AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE 18TH JUDICIAL CIRCUIT COURT AND TERRI ALBRIGHT

This Agreement by and between the 18th Judicial Circuit Court (hereinafter referred to as the Circuit Court), and Terri Albright, and independent contractor, is entered this 6th day of October 2025.

RECITALS

WHEREAS, Circuit Court participants and staff may benefit from mental health-related resources in addition to what is provided through existing Circuit Court programs; and

WHEREAS, Terri Albright has education, expertise, and experience in crisis services, deescalation, and support for persons who are Circuit Court-involved and may be experiencing mental illness and/or crisis; and

WHEREAS, the Circuit Court seeks to improve the quality of services provided to Circuit Court participants and employees in need of mental health resources; and

WHEREAS, Terri Albright is a regular handler of a comfort dog, who may assist in providing additional therapeutic support; and

WHEREAS, Terri Albright can provide support and resources that will improve the Circuit Court user experience.

NOW THEREFORE, in consideration of the promises and mutual covenants herein, the parties agree as follows:

ARTICLE 1. SERVICES

- 1.1 Terri Albright will serve as an independent contractor to be housed in the courthouse during peak hours as agreed to with Court Administration, serving as a direct and immediate point of contact to assist individuals in need of deescalation, crisis intervention, and support. Terri Albright will be available to individuals throughout the courthouse, including litigants and their family members, victims, witnesses, jurors, and court staff.
- 1.2 The Circuit Court and Terri Albright will conform to all state, federal, professional, and program standards governing confidentiality of participant information.

ARTICLE II. SERVICE AGREEMENT REVIEW

The Circuit Court and Terri Albright agree to meet, at least semi-annually, to ensure that the terms of the Agreement are being met.

ARTICLE III. COMPENSATION

The Circuit Court will pay Terri Albright an amount not to exceed \$48,000.00 annually for services provided at a rate of \$60.00 per hour. Payment will be made as follows:

- 3.1 The Circuit Court will pay Terri Albright \$60 per hour worked. A monthly invoice will be sent by Terri Albright to the Circuit Court for the number of hours worked during that month, which should average fifteen (15) hours per week, not to exceed 800 hours per year.
- 3.2 In the event of early termination of this Agreement, the Circuit Court shall only be obligated to pay the fees incurred up to the date of termination for hours worked. In no event shall the Circuit Court be liable for any costs incurred or services performed after the effective date of termination as provided herein.

ARTICLE IV. TERM AND TERMINATION OF AGREEMENT

- 4.1 <u>Term.</u> This Agreement will be effective from October 6, 2025, through October 5, 2026.
- 4.2 <u>Termination</u>. Either party may terminate this Agreement without cause by giving the other party at least thirty (30) days' notice. In addition, either party may terminate this Agreement upon breach by the other party of any material provision of this Agreement, provided such breach continues for 15 days after receipt by the breaching party of written notice of such breach from the non-breaching party.

4.3 Effect of Termination.

4.3.a In the event of termination, as of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except for rights and obligations accruing prior to such effective date of termination or arising as a result of any breach of this Agreement or related to paragraphs b and c of this section.

ARTICLE V. GENERAL PROVISIONS

- 5.1 <u>Independent Contractors</u>. None of the provisions of this Agreement is intended to create nor shall any be deemed or construed by the parties to create any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement.
- 5.2 Entire Agreement Modification. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties to such subject matter. This Agreement may not be amended or modified except by mutual written agreement.

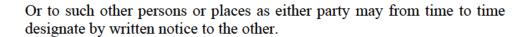
- 5.3 <u>Compliance with Law.</u> Each party agrees to comply with all applicable state and federal laws including, but not limited to, the Illinois Mental Health and Development Disabilities Code and Act (405 ILCS 5/1-100, et seq.) as may be amended from time to time by <u>Governing Law</u>. This Agreement shall be construed in accordance with the laws of the State of Illinois.
- 5.4 <u>Counterparts</u>. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement.
- 5.5 <u>Partial Invalidity</u>. If any provision of this Agreement is prohibited by any applicable law or Circuit Court decree, said prohibition shall not invalidate or affect the remaining provisions of this Agreement.
- 5.6 <u>Notices</u>. All notices hereunder by either party to the other shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by Federal Express or Express Mail, and shall be deemed to have been duly given when delivered personally as follows:

If to the Circuit Court:

18th Judicial Circuit Court
Office of the Chief Judge
505 N. County Farm Rd., Room 2015
Wheaton, Illinois 60187

Attention: Suzanne Armstrong, Court Administrator

If to Terri Albright:



- 5.7 <u>Waiver</u>. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.
- 5.8 <u>Captions</u>. The captions contained herein are used solely for convenience and shall not be deemed to define or limit the provisions of this Agreement.
- 5.9 <u>Assignment, Binding Effect</u>. Terri Albright shall not assign or transfer, in whole or in part, with this Agreement or any of Terri Albright's rights, duties, or obligations under this Agreement without the prior written consent of the Circuit Court and any assignment or transfer by Terri Albright without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

5.10 <u>Assignment, Binding Effect</u>. The Circuit Court shall not assign or transfer, in whole or in part, this Agreement of any of the Circuit Court's rights, duties, or obligations under this Agreement without the prior written consent of Terri Albright, and any assignment or transfer by the Circuit Court without such consent shall be null and void. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year fist written above.

Terri Albright	Bonnie M. Wheaton
Independent Contractor	Chief Judge
	18 th Judicial Circuit Court
Date:	Date: