

## **RENEWAL OF CONTRACT NO. PSC1-17-42-2021-2024**

This renewal is made part of the existing Contract PO 5527-0001 SERV between Conscisys Corp and the Clerk of the 18th Judicial Circuit Court Clerk, DuPage County Illinois, a non-judicial officer of the Judicial Branch of Government of the State of Illinois, 60187-3976. This renewal, per Paragraph 2.5 of the existing contract, extends the term of the Contract for a period of two years.

Conscisys Corp has reviewed existing terms of CONTRACT 12-142-LG and agrees with the existing RECITALS AS LISTED THEREIN.

Statement of Work for the proposed contract period.

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. Definitions

- a. "Project Manager" means the individual assigned by the Clerk to manage the project and administer this Agreement.
- b. "Project Plan" means a document or a Computer Based Software Set approved by the Project Manager which includes a list of tasks to be performed and the time frame for the completion of each task. All work under this Agreement shall be performed in accordance with the approved Project Plan.

2. Scope of Work:

Conscisys shall provide Court Automation and Information Technology support to Clerk. The work shall consist of technology consultation and technical assistance for the support of current application systems, enhancement of existing applications and development of new applications as identified by the Clerk. This assistance will include but will not be limited to the following JAVA based, Classes, APIs, Object Manager, Data Collection Managers, and Modules, Source Code Repositories, Document Viewers and all of the web-based information services provided to the Judiciary, Law Enforcement Agencies, Attorneys, Social Advocates, Research Entities and the General Public. Listed below is a partial list of the current areas supported.

Judicial Systems

- Electronic Order Maintenance and Technology Upgrades
- Arrest and Bench Warrant Systems
- Court Scheduling, In-Person and Zoom based Court Call Management
- Judicial Assignment Management
- Pretrial-Release/Detention Data Publishing through Power-BI

Case Management

- General Court Case Management
- Integration with other case management systems such as States Attorney, Public Defender, Sheriff's Office and Probation Department.
- Circuit Clerk' HR System
- Case Financial Management
- Notice Generation, Document Management & Other Case Management Tasks,

- Secretary of State, State Police, and AOIC ADR Reporting
- SMS/Email Notifications, and Customer Support

#### eCitation and Traffic Courts

- Developing the 2<sup>nd</sup> Phase of eCitation System
- Enhancements to Traffic Court Order System
- Electronic Defendant/Attorney Check-in and Court Session Management
- Web App for Case Payments.

#### New Initiatives

- Misdemeanour Court Room Automation using new Electronic Order Platform
- Child Support Electronic Orders and Docketing Automation
- Cloud Gavel – Sheriff’s Office Integration
- Probation Department new CMS(Supervisor) Integration
- Open JDK 17 Migration/upgrade
- Research IL, ECF5 Integration, Data Pipeline, Statewide eFiling Integration
- Automate SDU/HFS Integration
- Enhancements to Longform Complaint System and Pretrial Release workflow
- eCitation Analytics and Reporting (Power-BI)

#### Training & Advisory

- Provide technical support, consulting, and troubleshooting to improve systems and assist agencies with UCS operations.

### 3. Work Environment

All technical staff is located in the 505 N. County Farm Road building in Wheaton, Illinois or at the Contractor’s site as agreed by the Clerk.

### 4. Payment Provisions

All payments under this Agreement are subject to the following provisions.

- Acceptance - The Clerk or Clerk designee at their sole discretion shall determine if the services provided meet specifications. No payment shall be made for any service until the services and/or the Clerk or designee has accepted deliverables. Unless otherwise agreed herein between the Clerk and the Contractor, the presentment of invoice shall be deemed as demand for payment and processed according to terms and conditions within (50 ILCS 505/3) Illinois Local Government Prompt Payment Act. Payment of an invoice for work billed on the invoice shall constitute acceptance of the Contractor’s work by the Clerk. Timely or Late Payments shall be tendered to the Contractor as specified in (50 ILCS 505/4) Illinois Local Government Prompt Payment Act. If the payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. Late payment charges shall be paid on the unpaid balance due on the contract to the Contractor.
- Rates - The contractor agrees to perform billable work for the Clerk and will bill the Clerk semi-monthly (twice monthly on or about the 16<sup>th</sup> and at the end of the month) in the amount of \$91,643.00 in the first billing period and subsequent billing amounts shall be set

at \$91,667.00. It is understood that the total hours expended shall not exceed 41,000 hours per annum.

- b. Compensation - The total compensation under this Agreement shall not exceed \$4,400,000.00. The Contractor shall not be reimbursed for any expenses unless said expenses are specifically incurred at the request of the Clerk.
- c. Payment of Invoice - Payment shall be made upon the receipt and acceptance of an invoice detailing hours worked for the billing period subject to the provisions of paragraph 4.a. above. Payment will be made to the Contractor's designated mailing address or payment may be made electronically. The payment of taxes for any funds received under this Agreement shall be the Contractor's sole responsibility and should be reported under the Contractor's Federal and State tax identification number(s).
- d. Invoices - Invoices shall be submitted to the Clerk Accounting Department.
- e. Facilities and Equipment - The Clerk shall provide Contractor personnel with reasonable office work space and facilities including access to Clerk test and production systems, internet access, all necessary web servers, desktop computers, telephone service, copy machine usage and office supplies.

## 5. Term

This renewal of Contract PSC1-17-42-2021-2024, PO 5527-0001 SERV shall not become effective until approved in writing by the Clerk, but shall commence December 1, 2024 terminating Nov 30, 2026.

## 6. Termination

This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least ninety (90) days prior to the intended date of termination, with or without cause. By such termination, neither party may nullify obligations already incurred for performance or failure to perform prior to the date of termination. In addition, it is agreed by the parties that the hours and payments may be amended by the agreement of the parties in the event of revenue shortfall. Notification of intent to adjust either payments or hours shall be given in writing to the parties at least 90 days prior to the date of the intended adjustments.

## 7. Status of Contractor

The Contractor, and his agents and employees, are independent contractors performing professional services for the Clerk and are not employees of the County of DuPage or of the Clerk of the 18<sup>th</sup> Judicial Circuit Court. The Contractor, and his agents and employees, shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Clerk of the Circuit Court as a result of this Agreement. The Contractor acknowledges that all sums received hereunder are personally reportable by it for income tax purposes as self-employment or business income and are reportable for self-employment tax.

## 8. Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without prior written approval of the Clerk.

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement without written approval from the Clerk.

10. Records of Audit

During the term of this Agreement and for three years thereafter, the Contractor shall maintain detailed records pertaining to the services rendered and products delivered. These records shall be subject to inspection by the Clerk. The Clerk shall have the right to audit billings both before and after payment. The Audit reports consisting of task number, summary description and assigned contractor number shall be submitted on the same basis as the invoicing to the Clerk's designated repository. Payment under this Agreement shall not foreclose the right of the Clerk to recover excessive or illegal payments.

11. Release

The Contractor, upon final payment of the amount due under this Agreement, releases the Clerk, its officers and employees, and County of DuPage from all liabilities, claims and obligations whatsoever arising from or under this Agreement.

12. Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without prior written approval by the Clerk.

13. Product of Service: Copyright

All materials developed or acquired by the Contractor under this Agreement shall become, with the exception of cloud provided applications and services, the property of the Clerk of the 18<sup>th</sup> Judicial Circuit Court and shall be delivered to Clerk no later than the termination date of this Agreement. Nothing produced solely for the Clerk, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor unless said work is based upon source code currently owned or licensed by contractor. The original and one copy of all materials, work papers, meeting notes, design documents, or other documents produced by the Contractor shall be indexed and placed in appropriately Titled Directories as directed by the Clerk and delivered to the Clerk at conclusion of the Agreement.

The source code to any custom-developed software under this Agreement, unless otherwise agreed shall become the property of the Contractor and Clerk of the 18<sup>th</sup> Judicial Circuit Court and shall be retained by the Contractor and delivered to the Clerk on media of the Clerk's choice and to the Clerk's Source Management Library no later that the termination date of this Agreement. Nothing in this paragraph conveys to the Clerk the right of title to contractor owned software.

14. Conflict of Interest

The Contractor warrants that he presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.

15. Amendment

This Agreement shall not be altered, changed or amended except by instrument in writing executed by the parties hereto.

16. Approval of Contractor Personnel

Once work has started the contractor shall not, without the prior written consent of the Clerk, make changes of personnel assigned to this project. Replacement of any contractor personnel, if approved, shall be with personnel of equal ability, experience and qualifications. The Contractor will be responsible for any expenses incurred in familiarizing the replacement personnel to insure their being productive to the project immediately upon receiving assignments. Approval of replacement personnel shall not be unreasonably withheld.

The Clerk shall retain the right to request the removal of any of the Contractor's personnel at any time with or without cause.

17. Scope of Agreement

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this written Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

18. Mutual Indemnification

The Contractor shall hold the County of DuPage, the Clerk of the 18<sup>th</sup> Judicial Circuit and its agencies and employees harmless and shall indemnify the County and the Clerk against any and all claims, suits, actions, liabilities and costs of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the contractor, its agents, officers, employees or subcontractors. Contractor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Clerk, its officers or employees. In the event of any claim, demand, suit or action commenced against the Clerk, as a result of Contractor actions, the Contractor shall cooperate with Clerk in the investigation and defend itself against such claim, demand, suit or action at no cost to the Clerk.

19. Applicable Law

This Agreement shall be construed in accordance with and governed by the laws of the State of Illinois. Venue for any court action in connection with this Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit, DuPage County Wheaton Illinois or in any venue as deemed appropriate by a higher court.

20. Limitation of Liability

The Contractor's liability to the Clerk for any cause whatsoever shall be limited to the purchase price paid to the Contractor for services that are the subject of the Clerk's claim. The foregoing limitation does not apply to Paragraph 18 of this Agreement or to damages resulting from personal injury caused by the Contractor's negligence.

21. Incorporation by Reference and Precedence

This Agreement is derived from (1) the Request for Proposal and (2) the Contractor's response to the Request for Proposals.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) this Agreement (2) the Request for Proposal Response.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date of execution by the authorizations below.

Clerk of the 18th Judicial Circuit Court

Conscisys Corp (Contractor)

BY: \_\_\_\_\_

BY:  \_\_\_\_\_  
Scott Carr

TITLE: \_\_\_\_\_

TITLE: President \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: 10/30/2024 \_\_\_\_\_

Chief Judge, 18<sup>th</sup> Judicial Circuit Court

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_