justice Information Authority (Authority) or any other grantor.
- (3) The direct costs listed in this budget are not charged as indirect costs in a different grant agreement with the Authority or any other grantor.

Violation of this certification may result in a range of penalties, including suspension of funds under this program, termination of this agreement, suspension or debarment from receiving future grants, recoupment of monies provided under this grant, and all remedies allowed under the Illinois Grant Recovery Act (30 ILCS 708/1 et seq.)

Institution/Organization

Institution/Organization

Signature

Signature

Name of Official

Name of Official

Title
Chief Financial Officer (or equivalent)

Title
Executive Director (or equivalent)

Date of Signature

Date of Signature

Section C - Budget Worksheet & Narrative

Budget Summary--When you have completed the budget worksheet, transfer the totals for each category to the spaces below to the uniform template provided (SECTION A & B). Verify the total costs and the total project costs. Indicate the amount of State requested funds and the amount of non-State funds that will support the project.

<i>Budget Category</i>	<i>Federal/State Amount</i>	<i>Match Amount</i>	<i>Total Amount</i>
1. Personnel	\$ -	\$ -	\$ -
2. Fringe Benefits	\$ -	\$ -	\$ -
3. Travel	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -
5. Supplies	\$ 372.00	\$ -	\$ 372.00
6. Contractual Services	\$ 53,928.00	\$ -	\$ 53,928.00
16. Indirect Costs	\$ -	\$ -	\$ -
TOTAL PROJECT COSTS	\$ 54,300.00	\$ -	\$ 54,300.00

ICJIA Agency Approval	STATE OF ILLINOIS UNIFORM GRANT BUDGET TEMPLATE (updated by ICJIA)	AGENCY: Illinois Criminal Justice Information Authority	
Implementing Agency Name: Kendall County	DUNS#: 361779440	NOFO ID: 2096-988	Grant #: 322116
CFSFA Number: 546-00-2096	CSFA Short Description: IFVCC	State Fiscal Year(s): 2022	Project Period: July 1, 2021 - June 30, 2022

FOR ICJIA USE ONLY

Final Budget Amount Approval

<u>Final Total Budget Amount</u>	<u>ICJIA Program Staff Name</u>	<u>ICJIA Program Staff Signature</u>	<u>Date</u>
<u>Final Total Award Amount (if different)</u>	<u>ICJIA Fiscal & Administrative Staff Name</u>	<u>ICJIA Fiscal & Administrative Signature</u>	<u>Date</u>

Budget Revision Amount Approval

<u>Final Revised Budget Amount</u>	<u>ICJIA Program Staff Name</u>	<u>ICJIA Program Staff Signature</u>	<u>Date</u>
<u>Final Total Award Amount (if different)</u>	<u>ICJIA Fiscal & Administrative Staff Name</u>	<u>ICJIA Fiscal & Administrative Signature</u>	<u>Date</u>

Budget Revision Amount Approval

<u>Final Revised Budget Amount</u>	<u>ICJIA Program Staff Name</u>	<u>ICJIA Program Staff Signature</u>	<u>Date</u>
<u>Final Total Award Amount (if different)</u>	<u>ICJIA Fiscal & Administrative Staff Name</u>	<u>ICJIA Fiscal & Administrative Signature</u>	<u>Date</u>

§200.308 Revision of budget and program plans

(e) The Federal/State awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal/State awards in which the Federal/State share of the project exceeds the Simplified Acquisition Threshold and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent or \$1,000 per detail line item, whichever is greater of the total budget as last approved by the Federal/State awarding agency. The Federal/State awarding agency cannot permit a transfer that would cause any Federal/State appropriation to be used for purposes other than those consistent with the appropriation.



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



INTEROFFICE MEMORANDUM

To: Sheriff Baird
From: Chief Deputy Peters
Date: March 23, 2022
Re: ITB for Jail Food Services
Copies: Law, Justice & Legislation Committee

On March 15, 2022 the Kendall County Sheriff's Office received a fax from Consolidated Correctional Food Services, serving as their termination notice. Consolidated quoted the increase in labor, food, and support costs as their reason for terminating the contract. They will end their service in 180 days, the last day serving food to the inmates in the jail would be September 11, 2022.

Consolidated stated that if Kendall County desired to continue with their services then they would require an increase of 20% through this fiscal year, amounting to an approximate additional \$30,225 this year. Then they would require an additional increase based upon the Food Away From Home CPI-U, being an approximate 6.8% increase for fiscal year 2023 the last year of this contract. This would account for a projected increase of \$56,021 or a 25% increase over our projected increase of \$6,438 as the current contract rate would increase 4 cents per meal.

Due to Consolidated Food Service's termination of the contract, we would like the approval to promptly move forward with an Invitation to Bid for these services. The ITB will be reviewed by the State's Attorney's Office prior to being posted.

Sincerely,

A handwritten signature in black ink, appearing to read "M Peters".

Chief Deputy Michael Peters

AGREEMENT

Gateway Foundation, Inc. & the Kendall County Problem Solving Courts

This Agreement, made and entered into this 30th Day of December, 2021 by and between the COUNTY OF KENDALL, a body corporate and politic (hereinafter referred to as "COUNTY"), the KENDALL COUNTY PROBLEM SOLVING COURTS (hereinafter referred to as KCPSC), and GATEWAY FOUNDATION, INC. (hereinafter referred to as "PROVIDER"). For and in consideration of the mutual promises set forth herein, the parties agree as follows:

1. SCOPE OF SERVICES

PROVIDER shall perform the tasks outlined in Attachment A, "Scope of Services to Be Provided" (hereinafter referred to as "SERVICES"). The additional provisions identified in Attachment A are attached hereto and made a part of this Agreement, as if fully set forth herein.

2. TERM OF AGREEMENT

This Agreement will commence as of July 1, 2021 and continue until June 30, 2022, the close of the State Fiscal Year.

3. TERMINATION OF AGREEMENT

Notwithstanding any other provision, hereof, either party may terminate this Agreement at any time upon thirty (30) days prior written notice to the other party. In the event that this Agreement is so terminated, the PROVIDER shall be paid for services provided prior to termination, and for the completion of services for clients that began treatment prior to termination or expiration hereunder consistent with the terms set forth under Attachment A.

4. COMPENSATION

The COUNTY will pay PROVIDER the rate of \$396.00 per day for participants eligible for and actually receiving Residential treatment; in no event shall the rates for services be lower than the current SUPR/Medicaid rates. The Parties agree to meet in good faith to revise the contract rates in the event the rates for service are lower than the current SUPR/Medicaid rates. Notwithstanding the County's obligations hereunder, if the participant is currently covered by Medicaid, private medical insurance, or other insurance, Medicaid, private insurance, or other insurance will be billed first for covered services, subject to applicable law. The County of Kendall funds will be available for those KCPSC participants who have no third party coverage or who have exhausted such third party benefits. Implementing Agency and Contractor agree that payment for services to the contractor may not exceed \$47,520, the approved budgeted amount allocated for inpatient treatment. Unless a budget revision, and subsequent addendum to this agreement is signed and approved by all parties \$47,520 is the maximum payable amount under this contract. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.).

5. INDEMNIFICATION

PROVIDER shall indemnify, hold harmless and defend the COUNTY, KCPSC, their past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in the Agreement or ancillary documents and any breach by PROVIDER of any representations or warranties made pursuant to this agreement (collectively, the "Claims"), which result from the duties and obligations of the PROVIDER.

Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, at its sole cost and expense, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the COUNTY or its Releasees pursuant to this Section of the Agreement unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in their defense shall not remove PROVIDER's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement. Provider shall have no obligation to indemnify, defend or hold harmless Releasees for claims caused by the negligent or willful misconduct of Releasees.

6. NO PERSONAL LIABILITY

No official, director, officer, agent or employee of the COUNTY, the KCPSC or PROVIDER shall be charged personally or held contractually liable under any term or provision of this Agreement or because of their execution, approval or attempted execution of this Agreement.

7. INSURANCE

The PROVIDER shall maintain policies of Worker's Compensation, General Liability and professional liability insurance, which shall be deemed as primary coverage for PROVIDER and its officers, employees, agents, independent contractors and volunteers, and the COUNTY and the KCPSC shall be named as additional insureds with respect to all liability coverage. PROVIDER shall provide to KCPSC and COUNTY a current Certificate of Insurance in minimum coverage of \$1,000,000 per occurrence and \$3,000,000 aggregate. The Certificate of Insurance shall include contractual obligation assumed by the PROVIDER under Article 6, entitled "Indemnification" and shall reference the COUNTY and the KCPSC as additional insureds. Further, all liability and workers' compensation policies must include a waiver of subrogation in favor of the COUNTY and KCPSC.

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the KCPSC and COUNTY, unless there is another

third party providing insurance and then that third party's insurance will be primary. There shall by no endorsement or modification of this insurance to make is excess over other available insurance, alternatively, if the insurance states that it is excess or prorated, it shall by endorsed to be primary with respect to the KCPSC and COUNTY.

8. NONDISCRIMINATION

PROVIDER, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

In all hiring or employment made possible or resulting from this Agreement, there shall be no discrimination against any employee or applicant for employment because of sex, age, race, color, creed, national origin, marital status, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification, and this requirement shall apply to, but not be limited to, the following: employment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, marital status, or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this Agreement and shall be grounds for cancellation, termination or suspension, in whole or in part, of the Agreement by the COUNTY and KCPSC.

9. DELEGATIONS AND SUBCONTRACTORS

Any assignment, delegation or subcontracting shall be subject to all the terms, conditions and other provisions of this Agreement and the PROVIDER shall remain liable to the COUNTY with respect to each and every item, condition and other provision hereof to the same extent that the PROVIDER would have been obligated if it had done the work itself and no assignment, delegation or subcontract had been made. Any assignment, delegation, or subcontracting of any interest or responsibility under this Agreement shall require the COUNTY's and the KCPSC's advance written approval.

10. NO CO-PARTNERSHIP OR AGENCY

The relationship between the parties is that of a buyer and seller of services and as such the PROVIDER is an independent contractor of the COUNTY and KCPSC in the performance of the SERVICES. This Agreement shall not be construed so as to create a partnership, joint venture, employment or other agency relationship between the parties hereto. The PROVIDER is not an employee or the agent of the COUNTY or of the KCPSC for any purpose.

PROVIDER understands and agrees that PROVIDER is solely responsible for paying all wages, benefits and any other compensation due and owing to PROVIDER's officers, employees, and agents for the performance of services set forth in the Agreement. PROVIDER further understands and agrees that PROVIDER is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for PROVIDER's officers, employees and/or agents who perform services as set forth in the Agreement. PROVIDER also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of PROVIDER, PROVIDER's officers, employees and agents and agrees that COUNTY and KCPSC are not responsible for providing any insurance coverage for the benefit of PROVIDER, PROVIDER's officers, employees and agents.

11. HEADINGS

The headings of the several paragraphs of this Agreement are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit or describe the scope or intent of any provision of this Agreement, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12. MODIFICATION OR AMENDMENT

This Agreement and its attachments constitute the entire Agreement of the parties on the subject matter hereof and may not be changed, modified, discharged or extended except by written amendment duly executed by the parties. Each party agrees that no representations shall be binding upon the other parties unless expressed in writing herein or in a duly executed amendment hereof.

13. COMPLIANCE WITH LAWS

Notwithstanding any other provision of this Agreement it is expressly agreed and understood that in connection with the performance of this Agreement that the PROVIDER shall comply with all applicable Federal, State, Municipal, and other requirements of law, including but not limited to, any applicable requirements regarding prevailing wages, minimum wage, workplace safety and legal status of employees. Without limiting the foregoing, PROVIDER hereby certifies, represents and warrants to the COUNTY and KCPSC that all PROVIDER's employees and/or agents who will be providing services with respect to this Agreement shall be legal residents of the United States. PROVIDER shall also at its expense secure all permits and licenses, pay all charges and fees and give all notices necessary and incident to the due and lawful performance of the SERVICES provided by this Agreement. The COUNTY and KCPSC shall have the right to audit any records in the possession or control of the PROVIDER necessary to determine the PROVIDER's compliance with the provisions of this paragraph. In the event that the KCPSC and/or COUNTY proceeds with such an audit the PROVIDER shall make available to the KCPSC and/or COUNTY the PROVIDER relevant records in the possession of PROVIDER at no cost to the KCPSC and/or COUNTY. Such audit shall be performed during office hours, upon reasonable notice to PROVIDER, and such audit shall not be requested on more than an annual basis. PROVIDER shall pay any necessary and reasonable costs associated with any such audit.

As a healthcare service provider, PROVIDER is subject to various federal, state and local statutes, laws, ordinances and regulations, including, without limitation, the Healthcare Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), and the federal Confidentiality of Substance Use Disorder Patient Records regulations, found at Title 42 of the Code of Federal Regulations (CFR), part 2 (“42 CFR part 2”) and federal and state HIV & AIDS confidentiality statutes, laws and regulations. KCPSC acknowledges that PROVIDER’s client information is protected under applicable federal and state statutes, laws, and regulations and may be disclosed only in accordance with such applicable federal and state statutes, laws, and regulations. Prior to the release of any client information, PROVIDER will obtain signed client authorization when required by any applicable law.

Both parties affirm no COUNTY officer or elected official has a direct or indirect pecuniary interest in PROVIDER or this Agreement, or, if any COUNTY officer or elected official does have a direct or indirect pecuniary interest in PROVIDER or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

14. CHOICE OF LAW AND VENUE

This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

15. ENTIRE AGREEMENT

This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

16. COUNTERPARTS

This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

17. WAIVER

COUNTY, KCPSC, and/or PROVIDER’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.

18. AUTHORITY TO EXECUTE AGREEMENT

The COUNTY, KCPSC, and PROVIDER each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

For the County of Kendall:

Dated this _____ day of _____, 2021.

The COUNTY OF KENDALL

By: _____
Scott Gryder
County Board President
Kendall County, Illinois

For the PROVIDER:

Dated this _____ day of _____, 2021.

Gateway Foundation, Inc.

By: _____
Thomas P. Britton
President and CEO
Gateway Foundation, Inc.

For the KCPSC:

Dated this 24th day of March, 2021.

Kendall County Problem Solving Courts

By: M Moore
Melissa Moore,
Problem Solving Court Coordinator
Kendall County Problem Solving Courts

ATTACHMENT A
SCOPE OF SERVICES TO BE PROVIDED BY THE GATEWAY FOUNDATION, INC.,
LAKE VILLA, CHICAGO INDEPENDENCE AND AURORA FACILITIES TO THE
KENDALL COUNTY PROBLEM SOLVING COURTS

Gateway Foundation, Inc. agrees to do the following to assist the Kendall County Problem Solving Courts:

- 1) Provide comprehensive assessment and residential treatment for Kendall County Problem Solving Courts (hereinafter "KCPSC") participants who need residential substance abuse services.
- 2) Provide a substance abuse assessment report to the KCPSC for each referral within 5 business days of admission.
- 3) Provide individual, group and/or family therapy services in a residential setting that are culturally competent and evidence-based. The frequency of individual and family therapy will be provided on an individual basis.
- 4) Submit a treatment plan for each participant to the KCPSC Coordinator, or designee, during the first two weeks of treatment by email or fax, along with the primary treatment provider's name and contact information.
- 5) Once a treatment plan has been implemented, submit treatment progress updates and reports, in written form via email or fax to the KCPSC Coordinator, or designee, at least 24 hours prior to each court date. Gateway would request one week notice of each court date.
- 6) Notify the KCPSC Coordinator, or designee, via phone or email within 48 hours of occurrence, if the PROVIDER has issues or concerns with the participant between court dates.
- 7) Maintain direct and consistent communication either by phone or email between the PROVIDER and the KCPSC Coordinator, or designee.
- 8) Provide additional treatment updates as requested by the KCPSC Coordinator, or designee. These shall be provided within 48 hours of request. Information deemed critical by the treatment provider shall be shared with the KCPSC Coordinator, or designee, immediately.
- 9) Provide a discharge plan including potential referrals to halfway houses within one (1) week of admission to residential treatment.
- 10) Provide a comprehensive discharge summary to the KCPSC Coordinator, or designee, within 48 hours of discharge from residential treatment.
- 11) Provide notification to the KCPSC staff when a participant leaves treatment against medical advice (hereinafter "AMA") as soon as this information is available. If a participant leaves Gateway AMA, Gateway shall bill the KCPSC only for the time that the participant was actually in the facility. Priority for re-admission will be given to KCPSC participants who leave the facility AMA and return within 24 hours (following Gateway procedures). If a KCPSC participant is terminated by Gateway due to behavioral violations of the program he/she will not be allowed to return to treatment.

- 12) Provide a treatment plan for those KCPSC participants who receive medically-assisted treatment including alternatives that have been tried, potential end-date and treatment protocols.
- 13) Request required information from the KCPSC staff when completing assessments with KCPSC participants in order to insure that accurate and complete information about the participant is used in the assessment.
- 14) Provide information regarding KCPSC participant evaluations in writing to the KCPSC Coordinator, or designee, upon receipt of appropriate releases of information signed by the KCPSC participant.
- 15) No treatment provider or counselor shall have any discussion with any KCPSC participant regarding potential sanctions or incentives that the Court may implement.
- 16) No treatment provider or counselor shall advise the KCPSC participants of any information regarding the KCPSC unless the information was already openly discussed in the KCPSC with the participant.
- 17) Submit monthly invoices in a format agreed upon by PROVIDER and the KCPSC.

Kendall County Problem Solving Courts agrees to do the following to assist Gateway Foundation, Inc.:

- 1) Provide necessary Judicial and community supervision for all KCPSC participants.
- 2) Refer appropriate KCPSC participants for treatment.
- 3) Discuss treatment reports provided by PROVIDER at weekly staff meetings.
- 4) Inform KCPSC participants of the KCPSC's willingness and ability to pay for services (as detailed below).
- 5) Provide any other pertinent information related to the participant's involvement with the KCPSC relevant to treatment decisions.
- 6) Pay authorized residential treatment at the rate of \$396.00 per day for participants eligible for residential treatment at the PROVIDER's Lake Villa, Chicago Independence, and Aurora facility.
- 7) If the KCPSC participant is currently covered by Medicaid, private medical insurance, or other insurance, Medicaid, Private insurance, or the other insurance will be billed first for covered services. The County of Kendall funds will be available for those KCPSC participants who have no third party coverage.
- 8) All payments will be made to PROVIDER in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.).