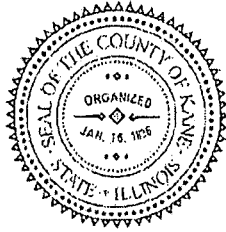


COUNTY OF KANE

Christopher J. Lauzen
Kane County Board Chairman

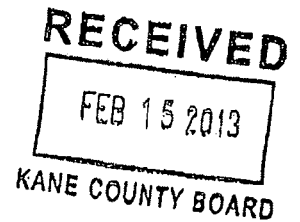


Kane County Government Center
719 South Batavia Avenue
Geneva, IL 60134
P: (630) 232-5930
F: (630) 232-9188
clauzen@kanecoboard.org
www.countyofkane.org

DOCUMENT VET SHEET

for
Christopher J. Lauzen
Chairman, Kane County Board

Name of Document: UCSC - Agreement (2)
Court Clerk Requirements
Submitted by: Roger Fahnestock
Date Submitted: 2-14-13



Examined by: Joseph Lulves
(Print name)
[Signature]
(Signature)
2-22-13
(Date)

Post on the Web: YES NO Atty. Initials JK

Comments: County Board Resolution #13-41 (2-13-13)
\$45,000 for consulting services to draft
FCP requirements ✓ Roger Fahnestock

Chairman signed: YES NO 3/2/2013 2-14-13
(Date)

Document returned to: _____
(Name/Department)

COUNTY OF KANE

INFORMATION TECHNOLOGIES
Roger Fahnestock, Executive Director/CIO




County Government Center

719 Batavia Avenue
Geneva, Illinois 60134
Phone: (630) 232-3571
Fax: (630) 232-3579

Memorandum

Date: February 14, 2013

To: Chris Lauzen, Kane County Board Chairman

From: Roger Fahnestock 

Re: Court Case Management – NCSC Contract for Court Clerk

The enclosed agreement is for the National Center for State Courts (NCSC) services for writing the Request for Proposal (RFP) requirements document for the Kane County Court Clerk. The agreement was approved at the February 13, 2013 County Board meeting with the passage of Resolution #13-41. The agreement is for an amount not to exceed \$45,000 for the completion of the Court Clerk's requirements document. The work is scheduled to be completed in time for a public RFP in April 2013.

Please sign both copies of the agreement and return them to me. I will send them off for NCSC signatures and return a signed copy for the County records.

If you have any questions or require additional information please contact me at 630-742-3743.

Enclosures:
Resolution #13-41
NCSC Agreement (2 copies)

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 13 - 41

**FY13 BUDGET ADJUSTMENT & AUTHORIZATION AGREEMENT FOR PROFESSIONAL SERVICES
FOR COURT CASE MANAGEMENT
(JUDICIAL & PUBLIC SAFETY TECHNOLOGY COMMISSION)**

WHEREAS, the Kane County Judicial and Public Safety Technology Commission has determined that it is necessary to contract for professional services with regard to the County's court case management system; and

WHEREAS, the Kane County Judicial and Public Safety Technology Commission has determined it is in the County's best interests to enter into a contract with National Center for State Courts to provide RFP/Consulting Services in the amount of \$45,000; and

WHEREAS, the Kane County Board has allocated funds through the Judicial Technology Sales Tax Fund (127) for court case management for this expenditure, and a budget adjustment is needed to move funds from 89010 to 50150 where the item will be expensed.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the County authorize an agreement for professional services with National Center for State Courts for an amount not to exceed Forty Five Thousand (\$45,000) Dollars for the purpose of providing professional services for RFP/Consulting for court case management systems.

127.800.812.89010 Net Income - Encumbered (\$45,000)
127.800.812.50150 Contractual/Consulting Services +\$45,000

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds currently available for this personnel/item/service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
127.800.812.50150	Consulting/Contractual	No	No	127.800.812.89010

Passed by the Kane County Board on February 13, 2013.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
Yes _____
No _____
Voice _____
Abstentions _____
2NCSC



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 13-41

<input checked="" type="checkbox"/> Resolution <input type="checkbox"/> Ordinance	Name	AUTHORIZING AGREEMENT FOR PROFESSIONAL SERVICES FOR COURT CASE MANAGEMENT (JUDICIAL & PUBLIC SAFETY TECHNOLOGY COMMISSION)
--	------	--

Presenter/Sponsor: F. Keith Brown; Roger Fahnestock

Budget Information: Was this item budgeted? Yes No N/A Appropriation Amount:

If not budgeted, explain funding source: This resolution will transfer funds from the Net Income Encumbered line item and expense them in the appropriate Contractual/Consulting Services line item.

SUMMARY: The County has just begun efforts to update its court case management system which involves several software systems used by the Circuit Clerk, State's Attorney's Office, Court Services, Judiciary, Sheriff, Public Defender's Office, and other agencies such as the Coroner, Juvenile Justice Center, and the 911 center. The County formed the Judicial and Public Safety Technology Commission to address the needs of court case management and allocated a funding source through the Judicial Technology Sales Tax Fund. Because of the complexity of court case management systems and integration with several components, the Judicial and Public Safety Technology Commission has determined that it is in the best interests of the County to enter into a contract with National Center for State Courts to provide consulting services during the RFP process for court case management software vendors. Previously, the County Board allocated \$90,000 of which \$29,323 was used by the Public Defender and \$38,814 by the State's Attorney's Office for their components. Since that time, the Judicial Technology Sales Tax Special Revenue Fund was created and has been funded. This particular component is for the Circuit Clerk's Office. The budget for fund 127 Judicial & Public Safety Technology shows \$880,000 in revenue budgeted. To date \$301,000 has been received. There is a \$146,667 contingency requirement leaving a balance of \$154,333 which is adequate to cover this \$45,000 expenditure.

Attachments:

Detailed information available from: Staff Name: Roger Fahnestock Phone: 630-444-1003

Resolution/Ordinance Tracking:
 Assigned Committee: Other Passed Sent to: Executive on: 01/29/2013

If Other, specify: Judicial & Public Safety Tech Commission

Committee Remarks:

Next Committee: Executive Passed Sent to: County Board on: 02/06/2013

If Other, specify:

Committee Remarks:

Next Committee: County Board Sent to: on:

Committee Remarks:

County Board Date: 02/13/2013



A nonprofit organization improving justice through leadership and service to court

Mary Campbell McQueen
President

Daniel J. Ha
Vice President
Court Consulting Service
Denver Office

June 13, 2012

Jim Hansen
Assistant Director of Purchasing
Kane County, IL

Dear Mr. Hansen:

The National Center for State Courts has not made any cumulative campaign contributions in the previous 12 months to any current county-wide elected officer. The NCSC is exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Please let us know if you need additional information. Thank you.

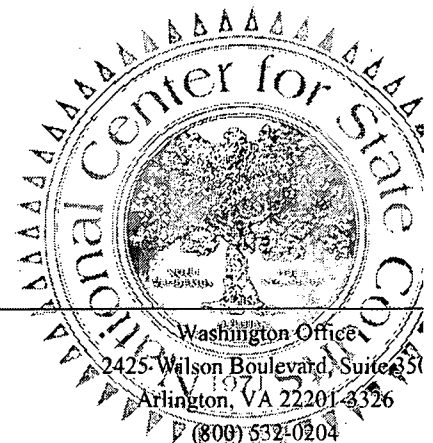
Sincerely,

A handwritten signature in cursive script that reads "Laura Klaversma".

Laura Klaversma
Court Operations Director

Headquarters
300 Newport Avenue
Williamsburg, VA 23185-4147
(800) 616-6164

Court Consulting
707 Seventeenth Street, Suite 2900
Denver, CO 80202-3429
(800) 466-3063



www.ncsc.org



A nonprofit organization improving justice through leadership and service to courts

Mary Campbell McQueen
President

Daniel J. Hall
Vice President
Court Consulting Services
Denver Office

AGREEMENT

THIS AGREEMENT is made between the Kane County, Illinois (hereinafter referred to as the County) and the National Center for State Courts (hereinafter referred to as the Center) on the _____ day of _____, 2013.

RECITALS

WHEREAS, the National Center for State Courts is a nonprofit corporation headquartered at 300 Newport Avenue, Williamsburg, Virginia; and

WHEREAS, County desires to engage the Center, as an independent contractor, to provide the services specified herein and the Center desires to accept such engagement and to provide the services on the terms contained herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the parties hereto, intending to be legally bound, do hereby agree as follows:

- I. **Term.** The work under this Agreement shall commence on or before January 15, 2013, and the project shall be completed on or before May 31, 2013, unless the time for completion is extended by the mutual agreement of the parties in writing as hereinafter provided.
- II. **Scope of Work.** The Center shall perform, in a businesslike and professional manner, the services described in Attachment A except as hereafter amended by the mutual agreement of the parties hereto. Attachment A is incorporated by reference and made a part hereof.
- III. **Compensation.**
 - a. For the performance of the services hereunder, the County shall pay the Center based upon the compensation schedule set forth in Attachment B. Attachment B is incorporated by reference and made a part hereof.
 - b. All invoices and statements for services rendered should include the name, address, and federal identification number of the Center and shall be sent to County as follows:

Headquarters
300 Newport Avenue
Williamsburg, VA 23185-4147
(800) 616-6164

Court Consulting
707 Seventeenth Street, Suite 2900
Denver, CO 80202-3429
(800) 466-3063

Washington Office
2425 Wilson Boulevard, Suite 350
Arlington, VA 22201-3326
(800) 532-0204

Mr. Roger Fahnestock, Chief Information Officer
Kane County Government Center
719 South Batavia Avenue, Building B
Geneva, Illinois 60134

All checks or warrants in payment of such invoices should be made payable to the National Center for State Courts. All payments should be mailed to:

Accounting Department
National Center for State Courts
300 Newport Avenue
Williamsburg, Virginia 23185-4147
757/253-2000

- IV. ***Independent Contractor Relationship.*** The parties agree that the Center's status for conduct of tasks described herein shall be as an independent contractor. Nothing contained in this Agreement shall be deemed or construed to create a partnership or joint venture, or to create a relationship of an employer- employee or principal- agent. Any and all employees of the Center while engaged in the performance of any work or service required by the Center under this Agreement shall be considered employees of the Center only and not of the County. Any and all claims that may arise under the Worker's Compensation Act on behalf of said employees while so engaged in any of the work or service to be rendered hereunder shall be the sole obligation and responsibility of the Center.
- V. ***Use of Consultants.*** The Center reserves the right to use outside consultants as deemed necessary by the Center. Such consultants shall have the prerequisite qualifications and experience to perform the obligations and duties of the Center under this Agreement.
- VI. ***Access to Information and Facilities.*** The County, recognizing that convenient and timely access to relevant data, information, personnel, and facilities is necessary to the performance of the obligations of the Center in the discharge of its duties under this Agreement, shall assist, or otherwise aid the Center in the procurement of such data or information and/or access to such personnel and facilities as necessary for the Center to perform its duties under the terms and conditions of this Agreement.
- VII. ***Confidentiality of Data.*** The Center will ensure that any information, including but not limited to child support, employment, public assistance, wage and tax information obtained through this Agreement will remain confidential and be used only for the purposes authorized under this Agreement. The Center is prohibited from entering into any agreement to furnish, or from otherwise disclosing or sharing, any child support, employment, public assistance, or wage and tax information, (including information with all personal identifiers removed and including statistical tabulations or research results, which reveal information that can be associated with an identifiable individual) to any third party, including vendors or subcontractors, regardless of the purpose, without the prior written approval of the County unless otherwise authorized by statute or required by a court of competent jurisdiction.

- VIII. **Release of Information.** All media releases, public announcements, or public disclosures relating to the work produced pursuant to this Agreement shall be coordinated with and approved by County prior to any release.
- IX. **Copyrights.** The Center retains all rights, title and interest in and to all data, report materials, inventions, techniques, methodologies, reports, copyrights, artwork, illustrations, and other original materials. Where the performance of this Agreement results in a book, report, or other copyrightable material, the Center is free to copyright the work but the County is granted a royalty-free, nonexclusive right and license to produce, reproduce, publish, distribute or otherwise use, and to authorize others to use, the work for any governmental or public purpose.
- X. **Modification.** No modifications, amendments or changes may be made to the terms and conditions of this Agreement (including, but not limited to scope of work, deliverables, timetable or terms of agreement, price, cost, or budgetary adjustments or other information including names, addresses and telephone numbers of persons to contact for submission and approval of proposed changes), unless the same are in writing and signed by the parties hereto.
- A. Changes in work**
The Center shall make no change in services unless pursuant to a written request from (County) authorizing the Center to proceed with the change.
- B. Notification by NCSC of work involving extra cost**
If the Center believes that any changes or instructions proposed by County involve extra work, extra cost, or an extension of time that was not contemplated by the parties, the Center shall so notify County in writing within five days after such discovery. The Center shall not proceed to execute such work until making this notification.
- C. Extra work defined**
For purposes of this contract, extra work shall mean work the performance of which is found necessary for proper completion of the project, but which is not covered by any item in the bid schedule and the proposal and for which no means of payment, direct or indirect, has been provided in the contract, and for which special remuneration, by an equitable price adjustment or by other consideration, to be negotiated by the parties, shall be paid to the Center.
- D. Itemized proposal required**
County shall, before requesting the Center to proceed with desired changes, request an itemized proposal from the Center covering the work involved in the change. If the proposal is acceptable, the Center will prepare a change order setting forth the contract modifications and cost impact for acceptance by County. The change order shall be signed by both parties to the original contract. (See Attachment C for change order form.)
- XI. **Acceptance Procedure.** The Center shall render the reports and deliverables described in Attachment A, under the terms and conditions thereof. The County shall have a

maximum of twenty (20) working days from the delivery of required deliverables and from the delivery of the final draft of the completed project prepared hereunder within which to respond in writing to such deliveries. If the County believes the deliverables or the completed project does not conform to the requirements of the Agreement, it shall notify the Center in writing thereof, within the above-mentioned twenty (20) days, and shall indicate with particularity in what manner the deliverables or the project fail to conform. In the absence of such notice of non-conformance, acceptance of the work products will be presumed.

- XII. ***Contingencies.*** In the event that, due to any unforeseeable circumstances beyond the reasonable control of, and without the fault or negligence of the Center, including without limitation, acts of God, war, national emergency, terrorism and/or responses thereto, government regulations, strikes and civil disorder, the Center fails to perform under this Agreement, such failure shall not constitute a default in performance, and the County shall grant the Center such extensions of time as may be necessary and possible to facilitate contract completion.
- XIII. ***Termination by the County.*** The County may terminate this Agreement at any time for failure of the Center to comply with any material terms or conditions of this Agreement except as provided in Section XII. Termination shall be effective thirty (30) days following receipt of written notice which shall specifically identify such failures, provided however, that the Center shall have those thirty (30) days within which to remedy such deficiencies. In any event, the Center shall have the right to receive just and equitable compensation for any satisfactory work completed prior to the date of any such termination and the Center shall deliver all completed work products to County.
- XIV. ***Termination by the Center.*** The Center may terminate this Agreement at any time for failure of the County to comply with any material terms or conditions of this Agreement. Termination shall be effective thirty (30) days following receipt of written notice which shall specifically identify such failures, provided however, that the County shall have those thirty (30) days within which to remedy such deficiencies. Upon any such termination the Center shall deliver all completed work products to County and the Center shall have the right to receive just and equitable compensation for any satisfactory work completed prior to the date of any such termination.
- XV. ***Covenant Against Contingent Fees.*** The Center certifies that it has not employed or retained any company or person other than bona fide employees working for the Center to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person other than bona fide employees working solely for the Center any fee, commission, percentage, brokerage fees, gifts, or other consideration contingent upon or resulting from the award which serves as the basis for this Agreement. For breach or violation of this warranty, the County shall have the right to annul this Agreement without liability, or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

- XVI. ***Governing Law.*** The laws of the state of Illinois shall govern the validity, construction, interpretation, and effect of this Agreement without giving effect to any conflicts principles that would require the application of the law of any other jurisdiction.
- XVII. ***Entire Agreement.*** This Agreement, including any Attachments hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained in the Agreement. This Agreement supersedes all previous communications, representations, or agreements, either oral or written, that may have been made with respect to the subject matter hereof.
- XVIII. ***Waivers and Remedies.*** The failure of the parties to enforce, at any time, the provisions of this Agreement or to exercise any option which may be provided herein shall not be construed as a waiver of such provisions or to affect the validity of this Agreement or any part thereof or the right of the parties to enforce thereafter each and every provision and to exercise any such option. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies available under this Agreement shall be taken and construed as cumulative, that is, as being in addition to every other remedy provided by operation of law. Anything contained herein to the contrary notwithstanding, in no event shall the Center be liable hereunder for any special, incidental or consequential damages.
- XIX. ***Notices.*** The following designated parties, notwithstanding conflicting provisions found in the Proposal incorporated herein, shall represent the parties to this Agreement for notification and communication as may be required. All notices required by this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, delivered by recognized overnight delivery services, delivered by telephonic facsimile with simultaneous regular mail, or mailed by certified or registered mail, return receipt requested, postage prepaid on the date posted to the designated parties listed below:
- (a) Representing the County:
- Mr. Roger Fahnstock, Chief Information Officer
Kane County Government Center
719 South Batavia Avenue, Building B
Geneva, Illinois 60134
- (b) Representing the Center:
- Daniel J. Hall, Vice President
Court Consulting Services
707 17th Street, Suite 2900
Denver, Colorado 80202-3429
303-293-3063
- XX. ***Maintenance, Access and Examination of Records.*** The Center will, as it relates to this Agreement, (a) furnish promptly relevant reports, certificates, financial statements and

other information as may be reasonably requested by County and (b) give County reasonable opportunity to examine and verify the Center's books, records and accounts. The Center agrees to maintain records with respect to this Agreement until the expiration of three (3) years after final payment under this contract or until resolution of any unresolved audit questions and County shall have reasonable access to and the right to examine any directly pertinent books, documents, papers, and records involving transactions related to this contract. The Center agrees to maintain books, records, documents, under generally accepted accounting principles, sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred for performance of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three (3) years from the date of any resulting final settlement.

- XXI. **Insurance.** The Center represents and warrants that it is now maintaining with responsible insurance carriers, (i) insurance upon its own plant and equipment against fire and other hazards to the extent that like properties are usually insured by others; (ii) adequate insurance against liability on account of damage to persons or property; and (iii) adequate professional liability coverage (errors and omissions insurance); (iv) adequate comprehensive automobile liability insurance for owned, hired and non-owned vehicles used in the performance of its work; (v) adequate insurance under all applicable worker's compensation laws. The Center will furnish such certificates with respect to its insurance as the County from time to time may reasonably require.
- XXII. **Nondiscrimination and Equal Employment Opportunity.** During the performance of this Agreement, the Center agrees that it will not discriminate against any employee or applicant for employment because of age, race, color, religion, sex, sexual orientation, physical or mental disability, or national origin. Further, the Center hereby certifies that it is an equal opportunity employer and shall comply with all state and federal laws prohibiting discrimination.
- XXIII. **Licenses and Permits.** The Center shall maintain all licenses, permits, and certifications required by federal, state, or local authority for carrying out this Agreement.
- XXIV. **Compliance with Law.** The Center shall comply with all applicable federal, state and local laws and regulations which may be imposed or levied upon the subject matter of this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
- XXV. **Prohibition Against Assignment.** Notwithstanding any other provision of this Agreement, the Center warrants that it shall not transfer, pledge, or otherwise assign this contract, or any interest therein, or any claim arising hereunder, to any party or parties, bank, trust company, or other financing institution.
- XXVI. **Severability.** All of the clauses of this Agreement are distinct and severable, and if any clause shall be declared illegal, void, or unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or portion of this Agreement.

XXVII. **Survival.** Anything contained herein to the contrary notwithstanding, the rights, obligations, representations, covenants, terms and provisions contained in Sections IV, VII, VIII, IX, XIII, XIV, XV, XVI, XVII, XIX, XX, XXI, XXII, XXIII hereof shall remain in effect and shall survive the termination, expiration or cancellation of this Agreement whether by expiration of time, operation of law or otherwise.

IN WITNESS WHEREOF, the persons signing below certify that they are duly authorized to sign for, and on behalf of, their respective Party and do hereby execute this Agreement.

NATIONAL CENTER FOR STATE COURTS KANE COUNTY, ILLINOIS

By _____

By Cheri Fayer

Title _____

Title Chairman

Date _____

Date 3-2-13

ATTACHMENT A

SCOPE OF SERVICES

Project Approach

The NCSC team will review business process and requirements documentation that the Clerk's Office has recently developed, as well as conduct interviews with stakeholders in order to understand their business processes and automation needs and wants. The NCSC team will interview judges, court administrators, managers, and Clerk staff, including executives, managers, and line staff. Additionally, the NCSC team will interview Information Technology staff and conduct limited interviews with representatives of other agencies with which the court and/or clerk interacts on a regular basis. These stakeholders include, but are not limited to:

- Kane County State's Attorney's Office
- Kane County Public Defender's Office
- Aurora Police Department and other local law enforcement agencies
- Kane County Sheriff's Office

The NCSC team will interview managers and staff of the Kane County Information Technology Department in order to understand the technology environment in which the new system must operate.

Using the results of the stakeholder interviews and our existing resources and knowledge regarding court CMS capabilities, preliminary (a.k.a., "strawman") requirements for the new system, as well as potential business process changes the clerk may consider will be developed. The NCSC team will provide this information for county review and schedule a series of meetings with stakeholders.

- Discuss, at the meetings, industry best practices and potential business process changes.
- Review and refine the preliminary requirements.
- Revise the requirements based on these meetings and facilitate discussion and decision-making on issues or potential business process changes that have not been resolved.
- Deliver the draft requirements for county review.
- Finalize the requirements once stakeholder comments are received.

While identifying the requirements, the NCSC team will work with County Procurement to develop the RFP. The NCSC team will use the RFPs developed for Court Services, the State's Attorney's Office and the Public Defender's Office as the collective basis for the Court CMS RFP, but will make modifications as needed. The NCSC team will provide the draft RFP for County review and incorporate comments received. Once the requirements are finalized, they will be included in the RFP and the RFP will be provided for the County to publish.

ATTACHMENT B
(Attached to and forming part of Agreement)

COMPENSATION

The total fixed price for services and expenses pursuant to the Agreement shall be \$45,000. The Center shall not be entitled to any additional amount unless mutually agreed upon in writing by both parties.

The services rendered by the Center pursuant to this Agreement shall be payable as follows:

\$45,000 to be paid upon completion of the project.

The fixed price for the project includes all consultants' time, travel and expenses, administrative support, and indirect costs. The rates used for this proposal by the NCSC are the Federal Government approved rates for the MOBIS Contract. The indirect costs are based on approved federal rates used for all contracts. Travel is based on the NCSC travel policies which use the federal travel policy as its guideline.

ATTACHMENT C
CHANGE ORDER
MODIFICATION OF CONTRACT

1. Effective Date	2. Requisition/Purchase Req. No. (if applicable)	3. Project No. (if applicable)
4. Issued by		
5. Name and Address of public body		6. Amendment of Contract dated
7. Description of Amendment/Modification and Associated Costs		
7a. Reason for modification		
7b. Total contract price increased by \$ _____		
7c. Total contract price decreased by \$ _____		
7d. Total contract price unchanged <input type="checkbox"/> (check)		
8. Name and Title of Signer for _____		9. Date Signed
10.		11. Date Signed
(Signature of person authorized to sign) (for National Center for State Courts)		