

AGREEMENT

This AGREEMENT ("Agreement") is effective as of the 1st day of December 2023, and is entered into by and between the Eighteenth Judicial Circuit Court of DuPage County, ("COURT"), and Christa M. Winthers, of the Law Firm of Antonioli, Cerny & Winthers, P.C. ("ATTORNEY") an attorney licensed to practice law in the State of Illinois.

RECITALS

WHEREAS, the Court desires that the Attorney render certain services more fully described herein; and

WHEREAS, the Attorney has demonstrated knowledge and expertise in juvenile court law and procedures, has completed Guardian ad Litem training, and has represented that he/she has the requisite knowledge, skill, experience and other resources necessary to perform such services and is desirous of providing such services for the Court.

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

1. **Incorporation of Recitals:** The matters recited above are hereby incorporated into and made a part of this Agreement.
2. **Term:** This Agreement is for a term commencing December 1, 2023 through November 30, 2024, unless terminated sooner as provided herein.
3. **Scope of Services:** Attorney agrees to provide representation to abused, neglected, dependent or delinquent minors or family members in cases where the DuPage County Public Defender may not represent a party, including appeals in these matters. The Court may, from time to time, request changes in the scope of services. Any such changes shall be documented by an amendment to this Agreement in accordance with State and County laws.
4. **Compensation and Payment:** Compensation for Services during the initial term shall not exceed \$42,000.00 payable in monthly payments upon presentation of an invoice. Compensation shall be based on actual Services performed during the Term of this Agreement and the Court shall not be obligated to pay for any Services not in compliance with this Agreement. In the event of early termination of this Agreement, the Court shall only be obligated to pay the fees incurred up to the date of termination. In no event shall the Court be liable for any costs incurred or Services performed after the effective date of termination as provided herein. Attorney shall submit invoices referencing this Agreement with such supporting documentation as may be requested by the Court. The Court will process payment in its normal course of business.
5. **Non-appropriation:** Expenditures not appropriated in the current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event sufficient funds are not appropriated in a subsequent fiscal year by the Court for performance under this Agreement, the Court shall notify Attorney and this Agreement shall terminate on the last day of the fiscal period for which funds were appropriated. In no event shall the Court be liable to the Attorney for any amount in excess of the current appropriated amount.

6. **Events of Default and Remedies.**

6.1 **Events of Default.** Events of default include, but are not limited to, any of the following: (i) Any material misrepresentation by Attorney in the inducement of this Agreement or the performance of Services; (ii) Breach of any agreement, representation or warranty made by Attorney in this Agreement; or (iii) Failure of Attorney to perform in accordance with or comply with the terms and conditions of this Agreement.

6.2 **Remedies.** In the event Attorney defaults under this Agreement and such default is not cured within fifteen (15) calendar days after written notice is given by the Court, the following actions may be taken by the Court: (i) This Agreement may be terminated immediately; and (ii) The Court may deem Attorney non-responsible for future contract awards. The remedies stated herein are not intended to be exclusive and the Court may pursue any and all other remedies available at law or equity.

7. **Assignment:** Neither party may assign this Agreement nor any obligations imposed hereunder without the prior written consent of the other party.

8. **Confidentiality of Documents:** In the performance of Services, Attorney may have access to certain information that is not generally known to others ("Confidential Information") and other information covered by the Juvenile Court Act. Attorney agrees not to use or disclose to any third party, except in the performance of Services, any Confidential Information or any records, reports or documents prepared or generated as a result of this Agreement without the prior written consent of the Court. Attorney shall not issue publicity news releases or grant press interviews, except as may be required by law, during or after the performance of the Services, nor shall Attorney disseminate any information regarding Services without the prior written consent of the Court. Attorney agrees to cause its personnel, staff and/or subcontractors, if any, to undertake the same obligations of confidentiality agreed to by Attorney under this Agreement. The terms of this Paragraph shall survive the expiration or termination of this Agreement.

9. **Representations and Warranties of Attorney:** Attorney represents and warrants that the following shall be true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement.

9.1 **Licensed Professionals.** Services required to be performed by professionals shall be performed by professionals licensed to practice by the State of Illinois in the applicable professional discipline.

9.2 **Compliance with Laws.** Attorney is and shall remain in compliance with all local, state and federal laws, County of DuPage ordinances, and regulations relating to this Agreement and the performance of Services. Further, Attorney is and shall remain in compliance with all Court policies and rules, including, but not limited to, criminal background checks.

9.3 **Good Standing.** Attorney is not in default and has not been deemed by the Court to be in default under any other Agreement with the Court during the five (5) year period immediately preceding the effective date of this Agreement.

- 9.4 Authorization. In the event Attorney is an entity other than a sole proprietorship, Attorney represents that he/she has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of Attorney is duly authorized by Attorney and has been made with complete and full authority to commit Attorney to all terms and conditions of this Agreement which shall constitute valid, binding obligations of Attorney.
- 9.5 Guardian ad Litem Training. Attorney represents that he/she has completed all requirements of Guardian ad Litem training.
- 9.6 Gratuities. No payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act, was made by or to Attorney in relation to this Agreement or as an inducement for award of this Agreement.
- 9.7 Malpractice Insurance Coverage. At all times during the term of this Agreement, the Attorney shall maintain, at his/her sole expense, malpractice insurance coverage for the Attorney, its employees, officers and independent contractors.
10. Independent Contractor: It is understood and agreed that the relationship of Attorney to the Court is and shall continue to be that of an independent contractor and neither Attorney nor any of Attorney's employees shall be entitled to receive County employee benefits. As an independent contractor, Attorney agrees to be responsible for the payment of all taxes and withholdings specified by law, which may be due in regard to compensation paid by the County. Attorney agrees that neither Attorney nor its employees, staff or subcontractors shall represent themselves as employees or agents of the Court. Attorney hereby represents that Attorney's valid taxpayer identification number as defined by the United States Internal Revenue Code (social security number or federal employer identification number) has been provided to the Chief Judge's office.
11. Indemnification:. Attorney agrees to indemnify and hold harmless the Court and DuPage County, its members, trustees, employees, agents, officers and officials, from and against any and all liabilities, taxes, tax penalties, interest, losses, penalties, damages and expenses of every kind, nature and character, including costs and attorney fees, arising out of, or relating to, any and all claims, liens, damages, obligations, actions, suits, judgments, settlements, or causes of action of every kind, nature and character, in connection with or arising out of the acts or omissions of Attorney or its employees or its subcontractors under this Agreement. This includes, but is not limited to, the unauthorized use of any trade secrets, U.S. patent or copyright infringement. The indemnities set forth herein shall survive the expiration or termination of this Agreement. Notwithstanding the foregoing, the Attorney and Court shall not be deemed to have waived any rights, protections or immunities provided by law including, without limitation, those immunities provided under 745 ILCS 5/0.01, et. seq. (State Lawsuit Immunity Act) and 745 ILCS 10/1-101, et. seq. (Local Government and Governmental Employees Tort Immunity Act).
12. Notices: All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a party in writing. All notices shall be deemed received when (i) delivered personally; (ii) sent by confirmed telex

or facsimile (followed by the actual document); or (iii) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt.

IF TO THE COURT: Eighteenth Judicial Circuit Court of Du Page County
505 North County Farm Road Room 2015
Wheaton, IL 60187
Attn: Suzanne Armstrong, Court Administrator

IF TO THE ATTORNEY: Christa M. Winthers
Antoniolli, Cerny & Winthers, P.C.
1N141 County Farm Rd. #230
Winfield, IL. 60190

13. **Entire Agreement and Amendment:** This Agreement, including all exhibits and referenced documents, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement is of no force or effect.
14. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles.
15. **Waiver:** No delay or omission by the Court to exercise any right hereunder shall be construed as a waiver of any such right and the Court reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

EIGHTEENTH JUDICIAL CIRCUIT COURT
Signature on file

ATTORNEY

Signature on file

By: [Signature]
Chief Judge

By: [Signature]
Christa M. Winthers

Date: 11/3/2023

Date: 10/24/2023