

County of Kane
Office of County Board
Kane County Government Center

Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET

for

Karen McConnaughay
Chairman, Kane County Board

Name of Document: Contract with NCSC
- Case Management System
for Public Defender's Office

Submitted By: Kelli Childress

Date Submitted: 8.18.12

Examined By: Michele Niermann
(Print Name)

Michele Niermann
(Signature)

9.10.12
(Date)

Post on Web: Yes No Atty Initials MN

Comments: 9.12.12 hand delivered by Michele
Res 12-220 (OK)
a

Chairman Signed: Yes No Date: 9-17-12 (see notes)

Document Returned To: Michele Niermann not thru normal channels

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 12 – 220

CONTRACT WITH NATIONAL CENTER FOR STATE COURTS TO WRITE REQUIREMENTS FOR COURT CASE MANAGEMENT FOR COURT SERVICES, STATE'S ATTORNEY'S OFFICE AND THE PUBLIC DEFENDER

WHEREAS, Court Services, State's Attorney's Office and the Public Defender have determined that there is an urgent need to proceed with a court case management system; and

WHEREAS, National Center for State Courts had previously submitted a successful bid to provide requirements for court case management for Court Services; and

WHEREAS, Court Services, State's Attorney's Office and the Public Defender desire to proceed with said bid with National Center for State Courts and to also include the State's Attorney's Office and the Public Defender; and

WHEREAS, this proposal is consistent with the terms of the Settlement Agreement dated September 12, 2011 between Plaintiff/Counter-Defendant Seyller and Defendant/Counter-Plaintiff Kane County. .

NOW, ~~THEREFORE~~, BE IT RESOLVED that the County Board Chairman is authorized to enter into an agreement with National Center for State Courts to write the requirements for a Court Case Management system for Court Services, State's Attorney's Office and the Public Defender's Office in an amount not to exceed Ninety Thousand Dollars (\$90,000) and that funds previously allocated in fiscal year 2011 under Resolution No. 11-355 be re-allocated to fiscal year 2012.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the following FY12 budget adjustment be made:

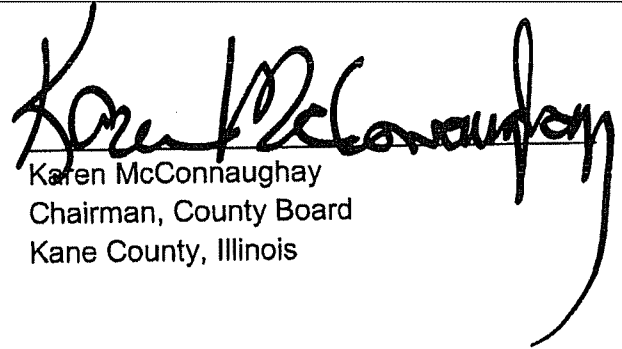
125.800.000.39900	Public Safety Sales Tax Cash On Hand	+\$90,000
125.800.810.50150	Contractual/Consulting Services	+\$90,000

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 specified line item?	If funds are not currently available in the specified line item, where are the funds available?
125.800.810.50150	Contractual/Consulting Services	NO	NO	125.800.000.39900 (Cash on Hand)

Passed by the Kane County Board on July 10, 2012



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



Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:
Yes 22
No
Voice
Abstentions
7CaseMgmt



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item # 12 - 220

Resolution Name **Contract with National Center for State Courts to Write Requirements for Court Case Management for Court Services, State's Attorney's Office, and Public Defender**
 Ordinance

Presenter/Sponsor: **Judge Keith Brown**

Budget Information: Was this item budgeted? Yes No N/A Appropriation Amount: **\$90,000**

If not budgeted, explain funding source

SUMMARY: Court Services, the State's Attorney, and the Public Defender have an urgent need to proceed with a court case management system. National Center for State Courts previously submitted a successful bid which Court Services would like to proceed with and to also include the State's Attorney and the Public Defender.

\$90,000 for this project was previously allocated under Resolution 11-355, and projects costs are expected to be within this dollar limit.

Attachments:

Detailed information available from :

Staff Name: **Doug Naughton**

Phone: **630-232-3443**

Resolution/Ordinance Tracking:

Assigned Committee: **Other** **Passed** Sent to: **Executive** on: **06/14/2012**

If Other, specify: **Judicial & Public Safety Technology Comm**

Committee Remarks:

Next Committee: **Executive** **Passed** Sent to: **County Board** on: **07/05/2012**

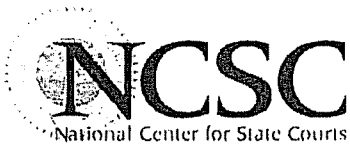
If Other, specify:

Committee Remarks:

Next Committee: Sent to: on:

Committee Remarks:

County Board Date: **07/10/2012**



Mary Campbell McQueen
President

Daniel J. Hall
Vice President
Court Consulting Services
Denver Office

AGREEMENT

THIS AGREEMENT is made between the County of Kane, Illinois, the Kane County Public Defender (hereinafter collectively referred to as the Client) and the National Center for State Courts (hereinafter referred to as the Center) on the 17th day of September, 2012.

WHEREAS, the Client desires to employ the services of the Center to assist with Kane County's selection of a new public defender case management system (CMS) to support the Public Defender's Office (PDO).

WHEREAS, the Center is willing to provide the services required;

WHEREAS, the parties desire to define their respective responsibilities and obligations and to express their desire to cooperate together in order to accomplish the purposes and expectations of this Agreement.

NOW, THEREFORE, the parties do hereto agree as follows:

- I. **Term.** The work under this Agreement shall commence on or before July 12, 2012, and the project shall be completed on or before October 30, 2012, unless the time for completion is extended by the mutual agreement of the parties in writing as hereinafter provided.
- II. **Services to be Performed by the Center.** The Center shall perform the services described in the attached scope of work (Attachment A) except as hereafter amended by the mutual agreement of the parties hereto. Attachment A is incorporated herein and made a part hereof by reference.
- III. **Compensation.**
 - a. For the performance of the services hereunder, the Client shall pay the Center based upon the compensation schedule set forth in Attachment B. Attachment B is incorporated herein and made a part hereof by reference.
 - b. The Center agrees that its records which relate to compensation payable to the Center for the Services rendered hereunder shall be available for review by the Client or its authorized representatives during normal business hours with prior notice. Such records shall be retained by the Center for a period of three years from the date of termination of this Agreement during which period they will be available for review.

- c. ~~All invoices and statements for services rendered should be prepared and forwarded to the Client as follows:~~

Kelli Childress
Judicial Center
Suite 200
37W777 Route 38
St. Charles, Illinois 60175-7533
Phone: 630-232-5835
E-mail: childresskelli@co.kane.il.us

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 Status.*** The parties agree that the Center's status for conduct of tasks described herein shall be as an independent contractor, not as an agent or employee of the Client. 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 Client. Any and all claims that may arise under the Worker's Compensation Act of Colorado on behalf of said employees while so engaged, in any of the work or service so provided to be rendered herein shall be the sole obligation and responsibility of the Center.
- V. ***Use of Outside Consultants.*** The Center reserves the right to use outside consultants as deemed necessary by the Center with prior written consent of the Client.
- VI. ***Acceptance Procedure.*** The Center shall render the reports and deliverables described in Attachment A, under the terms and conditions thereof. The Client shall have a maximum of twenty (20) working days from the delivery of the final draft of the completed project prepared hereunder within which to respond in writing to such delivery. If the Client believes 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 project fails to conform. In the absence of such notice of non-conformance, acceptance of the work products will be presumed.
- VII. ***Covenant Against Contingent Fees.*** The Center warrants 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 of making this Agreement. For breach or violation of this warranty, the Client 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.

- VIII. ***Nondiscrimination in Employment.*** During the performance of this Agreement, the Center agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin.
- IX. ***Contingencies.*** In the event that, due to causes beyond the control and without the fault or negligence of the Center, said Center fails to perform under this Agreement, such failure shall not constitute a default in performance, and the Client shall grant the Center such extensions of time as may be necessary and possible to facilitate contract completion; provided, however, that an extension of greater than thirty (30) days shall require written agreement of the Client.
- X. ***Termination by the Client.*** If for any reason other than the causes set forth in paragraph IX above, the Center shall fail to fulfill its obligations under this Agreement, and such failure shall continue for 30 days after written notice from the Client to the Center, which notice shall identify such failures specifically, then the Client shall have the right to terminate this agreement upon the Client's delivery of a written termination notice to the Center; notwithstanding the foregoing, the Client shall have no right to terminate in the event that such failure can be remedied within such 30 day period and so long as the Center commences cure within the foregoing 30 day period and thereafter diligently proceeds to remedy such failure. 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 such termination.
- XI. ***Termination by the Center.*** The Center may terminate this Agreement at any time for failure of the Client to comply with any material terms or conditions of this Agreement, giving written notice to the Client, effective thirty (30) days following receipt, provided, however, that the Client shall be provided a reasonable time within which to remedy such deficiencies.
- XII. ***Access to Information and Facilities.*** The Client, 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.
- XIII. ***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 Client unless otherwise authorized by statute.

XIV. **Governing Law.** The laws of the state of Illinois shall govern the validity, construction, interpretation, and effect of this Agreement.

XV. **Modification.** This Agreement constitutes the final, integrated expression of the Agreement of the Center and the Client. No 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), without the mutual, written consent of the parties hereto.

A. Changes in work

NCSC shall make no change in services unless in pursuance of a written request from (Client) authorizing NCSC to proceed with the change.

B. Notification by NCSC of work involving extra cost

If NCSC believes that any changes or instructions proposed by Client involve extra work, extra cost, or an extension of time that was not contemplated by the parties, NCSC shall so notify Client in writing within five days after such discovery. NCSC shall not proceed to execute such work until making this notification.

C. Extra work defined

For purposes of this contract, extra work shall mean any additional work that results from any change order or new instructions proposed by the client and 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 extra price equitable adjustment or by other consideration, in any case to be negotiated, shall be paid to NCSC.

D. Itemized proposal required

Client shall, before requesting NCSC to proceed with desired changes, request an itemized proposal from NCSC covering the work involved in the change. If the proposal is acceptable, NCSC will prepare a change order setting forth the contract modifications and cost impact for acceptance by Client. The change order shall be signed by both parties to the original contract. (See Attachment C for change order form.)

~~XVI. **Waivers.** 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.~~

XVII. **Representatives of Contracting Parties.** 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:

(a) Representing the Client:

Kelli Childress
Judicial Center
Suite 200
37W777 Route 38
St. Charles, Illinois 60175-7533
Phone: 630-232-5835

(b) Representing the Center:

Daniel J. Hall, Vice President
Court Consulting Services
707 17th Street, Suite 2900
Denver, Colorado 80202-3429
303-293-3063

XVIII. **Maintenance, Access and Examination of Records.** 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.

XIX. **Insurance.**


The Center will obtain prior to the commencement of the Work and will maintain for a minimum of three years following completion of the Work the following insurance coverage:

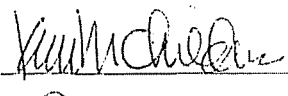
- | | |
|----------------------------|---|
| (a) Workers Compensation | Shall be in accordance with the provision of the laws of the State of Illinois; |
| (b) General Liability | \$2,000,000 combined single limit (or equivalent); |
| (c) Automobile Liability | \$1,000,000 combined single limit (or equivalent); |
| (d) Excess Liability | \$2,000,000 each occurrence; and |
| (e) Professional Liability | \$2,000,000 per claim. |

Prior to commencement of the Work, the Center will furnish the Client with a certificate of insurance evidencing the coverage listed above, which names Kane County as an additional insured and provides that the Client will receive not less than 30 days prior written notice of any cancellation of a material change in the policies.


XX. **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 thereunder, to any party or parties, bank, trust, company, or other financing institution.

NATIONAL CENTER FOR STATE COURTS KANE COUNTY PUBLIC DEFENDER

By 
Title Court Operations Director
Date 9/12/12

By 
Title Public Defender
Date 9-17-12

COUNTY OF KANE, ILLINOIS

By 
Title Chairman, Kane County Board
Date 9/17/12

ATTACHMENT A
SCOPE OF SERVICES

NCSC shall provide the services described in Phase I of the proposal dated June 19, 2012, a copy of which is attached.

ATTACHMENT B
(Attached to and forming part of Agreement)

COMPENSATION

The Center will provide the services detailed in this Agreement for a fixed price of \$29,323, inclusive of travel and all other project-related expenses. The estimated hours and costs for each project task are shown in the table below. The Center shall not be entitled to any additional amount unless mutually agreed upon in writing by both parties.

<u>Phases</u>	<u>Total Consulting</u> <u>Estimated Hours</u> <u>Per Task</u>	<u>Total Cost</u> <u>per Task</u>	<u>Total Trips*</u>
Conduct Interviews	32	\$6,439	1 consultant, 2 days/2 nights
Analyze Information	56	\$9,565	
Conduct Meetings	15	\$3,444	1 consultant, 2 days/1 night
Resolve Issues	12	\$2,172	
Draft Document	32	\$5,532	
Finalize Document	12	\$2,172	
Total Estimated Consulting Hours	159		
FIXED PRICE FOR PROJECT		\$29,323	

The services rendered by the Center pursuant to this Agreement shall be payable monthly based on invoices provided by the NCSC as tasks are completed.



leadership and service to courts

Daniel J. Hall
Vice President
Court Consulting Services
Denver Office

June 19, 2012

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

Dear Mr. Fahnestock:

This letter is in response to our discussion today regarding Kane County's selection of a new public defender case management system (CMS) to support the Public Defender's Office (PDO). The National Center for State Courts (NCSC) hereby proposes to provide assistance in this very important project. As detailed in the remainder of this letter, we propose to have a team of NCSC professionals assist in identifying system requirements for use in the PDO's procurement of a new CMS. Our team has extensive experience with court-related CMS procurement. Our team is discussed in this letter and members' resumes are attached to this letter.

Project Understanding

Kane County is seeking to select and implement a new off-the shelf prosecution CMS to support the PDO. Kane County issued a request for proposals (RFP) to replace the current court CMS and provide functionality for the Judiciary, State's Attorney's Office, and Public Defender's Office, as well as the Court Services Department. However, this larger effort is currently on hold and the county has decided to proceed with the procurement of a prosecution CMS under the understanding that the prosecution CMS selected will integrate with the new court CMS when it is selected and implemented.

Kane County has expressed interest in having the NCSC provide services related to the county's selection of the new prosecution CMS. These services include identification and documentation of system requirements and comparison of PDO practices against industry best practices. Our proposed scope and approach, schedule and cost for providing these services are detailed in the sections that follow.

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

www.ncsc.org

Project Approach

We propose to follow a three-phased approach to assisting Kane County. In Phase 1, we will define the PDO's system requirements. In Phase 2, we will assist with the selection of the CMS vendor and negotiation of the contract between the county and the vendor. Finally, in Phase 3, we will oversee the vendor's planning, configuration and testing of their CMS to ensure it meets the requirements of the PDO. These phases are detailed below.

Phase 1 – Requirements Definition

We will begin our effort by conducting interviews with stakeholders in order to understand their business processes and automation needs and wants. We will interview managers, attorneys and support staff in each division of the PDO, as well as the Public Defender and his deputy. Additionally, we will conduct limited interviews with representatives of other agencies with which the PDO interacts on a regular basis. These stakeholders include, but are not limited to:

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

We will also 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 prosecution CMS capabilities, we will develop preliminary (a.k.a., "strawman") requirements for the new system, as well as potential business process changes the PDO may consider. We will provide this information for county review and schedule a series of meetings with stakeholders. At the meetings, we will discuss industry best practices and potential business process changes, and we will review and refine the preliminary requirements. We will revise the requirements based on these meetings and will facilitate discussion and decision-making on issues or potential business process changes that have not been resolved. We will deliver the draft PDO Requirements Document for county review. Once we have received comments on the document, we will finalize and deliver it.

Phase 2 – Vendor Selection Assistance

In order to assist the PDO in selecting a CMS that best meets their needs, we will review proposals and attend demonstrations, each time offering observations to the evaluation committee. Once the county selects a vendor, we will be available to review draft contract terms and statements of work, offering suggestions and facilitating negotiations between the county and vendor. Our specific activities will include:

- Review proposals provided in response to the RFP.
- Present strengths and weaknesses to the evaluation team and participate in discussions leading to the selection of finalist vendors.
- Attend vendor demonstrations, identify strengths and weaknesses and participate in discussions regarding the demonstrations and the need for site visits and/or best and final offers.
- Review best and final offers, if submitted, and provide input.
- Participate in contract negotiations.

Phase 3 – Implementation Oversight

In this final phase, we will oversee the implementation of the selected CMS. The vendor will have proposed an implementation plan, and the NCSC team will monitor progress of the implementation against that plan. The NCSC will also identify issues and risks and work with the county and vendor to resolve the issues and mitigate the risks.

We will initiate our project oversight by meeting with the vendor's project manager and the Kane County project manager to discuss the vendor's implementation plan and define the roles and responsibilities of the vendor, the county, and the NCSC. Over the course of the implementation, we will gather key metrics to monitor implementation progress against the approved schedule and identify issues and risks. We will monitor changes to project scope, schedules, staffing, and resource utilization. We will provide assessments to evaluate the quality of project deliverables with respect to plans and contract. Finally, we will provide status information and recommendations each month in a quality assurance report.

Project Team

The NCSC has assembled a team that consists of highly experienced and knowledgeable staff members who have successfully performed similar projects and work well together. These team members and their project roles are:

- Paul Zeigler – Project Director and Business Analyst
- Jim Harris – Technology Analyst

Descriptions of the qualifications of these individuals are provided below. Full resumes are attached to this letter.

Paul S. Zeigler, PMP

Mr. Zeigler is a Principal Court Management Consultant for the National Center for State Courts. He has an established track record of leading and delivering outstanding technology and business solutions on challenging and competitive projects to a broad range of public sector organizations. Mr. Zeigler has extensive experience providing cost-effective services including: strategic planning, implementation project management, business process redesign, needs assessment, requirements definition, cost/benefit analysis, purchasing/procurement, performance measurement, and quality assurance.

James M. Harris

Mr. Harris is a Senior Court Technology Associate for the National Center for State Courts, and provides expertise for national scope court technology standards, research, and consulting assistance. He has worked in court technology related roles since 1980. He co-founded and was Chief Architect for Vanguard Management & Information Systems, Director of Development for HTE-Vanguard Systems, and Vice President and Chief Technology Officer for Court Specialists, Inc. During this period he was responsible for establishing product strategy, technical architecture and development methodologies based on industry standards, industry trends and emerging technologies. He has been active in industry organizations and initiatives to establish standards, including Forum on the Advancement of Court Technology (FACT Steering Committee), National Center for State Courts Case Management Functional Standards, and OASIS LegalXML integrated justice and electronic court filing technical committees.

Project Schedule

Our proposed project schedule is shown below. As shown, we propose to begin the project on August 6, 2012 and complete the project by January 31, 2014.

Activities	Date(s)
Phase 1 – Requirements Definition	August 6 – October 26, 2012
Phase 2 – Vendor Selection Assistance	November 5, 2012 – February 1, 2013
Phase 3 – Implementation Oversight	February 4 – January 31, 2014

Project Cost

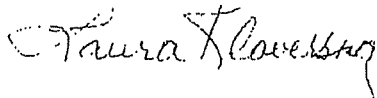
We propose to provide the services described above for a fixed price of \$89,918. This is based on the following assumptions:

Phases	Total Consulting Estimated hours Per Task	Total Cost per Task	Total Trips*
Phase 1 – Requirements Definition	159	\$29,323	4 days/3 nights
Phase 2 – Vendor Selection Assistance	106	\$20,945	7 days/6 nights
Phase 3 – Implementation Oversight	200	\$39,650	18 days/12 nights
Total Estimated Consulting Hours	465		
FIXED PRICE FOR PROJECT		\$89,918	

*Travel time includes time on site as well as travel time.

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.

Sincerely,



Laura Klaversma
Court Operations Director

NATIONAL CENTER FOR STATE COURTS
PAUL S. ZEIGLER, PMP
Principal Court Management Consultant

EXECUTIVE SUMMARY:

Management Consultant with an established track record of leading and delivering outstanding technology and business solutions on challenging and competitive projects to a broad range of public sector organizations. Extensive experience providing cost-effective services, including: strategic planning, implementation project management, business process redesign, needs assessment, requirements definition, cost/benefit analysis, purchasing/procurement, performance measurement, and quality assurance.

CAREER ACHIEVEMENTS:

- Defined system requirements, facilitated procurement, and managed the implementation of numerous criminal justice applications.
- Identified process improvements and automated solutions that saved millions of dollars and increased public and officer safety.
- Developed strategic plans that provided a clear path for justice organizations to meet goals and objectives.
- Helped justify and obtain funding for systems implementation projects critical to organizations' missions.
- Provided consulting assistance to 2 Department of Defense agencies, 13 state-level agencies, 15 counties, and 2 municipalities.
- Planned, designed, developed, tested, and installed several software applications supporting Air Force Space Command's space surveillance mission.
- Helped establish and operate a program management office for a \$1 Billion software development effort for the Army National Guard.

PROFESSIONAL HISTORY:

National Center for State Courts (September 2009 – Present)

Non-profit agency dedicated to improving the administration of justice through leadership and service to state courts and to courts around the world.

Principal Court Management Consultant – Leads and performs information technology and business planning projects for courts and other justice-related agencies.

Independent Management Consultant (December 2008 – September 2009)

Provided strategic planning, business process improvement, procurement assistance, and project management services to public and private sector clients.

MTG Management Consultants, L.L.C. (August 2001 – December 2008)

Management consulting firm focused on meeting needs of state and local public sector agencies

Senior Manager - Led the firm's integrated justice practice, developing business, managing projects, and delivering consulting services. Managed a team of 3 consultants while reporting to the Chief Executive

Officer. Also responsible for business planning, internal staff training, and development of client deliverables.

Incrementum Investment Management (September 1999 – August 2001)

Investment management firm set up to establish a hedge fund whose purpose was to pursue an investment strategy that was based on extensive technical analysis

Chief Operating Office and Investment Manager – Was recruited by the President to oversee the start up operations and systems which enabled the company to refine and execute its investment strategy. Maintained all transaction records and performed all financial and accounting functions. Major accomplishments included:

- Established and managed a hedge fund.
- Passed Series 65, Uniform Investment Adviser Law Examination.

MTG Management Consultants, L.L.C. (October 1995 – August 1999)

management consulting firm focused on meeting needs of state and local public sector agencies

Manager – Responsible for performing and managing multiple projects.

KPMG Peat Marwick (May 1991 – August 1995)

A leading global provider of accounting and advisory services

Senior Consultant - Provided system planning, program management, and quality assurance services for Department of Defense agencies.

United States Air Force (May 1986 - April 1991)

Captain

- Programmed database applications for space surveillance center systems in the Cheyenne Mountain Complex.
- Led system replacement projects for the Space Surveillance Center.

EDUCATION:

M.B.A., Chapman University, Orange, CA

M.S., Systems Management, University of Southern California, Los Angeles, CA

B.S., Computer Science, Washington University, St. Louis, MO

CERTIFICATIONS:

Project Management Professional (PMP) – Project Management Institute
Justice Information Exchange Model (JIEM) - SEARCH

Recent project experience includes:

- Business Analysis

-
- Documented system functional and technical requirements for agency information systems supporting:
 - Public employee retirement
 - Jail management
 - Court case management
 - Police records management
 - Computer-aided dispatch
 - Determined gaps between agency needs and current system capabilities and developed plans for addressing the gaps.
 - Performed justice information exchange modeling and developed information exchange package documentation.
 - Clients include the Vermont Department of Public Safety, Salt Lake County (UT), DeKalb County (GA), Kansas Bureau of Investigation, the Maryland State Forensics Lab, and the District of Columbia Retirement Board.
 - Strategic Planning
 - Identified strategic issues, developed and evaluated alternative solutions, facilitated decision-making, and developed strategic plans to implement and support integrated justice information systems.
 - Clients include Troup County (GA), Dougherty County (GA), El Paso County (CO), Monterey County (CA), Salt Lake County (UT), and Winnebago County (IL).
 - Software Quality Assurance
 - Defined system requirements and traced them through system delivery.
 - Participated in design reviews.
 - Established and managed change processes.
 - Developed and executed test plans and documented results.
 - Reviewed and revised system documentation.
 - Project Management
 - Helped establish and operate a program management office for a \$1 Billion system development and deployment for the Army National Guard.
 - Led numerous consulting engagements ranging from 2 months to 2 years in duration, \$25K - \$500K in budget, and up to 10 consultants.
 - Typically managed 2-4 projects simultaneously.
 - Followed principles from the Project Management Book of Knowledge.
 - Business Process Reengineering
 - Mapped current business processes, identified issues and potential improvements, and drafted and vetted future business processes.
 - Evaluated and recommended changes to business procedures, staffing, procedures, training, systems, and governance.
 - Recent clients include the Dane County (WI) 9-1-1 Emergency Communications Center, Monterey County (CA), and Winnebago County (IL).
 - Business Case Development
 - Developed and presented business cases that identified objectives, needs, costs, benefits, and risks to justify multi-million dollar system development projects.
 - Recent clients include the Salt Lake County (UT) Sheriff's Office and justice community.
 - System Procurement
 - Developed requests for proposals and evaluation materials, facilitated information system selection, and assisted in contract negotiations.

-
- Systems include jail management, prison offender management, law enforcement records management, computer-aided dispatch, court case management, and justice integration.
 - Clients include the Missouri State Highway Patrol, Cleveland (OH) Department of Public Safety, Salt Lake County (UT) Sheriff's Office, the Wisconsin Department of Corrections, El Paso County (CO), and Dougherty County (GA).
 - Quality Assurance
 - Oversaw system development efforts, tracked risks and issues, and reviewed system designs, test plans, training plans, and other system documentation.
 - Developed a metrics program that measured numerous aspects of system development efforts.
 - Defined performance measures and dashboard indicators for a multi-agency justice consortium.
 - Recent clients include Salt Lake County (UT) and the Kansas Public Employees Retirement System.
 - Business Development
 - Identified business opportunities, developed proposals, closed projects, and negotiated contracts.

Recent clients include:

- Georgia Administrative Office of the Courts
- Troup County, GA
- DeKalb County, GA
- Judiciary of Guam
- Shelby County, TN
- Pinellas County FL Superior Court
- El Paso County, CO
- Monterey County, CA
- Salt Lake County, UT Sheriff's Office and justice community
- Winnebago County, IL
- Dane County, WI 9-1-1 Emergency Communications Center
- Vermont Department of Public Safety
- Kansas Bureau of Investigation
- Maryland State Police, Forensics Science Division
- Missouri State Highway Patrol
- Cleveland Department of Public Safety
- Wisconsin Department of Corrections
- Dougherty County, GA

NATIONAL CENTER FOR STATE COURTS

JAMES M. HARRIS

Senior Court Technology Associate

KEY QUALIFICATIONS

Mr. Harris is a court information technology expert with more than 25 years of experience in software development and IT operations for state courts. He is currently a Senior Court Technology Associate at the National Center for State Courts. In addition to his consulting work with state courts across the U.S., he has extensive experience in software development for court case management systems, particularly in areas of technical architecture, infrastructure planning, functional design, and database design. Mr. Harris is also heavily engaged in development of technology standards and information sharing initiatives for the justice community, while also serving in consulting and advisory roles on implementation projects for case management, e-filing, information sharing, and numerous other court technology applications.

PROFESSIONAL EXPERIENCE

Senior Court Technology Associate 2006 - Present
National Center for State Courts

- Provides expertise for national scope court technology standards, research, technology assistance and consulting projects.
- Participates in industry organizations and initiatives to establish functional and information sharing standards.
- Project Manager on numerous grant funded projects for IEPD development and other activities relating to GJXDM and NIEM.

Technology Consultant 2005
Clerk of Courts, Orange County, Florida

- Advisory role on issues, upgrades and enhancements to case management system.
- Oversight of E-filing implementation, including coordination with vendor, integration with case management system, and integration with document management system.
- Technical consulting supporting implementation of judicial dashboard application.
- Project management and design work on integration with county ICJIS hub, including GJXDM compliant schema design and data mapping.

Vice President and Chief Technology Officer 2001 - 2005
Court Specialists, Inc.

- Transitioned to CSI with their acquisition of HTE-Vanguard's court applications.
- Responsible for product strategy, technical architecture, development methodologies, industry trends, and emerging technologies.

- Participation in industry organizations and initiatives to establish standards, including Forum on the Advancement of Court Technology (FACT Steering Committee), National Center for State Courts Joint Standards Development Teams (JSD's), and OASIS LegalXML integrated justice and electronic court filing technical committees.
- Provide expertise and consultation to product development team, particularly in technical architecture, analysis and design activities.
- Provide consulting, technical assistance and functional knowledge on implementation projects to enhance client relationships and customer satisfaction.
- Provide industry knowledge and technical support to sales and marketing team.
- Oversight of electronic court filing initiatives, including establishing third party relationships and management of e-filing pilot project in Orange County, Florida.
- Oversight of business intelligence initiatives, including initial development of judicial dashboard application for the Ninth Judicial Circuit of Florida.

Director of Development 1998 - 2001
 HTE-Vanguard Systems, Inc.

- Moved to HTE-Vanguard as part of HTE's acquisition of Vanguard's court software applications.
- Oversight of all product development projects as well as implementation and support activities for HTE-Vanguard customers.
- Responsible for product strategy.
- Supervised development team in the production of a web based interface to HTE-Vanguard court software.
- Established development methodologies as well as guidelines and architecture for product development.

Co-Founder and Chief Architect 1985 - 1998
 Vanguard Management & Information Systems, Inc.

- Entrepreneurial endeavor to provide software solutions to limited and general jurisdiction courts throughout the United States.
- As chief architect, designed and architected court technology solutions for several application areas.
- Managed development and implementation projects for case management and jury management systems in numerous courts across the US, including multiple jurisdictions in Indiana, Florida, Illinois, California, Virginia, and Michigan.
- Coordinated all software development and support activities, including new product development, project management, and customer support services.
- Guided development of software applications for case management and jury management as well as integration with third party systems for imaging, case file tracking, process tracking, recording, financial/general ledger, and public access.

Systems Engineer 1985

Electronic Data Systems Corporation

- Directed design and development of data security systems and procedures for a network comprised of Information Processing Centers (IPC's) throughout the United States and Europe.
- Responsibilities included installation, conversion, and administration of a new security system to incorporate General Motors facilities into the EDS network.
- Managed security team development staff from corporate offices in Dallas.

Director of Development

1982 - 1985

BR Software, Inc. – Longwood, FL

- Participated in all facets of the development of court software systems.
- Responsible for analysis, design, specifications, and management of the development of BR's software products for IBM mainframe systems, including applications for Civil and Criminal Case Flow Management.
- Coordinated all implementations of the software products, including hardware evaluation, installation services, and conversions.
- Managed development teams, including oversight of development staff and contract employees.

Systems Analyst

1980 - 1982

Clerk of Courts, Orange County, Florida – Orlando, FL

- Responsible for development and maintenance of software systems utilized by the all divisions of the clerk's office.
- Managed design and implementation of several applications, including Criminal and Juvenile case flow management, Subpoena Issuance/Witness Payroll, and state reporting functions.

EDUCATION

- Master of Science in Management Information Systems, University of Central Florida, 2008.
- Bachelor of Science in Computer Science, University of Central Florida, 1984.

ORGANIZATIONAL MEMBERSHIPS

- Integrated Justice Information Systems Institute (IJIS)
 - IJIS Security & Privacy Committee (NCSC Liaison)
- Organization for the Advancement of Structured Information Standards (OASIS)
 - OASIS LegalXML Member Section Steering Committee
 - OASIS Electronic Court Filing Technical Committee
 - OASIS Code List Representation Technical Committee

TECHNICAL EXPERIENCE

Extensive experience in software planning and design activities (including architecture, infrastructure planning, functional design, and database design) in support of court case management systems, electronic court filing, business intelligence and dashboard applications.

Broad expertise in a multitude of technologies, computing platforms, development environments, programming languages, databases, design tools and office applications.

County of Kane
Office of County Board
Kane County Government Center

Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET

for

Karen McConnaughay
Chairman, Kane County Board

Name of Document:

Contract with NCSC
- Case Management System
for Public Defender's Office

Submitted By:

Kelli Childress

Date Submitted:

8.18.12

Examined By:

Michele Niermann
(Print Name)

Michele Niermann
(Signature)

9.10.12
(Date)

Post on Web:

Yes

No

Atty Initials

MN

Comments:

9.12.12 hand delivered by Michele

Res 12-220 (OK)

a

Chairman Signed:

Yes

No

Date:

9-17-12 (see notes)

Document Returned To:

Michele Niermann

not thru normal channels

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 12 – 220

CONTRACT WITH NATIONAL CENTER FOR STATE COURTS TO WRITE REQUIREMENTS FOR COURT CASE MANAGEMENT FOR COURT SERVICES, STATE'S ATTORNEY'S OFFICE AND THE PUBLIC DEFENDER

WHEREAS, Court Services, State's Attorney's Office and the Public Defender have determined that there is an urgent need to proceed with a court case management system; and

WHEREAS, National Center for State Courts had previously submitted a successful bid to provide requirements for court case management for Court Services; and

WHEREAS, Court Services, State's Attorney's Office and the Public Defender desire to proceed with said bid with National Center for State Courts and to also include the State's Attorney's Office and the Public Defender; and

WHEREAS, this proposal is consistent with the terms of the Settlement Agreement dated September 12, 2011 between Plaintiff/Counter-Defendant Seyller and Defendant/Counter-Plaintiff Kane County. .

NOW, ~~THEREFORE~~, BE IT RESOLVED that the County Board Chairman is authorized to enter into an agreement with National Center for State Courts to write the requirements for a Court Case Management system for Court Services, State's Attorney's Office and the Public Defender's Office in an amount not to exceed Ninety Thousand Dollars (\$90,000) and that funds previously allocated in fiscal year 2011 under Resolution No. 11-355 be re-allocated to fiscal year 2012.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the Kane County Board that the following FY12 budget adjustment be made:

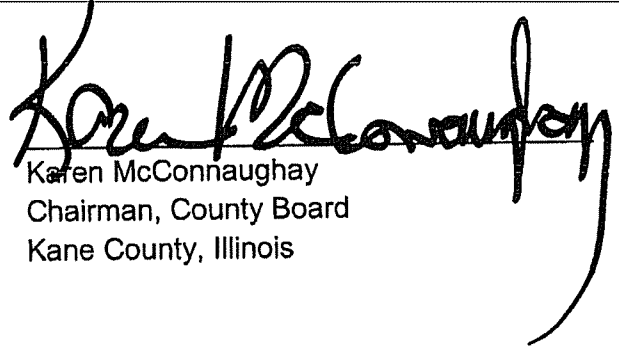
125.800.000.39900	Public Safety Sales Tax Cash On Hand	+\$90,000
125.800.810.50150	Contractual/Consulting Services	+\$90,000

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 specified line item?	If funds are not currently available in the specified line item, where are the funds available?
125.800.810.50150	Contractual/Consulting Services	NO	NO	125.800.000.39900 (Cash on Hand)

Passed by the Kane County Board on July 10, 2012



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



Karen McConnaughay
Chairman, County Board
Kane County, Illinois

Vote:

Yes	<u>22</u>
No	<u>0</u>
Voice	<u>0</u>
Abstentions	<u>0</u>

7CaseMgmt



AGENDA ITEM EXECUTIVE SUMMARY Agenda Item # 12 - 220

<input checked="" type="checkbox"/> Resolution	Name	Contract with National Center for State Courts to Write Requirements for Court Case Management for Court Services, State's Attorney's Office, and Public Defender
<input type="checkbox"/> Ordinance		

Presenter/Sponsor: Judge Keith Brown

Budget Information: Was this item budgeted? Yes No N/A Appropriation Amount: \$90,000

If not budgeted, explain funding source

SUMMARY: Court Services, the State's Attorney, and the Public Defender have an urgent need to proceed with a court case management system. National Center for State Courts previously submitted a successful bid which Court Services would like to proceed with and to also include the State's Attorney and the Public Defender.

\$90,000 for this project was previously allocated under Resolution 11-355, and projects costs are expected to be within this dollar limit.

Attachments:

Detailed information available from : Staff Name: Doug Naughton Phone: 630-232-3443

Resolution/Ordinance Tracking:

Assigned Committee: Other Passed Sent to: Executive on: 06/14/2012

If Other, specify: Judicial & Public Safety Technology Comm

Committee Remarks:

Next Committee: Executive Passed Sent to: County Board on: 07/05/2012

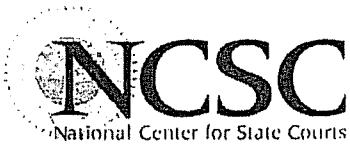
If Other, specify:

Committee Remarks:

Next Committee: Passed Sent to: on:

Committee Remarks:

County Board Date: 07/10/2012



Mary Campbell McQueen
President

Daniel J. Hall
Vice President
Court Consulting Services
Denver Office

AGREEMENT

THIS AGREEMENT is made between the County of Kane, Illinois, the Kane County Public Defender (hereinafter collectively referred to as the Client) and the National Center for State Courts (hereinafter referred to as the Center) on the 17th day of September, 2012.

WHEREAS, the Client desires to employ the services of the Center to assist with Kane County's selection of a new public defender case management system (CMS) to support the Public Defender's Office (PDO).

WHEREAS, the Center is willing to provide the services required;

WHEREAS, the parties desire to define their respective responsibilities and obligations and to express their desire to cooperate together in order to accomplish the purposes and expectations of this Agreement.

NOW, THEREFORE, the parties do hereto agree as follows:

- I. **Term.** The work under this Agreement shall commence on or before July 12, 2012, and the project shall be completed on or before October 30, 2012, unless the time for completion is extended by the mutual agreement of the parties in writing as hereinafter provided.
- II. **Services to be Performed by the Center.** The Center shall perform the services described in the attached scope of work (Attachment A) except as hereafter amended by the mutual agreement of the parties hereto. Attachment A is incorporated herein and made a part hereof by reference.
- III. **Compensation.**
 - a. For the performance of the services hereunder, the Client shall pay the Center based upon the compensation schedule set forth in Attachment B. Attachment B is incorporated herein and made a part hereof by reference.
 - b. The Center agrees that its records which relate to compensation payable to the Center for the Services rendered hereunder shall be available for review by the Client or its authorized representatives during normal business hours with prior notice. Such records shall be retained by the Center for a period of three years from the date of termination of this Agreement during which period they will be available for review.

~~c. All invoices and statements for services rendered should be prepared and forwarded to the Client as follows:~~

Kelli Childress
Judicial Center
Suite 200
37W777 Route 38
St. Charles, Illinois 60175-7533
Phone: 630-232-5835
E-mail: childresskelli@co.kane.il.us

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 Status.*** The parties agree that the Center's status for conduct of tasks described herein shall be as an independent contractor, not as an agent or employee of the Client. 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 Client. Any and all claims that may arise under the Worker's Compensation Act of Colorado on behalf of said employees while so engaged, in any of the work or service so provided to be rendered herein shall be the sole obligation and responsibility of the Center.
- V. ***Use of Outside Consultants.*** The Center reserves the right to use outside consultants as deemed necessary by the Center with prior written consent of the Client.
- VI. ***Acceptance Procedure.*** The Center shall render the reports and deliverables described in Attachment A, under the terms and conditions thereof. The Client shall have a maximum of twenty (20) working days from the delivery of the final draft of the completed project prepared hereunder within which to respond in writing to such delivery. If the Client believes 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 project fails to conform. In the absence of such notice of non-conformance, acceptance of the work products will be presumed.
- VII. ***Covenant Against Contingent Fees.*** The Center warrants 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 of making this Agreement. For breach or violation of this warranty, the Client 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.

- VIII. ***Nondiscrimination in Employment.*** During the performance of this Agreement, the Center agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, or national origin.
- IX. ***Contingencies.*** In the event that, due to causes beyond the control and without the fault or negligence of the Center, said Center fails to perform under this Agreement, such failure shall not constitute a default in performance, and the Client shall grant the Center such extensions of time as may be necessary and possible to facilitate contract completion; provided, however, that an extension of greater than thirty (30) days shall require written agreement of the Client.
- X. ***Termination by the Client.*** If for any reason other than the causes set forth in paragraph IX above, the Center shall fail to fulfill its obligations under this Agreement, and such failure shall continue for 30 days after written notice from the Client to the Center, which notice shall identify such failures specifically, then the Client shall have the right to terminate this agreement upon the Client's delivery of a written termination notice to the Center; notwithstanding the foregoing, the Client shall have no right to terminate in the event that such failure can be remedied within such 30 day period and so long as the Center commences cure within the foregoing 30 day period and thereafter diligently proceeds to remedy such failure. 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 such termination.
- XI. ***Termination by the Center.*** The Center may terminate this Agreement at any time for failure of the Client to comply with any material terms or conditions of this Agreement, giving written notice to the Client, effective thirty (30) days following receipt, provided, however, that the Client shall be provided a reasonable time within which to remedy such deficiencies.
- XII. ***Access to Information and Facilities.*** The Client, 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.
- XIII. ***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 Client unless otherwise authorized by statute.

- XIV. **Governing Law.** The laws of the state of Illinois shall govern the validity, construction, interpretation, and effect of this Agreement.
- XV. **Modification.** This Agreement constitutes the final, integrated expression of the Agreement of the Center and the Client. No 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), without the mutual, written consent of the parties hereto.
- A. Changes in work**
NCSC shall make no change in services unless in pursuance of a written request from (Client) authorizing NCSC to proceed with the change.
- B. Notification by NCSC of work involving extra cost**
If NCSC believes that any changes or instructions proposed by Client involve extra work, extra cost, or an extension of time that was not contemplated by the parties, NCSC shall so notify Client in writing within five days after such discovery. NCSC shall not proceed to execute such work until making this notification.
- C. Extra work defined**
For purposes of this contract, extra work shall mean any additional work that results from any change order or new instructions proposed by the client and 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 extra price equitable adjustment or by other consideration, in any case to be negotiated, shall be paid to NCSC.
- D. Itemized proposal required**
Client shall, before requesting NCSC to proceed with desired changes, request an itemized proposal from NCSC covering the work involved in the change. If the proposal is acceptable, NCSC will prepare a change order setting forth the contract modifications and cost impact for acceptance by Client. The change order shall be signed by both parties to the original contract. (See Attachment C for change order form.)

~~XVI. **Waivers.** 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.~~

XVII. **Representatives of Contracting Parties.** 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:

(a) Representing the Client:

Kelli Childress
Judicial Center
Suite 200
37W777 Route 38
St. Charles, Illinois 60175-7533
Phone: 630-232-5835

(b) Representing the Center:

Daniel J. Hall, Vice President
Court Consulting Services
707 17th Street, Suite 2900
Denver, Colorado 80202-3429
303-293-3063

XVIII. **Maintenance, Access and Examination of Records.** 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.

XIX. **Insurance.**


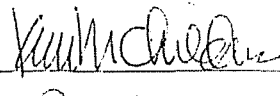
The Center will obtain prior to the commencement of the Work and will maintain for a minimum of three years following completion of the Work the following insurance coverage:

- | | |
|----------------------------|---|
| (a) Workers Compensation | Shall be in accordance with the provision of the laws of the State of Illinois; |
| (b) General Liability | \$2,000,000 combined single limit (or equivalent); |
| (c) Automobile Liability | \$1,000,000 combined single limit (or equivalent); |
| (d) Excess Liability | \$2,000,000 each occurrence; and |
| (e) Professional Liability | \$2,000,000 per claim. |


Prior to commencement of the Work, the Center will furnish the Client with a certificate of insurance evidencing the coverage listed above, which names Kane County as an additional insured and provides that the Client will receive not less than 30 days prior written notice of any cancellation of a material change in the policies.

XX. **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 thereunder, to any party or parties, bank, trust, company, or other financing institution.

NATIONAL CENTER FOR STATE COURTS KANE COUNTY PUBLIC DEFENDER

By		By	
Title	Court Operations Director	Title	Public Defender
Date	9/12/12	Date	9-17-12

COUNTY OF KANE, ILLINOIS

By	
Title	Chairman, Kane County Board
Date	9/17/12

ATTACHMENT A

SCOPE OF SERVICES

NCSC shall provide the services described in Phase I of the proposal dated June 19, 2012, a copy of which is attached.

ATTACHMENT B
(Attached to and forming part of Agreement)

COMPENSATION

The Center will provide the services detailed in this Agreement for a fixed price of \$29,323, inclusive of travel and all other project-related expenses. The estimated hours and costs for each project task are shown in the table below. The Center shall not be entitled to any additional amount unless mutually agreed upon in writing by both parties.

<u>Phases</u>	<u>Total Consulting</u> <u>Estimated Hours</u> <u>Per Task</u>	<u>Total Cost</u> <u>per Task</u>	<u>Total Trips*</u>
Conduct Interviews	32	\$6,439	1 consultant, 2 days/2 nights
Analyze Information	56	\$9,565	
Conduct Meetings	15	\$3,444	1 consultant, 2 days/1 night
Resolve Issues	12	\$2,172	
Draft Document	32	\$5,532	
Finalize Document	12	\$2,172	
Total Estimated Consulting Hours	159		
FIXED PRICE FOR PROJECT		\$29,323	

The services rendered by the Center pursuant to this Agreement shall be payable monthly based on invoices provided by the NCSC as tasks are completed.



leadership and service to courts

Daniel J. Hall
Vice President
Court Consulting Services
Denver Office

June 19, 2012

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

Dear Mr. Fahnestock:

This letter is in response to our discussion today regarding Kane County's selection of a new public defender case management system (CMS) to support the Public Defender's Office (PDO). The National Center for State Courts (NCSC) hereby proposes to provide assistance in this very important project. As detailed in the remainder of this letter, we propose to have a team of NCSC professionals assist in identifying system requirements for use in the PDO's procurement of a new CMS. Our team has extensive experience with court-related CMS procurement. Our team is discussed in this letter and members' resumes are attached to this letter.

Project Understanding

Kane County is seeking to select and implement a new off-the shelf prosecution CMS to support the PDO. Kane County issued a request for proposals (RFP) to replace the current court CMS and provide functionality for the Judiciary, State's Attorney's Office, and Public Defender's Office, as well as the Court Services Department. However, this larger effort is currently on hold and the county has decided to proceed with the procurement of a prosecution CMS under the understanding that the prosecution CMS selected will integrate with the new court CMS when it is selected and implemented.

Kane County has expressed interest in having the NCSC provide services related to the county's selection of the new prosecution CMS. These services include identification and documentation of system requirements and comparison of PDO practices against industry best practices. Our proposed scope and approach, schedule and cost for providing these services are detailed in the sections that follow.

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

www.ncsc.org

Project Approach

We propose to follow a three-phased approach to assisting Kane County. In Phase 1, we will define the PDO's system requirements. In Phase 2, we will assist with the selection of the CMS vendor and negotiation of the contract between the county and the vendor. Finally, in Phase 3, we will oversee the vendor's planning, configuration and testing of their CMS to ensure it meets the requirements of the PDO. These phases are detailed below.

Phase 1 – Requirements Definition

We will begin our effort by conducting interviews with stakeholders in order to understand their business processes and automation needs and wants. We will interview managers, attorneys and support staff in each division of the PDO, as well as the Public Defender and his deputy. Additionally, we will conduct limited interviews with representatives of other agencies with which the PDO interacts on a regular basis. These stakeholders include, but are not limited to:

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

We will also 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 prosecution CMS capabilities, we will develop preliminary (a.k.a., "strawman") requirements for the new system, as well as potential business process changes the PDO may consider. We will provide this information for county review and schedule a series of meetings with stakeholders. At the meetings, we will discuss industry best practices and potential business process changes, and we will review and refine the preliminary requirements. We will revise the requirements based on these meetings and will facilitate discussion and decision-making on issues or potential business process changes that have not been resolved. We will deliver the draft PDO Requirements Document for county review. Once we have received comments on the document, we will finalize and deliver it.

Phase 2 – Vendor Selection Assistance

In order to assist the PDO in selecting a CMS that best meets their needs, we will review proposals and attend demonstrations, each time offering observations to the evaluation committee. Once the county selects a vendor, we will be available to review draft contract terms and statements of work, offering suggestions and facilitating negotiations between the county and vendor. Our specific activities will include:

- Review proposals provided in response to the RFP.
- Present strengths and weaknesses to the evaluation team and participate in discussions leading to the selection of finalist vendors.
- Attend vendor demonstrations, identify strengths and weaknesses and participate in discussions regarding the demonstrations and the need for site visits and/or best and final offers.
- Review best and final offers, if submitted, and provide input.
- Participate in contract negotiations.

Phase 3 – Implementation Oversight

In this final phase, we will oversee the implementation of the selected CMS. The vendor will have proposed an implementation plan, and the NCSC team will monitor progress of the implementation against that plan. The NCSC will also identify issues and risks and work with the county and vendor to resolve the issues and mitigate the risks.

We will initiate our project oversight by meeting with the vendor's project manager and the Kane County project manager to discuss the vendor's implementation plan and define the roles and responsibilities of the vendor, the county, and the NCSC. Over the course of the implementation, we will gather key metrics to monitor implementation progress against the approved schedule and identify issues and risks. We will monitor changes to project scope, schedules, staffing, and resource utilization. We will provide assessments to evaluate the quality of project deliverables with respect to plans and contract. Finally, we will provide status information and recommendations each month in a quality assurance report.

Project Team

The NCSC has assembled a team that consists of highly experienced and knowledgeable staff members who have successfully performed similar projects and work well together. These team members and their project roles are:

- Paul Zeigler – Project Director and Business Analyst
- Jim Harris – Technology Analyst

Descriptions of the qualifications of these individuals are provided below. Full resumes are attached to this letter.

Paul S. Zeigler, PMP

Mr. Zeigler is a Principal Court Management Consultant for the National Center for State Courts. He has an established track record of leading and delivering outstanding technology and business solutions on challenging and competitive projects to a broad range of public sector organizations. Mr. Zeigler has extensive experience providing cost-effective services including: strategic planning, implementation project management, business process redesign, needs assessment, requirements definition, cost/benefit analysis, purchasing/procurement, performance measurement, and quality assurance.

James M. Harris

Mr. Harris is a Senior Court Technology Associate for the National Center for State Courts, and provides expertise for national scope court technology standards, research, and consulting assistance. He has worked in court technology related roles since 1980. He co-founded and was Chief Architect for Vanguard Management & Information Systems, Director of Development for HTE-Vanguard Systems, and Vice President and Chief Technology Officer for Court Specialists, Inc. During this period he was responsible for establishing product strategy, technical architecture and development methodologies based on industry standards, industry trends and emerging technologies. He has been active in industry organizations and initiatives to establish standards, including Forum on the Advancement of Court Technology (FACT Steering Committee), National Center for State Courts Case Management Functional Standards, and OASIS LegalXML integrated justice and electronic court filing technical committees.

Project Schedule

Our proposed project schedule is shown below. As shown, we propose to begin the project on August 6, 2012 and complete the project by January 31, 2014.

Activities	Date(s)
Phase 1 – Requirements Definition	August 6 – October 26, 2012
Phase 2 – Vendor Selection Assistance	November 5, 2012 – February 1, 2013
Phase 3 – Implementation Oversight	February 4 – January 31, 2014

Project Cost

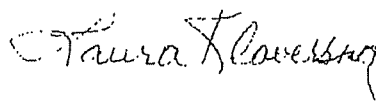
We propose to provide the services described above for a fixed price of \$89,918. This is based on the following assumptions:

Phases	Total Consulting Estimated hours Per Task	Total Cost per Task	Total Trips*
Phase 1 – Requirements Definition	159	\$29,323	4 days/3 nights
Phase 2 – Vendor Selection Assistance	106	\$20,945	7 days/6 nights
Phase 3 – Implementation Oversight	200	\$39,650	18 days/12 nights
Total Estimated Consulting Hours	465		
FIXED PRICE FOR PROJECT		\$89,918	

*Travel time includes time on site as well as travel time.

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.

Sincerely,



Laura Klaversma
Court Operations Director

NATIONAL CENTER FOR STATE COURTS
PAUL S. ZEIGLER, PMP
Principal Court Management Consultant

EXECUTIVE SUMMARY:

Management Consultant with an established track record of leading and delivering outstanding technology and business solutions on challenging and competitive projects to a broad range of public sector organizations. Extensive experience providing cost-effective services, including: strategic planning, implementation project management, business process redesign, needs assessment, requirements definition, cost/benefit analysis, purchasing/procurement, performance measurement, and quality assurance.

CAREER ACHIEVEMENTS:

- Defined system requirements, facilitated procurement, and managed the implementation of numerous criminal justice applications.
- Identified process improvements and automated solutions that saved millions of dollars and increased public and officer safety.
- Developed strategic plans that provided a clear path for justice organizations to meet goals and objectives.
- Helped justify and obtain funding for systems implementation projects critical to organizations' missions.
- Provided consulting assistance to 2 Department of Defense agencies, 13 state-level agencies, 15 counties, and 2 municipalities.
- Planned, designed, developed, tested, and installed several software applications supporting Air Force Space Command's space surveillance mission.
- Helped establish and operate a program management office for a \$1 Billion software development effort for the Army National Guard.

PROFESSIONAL HISTORY:

National Center for State Courts (September 2009 – Present)

Non-profit agency dedicated to improving the administration of justice through leadership and service to state courts and to courts around the world.

Principal Court Management Consultant – Leads and performs information technology and business planning projects for courts and other justice-related agencies.

Independent Management Consultant (December 2008 – September 2009)

Provided strategic planning, business process improvement, procurement assistance, and project management services to public and private sector clients.

MTG Management Consultants, L.L.C. (August 2001 – December 2008)

Management consulting firm focused on meeting needs of state and local public sector agencies

Senior Manager - Led the firm's integrated justice practice, developing business, managing projects, and delivering consulting services. Managed a team of 3 consultants while reporting to the Chief Executive

Officer. Also responsible for business planning, internal staff training, and development of client deliverables.

Incrementum Investment Management (September 1999 – August 2001)

Investment management firm set up to establish a hedge fund whose purpose was to pursue an investment strategy that was based on extensive technical analysis

Chief Operating Office and Investment Manager – Was recruited by the President to oversee the start up operations and systems which enabled the company to refine and execute its investment strategy. Maintained all transaction records and performed all financial and accounting functions. Major accomplishments included:

- Established and managed a hedge fund.
- Passed Series 65, Uniform Investment Adviser Law Examination.

MTG Management Consultants, L.L.C. (October 1995 – August 1999)

management consulting firm focused on meeting needs of state and local public sector agencies

Manager – Responsible for performing and managing multiple projects.

KPMG Peat Marwick (May 1991 – August 1995)

A leading global provider of accounting and advisory services

Senior Consultant - Provided system planning, program management, and quality assurance services for Department of Defense agencies.

United States Air Force (May 1986 - April 1991)

Captain

- Programmed database applications for space surveillance center systems in the Cheyenne Mountain Complex.
- Led system replacement projects for the Space Surveillance Center.

EDUCATION:

M.B.A., Chapman University, Orange, CA

M.S., Systems Management, University of Southern California, Los Angeles, CA

B.S., Computer Science, Washington University, St. Louis, MO

CERTIFICATIONS:

Project Management Professional (PMP) – Project Management Institute
Justice Information Exchange Model (JIEM) - SEARCH

Recent project experience includes:

- Business Analysis

- Documented system functional and technical requirements for agency information systems supporting:
 - Public employee retirement
 - Jail management
 - Court case management
 - Police records management
 - Computer-aided dispatch
- Determined gaps between agency needs and current system capabilities and developed plans for addressing the gaps.
- Performed justice information exchange modeling and developed information exchange package documentation.
- Clients include the Vermont Department of Public Safety, Salt Lake County (UT), DeKalb County (GA), Kansas Bureau of Investigation, the Maryland State Forensics Lab, and the District of Columbia Retirement Board.
- Strategic Planning
 - Identified strategic issues, developed and evaluated alternative solutions, facilitated decision-making, and developed strategic plans to implement and support integrated justice information systems.
 - Clients include Troup County (GA), Dougherty County (GA), El Paso County (CO), Monterey County (CA), Salt Lake County (UT), and Winnebago County (IL).
- Software Quality Assurance
 - Defined system requirements and traced them through system delivery.
 - Participated in design reviews.
 - Established and managed change processes.
 - Developed and executed test plans and documented results.
 - Reviewed and revised system documentation.
- Project Management
 - Helped establish and operate a program management office for a \$1 Billion system development and deployment for the Army National Guard.
 - Led numerous consulting engagements ranging from 2 months to 2 years in duration, \$25K - \$500K in budget, and up to 10 consultants.
 - Typically managed 2-4 projects simultaneously.
 - Followed principles from the Project Management Book of Knowledge.
- Business Process Reengineering
 - Mapped current business processes, identified issues and potential improvements, and drafted and vetted future business processes.
 - Evaluated and recommended changes to business procedures, staffing, procedures, training, systems, and governance.
 - Recent clients include the Dane County (WI) 9-1-1 Emergency Communications Center, Monterey County (CA), and Winnebago County (IL).
- Business Case Development
 - Developed and presented business cases that identified objectives, needs, costs, benefits, and risks to justify multi-million dollar system development projects.
 - Recent clients include the Salt Lake County (UT) Sheriff's Office and justice community.
- System Procurement
 - Developed requests for proposals and evaluation materials, facilitated information system selection, and assisted in contract negotiations.

- Systems include jail management, prison offender management, law enforcement records management, computer-aided dispatch, court case management, and justice integration.
 - Clients include the Missouri State Highway Patrol, Cleveland (OH) Department of Public Safety, Salt Lake County (UT) Sheriff's Office, the Wisconsin Department of Corrections, El Paso County (CO), and Dougherty County (GA).
- Quality Assurance
 - Oversaw system development efforts, tracked risks and issues, and reviewed system designs, test plans, training plans, and other system documentation.
 - Developed a metrics program that measured numerous aspects of system development efforts.
 - Defined performance measures and dashboard indicators for a multi-agency justice consortium.
 - Recent clients include Salt Lake County (UT) and the Kansas Public Employees Retirement System.
- Business Development
 - Identified business opportunities, developed proposals, closed projects, and negotiated contracts.

Recent clients include:

- Georgia Administrative Office of the Courts
- Troup County, GA
- DeKalb County, GA
- Judiciary of Guam
- Shelby County, TN
- Pinellas County FL Superior Court
- El Paso County, CO
- Monterey County, CA
- Salt Lake County, UT Sheriff's Office and justice community
- Winnebago County, IL
- Dane County, WI 9-1-1 Emergency Communications Center
- Vermont Department of Public Safety
- Kansas Bureau of Investigation
- Maryland State Police, Forensics Science Division
- Missouri State Highway Patrol
- Cleveland Department of Public Safety
- Wisconsin Department of Corrections
- Dougherty County, GA

NATIONAL CENTER FOR STATE COURTS

JAMES M. HARRIS

Senior Court Technology Associate

KEY QUALIFICATIONS

Mr. Harris is a court information technology expert with more than 25 years of experience in software development and IT operations for state courts. He is currently a Senior Court Technology Associate at the National Center for State Courts. In addition to his consulting work with state courts across the U.S., he has extensive experience in software development for court case management systems, particularly in areas of technical architecture, infrastructure planning, functional design, and database design. Mr. Harris is also heavily engaged in development of technology standards and information sharing initiatives for the justice community, while also serving in consulting and advisory roles on implementation projects for case management, e-filing, information sharing, and numerous other court technology applications.

PROFESSIONAL EXPERIENCE

Senior Court Technology Associate
National Center for State Courts

2006 - Present

- Provides expertise for national scope court technology standards, research, technology assistance and consulting projects.
- Participates in industry organizations and initiatives to establish functional and information sharing standards.
- Project Manager on numerous grant funded projects for IEPD development and other activities relating to GJXDM and NIEM.

Technology Consultant
Clerk of Courts, Orange County, Florida

2005

- Advisory role on issues, upgrades and enhancements to case management system.
- Oversight of E-filing implementation, including coordination with vendor, integration with case management system, and integration with document management system.
- Technical consulting supporting implementation of judicial dashboard application.
- Project management and design work on integration with county ICJIS hub, including GJXDM compliant schema design and data mapping.

Vice President and Chief Technology Officer
Court Specialists, Inc.

2001 - 2005

- Transitioned to CSI with their acquisition of HTE-Vanguard's court applications.
- Responsible for product strategy, technical architecture, development methodologies, industry trends, and emerging technologies.

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- Participation in industry organizations and initiatives to establish standards, including Forum on the Advancement of Court Technology (FACT Steering Committee), National Center for State Courts Joint Standards Development Teams (JSD's), and OASIS LegalXML integrated justice and electronic court filing technical committees.
 - Provide expertise and consultation to product development team, particularly in technical architecture, analysis and design activities.
 - Provide consulting, technical assistance and functional knowledge on implementation projects to enhance client relationships and customer satisfaction.
 - Provide industry knowledge and technical support to sales and marketing team.
 - Oversight of electronic court filing initiatives, including establishing third party relationships and management of e-filing pilot project in Orange County, Florida.
 - Oversight of business intelligence initiatives, including initial development of judicial dashboard application for the Ninth Judicial Circuit of Florida.

Director of Development 1998 - 2001
HTE-Vanguard Systems, Inc.

- Moved to HTE-Vanguard as part of HTE's acquisition of Vanguard's court software applications.
- Oversight of all product development projects as well as implementation and support activities for HTE-Vanguard customers.
- Responsible for product strategy.
- Supervised development team in the production of a web based interface to HTE-Vanguard court software.
- Established development methodologies as well as guidelines and architecture for product development.

Co-Founder and Chief Architect 1985 - 1998
Vanguard Management & Information Systems, Inc.

- Entrepreneurial endeavor to provide software solutions to limited and general jurisdiction courts throughout the United States.
- As chief architect, designed and architected court technology solutions for several application areas.
- Managed development and implementation projects for case management and jury management systems in numerous courts across the US, including multiple jurisdictions in Indiana, Florida, Illinois, California, Virginia, and Michigan.
- Coordinated all software development and support activities, including new product development, project management, and customer support services.
- Guided development of software applications for case management and jury management as well as integration with third party systems for imaging, case file tracking, process tracking, recording, financial/general ledger, and public access.

Systems Engineer 1985

Electronic Data Systems Corporation

- Directed design and development of data security systems and procedures for a network comprised of Information Processing Centers (IPC's) throughout the United States and Europe.
- Responsibilities included installation, conversion, and administration of a new security system to incorporate General Motors facilities into the EDS network.
- Managed security team development staff from corporate offices in Dallas.

Director of Development

1982 - 1985

BR Software, Inc. – Longwood, FL

- Participated in all facets of the development of court software systems.
- Responsible for analysis, design, specifications, and management of the development of BR's software products for IBM mainframe systems, including applications for Civil and Criminal Case Flow Management.
- Coordinated all implementations of the software products, including hardware evaluation, installation services, and conversions.
- Managed development teams, including oversight of development staff and contract employees.

Systems Analyst

1980 - 1982

Clerk of Courts, Orange County, Florida – Orlando, FL

- Responsible for development and maintenance of software systems utilized by the all divisions of the clerk's office.
- Managed design and implementation of several applications, including Criminal and Juvenile case flow management, Subpoena Issuance/Witness Payroll, and state reporting functions.

EDUCATION

- Master of Science in Management Information Systems, University of Central Florida, 2008.
- Bachelor of Science in Computer Science, University of Central Florida, 1984.

ORGANIZATIONAL MEMBERSHIPS

- Integrated Justice Information Systems Institute (IJIS)
 - IJIS Security & Privacy Committee (NCSC Liaison)
- Organization for the Advancement of Structured Information Standards (OASIS)
 - OASIS LegalXML Member Section Steering Committee
 - OASIS Electronic Court Filing Technical Committee
 - OASIS Code List Representation Technical Committee

TECHNICAL EXPERIENCE

Extensive experience in software planning and design activities (including architecture, infrastructure planning, functional design, and database design) in support of court case management systems, electronic court filing, business intelligence and dashboard applications.

Broad expertise in a multitude of technologies, computing platforms, development environments, programming languages, databases, design tools and office applications.