

**KENDALL COUNTY BOARD AGENDA  
ADJOURNED JUNE MEETING**

**Kendall County Office Building, Rooms 209 & 210  
Tuesday, August 4, 2020 at 6:00 p.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Agenda
5. Special Recognition
  - A. Presentation of the 2020 Kendall County Historic Preservation Commission Award to the LaSalle Manor Retreat Center
  - B. Juvenile Justice Council Scholarship Winners
6. Public Comment
7. Consent Agenda
  - A. Approval of County Board Minutes from July 7, 2020
  - B. Standing Committee Minutes Approval
  - C. Approval of Claims in an amount not to exceed \$ 1,483,252.55
  - D. Approve the second amendment to the 2016 Intergovernmental Agreement with Kane County for housing detainees expiring June 25, 2021
  - E. Approve the second amendment to the 2016 Intergovernmental Agreement with Cook County for housing detainees and increasing from \$60.00 per day to \$70.00 per day expiring September 12, 2022
  - F. Approval of 2021 Kendall County Holiday Calendar
8. Old Business
9. New Business
  - A. Approval of a Proclamation Declaring August Historic Preservation Month in Kendall County
  - B. Approval of the Temporary Waiver of the Requirement to Video Record all County Board Meetings (for the Duration of the County Board Room Renovation Project) According to Kendall County Website Transparency Policy as Adopted by Resolution 2014-14
10. Executive Session
11. Elected Official Reports & Other Department Reports
12. Standing Committee Reports
  - A. Admin/HR
    1. Approval of Dental Rebate Issued by MetLife because of COVID-19
  - B. Law, Justice & Legislation
    1. Approval of 5 Year Contract with Brite Computers for the Purchase of Patrol and Corrections Body Worn Cameras with an Initial Cost of \$87,434 and a Maintenance and Storage Cost of \$25,872 per Year for Years 2-5
  - C. Facilities
    1. Approve contract with Dewberry Engineers Inc. in the amount of \$48,500.00 to provide Architectural & Engineering services for the South Jail Multi-Purpose room to allow for Social Distancing for Inmate programs
    2. Approve contract with Lite Construction, Inc. in the amount of \$443,267.00 to remodel the Kendall County 111 W Fox St Campus per plans & specifications in the Dewberry Engineers Inc. Project #50124390
    3. Approve a contingency budget not to exceed \$50,000.00 for the remodeling of the Kendall County 111 W Fox St Campus
13. Special Committee Reports
  - A. ISACo, UCCI, NACO, and other County Organizations
  - B. Juvenile Justice Council
14. Other Business
15. Chairman's Report

**Announcement**

Angie Hibben – Workforce Development Board – 2 year term – Expires August 2022

16. Public Comment
17. Questions from the Press
18. Executive Session
19. Adjournment

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

**KENDALL COUNTY BOARD  
ADJOURNED JUNE MEETING  
July 7, 2020**

STATE OF ILLINOIS     )  
                                      ) SS  
COUNTY OF KENDALL    )

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday July 7, 2020 at 6:30 p.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Amy Cesich, Elizabeth Flowers, Scott Gengler (remote), Tony Giles (remote), Judy Gilmour, Audra Hendrix (remote), Matt Kellogg, Matt Prochaska and Robyn Vickers (remote). Members absent: None.

The Clerk reported to the Chairman that a quorum was present to conduct business.

**THE AGENDA**

Member Kellogg moved to approve the agenda. Member Prochaska seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. Motion carried.

**SPECIAL RECOGNITION**

Chairman Gryder recognized the Kendall Area Transit's 10 year anniversary.

A complete copy of IGAM 20-44 is available in the Office of the County Clerk.

**PUBLIC COMMENT**

Todd Milliron spoke about a Citizen Oversight Committee for Law Enforcement.

**CONSENT AGENDA**

Member Kellogg moved to approve the consent agenda of A) county board minutes from June 2, 2020; B) standing committee minutes; C) claims in an amount not to exceed \$811,037.42; D) Settlement in an amount of \$2,000 for settlement of all claims in Tryzell Batie v. Cantwell, et al., case number 17-CV-3099, pending in the U.S. District Court for the Northern District of Illinois; E) Reaccreditation contract with American Correctional Association for \$9,000.00. Member Cesich seconded the motion. Chairman Gryder asked for a roll vote on the motion. All members present voting aye. Motion carried.

**C) COMBINED CLAIMS:** ADMIN \$201.16; ANML CNTRL WRDN \$1,516.11; BEHAV HLTH \$1,504.26; CIR CT CLK \$4,493.29; CIR CRT JDG \$3,358.35; COMB CRT SVS \$7,410.67; COMM ACTN SVS \$30,074.97; COMM HLTH SVS \$330.33; CORONER \$283.81; CORR \$14,506.06; CNTY ADMIN \$13,844.22; CNTY BRD \$32,260.91; CNTY CLK \$7,341.43; HIGHWAY \$90,809.93; TRSR \$9,409.92; ELCTNS \$631.33; EMA \$49.86; EMPL BNFTS \$371,416.89; ENVIRO HLTH \$285.03; FCLT MGMT \$9,308.42; JURY \$527.50; MERIT \$1,404.00; PBZ SNR PLNR \$3,212.00; PBZ \$332.69; PRSDG JDGE \$1,893.00; PROB SVS \$5,411.15; PRGM SUPP \$2,465.73; PUB DEF \$821.85; ROE \$269.27; SHF \$12,771.30; ST ATTY \$2,356.03; TECH \$6,175.40; TRSR \$466.52; UTIL \$56,893.49; VET \$2,224.00; SHF \$19,909.79; SHF \$1,262.78; FP \$93,603.97

E) A complete copy of IGAM 20-45 is available in the Office of the County Clerk.

**NEW BUSINESS**

Member Kellogg moved to approve the ratification and approval of Collective Bargaining Agreement between Kendall County, Illinois, the Kendall County Sheriff and the Illinois Fraternal Order of Police Labor Council (Full-Time Records Clerks Bargaining Unit) effective December 1, 2019 through November 30, 2024. Member Flowers seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. Motion carried.

**ELECTED OFFICIAL REPORTS & OTHER DEPARTMENT REPORTS**

**Emergency Management Agency**

Roger Bonuchi reported on the purchases and distribution of COVID PPE.

**Sheriff**

Sheriff Baird spoke about the handling of inmates and new inmates in the jail with COVID.

**STANDING COMMITTEE REPORTS**

## Finance

### Tuberculosis Care and Treatment Fund

Member Kellogg moved to approve the resolution of the Kendall County Board abolishing the Board of Directors of the Tuberculosis Care and Treatment Fund. Member Prochaska seconded the motion.

Member Prochaska stated that State Statute set how this is levied. Board of Health and Health Department capable of handling an outbreak.

Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 20-37 is available in the Office of the County Clerk.

## Economic Development

### Thomas P. Miller Contract

Member Kellogg moved to approve a 7 month contract with Thomas P. Miller and Associates, LLC in the amount of \$5,000 a month expiring January 31, 2021. Member Flowers seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

## SPECIAL COMMITTEE REPORTS

### ISACo, UCCI, NACO, and other County Organizations

Member Prochaska stated that the committees were working on the distribution of the CURES Act funds.

## OTHER BUSINESS

County Administrator Scott Koeppel informed the board that the CURES Act funds to Kendall County is \$1,040,000 and the Health Department \$90,000. Members discussed the submission, plan and use of the funds.

## Chairman's Report

Member Kellogg moved to approve the appointments. Member Gilmour seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye except Flowers who voted present. **Motion carried.**

## Appointment(s)

Jeff Wehrli – Ethics Commission Advisor – 2 year term – expires April 2022  
Jim Horton – Lisbon Seward Fire Protection District– 3 year term – expires April 2023  
Brian DeBolt – Little Rock Fox Fire Protection District– 3 year term – expires April 2023  
Clifton Eichelberger – Little Rock Fox Fire Protection District– 3 year term – expires April 2023  
Duayne Christian – Newark Sanitary District– 3 year term – expires July 2023  
Joseph Steffen – Newark Sanitary District– 3 year term – expires July 2023  
David Thompson – Newark Sanitary District– 3 year term – expires July 2023  
Jay DeMarco – Replacing Christina Cooper - Board of Health– 3 year term – expires July 2023  
Carlo Colosimo - Board of Health– 3 year term – expires July 2023  
Karen Kelly - Board of Health– 3 year term – expires July 2023  
Gabriella Shanahan - Board of Health– 3 year term – expires July 2023  
Eric Bernacki – Historic Preservation Commission – 4 year term – expires July 2024  
Kristine Heiman – Historic Preservation Commission – 2 year term – expires July 2022  
Jeff Wehrli - Historic Preservation Commission Chairman – 3 year term – expires July 2023  
Elizabeth Flowers – Historic Preservation Commission – 1 year term – expires July 2021  
Erik Gauss – Kendall Housing Authority – 5 year term – expires July 2025  
Richard “Dick” Whitfield – Zoning Board of Appeals – 5 year term – expires July 2025

## PUBLIC COMMENT

Todd Milliron stated that the appointments to the Health Department was commendable. Mr. Milliron asked where we are at with the census. Is the Health Department able to trace someone with the coronavirus?

## QUESTIONS FROM THE PRESS

Jim Wyman from WSPY asked about the Historic Preservation Commission appointments and consulting on the Board of Health appointments. He asked about businesses that applied for the grants if they received any grant funds. Will the remote meetings end?

#### **ADJOURNMENT**

Member Kellogg moved to adjourn the County Board Meeting until the next scheduled meeting. Member Prochaska seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Approved and submitted this 16th day of July, 2020.

Respectfully submitted by,  
Debbie Gillette  
Kendall County Clerk



# COUNTY OF KENDALL, ILLINOIS

## ANIMAL CONTROL COMMITTEE

### MEETING MINUTES

Wednesday, July 29, 2020

**Call to Order** – The meeting was called to order by Committee Chair Amy Cesich at 8:30 a.m.

#### **Roll Call**

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		
Elizabeth Flowers	Present (Remotely)		
Scott Gengler	Here (Remotely)		
Matthew Prochaska	Here		
Robyn Vickers	Here (Remotely)		

**With five members present, a quorum was established to conduct committee business.**

Others present: Matt Kinsey, Scott Koeppel, Laura Pawson

**Approval of Agenda** – Motion made by Member Prochaska, second by Member Flowers to approve the agenda.

#### **Roll Call**

Attendee	Vote
Elizabeth Flowers	Aye
Scott Gengler	Yes
Matthew Prochaska	Yes
Robyn Vickers	Yes
Amy Cesich	Yes

**With five members voting aye, the motion carried by a vote of 5-0.**

**Approval of Minutes** – Motion made by Member Prochaska to approve the minutes from June 24, 2020 second by Member Vickers.

#### **Roll Call**

Attendee	Vote
Scott Gengler	Yes
Matthew Prochaska	Yes
Robyn Vickers	Yes
Amy Cesich	Yes
Elizabeth Flowers	Yes

**With five committee members in agreement, the minutes were approved by a 5-0 vote.**

## **Monthly Reports**

- **Census Log** – Laura Pawson reviewed the census log with the committee.

### **Shelter Count as of July 21, 2020**

Dogs Available for Adoption: 1

Unavailable Dogs for Adoption: 7

Cats Available for Adoption: 1

Unavailable Cats for Adoption: 0

## **Upcoming Events**

Volunteer Orientation at KCAC on Saturday, August 15 2:30pm-4pm

- **Bite Report** – Ms. Pawson reviewed the Bite Report, and said there were several with multiple bites. The report indicated there were 22 dog bites and 0 cat bite for the month of June. Written report provided.
- **Operations Report** – Ms. Pawson reported that while they were closed due to Covid-19, they were able to scan and file documentation, and organize the office more efficiently.

Ms. Pawson stated that the offices are very crowded and there is difficulty in hearing, holding conversations, and moving around with multiple people in each office area.

**Accounting Report** – Written report provided.

**Old Business** – None

## **New Business**

*Discussion of Animal Control Finances* – Scott Koeppel reviewed the Accounting Report with the committee, and stated that rabies tags are down due to Covid-19 and the Animal Control and Vet office closures. Mr. Koeppel stated they anticipate an increase in rabies tag sales as vet offices reopen. Discussion on including sale of dog rabies tags and cat rabies tags on future reports.

Mr. Koeppel also stated that expenditures are lower due to office closure, there is an increase in the part-time employee salary line, and Director Pawson will adjust scheduling to watch that line item.

There will be a transfer of \$92,500 for the building renovations, and also transfers out of \$15,000 for IMRF, \$12,000 for SS, and \$53,280 to the General fund.

Member Prochaska asked about using Population Control funds for vehicle maintenance by adding marketing for pet spay/neutering, feral cat program or for some type of awareness campaign.

**Executive Session** – Not needed

**Action Items for the County Board** – None

**Action Items for the Committee of the Whole** – None

**Questions from the Media** – None

**Public Comment** – None

**Adjournment** – Member Prochaska made a motion to adjourn the meeting, second by Member Flowers. **With five members present in agreement, the meeting was adjourned at 8:59a.m.**

Respectfully Submitted,

Valarie McClain  
Administrative Assistant & Recording Clerk

**COUNTY OF KENDALL, ILLINOIS  
COMMITTEE OF THE WHOLE  
REMOTE MEETING MINUTES  
Thursday, July 16, 2020**

**CALL TO ORDER AND PLEDGE OF ALLEGIANCE** - The meeting was called to order at 4:01p.m. by County Board Chair Scott Gryder, who led the Pledge of Allegiance to the American Flag.

**ROLL CALL:**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Amy Cesich	Here		
Elizabeth Flowers	<b>ABSENT</b>	5:08p.m.	
Scott Gengler	Here		
Tony Giles	<b>ABSENT</b>		
Judy Gilmour	Here		
Scott Gryder	Present		
Audra Hendrix	Here		
Matt Kellogg	Present		
Matthew Prochaska	Here		
Robyn Vickers	Here		

**Others Present:** Latreese Caldwell, Fran Klaas, Matt Kinsey, Scott Koeppel, James Webb

**APPROVAL OF AGENDA** – Member Cesich made a motion to approve the agenda, second by Member Prochaska.

**ROLL CALL VOTE**

<b>Attendee</b>	<b>Status</b>
Amy Cesich	Yes
Elizabeth Flowers	<b>ABSENT</b>
Scott Gengler	Yes
Tony Giles	<b>ABSENT</b>
Judy Gilmour	Yes
Scott Gryder	Yes
Audra Hendrix	Yes
Matt Kellogg	Yes
Matthew Prochaska	Yes
Robyn Vickers	Yes

**With eight members present voting aye, the motion carried by a vote of 8-0. Member Flowers and Member Giles were absent for this vote.**

**OLD BUSINESS** – None

**NEW BUSINESS**

**From Admin HR Committee:**

- *Demonstration of Socrata Open Finance (Transparency) Module* – Lisa Gerard, from the Tyler Munis Company provided information on the Socrata Open Finance Transparency module which is a hosted solution that provides financial transparency of ERP financial data into a highly consumable, interactive, contextualized visual interface as a way to meet the public’s need to understand and easily access the County finances including budget, expenditures, and payroll, and capital budgets and projects.

Discussion on the initial investment to install and implement the system, the annual \$16,000 support fees, the County’s current web service, why Technology is requesting the change, and if there is need for any change to what is currently being used at this time.

**PUBLIC COMMENT** – None

**QUESTIONS FROM THE MEDIA** – Jim Wyman asked what website service the County currently uses and the annual cost and type of support received.

**CHAIRMAN’S REPORT** – Chairman Gryder reported that Kendall County has been moved to the North Central Region for Covid-19 Response joining 11 other counties following County lines.

**REVIEW BOARD ACTION ITEMS** – Chairman Gryder asked the committee to review the draft County Board agenda.

**EXECUTIVE SESSION** – Member Prochaska made a motion to enter into Executive Session for the purpose of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body (5ILCS 120/2 (1); and the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired (5ILCS 120/2 (5); second by Member Cesich.

**ROLL CALL**

<b>Attendee</b>	<b>Status</b>
Amy Cesich	Yes
Elizabeth Flowers	<b>ABSENT</b>
Scott Gengler	Yes
Tony Giles	<b>ABSENT</b>
Judy Gilmour	Yes
Scott Gryder	Yes
Audra Hendrix	Yes
Matt Kellogg	Yes
Matthew Prochaska	Yes
Robyn Vickers	Yes

**With eight members present voting aye, the committee entered into Executive Session at 4:49p.m. Member Giles and Flowers were absent.**

**Member Flowers joined the meeting at 5:08p.m.**

**The committee reconvened into Open Session at 5:43p.m.**

**ADJOURNMENT** – Member Prochaska made a motion to adjourn the meeting, second by Member Kellogg. **With nine members voting aye, the meeting was adjourned at 5:45p.m.**

Respectfully Submitted,

Valarie McClain  
Administrative Assistant and Recording Secretary

**COUNTY OF KENDALL, ILLINOIS**  
**BUDGET & FINANCE COMMITTEE**  
**Meeting Minutes for Thursday, July 16, 2020**

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**Call to Order** - Committee Chair Matt Kellogg called the Budget and Finance Committee to order at 5:46p.m.

**Roll Call**

Attendee	Status	Arrived	Left Meeting
Amy Cesich	Present		5:56p.m.
Scott Gryder	Present		
Audra Hendrix	ABSENT		
Matt Kellogg	Present		
Matthew Prochaska	Here		

**Others Present** – Latreese Caldwell, Scott Gengler, Matthew Kinsey, Scott Koeppel

**Approval of Agenda** – Member Prochaska made a motion to approve the agenda, second by Member Gryder. **With four members present voting aye, motion passed by a vote of 4-0.**

**Approval of Forwarding Claims for Final County Board Approval** – Member Cesich made a motion to forward the claims to the County Board for final approval, second by Member Gryder. **With four members present voting aye, the motion carried by a vote of 4-0.**

**Department Head and Elected Official Reports** – None

**Items from Other Committees** – None

**Items of Business**

Latreese Caldwell reviewed the General Fund Income Statement for period ending June 30, 2020, Revenues, Expenditures, Transfers In and Transfers Out with the committee. Discussion on variances between last year and this year at this same point.

**Public Comment** – None

**Questions from the Media** –

**Items for the July 21, 2020 County Board Meeting**

- *Forwarding Claims for Final County Board Approval*

**Executive Session** – Not needed

**Adjournment** – Member Gryder made a motion to adjourn the Budget and Finance Committee meeting, Member Prochaska seconded the motion. **The meeting was adjourned at 6:09p.m. by a 4-0 vote.**

Respectfully submitted,

Valarie McClain  
Administrative Assistant



**COUNTY OF KENDALL, ILLINOIS**  
**Health & Environment Committee**  
**Monday, July 20, 2020**  
**Meeting Minutes**

**CALL TO ORDER**

The meeting was called to order by Chair Judy Gilmour at 8:32a.m.

**ROLL CALL**

Attendee	Status	Arrived	Left Meeting
Judy Gilmour	Here		
Robyn Vickers	Here		
Elizabeth Flowers		8:36a.m.	
Scott Gengler	Here		
Tony Giles	<b>ABSENT</b>		

**OTHERS PRESENT:** Megan Andrews, National Resources Conservation Service Soil Conservationist, Steve Curatti, Kendall County Health Department Assistant Executive Director, Alyse Olson, Kendall County Soil & Water District Resource Conservationist; Aaron Rybski, Kendall County Health Department Environmental Health Director, and RaeAnn Van Gundy, Kendall County Health Department Executive Director/Public Health Administrator; Christine Cooper, former Kendall County Board of Health Member

**APPROVAL OF AGENDA** – Member Gengler made a motion to approve the agenda, second by Member Gilmour. **With three members present in agreement, the motion carried.**

**STATUS REPORTS**

- **Board of Health** –  
Director Van Gundy reported that the Board of Health met in May and June and primarily focused on the hiring process for replacing Dr. Tokars. The Board of Health meets again on Tuesday, July 21, 2020.
- **Health Department** – Steve Curatti, Assistant Executive Director, announced the recent promotions of RaeAnn Van Gundy – Executive Director/Public Health Administrator; Steve Curatti, Assistant Executive Director and Katy Williams, Fiscal Coordinator. Member Gilmour congratulated RaeAnn and Steve on their promotions and wished them well.

Mr. Curatti talked about the strategies and processes the Health Department has in place for dealing with Covid-19, and the actions Health Department Communicable Disease personnel continue such as notifying, tracking and providing PPE supplies (Masks, Gloves and Hand Sanitizer) to citizens that have tested positive for Covid-19. Mr. Curatti stated that employees conducted follow-up calls and visits to the citizens, bringing supplies to those that needed additional assistance. Mr. Curatti reported that Community Action Nurses have

been doing some tracking, and the Health Department has hired temporary staff to assist in the tracking as well.

Discussion on Long-Care and Group Home Facilities in the County, outbreaks in four facilities, the number of deaths related to the pandemic, and steps, education and resources provided to these facilities for prevention of the spread of Covid-19, and steps to ensure the safety and health of employees and residents throughout Kendall County.

Aaron Rybski reported that Health Inspectors have been instrumental in preparing for face-to-face inspections, and providing education and resources to local restaurants, bars and businesses for curbside, drive through and carry out service, as well as the opening of indoor dining since the pandemic began on March 15, 2020.

Discussion and reporting from Member Gengler and Vickers on the SD115 and SD308 school opening in the fall. Both Districts are giving parents the option of Hybrid studies for Grades K-5, with Art, Music, PE, and Social Studies occurring remotely in the afternoons. The middle schools will go to school 5 days per week from 9am-12noon. High School plans include two groups of students going to school three days per week one week, and two days remotely, and two days the next week, with three days remotely. Middle and High School students were given the option to totally opt-out of in-person attendance for e-learning only. HIS has authorized Sports teams to conduct non-contact practice only, with mandatory requirement that all participants wear face masks.

- **Kendall County Soil and Water District** – Megan Andrews introduced the new Kendall County Soil & Water District Resource Conservationist Alyse Olson who has replaced Megan Andrews who advanced and is working for the National Resources Conservation Service as a Soil Conservationist. Ms. Andrews also reported that Education Coordinator Hannah Weaver moved to central Illinois recently and will be replaced by Ariel Beauchamp on August 1, 2020. Ms. Andrews said that with the supportive funding from the County, KC SW has been able to hire Julie Brown as the Administrative Coordinator for the office.

Alyse Olson shared that Spring Tree and Fish sales took place in April and May, with deliveries being provide to each individual's vehicle. Fall Tree and Fish Sales are planned for October.

- **Water Related Groups** – No report
- **708 Mental Health Board** – No report

**OLD BUSINESS** – None

**NEW BUSINESS** - None

**CHAIRMAN'S REPORT** – Chair Gilmour thanked Christina Cooper for her work on the Board of Health. Ms. Cooper stated that she enjoyed her work on the Board for the last 11 or 12 years, she voiced her disappointment in not being reappointed, and stated that she's concerned that the Mental Health field will no longer be represented on the Board of Health.

**PUBLIC COMMENT** – None

**ITEMS FOR COMMITTEE OF THE WHOLE** – None

**COUNTY BOARD ACTION ITEMS** – None

**EXECUTIVE SESSION** – Not Needed

**ADJOURNMENT** – Member Flowers made a motion to adjourn the meeting, second by Member Gengler. **With four members present voting aye, the meeting was adjourned at 9:27a.m.**

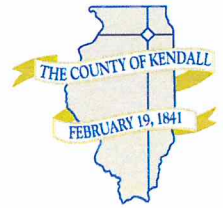
Respectfully Submitted,

Valarie McClain  
Administrative Assistant and Recording Clerk



# **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](http://www.co.kendall.il.us/sheriff)



## INTEROFFICE MEMORANDUM

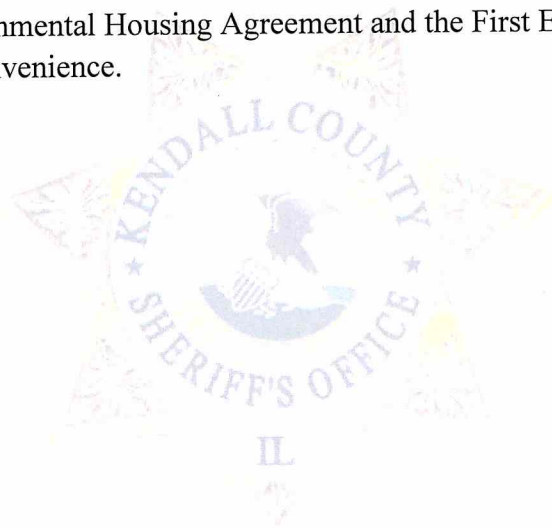
To: County Board  
From: Dwight Baird, Sheriff *DAB*  
Date: 7/20/20  
Re: Extension Of the IGA With Kane County  
Copies: As Needed

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Please see attached Extension of and Second Amendment to the 2016 Intergovernmental Agreement between Kendall County and Kane County for the housing of detainees.

This extends the current housing agreement to June 25, 2021. All other terms remain the same. The State's Attorney's office has reviewed and approved the extension and amendment.

Copies of the Intergovernmental Housing Agreement and the First Extension and Amendment are attached for your convenience.



**SECOND EXTENSION OF AND SECOND AMENDMENT TO THE  
2016 INTERGOVERNMENTAL AGREEMENT BETWEEN  
KENDALL COUNTY, ILLINOIS, AND KANE COUNTY,  
ILLINOIS, FOR THE HOUSING OF DETAINEES**

This Second Extension & Second Amendment modifies the Intergovernmental Agreement effective June 24, 2016 (the "Agreement" or "IGA"), attached hereto as Exhibit "A," and as previously modified by the Extension and First Amendment effective June 25, 2019, attached hereto as "Exhibit B," by and between the County of Kane, on behalf of the Sheriff of Kane County (collectively referred to as "Kane County") and the County of Kendall, on behalf of the Sheriff of Kendall County (collectively referred to as "Kendall County"), (collectively, the "Parties"). This Second Extension & Second Amendment shall be effective June 26, 2020.

**WHEREAS**, Section 13 of the IGA allowed the Parties to exercise an option for a one-year extension of the IGA; and

**WHEREAS**, by executing the Extension and First Amendment, the Parties exercised that one-year extension option effective June 25, 2019; and

**WHEREAS**, the Parties now desire to extend the IGA for an additional one-year term effective June 26, 2020; and

**WHEREAS**, because Section 13 of the IGA allows for only one one-year extension, and said extension was previously exercised, the IGA must be modified in order to allow for multiple one-year extensions.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are conclusively acknowledged, the Parties mutually agree to the following:

- I. AMENDMENTS.** The Parties agree to the below amendments:
  - a.** Section 13 shall be modified as follows: "The initial terms of this Agreement shall be for a period of Thirty-six (36) months and may be extended for successive One (1) year terms, if mutually agreed to in writing and signed by both parties."
  - b.** The paragraph added to Section 7 by the Extension and First Amendment shall be modified as follows: "For the duration of any one-year extension terms, as set forth in paragraph 13, the compensation to KENDALL COUNTY shall be increased from Sixty (\$60.00) dollars to Seventy (\$70.00) dollars per day, per prisoner. Payments shall in all other ways comply with this Section."
- II. EXTENSION.** The Parties agree to exercise the right to extend this agreement in accordance with Section 13 of the IGA, as amended. The IGA is therefore extended for one additional year. The term of the extension will be from June 26, 2020 to June 25, 2021 ("Extended Term").



Except as set forth in this Second Extension & Second Amendment, the IGA, as previously amended, is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Second Extension & Second Amendment and the IGA or any earlier amendment, the terms of this Second Extension & Second Amendment will prevail.

**IN WITNESS WHEREOF**, the undersigned duly authorized officers have subscribed their names on behalf of the Parties and have caused this Second Extension & Second Amendment to be executed.

County of Kane

County of Kendall

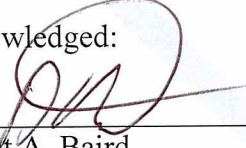
\_\_\_\_\_  
Christopher J. Lauzen, Chairman

\_\_\_\_\_  
Scott Gryder, Board Chairman

Acknowledged:

Acknowledged:

\_\_\_\_\_  
Ron Hain  
Kane County Sheriff

  
\_\_\_\_\_  
Dwight A. Baird  
Kendall County Sheriff

16AM 19-24

**EXTENSION OF AND FIRST AMENDMENT TO THE 2016  
INTERGOVERNMENTAL AGREEMENT BETWEEN KENDALL  
COUNTY, ILLINOIS AND KANE COUNTY, ILLINOIS FOR THE  
HOUSING OF DETAINEES**

This Extension and First Amendment ("Extension & Amendment") modifies the Intergovernmental Agreement effective June 24, 2016 (the "Agreement" or "IGA"), attached hereto as Exhibit "A," by and between the County of Kane, on behalf of the Sheriff of Kane County (collectively referred to as "Kane County") and the County of Kendall, on behalf of the Sheriff of Kendall County (collectively referred to as "Kendall County"), (collectively, the "Parties"). This Extension & Amendment shall be effective June 25, 2019.

**WHEREAS**, the Parties desire to exercise the One-Year Extension Option set forth under Section 13 of the IGA; and

**WHEREAS**, the Parties desire to modify Section 7 of the IGA for purposes of more adequately reflecting the current cost of housing inmates; and

**WHEREAS**, the Parties desire to modify Section 14 of the IGA to remove an inconsistency between Section 13 and Section 14 regarding the proper procedure for extending or renewing the IGA.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are conclusively acknowledged, the Parties mutually agree to the following:

I. **EXTENSION.** The Parties agree to exercise the right to extend this agreement in accordance with Section 13 of the IGA. The IGA is therefore extended for one additional year. The term of the extension will be from June 25, 2019 to June 25, 2020 ("Extended Term").

II. **AMENDMENTS.** The Parties agree to the below amendments:

- a. The following paragraph shall be added to the bottom of Section 7: "For the duration of the one-year extension term, set forth in paragraph 13, the compensation to KENDALL COUNTY shall be increased from Sixty (\$60.00) dollars to Seventy (\$70.00) dollars per day, per prisoner. Payments shall in all other ways comply with this Section."
- b. Section 14 shall be modified as follows: "This Agreement shall become effective upon the date of acceptance by all parties hereto. This Agreement may be amended with written consent of all parties hereto ~~and, provided a need continue to exist, may be renewed thirty (30) days prior to the expiration date for a period not to exceed one year for each renewal.~~

Except as set forth in this Extension & Amendment, the IGA is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Extension & Amendment and the Agreement or any earlier amendment, the terms of this Extension & Amendment will prevail.

**IN WITNESS WHEREOF**, the undersigned duly authorized officers have subscribed their names on behalf of the Parties and have caused this Extension & Amendment to be executed.

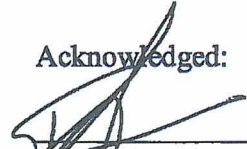
County of Kane

  
\_\_\_\_\_  
Christopher J. Lauzen, Chairman

County of Kendall

  
\_\_\_\_\_  
Scott Gryder, Board Chairman

Acknowledged:

  
\_\_\_\_\_  
Ron Hain  
Kane County Sheriff

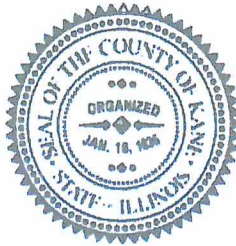
Acknowledged:

  
\_\_\_\_\_  
Dwight A. Baird  
Kendall County Sheriff



# COUNTY OF KANE

Christopher J. Lauzen  
Kane County Board Chairman



Kane County Government Center  
719 South Batavia Avenue  
Geneva, IL 60134  
P: (630) 232-5930  
F: (630) 232-9188  
[clauzen@kanecoboard.org](mailto:clauzen@kanecoboard.org)  
[www.countyofkane.org](http://www.countyofkane.org)

## DOCUMENT VET SHEET

for  
Christopher J. Lauzen  
Chairman, Kane County Board

Name of Document: Extension of First Amendment to the 2016 IGA between  
Kendall County and Kane County for Housing Detainees

Resolution No.: 19-283

Submitted by: Sheriff Ron Hain

Dept. Head Signature & Date:  
(Subject Matter Sign-off)

Date Submitted: August 13, 2019

Legal Review of Contract  
Terms (Atty. Sign-off):

Approved by: Joseph F. Lulves  
(Legality) (Print name)

Joseph Lulves  
(Signature)  
August 14, 2019  
(Date)

Post on the Web: YES ☒ NO ☐ Atty. Initials jfl

Comments:

Chairman signed: YES ☒ NO ☐ 8/20/19  
(Date)

Document returned to: Christie Duffy / Sheriff's office  
(Name/Department)

16AM16-27

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

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

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

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

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

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

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

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

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

**2. HOUSING**

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



### **3. CLASSIFICATION OF INMATES**

KANE COUNTY agrees that the prisoners to be housed by the Sheriff of Kendall County will be limited to the following classified offenders:

- a) Prisoners currently serving sentences imposed for commission of a misdemeanor who are within one year of release.
- b) Prisoners currently serving sentences imposed for commission of felony offenses who, as a condition of probation, are required to be incarcerated for a period of six months or less.
- c) Prisoners who are of pre-trial and pre-sentence classification as chosen by KANE COUNTY staff.

The Sheriff of Kendall County agrees to accept and securely keep all such prisoners delivered to him under the terms of this Agreement.

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

### **4. LOCATION OF HOUSING**

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

### **5. POLICY AND SCOPE OF SERVICES**

The Sheriff of Kendall County agrees to comply with the requirements of the Unified Code of Corrections, the County Jail Act, and all other applicable laws regarding adequate care, food, bedding, clothing, inspection, supervision, mail privileges, personal hygiene and facilities, haircuts, recreation, commissary, laundry, religious ministrations, and access to a television or a radio system.

KANE COUNTY and KENDALL COUNTY further agree as follows:

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

## **6. TRANSPORTATION AND REMOVAL OF PRISONERS**

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

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

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

It is further expressly agreed by and between the parties hereto that any KANE COUNTY prisoner in the Kendall County jail who is subject to discharge by due course of law shall be returned to the custody of the Sheriff of Kane County on



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

The Sheriff of Kendall County shall, at no additional expense to Kane County, comply with all writs and other valid process, including the transportation of inmates within Kendall County. Provided, however, that if a writ is issued for appearance in a Kane County Court, or any jurisdiction outside of Kendall County, the Kane County Sheriff shall provide all transport therefore.

## **7. PAYMENT**

As consideration for the foregoing KANE COUNTY agrees to provide compensation to KENDALL COUNTY in the amount of Sixty (\$60.00) dollars per day, per prisoner, and payment of each such sum in total shall be made monthly by KANE COUNTY as hereinafter specified, and failure of KANE COUNTY to so remit payment within a reasonable time as set forth below shall constitute breach of this Agreement and will constitute cause for termination. The Sixty (\$60.00) dollars per day fee shall be paid by KANE COUNTY even if an inmate is in the KENDALL COUNTY facility for only a portion of a day. As such, for the purpose of this agreement, an inmate held by KENDALL COUNTY at its facility shall be considered held for a whole day if the inmate is held for less than twelve (12) hours.

All billing records, evidence of services performed as may be required by KANE COUNTY shall be supplied by KENDALL COUNTY. The Sheriff of Kendall County shall submit monthly invoices to KANE COUNTY citing the number of utilized beds at sixty (\$60.00) dollars per day. Invoices if sent by mail will be sent to the Kane County Sheriff's Office, 37W755 IL Route 38, Suite A, St. Charles, IL 60175. Otherwise, such invoices may be sent via email to the Kane County Sheriff or his designee. Invoices are to be paid to the Sheriff of Kendall County within a reasonable time after their receipt, but in no case shall the time exceed 60 days from the date the invoice is dated and sent.

## **8. MEDICAL CARE**

KENDALL COUNTY shall provide all reasonable and necessary medical, dental and psychological care to KANE COUNTY prisoners confined in the KENDALL COUNTY jail under this agreement while such prisoners are residents of the KENDALL COUNTY facility. Reasonable and necessary care is that which is required by applicable law. In any event, KENDALL COUNTY shall provide such in-house medical, optical, dental, medical prescription care and psychological services provided to other inmates confined in the KENDALL COUNTY jail. It is expressly agreed by and between the parties hereto that hospitalization, non-routine medical and dental care, including prescriptions, or any such KANE COUNTY prisoner care, where such hospitalization, non-

routine medical and dental care, including prescriptions, is authorized and mandated by any physician in the employ of, or under contract to the COUNTY OF KENDALL will be the financial responsibility of KANE COUNTY, for said prisoner or prisoners. In consideration therefore, KANE COUNTY shall pay to KENDALL COUNTY the costs of medical care and attention for said prisoners, if such medical care is not billed directly by the medical provider to KANE COUNTY. At the time of admission or as soon thereafter as possible, the Kendall County Sheriff shall notify Kane County Sheriff, of the fact and the name of such hospitalization. If a KANE COUNTY prisoner is admitted for in-patient services, the Kane County Sheriff will provide the guards during the time of such in-patient care.

**9. MERITORIOUS GOOD TIME**

It is expressly agreed by and between the parties hereto, that all good time to be awarded to any prisoner of KANE COUNTY housed in the KENDALL COUNTY facility will be awarded by the original incarcerating authority, pursuant to the County Jail Good Behavior Allowance Act, 730 ILCS 130/1 et seq., and all sentence computations for KANE COUNTY prisoners serving sentences and confined in the KENDALL COUNTY jail will be prepared by the Sheriff of Kane County.

**10. DOCUMENTATION AND ESCAPE OF PRISONER**

The Sheriff of Kendall County agrees to document fully and to prepare an incident report on KENDALL COUNTY's customary forms regarding unusual or notable occurrences involving KANE COUNTY prisoners including but not limited to: the use of force by an employee of Kendall County upon a Kane County prisoner, loss of property, fire, prisoner misconduct, escape or attempted escape, criminal activity, death or suicide attempt. These reports will be forwarded immediately to the Sheriff of KANE COUNTY or his designee. KANE COUNTY acknowledges and understands that they will only receive reports regarding KANE COUNTY prisoners that would be prepared in the normal course of business.

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

**11. RULES AND REGULATIONS**

It is agreed by and between the parties hereto that KANE COUNTY prisoners transferred under this Agreement are subject to the rules and regulations of the KENDALL COUNTY jail and the privileges or restrictions attaching thereto, and



are subject to no other rules and regulations or the granting of any privileges attaching to the KANE COUNTY Jail.

## 12. INDEMNIFICATION

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

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

It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the Sheriff of Kendall County or his agents or employees which may result from the presence of KANE COUNTY prisoners during contractual incarceration shall be the responsibility of KENDALL COUNTY.

KENDALL COUNTY agrees that it shall maintain liability insurance of one (1) million dollars per occurrence and three (3) million dollars in aggregate with an excess umbrella of nine (9) million dollars. Certificates of such insurance detailing the coverage therein shall be available to the County of Kane upon execution of this Agreement.

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

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

## 13. TERM

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

**14. AMENDMENT, MODIFICATION AND RENEWAL**

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

**15. APPLICABLE LAW**

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

**16. FINAL AGREEMENT OF PARTIES**

This writing constitutes the final expression of the Agreement of the parties. It is intended as a complete and exclusive statement of the terms of this Agreement, and it supersedes all prior and concurrent promises, representation, negotiations, discussions and Agreements that may have been made in connection with the subject matter hereof. No modification or termination of this Agreement shall be binding upon the parties hereto unless the same be in writing and appropriately executed with thirty (30) days written notice of termination.

**17. NOTICES**

All Notices given or sent hereunder shall be sent by United States Mail, postage prepaid, addressed to respective party at the address set forth on the signature page hereof or to such other address as the parties may designate in writing from time to time. And in the case of notice to Kendall County, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, and Attention: Eric Weis

**18. AUTHORIZATION**

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

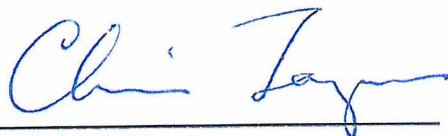


19. SEVERABILITY CLAUSE

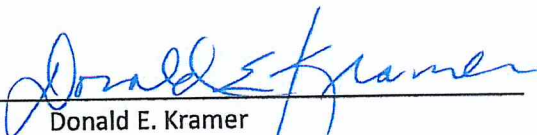
If any provision of this Agreement is held to be invalid, that provision shall be stricken from this Agreement and the remaining provisions shall continue in full force and effect to the fullest extent possible.

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

COUNTY OF KANE

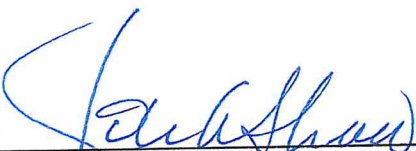
By'   
Christopher J. Lauzen  
Kane County Board Chairman

Date 25-18-16

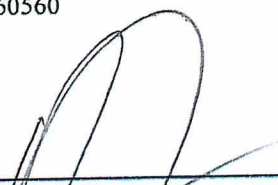
By'   
Donald E. Kramer  
Kane County Sheriff

Date 04/18/2016

COUNTY OF KENDALL

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

Date 6/21/16

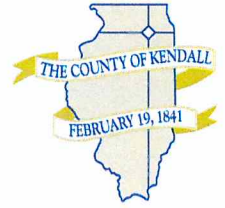
By'   
Dwight A. Baird  
Kendall County Sheriff  
Kendall County Sheriff's Office 1102 Cornell Lane  
Yorkville, Illinois 60560

Date 6/24/16




## **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](http://www.co.kendall.il.us/sheriff)



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### INTEROFFICE MEMORANDUM

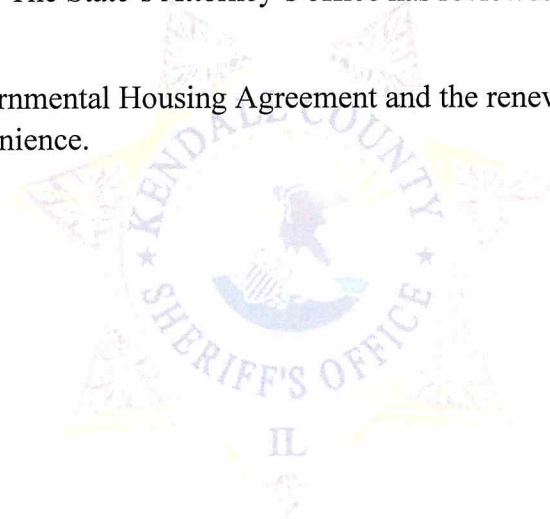
To: County Board  
From: Dwight Baird, Sheriff   
Date: 7/20/20  
Re: Renewal and Second Amendment Of the IGA with Cook County  
Copies: As Needed

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Please see attached Renewal of and Second Amendment to the Intergovernmental Agreement between Kendall County and Cook County.

The increases the per diem from \$60.00 to \$70.00, to make the rate equitable to other housing agreements. It also extends the current housing agreement to September 12, 2022. All other terms remain the same. The State's Attorney's office has reviewed and approved the extension and amendment.

Copies of the Intergovernmental Housing Agreement and the renewal and first amendment are attached for your convenience.



**RENEWAL AND SECOND AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT BETWEEN KENDALL  
COUNTY, ILLINOIS AND COOK COUNTY, ILLINOIS**

This Renewal and Second Amendment (this "Renewal & Second Amendment") modifies the Intergovernmental Agreement effective September 14, 2016 (the "Agreement" or "IGA"), attached as Exhibit A, by and between the County of Cook, on behalf of the Sheriff of Cook County (collectively referred to as "Cook County") and the County of Kendall, on behalf of the Sheriff of Kendall County (collectively referred to as "Kendall County"), (collectively, the "Parties"), as amended on September 26, 2018 through the Renewal and First Amendment to the Intergovernmental Agreement Between Kendall County, Illinois and Cook County, Illinois ("2018 Renewal and First Amendment"), attached as Exhibit B. This Renewal & Second Amendment shall be effective September 16, 2020.

**WHEREAS**, the Parties desire to exercise the Second Renewal Option set forth under Article III of the IGA; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are conclusively acknowledged, the Parties mutually agree to amend the Agreement as follows:

- I. TERM.** The first two sentences of Article III, "Term of the Agreement/Cancellation" shall be deleted and replaced with the following language: "The term of this IGA shall be from 9/16/20 and end on 9/15/22. The Parties may renew this IGA every two years, thereafter. The renewal must be in writing and signed by both parties. This IGA may be amended upon the mutual written agreement of the parties. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party."
- II. PER DIEM.** Article IV, Section G, "Per Diem" as modified by the 2018 Renewal and First Amendment, is amended to reflect a new per diem compensation rate of \$70. Article IV, Section G, as modified by the 2018 Renewal and First Amendment, is deleted and replaced with the following language in order to reflect that change:

  - 1. Inmate Housing Fee.** As consideration for the foregoing, Cook County agrees to provide compensation to Kendall County in the amount of seventy dollars (\$70.00) per day, per detainee, and payment of each such sum in total shall be made monthly by Cook County as hereinafter specified. Failure of Cook County to so remit payment within a reasonable time as set forth below shall constitute breach of this Agreement and will constitute cause for termination. The seventy dollars (\$70.00) per day fee shall be paid by Cook County even if an inmate is in the Kendall County facility for only a portion of a day. As such, for the purpose of this agreement, an inmate held by Kendall County at its facility shall be considered held for a whole day if the inmate is held for less than twelve (12) hours.
  - 2. Medical Services Billing.** In consideration of the terms set forth in Article IV, Section D, Subject (4) "Medical Services," Cook County shall be responsible for costs associated with "hospitalization, [and] non-routine medical and dental care, including prescriptions" for which Kendall County has incurred non-routine cost. Cook County shall satisfy medical services costs incurred pursuant to this IGA from the County Jail Medical Costs Fund established under Section 46-3 of the Cook County Code. *See* Ord. No. 10-O-48, 9-1-2010.



3. **Invoicing.** All billing records, evidence of services performed as may be required by Cook County shall be supplied by Kendall County. The Sheriff of Kendall County shall submit monthly invoices to Cook County citing the number of utilized beds at seventy dollars (\$70.00) per day. Invoices, if sent by mail, will be sent to the Cook County Sheriff's Office, Finance Department, 69 W. Washington, Suite 1410, Chicago, IL 60602. Otherwise, such invoices may be sent via email to the Cook County Sheriff or his designee. Invoices are to be paid to the Sheriff of Kendall County within a reasonable time after their receipt, but in no case shall the time exceed 60 days from the date the invoice is dated and sent.

Except as set forth in this Renewal & Second Amendment and the Renewal and First Amendment, the IGA is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Renewal & Second Amendment and the Agreement or any earlier amendment, the terms of this Renewal & Second Amendment will prevail.

**IN WITNESS WHEREOF**, the President of the Cook County Board of Commissioners and the County Board Chairman of the Kendall County Board have caused this Renewal & Amendment to be executed.

County of Cook

County of Kendall

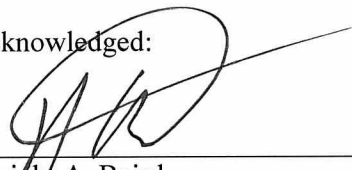
\_\_\_\_\_  
Toni Preckwinkle, President

\_\_\_\_\_  
Scott Gryder, Board Chairman

Acknowledged:

Acknowledged:

\_\_\_\_\_  
Thomas J. Dart  
Cook County Sheriff

  
\_\_\_\_\_  
Dwight A. Baird  
Kendall County Sheriff

Approved as to form:

\_\_\_\_\_  
Cook County State's Attorney

**RENEWAL OF AND FIRST AMENDMENT TO THE 2016  
INTERGOVERNMENTAL AGREEMENT BETWEEN KENDALL  
COUNTY, ILLINOIS AND COOK COUNTY, ILLINOIS FOR THE  
HOUSING OF DETAINEES**

This Renewal and First Amendment (this "Renewal & Amendment") modifies the Intergovernmental Agreement effective September 14, 2016 (the "Agreement" or "IGA"), attached hereto as Exhibit "A," by and between the County of Cook, on behalf of the Sheriff of Cook County (collectively referred to as "Cook County") and the County of Kendall, on behalf of the Sheriff of Kendall County (collectively referred to as "Kendall County"), (collectively, the "Parties"). This Renewal & Amendment shall be effective September 14, 2018.

**WHEREAS**, the Parties desire to exercise the First Renewal Option set forth under Article III of the IGA; and

**WHEREAS**, the Parties desire to clarify the terms of the IGA for purposes of the cost of inmate medical care; and

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are conclusively acknowledged, the Parties mutually agree to amend the Agreement as follows:

- I. WAIVER.** Both parties agree to waive the requirement that the agreement be renewed thirty (30) days prior to the expiration date, as set forth in Article III of the original Agreement. This waiver is limited to the 2018-2019 renewal.
- II. TERM.** The first two sentences of Article III, "Term of the Agreement/Cancellation" shall be deleted and replaced with the following language: "The term of this IGA shall be from 9/14/18 and end on 9/15/20. The Parties may renew this IGA every two years, thereafter. The renewal must be in writing and signed by both parties. This IGA may be amended upon the mutual written agreement of the parties. Either party may terminate this Agreement at any time upon thirty (30) days written notice to the other party."
- III. PER DIEM.** Article IV, Section G, "Per Diem," is amended as follows:
  1. **Inmate Housing Fee.** As consideration for the foregoing, Cook County agrees to provide compensation to Kendall County in the amount of Sixty dollars (\$60.00) per day, per detainee, and payment of each such sum in total shall be made monthly by Cook County as hereinafter specified. Failure of Cook County to so remit payment within a reasonable time as set forth below shall constitute breach of this Agreement and will constitute cause for termination. The Sixty dollars (\$60.00) per day fee shall be paid by Cook County even if an inmate is in the Kendall County facility for only a portion of a day. As such, for the purpose of this agreement, an inmate held by Kendall County at its facility shall be considered held for a whole day if the inmate is held for less than twelve (12) hours.



2. **Medical Services Billing.** In consideration of the terms set forth in Article IV, Section D, Subject (4) "Medical Services," Cook County shall be responsible for costs associated with "hospitalization, [and] non-routine medical and dental care, including prescriptions" for which Kendall County has incurred non-routine cost. Cook County shall satisfy medical services costs incurred pursuant to this IGA from the County Jail Medical Costs Fund established under Section 46-3 of the Cook County Code. See Ord. No. 10-O-48, 9-1-2010.
3. **Invoicing.** All billing records, evidence of services performed as may be required by Cook County shall be supplied by Kendall County. The Sheriff of Kendall County shall submit monthly invoices to Cook County citing the number of utilized beds at Sixty dollars (\$60.00) per day. Invoices if sent by mail will be sent to the Cook County Sheriff's Office, Finance Department, 69 W. Washington, Suite 1410, Chicago, IL 60602. Otherwise, such invoices may be sent via email to the Cook County Sheriff or his designee. Invoices are to be paid to the Sheriff of Kendall County within a reasonable time after their receipt, but in no case shall the time exceed 60 days from the date the invoice is dated and sent.

Except as set forth in this Renewal & Amendment, the IGA is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Renewal & Amendment and the Agreement or any earlier amendment, the terms of this Renewal & Amendment will prevail.

IN WITNESS WHEREOF, the President of the Cook County Board of Commissioners and the County Board Chairman of the Kendall County Board have caused this Renewal & Amendment to be executed.


County of Cook

  
Toni Preckwinkle, President


County of Kendall

  
Scott Gryder, Board Chairman

Acknowledged:

  
Thomas J. Dart  
Cook County Sheriff

Acknowledged:

  
Dwight A. Baird  
Kendall County Sheriff

Approved as to form:

  
Cook County State's Attorney

APPROVED BY THE BOARD OF  
COOK COUNTY COMMISSIONERS

SEP 26 2018

COM \_\_\_\_\_

**INTERGOVERNMENTAL AGREEMENT BETWEEN KENDALL COUNTY, ILLINOIS  
AND COOK COUNTY, ILLINOIS FOR THE HOUSING OF DETAINEES (2016)**

This Agreement, made and entered into on the last day of signature below, between the COUNTY OF COOK, a body politic and corporate of Illinois, on behalf of the Sheriff of Cook County (collectively referred to as "Cook County") and the COUNTY OF KENDALL, a body politic and corporate of Illinois, on behalf of the SHERIFF OF KENDALL COUNTY (collectively referred to as "Kendall County"), pursuant to authority granted by the Illinois Constitution of 1970, Article VII, Section 10 and Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

**I. RECITALS:**

**WHEREAS**, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

**WHEREAS**, Intergovernmental Cooperation Act, 5 ILCS 220/1, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

**WHEREAS**, 5 ILCS 220/2, defines a public agency as follows:

"any unit of local government as defined in the Illinois Constitution of 1970, any school district, any public community college district, any public building commission, the State of Illinois, any agency of the State government or of the United States, or of any other State, any political subdivision of another State, and any combination of the above pursuant to an intergovernmental agreement which includes provisions for a governing body of the agency created by the agreement.

**WHEREAS**, the Cook County Department of Corrections has a need for additional housing of detainees committed to its care and custody; and

**WHEREAS**, Kendall County has available space for housing said detainees committed to the care and custody of the Sheriff of Cook County; and

**WHEREAS**, it is understood that detainee populations vary greatly each day, and it is further understood that the Kendall County Jail will be utilized by the Cook County Sheriff's Office to place detainees in a secure environment to help address overcrowding, segregation and/or other issues facing the Cook County Department of Corrections and its detainee population;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, Cook County and Kendall County hereby agree as follows:

**II. INCORPORATION OF RECITALS:**

The recitals set forth above are incorporated herein as though fully set forth.



### **III. TERM OF AGREEMENT/CANCELLATION:**

This Agreement shall become effective upon the date of acceptance and signature by all parties. The term of this Agreement shall be two (2) years from said date of acceptance by all parties. This Agreement may, provided a need continues to exist, be renewed in writing thirty (30) days prior to the expiration date for a period not to exceed two (2) years for each renewal. This Agreement may be cancelled by any party upon thirty (30) days written notice to all parties.

### **IV. PROVISION OF DETENTION, SERVICES:**

#### **A. DETAINEE HOUSING SERVICES:**

The Kendall County agrees to provide detainee Housing Services ("Housing") for Cook County detainees as hereinafter provided. Housing is defined as the secure incarceration of detainees delivered to Kendall County by officials of the Cook County Department of Corrections.

#### **B. DETENTION STANDARDS:**

Kendall County agrees to operate the Kendall County Jail in accordance with state and federal law, including but not limited to, the Unified Code of Corrections and Illinois County Jail Act, and all other applicable laws regarding adequate care, food, bedding, clothing, inspection, supervision, mail privileges, personal hygiene and facilities, haircuts, recreation, commissary, laundry, religious ministrations and access to a television or a radio system.

#### **C. LOCATION OF HOUSING:**

Kendall County and Cook County further agree that all housing to be made available by Kendall County will be at the Kendall County Jail located at 1102 Cornell Lane Yorkville IL 60560 until such time as the detainee housed for Cook County will be transferred. No other Kendall County facility shall be utilized under this Agreement.

#### **D. SCOPE OF SERVICES:**

Cook County and Kendall County further agree as follows:

1. **Commissary:** The Sheriff of Kendall County shall maintain a commissary account for each Cook County detainee for the purposes of permitting purchases as allowed by the rules and regulations of the Kendall County Detention Center.
2. **Inmate Funds:** The Sheriff of Kendall County agrees to hold private monies of Cook County detainees while they are in the Kendall County Jail. If a detainee is released, a check may be issued for any remaining commissary funds and given to the Cook County Transport Deputy to be returned back to Cook



County or, Cook County may request by email any remaining commissary funds to be mailed to Cook County. If a detainee is transferred to another detention or correctional facility, he or she may request in writing that the funds be sent to the new facility; the detainee must supply the name and address of the facility and a proper inmate identification number.

3. **Clothing:** Kendall County will provide appropriate jail uniforms for each detainee accepted under this Agreement.
4. **Medical Services:** Kendall County shall provide all reasonable and necessary medical, dental and psychological care to Cook County detainees confined in the Kendall County jail under this agreement while such detainees are residents of the Kendall County facility. Reasonable and necessary care is that which is required by applicable law. Kendall County shall provide such in-house medical, optical, dental, medical prescription care and psychological services provided to other detainees confined in the Kendall County Jail. It is expressly agreed by and between the parties hereto that hospitalization, non-routine medical and dental care, including prescriptions, or any such Cook County detainee care, where such hospitalization, non-routine medical and dental care, including prescriptions, is authorized and mandated by any physician in the employ of, or under contract to the County of Kendall will be the financial responsibility of Cook County, for said detainee or detainees. In consideration thereof, Cook County shall pay to Kendall County the costs of hospitalization, non-routine medical and dental care, including prescriptions if such medical care is not billed directly by the medical provider to Cook County, as well as the actual costs of compensation of the guard or guards provided. At the time of admission or as soon thereafter as possible, the Sheriff of Kendall County shall notify the Sheriff of Cook County of the fact and the name of such hospitalization. If a Cook County detainee is admitted for in-patient services, the Sheriff of Cook County will provide the guard or guards as required during the time of such in-patient care.
5. **P.R.E.A. Compliance:** As of the date of execution of this Agreement, the Sheriff of Kendall County has adopted and the Kendall County Jail is in substantial compliance with the national standards to prevent, detect and respond to sexual abuse and sexual harassment as outlined in the applicable provisions of the Prison Rape Elimination Act (P.R.E.A.) 28 C.F.R. Parts 115.5 through 28 C.F.R. 115.405 including monitoring to ensure compliance with said standards.
6. **Non Discrimination:** The Sheriff of Kendall County agrees that no Cook County detainee confined in Kendall County facility under the terms of this Agreement shall on the grounds of age, gender, race, color, religion or national origin be subjected to discrimination in any manner relating to their confinement.

#### **E. NUMBER OF DETAINEES:**

The Sheriff of Kendall County agrees to provide housing for Cook County detainees as hereinafter provided. It is expressly agreed by and between the parties hereto that the Sheriff of Cook County shall send and the Sheriff of Kendall County shall accept, subject to space availability, detainees to be housed in the Kendall County Jail. It is further agreed by and between the parties hereto that the Sheriff of Kendall County shall make available to the Sheriff of Cook County any appropriate housing that can be conveniently provided when needed, subject to the needs of Kendall County and the Sheriff of Kendall County.

It is further expressly agreed by and between the parties hereto that the Sheriff of Kendall County shall not be obligated to accept Cook County detainees who exhibit or have exhibited any manifest physical or mental health problems or incorrigible behavior. The Sheriff of Kendall County may contact the Sheriff of Cook County or his designee to return forthwith to the Cook County Department of Corrections any previously accepted detainee who consistently violates the rules and regulations of the Kendall County Correctional Facility or who constitutes a continuing disciplinary problem and interrupts the orderly administration of the Kendall County facility.

#### **F. CLASSIFICATION OF INMATES:**

Cook County agrees that the detainees to be housed by the Sheriff of Kendall County will be limited to the following classified offenders:

1. Detainees currently serving sentences imposed for commission of a misdemeanor who are within one year of release.
2. Detainees currently serving sentences imposed for commission of felony offenses who, as a condition of probation, are required to be incarcerated for a period of six months or less.
3. Detainees who are of pre-trial and pre-sentence classification as chosen by Cook County staff.

The Sheriff of Kendall County agrees to accept and securely keep all such detainees delivered to him under the terms of this Agreement.

#### **G. PER DIEM:**

As consideration for the foregoing, Cook County agrees to provide compensation to Kendall County in the amount of Sixty dollars (\$60.00) per day, per detainee, and payment of each such sum in total shall be made monthly by Cook County as hereinafter specified. Failure of Cook County to so remit payment within a reasonable time as set forth below shall constitute breach of this Agreement and will constitute cause for termination. The Sixty dollars (\$60.00) per day fee shall be paid by Cook County even if an inmate is in the Kendall County facility for only a portion of a day. As such, for the purpose of this



agreement, an inmate held by Kendall County at its facility shall be considered held for a whole day if the inmate is held for less than twelve (12) hours.

All billing records, evidence of services performed as may be required by Cook County shall be supplied by Kendall County. The Sheriff of Kendall County shall submit monthly invoices to Cook County citing the number of utilized beds at Sixty dollars (\$60.00) per day. Invoices if sent by mail will be sent to the Cook County Sheriff's Office, Finance Department, 69 W. Washington, Suite 1410, Chicago, IL 60602. Otherwise, such invoices may be sent via email to the Cook County Sheriff or his designee. Invoices are to be paid to the Sheriff of Kendall County within a reasonable time after their receipt, but in no case shall the time exceed 60 days from the date the invoice is dated and sent.

#### **H. TRANSPORTATION OF DETAINEES:**

Cook County, at its own expense, shall deliver any and all detainees to the Kendall County jail, together with a duly authenticated copy of commitment, mittimus, and any other papers or documents authorizing detention.

1. A specific time for delivery and pick up of detainees will be agreed upon by both parties unless exigent circumstances exist or other coordinated agreements are mutually made.
2. Cook County will provide a summary of the personal history of each detainee, to include their booking information, behavior and health records, to the Sheriff of Kendall County for each detainee to be incarcerated in the Kendall County jail. Such information shall precede or accompany each detainee.
3. It is further expressly agreed by and between the parties hereto that Cook County detainees held in Kendall County pursuant to this agreement may not be removed by any person or persons without an order or writ from a court of competent jurisdiction or permission from the Sheriff of Cook County, or his designee, except for emergency medical treatment.
4. Cook County detainee transportation to other origins or facilities from the Kendall County Jail by Kendall County employees will have to be previously agreed upon between the Sheriffs of Cook and Kendall County or their designees on a case by case basis. Kendall County has the right to deny any transports in its own discretion. In the event the Sheriff of Kendall County agrees to transport, Cook County agrees to reimburse the Sheriff of Kendall County for any and all fees associated with said transport, including, but not limited to fuel, lodging, meals, transport Deputy wages, etc. Such expenses shall be reimbursed within 60 days from the date the invoice for such transportation is dated and sent.
5. The Sheriff of Kendall County shall, at no additional expense to Cook County, comply with all writs and other valid process, including the transportation of

detainees within Kendall County. Provided, however, that if a writ is issued for appearance outside of Kendall County, such as in a Cook County Court, the Cook County Sheriff shall provide all transport unless other arrangements are made pursuant to the preceding paragraph.

**I. RELEASE FROM CUSTODY:**

It is further expressly agreed by and between the parties hereto that any Cook County detainee in the Kendall County Jail who is subject to discharge by due course of law shall be returned to the custody of the Cook County Sheriff on the day prior to that set for discharge and the transportation of said detainee shall be the sole responsibility of the Cook County Sheriff, unless other arrangements are agreed upon pursuant to Section IV (H) (4) above. It shall be the responsibility of the Cook County Sheriff or his designee to notify the Kendall County Sheriff or his designee of an upcoming return date at least twenty-four (24) hours, but not more than forty-eight (48) hours in advance of such return date.

**J. MERITORIOUS GOOD TIME:**

It is expressly agreed by and between the parties hereto, that all good time to be awarded to any detainee of Cook County housed in the Kendall County facility will be awarded by the original incarcerating authority, pursuant to the County Jail Good Behavior Allowance Act, 730 ILCS 130/1 *et seq.*, and all sentence computations for Cook County detainees serving sentences and confined in the Kendall County jail will be prepared by the Sheriff of Cook County.

**K. USES OF FORCE AND OTHER INCIDENTS INVOLVING COOK COUNTY DETAINEES:**

If a use of force is made against a Cook County detainee while in the custody of the Kendall County Sheriff, Kendall County shall immediately notify a designee of the Cook County Department of Corrections and forward any/all paperwork generated in connection with the use of force. In the event there are other types of incidents involving Cook County detainees, including but not limited to the discipline of Cook County detainees or the filing of a grievance or complaint by a Cook County detainee, Kendall County shall notify a designee of the Cook County Department of Corrections of the incident and forward all relevant documentation as soon as practicable.

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

**L. RULES AND REGULATIONS:**



It is agreed by and between the parties hereto that Cook County detainees transferred under this Agreement are subject to the rules and regulations of the Kendall County jail and the privileges or restrictions attaching thereto, and are subject to no other rules and regulations or the granting of any privileges attaching to the Cook County Department of Corrections.

It is further expressly agreed, by and between the parties hereto, that the Kendall County Sheriff will accept no responsibility for compliance with the rules, regulations, or policies of the Cook County Sheriff regarding contact visitation, programs, facilities or privileges which may be provided by the Cook County Sheriff to prisoners while confined in the Cook County Jail(s).

#### **M. INDEMNIFICATION:**

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

To the extent allowable by law, Cook County shall be responsible for and shall indemnify, defend and hold harmless Kendall County, the Sheriff of Kendall County, and their agents, officers, and employees from any and all liabilities, claims, demands or suits brought by any detainee of Cook County housed pursuant to this Agreement, which arise out of any act or omission of Cook County, the Sheriff of Cook County, or any agents, employees or servants thereof relating to their care, custody, supervision or transport of any Cook County detainee while in the custody of the Cook County Sheriff.

It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the Sheriff of Kendall County or his agents or employees which may result from the presence of Cook County detainees during contractual incarceration shall be the responsibility of Kendall County.

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

#### **N. INSURANCE:**

Kendall County agrees that it shall maintain liability insurance of one (1) million dollars per occurrence and three (3) million dollars in aggregate with an excess umbrella policy of nine (9) million dollars. Certificates of such insurance detailing the coverage described

herein shall be available to the County of Cook upon execution of this agreement.

Alternatively, a self-insurance reserve of two (2) million with excess coverage of thirty (30) million is acceptable if Kendall County self-insures.

**O. APPLICABLE LAW:**

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

**P. FINAL AGREEMENT OF PARTIES/MODIFICATION:**

This writing constitutes the final expression of the agreement of the parties. It is intended as a complete and exclusive statement of the terms of this Agreement, and it supersedes all prior and concurrent promises, representations, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof.

No modification of this Agreement shall be binding upon the parties hereto unless the same is in writing and appropriately executed by both parties.

**Q. NOTICES:**

All Notices given or sent hereunder shall be sent by United States Mail, postage prepaid, addressed to respective party at the following addresses:

Cook County:	General Counsel Cook County Sheriff's Office 50 W. Washington, Room 704 Chicago, IL 60602
Kendall County:	Kendall County Sheriff Kendall County Sheriff's Office 1102 Cornell Lane Yorkville, Illinois 60560
With copy sent to:	Kendall County State's Attorney 807 John Street Yorkville, Illinois, 60560 Attention: Eric Weis

**R. AUTHORIZATION:**

Cook County and Kendall County represent that all necessary acts have been taken to authorize and approve this argument in accordance with applicable law and this Agreement, when executed by the parties hereto, shall constitute a binding obligation of

Cook County and Kendall County, legally and enforceable at law and equity against both.

**S. SEVERABILITY CLAUSE:**

If any provision of this Agreement is held to be invalid, that provision shall be stricken from this Agreement and the remaining provisions shall continue in full force and effect to the fullest extent possible.

**T. 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.

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PHONE (312) 603-6444

**SHERIFF'S OFFICE OF COOK COUNTY, ILLINOIS**

RICHARD J. DALEY CENTER  
50 W. WASHINGTON - ROOM 704  
CHICAGO, IL 60602  
**THOMAS J. DART**  
SHERIFF

**VIA FIRST CLASS MAIL**

Harold O. Martin, III  
Undersheriff  
Kendall County Sheriff's Office  
1102 Cornell Lane  
Yorkville, Illinois 60560

September 30, 2016

**RE: Intergovernmental Agreement**

Dear Undersheriff Martin,

Enclosed please find an original fully executed Intergovernmental Agreement between the County of Cook, the County of Kendall, and the Sheriff of Kendall County.

Please contact me should you require additional information.

Sincerely,

**Elizabeth Scannell**  
Assistant General Counsel  
Cook County Sheriff's Office  
FOIA Officer/Legal Department

Enclosure (1)

CC: Kendall County State's Attorney  
807 John Street  
Yorkville, Illinois, 60560  
Attention: Eric Weis



IN THE CIRCUIT COURT FOR THE TWENTY-THIRD JUDICIAL CIRCUIT

GENERAL ORDER 20 - 15

*In the Matter of the Adoption of the  
Court Calendar for the Year 2021*

**FILED**

**MAY 15 2020**

**ROBYN INGEMUNSON  
CIRCUIT CLERK KENDALL CO.**

WHEREAS, the Supreme Court of the State of Illinois has issued its Order dated May 14, 2020 setting forth the dates for the observance of certain holidays in the 2021 calendar year; and

WHEREAS, pursuant to the authority granted in said Order, Illinois Supreme Court Rule 21(b) and the inherent authority of the Court;

IT IS ORDERED that the Circuit Court for the Twenty-Third Judicial Circuit of the State of Illinois shall adjourn, and the Offices of the Circuit Clerk of DeKalb and Kendall Counties shall be closed on the following legal holidays for the year 2021:

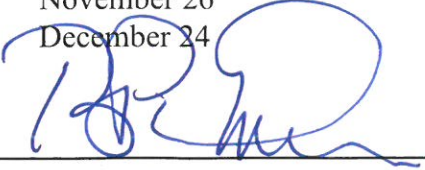
**HOLIDAY**

**OBSERVED**

New Year's Day  
Martin Luther King, Jr. Day  
Lincoln's Birthday  
Washington's Birthday (Observed)  
Spring Holiday (Close at Noon)  
Memorial Day  
Independence Day (Observed)  
Labor Day  
Columbus Day (Observed)  
Veterans' Day  
Thanksgiving Day  
Day Following Thanksgiving Day  
Christmas Day (Observed)

January 1  
January 18  
February 12  
February 15  
April 2  
May 31  
July 5  
September 9  
October 11  
November 11  
November 25  
November 26  
December 24

Enter: May 15, 2020.

  
Hon. Robert P. Pilmer  
CHIEF JUDGE

M.R. 5272

SUPREME COURT  
STATE OF ILLINOIS

Order

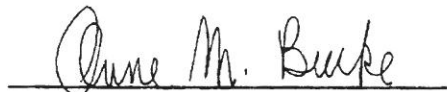
IT IS HEREBY ORDERED that the following holidays shall be observed by all courts in this State and by the Administrative Office of the Illinois Courts for the year 2021:

January 1	New Year's Day	Friday
January 18	Martin Luther King, Jr. Day	Monday
February 12	Lincoln's Birthday	Friday
February 15	Washington's Birthday (Obsvd.)	Monday
May 31	Memorial Day	Monday
July 5	Independence Day (Obsvd.)	Monday
September 6	Labor Day	Monday
October 11	Columbus Day (Obsvd.)	Monday
November 11	Veterans' Day	Thursday
November 25	Thanksgiving Day	Thursday
November 26	Day Following Thanksgiving Day	Friday
December 24	Christmas Day (Obsvd.)	Friday

In addition to the foregoing holidays, the chief judge in each circuit in this State may declare a court holiday in any county in the circuit when the court facilities in that circuit or county are otherwise closed for the observance of a holiday not listed above. These additional observances shall be limited to only those situations in which both court security is unavailable and all county government offices are closed.

In the event the court facilities in a circuit or county are to remain open on one or more of the holidays, the chief circuit judge in which that situation occurs, may disregard the listed holiday and declare the court open on that day.

Dated this 14<sup>th</sup> day of May, 2020.



Chief Justice  
Supreme Court of Illinois

**FILED**

MAY 14 2020

**SUPREME COURT  
CLERK**

IN THE CIRCUIT COURT FOR THE TWENTY-THIRD JUDICIAL CIRCUIT

GENERAL ORDER 20 - 16

*Amendment to General Order 20 - 15  
regarding the Court Calendar for the  
Year 2021*

**FILED**  
**MAY 19 2020**  
ROBYN INGEMUNSON  
CIRCUIT CLERK KENDALL CO.

IT IS ORDERED that General Order 20 - 15 is amended to reflect the date of the first Monday in September as the Labor Day holiday in 2021.

**HOLIDAY**

Labor Day

**OBSERVED**

September 6

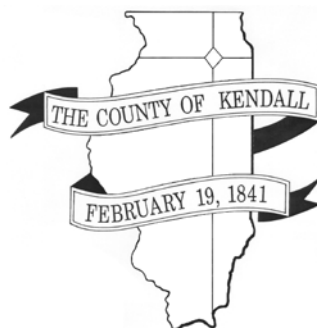
Enter: May 19, 2020.



Hon. Robert P. Pilmer  
CHIEF JUDGE

**A PROCLAMATION**  
**Declaring Historic Preservation Month in Kendall County, Illinois**

\_\_\_\_\_ - \_\_\_\_\_



WHEREAS, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people.

THEREFORE, the Board of Kendall County do proclaim August as National Preservation Month, and call upon the people of Kendall County to join their fellow citizens across the United States in recognizing and participating in this special observance.

ADOPTED BY THE COUNTY BOARD THIS 4<sup>TH</sup> DAY OF August, 2020.

Attest:

\_\_\_\_\_  
Scott R. Gryder  
County Board Chairman

\_\_\_\_\_  
Debbie Gillette  
County Clerk