CONTRACTUAL SERVICES AGREEMENT

This Agreement is made and entered into by and between the Eighteenth Judicial Circuit Court of DuPage County, hereinafter referred to as the Court, and Diana Hightower, hereinafter referred to as the Contractor.

In consideration of the mutual covenants contained herein, the Court and the Contractor agree as follows:

1. **Services to be performed.** The Contractor will provide services as the Local Council Coordinator (Contractor) for the Family Violence Coordinating Council (Council) located in the Eighteenth Judicial Circuit, DuPage County, Illinois, in compliance with grant agreement #322518.

   The Local Council Coordinator (Contractor) will provide administrative assistance for the Council; mobilize resources to efficiently address the Council's needs and programs; assist in creating realistic approaches to complex issues; work to identify, analyze, and develop work plans regarding the multi-faceted issues of family violence; and provide networking and communication with other councils, the Court, and the IFVCC.

   The Contractor agrees to perform the work agreed to in a professional and workmanlike manner.

2. **Compensation.** In full consideration for personal services performed under this Agreement, the Court shall pay to the Contractor at a rate of $35.00 per hour under the Grant #322518 for hours worked per pay period. Total compensation during the term of this agreement shall not exceed $40,320.00. Pay periods shall be the first day of the month through the fifteenth (15th) day of the month, and the sixteenth (16th) day of the month through the last day of the month. To be eligible for payment, the Contractor must submit to the Court a semi-monthly invoice delineating the days and hours worked. The Court shall have the right to make the final determination that all services performed under this Agreement were reasonable and performed for the benefit of and in furtherance of the goals of the Local Council. Any services deemed unreasonable or which were not performed for the benefit of or in furtherance of the goals of the Local Council shall not be compensated.

3. **Training and Travel.** The Court shall pay the Contractor for necessary travel expenses incurred while rendering services under this agreement within the limitations of the budget and subject to the approval of the Court. All requests for attendance at seminars, training, or other related educational activities must be approved in advance by the Court Administrator or his designee. Travel expenses

shall be reimbursed in accordance with the regulations set forth by DuPage County, and allowable by the State of Illinois travel guidelines.

4. **No Additional Benefits.** No additional compensation or fringe benefits shall be provided to the Contractor by the Court other than those expressly set forth in sections 2 and 3 of this Agreement.

5. **Term and Termination of Agreement:**

   5.1 Term. The term of this Agreement shall commence on July 1, 2024 and shall conclude on June 30, 2025.

   5.2 Termination. 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 non-breaching party.

   This Agreement is further contingent on the approval and payment by the Criminal Justice Information Authority of the Illinois Family Violence Coordinating Council grant for the period of July 1, 2024 through June 30, 2025. In the event either grant is not approved, and funds are not received, the Court shall notify the Contractor and this Agreement shall terminate on the last day of the fiscal period for which grant funds were received. In no event shall the Court be liable to the Contractor for any amount in excess of the grant funds received.

6. **Independent Contractor.**
   (a) This is an agreement between an independent contractor and the Eighteenth Judicial Circuit Court of DuPage County, Illinois. Nothing contained herein or hereafter permitted shall constitute an "employer-employee" relationship. All remuneration paid pursuant to this Agreement constitutes compensation paid to the Contractor as an independent contractor.
   (b) The Court and DuPage County shall not be liable under or by reason of this Agreement for the payment of any compensation, award or damages in connection with the Contractor performing his or her obligations under this Agreement or for injury or damages occurring to the Contractor as the result of any acts, omissions, negligence or otherwise while in process of performing the obligations required by this Agreement.

The Contractor shall provide the Court with a list of contracts Contractor has with any agency, board, commission, or other unit of local County, State, or federal government, or other entity public or private; and Contractor shall notify the Court in

writing of any additions to such contracts or agreements entered into during the term of this contract.

7. **Payment.** The Contractor acknowledges and understands that payments will be made in accordance with the current financial practices of the Court and County of DuPage.

8. **Request for Payment.** The Court will initiate approval of payment upon receipt of a semi-monthly invoices delineating the hours and days worked. Invoices should be submitted no later than five (5) days after the end of the pay period. Completed invoice should be forwarded to: Office of the Chief Judge, 505 N. County Farm Rd., Wheaton, Il 60187.

9. **Transfer.** The Court may transfer services and/or payment responsibility to another entity after giving notice to the Contractor.

10. **Subcontracting.** Subcontracting, assignment, or transfer of all or part of the interests of the Contractor in the work covered by this agreement shall be prohibited without prior written consent of the Court.
    (a) In the event the Court gives such consent, the terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as the Contractor is bound and obligated and such shall be provided in the transferring instrument.
    (b) The Contractor shall not employ for compensation any person or persons employed by the Court or DuPage County at any time during the term of this Agreement for any work required by the terms of the Agreement.

11. **Right to Examine.** The Contractor agrees that the Court shall have the right to examine any of the Contractor's records that relate directly to this Agreement.

12. **Liability and Insurance.** The Court does not assume any liability for acts or omissions of the Contractor and such liability rests solely with the Contractor. The Court will not indemnify or hold harmless any Contractor for claims based on the Court's use of the goods or services provided by the Contractor. Any liability for damages that the Court might have is expressly limited by and subject to the provisions of the Illinois Court of Claims Act and to the availability of suitable appropriations. If the Contractor uses a motor vehicle in conjunction with the work under this Agreement, the Contractor shall carry liability, casualty, and motor vehicle insurance in sufficient amounts to protect the Court from liability for acts of the Contractor. Minimum acceptable coverage for bodily injury shall be $250,000 per person and $500,000 per occurrence and for property damage, $100,000 per occurrence.

    The Court and County of DuPage may self-insure against any and all risks.

13. **Work Product.** All documents, including reports, ideas, manuscripts, and other work products specially developed, produced or designed by the Contractor for the Council or Court under or in connection with this Agreement, without limitation and whether preliminary or final, shall become and remain the property of the Court unless otherwise expressly agreed upon by the parties in writing. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data, proposals, records and other related information shall, at the option of the Court be appropriately arranged, indexed, and delivered to the Court by the Contractor.

14. **Right to Audit.** The Contractor agrees that the Court or its representatives shall have the right to examine any of the Contractor's records that directly relate to this Agreement. The Contractor shall maintain, for a minimum of five (5) years after the completion of this Agreement, adequate books, records, and supporting documents to verify that the Contractor complied with the terms and conditions related to services to be performed under the Agreement and the number of hours per week spent in the performance of such services. The Agreement and all books, records, and supporting documentation related to the Agreement shall be available for review and audit, and the Contractor agrees to cooperate fully with any audit, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this paragraph shall establish a presumption in favor of the Court for recovery of any funds paid by the Court under the Agreement for which adequate books, records, and supporting documentation are not available to support their disbursement. (See 30 ILCS 505/6.)

15. **Governing Law.** This Agreement and any agreement, including services and other subsequent agreements that might result from this Agreement, shall be governed by the laws of the State of Illinois. The validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Illinois. Any claims against the Court arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. (705 ILCS 505/1.)

16. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the matters described herein and supersedes all prior agreements, representations, statements, negotiations, and undertakings.

17. **Severability.** If any provisions of this Agreement should be found illegal, invalid, or void it shall be considered severable. The remaining provisions shall not be impaired, and the Agreement shall be interpreted as far as possible to give effect to the parties' intent.

18. **Waiver.** The failure of any party to enforce any provision of this Agreement shall not constitute a waiver by such party of any provision. The past waiver of a

provision by either party shall not constitute a course of conduct or a waiver in the future with respect to the same provision.

19. **Non-Discrimination.** The Contractor, the Contractor's agents, and subcontractors agree not to commit unlawful discrimination and agree to comply with the applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and rules applicable to each.

20. **Certifications.**

(a) **Conflict of Interest.** The Contractor shall not be a State, Court or DuPage County employee nor shall any State, Court, or DuPage County employee have more than 7 ½% interest together with a spouse or minor child more than 15% interest in such contract. (See 30 ILCS 505/11.1 et seq.) Contractor may not enter into any other employment or personal service contracts during the term of this contract without the pre-approval of the Court.

(b) **Bid-Rigging or Bid-Rotating.** The Contractor certifies that he or she has not been barred from contracting with the Court or DuPage County as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961.

(c) **Educational Loan Default.** The Contractor certifies that he or she is not in default on an educational loan as provided in Public Act 85-827. (5ILCS 385/3.)

(d) **Anti-Bribery.** The Contractor certifies that he or she has not been barred from being awarded a contract or subcontract under Section 10.1 or 10.2 of the Illinois Purchasing Act.

(e) **International Anti-Boycott Certification.** Contractor certifies that neither contractor nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

(f) **Legal Status Disclosure.** Under penalties of perjury, I, Contractor, certify a 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 and that I, Contractor, am doing business as an individual.

(g) **Drug Free Workplace.** The Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract. (30 ILCS 580/4.)

(h) **Unlawful Discrimination.** Compliance with Nondiscrimination Laws. The Contractor certifies that he or she will remain compliant with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

i. The Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
ii. The Public Works Employment Discrimination Act (775 ILCS 10/1 et seq.);
iii. The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6).(See also guidelines to Federal Financial Assistance Recipients Regarding Title Vl Prohibition Against National Origin Discrimination Affecting limited English Proficient Persons, Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)])
iv. Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
v. The Americans with Disabilities Act of 1990 (as amended) (42 USC 12101 et seq.); and
vi. The Age Discrimination Act (42 USC 6101 et seq.).

21. Notices. Notices to the parties shall be sent to the addresses below:

Eighteenth Judicial Circuit
Attention: Court Administrator
505 N. County Farm Rd.
Room 2015
Wheaton, Il 60187

Contractor's Address: Diana Hightower
Address on file

22. Indemnification: For purposes of this provision, Agency means the Eighteenth Judicial Circuit Court, County of DuPage and any of its officers, employees, agents or offices. The Contractor agrees to assume all risk of loss and to indemnify and hold the Agency harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of actions, fines or judgments,

including costs, attorneys' and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property (including property of the Agency) because of the Contractor's negligent or intentional acts or omissions. In the event that any demand or claim is made or suit is commenced against the Agency, the Agency shall give prompt written notice thereof to the Contractor and the Contractor shall have the right to compromise or defend the same to the extent of its own interest. The Contractor agrees to maintain adequate insurance to protect the Agency against such risks. The Contractor also agrees to indemnify and hold the Agency harmless should any goods or services provided by the Contractor infringe upon the patent, copyright, or trade secret of another.

IN WITNESS WHERE OF, the partners have executed these presents on the date indicated below:

Eighteenth Judicial Circuit Court

By: Signature on file

Title: Court Administrator

Date: June 5, 2024

Contractor:

By: Signature on file

Title: Local Council Coordinator

Date: 6/5/24