

County of Kendall, Illinois
LAW, JUSTICE, AND LEGISLATION COMMITTEE
Kendall County Courthouse
807 W. John Street, Jury Assembly Room, Yorkville, Illinois
Monday, August 12, 2019 ~ 3:15 p.m.
Meeting Agenda

1. Call to order

2. Pledge of Allegiance to the American Flag

3. Roll call and determination of a quorum: Tony Giles (Chair), Matthew Prochaska (Vice Chair), Judy Gilmour, Audra Hendrix, Robyn Vickers

4. Approval of the Agenda

5. Approval of the July 8, 2019 meeting minutes

6. Public Comment

7. Status reports

- A. Coroner
- B. Emergency Management Agency
- C. Public Defender
- D. Court Services/Probation
- E. Sheriff's Office
 - 1. Operations Division
 - 2. Corrections Division
 - 3. Records Division

8. Old Business

9. New Business

- *Discussion and Approval of Advanced Correctional Healthcare Proposed Rate and Increase of LPN Hours*
- *Discussion and Approval of Agreement between the Kendall County Drug Court and Gateway Foundation, Inc.*
- *Discussion of the Regulation of the Sale of Cannabis in Unincorporated Kendall County*

10. Legislative update

11. Chairman's report/comments

12. Executive Session

13. 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, July 8, 2019
Meeting Minutes

Call to Order and Pledge Allegiance - Chair Tony Giles called the meeting to order at 3:15p.m. who led the Pledge of Allegiance.

Roll Call:

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

With three members present voting aye, a quorum was determined to conduct business.

Others Present: Sheriff Dwight Baird, Public Defender Vicki Chuffo, Court Services Director Alice Elliott, EMA Director Joe Gillespie, Deputy Commander Mitch Hatten, County Administrator Scott Koeppel, Drug Court Coordinator Melissa Moore, Presiding Judge Robert Pilmer, Coroner Jacquie Purcell, Commander Bobby Richardson, Facilities Director Jim Smiley, States Attorney Eric Weis

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

Approval of Minutes – Member Vickers made a motion to approve the June 10, 2019 meeting minutes, second by Member Gilmour. **With three members present voting aye, the motion carried.**

Public Comment - None

Status Reports

Coroner – Coroner Purcell reviewed the monthly report with the committee, and reported 25 deaths: 22 natural, 1 complications from a broken leg received in an accidental fall in home, 2 suicide), and 13 cremation authorizations for the month of June. Coroner Purcell also reviewed the personnel actives and community service hours for the month, including Coroner Purcell facilitating the Lights of Hope support group on June 5th, Chief Deputy Gotte attending the Mental Health First Aid program through NEMRT on June 5th, Coroner Purcell facilitating the Opioid Study Group at the Kendall County Health Department on June 6th, the Coroner’s participation in the Pre-Exercise for the Dresden Drill on June 25th and Chief Deputy Gotte providing a morgue tour for the Criminal Justice Youth Academy on June 27th. **Written report provided.**

Court Services – Written report provided. Alice Elliot provided

EMA – Written report provided. Director Gillespie reported Multi-Agency Search and Rescue Training in Hanover Township on June 8th, with twenty-eight Search and Rescue professionals from seven area agencies participating, including four from Kendall County EMA Search and Rescue.

Gillespie also reported EMA Meeting and Training on June 10th; Exelon and Illinois/Iowa State & County Agency meeting regarding the Electronic Notification Project on June 12th with 2 KenCom Directors and Technology participating; as well as a DHS Regional Resiliency Assessment Program meeting on June 20th.

Monthly Siren, STARCOM and WSPY Emergency Alert System (EAS) testing continued.

Public Defender – Public Defender Chuffo reported continued increase in all areas, and busy with jury trials for the month of June. Written report provided.

Sheriff's Report

- a. Operations Division – Deputy Commander Hatten reported that K-9 Luke will be retiring in the month of July, and K-9 Miko assisted the Plano Police Department this month in the search and recovery of a weapon. Written report provided.
- b. Corrections Division – Written report provided. Commander Richardson reported updated the committee on the utilization of the tablets for the inmates. Richardson stated that the tablets are fully functional now, and that the goal is to provide productive activities for the inmates that will keep them focused on positive goals as opposed to them not being engaged and feeling negative about their incarceration. The tablets will allow inmates to search for jobs, and will provide access to mental health information, a phone, education a law library, and connection to their families, friends and the outside world, as they prepare for re-entry into the community. There is also approved entertainment options such as podcasts, music and games. The tablets are a resource being used to encourage good behavior and are considered a privilege that has to be earned by the inmates.

Sheriff Baird reported he is meeting with Waubensee Community College representatives regarding access to online college courses for inmates on July 23rd.

- c. Records Division – Written report provided.

Old Business - None

New Business

Discussion of the Establishment of a Mental Health Court – Scott Koeppel reported that he met with the Kane County Treatment Alternative Court (TAC) to learn about their program for criminal defendants with mental illness, co-occurring disorders, or developmental disabilities, to enhance public safety and promote the continuity of mental health care in the community, by bringing together community based agencies to address defendants needs

and to provide comprehensive case management in an effort to reduce future criminal activity and incarceration.

State's Attorney Weis reported to the County Board on July 2nd regarding the initial funds needed to initiate a Mental Health Court in Kendall County, to offer certain offenders with mental health issues, treatment rather than incarceration. Weis stated that the Drug Court has been successful, and that the mental health court could be operated in a similar fashion, with the required AOIC Certification, development of manuals, policies, and handbooks, as well as the necessary forms. There is also need to define the target population, and gather baseline data on the number of individuals who would be eligible for the program, prior to implementation.

Judge Pilmer introduced Drug Court Coordinator Melissa Moore, and stated that Moore has researched grant options for the Mental Health Court, and will submit an application for partial funding to the Bureau of Justice Assistance by the July 15th deadline.

Judge Pilmer provided information on grant funding up to \$400,000 available to jurisdictions with populations between 100,000 and 499,999 and the grant period would cover 24-months. Up to \$100,000 can be used to follow and document the Planning and Implementation portion of the grant over an 8-month period. There is a match requirement of approximately 20 percent, and priority funding is given to programs that have passed a resolution, completed a provided "stepping up" assessment tool, established a representative planning team or criminal justice coordinating council comprised of key leaders from the justice and health systems, assigned a project coordinator to work across agencies to manage the planning process, and partnered with a local research organization/university to assist with local evaluation, data collection, or performance measurement.

Chairman's Report/Comments – No report

Legislative Update - None

Executive Session – Not needed

Adjournment – Member Vickers made a motion to adjourn the meeting, second by Member Gilmour. **With all in agreement, the meeting adjourned at 3:55p.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Clerk

Kendall County
Clerk of the Circuit Court
2019 Judicial Statistics

		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	YTD
AD	Adoption	0	2	2	0	0	2	1						7
CC	Contempt of Court	1	1	2	2	0	0	0						6
CF	Criminal Felony	28	32	46	33	32	28	43						242
CH	Chancery	30	39	54	31	26	19	24						223
CL	Civil Law Vilolation	9	4	4	7	12	7	7						50
CM	Criminal Misdemeanor	48	50	43	65	57	52	77						392
CV	conservation violation	0	0	0	7	3	0	1						11
D	Divorce	24	36	37	58	40	36	32						263
DT	DUI	12	17	19	17	18	11	14						108
ED	Eminent Domain	0	0	0	1	0	0	0						1
F	Family	3	24	8	4	18	13	10						80
J	Juvenile	0	0	5	1	1	0	1						8
JA	Juvenile Abuse/Neglect	0	0	3	5	6	1	2						17
JD	Juvenile Delinquency	22	10	28	7	23	14	17						121
L	Law	5	12	20	10	11	2	7						67
LM	Law Magistrate	47	37	63	37	48	67	74						373
MH	Mental Health	0	1	0	2	0	2	1						6
MR	Misc. Remedy	24	28	31	16	16	13	25						153
OP	Order of Protection	23	27	29	21	32	34	44						210
OV	Orninance Violation	0	0	0	0	3	1	0						4
P	Probate	14	14	19	13	12	13	17						102
SC	Small Claims	89	94	223	125	103	154	235						1023
TR	Traffic	363	316	439	484	523	497	645						3267
TX	Tax	1	0	0	0	0	0	0						1
WI	Wills	8	23	17	19	20	17	15						119
X1	Misc	5	0	0	0	0	0	0						5
		756	767	1092	965	1004	983	1292	0	0	0	0	0	6859

Totals for 2018

1111 932 1111 1100 1128 1177 1225

7784

Difference

-925

LINE ITEM	DESCRIPTION	JUNE	JULY	
0101-000-1135	INTEREST	\$ 35.29		
0101-014-1205	10% BOND	\$ 1.88	\$ 12.25	
0101-014-1205	CLERK FEES	\$ 34,080.15	\$ 90,082.72	\$ 56,002.57
0101-014-1205	CLERK FEES NOTICES	\$ 12.00	\$ 12.00	
0101-014-1205	MONTHLY SURCHARGE			
0101-014-1205	CLERKS/CRIME/DUI- LAB FEES	\$ 50.30	\$ 74.30	
0101-014-1205	MONTHLY PERCENTAGE FEE	\$ 18,357.04	\$ 15,394.87	
0101-014-1205	CLERK FEES COPIES	\$ 2,399.50	\$ 2,723.50	
0101-014-1205	MAILING FEE			
0101-014-1205	NON-COMPLIANCE PARENTING CLS			
0101-014-1205	CLERK FEES EXPUNGMENT	\$ 170.00	\$ 320.00	
0101-014-1205	CLERK OP & ADMIN SER GEORGE BAILEY	\$ 115.00	\$ 145.00	
0101-014-1205	CLERK PRTN ADTNL FINE DB	\$ 3.20	\$ 4.60	
0101-014-1205	TR SCHOOL	\$ 56.00	\$ 40.00	
0101-014-1205	TR SCHOOL	\$ 44.00	\$ 44.00	
0101-014-1205	CLERK FEES SPINAL CORD INJ			
0101-014-1205	SEXUAL ASSAULT SERVICE			
0101-014-1205	CLERK FEES TRAUMA FUND			
0101-014-1205	ST OFFENDER DNA	\$ 68.20	\$ 117.35	
0101-014-1205	JD FEES(CLERK)	\$ 323.17	\$ 435.00	
0101-014-1210	COURT SYSTEM FEES	\$ 3,105.00	\$ 1,530.00	
0101-014-1220	CIR CLERK GPS SERVICE FEE	\$ 217.00	\$ 294.00	
0101-014-1225	PERIODIC IMPRISONMENT FEE	\$ 1,332.25	\$ 1,668.00	
0101-014-1369	INTERSTATE COMPACT FEE			
0101-018-1205	PLACEMENT FEES			
0101-019-1205	PUBLIC DEFENDER FEES	\$ 999.00	\$ 676.00	
0101-020-1205	STATES ATTORNEY	\$ 3,036.73	\$ 3,071.53	
0101-020-1205	STATES ATTORNEY TRIAL FEE	\$ 50.00		
0101-020-1205	SEX OFFENDER FINE			
0101-020-1205	BOND FORFEITURECM-CF-CC	\$ 8,779.82	\$ 6,799.90	
0101-020-1205	FINES IL COMMERCE COM POLICE			
0101-020-1205	SHERIFF TICKETS-FINE AGENCY	\$ 3,894.44	\$ 5,657.47	
0101-020-1205	ISP DIST 5	\$ 4,449.57	\$ 4,726.36	
0101-020-1205	CM /CF/STATE'S ATTORNEY	\$ 249.58	\$ 490.79	
0101-020-1205	FINES SEC OF STATE			
0101-020-1205	CIVIL CONTEMPT OF COURT			
0101-020-1225	SA COLLECTION FEE	\$ 797.42	\$ 413.50	
4001-000-1320	S/A ADDL FINE DRUG			
4001-000-1320	CO DRUG FINES	\$ 651.51	\$ 1,235.14	
4201-000-1320	COURT SECURITY	\$ 13,375.31	\$ 7,068.48	
4211-000-1320	CO DRUG ADDICTION SERVICES	\$ 75.00	\$ 120.00	
4301-000-1320	LAW LIBRARY	\$ 6,867.00	\$ 4,121.00	

4311-000-1320	VIP EXPENDITURES		
4401-000-1320	DOCUMENT STORAGE	\$ 12,692.23	\$ 16,181.30
4411-000-1320	HIGHWAY HIRE-BACK FUND		
4421-000-1320	ST ATTY RECORDS AUTOMATION	\$ 326.00	\$ 356.00
4501-000-1320	COURT AUTOMATION	\$ 15,728.30	\$ 17,657.46
4801-000-1320	PROBATION FEES/Conditional dis	\$ 6,866.59	\$ 7,401.47
4801-000-1320	PROBATION FEES/Out of County	\$ 654.00	\$ 640.00
4801-000-1520	DOMESTIC VIOLENCE-PROBATION(MARS)	\$ 1,957.00	\$ 2,940.24
4801-000-1520	DOM / VIOL BATTERY FINE		
4801-000-1521	DRUG TEST FEE		
4801-000-1521	ELECT. MONITOR	\$ 747.00	\$ 755.00
4801-000-1522	YOUTH EDUCATION CLASS		
4801-000-1525	OP RISK ASSESSMENT		
4801-000-1527	DOM VIOL SURVEIL FEE		
4801-000-1528	EVALUATION REIMBURSEMENT		
4801-000-1531	JUVENILE PARENTING CLASS		
4801-000-1532	PROTECTIVE ORDER VIOLATION FEE	\$ 200.00	\$ 360.00
5001-000-1320	DRUG MONEY FORFEITURE SAO		
8301-000-1320	ELECTRONIC CITATION FUND	\$ 420.60	\$ 994.00
9001-000-1320	CIR CLERK OPERATION/ADMIN FUND	\$ 794.03	\$ 3,296.87
9001-000-1320	FORECLOSURE PRVNT ADMIN	\$ 14.00	\$ 7.00
9001-000-1320	ABANDONED RES. PROP ADMIN		
9001-000-1320	FTA CLERK OP / ADMIN	\$ 125.00	\$ 200.00

TOTAL DUE COUNTY TREASURER>>>> \$ 144,120.11 \$ 198,047.10 \$ 53,926.99



KENDALL COUNTY CORONER
— JACQUIE PURCELL —

Description	**	Month: July (FY 2019)	Fiscal Year-to- Date	July 2018
Total Deaths		28	193	37/206
Natural Deaths		25	373	36/189
Accidental Deaths		0	3	1/11
Pending		0	0	0
Suicidal Deaths		3	9	0/4
Homicidal Deaths		0	0	1/1
Undetermined		0	1	0/1
Toxicology		3	16	3/25
Autopsies		2	12	3/23
Cremation Authorizations		21	119	22/126
Scenes Responded to:		Transported by Coroner's Office:		External Examinations:
4		4		4
Suicide - July 4, 2019, 63-year-old, White, Male, Yorkville, Gunshot Wound to the Head				
Suicide - July 5, 2019, 22-year-old, Black, Male, Yorkville, Gunshot Wound to the Head				
Suicide - July 5, 2019, 56-year-old, White, Female, Montgomery, Carbon Monoxide Toxicity				

PERSONNEL/OFFICE ACTIVITY:

1. On July 10, Coroner Purcell facilitated the 'Lights of Hope' support group for families and friends who have been impacted by an overdose related death.
2. On July 16, Coroner Purcell presented at the Beecher Center for the Senior Service's Lunch & Learn program.
3. On July 16, Chief Deputy Gotte attended ALERRT training at Longbeach Elementary School.
4. On July 18, Coroner Purcell participated in the Kane-Kendall Adult Fatality Review Team.
5. On July 25, the coroner's office participated in a case review with the IL Violent Death Reporting System.
6. On July 30, the coroner's office participated in the Dresden Drill.
7. A total of 26.75 hours of community service were completed at the coroner's office during the month of July.

CARORUM AD CURAM

Kendall County Emergency Management Agency

1102 Cornell Lane, Yorkville Illinois 60560

Joseph T. Gillespie, Director

Tracy Page, Deputy Director

EMA/Search and Rescue Report

July 2019

July 2 - Search in Campton Hills for missing person(s) that were involved in a wreck. Two (2) Kendall EMA SAR personnel attended. Person turned themselves in to police the next morning.

July 7 - Search in Fox Lake for missing male missing since April. Four (4) Kendall County EMA SAR personnel attended. Person is still missing.

July 8 - EMA Meeting. Had a few announcements regarding upcoming Dresden nuclear drill. Director went over some of the process of the drill and talked about plans.

July 27 - Multi Agency Search and Rescue Training in the subject of UTM/GPS. The training was held at North Aurora Police Department and Lippold Park. Twenty-six (26) Search and Rescue professionals from eight (8) area agencies attended, including four (4) from Kendall County EMA Search and Rescue.

July 30 - Drill for Dresden Power Station with many agencies (local, state and federal). Twelve (12) Kendall County EMA members participated.

Continued with siren testing on the first Tuesday morning of the month

Continued with STARCOM testing first Tuesday morning of the month

Continued with WSPY EAS testing first Tuesday morning of the month

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 AUGUST 12, 2019

VICTORIA CHUFFO, Public Defender

- 99 cases / last month 115 cases - Felony cases

COURTNEY TRANSIER, First Asst. Public Defender

- 185 cases / last month 160 cases - Felony cases

MICHAEL MONTGOMERY, Asst. Public Defender

- 341 cases / last month 339 cases - Felony/ Juvenile cases

LINDSEY LACHANSKI, Asst. Public Defender

- 395 cases/ last month 361 cases
Misdemeanor/Traffic/Juvenile cases

JESSICA DEETS, Asst. Public Defender

- 334 case/ last month 333 cases
Misdemeanor/Traffic/Juvenile cases

My office has been appointed a total of 198 new cases between July 8, 2019 and August 12, 2019. The Kendall County Public Defender's Office currently has 1,354 open cases as of today's date; August 12, 2019. The Public Defender appointments for juvenile delinquency, juvenile abuse/neglect and MR cases have increased since last month. My office has been appointed to 20 individuals for bond call only appointments from July 8, 2019 to August 12, 2019.

To: Kendall County Board * Law, Justice and Legislation Committee
From: Alice Elliott, Director * Kendall County Court Services
Date: 08-12-19
Re: Monthly Report

Juvenile Detention – FY2019 ~ Costs Incurred

Kendall County Court Services FY2019 Summary - Juvenile Detention					Same Time 2018	Same Time 2017	Same Time FY2016	Same Time FY2015	Same Time FY2014
Month	Total New Admissions	Total Holdovers*	Total Days	Total Cost Incurred					
				\$18,652.00* Paid FY19 incurred FY18					
12/2018	13	6	147	\$17,640.00	\$10,450.00	\$8,690.00	\$15,620.00	\$3,000.00	\$3,400.00
01/2019	10	3	101	\$12,120.00	\$9,020.00	10,560.00	15,180.00	8,400.00	7,600.00
02/2019	9	3	86	\$10,320.00	\$11,330.00	15,070.00	11,110.00	4,100.00	9,400.00
03/2019	09	2	57	\$6840.00	\$21,730.00	9,900.00	3,410.00	2,300.00	4,300.00
04/2019	4	2	66	\$7920.00	\$15,960.00	13,640.00	5,940.00	2,400.00	3,000.00
05/2019	14	3	157	\$18,840.00	\$10,560.00	5,610.00	4,180.00	7,800.00	11,510.00
06/2019	12	6	203	\$24,000.00	\$7,320.00	6,270.00	11,660.00	5,500.00	13,600.00
07/2019	2	7	124	\$14,880.00	\$11,760.00	1,540.00	10,120.00	8,400.00	8,700.00
08/2019					\$12,000.00	3,850.00	11,880.00	7,400.00	6,300.00
09/2019					\$9,120.00	9,130.00	2,640.00	16,000.00	11,200.00
10/2019					\$15,120.00	10,780.00	5,610.00	15,440.00	5,600.00
11/2019					\$18,600.00	5,170.00	11,110.00	15,100.00	1,400.00
TOTAL				\$131,212.00	\$152,970.00	\$100,210.00	\$108,460.00	\$95,840.00	\$86,010.00

*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 2019 (Juvenile Detention):

Amount Budgeted: \$ 110,000.00
Amount Expended: \$ 131,212.00
Amount Remaining: \$ -21,212.00

Kendall County Fiscal Year 2019 (Juvenile Board & Care):

Amount Budgeted: \$ 70,000.00
Amount Expended: \$ 43,011.00
Amount Remaining: \$ 26,989.00

Juvenile Board & Care - FY2019 ~ Costs Incurred

	Number of Minors Placed	Days Paid	Total Monthly Cost Incurred	Total Cost Incurred (Running Total)
12/2018	1	31****	\$5487.00	\$5,487.00
01/2019	1	31***	\$5487.00	\$10,974.00
02/2019	1	28***	\$4956.00	\$15,930.00
03/2019	1	31***	\$5487.00	\$21,417.00
04/2019	1	30***	\$5310.00	\$26,727.00
05/2019	1	31***	\$5487.00	\$32,214.00
06/2019	1	30***	\$5310.00	\$37,524.00
07/2019	1	31***	\$5487.00	\$43,011.00
08/2019				
09/2019				
10/2019				
11/2019				
TOTAL				\$43,011.00

** - The parent has been ordered to reimburse the county \$1577.00 per month toward this expense.

Items Worthy of notice to the County Board:

The Probation Department just concluded our annual celebration of Pretrial, Probation and Parole week. Throughout the week we brought awareness to the various issues our clientele deal with on a daily basis (substance abuse, mental health, domestic violence and trauma). Although each officer takes an oath to uphold the duties and responsibilities of Probation Officer when they begin work, we thought it would be important for our department as a whole to make a commitment to our clients as it relates to addressing their needs. Attached you will find the commitment we made that was posted in each of the lobbies. Additionally, each year we select an organization and collect donations on behalf of them. This year we selected CASA and were able to collect 3 full boxes of toiletries, pacifiers, night lights, pull ups, underwear, water bottles, etc. Lastly, we invited our families to join us for lunch on the last day of the week as the theme of the day was work/personal life balance.

The second item to bring to the attention of the board is a new Leadership Institute. I have been working with Waubonsee Community College over the last year to create a Leadership Institute for Probation staff that would encourage them to find the leadership qualities within themselves. The goal is to take on new challenges and opportunities to lead regardless if they have a desire be in management or not. I am happy to announce that we have come up with a curriculum designed for not just probation officers but for all judicial system players in both DeKalb and Kendall Counties. This class would occur one afternoon a month from September to June and would culminate in a capstone project in which the participant would practice their leadership skills on a project at work or in the community. This is funded primarily through the Judges office via a contract with Waubonsee for trainings for judicial staff. If this is successful we will continue it again next year but would look for a different funding source for sustainability.

The mission of the 23rd Judicial Circuit Court Services is to serve the community by promoting positive behavioral change utilizing proven methods to increase public safety.

Kendall County Probation Department is committed to providing the best level of service to the justice involved individuals we service. As such, we recognize that individuals who walk through our doors can sometimes come with histories of hardships and experiences that have led to their current situation. We recognize that overcoming these obstacles is not easy as change never is. However, as professionals we strive to assist in this difficult process and commit ourselves to the work.

- We, Kendall County Court Services, commit to **EDUCATING** ourselves on the issues of substance abuse, domestic violence, mental health and trauma as we know by educating ourselves in these areas of impact on clients, we are better suited to assist them.
- We, Kendall County Court Services, commit to making appropriate **REFERRALS** to other agencies as we understand we are not always the best suited to meet the needs of the individual, but others are.
- We, Kendall County Court Services, commit to **COLLABORATING** with other system players and agencies as by doing so; we ensure fast effective service delivery to address the needs or treatment of the client in a timely manner for the overall benefit of the client.
- We, Kendall County Court Services, commit to be a **LIASION** between the client, the court and victims to ensure the proper retribution is made and the victim is made whole.
- We, Kendall County Court Services, commit to treating all people with **DIGNITY AND RESPECT**, as we understand the value that has when building a professional relationship with our clients.

We celebrate each victory and accomplishment while taking delight in seeing our clients achieve their goals of making behavioral change that will prevent future involvement in the judicial system.

KENDALL COUNTY SHERIFF'S OFFICE

MONTH-END REPORT



JULY

2019

OPERATIONS DIVISION

POLICE SERVICES	July-18	July-19
Calls for Service	777	778
Police Reports	382	356
Total Arrests	125	71
Cannabis Civil Law Citations Issued	13	1
Ordinance Citations Issued	1	0

TRAFFIC SERVICES	July-18	July-19
Traffic Contacts	1,031	1,077
Traffic Citatlons Issued	265	204
DUI Arrests	8	4

TRAFFIC CRASH INVESTIGATIONS	July-18	July-19
Property Damage	36	45
Personal Injury	15	6
Fatalities	0	0
TOTAL CRASH INVESTIGATIONS	51	51

VEHICLE USAGE	July-18	July-19
Total Miles Driven by Sheriff's Office	59,538	58,792
Vehicle Maintenance Expenditures	\$4,554	\$2,146
Fuel Expenditures	\$13,156	\$13,344
Fuel Gallons Purchased	5,032	4,910
Squad Damage Reports	-	-

AUXILIARY DEPUTIES	July-18	July-19
Ride-A-Long Hours	0	0
Auxiliary Hours	43	77
TOTAL AUXILIARY HOURS	43	77

EVIDENCE/PROPERTY ROOM	July-18	July-19
New Items into Property Room	275	403
Disposal Orders Processed	47	99
Items Disposed Of	29	22
DVD/VHS Copy Requests	66	64
Items Sent to Crime Lab for Processing	14	8
Pounds of Prescription Meds Collected from Drop Box Program	76	22

INVESTIGATIONS/COPS ACTIVITIES	July-18	July-19
Total Cases Assigned (Patrol/Invest)	23	38
Total Cases Closed (Patrol/Invest)	40	26
Total Current Open Cases (Patrol/Invest)	119	137
Community Policing Meetings/Presentations	27	34

RECORDS DIVISION

SHERIFF SALES	July-18	July-19
Sales Scheduled	24	21
Sales Cancelled	9	13
Sales Conducted	15	8

CIVIL PAPERWORK	July-18	July-19
Papers Filed/Received	182	251
Papers Served/Executed	125	196

REPLEVINS/LEVY	July-18	July-19
Replevin/Levy Scheduled	0	0
Replevin/Levy Conducted	0	0

SUBPOENA/FOIA REQUESTS	July-18	July-19
Accident Reports	21	27
Background Checks	26	21
Incidents	90	53
Subpoenas	4	0
TOTAL REQUESTS	141	101

WARRANTS	July-18	July-19
Total Warrants on File	1,410	1,412
New Warrants Issued	119	120
Total Warrants Served	81	96
Warrants Quashed	31	28

EVICCTIONS	July-18	July-19
Evictions Scheduled for Month	7	14
Evictions Cancelled	6	6
Evictions Conducted	1	8

FEES	July-18	July-19
Civil Process Fees	\$7,268	\$6,753.50
Sheriff Sales Fees	\$9,000	\$9,600.00
Records Fees/Fingerprinting	\$425	\$220.00
Bond Processing Fees	\$580	\$1,033.14
TOTAL FEES COLLECTED	\$17,274	\$17,606.64

CORRECTIONS DIVISION

JAIL POPULATION	July-18	
New Intake Bookings	216	218
Inmates Released	218	226
Federal Inmate ADP	42	95
Kendall County Inmate ADP	55	70
Other Jurisdictions Inmate ADP	24	4
Average Daily Population	119	169

JAIL MEALS	July-18	July-19
Number of Meals Prepared Consolidated Food	10,325	15,256
Price Per Meal	\$1.37	\$1.26

INMATE TRANSPORTS	July-18	July-19
To and From Kendall County Courthouse	99	72
Other County Court Transports	3	6
Out of County Prisoner Pickups	30	14
To I.D.O.C	2	0
Medical/Dental Transports	36	4
Court ordered medical transports	1	2
Juvenile To and From Youth Homes/Courts	7	9
Federal Transports	45	21
TOTAL INMATE TRANSPORTS	223	128

INMATE WORK CREWS	July-18	July-19
Number of Inmates	4	8
Number of Locations	8	4
TOTAL HOURS WORKED	16	12

REVENUE	July-18	July-19
Amount Invoiced for Inmates Housed for Other Juris.	\$46,680	\$7,440
Amount Invoiced for Federal Housing	\$71,925	\$219,000
Amount Invoiced for Federal Court Transport	\$9,445	\$16,213
Amount Invoiced for Federal Medical Transport	\$743	\$377
TOTAL INVOICED	\$128,794	\$243,030

MEDICAL BILLING	July-18	July-19
Medical Contractual Services	\$15,006	\$15,381
Prescriptions	\$1,295	\$1,350
Medical	\$1,302	\$523
Dental	\$470	\$0
Emergency Medical Services	\$179	\$0
Medical Supplies	\$107	\$274
TOTAL MEDICAL BILLING	\$18,358	\$17,528

Outstanding FTA Fees	July-18	July-19
FTA Fees- Outstanding	\$450	\$225.00

Sex Offender / Violent Offenders Against Youth Registrations	July-18	July-19
Sex Offender Registrations	10	12
Sex Offender - Address Verifications Completed	13	1
Sex Offender - Address Verification Attempted	32	1
Total # of Sex Offenders- Jurisdiction/Entire County	33/68	28/61
Violent Offenders Against Youth Registrations	3	1
VOAY - Address Verification Completed	2	0
VOAY - Address Verification Attempted	4	0
Total # of VOAY- Jurisdiction/Entire County	43,205	3/14

COURT SECURITY	July-18	July-19
Entries	14,356	13,983
Items X-rayed	4,836	4,404
Bond Call - Video/In Person	48	60 / 27
Kendall Prisoners	86	89
Other Prisoners	31	23
Arrests made at Courthouse	22	24
Contraband Refused	81	81

KCSO TRAINING

CORRECTIONS DIVISION	July-18	July-19
NATURE OF TRAINING		
Taser Instructor Recertification Course		16
De-Escalation and Smarter Policing		8
Crime Scene: Do Not Cross		8
Active Attack Integrated Response Course		224
Web Based Training		36.5
TOTAL HOURS	748	596

COURT SECURITY	July-18	July-19
NATURE OF TRAINING		
Web Based Training		3
TOTAL HOURS	14	3

CORRECTIONS/OPERATIONS COMBINED	July-18	July-19
NATURE OF TRAINING		
SRT		32
TOTAL HOURS	48	32

RECORDS DIVISION	July-18	July-19
NATURE OF TRAINING		
Web Based Training		2
TOTAL HOURS		2

AUXILIARY	July-18	July-19
NATURE OF TRAINING		
Meeting/Training		8
Active Attack Integrated Response Course		8
TOTAL HOURS	24	8



Kendall County
Office of the Sheriff



INTEROFFICE MEMORANDUM

TO: KENDALL COUNTY LAW, JUSTICE AND LEGISLATION COMMITTEE

FROM: COMMANDER BOBBY RICHARDSON *BR*

SUBJECT: ADVANCED CORRECTIONAL HEALTHCARE PROPOSED RATE

DATE: 08/06/2019

CC: SHERIFF DWIGHT BAIRD AND CHIEF MICHAEL PETERS

The Kendall County Sheriff's Office and the County of Kendall maintain a mutually beneficial partnership with the Advanced Correctional Healthcare (ACH). ACH currently provides our medical care within the Kendall County Sheriff's Office jail. With that medical care comes nursing care, mental healthcare, weekly doctor visits, on call staff, and many other amenities that serve to assist the inmates we house within the facility.

We currently have a License Practical Nurse (LPN) within our facility for 8 hours a day 6 days a week, and 12 hours of coverage one day a week. Currently the cost for the medical services provided for fiscal year 2019 are \$184,927. We are looking to increase the hours of the LPN from 60 hours to 76 hours a week. This coverage would allow us to have a LPN on site for 12 hours a day Monday through Friday, and 8 hours a day on both Saturday and Sunday. The cost increase to cover the difference in hours worked from 60 hours to 76 hours would be an increase of \$43,004.31 over the proposed \$190,106.42 for the current coverage starting January 1st, 2020 for a grand total of \$233,110.73. With the additional coverage we would reduce the liability on correctional staff, and offer access to medical personnel for inmates that enter our facility in the afternoon. Currently if they enter our facility after 2:00pm Monday through Thursday they will not be seen by medical personnel until the following morning, unless an emergency arises.

We would like to waive the bid process due to ACH being a professional service that is currently providing the vital role of administering the medical treatment for the inmates housed in the Kendall County Jail, and is doing so with excellent quality and professionalism. We have previously consulted with the States Attorney's office and they feel that this is a professional service that by statute would be allowed to wave the bid process.

We are seeking to have your authorization to present this to the County Board for approval.

AGREEMENT
Gateway Foundation, Inc. & the Kendall County Drug Court

This Agreement, made and entered into this 7th Day of August 2019, by and between the COUNTY OF KENDALL, a body corporate and politic (hereinafter referred to as "COUNTY"), the KENDALL COUNTY DRUG COURT (hereinafter referred to as KCDC), 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. **TERMINATION OF PRIOR AGREEMENT**

The parties agree that the prior agreement between the parties, dated March 5, 2019, shall be terminated upon the execution of this Agreement and shall be replaced in its entirety by this Agreement. Any notice period required for the termination of the March 5, 2019 agreement is hereby waived. The rates set forth in Article 5 below shall go into effect on the day this Agreement has been executed by all parties. Said rate increase shall only be applicable to participants admitted to Residential treatment on or after the effective date of this Agreement. The rate for participants already admitted to Residential treatment prior to the effective date of this Agreement shall not increase from the rate contained in the March 5, 2019 agreement; even if that prior-admitted participant continues to receive Residential treatment after the effective date of this Agreement, the COUNTY will be charged the prior rate for that treatment.

3. **TERM OF AGREEMENT**

The term of this Agreement will commence as of the date hereof and continue until June 30, 2020, the close of the State Fiscal Year.

4. **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.

5. **COMPENSATION**

The COUNTY will pay PROVIDER the rate of \$350.00 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 KCDC participants who have no third party coverage or who have exhausted such third party benefits. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.).

6. INDEMNIFICATION

PROVIDER shall indemnify, hold harmless and defend the COUNTY, KCDC, 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.

7. NO PERSONAL LIABILITY

No official, director, officer, agent or employee of the COUNTY, the KCDC 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.

8. 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 KCDC shall be named as additional insureds with respect to all liability coverage. PROVIDER shall provide to KCDC 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 KCDC as additional insureds. Further, all liability and workers' compensation policies must include a waiver of subrogation in favor of the COUNTY and KCDC.

This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to the KCDC and COUNTY, unless there is another third party providing insurance and then that third party's insurance will be primary. There shall be no endorsement or modification of this insurance to make it excess over other available insurance, alternatively, if the insurance states that it is excess or prorated, it shall be endorsed to be primary with respect to the KCDC and COUNTY.

9. 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 KCDC.

10. 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 KCDC's advance written approval.

11. 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 KCDC 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 KCDC 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 KCDC are not responsible for providing any insurance coverage for the benefit of PROVIDER, PROVIDER's officers, employees and agents.

12. 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.

13. 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.

14. 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 KCDC 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 KCDC 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 KCDC and/or COUNTY proceeds with such an audit the PROVIDER shall make available to the KCDC and/or COUNTY the PROVIDER relevant records in the possession of PROVIDER at no cost to the KCDC 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, Gateway 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. KCDC acknowledges that Gateway'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, Gateway 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.

15. 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.

16. 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.

17. 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.

18. WAIVER

COUNTY, KCDC, 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.

19. AUTHORITY TO EXECUTE AGREEMENT

The COUNTY, KCDC, 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 _____, 2019.

The COUNTY OF KENDALL

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

For the PROVIDER:

Dated this _____ day of _____, 2019.

Gateway Foundation, Inc.

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

For the KCDC:

Dated this _____ day of _____, 2019.

Kendall County Drug Court

By: _____
Melissa Moore,
Drug Rehabilitation Court Coordinator
Kendall County Drug Court

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

Gateway Foundation, Inc. agrees to do the following to assist the Kendall County Drug Court:

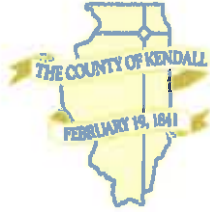
- 1) Provide comprehensive assessment and residential treatment for Kendall County Drug Court (hereinafter "KCDC") participants who need residential substance abuse services.
- 2) Provide a substance abuse assessment report to the KCDC for each referral within 5 business days of admission.
- 3) Provide 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 KCDC 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 KCDC 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 KCDC 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 KCDC Coordinator, or designee.
- 8) Provide additional treatment updates as requested by the KCDC Coordinator, or designee. These shall be provided within 48 hours of request. Information deemed critical by the treatment provider shall be shared with the KCDC 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 KCDC Coordinator, or designee, within 48 hours of discharge from residential treatment.
- 11) Provide notification to the KCDC 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 KCDC only for the time that the participant was actually in the facility. Priority for re-admission will be given to KCDC participants who leave the facility AMA and return within 24 hours (following Gateway procedures). If a KCDC 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 KCDC participants who receive medically-assisted treatment including alternatives that have been tried, potential end-date and treatment protocols.

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

Kendall County Drug Court agrees to do the following to assist Gateway Foundation, Inc.:

- 1) Provide necessary Judicial and community supervision for all KCDC participants.
- 2) Refer appropriate KCDC participants for treatment.
- 3) Discuss treatment reports provided by PROVIDER at weekly staff meetings.
- 4) Inform KCDC participants of the KCDC'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 KCDC relevant to treatment decisions.
- 6) Pay authorized residential treatment at the rate of \$350.00 per day for participants eligible for residential treatment at the PROVIDER's Lake Villa, Chicago Independence, and Aurora facility.
- 7) If the KCDC 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 KCDC 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.).

COUNTY OF KENDALL, ILLINOIS



SCOTT KOEPPEL
COUNTY ADMINISTRATOR
KENDALL COUNTY OFFICE BUILDING
111 WEST FOX STREET, SUITE 316
YORKVILLE, ILLINOIS 60560
630.553.4171

Date: August 7, 2019

To: Law Justice and Legislation Chairman Tony Giles, and the Members of the Law Justice and Legislation Committee

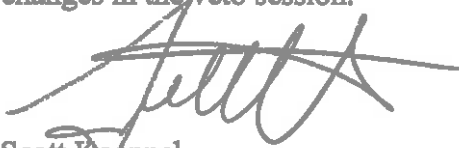
From: Scott Koeppel, Kendall County Administrator

Re: Regulation of the sale of cannabis in unincorporated Kendall County

Section 55-25 of the Cannabis Regulation and Tax Act regulates local ordinances. Subsection (5) concerns local governments prohibiting or significantly limiting cannabis businesses.

(5) A unit of local government, including a home rule unit or any non-home rule county within the unincorporated territory of the county, may enact ordinances to prohibit or significantly limit a cannabis business establishment's location.

This is the law as currently written; however, it is likely that the state legislature will make changes in the veto session.



Scott Koeppel
County Administrator
Kendall County