

REVISED FINANCE COMMITTEE AGENDA

Called by: John Butitta, Chairman
Members: Paul Arena, Joe Hoffman,
Keith McDonald, Jaime Salgado,
John F. Sweeney, Christina Valdez

DATE: THURSDAY, APRIL 17, 2025
TIME: IMMEDIATELY FOLLOWING THE
OPERATIONS AND ADMINISTRATIVE
COMMITTEE MEETING AT 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 April 3, 2025 Minutes
- D. Public Comment – This is the time we invite the public to address the Finance 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.
- E. Fiscal Year 2024 Audited Financial Statements Presentation – Baker Tilly
- F. Resolution Awarding Court and Case Management Software Agreement to Avenu Insights and Analytics, LLC (Avenu)
- G. Ordinance for Approval of Budget Amendment for Avenu Contract [Court and Case Management Software]
- H. Discussion Item – Juvenile Detention Center, Debbie Jarvis
- I. Resolution Authorizing Wage Increases for Non-Bargaining Unit Employees of the County of Winnebago, Illinois
- J. Closed Session to Discuss Pending Litigation
- K. Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Thomas Morrison versus Winnebago County
- L. Other Matters
- M. Adjournment

**Winnebago County Board
Finance Committee Meeting**
County Administration Building
404 Elm Street, Room 303
Rockford, IL 61101

Thursday, April 3, 2025

Immediately following the Operations & Administrative Committee Meeting

Present:

John Butitta, **Chairperson**
Jaime Salgado, **Vice Chairperson**
Paul Arena
Keith McDonald
John F. Sweeney
Christina Valdez

Others Present:

Patrick Thompson, County Administrator
Steve Schultz, Chief Financial Officer
Lafakeria Vaughn, Civil Bureau Chief, State's Attorney's Office
Chris Dornbush, Chief Operations Officer

Absent:

Joe Hoffman

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of March 20, 2025 Minutes
- D. Public Comment – This is the time we invite the public to address the Finance 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 that 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 acknowledgment by the Chairman, please stand and state your name. Thank you.
- E. Ordinance for a Budget Amendment for State's Attorney VOCA Grant Renewal
- F. Closed Session to Discuss Pending Litigation
- G. Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Thomas Morrison versus Winnebago County
- H. Other Matters
- I. Adjournment

Call to Order

Chairperson Butitta called the meeting to order at 5:40 PM.

Roll Call

Chairperson Butitta yes, Mr. Arena yes, Mr. McDonald yes, Mr. Salgado yes, Mr. Sweeney yes.

Approval of March 20, 2025 Minutes

Motion: Chairperson Butitta. Second: Mr. Salgado.
Chairperson Butitta called for discussion.

The motion was passed by a unanimous voice vote.

Ms. Valdez arrived to attend the Finance Committee meeting.

Public Comment

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

Ordinance for a Budget Amendment for State's Attorney VOCA Grant Renewal

Motion: Chairperson Butitta. Second: Mr. Salgado.

Chairperson Butitta called for discussion.

- Discussion followed.

The motion was passed by a unanimous voice vote.

Closed Session to Discuss Pending Litigation

Motion: Chairperson Butitta. Second: Mr. Arena.

The motion passed by a unanimous voice vote.

Roll Call

Chairperson Butitta yes, Mr. Arena yes, Mr. McDonald yes, Mr. Salgado yes, Mr. Sweeney yes, Ms. Valdez yes.

No action was taken in Closed Session.

Resolution Authorizing Settlement of a Claim Against the County of Winnebago Entitled Thomas Morrison versus Winnebago County

The attorney was not in attendance. The Resolution will be carried over to the next Finance Committee Agenda and meeting on April 17, 2025.

Other Matters

- None reported.

Adjournment

Motion: Chairperson Butitta. Second: Mr. Sweeney.

The motion was passed by a unanimous voice vote.

Respectfully submitted,

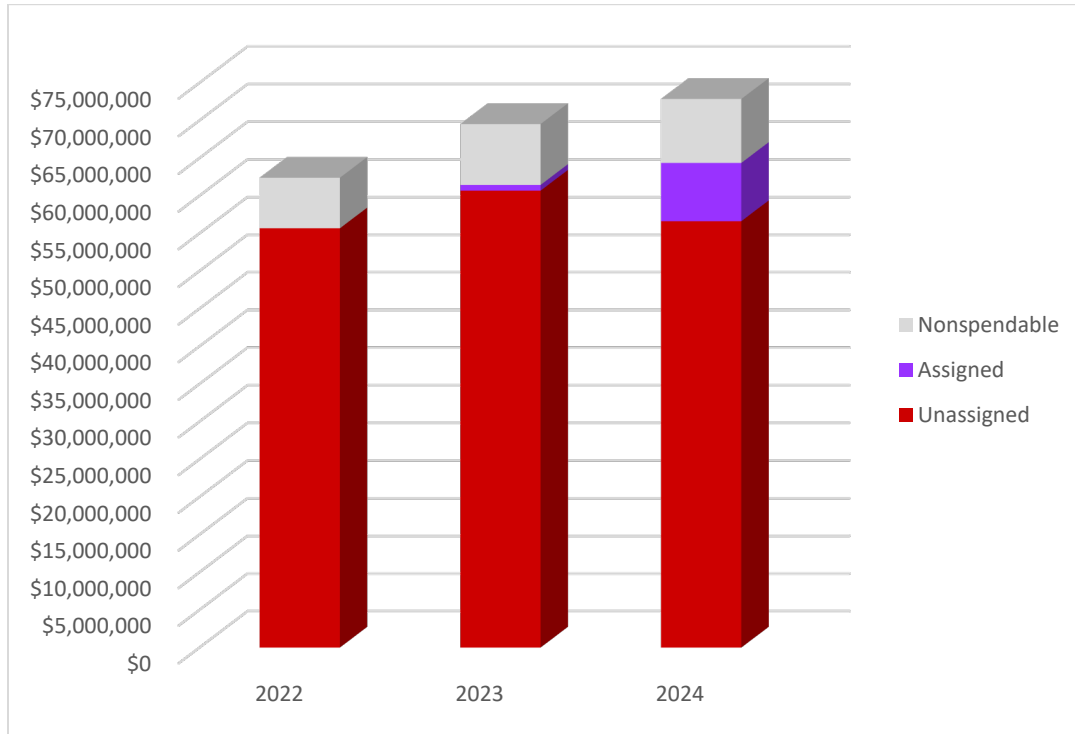
Nancy Bleile
Executive Assistant

Financial Results – General Fund (ACFR pages 52-53)

	<u>Actual</u>	<u>Final Amended Budget</u>	<u>Variance</u>
Revenues and other financing sources	\$ 81,588,004	\$ 79,994,047	\$ 1,593,957
Expenditures and other financing uses	<u>(78,254,339)</u>	<u>(81,079,402)</u>	<u>2,825,063</u>
Net change in fund balance	3,333,665	<u>\$ (1,085,355)</u>	<u>\$ 4,419,020</u>
Fund balance – beginning of year	<u>69,522,911</u>		
Fund balance – end of year	<u>\$ 72,856,576</u>		

Financial Results

General Fund Balance History (ACFR page 3)



	2022	2023	2024
Fund Balance Components			
Unassigned	\$ 55,677,359	\$ 60,675,753	\$ 56,621,803
Assigned	-	763,000	7,740,021
Nonspendable	6,713,154	8,084,158	8,494,752
Total	\$ 62,390,513	\$ 69,522,911	\$ 72,856,576

MINIMUM FUND BALANCE POLICY

The county has also adopted a minimum fund balance policy that requires the county to maintain unassigned fund balance in the general fund and restricted fund balance in the public safety sales tax fund to fund operations for a period of at least three months (25% of expenditures). These funds are to be maintained for cash flow and working capital purposes. The minimum fund balance is calculated as follows:

		General Fund	Public Safety Sales Tax Fund
2024 Expenditures		\$ 64,616,718	\$ 30,616,167
Minimum	25%	16,154,180	7,654,042
Actual		56,621,803	24,816,910
Surplus		\$ 40,467,623	\$ 17,162,868

Financial Results

Financial Results – Other Governmental Funds (ACFR page 5 and 76)

	Public Safety Sales Tax Fund	Illinois Municipal Retirement Fund	Tort Liability	Mental Health Tax Fund	American Rescue Plan	Nonmajor Governmental Funds
Revenues	\$ 42,139,090	\$ 6,219,209	\$ 4,960,066	\$ 20,814,949	\$ 13,605,727	\$ 77,347,591
Expenditures	(30,616,167)	(2,392,425)	(4,469,074)	(20,379,643)	(3,138,713)	(81,469,470)
Other financing sources (uses)	<u>(8,464,746)</u>	<u>(2,213,716)</u>	<u>(976,575)</u>	-	<u>(10,467,014)</u>	<u>24,095,650</u>
Net change in fund balances	3,058,177	1,613,068	(485,583)	434,851	-	19,973,771
Fund balance – beginning of year	<u>21,758,733</u>	<u>6,743,753</u>	<u>750,305</u>	<u>36,486,405</u>	-	<u>70,179,852</u>
Fund balance – end of year	<u>\$ 24,816,910</u>	<u>\$ 8,356,821</u>	<u>\$ 264,722</u>	<u>\$ 36,921,256</u>	<u>\$ -</u>	<u>\$ 90,153,623</u>

Nonmajor Funds

Special revenue funds	\$ 55,910,571
Debt service funds	6,980,946
Capital projects	<u>27,262,106</u>
Total	<u>\$ 90,153,623</u>

Financial Results

Financial Results – Proprietary funds (ACFR page 8)

	River Bluff Nursing Home Fund	555 North Court Operations Fund	Internal Services Funds
Revenues	18,503,586	\$ 27,375	\$ 20,991,312
Expenditures	(18,028,522)	(540,045)	(24,191,012)
Nonoperating revenues (expenses)	2,838,448	20,408	332,041
Income (loss) before transfers	3,313,512	(492,262)	(2,867,659)
Transfers	29,992	(74,863)	2,134,263
Net increase (decrease) in net position	3,343,504	(567,125)	(733,396)
Net position (deficit) – beginning of year	<u>(3,610,586)</u>	<u>2,475,432</u>	<u>6,864,719</u>
Net position (deficit) – end of year	<u>\$ (267,082)</u>	<u>\$ 1,908,307</u>	<u>\$ 6,131,323</u>

Financial Results

Legal Debt Margin (ACFR page 227)

Pursuant to Illinois Statutes, the total indebtedness of the county for general purposes may not exceed 5.75% of the value of the taxable property located therein for state purposes.

Equalized Value		\$	5,416,071,091
Debt Margin Percentage			5.75%
Legal Debt Limit			311,424,088
Outstanding General Obligation Debt	\$	72,295,000	
Less amount excluded from long-term debt		(68,255,000)	
Total Amount of Debt Applicable to Debt Margin			4,040,000
Legal Debt Margin		\$	307,384,088
Percentage of Debt Capacity Used			1.30%
Prior Year			1.89%

Debt Service Compared to Governmental Expenditures (ACFR page 5)

<u>Governmental Funds</u>			
Principal		\$	8,900,808
Interest			3,304,698
Debt service expenditures			12,205,506
Total governmental expenditures	\$	207,082,210	
Less: Capitalized outlay expenditures		(20,638,353)	
Non-capital governmental expenditures			186,443,857
Percentage of debt service compared to non-capital governmental expenditures			7%
Prior Year			11%



Resolution Executive Summary

Prepared By: Tom Lawson, Deputy Circuit Clerk

Committee: Finance

Committee Date: April 17, 2025

Resolution Title: Resolution Awarding Court and Case Management Software Agreement to Avenu Insights & Analytics, LLC (Avenu)

County Code: Winnebago County Annual Appropriation Ordinance

Board Meeting Date: April 24, 2025

Budget Information:

Was item budgeted? No	Appropriation Amount: \$0
If not, explain funding source: General Fund Fund balance and \$300,000 transfer from Court Automation Fee Fund	
ORG/OBJ/Project Code: 82400-43167	
FY2025 Budget Impact: \$1,562,000	

Background Information: The County is in need of a Court Case Management System upgrade. The Circuit Clerk team as well as countywide departments participated in the needs analysis and development for this project. Also, see accompanying budget amendment.

Recommendation: Staff concurs

Contract/Agreement: See attached

Legal Review: Legal review conducted by the State's Attorney's Office

Follow-Up: On behalf of the County, the Winnebago County Board Chairman will execute the agreement.

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

2025 CR _____

SUBMITTED BY: FINANCE COMMITTEE

**RESOLUTION AWARDING COURT AND CASE MANAGEMENT SOFTWARE
AGREEMENT TO AVENU INSIGHTS & ANALYTICS, LLC (AVENU)**

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 \$30,000 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 County is in need of a Court Case Management System upgrade; and

WHEREAS, the Circuit Clerk team as well as countywide departments participated in the needs analysis and development for this project and

WHEREAS, the County will award the Request For Proposal, and will enter into an agreement with Avenu Insights & Analytics, LLC (Avenu) for the Court Case Management System; and

WHEREAS, the Finance Committee of the County Board for the County of Winnebago, Illinois has reviewed the Proposal Tab (Resolution Exhibit A) and agreement (Resolution Exhibit B) for the aforementioned purchase and recommends awarding to:

AVENU INSIGHTS & ANALYTICS, LLC
5860 TRINITY PARKWAY, SUITE 120
CENTREVILLE, VA 20120

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 Winnebago County Finance Department and Circuit Clerk.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIRMAN

JOHN BUTITTA, CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

CHRISTINA VALDEZ

CHRISTINA VALDEZ

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2025.

ATTESTED BY:

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

JOSEPH V. CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS



Master Software and Services Agreement #AIA-C104175-20250324

This Master Software and Services Agreement #AIA-C104175-20250324 (the “Agreement”) is entered into by and between **Avenu Insights & Analytics, LLC** a Delaware limited liability company having its principal office at 5860 Trinity Parkway, Suite 120, Centreville, VA 20120, including if and where applicable its Affiliates (“Avenu”) and the **County of Winnebago, Illinois**, a political and corporate body, having an office at 404 Elm Street, Rockford, IL 61101 (“Customer”). Avenu and Customer may be referred to herein as each a “Party” or collectively, the “Parties”. This Agreement is effective, as of the last signature date of the Parties (the “Agreement Effective Date”). By executing an Order, accessing and/or using Avenu Solutions or Services, Customer agrees to be bound by terms and conditions set forth herein.

1. **DEFINITIONS.** Except as defined otherwise in the body of the Agreement, capitalized terms shall have the meanings set forth below.
 - A. “Agreement” means this Master Software and Services Agreement #AIA-C104175-20250324 and, unless the context of a particular provision requires otherwise, all Orders issued hereunder, and all referenced attachments, addendums, or exhibits to the foregoing.
 - B. “Affiliate” means with respect to a Party hereto, any person or entity that controls, is controlled by, or is under common control with such Party, where “control” means ownership of fifty percent (50%) or more of the outstanding voting securities.
 - C. “Capacity” means either the number of licenses, number of Users, number of instances, number of transactions, storage capacity, size of the system, server limitations, Port limitations, or any other capacity limitation for a Solution, as defined in an Order.
 - D. “Customization(s)” means those changes to Software features and/or functionality which require modification to the underlying software code. Configurations are not Customizations.
 - E. “Customer Data” means any data or other information which is provided to Avenu by Customer or Users (directly or indirectly) in connection with the Services, including data collected/stored in the Solution.
 - F. “Customer Personal Data” means any Customer Data which (i) qualifies as “Personal Data” “Personal Information” “Personally Identifiable Information” or any substantially similar term under applicable privacy laws and (ii) is processed by Avenu on behalf of Customer in connection with the Solution.
 - G. “Defect” means an error or malfunction with the Solution causing the Solution to not function in accordance with the Documentation, subject to the exceptions set forth in this Agreement.
 - H. “Documentation” means any descriptions, instructions or other materials provided or made available by Avenu which describe the specifications, operation, functionality of the Software.
 - I. “Fees” means, as set forth in the Order(s), the amount(s) to be paid by Customer for Solutions or Services provided by Avenu under this Agreement.
 - J. “Intellectual Property Rights” means all worldwide intellectual property rights including, without limitation, copyrights, trademarks, service marks, trade secrets, know how, inventions, patents, patent applications, moral rights and all other proprietary rights, whether registered or unregistered
 - K. “Licensed Solution” means the on-premise Software application for which Customer has purchased a Term License, as identified in an Order.
 - L. “Order” means an ordering document (e.g. statement of work, purchase or sales order) for Solutions and/or Services that (i) properly incorporates this Agreement as controlling and (i) is dually executed by authorized representatives of both Customer and Avenu. Each Order shall be deemed incorporated herein by reference as though fully set forth in this Agreement.
 - M. “Personal Data” means any Customer Data which qualifies as “Personal Information” or “Personally Identifiable Information” or any substantially similar term under applicable privacy laws.

- N. "Professional Services" means the implementation, advisory, consulting, training, managed, development, administration, or other types of professional services ordered by the Customer pursuant to an Order.
- O. "Services" means any Solutions and/or Professional Services provided pursuant to the Order(s) hereunder.
- P. "Software" means the object code version of Avenu's proprietary software programs or application including any ancillary data files, modules, libraries, other components, and copies of any of the foregoing or portions thereof. Software includes Updates thereto and related Documentation.
- Q. "SaaS Solution" means the Avenu hosted "software as a service" solution to which Customer is subscribing. A Solution consists of the Application(s) (including ordered modules, functions, and features), related Support, the underlying network of servers, storage, and computing resources which are used to host and deliver the Solution, including, when applicable, Third Party Items. Professional Services are separately priced.
- R. "Solution(s)" means the SaaS Solutions and/or Licensed Solutions for which Customer is purchasing an access right or a Term License (as applicable) pursuant to this Agreement and the corresponding Order.
- S. "Subscription Term" means the limited term according to which SaaS Solutions or Term Licenses are purchased on a non-perpetual basis, as described in the Order
- T. "Support" means the maintenance and support services Avenu provides for a Solution during the Subscription Term, as set forth in an Order.
- U. "Term License" means the limited license granted by Avenu allowing Customer to use the Licensed Solution for the Subscription Term.
- V. "Third Party Items" means the object code versions of the third-party software, third-party data files or fields, and other third-party items provided by Avenu pursuant to an Order.
- W. "Updates" means all upgrades, enhancements, improvements, and other Software changes which Avenu customarily makes available to its customers. Updates may include bug fixes, patches, and/or new functionality and features. Customizations are not Updates.
- X. "User" means a Customer's employee, agent, independent contractor, or representative who is authorized by Customer to use the Solution (subject to the terms of this Agreement).

2. Access Rights and Usage Restrictions

- A. **Avenu Solutions.** Subject to the terms of this Agreement, Solutions shall be purchased through a bi-laterally executed Order and provided to the Customer as either web-based access to software as a service ("SaaS Solution") or pursuant to a license to use the Software in Customer's self-hosted environment ("Licensed Solution"). Avenu reserves the right to update, enhance, or otherwise change the Solutions from time to time and may do so without Customer's consent or agreement. Solutions are limited in accordance with Avenu's licensing and access models as set out in this Agreement, as may be updated from time to time in Avenu's sole discretion. Acceptance of the Solutions is neither contingent upon the delivery of any future functionality or features, nor is it dependent upon any oral or written public comments made by Avenu with respect to future functionality or features.
- B. **SaaS Solution.** Subject to payment of all required fees, Customer may, during the Subscription Term, access and use the purchased SaaS Solution solely for its internal business operation and purposes subject to the provisions of this Agreement, the Documentation, and any scope of use restrictions and Solution descriptions set forth in the applicable Order. Customer is responsible for use of the SaaS Solution by its Users and their full compliance with this Agreement. Customer shall keep confidential its user IDs and passwords and remain responsible for all actions taken through its accounts.
 - i. Access. Customer is responsible for all activities conducted by it or through the accounts

of its Users. Without limiting termination or other rights, Avenu reserves the right, in its sole but reasonable discretion, to suspend Customer's access to the SaaS Solution (and related Services) in whole or in part (i) for Customer's breach of usage restrictions and/or identified Capacity limitations; (ii) to prevent harm to other customers or third parties; or (iii) or to preserve the security, availability, or integrity of the SaaS Solution(s). When practicable, Avenu will use reasonable efforts to provide Customer with advance notice of such suspension. In the event of a suspension pursuant to this paragraph, unless the impacted Orders have been subsequently terminated pursuant to the terms of this Agreement, Avenu will cooperate to restore Customer's access to the SaaS Solution promptly after Avenu has verified that Customer has resolved the issue causing suspension. Avenu reserves the right to impose an additional charge to reinstate access to the SaaS Solution following suspension.

- ii. Updates. Acceptance of the SaaS Solution is not contingent upon the delivery of any future functionality or features, nor is it dependent upon any oral or written public comments made by Avenu with respect to future functionality or features. Customer acknowledges that Avenu may, in its sole discretion, make changes to the SaaS Solution as deemed necessary or useful to: (i) maintain or enhance: the quality or delivery of Avenu's products or services to its customers or the competitive strength of, or market for, Avenu's products or service; or (ii) to comply with applicable law, statutes or requirements. Avenu reserves the right to deploy Updates and/or make changes to the SaaS Solution at any time.

C. Term Licenses. Subject to payment of all required fees, Avenu grants to Customer, a non-exclusive non-transferable license to use the Licensed Solution during the Subscription Term. The Term License granted is solely for Customer's use in accordance with this Agreement, the Documentation, and the corresponding Order. Except as expressly provided elsewhere in this Agreement, no sublicensing of use or access is permitted for any Solutions. The preceding sentence notwithstanding, and except as otherwise agreed between the Parties, Customer may distribute or deploy (but not sub-license) the Licensed Solution(s) to its Affiliates for use solely by the maximum number of licensed quantities set forth in the Order.

- i. Updates. Avenu will provide Updates to Licensed Solutions in such form and with accompanying instructions sufficient to enable Customer to install it without the assistance of Avenu. Customer shall be solely responsible for installation of Updates upon notification from Avenu. Updates or modify portions of the Software not included as part of Customer's Licensed Solution. Availability of and access to Updates shall not be construed to entitle Customer to new options or features that are sold separately and that are not direct additions to the Licensed Solution to which Customer has a Term License.

D. Third Party Items. Customer shall only use the Third-Party Items provided for use of the Services as part of the Solution or in association with Customer's use of the Services. Customer acknowledges that Third Party Items may be governed by third party terms and conditions ("Third Party Agreement"). If a Third-Party Agreement is required, Avenu will either: (1) include it as part of an Order; (2) indicate that the Third-Party Agreement is required and have the Customer obtain the Third-Party Agreement from the provider of the Third-Party Item; or (3) provide the Third-Party Agreement separately in a different manner. If the Third-Party Agreement conflicts with any provision of this Agreement, the Third-Party Agreement will prevail as it relates to the Third-Party Items. If a supplier suspends or terminates Avenu's ability to provide the Third-Party Item, Avenu will use reasonable efforts to provide a replacement for

that Third Party Item. If Avenu notifies Customer that a Third-Party Item can no longer be used, Customer will cease using the Third-Party Item in accordance with Avenu's notification.

- E. Use Restrictions.** Customer shall not (and shall not permit any third party to): (i) use the Solution to develop a similar or competing product or service; (ii) reverse engineer, decompile, disassemble, modify, or otherwise seek to obtain the source code or non-public Application Programming Interfaces ("APIs") to the Solution, except to the extent expressly permitted by applicable law (and then only upon advance written notice to Avenu); (iii) copy, modify or create any derivative work of the Solution; (iv) remove or obscure any proprietary or other notices contained in the Solution (including any reports or data printed from the Solution); (v) publicly disseminate performance information regarding the Solution; (vi) use the Solution to create, use, send, store or run viruses or other harmful computer code, files, scripts, agents or other programs or engage in any other malicious act; (vii) disrupt their security, integrity or operation; (viii) use Avenu Technology except as permitted under this Agreement including removing or modifying any copyright or other proprietary rights notices; (ix) use the Solution to reproduce, distribute, display, transmit or use material protected by copyright or other intellectual property right (including the rights of publicity or privacy) without first obtaining the permission of the owner; (x) use them unlawfully or in any manner which violates any applicable law or regulation; or (xi) use them in a manner that temporarily or permanently alters, erases, removes, copies, modifies, halts or disables any Avenu or third party data, software or network. Solutions are not designed or intended for use in any situation where failure or fault could lead to death or serious bodily injury of any person or to severe physical or environmental damage ("High Risk Use"). Customer is not licensed to use the Solution or the Services in, or in conjunction with, High Risk Use.
- F. Customer Responsibilities.** Customer is responsible for: (i) providing a high speed internet connection of sufficient bandwidth for successful performance of the Solution; (ii) purchasing, installing, and managing all necessary hardware and the needed anti-virus protection software for any Customer-owned workstations.; (iii) maintaining confidentiality of the administrator and user logon identifications, passwords and account information; (iv) verifying the accuracy, quality, integrity and legality of Customer Data and of the means by which Customer acquired it; (v) determining whether the Services or information generated using the Services is sufficient for its purposes and (vi) ensuring that its use of the Solution and Services complies with all applicable laws and regulations;. Customer agrees to use commercially reasonable efforts to prevent unauthorized access to the Solution and shall notify Avenu immediately (and in writing) of any such unauthorized access or use. If there is unauthorized use by anyone who obtained access to the Solution through Customer, Customer will take all steps reasonably necessary to terminate the unauthorized use and will assist with any actions taken by Avenu to prevent or terminate such unauthorized use.

3. Avenu Services

- A. Availability Time for SaaS Solutions.** Availability targets for SaaS Solutions will be set forth at the Order level.
- B. Support.** Each Order will specify the Support for the Solution to be provided by Avenu during the Subscription Term. Customer reported problems which do not meet the criteria for a Defect, are not covered by Support and will require the provision of separately priced Professional Services. Avenu shall not be required to provide Support for Defects occasioned by (i) neglect or misuse of the Solution; (ii) unauthorized modifications or Customizations to the Solution, including modifications made by anyone other than Avenu or a person acting at Avenu's direction; or (iii) Customer's failure to implement prior mandatory corrections or bug fixes. Support specifically excludes (i) on-site assistance; (ii) assistance with

administrative functions; and (iii) corrections of immaterial Defects. The Customer will cooperate with Avenu in providing network access, computer time, information, personnel, and facilities as may be necessary.

- C. Professional Services.** The scope for Professional Services will be detailed at Order level and may include, but is not limited to implementation, training, integration, enhancements, development services, and support services for Customer reported problems which are not Defects. If changes to Professional Services are needed, the parties will either modify the Order in accordance with the changes provision of the Agreement or enter into a new Order. Avenu has no obligation to provide any Professional Services other than those set forth in an Order or a change order thereto. Customer will timely provide Avenu personnel with all reasonably requested information, data, materials, system access, and decisions to assist Avenu in rendering the Professional Services.

4. Fees, Invoicing and Payment.

- A. Fees.** Fees for Services shall be detailed at the Order level. Except as set forth otherwise in a particular Order, Fees are subject to 5% annual escalation. All payment obligations are non-cancelable and paid Fees are non-refundable.

B. Invoicing and Payment.

- i. Invoicing. Payment and billing schedule for Fees shall be designated at the Order level. Subscription Fees will be invoiced to the Customer on an annual basis and in accordance with the terms of the Order.
- ii. Expenses. Subject to Customer prior authorization and approval per the terms of a corresponding Order, Customer shall reimburse Avenu for travel, lodging, meal, and other reimbursable costs (collectively “Expenses”) reasonably incurred by Avenu in providing the Services. Expenses will be invoiced to the Customer in arrears Costs will be billed in accordance with Avenu’s standard billing practices.
- iii. Payment Terms. Unless noted otherwise in a particular Order, payment terms for all Fees are due pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) (Prompt Payment Act). Fees are exclusive of applicable taxes and unless a tax exemption form is furnished to Avenu, Customer shall pay for any sales, use, or other tax, however designated (except taxes based on Avenu's net income) and as itemized on Avenu's invoices. Customer’s obligation to pay Fees, to the extent attributable to any period of time prior to the effective date of termination or expiration of any applicable Order, shall survive expiration or termination of this Agreement

1. No payments will be made to Avenu beyond those amounts appropriated and budgeted by the Customer to fund payments under this Agreement. Such funding limitations will be specified by the Customer at the Order level.
2. Payments will be made in accordance with the invoicing/fee schedules set forth in the corresponding Order (including, as applicable, completion of specific invoicing milestones and/or acceptance criteria to ensure the system meets the project requirements and functionality as intended).

- C. Invoice Dispute.** Customer shall pay the undisputed portion (s) of each invoice. If Customer disputes any portion of an invoice, Customer submit written notice to Avenu regarding the disputed amount, and provide to Avenu, if applicable documentation supporting the alleged billing error (each such notice, a “Fee Dispute Notice”). A Fee Dispute Notice must be submitted to Avenu within twenty (20) days from

the date the invoice at issue is received by the Customer. Customer waives the right to dispute any Fees not disputed within such twenty (20) day period. The Parties shall negotiate in good faith to attempt to resolve any such Fee disputes within thirty (30) days after Customer's delivery of the applicable Fee Dispute Notice.

- D. Non-Payment.** Customer's failure to timely remit payments shall be subject to the Prompt Payment Act. Failure to make timely payment of Fees shall be a material breach of the Agreement and upon reasonable notice to Customer, Avenu may suspend providing any Service for Customer's failure to timely pay any amount due that is not disputed in accordance with paragraph (c) above.
- E. Inspection Rights.** Customer will maintain relevant records to substantiate the payments made under this Agreement, and its compliance with its obligations in this Agreement. Such records will be retained during the Subscription Term and for one (1) year after the expiration or termination of this Agreement. Upon Avenu's written request issued at least thirty (30) days in advance and no more than once per calendar year, Customer will make its records available to Avenu or its designee for an inspection. The inspection will be conducted during normal business hours and will not unreasonably interfere with Customer's business. If the inspection reveals an underpayment to Avenu, any underpayment amount shall be payable pursuant to the Prompt Payment Act.

5. Term and Termination.

A. Term.

- i. Agreement Ordering Period. The ordering period under this Agreement commences on the Agreement Effective Date and will remain in effect as long as there is an active Order.
- ii. Each Order will define the term/performance period for ordered Solution/Services ("Term"). For subscription-based Services "Term" shall mean the "Subscription Term".

B. Termination for Convenience.

- i. Either party may terminate an Order for its convenience upon at least ninety (90) days prior written notice to the other Party.
- ii. In the event the Customer terminates an Order pursuant to Section 5(B)(i) above, Customer shall not be entitled to a refund of any previously paid Fees and all Fees due and earned by Avenu prior to the effective date of such termination shall remain payable in accordance with the terms of the applicable Order. Any in progress Services where the invoicing milestone has not been met as of the termination effective date (as set forth in the corresponding Order) will be billed on a time and materials basis in accordance with Avenu's then current hourly rates.

C. Termination for Breach.

- i. Default Conditions with Notice. Either Party may terminate an Order for default, in whole or in part, in the event a Party has materially breached the terms of the Order or this Agreement, and such material breach remains uncured for sixty (60) days following non-defaulting Party's written notice to the defaulting Party specifying the default condition and required remedy.
- ii. Immediate Termination. Either Party may, upon written notice to the other party, terminate this Agreement and all active Orders if the other Party (a) becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors and such petition or proceeding is not dismissed within sixty (60) days of filing; or (b) ceases to

do business, or otherwise terminates its business operation.

D. Effect of Termination or Expiration of the Subscription Term.

- i. Immediately upon termination, cancellation, or expiration of a Subscription Term for any reason, all rights and licenses granted to Customer shall cease and terminate, and Customer shall have no right thereafter to use, and shall cease the use of, the Solutions and/or the Services, as applicable. Where applicable, Customer shall uninstall any Licensed Solutions from its systems and shall, at Avenu's sole discretion, either destroy or return the Licensed Solutions (including all copies thereof) to Avenu. Except as set out in Section 5(D)(ii) below, Customer acknowledges that following termination, cancellation, or expiration of the Subscription Term, it shall have no further access to any Customer Data and, except as provided elsewhere in this Agreement, that Avenu may delete any such data as may have been stored by Avenu at any time.
- ii. Customer acknowledges, except as specifically stated otherwise in a corresponding Order, that it will not have access to Customer Data through Avenu or the SaaS Solution following the expiration or termination of the corresponding Subscription Term, provided however, upon at least thirty (30) days written notice by Customer prior to the expiration or termination of the applicable Subscription Term, Customer may request Avenu provide assistance with exporting or transitioning Customer Data ("Transition Support"); if so requested, Transition Support will be provided to the Customer at Avenu's then prevailing professional services rates, and in accordance with the timeframes mutually agreed to by the Parties. Customer agrees Avenu shall have no obligation to retain Customer Data after the expiration or termination of the Subscription Term except as otherwise prohibited by law or set forth in this paragraph.
- iii. Except where an exclusive remedy is specified, the exercise of either party of any remedy under this Agreement, including termination, will be without prejudice to other remedies it may have under this Agreement, by law or otherwise.

E. Sunsetting Applications and Solutions. Avenu may cease providing and supporting a Solution by providing Customer with advance written notice specifying the Software sunset date. After the sunset date, Avenu will have no further obligations related to the applicable Software and will cease charging Customer for the applicable Subscription Fees.

6. Security and Data Rights

A. Data Security. Avenu will implement and maintain commercially reasonable security measures designed to meet the following objectives: (i) ensure the security and confidentiality of Customer Data; (ii) protect against any anticipated threats or hazards to the security or integrity of such Customer Data; (iii) protect against unauthorized access to or use of such Customer Data; and (iv) ensure that Avenu's return or disposal of such Customer Data is performed in a manner consistent with Avenu's obligations under the Agreement and applicable data privacy laws. Avenu will not use Customer Data except to provide the Services in accordance with this Agreement. Avenu will report to Customer any confirmed security breach or unauthorized access affecting Customer Data of which Avenu becomes aware.

B. Avenu Technology. Avenu retains all Intellectual Property Rights in Avenu Technology. Avenu Technology shall remain the sole and exclusive property of Avenu and Customer is not authorized to use (and shall not permit any third party to use) Avenu Technology or any portion thereof except as expressly authorized by this Agreement. Subject to Customer's payment of all Fees due hereunder, Avenu grants Customer a limited, non-exclusive, royalty-free, non-sublicensable, non-transferable license (except as specifically permitted in this Agreement), to use those elements of the Avenu Technology embodied in the Services deliverables, if any, in Customer's ordinary course of business, solely as so embodied.

Customer shall not take any action that jeopardizes Avenu's Intellectual Property Rights in the Avenu Technology, nor assume or acquire any right in Avenu Technology except the limited-use rights specified in this Agreement. All rights not expressly granted to Customer by Avenu in this Agreement are reserved exclusively to Avenu.

- C. Customer Data Rights.** Customer is solely responsible for the accuracy, content, and legality of all Customer Data. Customer represents to Avenu that (i) Customer will comply with all applicable laws in its use of the Solution (including, if applicable, laws governing the protection of personal data) and (ii) Customer has provided all disclosures and obtained all necessary rights, consents and permissions to collect, share and use Customer Data as contemplated in this Agreement (including granting Avenu the rights herein) without violation or infringement of (a) any third party intellectual property, publicity, privacy or other rights, (b) any laws, or (c) any terms of service, privacy policies or other agreement governing Customer accounts with third-parties. To the extent Customer Data includes Personal Data of a third party, Customer represents and warrants that it has obtained that data pursuant to applicable data protection laws and has obtained all necessary authorizations and consents with respect to such information.
- D. License to Use Customer Data.** Customer is solely responsible for securing and maintaining all rights needed for Avenu to provide the Services. Subject to the confidentiality obligations set forth herein, Customer hereby grants to Avenu, throughout the term of this Agreement and after the term as necessary for Avenu to deliver any post-termination obligations to Customer, a non-exclusive, transferable, sublicensable, worldwide and royalty-free license to use Customer Data to provide the Services to Customer and, as necessary or useful to monitor and improve the Application or the Solutions. All rights, title and interest in and to Customer Data are, and shall remain, the property of Customer and/or its Users and all Intellectual Property Rights in Customer Data are and will remain the property of Customer or Users.
- E. Usage Analytics.** Avenu may generate and collect certain non-identifiable, aggregated information and/or statistics (e.i. script data, test data, search terms, login frequency, etc.) related to Customer's use of the Services and the performance of Avenu Technology (the "Usage Analytics"). Usage Analytics refers to data that is in de-identified form, stripped of Customer Data, personally identifiable information (PII), personal identifiers (PIDS), and any other data that could be used to identify Customer or the User. Customer acknowledges that Avenu may collect, process, and use Usage Analytics, in any manner, to provide and improve Services and for any other legitimate business purposes. Avenu is, and shall remain at all times, the exclusive owner of Usage Analytics.

7. Warranty.

A. Limited Warranty.

- i. **General.** Each Party hereto represents and warrants that it has the legal power to enter into this Agreement.
- ii. **Customer Warranty.** Customer warrants that (i) Customer owns or has a license to use and has obtained all consents and approvals necessary for the provision and use of all of the Customer Data that is placed on, transmitted via or recorded by the Solutions and/or the Services; (ii) the provision and use of Customer Data as contemplated by this Agreement does not and shall not violate any Customer's privacy policy, terms-of-use or other agreement to which Customer is a party or any law or regulation to which Customer is subject.
- iii. **Avenu Warranty.** Avenu warrants that (i) the Services will be performed in a timely, professional and workman-like manner in accordance with industry standards, and with a

degree of care, skill and expertise as is required for the provision of services of a similar nature; and (ii) Avenu will not knowingly introduce into the Solution software viruses, worms, Trojan horses or other code, files, scripts, or agents intended to do harm.

Warranty Disclaimer. EXCEPT FOR THE LIMITED WARRANTIES STATED IN SECTION 7(A)(iii) ABOVE, THE SOLUTION(S) AND ALL RELATED SERVICES ARE PROVIDED “AS IS” AND CUSTOMER’S USE OF THEM IS AT ITS OWN RISK. AVENU DOES NOT MAKE, AND HEREBY SPECIFICALLY DISCLAIMS, AND CUSTOMER RELEASES AND WAIVES, ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE OR FROM A COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. AVENU DOES NOT WARRANT THAT THE CUSTOMER’S USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, NOR DOES AVENU WARRANT THAT IT WILL REVIEW CUSTOMER DATA FOR ACCURACY OR THAT IT WILL PRESERVE OR MAINTAIN CUSTOMER DATA WITHOUT LOSS. AVENU SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE OF AVENU’S REASONABLE CONTROL. AVENU DOES NOT WARRANT THAT ERRORS, DEFECTS, OR INEFFICIENCIES WILL BE CORRECTED AND ASSUMES NO LIABILITY FOR FAILURE TO DO SO. AVENU MAKES NO WARRANTY, AND CUSTOMER ASSUMES THE ENTIRE RISK, AS TO THE INTEGRITY OF THE RESULTS, CAPABILITIES, SUITABILITY, USE NON-USE, OR PERFORMANCE OF THE SOLUTION. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS, BUT THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERIOD PERMITTED BY LAW.

8. Indemnification.

- A. Avenu Infringement Indemnity.** Avenu shall indemnify, defend and hold harmless Customer, and its officials, both elected and appointed, and employees from and against any claim by a third party alleging that the Solution, when used as authorized under this Agreement infringes a patent or any copyright or trademark and shall indemnify and hold harmless Customer from and against any damages and costs awarded against Customer or agreed in settlement by Avenu (including reasonable attorneys’ fees) resulting from such claim. If Customer’s use of the Solution is (or in Avenu’s opinion is likely to be) enjoined, if required by settlement or if Avenu determines such actions are reasonably necessary to avoid material liability, Avenu may, in its sole discretion: (a) substitute substantially functionally similar products or services; (b) procure for Customer the right to continue using the Solution; or if (a) and (b) are not commercially reasonable, (c) terminate the Agreement and refund to Customer the Fees paid by Customer for the portion of the Subscription Term that was paid by Customer but not rendered by Avenu. The foregoing indemnification obligation of Avenu shall not apply: (1) if a Solution is modified by any party other than Avenu, but solely to the extent the alleged infringement is caused by such modification; (2) if the Solution combined with products or processes not provided by Avenu, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Solution; (4) to any action arising as a result of Customer Data or any third-party deliverables or components contained within the Solution or (5) if Customer settles or makes any admissions with respect to a claim without Avenu’s prior written consent. THIS SECTION 8(A) SETS FORTH AVENU’S SOLE LIABILITY AND CUSTOMER’S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT.
- i. **Avenu Indemnity.** Avenu shall indemnify, defend and hold harmless Customer and its officials, both elected and appointed, and employees from and against all costs, expenses,

attorneys' fees, losses, damages and liabilities incurred or suffered indirectly from or attributable to any claims made or brought against the Customer to the extent arising out of or related to negligent acts or willful omissions of Avenu's affiliates and their respective directors, officers, employees, and agents. Avenu expressly understands and agrees that any insurance protection required of Avenu, or otherwise provided by Avenu, shall in no way limit the responsibility to indemnify Customer as hereinabove provided.

- B. Customer Indemnity.** Customer shall indemnify, defend and hold harmless Avenu and its affiliates and their respective directors, officers, employees, and agents from and against any and all losses (excluding reasonable attorneys' fees) arising out of or resulting from any third-party claims brought against Avenu to the extent resulting or arising from the infringement and/or misappropriation of Intellectual Property Rights with regard to any Customer Data, or other material, data or content provided by the Customer.
- C. Conditions of Indemnity.** Each Party agrees, as conditions to the indemnity obligations set forth herein, that the indemnified Party will (i) notify the indemnifying Party promptly in writing of any third party claim for which indemnification may be sought (provided that failure to give such notice may excuse the indemnifying Party's obligations only to the extent such failure resulted in actual prejudice to the indemnifying Party); (ii) gives the indemnifying Party the option to have control over the defense and settlement of the claim, provided that the indemnifying Party will not settle any claim that imposes any monetary or injunctive obligation upon the indemnified Party without the indemnified Party's prior written approval, not to be unreasonably withheld; and (iii) provide the indemnifying Party with reasonable cooperation, at the indemnifying Party's expense, in connection with the defense and settlement of the claim.

9. Limitations of Liability.

- A. Consequential Damages Waiver.** NEITHER PARTY SHALL HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOSS OF USE, LOST DATA, LOST PROFITS, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, LOSS CAUSED BY THE INTERRUPTION, TERMINATION OR DELAYED OPERATION OF THE INTERNET, THIRD-PARTY TELECOMMUNICATION SERVICES OR THIRD-PARTY SECURITY FEATURES OR SYSTEMS, EXCEPT AS REQUIRED BY LAW. EXCEPT FOR (i) CLAIMS ARISING FROM CUSTOMER'S VIOLATION OF AVENU'S INTELLECTUAL PROPERTY RIGHTS IN AVENU TECHNOLOGY OR (ii) ANY AMOUNTS PAYABLE TO THIRD PARTIES PURSUANT TO THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF INFORMED OF THE POSSIBILITY IN ADVANCE, SUFFERED BY ANY PARTY OR ANY PARTY CLAIMING ON BEHALF OF OR THROUGH THE OTHER PARTY, OR ANY OTHER THIRD PARTY RESULTING FROM OR ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF.
- B. Liability Cap.** EACH PARTY'S ENTIRE CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT, EXCEED THE AMOUNTS ACTUALLY PAID OR PAYABLE TO AVENU PURSUANT TO THE APPLICABLE ORDER DURING THE EIGHTEEN (18) MONTHS PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY. FOR THE AVOIDANCE OF DOUBT, THE PRECEDING LIMITATION OF LIABILITY SHALL NOT AFFECT CUSTOMER'S OBLIGATION TO EFFECT PAYMENT OF FEES DUE, WHICH SHALL REMAIN IN EFFECT REGARDLESS OF, AND ON TOP OF, THE LIMITATION OF LIABILITY.

C. Limitations Fair and Reasonable. EACH PARTY ACKNOWLEDGES THAT THE LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION REFLECT THE ALLOCATION OF RISK BETWEEN THE PARTIES UNDER THIS AGREEMENT, AND THAT IN THE ABSENCE OF SUCH LIMITATIONS OF LIABILITY, THE ECONOMIC TERMS OF THIS AGREEMENT WOULD BE SIGNIFICANTLY DIFFERENT.

10. Confidentiality.

- A. Nondisclosure of Confidential Information.** For purposes of this Section 10, "Confidential Information" shall mean information designated as confidential in writing or information which ought to be in good faith considered confidential and proprietary to the disclosing Party (the "Discloser"). The Party receiving the Confidential Information is hereinafter referred to as the "Recipient". Recipients will not use Confidential Information of Discloser for any purpose not expressly permitted by this Agreement, and will disclose the Confidential Information of Discloser only to the employees or agents of Recipient who have a need to know such information for purposes of this Agreement and who are under a duty of confidentiality no less restrictive than Recipient's duty hereunder. Recipient will protect Discloser's Confidential Information from unauthorized use, access, or disclosure in the same manner as Recipient protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.
- B. Exceptions.** Recipient's confidentiality obligations hereunder with respect to any of Discloser's Confidential Information do not apply for any information that (a) was already known to Recipient at the time of disclosure by Discloser; (b) was disclosed to Recipient by a third party without any restrictions on disclosure; (c) is, or through no fault of Recipient has become, generally available to the public; or (d) was independently developed by Recipient without access to or use of Discloser's Confidential Information. In addition, it is not a breach of this section to disclose Discloser's Confidential Information to the extent that such disclosure is (i) approved in writing by Discloser, (ii) necessary for Recipient to enforce its rights under this Agreement in connection with a legal proceeding; or (iii) required by law or by the order of a court of similar judicial or administrative body or in connection with a financing or similar transaction ("Legal Procedure"), provided that Recipient notifies promptly Discloser of the required disclosure, if allowed by Legal Procedure, and cooperates with Discloser, at Discloser's request and expense, in any lawful action to contest or limit the scope of such required disclosure.
- C. Remedy.** Any unauthorized copying, transfer, or use of any Confidential Information of the other Party may cause irreparable injury to the Discloser that may not be adequately compensated by monetary damages and the Discloser shall be entitled to seek equitable relief, including injunctive relief, with bond waived, against the Recipient as a remedy for any material breach of this Section. The Discloser may in addition to equitable relief, pursue any and all legal and contractual remedies available to the Discloser.

11. GENERAL PROVISIONS

- A. Force Majeure.** Any Party hereto will be excused from performance under this Agreement for any period of time that the Party is prevented from performing its obligations hereunder as a result of an act of God, war, utility or communication failures, or other cause beyond the Party's reasonable control. Both Parties will use reasonable efforts to mitigate the effect of a force majeure event. Notwithstanding the foregoing, under no circumstance will an event of Force Majeure excuse a Party's obligations to make payments when due under this Agreement, unless such Force Majeure event results in a failure of the Federal Reserve wire system or other failure of the banking system that deprives a Party access to otherwise available funds.

- B. Waiver.** The failure of either Party at any time to enforce any right or remedy available to it under this Agreement with respect to any breach or failure by the other Party shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by the other Party.
- C. Headings.** The headings used in this Agreement are for reference only and do not define, limit, or otherwise affect the meaning of any provisions hereof.
- D. Severability.** If any of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of Customer and Avenu shall be construed and enforced accordingly.
- E. Assignment.** Avenu may assign this Agreement to an affiliate, a successor in connection with a merger, acquisition or consolidation, or to the purchaser in connection with the sale of all or substantially all of its assets with the written consent of the Customer, which consent shall not be unreasonably withheld. This Agreement will inure to the benefit of and be binding upon Avenu's successors and assigns. Customer may not assign the Agreement or any of the rights or obligations under the Agreement, without the prior written consent of Avenu. Any purported assignment or transfer in violation of this paragraph will be void.
- F. Relationship of the Parties.** Avenu's personnel, whether employees, independent contractors or subcontractors, performing Services will at all times be under Avenu's exclusive direction and control and will not be deemed employees of the Customer. Avenu will be responsible for payment of its independent contractors, subcontractors and its employees' entire compensation and benefits, as applicable, including employment taxes, worker's compensation, unemployment compensation and any similar taxes associated with employment or their relationship. Customer and Avenu agree that neither Party will be an employee, agent, partner or joint venturer of or with the other. Avenu, in furnishing the Services, is acting as Customer's independent contractor. Neither Party has any authority to represent, contract, or commit the other in any matters, except as expressly authorized in this Agreement.
- G. Governing Law.** This Agreement is governed by the laws of the State of Illinois without giving effect to its conflict of law provisions. The parties further agree that the exclusive venue for any legal disputes shall be the 17th Judicial Circuit of Winnebago County, Illinois.
- H. Public Announcements.** The Parties shall cooperate to create any and all appropriate public announcements relating to the relationship set forth in this Agreement.
- I. Contractual Notices.** As it relates to administrative and contractual matters under this Agreement, the Parties hereby appoint the below-listed persons (the "Contractual Representative(s)), or their duly authorized designees, as the only persons empowered to make commitments on behalf of their respective organizations to effect changes to any portion of this Agreement, including modifying, or approving changes to the Agreement (or any Orders). Any questions regarding the authority of any person under this Agreement will be referred to Avenu's Contractual Representative for clarification. All notifications involving contractual or financial matters between the Parties under this Agreement will be addressed to the Contractual Representatives identified below and shall be sufficiently given if sent by first class certified overnight delivery mail or courier, postage prepaid or electronic mail with return receipt enabled. Notices shall be considered to have been given at the time of actual delivery in person, two (2) business days after deposit in the mail as set forth above, or one (1) day after delivery to an overnight air courier service or through electronic mail, provided in each case that delivery in fact is affected. Either

Party may change its contact person for notices and/or address for notice by means of notice to the other Party given in accordance with this Section.

Avenu Contractual Representative	Customer Contractual Representative
<p>Contracts@avenuinsights.com</p> <p>With copy to: Jim.Hulley@avenuinsights.com</p>	<p>Tom Klein, Winnebago County Circuit Clerk TKlein@17thcircuit.illinoiscourts.gov</p> <p>With copy to: J. Hanley, Winnebago County State’s Attorney JHanley@sao.wincoil.gov</p>

- J. Technical Direction.** Avenu will appoint a primary point of contact for addressing technical requirements and coordinating tasks as required at the Order level.
- K. Changes.** A Party may request a modification to this Agreement or the Services by written request to the other Party specifying the requested changes and other pertinent details. Changes shall be mutually agreed upon by the Parties will become effective via written modification or amendment executed by authorized Contractual Representatives of both Parties. If and when applicable, additional details regarding the change management process for Services will be specified at the Order level.
- L. Survival.** Any provision of this Agreement that expressly or by implication is intended to survive termination or expiration of an Order, regardless of the date, cause or manner of such termination, and including but not limited to rights of action accruing prior to termination and payment obligations, will survive such termination or expiration and will continue in full force and effect.
- M. Order of Precedence.** To the extent any terms and conditions of this Subscription Agreement conflict with the terms and conditions of any document incorporated by reference into the Agreement (including any Order, exhibit, schedule or addendum thereto) the provisions in Sections 1-11 shall control, except where such exhibit, schedule, addendum, or Order expressly states the intent to supersede a specific portion of the Agreement (provided, however, that the fact that a provision appears in one of those documents but not in another shall not be deemed to be a conflict for purposes of this sentence).
- N. Entire Agreement; Counterparts.** This Agreement of the Parties with respect to its subject matter and supersedes and overrides all prior agreements on the same subject matter, and shall govern all disclosures and exchanges of Confidential Information made by the Parties previously hereto. This Agreement shall not be modified except by a writing signed by Avenu and Customer. This Agreement may be signed in any number of counterparts all of which together shall constitute one and the same document. A signed copy of this Agreement or any Order Form transmitted email or other electronic means shall constitute an originally signed Agreement or Order as applicable, and, when together with all other required signed copies of this same Agreement or Order, as applicable, shall constitute one and the same instrument.

(SIGNATURE PAGE TO FOLLOW)



Approval and Authorization

The Parties accept and agree to the terms and conditions set forth herein and have caused this Agreement to be executed by their respective authorized representatives.

AVENU INSIGHTS & ANALYTICS, LLC

COUNTY OF WINNEBAGO, ILLINOIS

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:

Statement of Work #01

Winnebago County Circuit Court (“County”) and Avenu Insights and Analytics, LLC (“Avenu”) enter into this Statement of Work #01 (the “SOW” or the “Order”) as of April 30, 2025 (the “Effective Date”) under the terms and conditions of Master Software and Services Agreement No. AIA- C104175-20250324 dated April 15, 2025 (the “Agreement”). Unless specifically defined otherwise in this Order, capitalized terms used in this Order shall have the same meaning provided in the Agreement. To the extent any terms of this Order conflict with the terms of the Agreement, the terms of this Order shall prevail but solely with respect to the Services described herein.

1. Project Description

This project is focused on modernizing the Winnebago County Circuit Court and Court Services by implementing the cloud-based Avenu | Court application. The current FullCourt Enterprise system will be enhanced and upgraded to Avenu | Court, offering a modernized, user-friendly application while preserving all essential functionalities. Key features of the new system will include Courtroom Processing Improvements previously shared and part of the roadmap, and additionally Supervision Program & Manager Page Enhancements, Supervision Reports, and Judge Dashboard, and more as listed below. Avenu will engage with the State Attorney and Public Defender's offices to deliver Avenu | Attorney, replacing the current FullCase system. The engagement ensures that both the State Attorney and Public Defender's offices maintain operational continuity while benefiting from specific functionality enhancements that support their core responsibilities. The solution will be configured according to the requirements in the Product Functionality Section, with careful attention to:

- ▶ User interface setup tailored for attorney workflows
- ▶ Role-based access permissions
- ▶ Document management capabilities
- ▶ Integration with Avenu | Court and Avenu | Portal

To further improve public access and engagement, CitePay will be retired in place of Avenu | Portal. This portal will make it easier for the community to interact with the Avenu | Court application. This initiative will promote transparency and ensure that justice is accessible to the public.

The successful deployment of these solutions will enhance the Court's operations, modernize workflows for attorneys, and offer citizens improved user experience. By transitioning to Avenu’s modern cloud-based platform, Winnebago County will strengthen its commitment to providing efficient, secure, and accessible justice services.

2. Scope of Work

Per discussions with the County, the following modifications will be required as part of the project to ensure that the Avenu | Court application aligns with the specific needs and processes of the County’s court system. These changes will involve an engineering effort of certain features within the Avenu | Court application to enhance functionality, improve user experience, and meet State and County requirements. These efforts identified in section 2.1 will be thoroughly documented, tested, and validated to ensure that

the system aligns with both technical and operational requirements before final deployment.

2.1 Product Functionality

Avenu has chosen the scope of features and timeline with substantial thought to delivering a successful cloud Judicial suite within the desired timeframe of Winnebago and aligned with Avenu's roadmap. Throughout the course of the defined project, Avenu will make every attempt to satisfy the needs of Winnebago, including features that may be beyond the functionality listed below. This may be through limiting scope of a particular feature to enable development to pull more in, choosing trade-offs that have higher mutual value due to changing priorities, creating efficiencies through ordering work, delivering iterative designs and wireframes prior to development, or considering applying a different type of development (simultaneous, automated).

Avenu has created a list of needs and desires for Winnebago representing additional discussed or written items that will be discussed at least quarterly throughout this process and reevaluated for priority. Further, Avenu and Winnebago's relationship will also continue past the project defined herein. During the months and years that follow, Avenu intends for Winnebago to have an influential seat on the Justice Advisory Council as be a stakeholder to the quarterly planning of Court development. As a stakeholder, Winnebago will be able to influence the quarterly plan and receive the enhancements at no additional charge. For items that are not prioritized in the quarterly planning, Winnebago has an opportunity to submit a change order for consideration at a time & materials rate.

2.1.1 Avenu | Court Modifications

2.1.1.1 Supervision Program and Resource Tracking

A new table configuration will be introduced to allow for Probation, Court Services, and Pretrial to define Programs and Resources that are not court imposed programs. This enhancement will:

- ▶ Differentiate Programs and Resources by Supervision Case/Type Subtype – Allow for separation and filtering of programs based on case type.
- ▶ Modify existing Case Program tracking - Supervision cases will be modified to accommodate tracking of Supervision Programs.
- ▶ Assign Staff - The ability to assign a program/task to an individual staff member as part of a Supervision Case.
- ▶ Events and Work queues – Supervision Events, Case Notes and Work Queues will be modified to accommodate the inclusion of the newly defined Programs to ensure workflow continuity and functionality.

2.1.1.2 Supervision Manager Page Enhancement

The Supervision Manager page will be enhanced to a dashboard, enabling end users to define and manage caseload information according to their needs. Users will be able to configure key display elements, including:

- ▶ Name Display – Control how names appear for easier identification.
- ▶ Compliance Status – Track and display the current compliance status of individuals under supervision.

- ▶ Next Reporting Date – Highlight upcoming reporting obligations.
- ▶ Custody Status – Provide visibility into custody status updates.
- ▶ Upcoming Tasks & Deadlines – Display pending tasks and critical deadlines.
- ▶ Calendared/Scheduling Information – Integrate scheduled events for better case management.
- ▶ Default Parameters – Allow users to set default values and filters relevant to their role and caseload.

This enhancement will improve decision-making for probation, court services, and pretrial supervision professionals.

2.1.1.3 Interview/Case Initiation UX/UI Enhancements

Optimize the Interview and Case Initiation processes for Probation, Court Services, and Pretrial departments to improve data collection & workflow.

2.1.1.4 Program/Class and Drug Test Scheduling

Program/class and drug test scheduling will be enhanced to support both individual and group appointments. This update will introduce:

- ▶ Comprehensive Appointment Scheduling – Support for key scheduling attributes, including date, time, duration, appointment name, type, max number of participants, location, recurrence options, and priority level.
- ▶ Recurring Program Management – Improved functionality for creating and maintaining recurring appointments.
- ▶ Participant Limits – Ability to define and enforce the maximum number of allowed participants per session.
- ▶ Enhanced Notes & Documentation – Free-form notes to capture additional appointment details for better record-keeping.

2.1.1.5 Supervision Reports (Metrics, Measurements, and Statistical Reporting)

New Supervision report(s) will be developed to track key metrics, measurements, and statistics based on the Measuring What Matters, 2nd Edition (2021) guidelines from the National Institute of Corrections. Report(s) will enable tracking:

- ▶ Release Rate
- ▶ Appearance Rate
- ▶ Public Safety Rate
- ▶ Success Rate
- ▶ Universal Screening
- ▶ Recommendation Rate
- ▶ Response to Defendant Conduct Rate
- ▶ Pretrial Intervention Rate
- ▶ Supervision Success Rate
- ▶ Concurrence Rate

2.1.1.6 Separate Supervision Party Tracking from the Court

Avenu Court will enable Probation/Court Services and Pretrial Release departments to maintain party tracking records that:

- ▶ Function independently from related court records
- ▶ Allow tracking of primary party details and status
- ▶ Support relationship mapping between the primary party and:
 - ▶ Family members
 - ▶ Other parties on supervision
- ▶ Maintain separate tracking histories for each department while allowing appropriate information sharing

2.1.1.7 Case Status Definition

The Case Status Definition feature will be enhanced to provide more flexibility in identifying case statuses. This update will include:

- ▶ Closed vs. Post-Judgment Differentiation – Clear distinctions will be available to establish cases considered “closed” and those in a “post-judgment” status.
- ▶ Configurable Status Mapping – Users can configure status definitions to align with jurisdictional requirements.
- ▶ This enhancement does not include modifications to existing reports.

2.1.1.8 Judge Dashboard

The Judge Dashboard will provide an interface, allowing judges to define and monitor key case-specific metrics. The dashboard will offer the ability to configure and display the following data:

- ▶ Age of Cases by Status – Track case progression based on status categories.
- ▶ Cases by Hearing Date – View upcoming and past hearings for efficient docket management.
- ▶ Case Clearance Rate – Monitor case disposition efficiency and overall court workload.

This enhancement will improve judicial case oversight and decision-making.

2.1.1.9 Judicial Order improvement (Draft and Proposed Order Workflow)

The Draft and Proposed Order Workflow will aid the creation, review, and finalization of judicial orders. This functionality will enable:

- ▶ Judges can draft, edit, and finalize orders.
- ▶ Court staff can prepare draft orders for judicial review and approval
- ▶ Proposed Orders submitted by Attorneys/Case Participants may be sent to a judge queue to review, modify and finalize.
- ▶ Finalized Orders will then be routed for electronic signatures and file stamped.
- ▶ File stamped copies will be made available for distribution to case participants.

2.1.2 Interfaces

2.1.2.1 Digticket

Winnebago County currently utilizes the DigiTicket eCitation import module, which requires end users to manually import citation files and assign case types/subtypes for incidents involving multiple charges. The county has requested an enhancement to the standard process of citation import, enabling it to be automated, instead of manual. This automation feature development, including discovery, documentation, training and testing is not to exceed 50 hours and is included in the work product delivered under this SOW.

2.1.2.2 SallyPort Jail Management System

The jail integration is currently configured to interface with OTrak Jail Management system. While the County Jail is transitioning to SallyPort in May 2025, Avenu has not received specifications regarding potential changes to existing data exchanges with FullCase and FullCourt Enterprise systems. Any required modifications will be assessed once specifications are provided, at which time Avenu will deliver associated pricing and implementation timelines.

2.1.2.3 Excelsa (Drive "S") historical document migration

Avenu will provide services, likely through query tools, to migrate historical scanned documents from Winnebago County's "S" drive to Avenu | Court (formerly FullCourt Enterprise). Where matching cases are identified in FullCourt Enterprise, the documents will be consolidated into a single image file and attached to the corresponding case, storing them alongside existing FullCourt Enterprise documents. This effort is estimated, based on what is known, at 160 hours.

2.1.2.4 Socrata – data elements only

Avenu will support Winnebago County's need for State of Illinois Socrata reporting by enabling Avenu Court data to be aggregated into other reporting tools. Winnebago County will be responsible for the creation and submission of all required reports. This will be provided through delivering data through a modern mechanism to Winnebago's Data Lake. Additionally, we will analyze additional data fields needed to determine broad applicability for roadmap inclusion. We will also share the results of our User Defined Fields feature development analysis when concluded, which is something currently not roadmapped but something Avenu desires to include in a future release.

2.1.2.5 Avenu Attorney/Avenu Court Messaging

Avenu will support the message integration when transitioning from FullCase to Avenu Attorney and from FullCourt Enterprise to Avenu Court. It is intended that the existing functionality's stability is improved and the integration streamlined. Avenu's messaging will be improved over the course of the project as the technologies are modernized. After the technical interface is published and agreed to by both parties, additional changes in the functionality or design identified by the County will be evaluated, priced, and scheduled based on detailed specification(s).

2.1.2.6 Avenu Portal

The Avenu Portal will provide Winnebago County citizens with electronic payment capabilities for fines/fees and Traffic School enrollment, as is seen today in CitePay, including updates to Court records. The portal will enable public searches of non-confidential records and documents, with the County maintaining responsibility for document redaction. Citizens and attorneys will be able to create registered accounts, providing access to confidential case information when they are participants. Additionally, the portal will allow electronic submission of non-filing documents such as proposed orders and proof of compliance.

2.1.2 Avenu | Attorney Modifications

Avenu will engage with the State Attorney and Public Defender to ensure a substantial improvement in a solution that supports both roles (States Attorney and Public Defenders) in the needed functionality of an Attorney module. This includes delivering targeted improvements in:

- ▶ **Document sharing** for initial and subsequent filings
- ▶ **Order preparation** with e-signature capability
- ▶ **Case tracking** including party information, demographics, staff assignments, notes, events, work queues, and due dates
- ▶ **Communication tools** for internal and external collaboration
- ▶ **Sentencing and final disposition tracking**

2.1.3 Technical Requirements

The following Cloud deployment requirements and technical strategy are dependent on following the timeline milestones that are laid out in this document in section 4.1 Schedule. Considerations, such as the tight integration with Avenu Attorney and Avenu Court, as well as complex environment characteristics have been thoughtfully considered to ensure the court's best success. Should Avenu Cloud deployment need to take place prior to the specified and outlined schedule, a separate discussion and associated contract amendment will be required.

The technical recommendations outlined below are intended as cloud guidelines. These recommendations represent a to-be-state, focusing on the ideal technical direction and infrastructure required to support the project's success once it reaches its MVP stage. They are designed to provide a solid foundation for future scalability, performance, and security while ensuring that the cloud environment can evolve effectively as the product matures. Please note, these recommendations are based on what we know about the environment's needs today and are subject to change after the discovery phase articulated in section 4.1 Schedule.

- ▶ **Overall Environment:** Our environment will be hosted in an onshore CJIS compliant public cloud (data center).
- ▶ **Availability:** Our standard offering is 365/24/7 availability with a 99.5% expected uptime and with scheduled regular maintenance periods. Additional uptime requirements beyond 99.5% will incur additional cost.
- ▶ **Access Management:** Avenu | Courtwill incorporate a cloud-based OAuth2/OIDC Identity Provider (IDP) within the product, and that solution incorporates Multi-Factor Authentication (MFA) for improved security.
- ▶ **Data Encryption:** Avenu | Court incorporates encryption at rest and in-transit standards using TLS 1.2 or higher. Additionally, it uses services like Azure Front Door and Web Application Firewall (WAF) for enhanced security and bot detection.
- ▶ **Disaster Recovery:** The Avenu | Court architecture is designed to be hosted in Microsoft Azure Cloud. Backup is regularly performed by Avenu as an included, core part of the Court cloud offering. Disaster Recovery, and Security SLA for Azure Services is available at <https://www.azure.cn/en-us/support/legal/sla/>.
- ▶ **Simplified Architecture:** Avenu|Court uses cloud-native services like Azure App Services and an open architecture with modern APIs and reduced third-party dependencies on Mulesoft, PrizmDoc, and Jackrabbit for better stability and support.
- ▶ **Third-Party Vendor Management:** The System is scanned each sprint by a third-party automated platform to identify all third-party frameworks, open-source, toolsets, and dependent

components. This results in comprehensive reporting of all component versions and known vulnerabilities. A vulnerability mitigation plan may require replacing a component or upgrading it to a more recent version.

- ▶ **Vulnerability Management:** The System undergoes comprehensive security vulnerability scanning using third-party automated platforms. The scanning process analyzes the application's source code, bytecode, and/or binaries to identify security vulnerabilities without executing the program. The platform simulates real-world attacks on running applications to uncover vulnerabilities that could be exploited during operation. This includes testing both the application and its interactions with web services. The platform also evaluates third-party libraries and dependencies to identify known vulnerabilities and licensing issues. After scanning, the platform provides detailed reports outlining identified vulnerabilities, their severity levels, and recommended remediation steps. These scans take place during each sprint cycle to ensure new vulnerabilities are detected as they arise. Third-party security systems scan production environments for vulnerabilities every 4 hours.
- ▶ Avenu's hosted solution uses end-point protection, log management, application vulnerability,
- ▶ infrastructure vulnerability, and cloud-native application protection platform (CNAPP) tools to protect all workloads across the Avenu | Courts.
- ▶ **Authorization & Password Management:** Avenu's Cloud Court offering will include two factor authentication for users of Court & Attorney with standard password modification protocols.

3. Deliverables

3.1 Product Components

This section outlines the tangible deliverables associated with the implementation of the Avenu | Court, Avenu | Attorney and Avenu | Portal applications, detailing each specific item required to ensure a successful deployment and integration. The deliverables include the setup and configuration of Avenu | Court, Avenu | Attorney, and Avenu | Portal, alongside the migration of FullCase data to Avenu | Attorney. Additionally, training programs will be provided for court personnel, attorneys, and portal users to ensure seamless adoption and effective use of the applications. Each delivery is designed to meet the unique needs of the respective users, facilitating a smooth transition and ensuring that all stakeholders are fully equipped to leverage the new application's capabilities.

3.1.1 Avenu | Court

Avenu | Court will be configured to meet the requirements outlined in the Product Functionality Section above. This will include setting up the user interface, access permissions, document management, and integration with Avenu | Court and Avenu | Portal. This deliverable will also include configuration to ensure Court staff can efficiently interact with the system in accordance with their daily needs and processes.

3.1.2 Avenu | Attorney

Avenu | Attorney will be configured to meet the requirements outlined in the Product Functionality Section above. This will include setting up the user interface, attorney-specific access permissions, document management, and integration with the Avenu | Court and Avenu | Portal systems. This delivery will also include configuration to ensure the Attorneys', and their staff, can efficiently interact with the system in accordance with their daily needs and processes.

3.1.3 Avenu | Portal

Avenu | Portal, which provides constituents with access to essential court information, case details, and

document access. This delivery will include the configuration of portal features like secure user login, case and document lookup, and electronic payment features. The portal will be integrated with Avenu | Court and Avenu | Attorney providing self service capability to constituents and attorneys.

3.1.4 FullCase Migration to Avenu | Attorney

The migration of all relevant case data, documents, and attorney records from FullCase to Avenu | Attorney. This includes data validation, ensuring that information is accurately transferred and properly formatted within Avenu | Attorney. The delivery will include the resolution of any issues identified during the migration process and a confirmation that all migrated data is accessible and usable within the new Avenu | Attorney application.

3.1.5 Avenu | Court Training

A formal training program for court personnel on how to use the Avenu | Court system effectively will be scheduled. This will include live on-site remote training sessions, and practical demonstrations on core functionalities such as case management, document tracking, scheduling, and reporting. A Q&A session will also be included to address any user-specific questions or issues. The goal of this training is to train the trainers and to help them train their teams ensuring that they are efficient and ready for the changes and updates to the Avenu | Court application.

3.1.6 Avenu | Attorney Training

Similar to the Avenu | Court Training above a structured training program aimed at educating attorneys on using the Avenu | Attorney application. This training will focus on key tasks like accessing case files, managing documents, communication with clients, and submitting case updates. The training will be customized based on the attorney's role, with emphasis on workflows and tools relevant to them.

3.1.7 Avenu | Portal Training

A dedicated training session for Court staff on how attorneys and constituents will access and use the Avenu | Portal application. The training will cover portal navigation, submitting forms and documents, checking case status, and using other portal features. Users will be provided with resources such as help guides, FAQs, and troubleshooting steps to ensure smooth adoption and ongoing use.

3.2 Documentation

To ensure the successful implementation and smooth operation of the Avenu applications, the following key documentation will be provided: A comprehensive Project Plan outlining the project's timeline, milestones, and deliverables. A User Acceptance Testing (UAT) Plan detailing the testing criteria, procedures, and success metrics for system validation. Technical Documentation covering the system architecture, integration points, and technical specifications for Avenu | Court, Avenu | Attorney, and Avenu | Portal. User Manuals will be created to guide end-users in navigating the system's features and functionalities, while Training Materials will support the training sessions for court personnel, attorneys, and portal users. System Documentation will include detailed information about the system's setup, configuration, and maintenance procedures. These documents will be delivered in digital format and updated as needed throughout the project lifecycle.

4. Project Timeline

4.1 Schedule

The project schedule outlines the timeline and key milestones for the successful completion of the Winnebago County Circuit Court and Court Services modernization initiative. This schedule provides a comprehensive overview of all critical activities, including the implementation of the Avenu | Court application, the transition to the Avenu | Attorney platform, and the launch of the Avenu | Portal. It includes cloud launch and readiness and the acceptance program that will enable smooth and iterative development processes throughout. It details the phases of the project, from initial planning and system design to development, testing, deployment, and training. The schedule ensures that all tasks are completed on time, within scope, and with careful coordination between stakeholders, project teams, and external partners, ultimately driving the project towards successful delivery.

The schedule is subject to change when, in writing, both parties agree on the change. Change can happen due to changing priorities, changes in development duration or speed of delivery. While delivery dates may shift with written mutual agreement, milestone names and any connected impact to project events, onsite meetings or payments will remain the same.

Key milestones and delivery dates for the project are as follows:

Milestone	Description	Delivery Date
<i>Project Kickoff</i>	Official start of the project, including the initial meeting with stakeholders and project team setup.	1-Apr-25
<i>Avenu Court Cloud Ready Part 1</i>	Avenu Cloud Discovery Phase Begins, assessment of integrations, outside drives, data warehouse needs, etc.	1-May - 25
<i>Phase I</i>	Phase I will begin after the official kickoff meeting is completed. It will consist of a detailed analysis for current Winnebago processes for Attorney, Court and Portal services. The result of phase I will be the prioritization of work and acceptance of early designs.	2-Jun-25
<i>Review & Acceptance Program</i>	This will establish a cycle of iteration of design, acceptance, demonstration & acceptance for Avenu Court & Avenu Attorney. This will occur throughout the entirety of the project beginning July.	1-July-25
<i>Avenu Court Cloud Ready Part 2</i>	Avenu Cloud Ready Phase 2 is an iteration to ensure performance, integration workflow testing, functional testing or any number of testing needs required (perhaps multiple) throughout the next few months to ensure successful, smooth and consistent performance.	1-Dec 25
<i>Phase II (a)</i>	Phase II (a) will be the first Avenu Attorney product review. This review will include 3 primary workflows to review through demonstration. Delivery: This will also include the first out of four pre-conversion review conversations.	1-Jan-26
<i>Phase II (b)</i>	Phase II (b) will be the second Avenu Attorney product review	2-Mar-26

Milestone	Description	Delivery Date
	through demonstration with additional workflows. Delivery: This is also the date for the second pre-conversion data review conversation.	
<i>Phase II (c)</i>	Phase II (c) will be the third Avenu Attorney product review with user interaction with the software. Delivery: This is also the month that the first data sample is delivered into the new Avenu Attorney. Multiple iterations of data samples will continue in parallel while additional product reviews continue.	1-May-26
<i>Phase II (d)</i>	Phase II (d) will be the fourth Avenu Attorney product review with user interaction. Delivery: Data samples in test environments continue, conversion will eventually go into UAT environments during this phase.	3-Aug-26
<i>Avenu Court Cloud Ready Part 3</i>	Avenu Court will be moved to the cloud at the same time Avenu Attorney goes live to maintain highly dependent integration between the two systems.	Aug-Oct 26
<i>Phase III</i>	Phase III will be Avenu Attorney, Train the Trainer and User Acceptance Testing with State Attorney and Public Defender offices. (On-site with Avenu and County Project teams)	1-Sept-26
<i>Go-No-Go Decision</i>	Go-No-Go decision will fall at the completion of the UAT by the State Attorney and Public Defender offices.	1-Oct-26
<i>End User Training</i>	End User Training on Avenu Attorney (Two weeks)	6-Oct-26
<i>Final Conversion</i>	Final Conversion will begin on the afternoon of the Thursday of the second week of the End User Training and will run through Sunday of that weekend. Normally the conversion is completed on Saturday allowing for the County to come in on Sunday to manually enter any data that is needed so that it is ready for Go-Live the following day.	23-Oct-26
<i>Avenu Attorney Go-Live</i>	County is live on Avenu Attorney application. (One week of On-site Go-Live Support)	24 Oct 26 *****
<i>Phase IV (a)</i>	Phase IV (a) will be a prioritization of the feature enhancements to Avenu Court listed above as outlined in the project plan.	2-Nov-26
<i>Phase IV (b)</i>	Phase IV (b) Avenu Court product reviews (ongoing an iterating in the sprint process established and ongoing as stated in earlier tasks).	1-Jan-27
<i>Phase V (a)</i>	Phase V (a) Avenu Portal modifications are prioritized in collaboration as outlined in the project plan above.	1-Mar-27

Milestone	Description	Delivery Date
<i>Phase IV (c)</i>	Phase IV (c) Avenu Court final product review.	3-May-27
<i>Phase VI</i>	Phase VI will be Avenu Court, Train the Trainer and User Acceptance Testing with the Court Clerks and Court Services. (On-site with Avenu and County Project teams)	1-Jun-27
<i>Go-No-Go Decision</i>	Go-No-Go decision will fall at the completion of the UAT by the Court Clerks and Court Services.	14-Jun-27
<i>End User Training</i>	End User Training on Avenu Court (One week)	21-Jun-27
<i>Avenu Court Go-Live</i>	County is live on Avenu Court application. (One week of On-site Go-Live Support)	28-Jun-27
<i>Phase V (b)</i>	Avenu Portal design & product reviews (ongoing an iterating in the sprint process established and ongoing as stated in earlier tasks).	1-July-27
<i>Phase VI (a)</i>	Avenu Portal Go-Live End User Training and Acceptance Test. (One week of On-site Go-Live Support)	1-Aug-27
<i>Phase VI (b)</i>	Avenu Portal Go-No-Go Decision	30-Aug-27
<i>Phase VI (c)</i>	Avenu Portal Go-Live	13-Sep-27
<i>Phase VII</i>	Phase VII is the transition (after a 90 day timeframe post final go-live) from the implementation team to Support and signifies project completion.	3 -Jan-28

As part of the successful execution of the Winnebago County Circuit Court, Court Services, State Attorney, and Public Defender offices modernization project, Avenu recommends a series of on-site visits to ensure seamless collaboration, address any site-specific requirements, and facilitate real-time feedback throughout the implementation process. These visits will provide an opportunity for the project team to engage directly with key stakeholders and ensure that all technical and operational needs are met. Additionally, on-site visits will allow for more effective troubleshooting, tailored training sessions, and a deeper understanding of the day-to-day operations, ultimately ensuring that the Avenu | Court, Avenu | Attorney and Avenu | Portal applications are fully aligned with the needs of the court staff, attorneys, and citizens. These visits will be scheduled at key points throughout the project timeline to maximize their impact and ensure smooth transitions during each phase of deployment.

4.2 Recommended On-Site Meetings

Activity	Occurrence/Days	Participants
<i>Initial Product Review – Avenu Attorney</i>	4 days +1-day travel	Avenu Project Manager Avenu Product Owner Avenu Implementation SME Winnebago Project Team
<i>Product Review and Pre-Conversion – Avenu Attorney</i>	As Needed	Avenu Project Manager Avenu Product Owner Avenu Implementation SME Winnebago Project Team
<i>Avenu Attorney Train the Trainer</i>	4 days + 1 day travel	Avenu Project Manager Avenu Implementation SME Winnebago Project Team
<i>End User Training on Avenu Attorney</i>	4 days + 1 day travel	Avenu Implementation SME Winnebago Project Team *** If needed ***
<i>Avenu Attorney Go-Live Support</i>	4 days + 1 day travel	Avenu Project Manager Avenu Implementation SME Winnebago Project Team
<i>Avenu Court Product Review</i>	As needed	Avenu Project Manager Avenu Implementation SME Winnebago Project Team
<i>Avenu Court Train the Trainer</i>	4 days + 1 day travel	Avenu Project Manager Avenu Implementation SME Winnebago Project Team
<i>End User Training on Avenu Court</i>	4 days + 1 day travel	Avenu Implementation SME Winnebago Project Team *** If needed ***
<i>Avenu Court Go-live Support</i>	4 days + 1 day travel	Avenu Project Manager Avenu Implementation SME Winnebago Project Team
<i>Avenu Portal Go-Live Support</i>	4 days + 1 day travel	Avenu Project Manager Avenu Implementation SME Winnebago Project Team

5. Project Management

5.1 Governance

The governance structure of the Winnebago CMS, Attorney and Portal implementation project is designed to ensure clear decision making, accountability and alignment with the project's goals and desired outcomes. The structure includes key stakeholders to oversee and manage the development, deployment, support and overall success of the project.

5.2 Key Stakeholders and Roles:

5.2.1 Executive Steering Committee

Role: Provide strategic direction and overall oversight of the project. Ensuring the project aligns with organizational goals and objectives.

Key Stakeholders:

- ▶ County Clerk – Tom Klein
- ▶ Avenu CEO – Paul Colangelo
- ▶ Avenu CPO – Sarah Ratcliffe
- ▶ Avenu CTO – Scot Crismon
- ▶ Avenu Senior VP Delivery – Scott Somerhalder

5.3 Project Sponsor

Role: Champions the project at an executive level, secures resources, and ensures alignment with business objectives.

Key Stakeholders:

- ▶ County Deputy Clerk – Tom Lawson
- ▶ Avenu VP Justice Products – Tessa Rye
- ▶ Avenu Delivery Director – Gary Bartholomew

5.4 Project Management Team

Role: Leads day-to-day project activities, coordinates resources, and manages timelines, risks, and issues.

Key Stakeholders:

- ▶ Customer Project Manager – Lisa Goodwin
- ▶ Avenu Project Manager – Steve Park
- ▶ Avenu Senior Business Analyst – Alex Quinlivan
- ▶ Avenu Product Manager – Dana Jackson
- ▶ Avenu Senior Development Manager – Rizwan Gillani

5.5 Subject Matter Experts (SMEs)

Role: Provides expertise in court processes, system functionality, and legal workflows to ensure the

software meets user needs and requirements.

Key Stakeholders:

- ▶ Circuit Court Judges
- ▶ Court Clerks
- ▶ Court Services (Pre-Trial, Probation, and Court Services)
- ▶ Attorneys (State Attorneys and Public Defenders)
- ▶ IT and Security experts

5.6 Avenu Implementation Team

Role: Responsible for delivering the software, ensuring technical quality, and implementing the solution as per agreed-upon requirements.

Key Stakeholders:

- ▶ Avenu Senior Development Manager – Rizwan Gillani
- ▶ Avenu Product Manager – Dana Jackson
- ▶ Avenu Consultant / Training – Alex Quinlivan
- ▶ Avenu Senior Support Specialist – Dollie Williams
- ▶ Avenu Customer Success Manager – Sonya Russell

5.7 IT Support and Infrastructure Team

Role: Ensures the system's infrastructure is properly maintained, secure, and scalable to support the application's performance and availability.

Key Stakeholders:

- ▶ IT Infrastructure Lead (County)
- ▶ IT Security Lead (County)
- ▶ Avenu Network Support Teams

5.8 Decision-Making Process:

- ▶ **Executive Steering Committee** will make final decisions on major project direction, changes in scope, and the allocation of resources.
- ▶ **Project Manager** will handle day-to-day project decisions, with guidance from key stakeholders.
- ▶ **SMEs and End Users** will provide input on system design, user experience, and workflows, with approval from the Project Manager.
- ▶ **Avenu Team** will ensure technical feasibility and solution's architecture and deployment.

5.9 Communication Plan

To ensure effective communication throughout the project, both within the teams and between the Avenu and Customer project groups, key members from each team will facilitate ongoing exchanges. This will include formal and informal analysis activities, project plan reviews, and various communication methods,

such as written and verbal updates, to ensure alignment and progress. A centralized communication platform will provide stakeholders with easy access to track project milestones and deliverables. The goal of this communication plan is to keep all stakeholders informed on project status, promote prompt decision-making, resolve issues quickly, and maintain transparency across the team. Clear and consistent communication will align all parties, helping drive the project to a successful conclusion. To support this objective, the following regular communication channels are recommended:

- ▶ **Quarterly Executive Meetings:** Allow executive sponsors and key leaders to review the progress and successes, and to provide guidance on the direction of the project.
- ▶ **Progress Reports:** Monthly reports should be prepared by the project managers and shared with all stakeholders and executives.
- ▶ **On-Site Iterative Meetings:** These meetings are outlined above and provide the combined project team with time to co-innovate on the requirements of the project.
- ▶ **Ad-hoc Meetings:** Whenever issues arise or decisions are needed, ad-hoc meetings should be scheduled to address risks, timeline adjustments, and ensure timely decision-making.

Meetings will primarily take place via Teams or Zoom, unless an on-site visit is scheduled with the customer. Email will be used for formal communications, while quick team collaboration can occur through instant messaging (Teams chats) or phone calls. Document sharing will be set up to facilitate the flow of information and project documentation.

Regular communication of project goals and objectives will be essential to keep all parties aligned on the project's purpose and desired outcomes. Monthly reports and progress updates should highlight completed tasks, ongoing work, and upcoming activities. Immediate communication of any identified risks, issues affecting timelines, budgets, or application quality will be crucial for prompt resolution. The Customer, with Avenu's support, should also communicate major milestones, successful deployments, and key sprint achievements to end users. This ensures the end users remain informed, engaged, and excited about project progress. If escalations are necessary, the following escalation path will be followed:



Regular evaluations of the communication process will ensure its effectiveness throughout the project lifecycle. Adhering to this communication plan will help keep everyone aligned and informed, contributing to the overall success of the project.

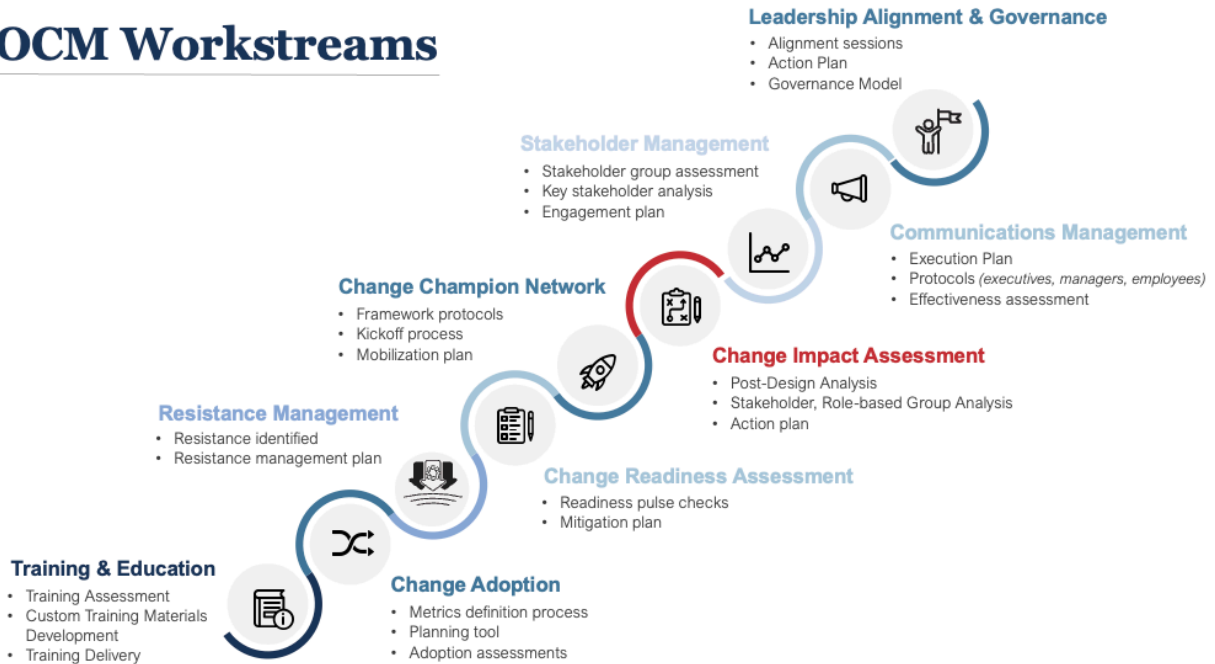
5.10 Change Management

Change management is key to a successful project, especially one as complex as this project. Avenu's Project Manager will work with the Customer's Project Manager to install a Change Control Process and initiate a change log to manage change throughout the project. The change log serves as a dynamic record of all modifications made to the previously agreed upon project requirements. The log ensures that stakeholders can easily trace changes, understand their implications, and ensure that the most current version of requirements are in use. The project managers will be responsible for maintaining the change log.

For a successful implementation of the Avenu | Court, Avenu | Attorney, and Avenu | Portal applications it will be important that the Customer communicates with staff throughout the project. Avenu will work with the Customer if desired to create an Organizational Change Management plan to help with their

communication to the end users. Avenu has fully certified OCM professional which may also be staffed to this project at Customer request via CR.
 Example OCM Activity Matrix

OCM Workstreams



6. Terms and Conditions

6.1 Payment Schedule

The recurring Payment Schedule is set forth in the table below and includes licensing, maintenance and support for the Avenu | Court, Avenu | Attorney and Avenu | Portal applications:

Payment Schedule	Annual Subscription Fee
April 1, 2025 – March 30, 2026	\$600,000
April 1, 2026 – March 30, 2027	\$630,000
April 1, 2027 – March 30, 2028	\$820,000
April 1, 2028 – March 30, 2029	\$860,000
April 1, 2029 – March 30, 2030	\$900,000

Network File Storage:

Avenu | Court and Avenu | Portal share a cloud storage footprint

The base subscription for the platform is for 7 TB (terabytes) of storage

Additional file storage, management & compute will be modified and charged via Change Request.

Delivery Milestones of One-Time Fees (for Avenu | Court, Avenu | Attorney and Avenu | Portal)

	Milestone	Payment	Due at
1	Project Initiation	\$1,250,000	Kick-off

	Milestone	Payment	Due at
2	Phase II (a) Avenu Attorney First Look Demonstration (3 primary workflows)	\$325,000	Completion
3	Phase II (c) Avenu Attorney user interaction w/ data sample	\$1,050,000	Delivery
5	Avenu Court Cloud Go Live	\$1,000,000	Launch
6	Avenu Court Enhancements Go Live	\$500,000	Launch
7	Avenu Portal Go Live	\$425,000	Launch

6.2 Assumptions and Constraints

6.2.1 Assumptions

6.2.1.1 Stakeholder Involvement and Engagement:

- ▶ **Availability of Key Personnel:** The customer will ensure that all relevant personnel (e.g., IT staff, legal staff, and project managers) are available for the duration of the project, particularly during critical phases such as data configuration, conversion, and user acceptance testing (UAT).
- ▶ **Customer Responsibility for Timely Input:** Customer understands the need for timely responses to Avenu’s requests for information and documentation (e.g., workflows, business rules, legal requirements) in order to avoid delays in the implementation process.
- ▶ **Active Participation in UAT:** The customer is expected to provide active participation and feedback during the UAT phase to ensure the system meets all functional requirements before going live.

6.2.1.2 Data and System Integration Assumptions:

- ▶ **Data Provision and Accessibility:** Customer will ensure that all data required for migration, including court case records, attorney information, and other legal documents, are accessible and available in the appropriate formats to facilitate data conversion and migration.
- ▶ **Data Integrity and Accuracy:** The customer assumes responsibility for ensuring that the data provided for configuration and conversion is accurate, consistent, and complete.
- ▶ **Integration with Legacy Systems:** The customer will facilitate integration with existing court or case management systems, providing access to necessary APIs, data repositories, or legacy platforms as needed.

6.2.1.3 Project Management and Communication:

- ▶ **Ongoing Project Plan Updates:** The Project Plan will be updated periodically to reflect changes in scope, timelines, or resources, and the customer will receive notifications of these updates.
- ▶ **Clear Communication Protocols:** Both parties (Avenu and the customer) will adhere to predefined communication protocols for reporting progress, managing issues, and addressing risks.
- ▶ **Regular Status Updates:** Regular meetings (e.g., weekly or bi-weekly) between Avenu and the

customer to review project status, address concerns, and ensure alignment with project goals.

6.2.1.4 Timelines and Deliverables:

- ▶ **Adherence to Milestones:** The customer will ensure that all necessary tasks, approvals, and documentation are provided in a timely manner to avoid delays in meeting key project milestones (e.g., design reviews, development completion, UAT sign-offs).
- ▶ **Dependencies on Customer Input:** Certain milestones and deliverables are contingent upon the customer's timely provision of requested information, including workflows, legal requirements, and data for conversion or testing.

6.2.1.5 Resource Allocation:

- ▶ **Dedicated Customer Team:** The customer will allocate the necessary internal resources (personnel, systems, and infrastructure) to support the implementation efforts, including the validation of system requirements, data migration, and user testing.
- ▶ **Expert Personnel Availability:** The customer will ensure the availability of subject matter experts (SMEs) in areas such as legal processes, case management workflows, and system administration to support the project.

6.2.1.6 Training and Change Management:

- ▶ **Training Program Development:** Avenu will collaborate with the customer to develop a comprehensive training program, ensuring all users are adequately trained on the Avenu | Court, Avenu | Attorney, and Avenu | Portal Applications before the system goes live.
- ▶ **End-User Support:** Customer will provide ongoing support for end-users post-implementation, ensuring that they have access to troubleshooting resources, help desks, and training materials.

6.2.1.7 Risk Management and Issue Resolution:

- ▶ **Issue Escalation:** The customer and Avenu will agree on a formal process for escalating issues or risks during the implementation, ensuring they are addressed in a timely manner.
- ▶ **Risk Mitigation:** Both parties will work together to identify, assess, and mitigate risks that could impact the project timeline, quality, or scope.

6.2.1.8 Post-Implementation Support and Maintenance:

- ▶ **Post-Go-Live Support:** Avenu will provide post-implementation support (e.g., bug fixes, patches, enhancements) for a defined period after go-live, as outlined in the support agreement.
- ▶ **Ongoing System Maintenance:** Both Avenu and the customer will agree on a maintenance plan to ensure the continued performance, security, and availability of the system after implementation.

6.2.1.9 Compliance and Legal Assumptions:

- ▶ **Regulatory Compliance:** The customer assumes responsibility for ensuring that all processes, workflows, and data configurations comply with applicable local, state, or national laws and regulations (e.g., data protection laws, court procedures).

- ▶ **Change Management and Legal Requirements:** The customer will ensure that any changes in legal requirements or regulations during the implementation process are communicated to Avenu promptly to address any necessary system updates.

6.2.1.10 Technology Assumptions:

- ▶ **System Requirements:** Both Avenu and the customer will ensure that the required technical infrastructure (hardware, software, network capabilities) is in place for the system to function as intended.
- ▶ **Browser and Device Compatibility:** The Avenu | Court, Avenu | Attorney, and Avenu | Portal Applications will be compatible with the latest web browsers and mobile devices specified by the customer.

7. Support

7.1 Customer Service Support

During the Term, Avenu will provide Customer with Support to address (i) general User questions pertaining to Application features and functionality; and (ii) Defects with the Application (collectively “Helpdesk Tickets”). Customer reported problems which do not meet the criteria for a Defect are not covered by Support and will require the provision of Professional Services. Avenu shall not be required to provide Support for Defects occasioned by (i) neglect or misuse of the Solution and/or Application; (ii) unauthorized modifications or Customizations to the Application or Solution, including modifications made by anyone other than Avenu or a person acting at Avenu’s direction; or (iii) Customer’s failure to implement prior mandatory corrections or bug fixes. Support specifically excludes (i) on-site assistance; (ii) assistance with administrative functions; and (iii) corrections of immaterial Defects. The Customer will cooperate with Avenu in providing network access, computer time, information, personnel, and facilities as may be necessary.

7.2 Intake Process

Helpdesk Tickets must be submitted to Avenu through one of the following methods:

- ▶ The Customer Support Portal (<https://avenuinsights.service-now.com/csm>)
- ▶ By telephone at 1-800-460-3987 Option 1
- ▶ By email at AvenuCourts@avenuinsights.com.

Avenu support agents will triage Helpdesk Tickets queue between the hours of 8:00 am to 5:00 pm Eastern Standard Time (EST) Monday to Friday, excluding observed statutory holidays (the “Support Hours”). During the initial intake and review process, Avenu’s support team will determine if the Helpdesk Ticket is a Defect or general user question covered under Support and if necessary, update the severity level of the Helpdesk Ticket based on the severity level definitions specified in *Table 1: Severity Level Definitions*. In the event Avenu’s support team determines a Helpdesk Ticket is not a (i) general User question; or (ii) a Defect with the Application, and therefore not covered under Support, Avenu will seek approval from the Customer prior to proceeding with any further remediation activities; if Customer approves proceeding with troubleshooting a reported issue that is not related to a Defect, Customer understands and agrees that Avenu’s time and efforts will be billed as Professional Services using Avenu’s then current rates. Further, the Customer understands that any response and resolution times set forth in this Support Addendum are

solely applicable to Defects.

7.3 Response Times

Upon Avenu’s determination that a submitted Helpdesk Ticket meets the criteria for a “Defect” and therefore covered by Support (as assessed during the intake process), Avenu will use commercially reasonable efforts to resolve/address the Helpdesk Ticket(s) in accordance with the timeframes set forth in *Table 2: Response and Resolution Times*. Avenu does not guarantee a specific resolution of any or all reported Defects and proposed resolution may consist of a fix, temporary workaround, or other responses Avenu deems reasonable. Avenu resources will be assigned to the most critical problems first.

Table 1: Severity Level Definitions

Severity Level	Definition
Severity 1 (Critical)	Reported Defect critically impacts business operations as a result of a complete loss of service. The Customer cannot make any operational use of the Application and work cannot reasonably continue.
Severity 2 (High)	Reported Defect has an adverse impact to business operations as a result of a significant loss, disruption or degradation of services. The Customer cannot make operational use of one or more critical functions of the Application.
Severity 3 (Medium)	Reported Defect has limited impact to business operations and use/ operation of the Application. The Customer is in full working mode with minor impediments or loss of service. or where the problem occurs infrequently and/or affects a limited number of Users.
Severity 4 (Low)	General User questions regarding Application features and functionality.

Table 2: Response and Resolution Times

Helpdesk Ticket Severity Level	Action Model	Initial Response Time	Resolution Time
Severity 1 (Critical)	Immediate Action until resolved or reassigned to a lower severity. Frequent contact with the customer. Progress review by Support team and senior leadership	During Support Hours within 2 business hours of intake	During Support Hours within 8 business hours of intake
Severity 2 (High)	Priority focus from the support team. Frequent contact with the customer. Progress review by support management	During Support Hours within 8 business hours of intake	During Support Hours within 24 business hours of intake
Severity 3 (Medium)	Application coordination within the support team. Status monitored internally. Address within acceptable timeframe	During Support Hours within 12 business hours of intake	During Support Hours within 48 business hours of intake
Severity 4 (Low)	Status monitored internally.	Respond within 12 business hours of intake	N/A



Approval and Authorization

IN WITNESS WHEREOF, the Parties hereto, through duly authorized officials, do execute this Order as of the signature dates set forth below.

AVENU INSIGHTS & ANALYTICS, LLC

COUNTY OF WINNEBAGO, ILLINOIS

Signature:

Signature:

Name:

Name:

Title:

Title:

Date:

Date:



Ordinance Executive Summary

Prepared By: Finance Department

Committee: Finance

Committee Date: April 17, 2025

Resolution Title: Ordinance for Approval of Budget Amendment for Avenu Contract [Court and Case Management Software]

County Code: Winnebago County Annual Appropriation Ordinance

Board Meeting Date: April 24, 2025

Budget Information:

Was item budgeted? No	Appropriation Amount: \$0
If not, explain funding source: General Fund Fund balance and \$300,000 transfer from Court Automation Fee Fund	
ORG/OBJ/Project Code: 82400-43167	
FY2025 Budget Impact: \$1,562,000	

Background Information: The County is in need of a Court Case Management System upgrade. The Circuit Clerk team as well as countywide departments participated in the needs analysis and development for this project. The Winnebago County 17th Judicial Circuit Court and Case Management Committee, through the Winnebago County Circuit Clerk's Office, is establishing the project initiation payment, in addition to an additional maintenance payment per the proposed contract.

Recommendation: Finance Department recommends approval

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: Adjust Munis Line Items.

2025 Fiscal Year

Finance: April 17, 2025

Lay Over: April 24, 2025

Sponsored by:

Final Vote: May 8, 2025

John Butitta, Finance Committee Chairman

2025 CO

TO: THE HONORABLE BOARD MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2025 and recommends its adoption.

Ordinance for Approval of Budget Amendment for Avenu Contract [Court and Case Management Software]

WHEREAS, the Winnebago County court system has historically used a software management system that has reached its end of life. A team of stakeholders was formed that represented the County court system. The team has evaluated various vendors and has determined Avenu Insights & Analytics, LLC would meet the needs for future court-case management system; and

WHEREAS, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2025 at its September 26, 2024 meeting; and,

WHEREAS, 55ILCS 5/6-1003 (2014), states, “After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting.”

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003 (2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#25-015 Court-Case Management System**.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

JAIME SALGADO, VICE CHAIR

JAIME SALGADO, VICE CHAIR

PAUL ARENA

PAUL ARENA

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

CHRISTINA VALDEZ

CHRISTINA VALDEZ

The above and foregoing Ordinance was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2025.

ATTESTED BY:

JOSEPH 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

2025
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		4/9/2025			AMENDMENT NO: 2025-015			
DEPARTMENT:		Court & Case Management			SUBMITTED BY: Tom Lawson			
FUND#:		0752-2024 Court-Case Mgmt Proj 0107-Court Automation Fee Fund			82400 - Court & Case Mgmt DEPT. BUDGET NO. 40700 - Court Automation Fee			
Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
	82400	43167	Software Subscription	\$0	\$0	\$0	\$1,562,000	\$1,562,000
	40700	49110	Transfer to Court-Case Mgmt Fund	\$0	\$0	\$0	\$300,000	\$300,000
Revenue								
	82400	39110	Transfer from Court Automation Fund	\$0	\$0	\$0	(300,000)	(\$300,000)
TOTAL ADJUSTMENT:							\$1,562,000	
Reason budget amendment is required:								
The amendment is required to establish the software subscription for the project initiation and a move to cloud storage for Avenu Court.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2025 budget:								
Revenue Source: \$300K from Automation Fund Balance, Balance from General Fund for now								

**DISCUSSION ITEM – JUVENILE
DETENTION CENTER,
DEBBIE JARVIS**



Resolution Executive Summary

Prepared By: Steve Schultz
Committee: Finance Committee
Committee Date: April 17, 2025
Resolution Title: Resolution Authorizing Wage Increases for Non-Bargaining Unit Employees of The County of Winnebago, Illinois
County Code: Not Applicable
Board Meeting Date: April 24, 2025

Budget Information:

Was item budgeted? Yes	Appropriation Amount:
If not, explain funding source: N/A	
ORG/OBJ/Project Code:	Budget Impact: Within budgeted amount

Background Information: The Administration for the County of Winnebago, Illinois (County), has determined that wage increases for County non-bargaining unit employees is appropriate. It is recommended that the Finance Committee and County Board accept and approve the across the board increases for non-bargaining unit employees of the County of Winnebago, Illinois equal to the annual increase in CPI-U for the year ending May 2025 not to exceed 3.5% effective on January 1, 2026.

Recommendation: Staff concurs.

Contract/Agreement: N/A

Legal Review: Yes.

Follow-Up: N/A

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

2025 CR _____

SUBMITTED BY: FINANCE COMMITTEE

**RESOLUTION AUTHORIZING WAGE INCREASES FOR NON-BARGAINING UNIT
EMPLOYEES OF THE COUNTY OF WINNEBAGO, ILLINOIS**

WHEREAS, the Administration for the County of Winnebago, Illinois (County), has determined that wage increases for County non-bargaining unit employees is appropriate; and

WHEREAS, the Finance Committee of the County Board of Winnebago County, Illinois recommends the full County Board accept and approve across the board wage increases for County non-bargaining unit employees equal to the annual increase in CPI-U for the year ending May 2025 not to exceed 3.5% effective on January 1, 2026; and

WHEREAS, the Finance Committee and County Board values providing consistent wage increases for represented and non-represented employees.

NOW, THEREFORE, BE IT RESOLVED, that the County Board of the County of Winnebago, Illinois does hereby approve the across the board increases for non-bargaining unit employees of the County of Winnebago, Illinois equal to the annual increase in CPI-U for the year ending May 2025 not to exceed 3.5% effective on January 1, 2026.

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 Winnebago County Finance Department and Director of Human Resources.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIRMAN

JOHN BUTITTA, CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

CHRISTINA VALDEZ

CHRISTINA VALDEZ

The above and foregoing Resolution was adopted by the County Board of the County of Winnebago, Illinois this _____ day of _____ 2025.

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

**CLOSED SESSION TO
DISCUSS PENDING
LITIGATION**



Resolution Executive Summary

Prepared By: Tanya Harris

Committee: Finance Committee

Committee Date: April 17, 2025

Resolution Title: Resolution authorizing settlement of a claim against the County of Winnebago entitled Thomas Morrison versus Winnebago County

Board Meeting Date: April 24, 2025

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$51,856.90
If not, explain funding source:	Budget Impact: \$51,856.90
ORG/OBJ/Project Code: 49400-43535	Tort Judgement Fund/Worker's Comp Claims

Background Information: Settlement for Thomas Morrison in the amount of \$51,856.90.

Recommendation: The Finance Committee, chaired by John Butitta, has reviewed the settlements presented to the Board. The Board is asked to approve this settlement in favor of the Committee's recommendations at its April 24, 2025 meeting.

Contract/Agreement:

Legal Review: Carol Hartline with Williams McCarthy LLP negotiated this settlement on behalf of Winnebago County.

Follow-Up: N/A

RESOLUTION
of the

COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: John Butitta

Submitted by: Finance Committee

2025 CR

**RESOLUTION AUTHORIZING SETTLEMENT OF A CLAIM
AGAINST THE COUNTY OF WINNEBAGO ENTITLED
THOMAS MORRISON VERSUS WINNEBAGO COUNTY**

WHEREAS, the County of Winnebago, Illinois, is involved in having a claim asserted against it by Thomas Morrison for injuries allegedly sustained while in the employment of the Sheriff's Department, and,

WHEREAS, the Plaintiff has offered to settle the above claims against the County of Winnebago for consideration payable in the amount of \$51,856.90 for the settlement funding for his Workers Compensation case; and,

WHEREAS, counsel for the County of Winnebago recommends that it is in the best interest of the County of Winnebago to settle the above referenced claims upon the terms of the proposed settlement.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that it does hereby authorize settlement of the claim entitled Thomas Morrison versus County of Winnebago for injuries allegedly sustained by Thomas Morrison while in the employment of the Sheriff's Department by payment of the amount of \$51,856.90 for the settlement for permanent disability for a Workers Compensation case.

BE IT FURTHER RESOLVED, that this Resolution for Thomas Morrison in the amount of \$51,856.90 shall be in full force and effect immediately upon its adoption.

BE IT FURTHER RESOLVED, that the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the County Auditor, Director of Purchasing, Human Resources Director, and Williams & McCarthy.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIRMAN

JOHN BUTITTA, CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

JAIME SALGADO, VICE CHAIRMAN

PAUL ARENA

PAUL ARENA

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

CHRISTINA VALDEZ

CHRISTINA VALDEZ

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

Winnebago, Illinois this _____ day of _____ 2025.

ATTESTED BY:

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

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