

OPERATIONS & ADMINISTRATIVE COMMITTEE AGENDA

Called by: Keith McDonald, Chairman
Members: John Butitta, Paul Arena,
Joe Hoffman, Jaime Salgado, Valerie
Hanserd, Michael Thompson

DATE: THURSDAY, APRIL 6, 2023
TIME: 5:30 PM
LOCATION: ROOM 303
COUNTY ADMINISTRATION BLDG
404 ELM STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of February 2, 2023 and March 2, 2023 Minutes
- D. Public Comment – This is the time we invite the public to address the Operations and Administrative Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution to Approve the Execution of a Renewal Agreement with Vision Service Plan (VSP) for Voluntary Vision Insurance
- F. Resolution for Replacement of State's Attorney and Public Defender Case Management System
- G. Resolution Amending the Organizational Structure of the River Bluff Nursing Home Board of Directors
- H. Discuss Additional Position in Purchasing Office
- I. An Ordinance Amending "Ordinance 2018 CO 092", Prohibiting The Use Of Ground Water As A Potable Water Supply By The Installation Or Use Of Potable Water Supply Wells Or By Any Other Method – Discussion Only
- J. Future Agenda Items
- K. Adjournment

Winnebago County Board
Operations and Administrative Committee Meeting
County Administration Building
404 Elm Street, Room 303
Rockford, IL 61101

Thursday, February 2, 2023
5:30 PM

Present:

Keith McDonald, **Chairperson**
Valerie Hanserd, **Vice Chairperson**
Paul Arena
John Butitta
Joe Hoffman
Jaime Salgado
Michael Thompson

Others Present:

Joseph Chiarelli, County Board Chairman
Patrick Thompson, County Administrator
Dave Rickert, Chief Financial Officer
Ann Johns, Purchasing Director
Lafakeria Vaughn, State's Attorney's Office
Rick Ciganek, Sheriff's Office
Jean Crosby, County Board Member
Debbie Crozier, Human Resources
Chris Dornbush, Director of Development Services
Shawn Franks, Facilities
Brett Frazier, Animal Services
Tom Lawson, Chief Deputy Circuit Clerk
Dr. Sandra Martell, Health Department
Chris Petrus, IT Department
John Sweeney, County Board Member

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of October 20, November 3 and 17, 2022 Minutes
- D. Public Comment – This is the time we invite the public to address the Operations and Administrative Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Review/Approve Additional Design of HVAC Exhaust in Animal Services Building Project for Cat/Dog Wards
- F. Review/Approve Contingency Fund for Animal Services Building Addition/Renovations Project
- G. Resolution Authorizing Use of Winnebago County Health Department Surplus Funds to Pay Off the Bond on 555 N. Court Street
- H. Discussion regarding the 2023 Capital Budget Requests

- I. Discussion regarding the County's 457(b) Employee Deferred Compensation Retirement Plan
- J. Discussion regarding the IMRF Plan
- K. Closed Session Pursuant to OMA, 5 ILCS 120/2(c)(6)
- L. Future Agenda Items
- M. Adjournment

Chairperson McDonald called the meeting to order at 5:32 PM.

Roll Call

Chairperson McDonald yes, John Butitta yes, Paul Arena yes, Joe Hoffman yes, Jaime Salgado yes, Valerie Hanserd yes, Michael Thompson yes.

Approval of October 20, November 3 and 17, 2022 Minutes

Chairperson McDonald called for a request to approve the October 20, November 3 and November 17, 2022 minutes.

Motion: Mr. Butitta. Second: Ms. Hanserd.

Motion passed by unanimous voice vote.

Public Comment

Chairperson McDonald omitted reading the Public Comment Section of the Agenda due to no one present to speak.

Review/Approve Additional Design of HVAC Exhaust in Animal Services Building Project for Cat/Dog Wards

Mr. Thompson discussed a review of the additional design of the HVAC Exhaust in the Animal Services project for the cat and dog wards. Mr. Thompson gave some background on the award of the contract to Scandroli Construction, Architect, Richard L. Johnson and Construction Consultant, Huffman Consulting for the Animal Services building project. The two items to focus on are Line 250, the added HVAC exhaust in the existing cat/dog wards for the design and Line 549, the added HVAC exhaust in the existing cat/dog wards construction.

- Discussion followed on the additional HVAC costs to the Animal Services project. The committee discussed Scandroli obtaining additional bids. The next step is to contact Ms. Johns with others in the building trades and industry to inspect and provide estimates.

Review/Approve Contingency Fund for Animal Services Building Addition/Renovations Project

Mr. Thompson reported the budget approved by the Board did not include a Contingency Fund for the project. It is up to the committee to suggest a Contingency Fund for the project.

- Discussion followed on the Contingency Fund and the items not approved for the project and in managing the project costs. The Scandroli contract, the Richard L. Johnson additional design work and Huffman Consulting do not include the Contingency Fund. There are usually additional expenses that are incurred that the Contingency Fund would cover. The committee reviewed some of the anticipated costs. The suggestion was made to approve the owner design/construction Contingency Plan/Fund for \$133,271. A formal resolution will be submitted for approval.

Resolution Authorizing Use of Winnebago County Health Department Surplus Funds to Pay Off the Bond on 555 N. Court Street

Motion: Chairperson McDonald. Second: Mr. Salgado.

Mr. Thompson discussed utilizing the fund balance from the Winnebago County Health Department to pay off the existing debt and an MOU to enter into an agreement with the Health Department to occupy the building on North Court Street, Rockford, Illinois. Mr. Rickert advised the Health Department has funds available to pay off the 2020B bonds on North Court Street and an opportunity to pay off the 2016A and D bonds. The Health Department is paying off the bond; they want assurance the building will not be sold.

- Discussion followed on the agreement. A suggestion was made to deed the property to the Health Department with discussion on capital improvements and maintenance of the building. The committee reached agreement to move forward with the Bond sale and modify the MOU.

Motion passed by unanimous voice vote.

Discussion regarding the 2023 Capital Budget Requests

Mr. Rickert reported prioritizing the 2023 Capital Projects for the latter part of 2022, presenting to the outgoing Finance Committee in December 2022 with a tentative Capital Project Plan for the General Fund and Public Safety Sales Tax. Mr. Rickert reviewed the 2023 Capital Budget requests with committee members and referred to handouts, Agenda Items H1 and H2. The list has been narrowed down over the course of several months. Mr. Rickert highlighted items that may be items the committee would want to review for funding. Mr. Rickert received a list of Juvenile Detention requests that were not reviewed or approved by the Finance Committee.

- Discussion followed on specific Capital Budget requests.
- Discussion took place on budget requests for the Juvenile Detention Center previously not included. Mr. Rickert explained the process for approvals for all the Capital Budget Project requests. Chairperson McDonald asked the committee if there was any opposition to the budget requests for the Juvenile Detention Center. Mr. Thompson advised all the projects will be bid out and returned to the Operations and Administrative and Finance Committees for final decisions and on to the County Board for final approvals.
- Mr. Rickert suggested bids be obtained by each respective department and returned to the Operations and Administrative Committee for review prior to forwarding to Finance Committee for approvals.

Discussion regarding the County's 457(b) Employee Deferred Compensation Retirement Plan

Mr. Thompson reported the County has had the same provider for an Employee Deferred Compensation Retirement Plan since 1980. The County does not contribute to the 457(b) plan. An internal working committee has reviewed other plan providers. Much research has gone into selecting a new provider offering a better plan to employees. Mr. Rickert requested a member of the Operations and Administrative Committee agree to review the plans before a final selection is made. Ms. Hanserd elected to review the plan providers before final approval of a plan.

Discussion regarding the IMRF Plan

Mr. Rickert advised the IMRF offers an opportunity to allow employees to receive credit for their compensation paid under Internal Revenue Code Section 125 Plan, compensation directed to a premium conversion plan or flexible spending account. Mr. Rickert directed the committee to Attachment J, IMRF Form 6.72 with examples and made the recommendation for the committee to approve the proposal as a benefit to County employees enrolled in the IMRF.

Closed Session Pursuant to OMA, 5 ILCS 120/2(c)(6)

Chairperson McDonald called for a motion to enter Closed Session.

Motion: Mr. Hoffman. Second: Mr. Salgado.

Roll Call: Mr. Butitta yes, Mr. Arena yes, Mr. Hoffman yes, Mr. Salgado yes, Ms. Hanserd yes, Mr. Thompson yes, Chair McDonald yes.

Chairperson McDonald - No action taken in Closed Session.

Future Agenda Items

Discussion for Security in the Administration Building.

Motion to Adjourn.

Chairperson McDonald called for a motion to adjourn the meeting.

Motion: Ms. Hanserd. Second: Mr. Hoffman.

Motion passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile
Administrative Assistant

Winnebago County Board
Operations and Administrative Committee Meeting
County Administration Building
404 Elm Street, Room 303
Rockford, IL 61101

Thursday, March 2, 2023
5:30 PM

Present:

Keith McDonald, **Chairperson**
Valerie Hanserd, **Vice Chairperson**
Paul Arena
John Butitta
Joe Hoffman
Jaime Salgado
Michael Thompson

Others Present:

Joseph Chiarelli, County Board Chairman
Patrick Thompson, County Administrator
Dave Rickert, Chief Financial Officer
Ann Johns, Purchasing Director
Dan Magers, IT Department
Lafakeria Vaughn, State's Attorney's Office
Rick Ciganek, Sheriff's Office
Chris Scrol, County Board Member
Tim Nabors, County Board Member
John Sweeney, County Board Member

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of December 15, 2022 Minutes
- D. Public Comment – This is the time we invite the public to address the Operations and Administrative Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name. Thank you.
- E. Resolution Approving Budget Amendment with Terracon
- F. Resolution Approving the Purchase of Desktop Scanners for the Circuit Clerk's Office
- G. Resolution to Approve the Purchase of a Truck for Facilities with Capital Improvement Plan Funds
- H. Resolution Approving and Authorizing the Execution of a Contract for Purchase and Sale/Addendum of Properties Located in Rockford, IL: 720 Chestnut St., 705 Green St., and Parking Lots (318 S. Rockton Ave., 314 S. Rockton Ave., and 308 S. Rockton Ave.)
- I. Future Agenda Items
- J. Adjournment

Chairperson McDonald called the meeting to order at 5:37 PM.

Roll Call

Chairperson Keith McDonald yes, John Butitta yes, Paul Arena yes, Joe Hoffman yes, Jaime Salgado yes, Valerie Hanserd yes, Michael Thompson yes.

Approval of December 15, 2022 Minutes

Chairperson McDonald called for a motion to approve the December 15, 2022 minutes.

Motion: Mr. Hoffman. Second: Mr. Butitta.

Mr. Butitta stated he was notified by Mr. Chris Scrol that he was present at the December 15, 2022 meeting. Mr. Butitta asked that his name be added for the record.

Motion passed by unanimous voice vote.

Public Comment

Chairperson McDonald omitted reading the Public Comment Section of the Agenda due to no one present to speak.

Resolution Approving Budget Amendment with Terracon

Motion: Chairperson McDonald. Second: Mr. Butitta.

Mr. Thompson advised the Resolution is a contract amendment to the original contract the County Board approved for Terracon Consultants, Inc. on December 22, 2022. The Amendment is a change to the contract to allow for an additional \$22,000 as a supplement to the agreement for services to the original agreement.

- Discussion followed.

Motion passed by unanimous voice vote.

Resolution Approving the Purchase of Desktop Scanners for the Circuit Clerk's Office

Motion: Chairperson McDonald. Second: Mr. Thompson.

Mr. Thompson reported the Resolution is a Capital Improvement item that has been discussed at the committee prior by Mr. Lawson, Circuit Clerk's Office to approve the replacement of approximately 200 desktop scanners in the Circuit Clerk's office.

- Discussion followed.

Motion passed by unanimous voice vote.

Resolution to Approve the Purchase of a Truck for Facilities with Capital Improvement Plan Funds

Motion: Chairperson McDonald. Second: Ms. Hanserd.

Mr. Thompson discussed the Resolution to purchase a truck for Facilities with Capital Improvement Plan funds, a general fund CIP item to replace an existing vehicle in the Facilities fleet.

- Discussion followed.

Motion passed by unanimous voice vote.

Resolution Approving and Authorizing the Execution of a Contract for Purchase and Sale/Addendum of Properties Located in Rockford, IL: 720 Chestnut St., 705 Green St., and Parking Lots (318 S. Rockton Ave., 314 S. Rockton Ave., and 308 S. Rockton Ave.)

Motion: Chairperson McDonald., Second: Mr. Salgado.

Mr. Thompson reported this is a Resolution discussed previously in committee to authorize the recommendation to the County Board the sale of property and parking lots to Rock Valley

College. A Sales Contract for purchase is Exhibit A, as part of the Resolution, was reviewed by the State's Attorney's office. Lafekeria Vaughn has worked with the attorney from Rock Valley College to work out the sales agreement. The County will have up to one year with the possibility for an extension to vacate the items stored at 720 Chestnut St., Rockford, IL.

- Discussion followed. Ms. Vaughn reported three issues:
 1. Page 2., Paragraph 5., Contingencies, F. Environmental Assessment, Line 92., “at (Seller’s) (Buyer’s) expense”, circle Buyer’s expense, as it is at the expense of Rock Valley College.
 2. Page 3., Paragraph 10., Earnest Money, Line 120., the recommendation is to strike this section as no earnest money is being received. Ms. Vaughn expects confirmation Friday, March 3, 2023.
 3. Page 3., Paragraph 12., Seller Warranty, Line 140., the recommendation is to delete this section.
- Ms. Vaughn reported Page 6., Paragraph 23., Optional Standard Clauses, Line 242., B. “As Is” both parties initialed this section waiving the provisions of Paragraph 12, deleting Paragraph 12.

Motion: Mr. Arena made the motion to amend the contract to elect the recommended changes and to strike Line 144., Page 3., Paragraph 12. Seller Warranty, beginning at “except Seller warrants” and continuing through the rest of the paragraph. The paragraph coincides with Page 6., Paragraph 23., Optional Standard Clauses, B., As Is, “Buyer accepts the premises in all respects...” that should also be deleted.

Second: The Amended Motion was seconded.

Chairperson McDonald called for any questions on the Amended Motion.

Amended Motion passed by unanimous voice vote.

Chairperson McDonald called for questions and a motion to approve the original Resolution.

- Discussion followed.

Motion to approve the original Resolution passed by unanimous voice vote.

Future Agenda Items

- Discussion Item for Security in the Administration building.

Motion to Adjourn.

Chairperson McDonald called for a motion to adjourn the meeting.

Motion: Ms. Hanserd. Second: Mr. Hoffman.

Motion passed by unanimous voice vote.

Respectfully submitted,

Nancy Bleile
Administrative Assistant



Resolution Executive Summary

Prepared By: Debbie Crozier
Committee Name: Operations and Administrative Committee
Committee Date: April 6, 2023
Board Date: April 13, 2023
Resolution Title: Resolution to Approve the Execution of a Renewal Agreement with Vision Service Plan (VSP) For Voluntary Vision Insurance

Budget Information

Budgeted? NO	Amount Budgeted? N/A 100% - Employee Paid
If not, originally budgeted, explain the funding source?	Voluntary Benefit
Over or Under approved amount?	By:
ORG/OBJ/Project Codes: N/A	Descriptor:
Budget Impact? N/A	

Background Information: The voluntary vision plan has been offered to employees since June 1, 2011. We currently have 324 employees enrolled in the voluntary vision plan.

Recommended By: County Administrator, Patrick Thompson and Human Resources Director, Debbie Crozier, have reviewed the Renewal Offer (Resolution Exhibit A) and recommend approval.

SAO Reviewed: Yes

Contract/Agreement Information: June 1, 2023 through May 31, 2025

Follow-Up Steps: If approved, plan would be effective June 1, 2023.

RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Keith McDonald, Committee Chairman
Submitted by: Operations and Administrative Committee

2023 CR

**RESOLUTION TO APPROVE THE EXECUTION OF A RENEWAL AGREEMENT WITH VISION SERVICE PLAN (VSP) FOR
VOLUNTARY VISION INSURANCE**

WHEREAS, the County of Winnebago, Illinois, offers employees the option of participating in a voluntary vision plan; the plan has been in place since June 2011, currently 324 employees participate in this benefit; and,

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois, has reviewed the quotes for the renewal of the plan, Resolution Exhibit A; and,

WHEREAS, Vision Service Plan (VSP) has proposed the following rates to the County through May 2025:

Employee Only: \$4.36 per pay period
Family: \$12.03 per pay period
0% rate increase through May 2025
100% Employee Paid

WHEREAS, the Operations and Administrative Committee of the County Board for the County of Winnebago, Illinois has reviewed the renewal agreement and recommends the County Board authorize execution of the renewal with Vision Service Plan for the administration of the voluntary vision plan through May 2025.

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Director of Purchasing, Director of Human Resource, the County Board Office and the County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of

Winnebago, Illinois this ____ day of _____ 2023.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIR OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS



DECEMBER 19, 2022

DEBBIE CROZIER
WINNEBAGO COUNTY
404 ELM STREET
ROCKFORD, IL 61101-1239

Re: Winnebago #30025945 / June 1, 2023 Renewal Notification

Dear Debbie:

We thank you for being a valued VSP® Vision Care customer since 2011.

We're committed to meeting and exceeding the expectations of your employees, as we've done for the last 12 years. Your employees continue to benefit from participating in the VSP Signature Plan®, our premium plan.

Your renewal includes fully-covered, standard progressive lenses — only from VSP.

VSP is raising the bar as the only vision care company to offer **fully-covered, standard progressive lenses**. Your employees will automatically get this new benefit feature. There's no extra cost and nothing more for you and your employees to do. Their VSP doctor will help determine which lens best suits their patient's individual lifestyle and vision needs. This is one more option to help our members enjoy clear, precise vision at an exceptional value.

Also standard with VSP:

- Lowest out-of-pocket costs on the widest selection of lenses.
- VSP Exclusive Member Extras—more than \$3,000 savings included on vision care, hearing, medical, and lifestyle services.
- Eye Health Management—your employees' wider safety net to catch chronic conditions like diabetes early, before costly symptoms emerge.
- Essential Medical Eye Care—coverage beyond routine eye care to treat immediate issues from pink eye to sudden changes in vision, or to monitor ongoing conditions such as dry eye, diabetic eye disease, glaucoma, and more.

To see all the details, please refer to your renewal proposal attached.

Let's stay together.

Sign the attached to continue with VSP and your premium plan for this next policy and return it to me via email at Jamie.Elliott@VSP.com by May 1, 2023.

Thank you,

A handwritten signature in black ink that reads 'Jamie Elliott' in a cursive script.

Jamie Elliott
Key Client Manager



	VSP Signature Plan® Current Plan	VSP Signature Plan® Renewal Plan	VSP Signature Plan® Renewal Alternative Plan
Exam Copay	\$10.00	\$10.00	\$10.00
Materials Copay	\$25.00	\$25.00	\$25.00
Frequency:			
Exam:	Every 12 Months	Every 12 Months	Every 12 Months
Lenses:	Every 12 Months	Every 12 Months	Every 12 Months
Frame:	Every 12 Months	Every 12 Months	Every 12 Months
Essential Medical Eye Care	\$20 copay per visit	\$20 copay per visit	\$20 copay per visit
Exam Coverage			
WellVision Exam®	Covered in full after copay	Covered in full after copay	Covered in full after copay
Contact Lens Exam (Fitting & Evaluation)	Standard and premium fit: Covered in full after copay. Member receives 15% off contact lens exam services; copay will never exceed \$60 15% off not available at Costco® Optical, Walmart® Optical or Sam's Club® Optical	Standard and premium fit: Covered in full after copay. Member receives 15% off contact lens exam services; copay will never exceed \$60 15% off not available at Costco® Optical, Walmart® Optical or Sam's Club® Optical	Standard and premium fit: Covered in full after copay. Member receives 15% off contact lens exam services; copay will never exceed \$60 15% off not available at Costco® Optical, Walmart® Optical or Sam's Club® Optical
Routine Retinal Screening Not available at Walmart® Optical or Sam's Club® Optical	No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam	No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam	No more than a \$39 copay on routine retinal screening as an enhancement to a WellVision Exam
Lens Coverage			
Basic Prescription Lenses: (Glass or plastic) Single vision Lined bifocal Lined trifocal Lenticular	Covered in full after copay	Covered in full after copay	Covered in full after copay
Lens Enhancements¹	Covered with a copay, saving an average of 40%	Covered with a copay, saving an average of 40%	Covered with a copay, saving an average of 40%
	Single Vision Multifocal	Single Vision Multifocal	Single Vision Multifocal
Standard Anti-Glare coating:	\$37 \$37	\$37 \$37	\$37 \$37
All other Anti-Glare coatings:	\$51 - \$75 \$51 - \$75	\$51 - \$75 \$51 - \$75	\$51 - \$75 \$51 - \$75
Impact-resistant lenses for children:	Covered in full	Covered in full	Covered in full
Impact-resistant lenses for adults:	\$23 \$28	\$23 \$28	\$23 \$28
Standard Progressives:	N/A Covered in full	N/A Covered in full	N/A Covered in full
Premium & Custom Progressives:	N/A \$80 - \$160	N/A \$80 - \$160	N/A \$80 - \$160
Tints/Light-reactive lenses:	\$70 \$70	\$70 \$70	\$70 \$70
Scratch-resistant coating:	\$15 \$15	\$15 \$15	\$15 \$15
	Costco® Optical, Walmart® Optical and Sam's Club® Optical prices already include savings. Members will pay the Usual & Customary fee.	Costco® Optical, Walmart® Optical and Sam's Club® Optical prices already include savings. Members will pay the Usual & Customary fee.	Costco® Optical, Walmart® Optical and Sam's Club® Optical prices already include savings. Members will pay the Usual & Customary fee.
¹ Prices shown reflect standard selections; premium or custom options may also be available at additional costs.			
Frame Coverage			
VSP Network Doctors and Visionworks®	\$130 allowance; plus 20% off any amount above the allowance	\$130 allowance; plus 20% off any amount above the allowance	\$200 allowance; plus 20% off any amount above the allowance
Costco® Optical	\$70 allowance	\$70 allowance	\$110 allowance
Walmart® Optical, Sam's Club® Optical and Retail Chains	\$130 allowance	\$130 allowance	\$200 allowance
Contact Lens Coverage			
Elective Contact Lenses (prescription contact lenses, in lieu of glasses)	\$130 allowance	\$130 allowance	\$130 allowance
Necessary Contact Lenses Not available at Retail Chains, Costco® Optical, Walmart® Optical or Sam's Club® Optical	Covered in full after copay	Covered in full after copay	Covered in full after copay
Extra Savings			
VSP Laser VisionCare™ Program Discounts on LASIK, Custom LASIK, and PRK, plus patient education.	Average 15% off or 5% off promotional offer Discounts only available from VSP contracted facilities. Members who've had laser surgery can use frame benefit for non-prescription sunglasses	Average 15% off or 5% off promotional offer Discounts only available from VSP contracted facilities. Members who've had laser surgery can use frame benefit for non-prescription sunglasses	Average 15% off or 5% off promotional offer Discounts only available from VSP contracted facilities. Members who've had laser surgery can use frame benefit for non-prescription sunglasses
Additional Pairs of Glasses	30% off unlimited additional pairs of prescription glasses and/or non-prescription sunglasses purchased on the same day with the same provider who performed the exam. Or 20% off from any VSP provider within 12 months of the member's last WellVision Exam	30% off unlimited additional pairs of prescription glasses and/or non-prescription sunglasses purchased on the same day with the same provider who performed the exam. Or 20% off from any VSP provider within 12 months of the member's last WellVision Exam	30% off unlimited additional pairs of prescription glasses and/or non-prescription sunglasses purchased on the same day with the same provider who performed the exam. Or 20% off from any VSP provider within 12 months of the member's last WellVision Exam
Plan Enhancements			
LightCare Allows members to use their frame allowance towards ready-made non-prescription sunglasses, or ready-made non-prescription blue light filtering glasses, instead of prescription glasses or contacts. Not available at Walmart® Optical or Sam's Club® Optical	N/A	N/A	\$25 copay \$200 allowance
Out-of-Network Schedule			
Eye Exam:	\$50.00	\$50.00	\$50.00
Single Vision:	\$50.00	\$50.00	\$50.00
Lined Bifocal:	\$75.00	\$75.00	\$75.00
Lined Trifocal:	\$100.00	\$100.00	\$100.00
Lenticular:	\$125.00	\$125.00	\$125.00
Progressive:	\$75.00	\$75.00	\$75.00
Frame:	\$70.00	\$70.00	\$70.00
Elective Contact Lenses:	\$105.00	\$105.00	\$105.00
Necessary Contact Lenses:	\$210.00	\$210.00	\$210.00
Monthly Rates			
Risk	Employee Only: \$8.72 Employee + Family: \$24.05	Employee Only: \$8.44 Employee + Family: \$23.27	Employee Only: \$8.72 Employee + Family: \$24.05
Commissions	Sliding 10%	Sliding 10%	Sliding 10%
Policy Term	2 Years	2 Years	2 Years
Select the desired renewal plan	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Renewal Acceptance			

To renew your contract with VSP and ensure continuous service, please have the appropriate representative review this information, select the desired renewal action, sign and return this Renewal Agreement to the email address below. VSP produces your Plan Policy upon receipt of your confirmation of renewal. Your new Plan Policy may contain some provisions that are changed from those in your current Policy, so you should review the new Policy carefully upon receipt. Please file this Agreement with your VSP contract as it serves as your notice of renewal.

Jamie Elliott
 Key Client Manager, VSP
 916-851-4437
jamie.elliott@vsp.com

Signature: _____
 Name: _____
 Title: _____
 Date: _____



Resolution Executive Summary

Prepared By: Dan Magers
Committee Name: Operations and Administrative Committee
Committee Date: April 6, 2023
Board Date: April 13, 2023
Resolution Title: Resolution for Replacement of State's Attorney and Public Defender Case Management System

Budget Information

Budgeted? Not in departments budgets	Amount Budgeted? \$
If not, originally budgeted, explain the funding source?	Funded from PFA Contingency Fund
Over or Under approved amount? N/A	By: \$
ORG/OBJ/Project Codes:	Descriptor: Software
Budget Impact? \$ 244,725.00 is due after agreement is executed.	

Background Information:

The current software used by the State's Attorney and Public Defender's Offices is past end of life and end of support. Any issues that come up take months to resolve and cause inefficiencies for the entire Judicial System, including preparing for cases, hearings, etc. and poses a threat to a return to manual processing. To be paid from the Pre-Trail Fairness Act Contingency Fund for the FY23 cost of \$244,725 due after contract execution.

The remaining project amounts as well as ongoing maintenance will be done during the budget planning process for FY24.

Recommended By:

Karpel Prosecutor and Karpel Defender are recommended by DoIT, State's Attorney, the Public Defender and the Circuit Clerk.

SAO Reviewed:

The State's Attorney has reviewed this proposal.

Contract/Agreement Information: See two Exhibits

Follow-Up Steps:

Execute contract agreements with Prosecutor by Karpel and Defender by Karpel.

RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: Keith McDonald, Committee Chairman
Submitted by: Operations and Administrative Committee

2023 CR

RESOLUTION FOR REPLACEMENT OF STATE'S ATTORNEY AND PUBLIC DEFENDER CASE MANAGEMENT SYSTEM

WHEREAS, the Code of Ordinances for the County of Winnebago, Illinois, provides as in Section 2-357 (b) (1), Conditions for use. All procurements whose value equals or exceeds the competitive bidding threshold of \$25,000.00 shall be awarded by competitive sealed bidding in accordance with this section except as otherwise provided in 2-357(c) (Request for Proposals), 2-357(d) (Professional Services), 2-357(e) (Sole-Source), 2-357(f) (Emergency Procurements), 2-357 (g) (Cooperative Joint Purchasing) or as provided by State statute; and,

WHEREAS, the State's Attorney and Public Defender are required to maintain a modern software solution to manage their Office's and caseloads; and,

WHEREAS, Karpel is the sole provider of the Prosecutor by Karpel and Defender by Karpel software solutions; and,

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the Winnebago County State's Attorney and Public Defender are authorized to execute, on behalf of the County of Winnebago, an agreement and a County Purchase Order with KARPEL SOLUTIONS 9717 LANDMARK PARKWAY, ST LOUIS MISSOURI 63127, in an amount not to exceed TWO HUNDRED, FORTY FOUR THOUSAND, SEVEN HUNDRED AND TWENTY FIVE DOLLARS (\$244,725).

BE IT FURTHER RESOLVED, that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Department of Information Technology, State's Attorney, Public Defender, Director of Purchasing, Finance Director, County Board Office, and County Auditor.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

KEITH McDONALD, CHAIR

KEITH McDONALD, CHAIR

VALERIE HANSERD, VICE CHAIR

VALERIE HANSERD, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOHN BUTITTA

JOHN BUTITTA

JOE HOFFMAN

JOE HOFFMAN

JAIME SALGADO

JAIME SALGADO

MICHAEL THOMPSON

MICHAEL THOMPSON

The above and foregoing Resolution was adopted by the County Board of the County of

Winnebago, Illinois this ____ day of _____ 2023.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIR OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS



9717 Landmark Parkway | St. Louis, MO 63127 | (314) 892-6300

**WINNEBAGO COUNTY STATE'S ATTORNEY
WINNEBAGO COUNTY, ILLINOIS**

CONTRACT FOR



PROSECUTORbyKarpel® & HOSTEDbyKarpel®

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This agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as “Karpel Solutions”) and Winnebago County State’s Attorney, Illinois (hereinafter referred to as “Client”) is for the purposes of reviewing this proposal and to enter into this Agreement, together with the Master Terms and Conditions expressly incorporated herein, with respect to the license of Karpel Solutions’ copyrighted software program known as PROSECUTORbyKarpel® (hereinafter referred to as “PbK”).

1. DEFINITIONS

1. “Confidential Information” means information of either Karpel Solutions or Client which is disclosed under this Agreement in oral, written, graphic, machine recognizable, electronic, sample or any other form by one of us to the other, and which is considered to be proprietary or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes, without limitation, the Software and Documentation. The Confidential Information of Client includes, without limitation, Personally Identifiable Information and Client Content. Confidential Information shall not include information which the party receiving the information can demonstrate: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.
2. “Client Content” means all data, information, documents, and files Client uploads or inputs into PbK on the Service through the website, including, without limitation, Personally Identifiable Information.
3. “Enhancements” means any specific configurations or customizations to the Software, which Client may request, and Karpel Solutions agrees in writing to provide.
4. “Documentation” means any operating instructions, specifications and other documentation related to the operation, description and function of PbK, the Service or Website provided by Karpel Solutions whether supplied in paper or electronic form.
5. “Intellectual Property” (IP) means any patents, patent applications, copyrights, mask works, trademarks, service marks, trade names, domain names, inventions, improvements (whether patentable or not), trade secrets, Confidential Information, moral rights, and any other intellectual property rights provided by applicable law.
6. “Hosted” or “Hosting” means the act of providing service and access to Client Content by the Internet.
7. “Personally Identifiable Information” (PII) means any information that may be used to identify specific persons or individuals, which is collected by either Karpel Solutions or Client for use in conjunction with the use of PbK on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information.

8. "PbK" mean the PROSECUTORbyKarpel® case management system and specifically the Client's licensed copy of PbK.
9. "DbK" mean the DEFENDERbyKarpel® case management system and specifically the Client's licensed copy of PbK.
10. "Service" means the HOSTEDbyKarpel hosting platform provided by Karpel Solutions which allows internet-based hosting of the Client's licensed copy of PbK through the Website.
11. "Service Level Requirements" means the technical service levels Karpel Solutions shall meet for Services as set forth below in the Service Level Commitments for the delivery of the Services.
12. "Software" means the Client's licensed copy of the PbK application, and includes any and all updates, enhancements, underlying technology or content transfer interfaces, other Enhancements and any Documentation as may be provided the Client by Karpel Solutions.
13. "Website" means the content and functionality currently located at the domain www.hostedbykarpel.com on the internet, or any successor or related domain that provides access to the Software and Service.

2. SCOPE OF WORK

Karpel Solutions will perform all work in accordance with the descriptions, scopes and specifications hereafter described.

		<u>Minimum Number of Days Out</u>
	Final Contract & Implementation Agreement signed. Project Pre-Implementation Meeting scheduled. Minimum Workstation requirements are explained to agency project manager.	90
	Workstation assessment completed and any necessary hardware or software ordered to meet PbK Installation Prerequisites.	80
	4-hour remote pre-implementation meeting with project manager and System Administrator(s). PbK Overview. Project Team is selected including Karpel Staff and Customer System Administrator(s). (One Customer System Administrator must be a Policy Setting Attorney). This meeting will begin with application overview and enhancement definitions. PbK Pre-load configuration is explained, and initial Document Templates are received. Workflow pre-configuration is conducted.	60
	Teleconference status meeting with Karpel and agency project manager will occur to review progress on hardware/software assessments, finalize pre-implementation meeting timeline agreement.	50
	Agency Document Templates are received. System Administrator training begins. Workflow pre-configuration is conducted. System enhancements are completed and demonstrated.	45

	Teleconference status meeting with Karpel and agency project manager will occur to review progress and answer additional questions regarding pre-load spreadsheet.	40
	Karpel Support installation and application testing on each workstation should begin at this time. Karpel Solutions or local IT support will schedule workstation application testing and follow Karpel testing procedures to thoroughly test browser functionality, document generation, Outlook Calendaring and email on each workstation.	35
	The agency project manager will provide Karpel with any additional legacy documents.	35
	Training Schedule is completed with assignment of all office staff to specific training sessions. The Policy Setting Attorney must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum.	35
	Karpel will install the preliminary document templates and Event Entry Configuration. Application testing will begin. Agency project manager will report all inaccuracies to Karpel. All Custom Enhancements are tested and verified. Begin testing of all application interfaces.	30
	Complete installation and testing of all workstations by Karpel Solutions or local IT support.	14
	Final teleconference status meeting with Karpel and agency project manager to verify final data accuracy.	7
	Final configuration of PbK is performed with all System Administrators. User training begins. Customer begins using PbK in a live state.	<u>Go Live</u>

(hereinafter referred to as “the Project Timeline”).

The above Go Live date will no longer be valid if Client fails to sign this contract within 30 days of receipt. Furthermore, the Project Timeline may be modified as mutually agreed upon by Client and Karpel Solutions.

Karpel Solutions will use its best efforts to convert existing Microsoft Word®, Microsoft Works® and Corel WordPerfect® documents provided by Client up to the time of training as outlined in the Project Timeline listed above into a format that can be utilized by PbK. However, Karpel Solutions does not support, nor will Karpel Solutions convert customized macros, auto-text files or other custom programming items not a part of the ordinary functionality of Microsoft Word®, Microsoft Works® and/or Corel WordPerfect®

3. OTHER WORK

Any additional work requirements outside the scope of this Agreement must be presented in the form of a written change order and must be approved by Client prior to start of such work. No additional charges will be incurred without prior written approval from Client.

4. GENERAL CLIENT RESPONSIBILITIES & OBLIGATIONS

In order for the project to be completed on time and on budget, Client shall provide at a minimum:

1. Access to Client facilities while onsite, as deemed necessary by the Karpel Solutions project manager.
2. Access to systems and equipment as required by Karpel Solutions including:
 - a. PbK application access using Karpel Solutions laptops and Client's network for training and application testing.
 - b. Installation of the Karpel Solutions remote support tool on all desktops accessing the PbK application. Failure of Client to provide access to enable support tool will render the Karpel Solutions support null and void.
3. Access to Client data and document templates (if applicable) will be provided by Client if such data is to be converted and populated by Karpel Solutions into PbK.
 - a. Legacy data source(s) (*i.e.*, any data from Client's current system which is being replaced under this Agreement) must be provided to Karpel Solutions as soon as possible but not later than 120 days from the above go live date. Additional data sources provided after this date will not be converted unless mutually agreed otherwise.
 - b. Document templates must be provided to Karpel Solutions as soon as possible but no later than 90 days from the above go live date. Document templates provided after this date will not be converted unless mutually agreed otherwise.
4. An authorized attorney with decision making authority to assist in the definition of any project unknowns.
 - a. Appointed decision maker must be present during the following activities:
 - i. Project kickoff
 - ii. Establishment of timeline
 - iii. Interface definition meetings
 - iv. Workflow meetings
 - v. Charge language review and approval
 - vi. Document template review and signoff
 - vii. Data conversion signoff
5. Sufficient time, if applicable, for all data reviews which will include a minimum of:
 - a. Verification and review of ten (10) cases per year per department of any legacy system(s) data during each review.
 - b. Client is responsible for validating their data and codes tables during the project. Validating data is key to a successful implementation. If issues arise with converted data after go-live, Karpel Solutions will determine if a fix is possible and an additional fee for this work may be required for the work required to fix the issue.
6. **PASSWORD PROTECTION.** Access to the Software through the Service and Website is password-protected. Karpel Solutions provides multiple authentication alternatives for access to the Website and Software. **KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION.** Karpel Solutions is not responsible for Client's use of the Service, Website or Software. Only the number of users set forth in the Cost Sheet may access the Service

and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client’s employees and agents who access the Service and Website. Client agrees that Karpel Solutions is not liable for and Client agrees to hold Karpel Solutions harmless for any unauthorized access to the Service and Website, including without limitation access caused by data destruction and/or failure to protect the login and password information of users.

7. **RESTRICTIONS ON USE.** Client agrees to conduct all activities on the Service and Website in accordance with all applicable laws and regulations. Access to the Service, Website, Software and Documentation must be solely for Client’s own internal use. Client may not (and may not allow any third party to) (i) alter, modify, decompile, mirror, translate, disassemble or otherwise reverse engineer any part of the Software, source code, algorithms, or underlying ideas of the Software; (ii) provide, lease, lend, subcontract, sublicense, or re-publish for,, service bureau or hosting purposes any or all of the Software or Documentation; (iii) reproduce, modify, copy, distribute, publish, display or create derivative works of any or all of the Software or Documentation or (iv) alter, remove, or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in the Software or Documentation.

8. **SUSPENSION.** Karpel Solutions reserves the right to immediately suspend access to Software and/or Website without notice and at any time if Karpel Solutions suspects or has reason to suspect a security or data breach, if suspension is necessary to protect Karpel Solutions’ rights, Client’s rights or the rights of a third party, if Client misuses the Software and/or Website, and/or if Client otherwise violates this Agreement. Karpel Solutions will provide note to client upon suspension of the Service and Website.

5. INVESTMENT SUMMARY

Karpel Solutions will perform its Services as set forth in this Agreement in exchange for payment as set forth below.

Software Products/Licensing	Qty.	Price	Total
PROSECUTORbyKarpel	87	\$2,250	\$195,750
External Agency Portal	1	\$30,000	\$30,000
Total Software			\$225,750

Installation Services	Qty.	Price	Total
PROSECUTORbyKarpel Installation and Configuration	1	\$1,000	\$1,000
Data Preload	1	\$10,000	\$10,000
Client Support Tool, Scanning Tool and System Compatibility Check (per computer)	87	\$50	\$4,350
Total Installation Services			\$15,350

Professional Services	Qty.	Price	Total
Project Management		No Additional Cost	

Pre-Implementation Services (on-site/days)	2	\$2,400	2 resources	\$4,800
Data Conversion: FullCase	1	\$50,000		\$50,000
Mock Go-Live and System Administrator Training (30 days prior to go-live, hours, remote)	2	\$2,400	2 resources	\$4,800
Document Template Setup, Training and Conversion of Up To 100 Document (max of 50 Civil) Templates	1	\$2,500		\$2,500
Total Professional Services				\$62,100

Training Services	Qty.	Price		Total
Pre-Go-Live Review and Training (onsite/days)	3	\$2,400	2 resources	\$7,200
Go-Live Training (onsite/days)	5	\$3,600	3 resources	\$18,000
Post Go-Live Support and Training (remote/days)	1	\$1,200	1 resource	\$1,200
Total Training Services				\$26,400

Customization Services	Qty.	Price		Total
Interface: Illinois Court Events (FullCourt)	1	\$15,000		\$15,000
Total Customization Services				\$15,000

Estimated Travel Expenses **\$16,300**

Total One-Time Costs **\$360,900**

Annual Support Services	Qty.	Price		Total
PROSECUTORbyKarpel	87	\$450		\$39,150
External Agency Portal	1	\$6,000		\$6,000
Hosted Services (per user/year)	87	\$100		\$8,700
Unlimited eDiscovery	1	\$10,875		\$10,875
Interface: IL Court Interface	1	\$3,000		\$3,000
Total Annual Support Services				\$67,725

Optional Items	Price
JasperSoft Reporting Module	\$2,000
<i>JasperSoft Reporting Module Annual Support</i>	\$10,000
<i>JasperSoft Reporting Module Training (minimum)</i>	\$600
Custom Reports (per report)	\$1,000
Document Template Conversion After 100 Documents (per document)	
<i>Criminal document templates</i>	\$25
<i>Civil document templates</i>	\$50
Additional Storage After Included 2TB (per terabyte, per year)	\$1,000
Additional Storage After Included 2TB (per 100 terabytes, per year)	\$32,000

This pricing is based upon the following terms and conditions:

1. Interfaces must conform to the appropriate Karpel Solutions Information Exchange Package Documentation (IEPD) for that interface. Interfaces that do not conform to the appropriate PROSECUTORbyKarpel IEPD (i.e., require a new schema to be designed or database modification), will require Karpel Solutions and Client review before approval of both design and potential additional development and maintenance costs.
2. All phase one (1) interfaces must have an IRF (Interface Request Form) completed and signed off by all parties within 30 days of the project kick-off meeting. If not completed within this time frame, the interfaces will be automatically moved into phase 2.

PLEASE NOTE: THERE MAY BE ADDITIONAL COSTS FROM THE OTHER VENDOR(S), WHICH IS NOT INCLUDED WITHIN THE ABOVE PRICING FOR THIS CONTRACT, AND WHICH WILL BE BILLED SEPARATELY. CLIENT SHALL BE SOLELY RESPONSIBLE FOR THESE SEPARATE COSTS.

3. Interfaces not currently in production will be considered as "Phase 2" and implemented post-go live.
4. The above costs do not include additional hardware, Microsoft licenses, or networking services which may be necessary to properly and legally operate PbK. Such expenses are solely the Client's responsibility.
5. Changes to the Project Timeline or project scope will impact other work of Karpel Solutions and will result in an increased financial burden to Karpel Solutions. As such, if a scheduled go-live date is rescheduled due to delays by the client or a client's 3rd party vendor, a penalty of 10% of the total first year costs may be assessed by Karpel Solutions as compensation to Karpel Solutions for costs incurred and lost time, including, but not limited to, costs associated with booked travel and accommodations and time that will be lost on other client start dates as a result of Client's change to the Project Timeline.
6. Karpel Solutions will honor pricing proposals for Optional Services for up to 90 days of execution of this Agreement. Upon the request of Client to provide an Optional Service, an official notice to begin the service must be received from Client before the Optional Services will be provided by Karpel Solutions. This is to ensure there are no misunderstandings between Client and Karpel Solutions as to the provision of Optional Services.
7. The aggregate document / file storage space included with the stated hosted service fee is two terabytes (2TB) of storage per instance of PbK. If the Client's storage exceeds 2TB in any instance, any additional storage above 2TB will automatically be added to the Client's bill at a flat rate of \$1,000 per 1TB, per year. Client hereby consents to this additional charge in advance and waives any requirement for additional notice regarding the same.
8. Hosted eDiscovery services will be invoiced monthly at the rate of \$1 per submission to the hosted eDiscovery site if Client does not elect the unlimited annual fee option.

9. Statewide service is a free service provided to all PROSECUTORbyKarpel clients. To enroll in and activate this additional service, the *Memorandum Of Understanding at Appendix A* must be separately signed by the Client.
10. All travel costs are estimates and the Client is responsible for all the project's actual travel expenses to include airfare, lodging, ground transportation, meals, and incidental expenses.
11. As with any project, all prices herein are subject to change as new information arises that will alter or impact the project or as workload for the project increases. Karpel Solutions will seek approval from Client if additional work becomes necessary to make requested changes during the project.
12. In the event Client or Karpel terminates this Agreement, Client understands and agrees to pay \$1,000 to Karpel Solutions as compensation for work to be performed by Karpel Solutions in connection with the return of Client Content and Confidential Information. All fees incurred up to point of termination are also due in full.

5.1 Payment Terms

50% of Software User Licenses is due and must be paid upon execution of this Agreement by Client, with the remaining amount, including first year annual fees, due and payable within thirty (30) days of completion of implementation of the Service and initial training provided to Client by Karpel Solutions.

TERM. Annual Fees in the Agreement will begin upon Client's go live month and will be due each year thereafter, unless Karpel Solutions or Client terminates this Agreement before the renewal date. This Agreement shall be for a term of one (1) year and shall automatically renew for subsequent one-year terms, unless either Karpel Solutions or Client gives notice to the other party at least thirty (30) days prior to the expiration of the then-current term of Karpel Solutions or Client's intent not to renew. Prior to the expiration of the term, Karpel Solutions will send Client a renewal invoice, which must be paid in full within thirty (30) days from the date of the invoice. Pricing for subsequent annual terms is subject to change at the sole discretion of Karpel Solutions. Karpel Solutions will provide Client with at least ninety (90) days' notice of any pricing change prior to the renewal date.

INTEREST AND LATE FEES. Past due accounts will be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law.

6. ANNUAL SUPPORT

6.1 TECHNICAL SUPPORT FEES

Client understands that technical support fees will be required annually, in order to receive software updates and technical support. The support period shall begin from the date of go-live as part of the initial first year costs. The Client may elect to purchase subsequent annual support, on a yearly basis at a fixed cost, and billed annually, separate and apart from any license fees required by this Agreement. The option to purchase annual support is solely at the Client's discretion. The Client's license to use PbK is not dependent upon the Client purchasing annual support; however, if Client

discontinues annual support, Client will not be provided with updated versions of the software, unless it is purchased. Provided Client's computers, network and systems meet recommended specifications set by Karpel Solutions and the Client has purchased and is current with annual support payments, Karpel Solutions will provide updated versions of the System and/or Software as they become available during the terms of the contract. If Client elects to renew the annual support service, Karpel Solutions has the right to increase current pricing for annual support at the time of renewal, provided that notice of the increased pricing is provided to Client prior to the effective date of the renewal of the annual support service.

6.1.1 SUPPORT PROVIDED

Karpel Solutions will provide support (e.g. software updates, general program enhancements and technical support) for all Software provided, including ongoing unlimited telephone technical support problem determination, and resolution.

6.1.2 HOURS OF OPERATION

Karpel Solutions will provide technical support Monday through Friday between the hours of 7:00 a.m. through 9:00 p.m. Central time, via a toll-free telephone number provided. After-hours support is available as well via the same toll-free number which will reach the on-call support group.

6.1.3 INCLUDED SUPPORT

Support services include the detection and correction of Software errors and the implementation of all PbK program changes, updates, and upgrades. Karpel Solutions shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users. Support to users will be provided through the remote support tool installed on the end user's computer. This tool was installed at the time of go-live allowing Karpel to provide the needed support to meet the service level agreement. If this access is not allowed, support will be delayed and the service level agreement (severity levels) will no longer be applicable.

6.1.4 RESPONSE TIMES

Karpel Solutions shall be responsive and timely to technical support calls/inquires made by the Client. The Client will first make support inquires through their qualified system administrators to assure the policies and business practices of the Client are enforced prior to contacting Karpel Solutions. The timeliness of the response is dependent upon the severity of the issue/support problem, as defined below:

The severity of the issue/support problem shall determine the average problem resolution response time as follows:*

**If the remote support tool is not installed or available, support will not be provided..*

Severity Level 1 shall be defined as urgent situations, when the Client's production system is down and the Client is unable to use the system, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the customer's call within one (1) business hour. Karpel Solutions shall resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business days, unless otherwise authorized in writing by the Client.

Severity Level 2 shall be defined as critical Software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the customer's environment. Karpel Solution's may operate but are severely restricted. Karpel Solutions' technical support staff shall accept the customer's call for assistance at the time the customer places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call within four (4) business hours. Karpel Solutions shall resolve Severity Level 2 problems as quickly as possible, which on average should not exceed three (3) business days, unless otherwise authorized in writing by the Client.

Severity Level 3 shall be defined as a minor problem that exists with Karpel Solution's but the majority of the functions are still usable and some circumvention may be required to provide service. Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the customer places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day. Karpel Solutions shall resolve Severity Level 3 problems as quickly as possible, which should not exceed the next available release of Software, unless otherwise authorized in writing by the Client.

General Assistance: For general Software support/helpdesk calls not covered by the above severity level descriptions, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day.

6.2 SERVICE LEVEL COMMITMENT

UPTIME: Karpel Solutions is committed to providing the Software, Website and Service in a consistent and reliable manner. Karpel Solutions will provide the Software, Website and Service to Client with a stated minimum uptime of 99.5% to Client.

SCHEDULED MAINTENANCE: Karpel Solutions periodically performs scheduled maintenance Including, but not limited to, outline, preventative or emergency maintenance of the Software, Website, and/or Service. Client understands that schedule maintenance may affect availability of the Service, Website, and/or Software. If schedule maintenance is to be performed, Karpel Solutions will provide notice to Client three (3) days prior to the scheduled maintenance. Karpel Solutions will make every effort to schedule maintenance outside of normal business hours of the Client between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.

DATA RETENTION AND BACKUPS: As a part of the Service and Website, Karpel Solutions will maintain under this Agreement consistent, regular and validated backup both onsite and offsite of the Client Content, Confidential Information and Software. Backups occur and will be

maintained pursuant to Karpel Solutions internal backup policies. Upon written request, Karpel Solutions will make available to Client a copy of Karpel Solutions' current backup policies and procedures.

AUDITS AND SECURITY: Karpel Solutions is committed to maintaining the security of Client Content, Confidential Information, and Software on Karpel Solutions' Service and Website. Karpel Solutions will maintain the Software, Website and Service in a reasonably secure manner, subject to Client's own obligations to protect and safeguard usernames and passwords on Client's end. Karpel Solutions will perform annual security audits of the Website and Service to ensure the integrity and security of the Website and Service. Results of the Audits and Security Policy for Karpel Solutions will be made available to Client upon written request.

DATA TRANSMISSION: Karpel Solutions ensures that all data transmitted to and from the Service and Website is transmitted at a minimum level of 128-bit SSL encryption using digital certificates issued by an internationally recognized domain registrar and certificate authority.

DATA LOCATION: Karpel Solutions will maintain the Service, Software, Client Content and Confidential Information of Client in a SAS 70/SSAE 16 certified data facility.

7. OWNERSHIP OF INTELLECTUAL PROPERTY

KARPEL SOLUTIONS OWNERSHIP: Karpel Solutions retains all right, title and interest in and to the Software, Documentation, Website, Service, and related Intellectual Property. Any suggestions, solutions, improvements, corrections, or other contributions Client provides regarding the Software, Documentation, Website or Services will become the property of Karpel Solutions and Client hereby assigns all such rights to Karpel Solutions without charge. Client is granted a non-exclusive, non-transferable license with respect to the Software on the terms and conditions set forth in Section 8 below.

CLIENT OWNERSHIP: Client retains all rights, title, and interest in and to the Client Content. Client hereby grants to Karpel Solutions and Karpel Solutions hereby accepts a non-exclusive, non-transferable, worldwide, fully paid license to use, copy, and modify the Client Content solely to the extent necessary and for the sole purposes of providing access to the Software, Documentation, Website, and Services or otherwise complying with its obligations under this Agreement.

8. LICENSE TERMS AND USE

The Software, is a proprietary product of Karpel Solutions. It is licensed (not sold) and is licensed to Client for its use and only in accordance with the terms set forth below. During the term of this Agreement, Karpel Solutions hereby grants Client a non-exclusive, non-transferable right and license to use Karpel Solutions solely in accordance with the terms of this Agreement. Client's license will terminate immediately and automatically upon the expiration or termination of this Agreement. Client may not sublicense any rights under this Agreement to any party without Karpel Solution's prior written consent. Client's license is subject at all times to Client's full compliance with this Agreement.

1. Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated manuals and/or documentation furnished.

2. Client cannot distribute, rent, sublicense, or lease the Software. A separate license is required for each authorized user or employee. Each license may not be shared by more than one full time employee or user (defined as working 20 hours or more per week), nor more than two (2) part-time employees or users (defined as working less than 20 hours per week each and working no more than 40 hours per week combined). The Client agrees that Karpel Solutions will suffer damages from the Client's breach of this term and further agrees that in the event of such breach by Client, Karpel Solutions shall be entitled to and Client must pay to Karpel Solutions the monetary equivalent of the costs that would have been incurred by Client had Client properly obtained the license, installation and training associated with each violation, in addition to any attorneys' fees and costs incurred by Karpel Solutions with respect to the same
3. This license does not transfer any rights to Software source codes, unless Karpel Solutions ceases to do business without transferring its obligations under this Agreement to another qualified software business. Karpel Solutions will, at Client's expense, enter into escrow agreement for the storage of the source codes.
4. Karpel Solutions and its Documentation are protected by copyright and trade secret laws. Client may not use, copy, modify, or transfer the Software or its Documentation, in whole or in part, except as expressly provided herein. Karpel Solutions retains all rights in any copy, derivative or modification to the Software or its Documentation no matter by whom made. Karpel Solutions is licensed for single installations of one full time employee or two part-time employees as defined in Section 8.2 above. A separate license is required for each installation of Karpel Solutions. Client shall not provide or disclose or otherwise make available the application or any portion thereof in any form to any third party. Client acknowledges that unauthorized copying and distribution will cause substantial damage to Karpel Solutions far greater than the value of the copies involved.
5. Karpel Solutions was developed exclusively at private expense and is Karpel Solutions' trade secret. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records, the Software shall be considered exempt from disclosure. Karpel Solutions is "commercial computer software" subject to limited utilization "Restricted Rights." PbK, including all copies, is and shall remain proprietary to Karpel Solutions or its licensors. In the event that a third party seeks to compel disclosure and/or production of the Software, the Documentation, and/or the Website by court order or otherwise, Client shall promptly give notice to Karpel Solutions so as to allow Karpel Solutions to take whatever steps it deems necessary to prevent such disclosure and/or production, and Client agrees to cooperate with Karpel Solutions in connection therewith.
6. Public Agency Participation: Other public agencies may utilize the terms and conditions established by this Contract. "Public agency", for purposes of this paragraph, is defined to include any city, county, district, public authority, public agency, municipality, and other political subdivision. Client is not an agent, partner, or representative of such public agency, and is not obligated or liable for any action or debts that may arise out of such independently negotiated procurements. These so called "piggy-back" awards shall be made independently by each public agency, and that agency shall accept sole responsibility for placing orders with Vendor. Client does not accept any responsibility or involvement in the purchase orders or Contracts issued by other public agencies. Any such contract by another public agency must be in accordance with the

statutes, codes, ordinances, charter and/or procurement rules and regulations of such public agency.

9. WARRANTY

1. LIMITED WARRANTY: Karpel Solutions warrants it will provide the Services and Website in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in this Agreement shall be in compliance with all applicable laws, rules and regulations. Karpel Solutions warrants it will provide access to and use of the Software, Service and Website in material accordance with the Service Level Commitment outlined in this Agreement. No representations or warranties as to the use, functionality or operation of the Website, Software, or Service are made by Karpel Solutions other than as expressly stated in this Agreement. Karpel Solutions disclaims all other warranties as set forth in Section 9.5 below.
2. INTERNET: Karpel Solutions makes the Website, Software and Services available to Client through the internet to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the Service, Website or Software. Client agrees that Karpel Solutions is not liable for and agreed to hold Karpel Solutions harmless from any delays, interruptions, suspensions or unavailability of the Website or Software attributable to problems with the Internet or the configuration of Client's computer systems or network.
3. SYSTEM REQUIREMENTS: Karpel Solutions provides the Services and Website based upon the system requirements as specified by Karpel Solutions for Client. Client agrees that Karpel Solutions is not liable for and agrees to hold Karpel Solutions harmless from any failure of the Services, or the Software based upon Client's failure to comply with the system requirements of Karpel Solutions.
4. WARRANTY LIMITATION: The warranties set forth in this Agreement do not apply if non-compliance is caused by, or has resulted from (i) Client's failure to use any new or corrected versions of the Software or Documentation made available by Karpel Solutions, (ii) use of the Software, Documentation, Website, or Services by Client for any purpose other than that authorized in this Agreement, (iii) use of the Software, Documentation, Website, or Services in combination with other software, data or products that are defective, incompatible with, or not authorized in writing by Karpel Solutions for use with the Software, Documentation, Website, or Services, (iv) misuse of the Software, Documentation, Website, or Services by Client, (v) any malfunction of Client's software, hardware, computers, computer-related equipment or network connection, (vi) any modification of the Software, Documentation, Website, or Services not performed by or otherwise authorized by Karpel Solutions in writing, or (vii) an event of Force Majeure.
5. DISCLAIMER: THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS AND IMPLIED, WHICH ARE HEREBY DISCLAIMED,

INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPEL SOLUTIONS DOES NOT WARRANT (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE CONTINUOUS, ERROR-FREE OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF THE SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (iii) THAT THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL MEET CLIENT'S NEEDS.

6. EXCLUSIVE REMEDIES: If the Software, Documentation, Website, or Services provided under this Agreement do not materially comply with the requirements stated in the Limited Warranty Section outlined above, Karpel Solutions' sole obligation shall be to correct or modify the Software, Documentation, Website or Services, at no additional charge to Client. If Karpel Solutions determines it is unable to correct what is non-conforming, Client's sole remedy will be to receive a refund of the fees paid for the non-conforming Services, even if such remedy fails of its essential purpose. In that event, Client may also elect to terminate this Agreement as set forth in Section 12 of this Agreement.

10. LIMITATION OF LIABILITY

CLIENT AGREES THAT KARPEL SOLUTIONS IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF KARPEL SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND CLIENT WAIVES ANY RIGHTS AND AGREES TO HOLD KARPEL SOLUTIONS HARMLESS FROM AND AGAINST ANY SUCH DAMAGES OR LOSSES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE OR OTHERWISE. REGARDLESS OF THE FORM OF THE CLAIM, **KARPEL SOLUTIONS' TOTAL LIABILITY TO THE CLIENT SHALL BE LIMITED TO: (i) THE EXTENT AND AMOUNT OF ANY INSURANCE COVERAGE WHICH IS AVAILABLE FOR SUCH CLAIM(S), OR (ii) THE AMOUNT OF FEES CLIENT HAS PAID TO KARPEL SOLUTIONS PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO SUCH CLAIM(S) ARISING. TO THE EXTENT THAT INSURANCE COVERAGE IS AVAILABLE FOR SUCH CLAIM(S), CLIENT'S SOLE RECOURSE SHALL BE PAYMENT OF ANY AVAILABLE INSURANCE PROCEEDS.**

11. INDEMNIFICATION

CLIENT'S INDEMNIFICATION: Client will indemnify, defend, and hold harmless Karpel Solutions from and against any and all liability, damage, loss or expense (including reasonable attorneys' fees) arising out of (i) any claim, demand, action or proceeding, statutory or otherwise, relating to the use of the Website, Software, Documentation or Services in a manner not expressly described or permitted by this Agreement, (ii) use of the Website, Software, Documentation or Services in any unlawful manner or for any unlawful purpose, (iii) Karpel Solutions' use of Client Content as permitted by this Agreement that allegedly infringes upon or violates any third party Intellectual Property rights, or (iv) Karpel Solutions' use of Client Content as permitted by this Agreement that allegedly violates privacy rights or other rights with respect to Personally Identifiable Information of a third party.

KARPEL SOLUTIONS' INDEMNIFICATION: Karpel Solutions will indemnify, defend, and hold harmless the Client from and against any claim or suit brought against Client alleging that the Software directly infringes upon or violates any valid U.S. Intellectual Property rights. Karpel Solutions shall have the right to select counsel for purposes of its defense obligations hereunder and will at all times have the right to control the defense of such claim or suit. Karpel Solutions will not be liable for any cost or expense incurred by Client in connection with any such suit or claim, without Karpel Solutions' prior and specific authorization and consent. Client agrees to cooperate with Karpel Solutions and to provide such assistance as may be requested by Karpel Solutions in connection with the defense of such claim or suit.

Notwithstanding the foregoing, Karpel Solutions shall not be obligated to defend or indemnify Client if the infringement claim is based solely or in part upon or arises out of: (i) any modification of or alteration to the Software not made by Karpel Solutions, (ii) any combination or use of the Software with products, hardware or services not supplied by Karpel Solutions or approved in writing by Karpel Solutions in advance of such combination, (iii) Client's continuance of allegedly infringing activity after being notified of such activity, or after being informed of modifications that would have avoided the alleged infringement, (iv) Client's failure to use corrections or enhancements made available by Karpel Solutions, (v) use of the Software not in accordance with the applicable Documentation or this Agreement, or (vi) use of the Software in a manner for which it was neither designed nor contemplated.

In no event shall Karpel Solutions' total liability and obligation under this Section exceed the total fees Client has paid to Karpel Solutions under this Agreement in the twelve (12) month period prior to the assertion or filing of such claim against Client. The foregoing remedies constitute Client's sole and exclusive remedies, and Karpel Solutions' entire liability and obligation with respect to any suit or claim for infringement or misappropriation of third-party Intellectual Property rights or with respect to the Software.

NOTIFICATION OBLIGATIONS OF INDEMNIFIED PARTIES: The indemnification obligations set forth above will apply only if and to the extent (i) the indemnified party gives prompt written notice to the indemnifying party of the assertion of any such claims, demands, action or proceeding, (ii) the indemnifying party has the right to select counsel and control the defense and all negotiations for settlement thereof and (iii) the indemnified party provides all reasonable information, assistance and cooperation required to defend such claim, demand, action or proceeding. The indemnifying party shall not settle or dispose of any such claim, demand, action or proceeding without written notification to the indemnified party in the event that the proposed settlement or disposal would materially adversely impact the indemnified party.

12. TERMINATION

TERMINATION: Client may terminate this Agreement upon thirty (30) days' notice to Karpel Solutions of Client's intent to terminate in the event that Karpel Solutions has failed to perform under or materially breaches this Agreement. Thereafter, Karpel Solutions will have thirty (30) days from the receipt of such notice to cure the alleged failure or breach. If at the end of such thirty (30) day period, Karpel Solutions has not cured the alleged failure or breach, then Client may terminate this Agreement. Karpel Solutions may terminate this Agreement on thirty (30) days' written notice for any reason. Either party may immediately terminate this Agreement in the event the other party (i) files for, or has filed against it, a bankruptcy petition, and such petition is not dismissed within sixty (60) days of the filing date, (ii) ceases to conduct business in the normal course, (iii) makes an assignment for the benefit of its creditors, (iv) is

liquidated or otherwise dissolved, (v) becomes insolvent or unable to pay its debts in the normal course, or (vi) has a receiver, trustee or custodian appointed for it.

RIGHTS AFTER EXPIRATION OR TERMINATION: Upon expiration or termination of this Agreement, Karpel Solutions will immediately terminate Client's access to and use of the Website, Documentation, and Services. Upon expiration or termination of this Agreement, each party shall immediately cease use of any Confidential Information received from the other party. Within thirty (30) days of written request following termination or expiration of this Agreement, Karpel Solutions shall coordinate with Client with respect to the return of Client Content and Confidential Information obtained or shared during the course of the Agreement. Client understands that upon any termination or expiration of this Agreement, Client must return to Karpel Solutions (or at Karpel Solutions' election, destroy and certify such destruction in writing) any Documentation or other materials provided by Karpel Solutions, whether in written or electronic form, regarding the Website, Software or Services provided under this Agreement.

13. GENERAL PROVISIONS

NOTICES: Any notices provided under this Agreement will be in writing in the English language and will be deemed to have been properly given if delivered personally or if sent by (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) electronic means, followed by mailing a copy by regular U.S. mail, postage prepaid. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by Karpel Solutions and/or Client by written notice as described in this Section. All notices sent by mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by electronic means will be deemed given on the next business day after successful transmission.

Karpel Solutions
c/o Jeffery L. Karpel, CEO
9717 Landmark Parkway, Suite 200
St. Louis, MO 63127
(314) 892-6300
karpel@karpel.com

GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement is to be construed and governed by the laws of the United States and the State of Missouri, without regard to conflict of law's provisions. Any dispute arising out of or in connection with this Agreement must be brought exclusively in the appropriate court(s) located in St. Louis County, Missouri, and Client expressly waives any and all objections regarding jurisdiction, venue, and forum *non conveniens* in such court(s). If either Karpel Solutions or Client employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set forth below. This Agreement, together with the Master Terms and Conditions attached hereto and incorporated herein and all other attachments, constitutes the entire agreement between the parties, superseding all prior written and oral agreements. The parties hereto agree that this Agreement may not be modified, altered, or changed except by a written agreement signed by the parties hereto. Prior to acceptance of this Agreement, Karpel Solutions reserves the right to make modifications to this Agreement. The signatories warrant they have the authority to bind their respective party.

Winnebago County, IL

Karpel Solutions

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Initials _____

Mailing Contact:

Mailing Address:

Billing Contact:

Phone Number: _____

Email Address: _____

Billing Address:

Tax Exempt? No Yes ***If yes, please attach copy of tax exempt certificate***

Agency Project Manager Contact:

Phone Number: _____

Email Address: _____

Project IT Contact:

Phone Number: _____

Email Address: _____

Initials _____

14. MASTER TERMS AND CONDITIONS

KARPEL COMPUTER SYSTEMS, INC. (dba "Karpel Solutions"), MASTER TERMS AND CONDITIONS

GENERAL TERMS

1. ACCEPTANCE TERM. The proposal attached to these Master Terms and Conditions is tendered for acceptance in its entirety within thirty (30) days from the date of the proposal, after which it is to be considered null and void.
2. MODIFICATION AND WAIVER. Any modifications of this Agreement must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under the Agreement by any statement or representation other than (i) by an Authorized Representative and (ii) in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
3. ASSIGNMENT. This Agreement will inure to the benefit of and be binding upon Karpel Solutions, Client, and Karpel Solutions' successors and assigns. Notwithstanding the foregoing, Client may not assign or otherwise transfer this Agreement or Client's rights and obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or other transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and /or transfer this Agreement or Karpel Solutions' rights and obligations under this Agreement at any time and the Client's consent to such assignment or transfer is not needed.
4. FORCE MAJEURE. Neither party shall be deemed in default of this Agreement, to the extent that performance of its obligations or attempts to cure any breach thereof are delayed or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.
5. INDEPENDENT CONTRACTORS. The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without the other party's prior written approval.
6. SOFTWARE ANOMALIES. New commercial software releases or upgrades, or any hardware and/or software owned by or licensed to Client, used in connection with Karpel Solutions' Services may have anomalies, performance or integration issues unknown to Karpel Solutions which can impact the timely, successful implementation of information systems. Karpel Solutions will inform the Client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best efforts" basis. Karpel Solutions is not responsible for any delay or inability to complete its Services if such anomalies or performance issues occur. Client is responsible for payment for all of Karpel Solutions' Services at the rate stated in the Agreement whether or not a successful solution is achieved.

7. **SOFTWARE AUDIT.** Client agrees to allow Karpel Solutions the right to audit Client's use and license of the software at any time. Client will cooperate with the audit, including providing access to any books, computers, records or other information that relate to the use of Karpel Solutions. Such audit will not unreasonably interfere with Client's activities. In the event that an audit reveals unauthorized use, reproduction, distribution, or other exploitation of the software, Client will reimburse Karpel Solutions for the reasonable cost of the audit, in addition to such other rights and remedies that Karpel Solutions may have. Absent extenuating circumstances or circumstances which lead Karpel Solutions to believe that there has been unauthorized use, reproduction, distribution or other exploitation of Karpel Solutions by Client or Client's agents, Karpel Solutions will not conduct an audit more than once per year.
8. **CLIENT ENVIRONMENT.** Client is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard the software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans; and (e) employing qualified personnel to obtain the desired results. Karpel Solutions is not responsible for the loss of data in the software or security breaches that result in the unauthorized dissemination of data contained in Karpel Solutions that is the result of Client not following appropriate operating procedures, security and protective measures and/or following adequate backup contingency plans.
9. **MATERIALS.** Client Agrees to pay Karpel Solutions for materials purchased for the Client's use. Materials may include computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for Client. Client will reimburse Karpel Solutions for all out of town travel expenses, such as automobile/airline travel, hotel, meals, and cab fare provided these costs are discussed and approved in advance by Client. Billing for services rendered on-site on an as needed basis will include portal-to-portal (travel) time.
10. **COPYRIGHT.** Karpel Solutions reserves the right to seek damages if Client is responsible for a violation of Karpel Solutions' copyright, and Client assumes full responsibility for the acts and omissions of its agents acting in the course and scope of their duties for Client with respect to the protection of Karpel Solutions' copyright.
10. **INTERNET AND NETWORK.** Karpel Solutions makes the software available to Client through the Internet and/or Client's own network and systems, to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in the Internet and network communications on the Client's own network and systems. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's own computer systems and network, may prevent, interrupt or delay Client's access to Karpel Solutions. Client agrees that Karpel Solutions is not liable for and Client agrees to hold Karpel Solutions harmless from any delays, interruptions, suspensions or unavailability of Karpel Solutions attributable to problems with the Internet or the configuration of Client's computer systems or network.
11. **PASSWORD PROTECTION.** Access to Karpel Solutions is password-protected. Karpel Solutions provides multiple authentication alternatives for access to Karpel Solutions. **KARPEL SOLUTIONS STRONGLY**

ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION. Karpel Solutions is not responsible for Client's use of Karpel Solutions. Only the number of authorized users may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and agents who access Karpel Solutions. Client agrees that Karpel Solutions is not liable for and Client agrees to hold Karpel Solutions harmless from any unauthorized access to Karpel Solutions and data or information contained therein, including without limitation, access caused by Client's failure to protect the login and password information of users.

12. SYSTEM REQUIREMENTS. Karpel Solutions provides Karpel Solutions based upon the system requirements as specified by Karpel Solutions for Client. Client agrees that Karpel Solutions is not liable for and Client agrees to hold Karpel Solutions harmless from any failure of Karpel Solutions based upon Client's failure to comply with the system requirements of Karpel Solutions.
13. THIRD PARTY SOFTWARE. Karpel Solutions makes no warranties, express or implied, as to any third party software or as to Karpel Solutions' ability to support such software on an on-going basis.
14. LIMITED ENGAGEMENT. Karpel Solutions makes no warranties, express or implied, as to the quality of, or the ability of software developed by Karpel Solutions to operate with, any hardware, network, software, systems and/or external data flows already in place at Client's facilities or as may be added by the Client.

NON-SOLICITATION OF KARPEL SOLUTIONS EMPLOYEES

Karpel Solutions has invested substantial sums of money and large amounts of time in recruiting, supervising and training Karpel Solutions' employees. Client acknowledges that it has a unique opportunity to evaluate Karpel Solutions employees' performance, and has the potential to hire Karpel Solutions employees. Client further acknowledges that such hiring away would substantially disrupt Karpel Solutions' business and ability to provide its services for others. Client understands that Karpel Solutions' employees are subject to non-competition agreements; therefore, Client agrees during the term of this Agreement and for a period of two (2) years thereafter, Client will not in any manner, directly or indirectly, solicit, recruit or hire, or attempt to solicit, recruit or hire, or otherwise interfere with the employment or engagement of any other employees of Karpel Solutions who are employed or engaged by the Company at the time of the solicitation, attempted solicitation, and/or hire.

CONFIDENTIALITY

1. CONFIDENTIALITY. Neither party shall disclose or use any confidential or proprietary information of the other party. The foregoing obligations shall not apply to information which the party receiving the information can demonstrate: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.
2. PERSONALLY IDENTIFIABLE INFORMATION. The parties recognize that certain data Client or Karpel Solutions may use in conjunction with PbK may be confidential Personally Identifiable Information of third parties. Karpel Solutions shall use all best efforts to protect the confidentiality of Personally

Identifiable Information of third parties. Client Agreements that Karpel Solutions is not liable and Client agrees to hold Karpel Solutions harmless from any claims arising out of disclosure of Personally Identifiable Information caused by Client's own negligence or misconduct.

3. DISCLOSURE REQUIRED BY LAW. In the event that any Confidential Information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the Confidential Information requested.
4. SIMILAR PROGRAMS AND MATERIALS. Provided Karpel Solutions is not in violation of the provisions of this Agreement regarding confidentiality, the Agreement shall not preclude Karpel Solutions from developing for itself, or for others, programs or materials which are similar to those produced as a result of Services provided to Client.
5. INJUNCTIVE RELIEF. The parties acknowledge that any breach of the confidentiality provisions of this Section will cause irreparable harm to the other party. Accordingly, the parties agree that the non-breaching party may enforce the provisions of this Agreement by seeking an injunction, specific performance, criminal prosecution or other equitable relief without prejudice to any other rights and remedies the non-breaching party may have available to it.

MARKETING

1. Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions.
2. Provided Karpel Solutions is not in violation of the provisions of this Agreement regarding confidentiality, Karpel Solutions shall have the right to demonstrate for other prospective clients any application developed by Karpel Solutions under this Agreement and shall have the right to include information about any such application in marketing materials and presentations.

MISCELLANEOUS

1. ELECTRONIC DOCUMENTS. To the extent possible, and under the terms required by Client, Client and Karpel Solutions may communicate by electronic means, including but not limited to, facsimile documents and email. Both parties agree that: a signature or an identification code ("USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity; an electronic document that contains a signature or USERID is a signed writing; and that an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.
2. SEVERABILITY. If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of the Agreement shall remain in full force and effect.

Appendix A

MEMORANDUM OF UNDERSTANDING (MOU) **BETWEEN WINNEBAGO COUNTY STATE'S ATTORNEY AND KARPEL SOLUTIONS** **FOR PARTICIPATION IN STATEWIDE DATA SHARING** **FOR PROSECUTORBYKARPEL®**

Parties:

1. The parties to this MOU are Karpel Solutions and Prosecution Offices that are willing to contribute potentially Confidential, Personally Identifiable, Criminal Justice Information to a Statewide Search system for purposes of information sharing with other Prosecution Offices.
2. The parties agree that maximum participation by all Prosecution Offices will strengthen the purposes of this MOU. Accordingly, the parties anticipate and desire that other eligible offices will join this MOU from time to time in the future. A joining agency shall also be considered a party and shall have the same rights, privileges, obligations, and responsibilities as the original parties.

Authority

Each participating Office warrants that it has the legal authority to enter into this MOU and share Confidential Information, Personally Identifiable Information and Criminal Justice Information with each other and with Karpel Solutions for the sole purpose under this MOU for the delivery of a Statewide Search function.

Definitions

Confidential Information - Means information of either Karpel Solutions or Contributing Party which is disclosed under this MOU in oral, written, graphic, machine recognizable, electronic, sample or any other form by one office to the other, and which is considered to be proprietary, sensitive, or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes HOSTEDbyKarpel, PROSECUTORbyKarpel, and Statewide Search. The Confidential Information of Contributing Party includes, subject to the limitation below, Personally Identifiable Information and Criminal Justice Information. Confidential Information for purposes of this MOU does not include information with access restricted to certain users or teams within PROSECUTORbyKarpel by the Contributing Party.

Contributing Party - A Prosecuting Attorney's Office that is a party to this MOU.

Criminal Justice Information - Any information collected and retained by each Contributing Party within PROSECUTORbyKarpel and securely cached on HOSTEDbyKarpel for use by Statewide Search. Criminal Justice Information shall be considered Confidential Information. Criminal Justice Information includes limited information regarding defendants, co-defendants, court dates, charges, cases, and law enforcement referrals.

HOSTEDbyKarpel - Application and database delivery platform and website used by PROSECUTORbyKarpel to securely cache Confidential Information, Personally Identifiable Information, and Criminal Justice Information delivered through the Statewide Search function.

Information - Includes Confidential Information, Personally Identifiable Information and Criminal Justice Information.

Personally Identifiable Information - Means any information that may be used to identify specific persons or individuals, which is collected by each Contributing Party for use in conjunction with the use of PROSECUTORbyKarpel and Statewide Search on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information. Personally Identifiable Information includes pedigree information used to identify specific persons or individuals and may include, but is not limited to, date of birth, social security numbers, addresses, and alias names.

PROSECUTORbyKarpel - Means the PROSECUTORbyKarpel criminal case management system and specifically each Contributing Party's licensed copy of PROSECUTORbyKarpel.

Statewide Search - Functionality contained in PROSECUTORbyKarpel that allows each Contributing Party to query or search defendant information, co-defendant information, court dates charge and case information of other Contributing Parties.

Purpose

The Contributing Parties and Karpel Solutions agree that criminal history and case information currently available through other law enforcement and public portals is inadequate and sometimes incomplete.

The Contributing Parties and Karpel Solutions agree that the sharing of information between each Contributing Party will benefit criminal justice statewide as it will allow for better charging, filing and case disposition decisions.

The purpose of this Memorandum of Understanding (MOU) is to establish permissions and guidelines for the use of Personally Identifiable Information, Confidential Information, and Criminal Justice.

Information data the parties agree to share between each other and Karpel Solutions in connection with the Statewide Search function inside PROSECUTORbyKarpel that is housed in a secure database on HOSTEDbyKarpel.

In addition to the permissions and guidelines the purpose of the Statewide Search function is multifold:

1. Defendant information - Provide a mechanism for each Contributing Party to search and view basic defendant pedigree information that is contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel accessible only from inside PROSECUTORbyKarpel.
2. Charge and Case information - Provide a mechanism for each Contributing Party to search and view defendant charge, referral and basic case information contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.
3. Co-Defendant information - Provide a mechanism for each Contributing Party to search and view co-defendant information and associations that are contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.
4. Court Dates - provide a mechanism for each Contributing Party to search and view court date information for cases that are contained in each Contributing Party's installation of PROSECUTORbyKarpel and that is cached in a secure database on HOSTEDbyKarpel that is accessible only from inside PROSECUTORbyKarpel.

Ownership, Entry and Maintenance of Information

1. Each Contributing Party retains sole ownership of, exclusive control over, and sole responsibility over all the information it contributes through Statewide Search including Confidential Information, Personally Identifiable Information and Criminal Justice Information, and may at any time update, correct or delete any information contained in PROSECUTORbyKarpel. Any changes made to Information in PROSECUTORbyKarpel by the Contributing Party will be reflected in the Information shared through Statewide Search. Information shared through Statewide Search cannot be altered by the Contributing Party independent of PROSECUTORbyKarpel. All entries into Statewide Search are clearly delineated to identify the jurisdiction or Contributing Party.
2. Each Contributing Party has the sole responsibility and accountability for ensuring the information it enters into PROSECUTORbyKarpel and subsequently shared through Statewide Search was not obtained in violation of any federal, state, local or tribal law applicable to the Contributing Party.

3. Each Contributing Party has the sole responsibility and accountability for ensuring compliance with all applicable laws, regulations, policies and procedures applicable to the party's entry of information in PROSECUTORbyKarpel that is subsequently shared through Statewide Search and cached by Karpel Solutions on HOSTEDbyKarpel.
4. As information entered into PROSECUTORbyKarpel and subsequently shared through Statewide Search is separately maintained by each Contributing Party in their separate installation of PROSECUTORbyKarpel, and for which each Contributing Party is solely responsible and accountable, information is not alterable or changeable in the Statewide Search database in any way by any other Contributing Party.
5. Statewide Search is only populated with loaned information derived from each Contributing Party and is not intended to be an official repository of original records, or to be used as a substitute for one, nor is the information contained in Statewide Search accorded any independent record status. Statewide Search is merely an application to facilitate the sharing of copies of the information outlined above that is contributed from already existing records contained in each Contributing Party's installation of PROSECUTORbyKarpel.
6. Each Contributing Party agrees to treat information shared through Statewide Search, including Confidential Information, Personally Identifiable Information, and Criminal Justice Information as confidential to the extent authorized by law, including the Freedom of Information Act, 5.U.S.C. § 552, the Privacy Act, 5 U.S.C. § 552a, and STATE SUNSHINE LAWS.

Access to and Use of Information

1. Each Contributing Party will contribute Confidential Information, Personally Identifiable Information, and Criminal Justice Information automatically through PROSECUTORbyKarpel. Each Contributing party agrees and permits other Contributing Parties to access and use through the Statewide Search function such Confidential Information, Personally Identifiable Information, and Criminal Justice Information.
2. Each Contributing Party will have access via PROSECUTORbyKarpel through the Statewide Search function to Information securely cached on HOSTEDbyKarpel for use by Statewide Search.
3. Each Contributing Party agrees and understands that cases, persons, and other Information that is given an authorization level by each Contributing Party within PROSECUTORbyKarpel is not subject to dissemination to other Contributing Parties through Statewide Search. Such cases, persons and Information that are assigned specific users or teams (authorizations) through PROSECUTORbyKarpel authorization levels are excluded in Statewide Search results.
4. Prosecution Offices that are not Contributing Parties are not eligible to use Statewide Search function through PROSECUTORbyKarpel and will not have direct access to Statewide Search within PROSECUTORbyKarpel.
5. Each Contributing Party is responsible for providing its own Internet connectivity to use Statewide Search.
6. Karpel Solutions is responsible for securely caching Information for use by the Statewide Search function. Karpel Solutions houses Information within a secured datacenter that is CJIS compliant and SAS70 audited. Multiple levels of security are in place to access the physical systems along with multiple levels of authentication. All systems are backed up and a copy of those backups is kept in two different locations. Additionally, an outside third-party security audit is performed annually, testing both the network and application layers.
7. Karpel Solutions is responsible for providing a secure method of delivery of the Information that is requested through Statewide Search. Karpel Solutions accomplishes this by providing the information in an encrypted stream through SSL (Secure Sockets Layer) that is only accessible by Contributing Parties with the necessary GUID (Globally Unique Identifier) to access such Information.

8. Each Contributing Party has the sole responsibility and accountability for ensuring that the use of the Statewide Search function conforms with laws, regulations, policies and procedures applicable to the Contributing Party.
9. All Contributing Parties agree that any information that is accessed through Statewide Search may only be disseminated in the furtherance of a legitimate law enforcement investigation or criminal prosecution.
10. All Contributing Parties agree that Karpel Solutions is allowed to use Statewide Search for demonstration purposes showing only fictitious Information.

Effective Date, Duration, Modification and Termination

1. As among the Contributing Parties and Karpel Solutions, this MOU shall become effective as to each such party when an authorized representative of the party signs it.
2. This MOU shall remain in full force and effect for each Contributing Party as long as they continue to use PROSECUTORbyKarpel.
3. This MOU may be modified or altered upon the mutual written consent of the duly authorized representatives of each Contributing Party and Karpel Solutions. However, Karpel Solutions and the Contributing Parties may modify, address, and resolve technical and operational details with regards to the functionality of Statewide Search and PROSECUTORbyKarpel that relate to this MOU without obtaining the consent of all Contributing Parties provided that such does not conflict with this MOU.
4. This MOU may be terminated at any time by the mutual written agreement of the authorized representatives of all the parties. A duly authorized representative of a Contributing Party may also terminate participation in the MOU upon thirty (30) day written notice to all other parties. Karpel Solutions may terminate the provision of Statewide Search to the Contributing Parties upon thirty (30) day written notice to all the Contributing Parties. A Contributing Party's participation may also be terminated involuntarily if the Contributing Party is not in compliance with the terms of this MOU.
5. Upon termination of this MOU, Karpel Solutions agrees to return or destroy all data that is cached on HOSTEDbyKarpel for use by the Statewide Search function.

SO AGREED, the parties below have executed this MOU by the signatures of the authorized representative of the Contributing Party on the dates indicated below.

Winnebago County, IL

Karpel Solutions

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Initials _____

Statewide Data Sharing Portal Details

When PROSECUTORbyKarpel recognizes identical Persons in the Statewide Data Sharing Portal, the Statewide button will automatically turn blue. Selecting the Statewide button will show the data in the portal as seen below.

Bogus, Charles Robert Jr. Gang Member, Violent Criminal, Sex Offender, Strike 3

<input type="checkbox"/> Entity	Bogus, Charles Robert Jr.	Name	09-18-1968	DOB	50	Age	Place of Birth	919-99-9999	SSN			
<input type="checkbox"/> Int.	999 Losing His Way	Address 1	White	Race	Male	Sex	6'02	Height	195	Weight	81818	Local ID
Brady List		Address 2	Black	Hair	Brown	Eye	(555)555-5555	Phone	53245243	State ID		
Unavailable	Saint Louis	City	MO	State	63101	Zip	State-License#	CA 19191818238	LiCo/Class/Exp	665544333	Federal ID	
Police	Walmart	Employer	WRD-Ward of the Court 07-15-2015			Defendant Status						

Deceased
Statewide
CLEAR

Person Type	Contact Info	Address Hist
User Fields	Alias	Notes
Authorized	Relations	Schools
Marks/Tattoos	Gangs	Criminal Hist

Defendant	Witness	CoDefendant	Documents	Subscriptions	Finance	Civil		
Merced	03-01-2012	MSO 2014-05555	047-450671	CR-0032445	PC459 - First Degree Burglary, Person Presen...	F	PROBATION	INVEST
Merced	03-01-2012	MSO 2014-05598	047-450424	CR-556677-1	PC459 - First Degree Burglary, Person Presen...	F	OPEN	JURYTR
Merced	03-01-2012	MSO 2012-05511	047-449923	AP-654654	PC664/PC220(a)(2) - Assault With Intent To C...	F	CLOSED	FILED
Merced	09-27-2011	MSO 11-9199999	047-428330	CR-35214	HS11104(a) - Sale, Transfer And Furnishing A...	F	CLOSED	DISP

Party Search Results

Name	Address	City, State	Race	Sex	Birth Year
Grafton Bogus, Charly C	P.O. Box 666	North Haverhill, NH		Fem...	1959
Carroll Bogus, Charlene Test	123 Forest dr	Ossipee, NH	White	Fem...	1991
Rockingham Bogus, Charles James	1313 Main St.	Portsmouth, NH	White ...	Male	1968
Beknap Bogus, Charles Jimmy	1456 Loser Way	Center Barnstead, NH	White	Male	1968

Jurisdiction	Offense	Report#	File #	Court#	Charge	Status	Stage
Rockingham	09-13-2016 NH-FISH PD-55432		015-066192	CR-12345	Prohbtd Device; Fish & Game	CLOSED	Disposed

Case Information - Bogus, Charles James

File #

Report # Status Stage

L.E. Agency Jurisdiction

Assigned: Defense Attorney:

[Charges](#) [Co-Defend](#) [Court Dates](#)

CNT	Current/Plea Charge	Type	Class	Disposition	Sentence
1	Prohbtd Device; Fish & Game	V		Guilty-Plea	Home Confinement For Not More Than
2	AFSA - Victim<13	F	A	Dismissed- Bench	
3	AFSA - Victim<13	F	A	Dismissed- Bench	
4	AFSA - Victim<13	F	A	Dismissed- Bench	
5	FSA - Sexual Contact - Victim <13	F	B	Dismissed- Bench	



9717 Landmark Parkway | St. Louis, MO 63127 | (314) 892-6300

**WINNEBAGO COUNTY PUBLIC DEFENDER
WINNEBAGO COUNTY, IL**

CONTRACT FOR



DEFENDERbyKarpel® & HOSTEDbyKarpel®

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This agreement between Karpel Computer Systems Inc., a Missouri corporation, doing business as Karpel Solutions (hereinafter referred to as “Karpel Solutions”) and Winnebago County a political subdivision of the State of Illinois (hereinafter referred to as “Client”) is for the purposes of reviewing this proposal and to enter into this Agreement, together with the Master Terms and Conditions expressly incorporated herein, with respect to the license of Karpel Solutions’ copyrighted software program known as DEFENDERbyKarpel® (hereinafter referred to as “DbK”).

1. DEFINITIONS

1. “Confidential Information” means information of either Karpel Solutions or Client which is disclosed under this Agreement in oral, written, graphic, machine recognizable, electronic, sample or any other form by one of us to the other, and which is considered to be proprietary or trade secret by the disclosing party. Confidential Information of Karpel Solutions expressly includes, without limitation, the Software and Documentation. The Confidential Information of Client includes, without limitation, Personally Identifiable Information and Client Content. Confidential Information shall not include information which the party receiving the information can demonstrate: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.
2. “Client Content” means all data, information, documents, and files Client uploads or inputs into DbK on the Service through the website, including, without limitation, Personally Identifiable Information.
3. “Enhancements” means any specific configurations or customizations to the Software, which Client may request, and Karpel Solutions agrees in writing to provide.
4. “Documentation” means any operating instructions, specifications and other documentation related to the operation, description and function of DbK, the Service or Website provided by Karpel Solutions whether supplied in paper or electronic form.
5. “Intellectual Property” (IP) means any patents, patent applications, copyrights, mask works, trademarks, service marks, trade names, domain names, inventions, improvements (whether patentable or not), trade secrets, Confidential Information, moral rights, and any other intellectual property rights provided by applicable law.
6. “Hosted” or “Hosting” means the act of providing service and access to Client Content by the Internet.
7. “Personally Identifiable Information” (PII) means any information that may be used to identify specific persons or individuals, which is collected by either Karpel Solutions or Client for use in conjunction with the use of DbK on HOSTEDbyKarpel. Personally Identifiable Information shall be considered Confidential Information.

8. "DbK" mean the DEFENDERbyKarpel® case management system and specifically the Client's licensed copy of DbK.
9. "Service" means the HOSTEDbyKarpel hosting platform provided by Karpel Solutions which allows internet-based hosting of the Client's licensed copy of DbK through the Website.
10. "Service Level Requirements" means the technical service levels Karpel Solutions shall meet for Services as set forth below in the Service Level Commitments for the delivery of the Services.
11. "Software" means the Client's licensed copy of the DbK application, and includes any and all updates, enhancements, underlying technology or content, law enforcement transfer interfaces, other Enhancements and any Documentation as may be provided the Client by Karpel Solutions.
12. "Website" means the content and functionality currently located at the domain www.hostedbykarpel.com on the internet, or any successor or related domain that provides access to the Software and Service.

2. SCOPE OF WORK

Karpel Solutions will perform all work in accordance with the descriptions, scopes and specifications hereafter described.

<u>Deadline</u>		<u>Minimum Number of Days Out</u>
	Final Contract & Implementation Agreement signed. Project Pre-Implementation Meeting scheduled. Minimum Workstation requirements are explained to agency project manager.	90
	Workstation assessment completed and any necessary hardware or software ordered to meet PbK Installation Prerequisites.	80
	4-hour remote pre-implementation meeting with project manager and System Administrator(s). PbK Overview. Project Team is selected including Karpel Staff and Customer System Administrator(s). (One Customer System Administrator must be a Policy Setting Attorney). This meeting will begin with application overview and enhancement definitions. PbK Pre-load configuration is explained and initial Document Templates are received. Workflow pre-configuration is conducted.	60
	Teleconference status meeting with Karpel and agency project manager will occur to review progress on hardware/software assessments, finalize pre-implementation meeting timeline agreement.	50
	Agency Document Templates are received. System Administrator training begins. Workflow pre-configuration is conducted. System enhancements are completed and demonstrated.	45
	Teleconference status meeting with Karpel and agency project manager will occur to review progress and answer additional questions regarding pre-load spreadsheet.	40

	Karpel Support installation and application testing on each workstation should begin at this time. Karpel Solutions or local IT support will schedule workstation application testing and follow Karpel testing procedures to thoroughly test browser functionality, document generation, Outlook Calendaring and email on each workstation.	35
	The agency project manager will provide Karpel with any additional legacy documents.	35
	Training Schedule is completed with assignment of all office staff to specific training sessions. The Policy Setting Attorney must attend the initial Configuration, Case Initiation and Event Entry sessions at a minimum.	35
	Karpel will install the preliminary document templates and Event Entry Configuration. Application testing will begin. Agency project manager will report all inaccuracies to Karpel. All Custom Enhancements are tested and verified. Begin testing of all application interfaces.	30
	Complete installation and testing of all workstations by Karpel Solutions or local IT support.	14
	Final teleconference status meeting with Karpel and agency project manager to verify final data accuracy.	7
TBD	Final configuration of PbK is performed with all System Administrators. User training begins. Customer begins using PbK in a live state.	<u>Go Live</u>

(hereinafter referred to as “the Project Timeline”).

The above Go Live date will no longer be valid if Client fails to sign this contract within 30 days of receipt. Furthermore, the Project Timeline may be modified as mutually agreed upon by Client and Karpel Solutions.

Karpel Solutions will use its best efforts to convert existing Microsoft Word®, Microsoft Works® and Corel WordPerfect® documents provided by Client up to the time of training as outlined in the Project Timeline listed above into a format that can be utilized by DbK. However, Karpel Solutions does not support, nor will Karpel Solutions convert customized macros, auto-text files or other custom programming items not a part of the ordinary functionality of Microsoft Word®, Microsoft Works® and/or Corel WordPerfect®

3. OTHER WORK

Any additional work requirements outside the scope of this Agreement must be presented in the form of a written change order and must be approved by Client prior to start of such work. No additional charges will be incurred without prior written approval from Client.

4. GENERAL CLIENT RESPONSIBILITIES & OBLIGATIONS

In order for the project to be completed on time and on budget, Client shall provide at a minimum:

1. Access to Client facilities while onsite, as deemed necessary by the Karpel Solutions project manager.
2. Access to systems and equipment as required by Karpel Solutions including:

- a. DbK application access using Karpel Solutions laptops and Client's network for training and application testing.
 - b. Installation of the Karpel Solutions remote support tool on all desktops accessing the DbK application. Failure of Client to provide access to enable support tool will render the Karpel Solutions support null and void.
3. Access to Client data and document templates (if applicable) that will be provided by Client if such data is to be converted and populated by Karpel Solutions into DbK.
 - a. Legacy data (*i.e.*, any data from Client's current system which is being replaced under this Agreement) must be provided to Karpel Solutions as soon as possible but not later than 120 days from the above go live date. Data provided after this date will not be converted unless mutually agreed otherwise.
 - b. Document templates must be provided to Karpel Solutions as soon as possible but no later than 90 days from the above go live date. Document templates provided after this date will not be converted unless mutually agreed otherwise.
4. An authorized contact person with decision making authority to assist in the definition of any project unknowns.
 - a. Appointed decision maker must be present during the following activities:
 - i. Project kickoff
 - ii. Establishment of timeline
 - iii. Interface definition meetings
 - iv. Document review signoff
 - v. Data conversion signoff
5. Sufficient time, if applicable, for all data reviews which will include a minimum of:
 - a. Verification and review of ten (10) cases per year of any legacy system(s) data during each review.
 - b. Client is responsible for validating their data during the project (if applicable). Validating data is key to a successful implementation. If issues arise with converted data after go-live, Karpel Solutions will determine if a fix is possible and an additional fee for this work may be required for the work required to fix the issue.
6. **PASSWORD PROTECTION.** Access to the Software through the Service and Website is password-protected. Karpel Solutions provides multiple authentication alternatives for access to the Website and Software. **KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION.** Karpel Solutions is not responsible for Client's use of the Service, Website or Software. Only the number of users set forth in the Cost Sheet may access the Service and Website. Client must inform their users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and agents who access the Service and Website. Client agrees that Karpel Solutions is not liable for and Client agrees to hold Karpel Solutions harmless for any unauthorized access to the Service and Website, including without limitation access caused by failure to protect the login and password information of users.

7. **RESTRICTIONS ON USE.** Client agrees to conduct all activities on the Service and Website in accordance with all applicable laws and regulations. Access to the Service, Website, Software and Documentation must be solely for Client’s own internal use. Client may not (and may not allow any third party to) (i) alter, modify, decompile, mirror, translate, disassemble or otherwise reverse engineer any part of the Software, source code, algorithms, or underlying ideas of the Software; (ii) provide, lease, lend, subcontract, sublicense, or re-publish for,, service bureau or hosting purposes any or all of the Software or Documentation; (iii) reproduce, modify, copy, distribute, publish, display or create derivative works of any or all of the Software or Documentation or (iv) alter, remove, or obscure any copyright, trademark or other proprietary notices or confidentiality legends on or in the Software or Documentation.

8. **SUSPENSION.** Karpel Solutions reserves the right to immediately suspend access to Software and/or Website without notice and at any time if Karpel Solutions suspects or has reason to suspect a security or data breach, if suspension is necessary to protect Karpel Solutions’ rights, Client’s rights or the rights of a third party, if Client misuses the Software and/or Website, and/or if Client otherwise violates this Agreement. Karpel Solutions will provide note to client upon suspension of the Service and Website.

5. INVESTMENT SUMMARY

Karpel Solutions will perform its Services as set forth in this Agreement in exchange for payment as set forth below.

Software Products/Licensing	Qty.	Price	Total
DEFENDERbyKarpel	45	\$1,500	\$67,500
Total Software			\$67,500

Installation Services	Qty.	Price	Total
DEFENDERbyKarpel Installation and Configuration	1	\$1,000	\$1,000
Data Preload	1	\$5,000	\$5,000
Client Support Tool, Scanning Tool and System Compatibility Check (per computer)	45	\$50	\$2,250
Total Installation Services			\$8,250

Professional Services	Qty.	Price	Total
Project Management		No Additional Cost	
Pre-Implementation Services (hours, remote)	12	\$150	1 resource \$1,800
Data Conversion: FullCase	1	\$25,000	\$25,000
Mock Go-Live and System Administrator Training (30 days prior to go-live, hours, remote)	8	\$300	2 resources \$2,400
Document Template Setup, Training and Conversion of Up To 100 Document Templates	1	\$2,500	\$2,500
Total Professional Services			\$31,700

Training Services	Qty.	Price	Total
Onsite Training (days)	5	\$2,400	2 resources \$12,000
Post Go-Live Support and Training (remote days)	1	\$1,200	1 resource \$1,200
Total Onsite Training Services			\$12,000

Customization Services	Qty.	Price	Total
Interface: None	0		\$0
Total Customization Services			\$0

Estimated Travel Expenses **\$5,400**

Total One-Time Costs	\$124,850
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Annual Support Services	Qty.	Price	Total
DEFENDERbyKarpel	45	\$450	\$20,250
Unlimited eDiscovery	1	\$5,625	\$5,625
Hosted Services (per user/year)	45	\$100	\$4,500
Total Annual Support Services			\$30,375

Optional Items	Price
JasperSoft Reporting Module	\$1,000
<i>JasperSoft Reporting Module Annual Support</i>	\$5,000
<i>JasperSoft Reporting Module Training (minimum)</i>	\$600
Custom Reports (per report)	\$1,000
Document Template Conversion After 100 Documents (per document)	
<i>Criminal document templates</i>	\$25
<i>Civil document templates</i>	\$50
Additional Storage After Included 2TB (per terabyte, per year)	\$1,000
Additional Storage After Included 2TB (per 100 terabytes, per year)	\$32,000

This pricing is based upon the following terms and conditions:

1. Interfaces must conform to the appropriate DEFENDERbyKarpel® Information Exchange Package Documentation (IEPD) for that interface. Interfaces that do not conform to the appropriate DEFENDERbyKarpel IEPD (i.e., require a new schema to be designed or database modification), will require Karpel Solutions and Client review before approval of both design and potential additional development and maintenance costs.
2. All phase one (1) interfaces must have an IRF (Interface Request Form) completed and signed off by all parties within 30 days of the project kick-off meeting. If not completed within this time frame, the interfaces will be automatically moved into phase 2.

PLEASE NOTE: THERE MAY BE ADDITIONAL COSTS FROM THE OTHER VENDOR(S), WHICH IS NOT INCLUDED WITHIN THE ABOVE PRICING FOR THIS CONTRACT, AND WHICH WILL BE BILLED SEPARATELY. CLIENT SHALL BE SOLELY RESPONSIBLE FOR THESE SEPARATE COSTS.

3. Interfaces not currently in production will be considered as “Phase 2” and implemented post-go live.
4. The above costs do not include additional hardware, Microsoft licenses, or networking services which may be necessary to properly and legally operate DbK. Such expenses are solely the Client’s responsibility.
5. Changes to the Project Timeline or project scope will impact other work of Karpel Solutions and will result in an increased financial burden to Karpel Solutions. As such, if a scheduled go-live date is rescheduled due to delays by the client or a client’s 3rd party vendor, a penalty of 10% of the total first year costs may be assessed by Karpel Solutions as compensation to Karpel Solutions for costs incurred and lost time, including, but not limited to, costs associated with booked travel and accommodations and time that will be lost on other client start dates as a result of Client’s change to the Project Timeline.
6. Karpel Solutions will honor pricing proposals for Optional Services for up to 90 days of execution of this Agreement. Upon the request of Client to provide an Optional Service, an official notice to begin the service must be received from Client before the Optional Services will be provided by Karpel Solutions. This is to ensure there are no misunderstandings between Client and Karpel Solutions as to the provision of Optional Services.
7. The aggregate document / file storage space included with the stated hosted service fee is two terabytes (2TB) of storage per instance of DbK. If the Client’s storage exceeds 2TB in any instance, any additional storage above 2TB will automatically be added to the Client’s bill at a flat rate of \$1,000 per 1TB, per year. Client hereby consents to this additional charge in advance and waives any requirement for additional notice regarding the same.
8. Hosted eDiscovery services will be invoiced monthly at the rate of \$1 per submission to the hosted eDiscovery site if Client does not elect the unlimited annual fee option.
9. All travel costs are estimates and the Client is responsible for all the project’s actual travel expenses to include airfare, lodging, ground transportation, meals, and incidental expenses.
10. As with any project, all prices herein are subject to change as new information arises that will alter or impact the project or as workload for the project increases. Karpel Solutions will seek approval from Client if additional work becomes necessary to make requested changes during the project.
11. In the event Client or Karpel terminates this Agreement, Client understands and agrees to pay \$1,000 to Karpel Solutions as compensation for work to be performed by Karpel Solutions in connection with the return of Client Content and Confidential Information.

5.1 Payment Terms

50% of Software User Licenses is due and must be paid upon execution of this Agreement by Client, with the remaining amount, including first year annual fees, due and payable within thirty (30) days of completion of implementation of the Service and initial training provided to Client by Karpel Solutions.

TERM. Annual Fees in the Agreement will begin upon Client's go live month and will be due each year thereafter, unless Karpel Solutions or Client terminates this Agreement before the renewal date. This Agreement shall be for a term of one (1) year and shall automatically renew for subsequent one-year terms, unless either Karpel Solutions or Client gives notice to the other party at least thirty (30) days prior to the expiration of the then-current term of Karpel Solutions or Client's intent not to renew. Prior to the expiration of the term, Karpel Solutions will send Client a renewal invoice, which must be paid in full within thirty (30) days from the date of the invoice. Pricing for subsequent annual terms is subject to change at the sole discretion of Karpel Solutions. Karpel Solutions will provide Client with at least ninety (90) days' notice of any pricing change prior to the renewal date.

INTEREST AND LATE FEES. Past due accounts will be charged interest on a monthly basis, calculated at one and one-half percent (1.5%) per month of the unpaid balance or the maximum rate allowable by law.

6. ANNUAL SUPPORT

6.1 TECHNICAL SUPPORT FEES

Client understands that technical support fees will be required annually, in order to receive software updates and technical support. The support period shall begin from the date of go-live as part of the initial first year costs. The Client may elect to purchase subsequent annual support, on a yearly basis at a fixed cost, and billed annually, separate and apart from any license fees required by this Agreement. The option to purchase annual support is solely at the Client's discretion. The Client's license to use DbK is not dependent upon the Client purchasing annual support; however, if Client discontinues annual support, Client will not be provided with updated versions of the software, unless it is purchased. Provided Client's computers, network and systems meet recommended specifications set by Karpel Solutions and the Client has purchased and is current with annual support payments, Karpel Solutions will provide updated versions of the System and/or Software as they become available during the terms of the contract. If Client elects to renew the annual support service, Karpel Solutions has the right to increase current pricing for annual support at the time of renewal, provided that notice of the increased pricing is provided to Client prior to the effective date of the renewal of the annual support service.

6.1.1 SUPPORT PROVIDED

Karpel Solutions will provide support (e.g. software updates, general program enhancements and technical support) for all Software provided, including ongoing unlimited telephone technical support problem determination, and resolution.

6.1.2 HOURS OF OPERATION

Karpel Solutions will provide technical support Monday through Friday, at a minimum of eight (8) hours a day. Technical support services shall be available between the hours of 7:00 a.m. through 9:00 p.m. Central time, via a toll-free telephone number provided. After-hours support is available as well via the same toll-free number which will reach the on-call support group.

6.1.3 INCLUDED SUPPORT

Support services include the detection and correction of Software errors and the implementation of all DbK program changes, updates, and upgrades. Karpel Solutions shall respond to the inquiries regarding the use and functionality of the solution as issues are encountered by Authorized Users. Support to users will be provided through the remote support tool installed on the end user's computer. This tool was installed at the time of go-live allowing Karpel to provide the needed support to meet the service level agreement. If this access is not allowed, support will be delayed and the service level agreement (severity levels) will no longer be applicable.

6.1.4 RESPONSE TIMES

Karpel Solutions shall be responsive and timely to technical support calls/inquires made by the Client. The Client will first make support inquires through their qualified system administrators to assure the policies and business practices of the Client are enforced prior to contacting Karpel Solutions. The timeliness of the response is dependent upon the severity of the issue/support problem, as defined below:

The severity of the issue/support problem shall determine the average problem resolution response time as follows:*

**If the remote support tool is not installed or available, all issues will fall into the general assistance and the severity levels are no longer applicable.*

Severity Level 1 shall be defined as urgent situations, when the Client's production system is down and the Client is unable to use DbK, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the customer's call within one (1) business hour. Karpel Solutions shall resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business days, unless otherwise authorized in writing by the Client.

Severity Level 2 shall be defined as critical Software system component(s) that has significant outages and/or failure precluding its successful operation, and possibly endangering the customer's environment. DbK may operate but are severely restricted. Karpel Solutions' technical support staff shall accept the customer's call for assistance at the time the customer places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call within four (4) business hours. Karpel Solutions shall resolve Severity Level 2 problems as quickly as possible, which on average should not exceed three (3) business days, unless otherwise authorized in writing by the Client.

Severity Level 3 shall be defined as a minor problem that exists with DbK but the majority of the functions are still usable and some circumvention may be required to provide service. Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the customer places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day. Karpel Solutions shall resolve Severity Level 3 problems as quickly as possible, which should not exceed the next available release of Software, unless otherwise authorized in writing by the Client.

General Assistance: For general Software support/helpdesk calls not covered by the above severity level descriptions, Karpel Solutions' technical support staff shall accept the Client's call for assistance at the time the Client places the initial call; however, if such staff is not immediately available, Karpel Solutions shall return the Client's call on average no later than the next business day.

6.2 SERVICE LEVEL COMMITMENT

UPTIME: Karpel Solutions is committed to providing the Software, Website and Service in a consistent and reliable manner. Karpel Solutions will provide the Software, Website and Service to Client with a stated minimum uptime of 99.5% to Client.

SCHEDULED MAINTENANCE: Karpel Solutions periodically performs scheduled maintenance including, but not limited to, outline, preventative or emergency maintenance of the Software, Website, and/or Service. Client understands that schedule maintenance may affect availability of the Service, Website, and/or Software. If schedule maintenance is to be performed, Karpel Solutions will provide notice to Client three (3) days prior to the scheduled maintenance. Karpel Solutions will make every effort to schedule maintenance outside of normal business hours of the Client between the hours of ten (10) p.m. and five (5) a.m. Central Standard Time.

DATA RETENTION AND BACKUPS: As a part of the Service and Website, Karpel Solutions will maintain under this Agreement consistent, regular and validated backup both onsite and offsite of the Client Content, Confidential Information and Software. Backups occur and will be maintained pursuant to Karpel Solutions internal backup policies. Upon written request, Karpel Solutions will make available to Client a copy of Karpel Solutions' current backup policies and procedures.

AUDITS AND SECURITY: Karpel Solutions is committed to maintaining the security of Client Content, Confidential Information, and Software on Karpel Solutions' Service and Website. Karpel Solutions will maintain the Software, Website and Service in a reasonably secure manner, subject to Client's own obligations to protect and safeguard usernames and passwords on Client's end. Karpel Solutions will perform annual security audits of the Website and Service to ensure the integrity and security of the Website and Service. Results of the Audits and Security Policy for Karpel Solutions will be made available to Client upon written request.

DATA TRANSMISSION: Karpel Solutions ensures that all data transmitted to and from the Service and Website is transmitted at a minimum level of 128-bit SSL encryption using digital certificates issued by an internationally recognized domain registrar and certificate authority.

DATA LOCATION: Karpel Solutions will maintain the Service, Software, Client Content and

Confidential Information of Client in a SAS 70/SSAE 16 certified data facility.

7. OWNERSHIP OF INTELLECTUAL PROPERTY

KARPEL SOLUTIONS OWNERSHIP: Karpel Solutions retains all right, title and interest in and to the Software, Documentation, Website, Service, and related Intellectual Property. Any suggestions, solutions, improvements, corrections, or other contributions Client provides regarding the Software, Documentation, Website or Services will become the property of Karpel Solutions and Client hereby assigns all such rights to Karpel Solutions without charge. Client is granted a non-exclusive, non-transferable license with respect to the Software on the terms and conditions set forth in Section 8 below.

CLIENT OWNERSHIP: Client retains all rights, title, and interest in and to the Client Content. Client hereby grants to Karpel Solutions and Karpel Solutions hereby accepts a non-exclusive, non-transferable, worldwide, fully paid license to use, copy, and modify the Client Content solely to the extent necessary and for the sole purposes of providing access to the Software, Documentation, Website, and Services or otherwise complying with its obligations under this Agreement.

8. LICENSE TERMS AND USE

The Software, DbK, is a proprietary product of Karpel Solutions. It is licensed (not sold) and is licensed to Client for its use and only in accordance with the terms set forth below. During the term of this Agreement, Karpel Solutions hereby grants Client a non-exclusive, non-transferable right and license to use DbK solely in accordance with the terms of this Agreement. Client's license will terminate immediately and automatically upon the expiration or termination of this Agreement. Client may not sub-license any rights under this Agreement to any party without Karpel Solution's prior written consent. Client's license is subject at all times to Client's full compliance with this Agreement.

1. Karpel Solutions hereby grants Client a non-exclusive and non-transferable sublicense to use any associated manuals and/or documentation furnished.
2. Client cannot distribute, rent, sublicense, or lease the Software. A separate license of DbK is required for each authorized user or employee. Each license of DbK may not be shared by more than one full time employee or user (defined as working 20 hours or more per week), nor more than two (2) part-time employees or users (defined as working less than 20 hours per week each and working no more than 40 hours per week combined). The Client agrees that Karpel Solutions will suffer damages from the Client's breach of this term and further agrees that in the event of such breach by Client, Karpel Solutions shall be entitled to and Client must pay to Karpel Solutions the monetary equivalent of the costs that would have been incurred by Client had Client properly obtained the license, installation and training associated with each violation, in addition to any attorneys' fees and costs incurred by Karpel Solutions with respect to the same
3. This license does not transfer any rights to Software source codes, unless Karpel Solutions ceases to do business without transferring its obligations under this Agreement to another qualified software business. Karpel Solutions will, at Client's expense, enter into escrow agreement for the storage of the source codes.

4. DbK and its Documentation are protected by copyright and trade secret laws. Client may not use, copy, modify, or transfer the Software or its Documentation, in whole or in part, except as expressly provided herein. Karpel Solutions retains all rights in any copy, derivative or modification to the Software or its Documentation no matter by whom made. DbK is licensed for single installations of one full time employee or two part-time employees as defined in Section 8.2 above. A separate license is required for each installation of DbK. Client shall not provide or disclose or otherwise make available DbK or any portion thereof in any form to any third party. Client acknowledges that unauthorized copying and distribution will cause substantial damage to Karpel Solutions far greater than the value of the copies involved.
5. DbK was developed exclusively at private expense and is Karpel Solutions' trade secret. For all purposes of the Freedom of Information Act or any other similar statutory right of "open" or public records, the Software shall be considered exempt from disclosure. DbK is "commercial computer software" subject to limited utilization "Restricted Rights." DbK, including all copies, is and shall remain proprietary to Karpel Solutions or its licensors. In the event that a third party seeks to compel disclosure and/or production of the Software, the Documentation, and/or the Website by court order or otherwise, Client shall promptly give notice to Karpel Solutions so as to allow Karpel Solutions to take whatever steps it deems necessary to prevent such disclosure and/or production, and Client agrees to cooperate with Karpel Solutions in connection therewith.
6. Public Agency Participation: Other public agencies may utilize the terms and conditions established by this Contract. "Public agency", for purposes of this paragraph, is defined to include any city, county, district, public authority, public agency, municipality, and other political subdivision. Client is not an agent, partner, or representative of such public agency, and is not obligated or liable for any action or debts that may arise out of such independently negotiated procurements. These so called "piggy-back" awards shall be made independently by each public agency, and that agency shall accept sole responsibility for placing orders with Vendor. Client does not accept any responsibility or involvement in the purchase orders or Contracts issued by other public agencies. Any such contract by another public agency must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of such public agency.

9. WARRANTY

1. LIMITED WARRANTY: Karpel Solutions warrants it will provide the Services and Website in a professional manner by qualified personnel. Karpel Solutions warrants it has the requisite power and authority to enter into and perform its obligations under this Agreement. Karpel Solutions warrants that the performance by Karpel Solutions of any services described in this Agreement shall be in compliance with all applicable laws, rules and regulations. Karpel Solutions warrants it will provide access to and use of the Software, Service and Website in material accordance with the Service Level Commitment outlined in this Agreement. No representations or warranties as to the use, functionality or operation of the Website, Software, or Service are made by Karpel Solutions other than as expressly stated in this Agreement. Karpel Solutions disclaims all other warranties as set forth in Section 9.5 below.

2. INTERNET: Karpel Solutions makes the Website, Software and Services available to Client through the internet to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in Internet communications. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's computer systems, may prevent, interrupt or delay Client's access to the Service, Website or Software. Client agrees that Karpel Solutions is not liable for and agreed to hold Karpel Solutions harmless from any delays, interruptions, suspensions or unavailability of the Website or Software attributable to problems with the Internet or the configuration of Client's computer systems or network.
3. SYSTEM REQUIREMENTS: Karpel Solutions provides the Services and Website based upon the system requirements as specified by Karpel Solutions for Client. Client agrees that Karpel Solutions is not liable for and agrees to hold Karpel Solutions harmless from any failure of the Services, or the Software based upon Client's failure to comply with the system requirements of Karpel Solutions.
4. WARRANTY LIMITATION: The warranties set forth in this Agreement do not apply if non-compliance is caused by, or has resulted from (i) Client's failure to use any new or corrected versions of the Software or Documentation made available by Karpel Solutions, (ii) use of the Software, Documentation, Website, or Services by Client for any purpose other than that authorized in this Agreement, (iii) use of the Software, Documentation, Website, or Services in combination with other software, data or products that are defective, incompatible with, or not authorized in writing by Karpel Solutions for use with the Software, Documentation, Website, or Services, (iv) misuse of the Software, Documentation, Website, or Services by Client, (v) any malfunction of Client's software, hardware, computers, computer-related equipment or network connection, (vi) any modification of the Software, Documentation, Website, or Services not performed by or otherwise authorized by Karpel Solutions in writing, or (vii) an event of Force Majeure.
5. DISCLAIMER: THE FOREGOING WARRANTIES ARE EXCLUSIVE AND ARE MADE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS AND IMPLIED, WHICH ARE HEREBY DISCLAIMED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING OUT OF A USE IN TRADE OR COURSE OF DEALING OR PERFORMANCE. KARPel SOLUTIONS DOES NOT WARRANT (i) THAT ACCESS TO OR USE OF ALL OR ANY PART OF THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE CONTINUOUS, ERROR-FREE OR UNINTERRUPTED, (ii) THAT THE RESULTS ARISING OUT OF CLIENT'S USE OF THE SOFTWARE, DOCUMENTATION OR WEBSITE WILL BE ACCURATE, COMPLETE OR ERROR-FREE, OR (iii) THAT THE SERVICE, SOFTWARE, DOCUMENTATION OR WEBSITE WILL MEET CLIENT'S NEEDS.
6. EXCLUSIVE REMEDIES: If the Software, Documentation, Website, or Services provided under this Agreement do not materially comply with the requirements stated in the Limited Warranty Section outlined above, Karpel Solutions' sole obligation shall be to correct or modify the Software, Documentation, Website or Services, at no additional charge to Client. If Karpel Solutions determines it is unable to correct what is non-conforming, Client's sole remedy will be to receive a refund of the fees paid for the non-conforming Services, even if such remedy fails of its essential purpose. In that event, Client may also elect to terminate this Agreement as set forth in Section 12 of this Agreement.

10. LIMITATION OF LIABILITY

CLIENT AGREES THAT KARPEL SOLUTIONS IS NOT RESPONSIBLE FOR ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT, EVEN IF KARPEL SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND CLIENT WAIVES ANY RIGHTS AND AGREES TO HOLD KARPEL SOLUTIONS HARMLESS FROM AND AGAINST ANY SUCH DAMAGES OR LOSSES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), STATUTE OR OTHERWISE. REGARDLESS OF THE FORM OF THE CLAIM, **KARPEL SOLUTIONS' TOTAL LIABILITY TO THE CLIENT SHALL BE LIMITED TO: (i) THE EXTENT AND AMOUNT OF ANY INSURANCE COVERAGE WHICH IS AVAILABLE FOR SUCH CLAIM(S), OR (ii) THE AMOUNT OF FEES CLIENT HAS PAID TO KARPEL SOLUTIONS PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRIOR TO SUCH CLAIM(S) ARISING. TO THE EXTENT THAT INSURANCE COVERAGE IS AVAILABLE FOR SUCH CLAIM(S), CLIENT'S SOLE RECOURSE SHALL BE PAYMENT OF ANY AVAILABLE INSURANCE PROCEEDS.**

11. INDEMNIFICATION

CLIENT'S INDEMNIFICATION: Client will indemnify, defend, and hold harmless Karpel Solutions from and against any and all liability, damage, loss or expense (including reasonable attorneys' fees) arising out of (i) any claim, demand, action or proceeding, statutory or otherwise, relating to the use of the Website, Software, Documentation or Services in a manner not expressly described or permitted by this Agreement, (ii) use of the Website, Software, Documentation or Services in any unlawful manner or for any unlawful purpose, (iii) Karpel Solutions' use of Client Content as permitted by this Agreement that allegedly infringes upon or violates any third party Intellectual Property rights, or (iv) Karpel Solutions' use of Client Content as permitted by this Agreement that allegedly violates privacy rights or other rights with respect to Personally Identifiable Information of a third party.

KARPEL SOLUTIONS' INDEMNIFICATION: Karpel Solutions will indemnify, defend, and hold harmless the Client from and against any claim or suit brought against Client alleging that the Software directly infringes upon or violates any valid U.S. Intellectual Property rights. Karpel Solutions shall have the right to select counsel for purposes of its defense obligations hereunder and will at all times have the right to control the defense of such claim or suit. Karpel Solutions will not be liable for any cost or expense incurred by Client in connection with any such suit or claim, without Karpel Solutions' prior and specific authorization and consent. Client agrees to cooperate with Karpel Solutions and to provide such assistance as may be requested by Karpel Solutions in connection with the defense of such claim or suit.

Notwithstanding the foregoing, Karpel Solutions shall not be obligated to defend or indemnify Client if the infringement claim is based solely or in part upon or arises out of: (i) any modification of or alteration to the Software not made by Karpel Solutions, (ii) any combination or use of the Software with products, hardware or services not supplied by Karpel Solutions or approved in writing by Karpel Solutions in advance of such combination, (iii) Client's continuance of allegedly infringing activity after being notified of such activity, or after being informed of modifications that would have avoided the alleged infringement, (iv) Client's failure to use corrections or enhancements made available by Karpel Solutions, (v) use of the Software not in accordance with the applicable Documentation or this Agreement, or (vi) use of the Software in a manner for which it was neither designed nor contemplated.

In no event shall Karpel Solutions' total liability and obligation under this Section exceed the total fees Client has paid to Karpel Solutions under this Agreement in the twelve (12) month period prior to the assertion or filing of such claim against Client. The foregoing remedies constitute Client's sole and exclusive remedies, and Karpel Solutions' entire liability and obligation with respect to any suit or claim for infringement or misappropriation of third-party Intellectual Property rights or with respect to the Software.

NOTIFICATION OBLIGATIONS OF INDEMNIFIED PARTIES: The indemnification obligations set forth above will apply only if and to the extent (i) the indemnified party gives prompt written notice to the indemnifying party of the assertion of any such claims, demands, action or proceeding, (ii) the indemnifying party has the right to select counsel and control the defense and all negotiations for settlement thereof and (iii) the indemnified party provides all reasonable information, assistance and cooperation required to defend such claim, demand, action or proceeding. The indemnifying party shall not settle or dispose of any such claim, demand, action or proceeding without written notification to the indemnified party in the event that the proposed settlement or disposal would materially adversely impact the indemnified party.

12. TERMINATION

TERMINATION: Client may terminate this Agreement upon thirty (30) days' notice to Karpel Solutions of Client's intent to terminate in the event that Karpel Solutions has failed to perform under or materially breaches this Agreement. Thereafter, Karpel Solutions will have thirty (30) days from the receipt of such notice to cure the alleged failure or breach. If at the end of such thirty (30) day period, Karpel Solutions has not cured the alleged failure or breach, then Client may terminate this Agreement. Karpel Solutions may terminate this Agreement on thirty (30) days' written notice for any reason. Either party may immediately terminate this Agreement in the event the other party (i) files for, or has filed against it, a bankruptcy petition, and such petition is not dismissed within sixty (60) days of the filing date, (ii) ceases to conduct business in the normal course, (iii) makes an assignment for the benefit of its creditors, (iv) is liquidated or otherwise dissolved, (v) becomes insolvent or unable to pay its debts in the normal course, or (vi) has a receiver, trustee or custodian appointed for it.

RIGHTS AFTER EXPIRATION OR TERMINATION: Upon expiration or termination of this Agreement, Karpel Solutions will immediately terminate Client's access to and use of the Website, Documentation, and Services. Upon expiration or termination of this Agreement, each party shall immediately cease use of any Confidential Information received from the other party. Within thirty (30) days of written request following termination or expiration of this Agreement, Karpel Solutions shall coordinate with Client with respect to the return of Client Content and Confidential Information obtained or shared during the course of the Agreement. Client understands that upon any termination or expiration of this Agreement, Client must return to Karpel Solutions (or at Karpel Solutions' election, destroy and certify such destruction in writing) any Documentation or other materials provided by Karpel Solutions, whether in written or electronic form, regarding the Website, Software or Services provided under this Agreement.

13. GENERAL PROVISIONS

NOTICES: Any notices provided under this Agreement will be in writing in the English language and will be deemed to have been properly given if delivered personally or if sent by (i) a recognized overnight courier, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) electronic means, followed by mailing a copy by regular U.S. mail, postage prepaid. Karpel Solutions' address for such notices is set forth below. Client's address for such notices will be the address on file with Karpel Solutions as provided by Client. Such address or contact information may be revised from time to time by Karpel Solutions and/or Client by written notice as described in this Section. All notices sent by mail will be deemed received on the tenth (10th) business day after deposit in the mail. All notices sent by overnight courier will be deemed given on the next business day after deposit with the overnight courier. All notices sent by electronic means will be deemed given on the next business day after successful transmission.

Karpel Solutions
c/o Jeffery L. Karpel, CEO
9717 Landmark Parkway, Suite 200
St. Louis, MO 63127
(314) 892-6300
karpel@karpel.com

GOVERNING LAW AND DISPUTE RESOLUTION. This Agreement is to be construed and governed by the laws of the United States and the State of Missouri, without regard to conflict of law's provisions. Any dispute arising out of or in connection with this Agreement must be brought exclusively in the appropriate court(s) located in St. Louis County, Missouri, and Client expressly waives any and all objections regarding jurisdiction, venue, and forum *non conveniens* in such court(s). If either Karpel Solutions or Client employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date set forth below. This Agreement, together with the Master Terms and Conditions attached hereto and incorporated herein and all other attachments, constitutes the entire agreement between the parties, superseding all prior written and oral agreements. The parties hereto agree that this Agreement may not be modified, altered, or changed except by a written agreement signed by the parties hereto. Prior to acceptance of this Agreement, Karpel Solutions reserves the right to make modifications to this Agreement. The signatories warrant they have the authority to bind their respective party.

Winnebago County, IL

Karpel Solutions

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Initials _____

Mailing Contact:

Mailing Address:

Billing Contact:

Phone Number: _____

Email Address: _____

Billing Address:

Tax Exempt? No Yes ***If yes, please attach copy of tax exempt certificate***

Agency Project Manager Contact:

Phone Number: _____

Email Address: _____

Project IT Contact:

Phone Number: _____

Email Address: _____

Initials _____

14. MASTER TERMS AND CONDITIONS

KARPEL COMPUTER SYSTEMS, INC. (dba "Karpel Solutions"), MASTER TERMS AND CONDITIONS

GENERAL TERMS

1. ACCEPTANCE TERM. The proposal attached to these Master Terms and Conditions is tendered for acceptance in its entirety within thirty (30) days from the date of the proposal, after which it is to be considered null and void.
2. MODIFICATION AND WAIVER. Any modifications of this Agreement must be in writing and signed by both parties. Neither party will be deemed to have waived any of its rights under the Agreement by any statement or representation other than (i) by an Authorized Representative and (ii) in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
3. ASSIGNMENT. This Agreement will inure to the benefit of and be binding upon Karpel Solutions, Client, and Karpel Solutions' successors and assigns. Notwithstanding the foregoing, Client may not assign or otherwise transfer this Agreement or Client's rights and obligations under this Agreement without the prior written consent of Karpel Solutions, and any purported assignment or other transfer without such consent will be void and of no force or effect. Karpel Solutions may assign and /or transfer this Agreement or Karpel Solutions' rights and obligations under this Agreement at any time and the Client's consent to such assignment or transfer is not needed.
4. FORCE MAJEURE. Neither party shall be deemed in default of this Agreement, to the extent that performance of its obligations or attempts to cure any breach thereof are delayed or prevented by reason of any act of God, government, fire, natural disaster, accident, terrorism, network or telecommunication system failure, sabotage or any other cause beyond the control of such party ("Force Majeure"), provided that such party promptly gives the other party written notice of such Force Majeure.
5. INDEPENDENT CONTRACTORS. The parties will be deemed to have the status of independent contractors, and nothing in this Agreement will be deemed to place the parties in the relationship of employer-employee, principal-agent, or partners or joint ventures. Neither party has the authority to bind, commit or make any representations, claims or warranties on behalf of the other party without the other party's prior written approval.
6. SOFTWARE ANOMALIES. New commercial software releases or upgrades, or any hardware and/or software owned by or licensed to Client, used in connection with Karpel Solutions' Services may have anomalies, performance or integration issues unknown to Karpel Solutions which can impact the timely, successful implementation of information systems. Karpel Solutions will inform the Client promptly if this occurs and will attempt to analyze, correct and/or work around the anomalies or performance issues on a "best efforts" basis. Karpel Solutions is not responsible for any delay or inability to complete its Services if such anomalies or performance issues occur. Client is responsible for payment for all of Karpel Solutions' Services at the rate stated in the Agreement whether or not a successful solution is achieved.

7. **SOFTWARE AUDIT.** Client agrees to allow Karpel Solutions the right to audit Client's use of DbK and license of DbK at any time. Client will cooperate with the audit, including providing access to any books, computers, records or other information that relate to the use of DbK. Such audit will not unreasonably interfere with Client's activities. In the event that an audit reveals unauthorized use, reproduction, distribution, or other exploitation of DbK, Client will reimburse Karpel Solutions for the reasonable cost of the audit, in addition to such other rights and remedies that Karpel Solutions may have. Absent extenuating circumstances or circumstances which lead Karpel Solutions to believe that there has been unauthorized use, reproduction, distribution or other exploitation of DbK by Client or Client's agents, Karpel Solutions will not conduct an audit more than once per year.
8. **CLIENT ENVIRONMENT.** Client is responsible for the application, operation and management of its information technology environment, including but not limited to: (a) purchasing, licensing and maintaining hardware and software; (b) following appropriate operating procedures; (c) following appropriate protective measures to safeguard the software and data from unauthorized duplication, modification, destruction or disclosure; (d) following adequate backup contingency plans; and (e) employing qualified personnel to obtain the desired results. Karpel Solutions is not responsible for the loss of data in DbK or security breaches that result in the unauthorized dissemination of data contained in DbK that is the result of Client not following appropriate operating procedures, security and protective measures and/or following adequate backup contingency plans.
9. **MATERIALS.** Client Agrees to pay Karpel Solutions for materials purchased for the Client's use. Materials may include computer hardware, software, hosting, facility leases, other services, telecommunications charges, freight, shipping, mailing, document reproduction and any other such costs incurred in performance of services for Client. Client will reimburse Karpel Solutions for all out of town travel expenses, such as automobile/airline travel, hotel, meals, and cab fare provided these costs are discussed and approved in advance by Client. Billing for services rendered on-site on an as needed basis will include portal-to-portal time.
10. **COPYRIGHT.** Karpel Solutions reserves the right to seek damages if Client is responsible for a violation of Karpel Solutions' copyright, and Client assumes full responsibility for the acts and omissions of its agents acting in the course and scope of their duties for Client with respect to the protection of Karpel Solutions' copyright.
10. **INTERNET AND NETWORK.** Karpel Solutions makes DbK available to Client through the Internet and/or Client's own network and systems, to the extent commercially reasonable, and subject to outages, communication and data flow failures, interruptions and delays inherent in the Internet and network communications on the Client's own network and systems. Client recognizes that problems with the Internet, including equipment, software and network failures, impairments or congestion, or the configuration of Client's own computer systems and network, may prevent, interrupt or delay Client's access to DbK. Client agrees that Karpel Solutions is not liable for and Client agrees to hold Karpel Solutions harmless from any delays, interruptions, suspensions or unavailability of DbK attributable to problems with the Internet or the configuration of Client's computer systems or network.
11. **PASSWORD PROTECTION.** Access to DbK is password-protected. Karpel Solutions provides multiple authentication alternatives for access to DbK. **KARPEL SOLUTIONS STRONGLY ENCOURAGES THE USE OF STRONG PASSWORD AUTHENTICATION.** Karpel Solutions is not responsible for Client's use of DbK. Only the number of authorized users may access the Service and Website. Client must inform their

users that they are subject to, and must comply with, all of the terms of this Agreement. Client is fully responsible for the activities of Client's employees and agents who access DbK. Client agrees that Karpel Solutions is not liable for and Client agrees to hold Karpel Solutions harmless from any unauthorized access to DbK and data or information contained therein, including without limitation, access caused by Client's failure to protect the login and password information of users.

12. **SYSTEM REQUIREMENTS.** Karpel Solutions provides DbK based upon the system requirements as specified by Karpel Solutions for Client. Client agrees that Karpel Solutions is not liable for and Client agrees to hold Karpel Solutions harmless from any failure of DbK based upon Client's failure to comply with the system requirements of Karpel Solutions.
13. **THIRD PARTY SOFTWARE.** Karpel Solutions makes no warranties, express or implied, as to any third party software or as to Karpel Solutions' ability to support such software on an on-going basis.
14. **LIMITED ENGAGEMENT.** Karpel Solutions makes no warranties, express or implied, as to the quality of, or the ability of software developed by Karpel Solutions to operate with, any hardware, network, software, systems and/or external data flows already in place at Client's facilities or as may be added by the Client.

NON-SOLICITATION OF KARPEL SOLUTIONS EMPLOYEES

Karpel Solutions has invested substantial sums of money and large amounts of time in recruiting, supervising and training Karpel Solutions' employees. Client acknowledges that it has a unique opportunity to evaluate Karpel Solutions employees' performance, and has the potential to hire Karpel Solutions employees. Client further acknowledges that such hiring away would substantially disrupt Karpel Solutions' business and ability to provide its services for others. Client understands that Karpel Solutions' employees are subject to non-competition agreements; therefore, Client agrees during the term of this Agreement and for a period of two (2) years thereafter, Client will not in any manner, directly or indirectly, solicit, recruit or hire, or attempt to solicit, recruit or hire, or otherwise interfere with the employment or engagement of any other employees of Karpel Solutions who are employed or engaged by the Company at the time of the solicitation, attempted solicitation, and/or hire.

CONFIDENTIALITY

1. **CONFIDENTIALITY.** Neither party shall disclose or use any confidential or proprietary information of the other party. The foregoing obligations shall not apply to information which the party receiving the information can demonstrate: (i) was in the possession of or known by it without an obligation of confidentiality prior to receipt of the information, (ii) is or becomes general public knowledge through no act or fault of the party receiving the information, (iii) is or becomes lawfully available to the receiving party from a third party without an obligation of confidentiality, or (iv) is independently developed by the receiving party without the use of any Confidential Information.
2. **PERSONALLY IDENTIFIABLE INFORMATION.** The parties recognize that certain data Client or Karpel Solutions may use in conjunction with DbK may be confidential Personally Identifiable Information of third parties. Karpel Solutions shall use all best efforts to protect the confidentiality of Personally Identifiable Information of third parties. Client Agreements that Karpel Solutions is not liable and Client agrees to hold Karpel Solutions harmless from any claims arising out of disclosure of Personally Identifiable Information caused by Client's own negligence or misconduct.

3. **DISCLOSURE REQUIRED BY LAW.** In the event that any Confidential Information is required to be disclosed pursuant to any law, code, regulation or court order from a court of competent jurisdiction, the receiving party shall give the disclosing party immediate written notice of such requirement and shall use its best efforts to seek or to cooperate with the disclosing party in seeking a protective order with respect to the Confidential Information requested.
4. **SIMILAR PROGRAMS AND MATERIALS.** Provided Karpel Solutions is not in violation of the provisions of this Agreement regarding confidentiality, the Agreement shall not preclude Karpel Solutions from developing for itself, or for others, programs or materials which are similar to those produced as a result of Services provided to Client.
5. **INJUNCTIVE RELIEF.** The parties acknowledge that any breach of the confidentiality provisions of this Section will cause irreparable harm to the other party. Accordingly, the parties agree that the non-breaching party may enforce the provisions of this Agreement by seeking an injunction, specific performance, criminal prosecution or other equitable relief without prejudice to any other rights and remedies the non-breaching party may have available to it.

MARKETING

1. Client agrees that Karpel Solutions may identify Client as a customer of Karpel Solutions in Karpel Solutions' written promotional and marketing materials, as well as in any oral or visual presentations regarding the business of Karpel Solutions.
2. Provided Karpel Solutions is not in violation of the provisions of this Agreement regarding confidentiality, Karpel Solutions shall have the right to demonstrate for other prospective clients any application developed by Karpel Solutions under this Agreement and shall have the right to include information about any such application in marketing materials and presentations.

MISCELLANEOUS


1. **ELECTRONIC DOCUMENTS.** To the extent possible, and under the terms required by Client, Client and Karpel Solutions may communicate by electronic means, including but not limited to, facsimile documents and email. Both parties agree that: a signature or an identification code ("USERID") contained in an electronic document is legally sufficient to verify the sender's identity and the document's authenticity; an electronic document that contains a signature or USERID is a signed writing; and that an electronic document, or any computer printout of it, is an original when maintained in the normal course of business.
2. **SEVERABILITY.** If any portion of this Agreement is held to be void, invalid or otherwise unenforceable, in whole or in part, the remaining portions of the Agreement shall remain in full force and effect.



J. HANLEY

WINNEBAGO COUNTY STATE'S ATTORNEY

MEMORANDUM

DATE: November 3, 2022
TO: Dan Magers
FROM: State's Attorney J. Hanley 
RE: Sole Source Justification – Karpel Prosecutor

This purpose of this memorandum is to provide written justification for the sole source procurement of "Karpel Prosecutor" case management software for the State's Attorney's Office (SAO). It is provided pursuant to Division 3, Section 2-332 of the Winnebago County Code of Ordinances, which is included below.

A. DIVISION 3. – CENTRALIZED PURCHASING SYSTEM

Sec. 2-332. – Definitions.

Sole source procurement. The situation resulting from the inability to obtain competitive bids, which may result because only one vendor or supplier possesses the unique ability to meet the particular requirements of the solicitation. Sole source procurement requires written justification from the requesting department explaining why there is only one source. Such justification will be reviewed by the director of purchasing for validity.

Sec. 2-357. – Source selection and contract formation.

(e) Sole source procurement. A contract may be awarded without competition when a department head determines, and director of purchasing concurs in writing, and it is not required by law, after conducting a good faith review of available sources, that the contract by its very nature is not suitable to competitive bids or proposals. The director of purchasing and responsible department head can conduct negotiations, as appropriate, as to price, delivery and terms. Examples of contracts which may not be suitable for competitive bids or proposals are contracts where:

- There is only one source for the required goods and supplies, equipment, service, or construction
- A sole supplier's item is needed for trial use or testing;
- Products are bought for over the counter resale;
- Purchases of used equipment.

A crucial consideration underlying the sole source justification is Section 3-9006 of the Illinois Counties Code which states that the SAO “shall control the internal operations of the State’s Attorney’s Office and procure the necessary equipment, materials, and services to perform the duties of that office.” While the County IT Department will be responsible for purchasing, installing, and implementing the software, it is necessary for the SAO to perform its duties.

I. Introduction

The adoption of Karpel Prosecutor will have profound effects on the SAO’s ability to operate effectively, particularly in a low-staffing environment and in light of the requirements of the Pretrial Fairness Act. It will transform nearly all aspects of the procedures used by the SAO to process, track, and handle cases.

Currently, the SAO is using “FullCase” as its case management software. There are two issues with the current system: First, it is at “end of life” and thus, needs to be replaced. Second, and related, it is outdated and does not meet the varying and ever growing needs of the SAO.

This process of choosing a software management software began approximately 6 months ago. It has been a collaborative effort between County IT, the Circuit Clerk and the Public Defender. Our collective research has led the SAO to conclude that Karpel Prosecutor provides benefits that competitors could not match. To conduct similar efforts on alternative case management systems would be unduly burdensome and cause delays that would further inhibit efforts at modernization, efficiency, and productivity.

The choice of which case management system to adopt is one which will likely reverberate across the SAO and county for years to come, and the decision is not made lightly, either in terms of cost or functionality. Karpel Prosecutor has been identified as the clear, best choice moving forward. For a decision with such impacts, it is essential that it be the correct one. For this reason, and more, sole-source procurement is appropriate for this scenario.

II. Current Issues Justifying Karpel Prosecutor

The SAO consists of more than 80 employees stationed in three separate offices on the criminal justice campus. The SAO handles thousands of criminal cases each year.

- A. The lack of a case management system has severely inhibited advances in paperless procedures and digital discovery, which results in costs spread across county departments. Currently, the SAO intake/screening process relies upon paper files. Each morning, there is a convoluted set of steps and data entry that takes place between 5am and 11am. The process relies upon paper files generated initially by law enforcement and then from and to the jail, SAO, clerk’s office, and trial court administration. This process is somewhat effective – but it is highly inefficient. It takes far too long and results in dual work and too much paper. The SAO’s aim to make the process less convoluted and paper dependent.

A case management system of the likes of Prosecutor by Karpel, if integrated into our existing legacy systems, would solve most of these issues, plus add a host of automation that will better allow routine things that take staff time – like notifications of subpoena date changes, compliance with ethical obligations, victim notifications, and more tasks,

many of which are not satisfactorily met due to staffing shortages. Additionally, some of these tasks are now legally required under the Pretrial Fairness Act (PFA).

- B. The efficiencies created by Karpel Prosecutor will greatly aid the SAO in meeting its PFA obligations. The PFA requires the SAO to do far more “work” relating to the intake and screening process and in preparing for detention hearings each day. Further, Karpel Prosecutor will aid in meeting the PFA’s notice requirements for victims of crimes.
- C. The lack of a cohesive and functional case management system has long been a burden on the SAO, but the Covid-19 pandemic exposed the deficiency in stark terms. During the pandemic, the SAO learned quickly how essential all employees are in the handling, processing, and creation of paper files and caseload management. Employees tasked with ‘working from home’ were limited in their productivity, as they did not have consistent, reliable access to case information and evidence, and processing cases by attorneys and staff who are not present in the office proved to be inefficient with our current systems. While attorneys and staff are back in the office, the modern workplace requires employees to have the ability/option of working from home when necessary.

III. Justification of Karpel Prosecutor as Sole Source

In researching case management software systems, the common theme developed that the Karpel Prosecutor case management system, a system designed entirely for use by prosecutor’s offices, has widespread adoption amongst dozens of Illinois county prosecutor offices and a track record of success in not only modernizing workflows, but integrating with legacy systems like Winnebago County’s.

The fact that Karpel Prosecutor is relied upon in so many counties makes it more likely that that Karpel will be responsive to Illinois’ quickly shifting legal landscape in the field of criminal law, most pertinently, the PFA. Adjustments will no doubt need to be made to address laws that are quickly changing procedural and other avenues necessary for a case management system to process and track.

In addition, the successes already proven by Karpel Prosecutor’s widespread adoption in Illinois comes with many benefits that other case management systems, even if technically proficient enough to match the level of sophistication offered by Karpel, simply cannot match. An important part of a case management system is automation of routine tasks, and template language for things like charging language on the panoply of Illinois codes and laws that the State’s Attorney routinely prosecutes. That Karpel has templates designed for, and routinely used in Illinois jurisdictions, means that much of the work of developing such templates is already done, and common charging language is used by many jurisdictions.

Karpel Prosecutor offers integration with Evidence.com. This third-party service is relied upon by Winnebago’s largest law enforcement agencies, including the Rockford Police Department and the Winnebago County Sheriff’s Office, to manage the dearth of evidence afforded with these agencies’ adoption of body-worn cameras. As Winnebago County agencies increasingly turn to Evidence.com, Karpel Prosecutor has already shown a commitment to integrating the services of Evidence.com into the software’s functionality. Given the wide adoption of Karpel Prosecutor by multiple equivalent offices in Illinois, Karpel continues to be the preferred case management system for the SAO, and the only one that appears to have the compatibility, functionality, and upgradeability to scale with the SAO’s advancing needs in this arena.

An additional concern with competitive bidding has been the ability of providers of such systems to integrate with Winnebago County's existing infrastructure, most notably, FullCourt Enterprise (FCE), which is the circuit clerk's case management software. It is viewed/used by all participants in the criminal justice system and any case management software used by the SAO must be able to interface with FCE. . Karpel Prosecutor has already successfully integrated FCE with its software in other jurisdictions.

For the reasons stated above, sole source procurement of Karpel Prosecutor is warranted.



SOLE SOURCE JUSTIFICATION FORM

(PLEASE COMPLETE AND ATTACH TO MUNIS REQUISITION)

ORG-OBJ-PROJECT#		REQUESTING DEPARTMENT	State's Attorney/Public Defender
MANUFACTURER	Karpel	PRODUCT	<input checked="" type="checkbox"/> SERVICE

DESCRIBE ITEM OR SERVICE BEING JUSTIFIED AND ITS FUNCTION:

This is a replacement for the current case management system for both the State's Attorney and Public Defender. See attached memo for more details.

THIS IS A SOLE SOURCE PURCHASE BECAUSE VENDOR IS:

- Sole provider of a licensed or patented good or service
- Sole provider of items that are compatible with existing equipment, inventory, systems, programs or services
- Sole provider of factory-authorized warranty service
- Sole authorized distributor – manufacturer has established territories (e.g. Caterpillar parts)
- The manufacturer (detail below or use attachment regarding why only this manufacturer's product can be used)
- The software manufacturer (and sole maintenance/update provider)
- Other – used equipment, distance for repair, trial test, over the counter resale (detail below or include an attachment)

REQUESTED SOURCE	Karpel	CONTACT	Blakelyn Bailey
EMAIL or PHONE	bbailey@karpel.com	WEBSITE	karpel.com

WHAT NECESSARY AND UNIQUE FEATURES DOES THIS PRODUCT OR SERVICE PROVIDE WHICH ARE NOT OFFERED FROM OTHER VENDORS? (Please be specific)


Please see attached memo.

WHAT STEPS WERE TAKEN TO VERIFY THESE UNIQUE FEATURES ARE NOT AVAILABLE ELSEWHERE? WERE OTHER BRANDS and/or MANUFACTURERS EXAMINED or CONSIDERED? (Please list below)

Please see attached memo.


 DEPARTMENT APPROVAL 3-28-23
 DATE


 COU ADMR OR CFO REVIEWED 3/28/23
 DATE


 PURCHASING REVIEWED 3-28-23
 DATE

**RESOLUTION
OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

2023 CR _____

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

SPONSORED BY: ANGIE GORAL, JAIME SALGADO, JOE HOFFMAN

**RESOLUTION AMENDING THE ORGANIZATIONAL STRUCTURE OF THE
RIVER BLUFF NURSING HOME BOARD OF DIRECTORS**

WHEREAS, on October 27, 2022, the County Board of the County of Winnebago, Illinois adopted a resolution, (2022-CR-142), which established the River Bluff Nursing Home Board of Directors (RBNH Board); and

WHEREAS, pursuant to said resolution, the RBNH Board shall be comprised of nine (9) members, including one (1) County Board member, and shall further be appointed by the Winnebago County Board Chairman with the advice and consent of the Winnebago County Board; and

WHEREAS, on February 23, 2023, nine (9) members for the RBNH Board were appointed by the Winnebago County Board Chairman and approved by the Winnebago County Board; and

WHEREAS, the Winnebago County Board desires to amend the organizational structure of the RBNH Board to increase the total number of members from nine (9) to eleven (11) to allow for additional experienced and capable individuals to represent the interests of River Bluff Nursing Home and the residents of Winnebago County.

THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois, that the River Bluff Nursing Home Board of Directors shall be comprised of eleven (11) total members, including one (1) County Board member, and appointed by the Winnebago County Board Chairman with the advice and consent of the Winnebago County Board

BE IT FURTHER RESOLVED, that the Resolution shall be in full force and effect immediately upon its adoption.

BE IT FURTHER RESOLVED, that the Clerk of the County Board shall prepare and deliver certified copies of this Resolution to the Administrator of River Bluff Nursing Home and the County Administrator.

Respectfully Submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

Agree

Disagree

Keith McDonald, Chairman

Keith McDonald, Chairman

Valerie Hanserd

Valerie Hanserd

Paul Arena

Paul Arena

John Butitta

John Butitta

Joe Hoffman

Joe Hoffman

Jaime Salgado

Jaime Salgado

Michael Thompson

Michael Thompson

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____ 2023.

ATTESTED BY:

Joseph V. Chiarelli
Chairman of the County Board
of the County of Winnebago, Illinois

Lori Gummow
Clerk of the County Board
of the County of Winnebago, Illinois

**DISCUSS
ADDITIONAL
POSITION IN
PURCHASING
OFFICE**

**ORDINANCE
OF THE
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

2022 CO ____

SUBMITTED BY: OPERATIONS AND ADMINISTRATIVE COMMITTEE

SPONSORED BY: KEITH MCDONALD

**AN ORDINANCE AMENDING “ORDINANCE 2018 CO 092”, PROHIBITING
THE USE OF GROUND WATER AS A POTABLE WATER SUPPLY BY THE
INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY
ANY OTHER METHOD**

WHEREAS, on October 11, 2018, the County Board of Winnebago County, Illinois (County) adopted an ordinance, 2018 CO 092, which prohibited the use of ground water as a potable water supply by the installation or use of potable water supply wells or by any other method for certain properties located with the county; and

WHEREAS, said ordinance was also codified, in part, as Section 50-15 of the Winnebago County Code of Ordinances; and

WHEREAS, certain property owners made a request to the County to amend the 2018 ordinance and allow their specific properties to be excluded from said ordinance; and

WHEREAS, pursuant to and by approval of this amended ordinance, certain properties in unincorporated Winnebago County, Illinois, have been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use, concentrations of certain constituents in the groundwater beneath the County may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, the above-described potential exceedances of Class 1 groundwater quality standards are not anticipated in the County’s deeper aquifers; and

WHEREAS, Winnebago County desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of the County of Winnebago, Illinois:

Section One. Groundwater Use Restriction Area.

Subject to the last sentence of this Section One, the use or attempted use of groundwater as a potable water supply from within the area shown by the dashed line on Exhibit A, attached to and made part of this ordinance, by the installation or drilling of wells or by any other method is hereby prohibited. This prohibition expressly includes Winnebago County. Notwithstanding the foregoing, the use or attempted use of groundwater as a potable water supply drawn from the Ironton-Galesville aquifer or a deeper aquifer within the properties indicated by a dotted line on Exhibit A, identified by PINs 16-31-100-020, 16-31-376-012, 16-31-376-009, 16-31-376-010, 16-31-376-013, 16-13-100-017 and 16-31-100-021, is not prohibited.

Section Two. Penalties.

Any person violating the provisions of this ordinance shall be subject to a fine of up to One Thousand Dollars (\$1,000,000) for each violation.

Section Three. Definitions.

“Person” is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

“Potable water” is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

Section Four. Repealer.

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

Section Five. Severability.

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

Section Six. Effective Date.

This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

Respectfully submitted,
OPERATIONS AND ADMINISTRATIVE COMMITTEE

AGREE

DISAGREE

Keith McDonald, Chairman

Keith McDonald, Chairman

John Butitta, Vice Chairman

John Butitta, Vice Chairman

Jean Crosby

Jean Crosby

Paul Arena

Paul Arena

Joe Hoffman

Joe Hoffman

Dorothy Redd

Dorothy Redd

Jaime Salgado

Jaime Salgado

The above and foregoing Ordinance was adopted by the County Board of the County of Winnebago, Illinois, this _____ day of _____, 2022.

Joseph V. Chiarelli, Chairman of the
County Board of the
County of Winnebago, Illinois

ATTEST:

Lori Gummow, Clerk of the
County Board of the
County of Winnebago, Illinois

STATE OF ILLINOIS, } ss.
COUNTY OF WINNEBAGO }

I, TIANA J. McCALL, County Clerk in and for said County, in the State aforesaid, do hereby certify that I have compared the foregoing attached copy of:

AN ORDINANCE PROHIBITING THE USE OF GROUND WATER AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD

with the original document which is on file in my office; and found it to be a true, perfect and complete copy of the original document.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County, at my office in the City of Rockford, in said County,

this 27th DAY OF NOVEMBER, 2018.

TIANA J. McCALL, Winnebago County Clerk

BY: Angela Reina Deputy County Clerk

**ORDINANCE
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS**

Submitted by: Operations & Administrative Committee

2018 CO 092

**AN ORDINANCE PROHIBITING THE USE OF GROUND WATER AS A
POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF POTABLE
WATER SUPPLY WELLS OR BY ANY OTHER METHOD**

WHEREAS, certain properties in unincorporated Winnebago County, Illinois, have been used over a period of time for commercial/industrial purposes; and

WHEREAS, because of said use, concentrations of certain chemical constituents in the groundwater beneath the County may exceed Class I groundwater quality standards for potable resource groundwater as set forth in 35 Illinois Administrative Code 620 or Tier 1 remediation objectives as set forth in 35 Illinois Administrative Code 742; and

WHEREAS, Winnebago County desires to limit potential threats to human health from groundwater contamination while facilitating the redevelopment and productive use of properties that are the source of said chemical constituents;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF WINNEBAGO COUNTY, ILLINOIS:

Section One.

The use or attempted use of groundwater as a potable water supply from within the area shown on Exhibit A, attached to and made part of this ordinance, by the installation or drilling of wells or by any other method, is hereby prohibited. This prohibition expressly includes Winnebago County.

Section Two. Penalties .

Any person violating the provisions of this ordinance shall be subject to a fine of up to One Thousand Dollars (\$1,000.00) for each violation.

Section Three. Definitions .

"Person" is any individual, partnership, co-partnership, firm, company, limited liability company, corporation, association, joint stock company, trust, estate, political subdivision, or any other legal entity, or their legal representatives, agents or assigns.

"Potable water" is any water used for human or domestic consumption, including, but not limited to, water used for drinking, bathing, swimming, washing dishes, or preparing foods.

Section Four. Repealer .

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed insofar as they are in conflict with this ordinance.

Section Five. Severability.

If any provision of this ordinance or its application to any person or under any circumstances is adjudged invalid, such adjudication shall not affect the validity of the ordinance as a whole or of any portion not adjudged invalid.

Section Seven. Effective date.

This ordinance shall be in full force and effect from and after its passage, approval and publication as required by law.

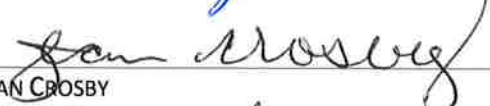
Respectfully Submitted,
**OPERATIONS & ADMINISTRATIVE
COMMITTEE**

AGREE

DISAGREE


GARY JURY, CHAIRMAN

GARY JURY, CHAIRMAN


JEAN CROSBY

JEAN CROSBY


ANGIE GORAL

ANGIE GORAL


JOE HOFFMAN

JOE HOFFMAN


KEITH McDONALD

KEITH McDONALD


ELI NICOLOSI

ELI NICOLOSI


DOROTHY REDD

DOROTHY REDD

The above and foregoing Resolution was adopted by the County Board of the County of

Winnebago, Illinois this 12th day of October, 2018.

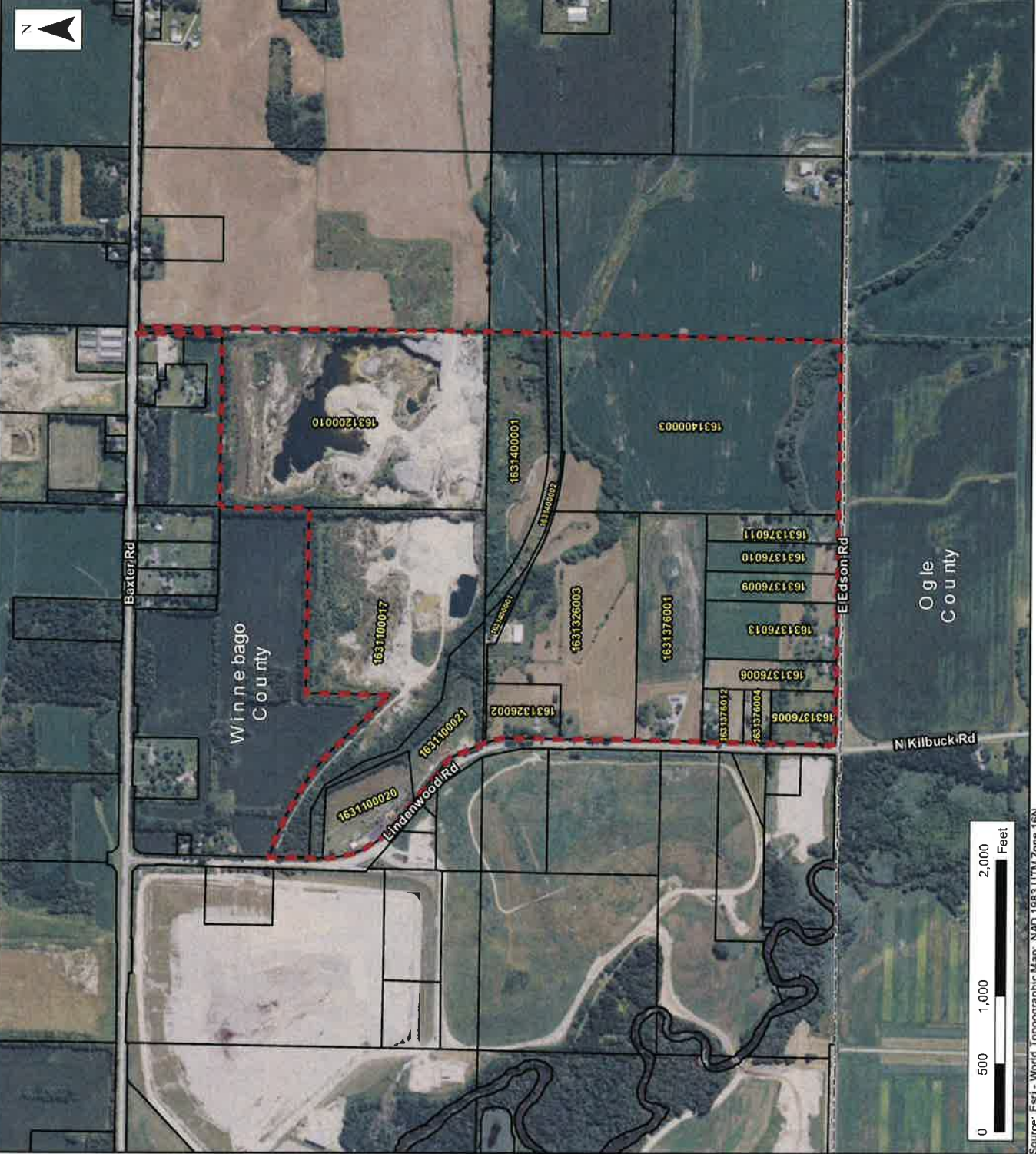
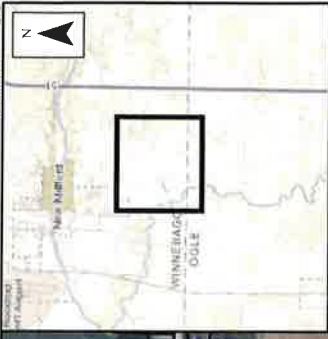

FRANK HANEY
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

ATTESTED BY:


TIANA MCCALL
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

DRAWN BY: GIS

REVISED: 03/15/2018. SCALE: 1:12,500 when printed at 8.5x11



Legend




-  Groundwater Use Restriction Area
-  County Boundary
-  Parcel Boundary



Exhibit A
Groundwater Use
Restriction Area Map
 Acme Solvent Reclaiming Inc. Site
 Winnebago County, Illinois



Source: Esri - World Topographic Map; NAD 1983 UTM Zone 16N

(24)

COMMITTEE: Operations & Administrative

SUBJECT: Ord. Prohibiting Use of Ground Water Supply by the Installation or Use of Portable Water Supply Wells

	AYES	NAYES	PRESENT	ABSENT	ABSTAINED
1. BIONDO, TED	✓				
2. BOOKER, AARON	✓				
3. BOOMER, DAVID	✓				
4. CROSBY, JEAN	✓				
5. FELLARS, DANIEL	✓				
6. FIDUCCIA, DAVID	✓				
7. GERL, BURT				✓	
8. GORAL, ANGIE	✓				
9. HOFFMAN, JOE	✓				
10. JURY, GARY	✓				
11. KELLEY, DAVID	✓				
12. MCDONALD, KEITH	✓				
13. NICOLOSI, ELI	✓				
14. REDD, DOROTHY	✓				
15. SALGADO, JAIME	✓				
16. SCHULTZ, STEVE	✓				
17. TASSONI, DAVID	✓				
18. WEBSTER, JIM	✓				
19. WESCOTT, FRED				✓	
20. WILSON, L.C.	✓				
TOTALS <i>Unanimous Vote</i>	18			2	

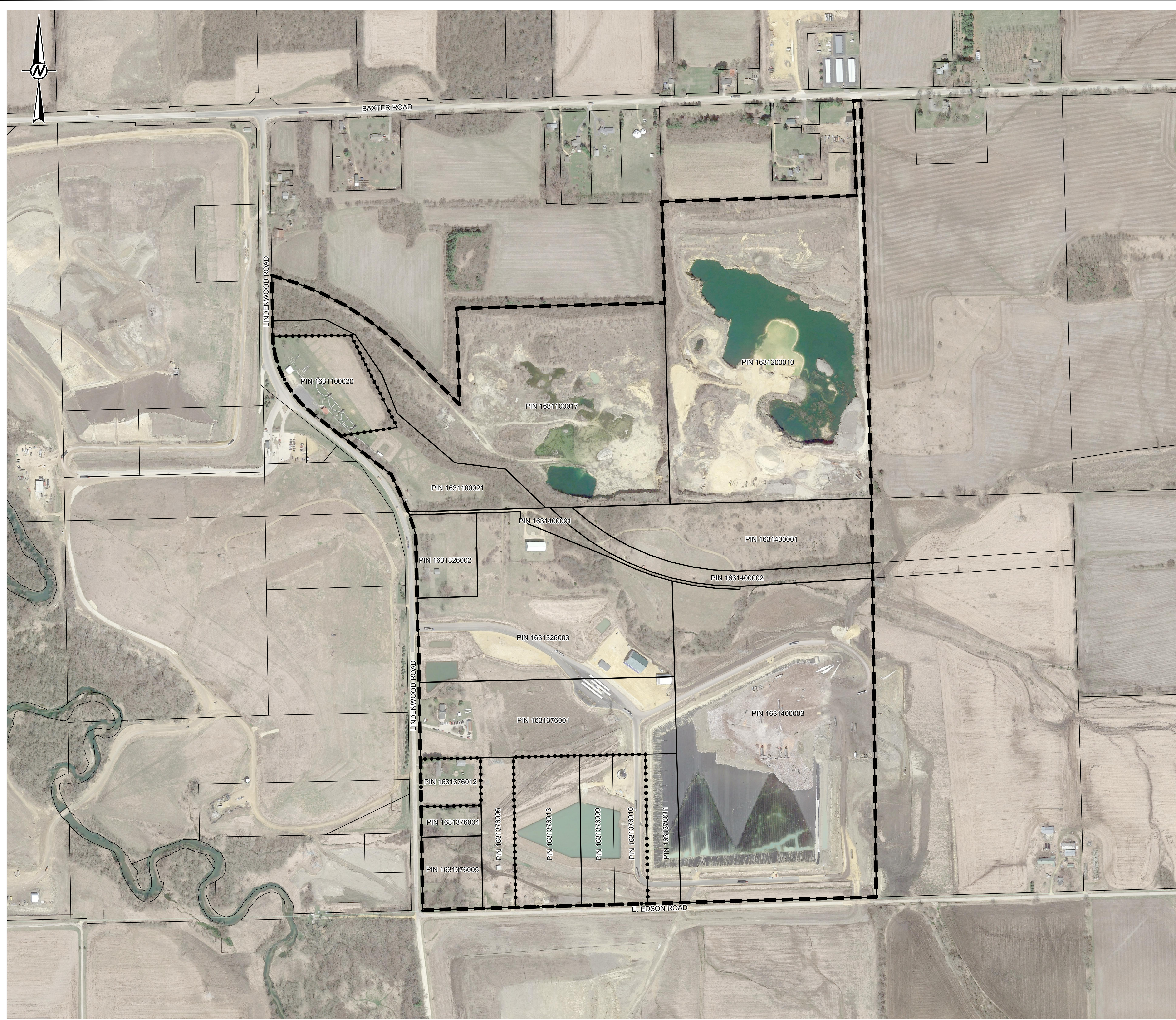
54 Suspend

COMMITTEE: Operations & Administrative

SUBJECT: Ordinance Prohibiting the Use of Ground Water Supply by the Installation or Use of Portable Water Supply Wells or Any Other Method

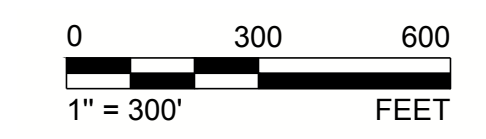
	AYES	NAYES	PRESENT	ABSENT	ABSTAINED
1. BIONDO, TED					
2. BOOKER, AARON					
3. BOOMER, DAVID					
4. CROSBY, JEAN					
5. FELLARS, DANIEL					
6. FIDUCCIA, DAVID					
7. GERL, BURT				✓	
8. GORAL, ANGIE					
9. HOFFMAN, JOE					
10. JURY, GARY					
11. KELLEY, DAVID					
12. MCDONALD, KEITH					
13. NICOLOSI, ELI					
14. REDD, DOROTHY					
15. SALGADO, JAIME					
16. SCHULTZ, STEVE					
17. TASSONI, DAVID					
18. WEBSTER, JIM					
19. WESCOTT, FRED				✓	
20. WILSON, L.C.					
TOTALS Voice Vote	18			2	

Path: \\golder-gis\ComplexData\office\Laurel\Cadd\Projects\Acme\Server\Rockford\Twp\199_PROJ\PROJECTS\20144696\0002_Land\Agreement\02_PRODUCTION\DWG1 | File Name: 20144696-0002-009.dwg | Last Edited By: amorales Date: 2022-07-18 Time: 2:47:33 PM | Printed By: AMorales Date: 2022-07-18 Time: 3:37:02 PM



LEGEND
- - - - - GROUNDWATER USE RESTRICTION ORDINANCE AREA

REFERENCE(S)
1. PARCEL BOUNDARIES TAKEN FROM KOORDINATES.COM
2. AERIAL FROM GOOGLE EARTH PRO (2021)



CLIENT

PROJECT

TITLE
EXHIBIT A

CONSULTANT	YYYY-MM-DD	2022-06-17
	DESIGNED	KT
WSP GOLDER	PREPARED	GLS
	REVIEWED	
	APPROVED	

PROJECT NO. 20144696	CONTROL 0002-009	REV. A	FIGURE
-------------------------	---------------------	-----------	--------

IF THIS MEASUREMENT DOES NOT MATCH WHAT IS SHOWN, THE SHEET SIZE HAS BEEN MODIFIED FROM ARCH D



300 N. LaSalle Street
Suite 4000
Chicago, IL 60654-3406
312-715-5000
Fax 312-715-5155
www.quarles.com

Attorneys at
Law in
Chicago
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
Tampa
Tucson
Washington,
D.C.

VIA E-MAIL

Writer's Direct Dial: 312-715-5158
E-Mail:
Michael.Mostow@quarles.com

Lafakeria S. Vaughn
Chief of the Civil Bureau
Winnebago County State's Attorney's Office
400 W. State Street, Suite 804
Rockford, IL 61101

**RE: Amendment to Ordinance 2018 CO 092 Prohibiting
the Use of Groundwater for Potable Purposes**

Dear Ms. Vaughn:

As we discussed, I am writing to summarize the request of the Acme Solvents RD/RA Group ("Group") to amend Ordinance 2018 CO 092, and to confirm that the Group would like the County to consider our request separately from the similar petition of the Northern Illinois Rifle and Pistol Club ("NIRPC"). I have also enclosed a Fact Sheet that the County may find useful. The Group asks that the Operations and Administrative Committee consider the Group's request during the Committee's October 20, 2022 meeting.

Summary

In 1993, the Group and Winnebago Reclamation Service ("WRS") entered into an agreement whereby the Group purchased potable water from WRS' supply well, often referred to as Well #1 or the GREATS Well. The Group provided this drinking water to certain properties near the Acme site, as required by the 1992 Consent Decree between Group members and USEPA. The Group does not own any property in the Ordinance area. Rather, the Group is connected to the Acme site by the 1992 Consent Decree.

In 2019, WRS terminated the 1993 agreement and told the Group that WRS could shut off the Group's access to Well #1 at any time and without notice. That action prompted the Group to find an alternative way to fulfill its Consent Decree obligations to provide potable water to the remaining parcels still entitled to the water.

The only viable means is to install wells in the Ironton-Galesville aquifer. USEPA approved that method in September 2022, and in its 2022 Five Year Review of the Acme site, USEPA targeted the installation of the Ironton wells by the end of 2022.

For the Group to install the wells, the County must amend Ordinance 2018 CO 092 to allow Ironton-Galesville potable wells at parcels PIN 1631100020, which is owned by NIRPC and

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operated by the Rockford Skeet Club, and PIN 1631376012, which is owned by the only residents in the Ordinance area. If the County amends the Ordinance, the Group intends to install these wells as soon as possible. Once installed, the wells would be owned by the property owners and subject to transfer the same as any improvement to real property, like a house or outbuilding.

As part of an agreement the Group is negotiating with WRS and its affiliate, the Winnebago Landfill Company ("WLC"), the Group has also requested that the County amend the Ordinance to allow an Ironton well on the parcels owned by WRS or WLC, PINs 1631376013, 1631376009, and 1631376010.

Last, the July 5, and July 20, 2022 letters and the attached Fact Sheet explain the technical reasons why installation of Ironton-Galesville wells will yield safe, potable water.

NIRPC

In July and September 2022, counsel for NIRPC asked that two other parcels NIRPC owns be added to the Group's request to amend the Ordinance, in addition to NIRPC's adjacent Rockford Skeet Club parcel. As the Group has stated before, the Group has no opinion at this time regarding NIRPC's request. The Group, however, asks that the County's consideration of NIRPC's request be considered separately from the Group's. Explained above, the Group urgently needs the amendment and wants to avoid any potential distractions.

If the County has any questions, please contact me. We appreciate your time and attention.

Best regards,



Michael S. Mostow

MSM:rm
Attachment

cc: Todd Marshall, Winnebago County
Lolita Hill, USEPA
Nicole Wilson, IEPA
Dave Crass (Landfill Counsel)
Steve Finn, Golder (Group Project Coordinator)

Attachment: Fact Sheet

Fact Sheet

October 2022

Acme Solvents RD/RA Group

Background

From the 1960s to 1970s, Acme Solvent Reclaiming Inc. (the Acme Company) disposed of waste liquids and sludge on its 20-acre site located on Lindenwood Road in Winnebago County, IL. The Acme Company transported these materials to the Site from its nearby solvent recycling business.

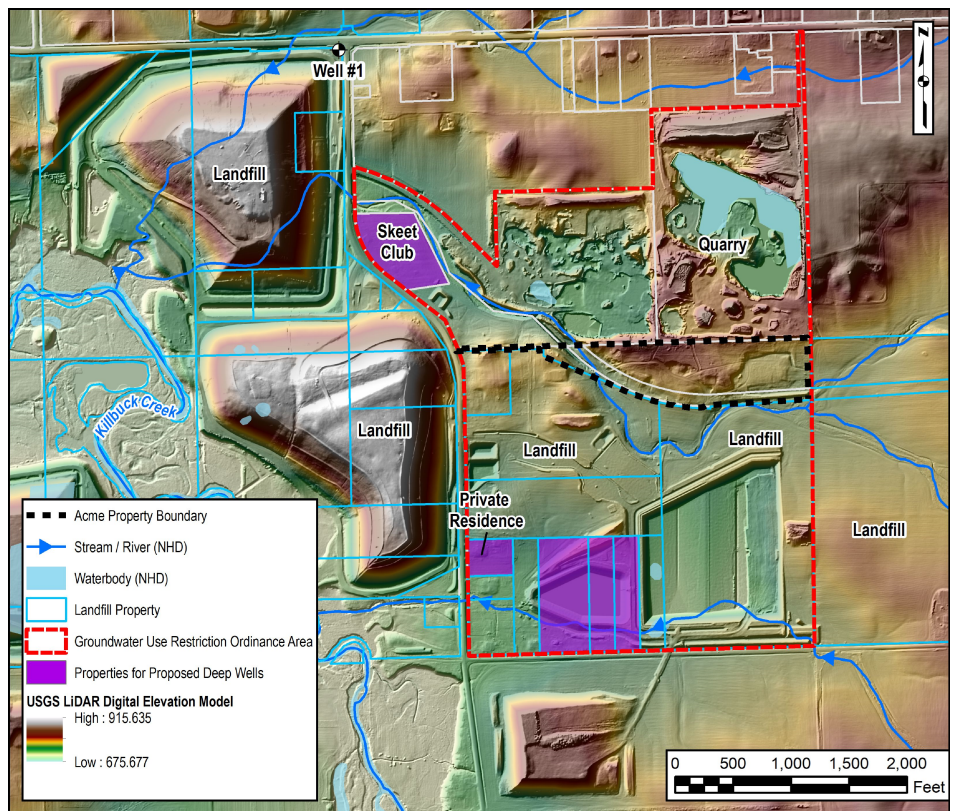
In 1981, State investigations found volatile organic compounds (VOCs) and other contaminants in the soil and groundwater on the Site. The U.S. Environmental Protection Agency (USEPA) in 1983 added the 20-acre Site to its Superfund program's National Priorities List.

In 1992, the USEPA entered into a Consent Decree with 31 parties, collectively referenced as the Acme Solvents RD/RA Group (the Group). The majority of these parties had hired the Acme Company to reclaim their used solvents from their manufacturing operations, allowing them to be reused.

Because the Acme Company was insolvent, the Group agreed to clean up the soil and groundwater contaminated by the Acme Company's operations. As part of the remedy for the Site and per the USEPA's direction, the Group closed nearby shallow drinking water wells and constructed an alternate water supply (AWS) for affected parcels near the Site.

In collaboration with the USEPA, the Group has conducted significant cleanup of the Site, including removing and treating contaminated soil, installing and operating a soil-vapor extraction system, installing and operating a groundwater pump-and-treat system, and constructing an AWS pipeline to serve the affected neighboring properties.

Additionally, Winnebago County passed in November 2018 County Ordinance 2018 CO 92 to prohibit installation



of wells for drinking water at the Site and a number of surrounding parcels. The Group continues regularly to monitor groundwater quality at the Site and surrounding area and is conducting additional work to finalize cleanup and remediation of the Site.

Historical Land Use

In the 1980s, agriculture, quarrying, single-family dwellings and landfill operations were the primary uses of the land surrounding the Site. Over time, Winnebago Reclamation Services (WRS), the primary landfill operator, acquired property in the area and expanded operations.

Today, the area largely is industrial. WRS owns and operates landfills to the west, south and east of the Site. The Northern Illinois Rifle & Pistol Club (NIRPC), the Rockford Skeet Club (acquired by NIRPC) and a quarry bound the Site to the north.

How nearby parcels receive water

For almost 30 years, the Group has purchased and provided water via the AWS pipeline from a supply well operated by neighboring WRS. This large supply well (the Great Well or Well 1), is northwest of the Site, outside the current footprint of the County ordinance.

Today, only two remaining properties (a private residence and the Rockford Skeet Club) listed under the Consent Decree continue to use drinking water provided by the Group; however, WRS in 2019 terminated the agreement providing the Group's access to supply Well 1, and WRS asserted its right to disconnect the water supply at any time and without notice.

As a result, the Group has been seeking a clean, reliable, convenient and permanent AWS for the remaining two nearby property owners, continuing to fulfill its obligations under the Consent Decree.

(Continued on opposite side.)

The Ironton-Galesville Solution

The Group and its experienced team of environmental and engineering consultants have considered all options, and with no nearby municipal water supply, have determined the only safe and viable water supply in the area is at depths below the impacted upper aquifer under the Site. Tapping into this safe, deep-water supply involves installing and operating new wells in the deep Ironton-Galesville aquifer.

In September 2022, the USEPA approved the Group's use of the Ironton-Galesville wells as the AWS source of drinking water to serve the two properties, the Rockford Skeet Club and the remaining occupied residence in the groundwater ordinance area.

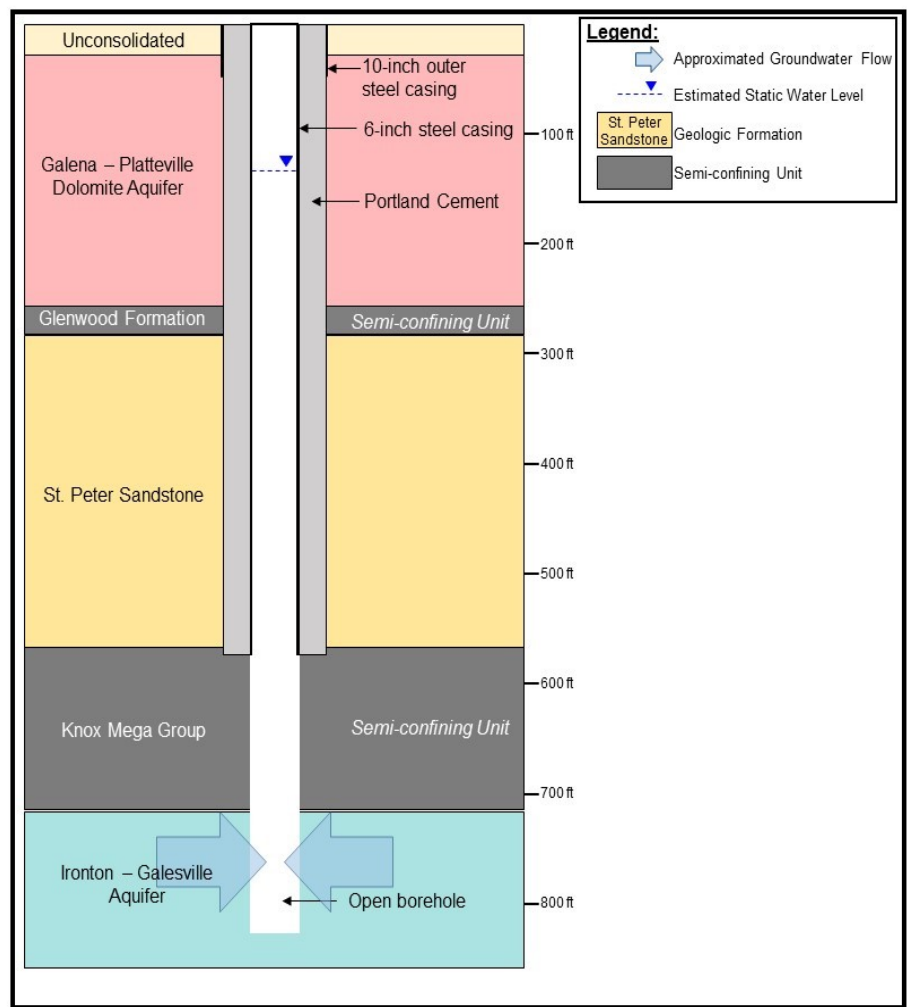
The aquifer system within the footprint of the County Ordinance has multiple layers, that together, extend hundreds of feet below ground surface. The water-bearing layers include the shallow Galena-Platteville, the intermediate St. Peter Sandstone, and the deep Ironton-Galesville aquifer.

Estimated to be more than 700 feet deep near the Site, the Ironton-Galesville aquifer is highly productive, yielding up to 500 gallons per minute of drinking water. The shallow Galena-Platteville is the most vulnerable to industrial and commercial operations.

In contrast, the deep Ironton-Galesville is protected naturally by two rock layers called "semi-confining layers," that inhibit downward flow.

To prevent downward flow from the Galena to the Ironton-Galesville, the Group will "seat and seal" wells into confining layers and fill outside the casing with cement grout, thereby isolating and protecting the Ironton-Galesville aquifer, as required by the Illinois Water Well Construction Code.

Proposed Well Construction



Ordinance to support the AWS

The November 2018 ordinance prohibits the installation of wells for drinking water at the Site and a number of surrounding parcels, regardless of the well depth. The Group is requesting Winnebago County modify the Ordinance to allow access to the Ironton-Galesville aquifer, which will preserve the protections of the Ordinance while allowing the only viable option for the two affected parcels to continue to receive water.

Supplying water to the private residence and the NIRPC-owned Rockford Skeet Club remains the Group's obligation under the Consent Decree, and in the absence of any nearby municipal water supply, tapping into the Ironton-Galesville aquifer remains the only option to serve these parcels.

The Group also is requesting the Ordinance amendment allow potential installation of an Ironton drinking water well on certain parcels owned by the Landfill, with the ultimate goal of replacing the Landfill's well now installed in the St. Peter Sandstone. The location of these parcels is close to one of the USEPA-approved areas farther from the Site that will receive a new deep well.

**FUTURE
AGENDA
ITEMS**

Adjournment