AGREEMENT #13076 FOR CONSULTING SERVICES FOR E-FILING IMPLEMENTATION AND PUBLIC ACCESS DEPLOYMENT

This Agreement is entered into by and between Lake County (hereinafter the "County") and URL Integration, Inc., 1160 Lake Plaza Drive, Suite 217, Colorado Springs, CO 80906 (hereinafter "Contractor").

RECITALS

WHEREAS, the County is seeking a Contractor to design and consult the electronic filing (e-filing) implementation and public access deployment; and

WHEREAS, the Contractor is a professional provider of Consulting Services and Lake County has a longstanding relationship with the Contractor; and

NOW THEREFORE, the County and the CONTRACTOR agree as follows:

SECTION 1. AGREEMENT DOCUMENTS
The Agreement Documents that constitute the entire AGREEMENT between the County and the Contractor are:
    A. This Agreement
    B. The Contractor's proposal dated February 19, 2013

In the event of conflict among the above documents the documents are listed in the order of precedence.

SECTION 2. SCOPE OF WORK
As identified within the Consultants proposal Exhibit A dated February 19, 2013.

SECTION 3. DURATION
This Agreement will commence upon execution of this Contract and be in effect for 14 months with a scheduled completion date of May 31, 2014

SECTION 4. INDEMNIFICATION
The Contractor agrees to indemnify, save harmless and defend the County, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise directly out of Contractor's negligent acts or omissions or willful misconduct in the course of performing services covered by this Agreement. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the negligent acts or omissions or willful misconduct of the County, its agents, servants, or employees or any other person indemnified hereunder.

SECTION 5. AGREEMENT PRICE

Deliverable	Amount	Invoice Date
Public Access Deployment	$50,000.00	30-Apr-13

Case Type #1 – Requirements, Screen Development, and Internal Screen Testing	$66,066.66	30-Apr-13
Case Type #1 – Web Services Development, OSB Integration, ProSe Modifications	$66,066.66	31-May-13
Case Type #1 – User/Beta Testing, Sign Off	$33,033.34	30-Jun-31
Case Type #2 – Requirements, Screen Development, and Internal Screen Testing	$66,066.66	31-May-13
Case Type #2 – Web Services Development, OSB Integration, ProSe Modifications	$66,066.66	30-Jun-31
Case Type #2 – User/Beta Testing, Sign Off	$33,033.34	31-Jul-13
Case Type #3 – Requirements, Screen Development, and Internal Screen Testing	$66,066.66	31-Jul-13
Case Type #3 – Web Services Development, OSB Integration, ProSe Modifications	$66,066.67	30-Aug-13
Case Type #3 – User/Beta Testing, Sign Off	$33,033.34	30-Sep-13
Case Type #4 – Requirements, Screen Development, and Internal Screen Testing	$66,066.66	31-Oct-13
Case Type #4 – Web Services Development, OSB Integration, ProSe Modifications	$66,066.67	30-Nov-13
Case Type #4– User/Beta Testing, Sign Off	$33,033.34	31-Dec-13
Case Type #5 – Requirements, Screen Development, and Internal Screen Testing	$66,066.66	31-Jan-14
Case Type #5 – Web Services Development, OSB Integration, ProSe Modifications	$66,066.67	28-Feb-14
Case Type #5 – User/Beta Testing, Sign Off	$33,033.34	31-March-14
Case Type #6 – Requirements, Screen Development, and Internal Screen Testing	$66,066.66	28-March-14
Case Type #6 – Web Services Development, OSB Integration, ProSe Modifications	$66,066.67	30-April-14
Case Type #6 – User/Beta Testing, Sign Off	$33,033.34	31-May-14
	$1,041,200.00	

The work described above will be procured for price <u>not to exceed</u> $1,041,200.00. All invoices will be submitted for services rendered, and correspondence should be prepared and forwarded to Lake County as follows:

Joe Regis
Information Technology Director
Lake County Circuit Clerk's Office
18 N. County Street
Waukegan, IL 60085

SECTION 6. INVOICES & PAYMENT
All Payments shall be made in accordance with the Local Government Prompt Payment Act.

SECTION 7. INSURANCE
The Contractor must obtain, for the term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois and provide the County with evidence of insurance. Insurance in the following types and amounts is necessary:

- **Worker's Compensation Insurance** covering all liability of the Contractor arising under the Worker's Compensation Act and Worker's Occupational Disease Act at statutory limits.

- **Comprehensive General Liability** in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use therefrom.

General Aggregate Limit	**$ 2,000,000**
Each Occurrence Limit	**$ 1,000,000**

- **Professional Liability** to include, but not be limited to, coverage for Errors and Omissions to respond to claims for loss therefrom.

General Aggregate Limit	**$ 2,000,000.00**
Each Occurrence Limit	**$ 1,000,000.00**

The Contractor agrees that with respect to the above required insurance, the County shall be:
- named as additional insured **by endorsement** as their interest may appear or the Contractor shall maintain insurance throughout the contract period whose terms and conditions otherwise provide additional insured status to the County;
- provided with thirty (30) days notice, in writing, of cancellation or material change;
- provided with Certificates of Insurance evidencing the above-required insurance, prior to commencement of this Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration of cancellation of any such policies. Forward Notices and Certificates of Insurance to: Lake County Purchasing Division, 18 N. County St, Waukegan, IL 60085-4350.

SECTION 8. TERMINATION
The County reserves the right to terminate this Agreement, or any part of this Agreement, upon thirty- (30) days written notice. In case of such termination, the Contractor shall be entitled to receive payment from the County for work completed to date in accordance with terms and conditions of this Agreement. In the

event that this Agreement is terminated due to Contractor's default, the County shall be entitled to contract for consulting services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

SECTION 9. INDEPENDENT CONTRACTOR
The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the County.

SECTION 10. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS
Except as otherwise provided herein, this Agreement shall not be assigned or altered without the express written consent of both parties. This Agreement supersedes any and all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

SECTION 11. DISPUTE RESOLUTION
All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the Lake County Purchasing Ordinance.

SECTION 12. NO IMPLIED WAIVERS
The failure of either party at any time to require performance by the other party of any provision of this Agreement shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by either party of a breach of any provision of this Agreement be taken or held to be a waiver of the provision itself.

SECTION 13. SEVERABILITY
If any part of this Agreement shall be held to be invalid for any reason, the remainder of this Agreement shall be valid to the fullest extent permitted by law.

SECTION 14. JURISDICTION, VENUE, CHOICE OF LAW
This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois.

SECTION 15. OWNER'S REPRESENTATIVE
The County shall designate a representative authorized to act on the County's behalf with respect to the Project. The County or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Contractor in order to avoid unreasonable delay in the orderly and sequential progress of the Contractor's services.
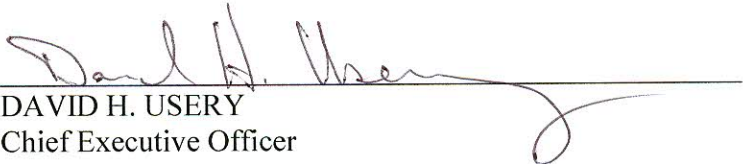
SECTION 16. CHANGE IN STATUS
The Contractor shall notify the County promptly of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The County shall have the option to terminate this Agreement with the Contractor immediately on written notice based on any such change in status.

IN WITNESS HEREOF, the undersigned have caused this AGREEMENT to be executed in their respective names on the dates hereinafter enumerated.

LAKE COUNTY: URL INTEGRATION INC:

_____   _____
RUTHANNE HALL   DAVID H. USERY
Purchasing Agent   Chief Executive Officer

Date _____   Date _2/27/2013_____

LAKE COUNTY, ILLINOIS

DATA-DRIVEN CIVIL E-FILING IMPLEMENTATION & PUBLIC ACCESS DEPLOYMENT

February 19, 2013

Submitted by:

urlIntegration

INTRODUCTION AND BACKGROUND

Lake County, Illinois and URL Integration have worked together closely over the past several years to plan for and implement the County's vision for justice integration. We began working together in 2002 and conducted an analysis of justice exchanges for the adult criminal justice system, the juvenile justice system, and the civil justice system. URL is currently acting as the County's system integrator for its integrated justice project, providing business analysis, project management, development and technical support to the cross-agency sharing of information among County criminal justice agencies.

Over the course of the past year, the Lake County Circuit Clerk's Office, in partnership with URL Integration, has parlayed this integration success to a data-driven approach to electronic filing in civil court. The application that Lake County has developed is scheduled to be beta tested with local attorneys for the Small Claims (SC) case type, on January 1, 2013.

With this proposal, URL Integration proposes to implement an additional six (6) case types for the civil eFiling application, which Lake County will choose. The core functionality developed with the SC case type will be leveraged and used for the additional six case types, including the same user interface (UI), the ability to file cases which includes the immediate scheduling interface with CRIMS.

In addition, the County has recently begun the process of documenting requirements for public access to case information. The County anticipates rolling out Public Access to court case information as a component of this project.

TASKS ASSOCIATED WITH COMPLETING THE PUBLIC ACCESS INTERFACE

As noted above, URL has begun the Public Access work, having defined requirements and developed screens for the application. The work necessary to complete and deploy the Public Access Interface is as follows:

Interface. URL will also develop the business rules and interface with CRIMCOPY to retrieve the information about the case based on the user request, and display only the agreed upon information about the case to the user, per the Lake County Circuit Clerk. Specific deliverables will include:

Interaction sequence diagrams
Use of standards to interface with CMS database copy to keep systems loosely coupled
Demonstrable interaction between the public access application and CRIMCOPY
Access to documents in the DMS or (copy of) when available

Test & Deploy Public Access. Once the screens are developed and programmed, URL will test the overall public access application on a test website, with Lake County Circuit Clerk staff, and then with a larger group of beta testers. Specific deliverables will include:

Demonstrable public access deployment on test website
Demonstrable public access testing with Lake County Circuit Clerk staff
Beta testing with users

User Acceptance. Once all of the testing is completed and bugs resolved, URL will elicit signoff from the Lake County Circuit Clerk's office. Specific deliverables will include:

Signed user acceptance documentation

We anticipate completing the Public Access work to take approximately one month.

TASKS ASSOCIATED WITH DEVELOPING ADDITIONAL CASE TYPES

As noted above, URL Integration has delivered a product to Lake County that provides the full functionality of a civil case filing and counter-claim processes as defined by the Lake County Circuit Clerk, with input from attorneys and firms that file cases with the Court. URL is currently developing for post-judgment functionality for the application, which will also be leveraged for the additional case types developed as a part of this proposal. The following section highlights the tasks that URL plans to undertake to develop this functionality, based on direction and feedback from Lake County users and project stakeholders.

Each of the six case types will require that URL Integration and County project participants undertake the following tasks/activities. URL will develop each of these functions consecutively:

Business Analysis/Requirements Gathering. This phase of the work will create functionality for the new case type, building off of previously completed functionality within the e-filing application, such as registration, filing a new case, and motion, order, general paper filing, counterclaim/response, among others. URL will convene a group of users to discuss at a detailed level the functionality and features that are expected for each of the six (6) case types. URL Business Analysts will document these requirements and present them back to the group for review.

E-Filing Application Enhancement. Once the business and architecture requirements are agreed upon, URL Business Analysis and Developers will begin the process of developing the user interface and web application for the application screens specific to the case type. Tasks include developing mockup screens and iterating with Lake County to ensure they meet the Court's business needs.

Business Logic Development. Once the screen designs are signed off on, URL will hand them off to our Development Team, who will begin the process of developing the XML tables for web-page specific information, developing procedures, and triggers, and other business rules. This step will ensure data validation upon data entry, as well as error handling, logging and compliance with user authorization/roles and other security provisions.

Internal Application Testing. URL will conduct internal testing to ensure that the screens and business logic work together as anticipated.

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Schema, Stylesheet & Web Services Modifications. URL will update existing schema, stylesheets, and web services for the SC case type (as necessary)to work with and for the additional case types, including but not limited to filing, scheduling, and payment interfaces. We anticipate these modifications to be minor.

OSB Integration. URL will ensure that the web services are deployed to the OSB and that the exchanges work properly with their respective endpoints, including ensuring that WS security and error handling are developed and tested.

Modify for Pro Se Filers. URL will make any modifications for pro se filers that are necessary, and the accompanying changes to the application workflow to accommodate pro se filers.

Beta Testing, User Acceptance & Rollout. We plan to engage a small group of these stakeholders for beta testing and acceptance for each of the functions before finalizing them and rolling them out more broadly to the legal community in Lake County. Once these users sign off on the design and functionality of the functions, URL will engage in traditional testing and user acceptance procedures, as it has with the integrated justice project. Specifically, it will conduct testing on the functionality of the eFiling application, and full integration testing for any information exchange that involves sending information to or receiving information from CRIMS via the eFiling application.

User acceptance testing will come after the applications are functional, to ensure that client and user expectations of the system are met. In the User Acceptance testing phase, URL will provide Lake County with all software, documentation, and other relevant materials. Lake County will have 30 days to sign off on the software, acknowledging that it meets the agreed upon requirements.

We anticipate completing this work in approximately 13 months.

PROJECT PLAN

We have included a high-level project plan for the 14-month duration of the project as an Appendix to this document.

COST AND PAYMENT TERMS

Once a contract is executed between URL Integration and Lake County, URL Integration will develop a detailed statement of work and finalize the project plan with Lake County staff.

URL Integration proposes the following deliverables and payment milestones, assuming a project start date of February 1. We look forward to refining the following deliverables and payment milestones with Lake County:

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Joe Regis
Information Technology Director
Lake County Circuit Clerk's Office
18 N. County Street
Waukegan, IL 60085

The offer set forth in this SOW is valid only through March 31, 2013 and in the event this SOW is not executed by such date, the offer is rescinded, and all terms are null and void.